

# Major League Baseball Spring Training Program

## Annual Reports 2018

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

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

# **TABLE OF CONTENTS**

**Charlotte County (Tampa Bay Rays)**

**City of Bradenton (Pittsburgh Pirates)**

**City of Clearwater (Philadelphia Phillies)**

**City of Dunedin (Toronto Blue Jays)**

**City of Lakeland (Detroit Tigers)**

**City of Sarasota (Baltimore Orioles)**

**Indian River County (Los Angeles Dodgers)**

**Lee County (Minnesota Twins)**

**Palm Beach County (Houston Astros and Washington Nationals)**

**St. Lucie County (New York Mets)**

**Tampa Sports Authority (New York Yankees)**

**West Villages Improvement District (Atlanta Braves)**



**Charlotte County  
(Tampa Bay Rays)**

**1. DETAILED REPORT ON ALL LOCAL AND STATE FUNDS EXPENDED TO DATE ON THE PROJECT BEING FINANCED UNDER SECTION 288.11631, F.S.**

**REPORT NAMED STADIUM IMPROVEMENT DEBT SERVICE FUND EXPENSES**

**CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FOR YEARS 2007 - 2018**

**SUMMARY OF DEBT SERVICE EXPENSE & STATE GRANT REVENUE**

<b>Local Funds Expended (Principal &amp; Interest)</b>	<b>2007 - 2018</b>	<b>\$ 20,272,946</b>
<b>State Funds Received (Grant Funding)</b>	<b>2007 - 2018</b>	<b>\$ 5,708,379</b>

**CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FISCAL YEARS 2006/2007 THROUGH 2017/2018**

**STADIUM IMPROVEMENT DEBT SERIES FUND**

**AS OF 8/23/2018**

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
<b>Principal Payments</b>					
<b>2006.794506.575.71.0001 - Principal Pymts</b>					
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$645,000.00	-	\$645,000.00
10/01/2008	GJ	LOAN PMT-COMMERCE BNK 10/1/08	\$250,000.00	-	\$250,000.00
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$755,000.00	-	\$755,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$785,000.00	-	\$785,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	REVERSE OF 26731	-	\$785,000.00	\$(785,000.00)
10/01/2010	GJ	REVERSE OF 26731	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$785,000.00	-	\$785,000.00
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT	\$568,227.51	-	\$568,227.51
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$815,000.00	-	\$815,000.00
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$850,000.00	-	\$850,000.00
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$880,000.00	-	\$880,000.00
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL	-	\$880,000.00	\$(880,000.00)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$880,000.00	-	\$880,000.00
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$915,000.00	-	\$915,000.00
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674	-	\$915,000.00	\$(915,000.00)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$915,000.00	-	\$915,000.00
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$560,000.00	-	\$560,000.00
09/30/2015	GJ	STADIUM DEBT ACCRUAL FY 2015	\$425,000.00	-	\$425,000.00
10/01/2015	GJ	REVERSE STADIUM ACCRUAL (JE 45311)	-	\$425,000.00	\$(425,000.00)
10/01/2015	GJ	RCD STADIUM DEBT PMT	\$425,000.00	-	\$425,000.00
09/30/2016	GJ	STADIUM DEBT ACCRUAL FY 2016	\$1,000,000.00	-	\$1,000,000.00
10/03/2016	GJ	REVERSE STADIUM ACCRUAL (JE 48926)	-	\$1,000,000.00	\$(1,000,000.00)
10/03/2016	GJ	RCD STADIUM DEBT PMT - 10/3/16	\$1,000,000.00	-	\$1,000,000.00
09/30/2017	GJ	STADIUM DEBT ACCRUAL FY 2017	\$1,025,000.00	-	\$1,025,000.00
<b>TOTAL 2006.794506.575.71.0001</b>			<b>\$14,046,455.02</b>	<b>\$5,141,455.02</b>	<b>\$8,905,000.00</b>

**Interest Payments**

**2006.794506.575.72.0001 - Interest Pymts**

09/30/2007	GJ	TO ACCRUE INTEREST ON DEBT - 9/30/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	REVERSE OF 17148	-	\$754,874.52	\$(754,874.52)
04/01/2008	GJ	COMMERCE BANK INTEREST PMT	\$588,327.51	-	\$588,327.51
09/30/2008	GJ	TO ACCRUE INT ON DEBT 9/30/08	\$588,327.51	-	\$588,327.51
04/01/2009	GJ	INTEREST PMT - STADIUM	\$583,327.51	-	\$583,327.51
09/30/2009	GJ	TO ACCRUE INT ON DEBT 9/30/09	\$583,327.51	-	\$583,327.51
10/01/2009	GJ	REVERSE 23153-DEBT INT ACC	-	\$583,327.51	\$(583,327.51)
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$583,327.51	-	\$583,327.51
04/01/2010	GJ	INTEREST PMT - STADIUM BOND	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	\$568,227.51	-	\$568,227.51

10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$568,227.51	-	\$568,227.51
04/01/2011	GJ	INTEREST PMT - STADIUM	\$553,312.51	-	\$553,312.51
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT		\$568,227.51	\$(568,227.51)
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$553,312.51	-	\$553,312.51
03/30/2012	GJ	INTEREST PMT - STADIUM	\$537,012.51	-	\$537,012.51
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$537,012.51	-	\$537,012.51
04/01/2013	GJ	STADIUM DEBT PMT - 4/1/13	\$520,862.51	-	\$520,862.51
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$520,862.51	-	\$520,862.51
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL		\$520,862.51	\$(520,862.51)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$520,862.51	-	\$520,862.51
04/01/2014	GJ	DEBT PMT-STADIUM 4/1/14	\$503,262.51	-	\$503,262.51
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$503,262.51	-	\$503,262.51
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674		\$503,262.51	\$(503,262.51)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$503,262.51	-	\$503,262.51
04/01/2015	GJ	DEBT PMT-STADIUM-4/1/15	\$480,387.51	-	\$480,387.51
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$80,064.58	-	\$80,064.58
09/30/2015	GJ	STADIUM DEBT ACCRUAL FY 2015	\$336,563.63	-	\$336,563.63
10/01/2015	GJ	REVERSE STADIUM ACCRUAL (JE 45311)		\$336,563.63	\$(336,563.63)
10/01/2015	GJ	RCD STADIUM DEBT PMT	\$336,563.63	-	\$336,563.63
04/01/2016	GJ	STADIUM DEBT PMT - 4/1/16	\$413,553.14	-	\$413,553.14
09/30/2016	GJ	STADIUM DEBT ACCRUAL FY 2016	\$413,553.14	-	\$413,553.14
10/03/2016	GJ	REVERSE STADIUM ACCRUAL (JE 48926)		\$413,553.14	\$(413,553.14)
10/03/2016	GJ	RCD STADIUM DEBT PMT - 10/3/16	\$413,553.14	-	\$413,553.14
03/31/2017	GJ	STADIUM LOAN PMT - 3/31/17	\$398,553.14	-	\$398,553.14
09/30/2017	GJ	STADIUM DEBT ACCRUAL FY 2017	\$398,553.14	-	\$398,553.14
04/02/2018	GJ	STADIUM LOAN PMT - 4/2/18	\$383,178.14	-	\$383,178.14
<b>TOTAL 2006.794506.575.72.0001</b>			<b>\$15,048,617.41</b>	<b>\$3,680,671.33</b>	<b>\$11,367,946.08</b>
<b>TOTAL DEBT SERVICE</b>			<b>\$29,095,072.43</b>	<b>\$8,822,126.35</b>	<b>\$20,272,946.08</b>

**CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**FISCAL YEARS 2006/2007 THROUGH 2017/2018**  
**STADIUM IMPROVEMENT CAPITAL FUND**  
**AS OF 8/23/2018**

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
<b>Grant Funding</b>					
<b>3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv</b>					
03/31/2007	GJ	CORR TRF OF GRANT MONIES	\$41,667.00	-	\$41,667.00
04/30/2007	GJ	TRF APR GRANT MONIES TO DEBT	\$41,667.00	-	\$41,667.00
05/31/2007	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2007	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
07/31/2007	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
08/31/2007	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2007	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
10/31/2007	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2007	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2007	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
01/31/2008	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
02/29/2008	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2008	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2008	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00
05/31/2008	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2008	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2008	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2008	GJ	TRF DEBT REQA-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2008	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
01/02/2009	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/02/2009	GJ	TRF DEBT REQ-STADIUM-JAN 09	\$41,667.00	-	\$41,667.00
03/01/2009	GJ	TRF DEBT REQ-STADIUM-FEB 09	\$41,667.00	-	\$41,667.00
04/13/2009	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2009	GJ	TRF DEBT REQ-STADIUM APRIL	\$41,667.00	-	\$41,667.00
05/31/2009	GJ	TRF DEBT REQ-STADIUM-MAY 09	\$41,667.00	-	\$41,667.00
07/01/2009	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2009	GJ	TRF DEBT REQ-STADIUM-JULY09	\$41,667.00	-	\$41,667.00
09/01/2009	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2009	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2009	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2009	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2010	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/28/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
03/15/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/12/2010	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2010	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00

06/01/2010	GJ	TRF DEBT REQ-STADIUM/MAY	\$41,667.00	-	\$41,667.00
07/01/2010	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2010	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2010	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2010	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2010	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2010	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2011	GJ	TRF DEBT REQ-STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/01/2011	GJ	TRF DEBT REQ-STADIUM-JAN 11	\$41,667.00	-	\$41,667.00
03/01/2011	GJ	TRF DEBT REQ-STADIUM-FEB 11	\$41,667.00	-	\$41,667.00
04/01/2011	GJ	TRF DEBT REQ STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2011	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2011	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2011	GJ	TRF DEBT REQ - STADIUM - JUNE	\$41,667.00	-	\$41,667.00
08/12/2011	GJ	TRF DEBT REQ-STADIUM-JULY 11	\$41,667.00	-	\$41,667.00
09/01/2011	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2011	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2011	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2011	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2012	GJ	TRF DEBT REQ-STADIUM-DEC 11	\$41,667.00	-	\$41,667.00
02/01/2012	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2012	GJ	TRF DEBT REQ STADIUM-FEB 2012	\$41,667.00	-	\$41,667.00
04/01/2012	GJ	TRF DEBT REQ-STADIUM - MARCH 20	\$41,667.00	-	\$41,667.00
05/01/2012	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2012	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2012	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2012	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/17/2012	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2012	GJ	TRF DEBT REQ-STADIUM-SEPT 2012	\$41,667.00	-	\$41,667.00
10/31/2012	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2012	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/02/2013	GJ	TRF DEBT REQ - STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/15/2013	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/11/2013	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2013	GJ	TRF DEBT REQ-STADIUM-MARCH 201	\$41,667.00	-	\$41,667.00
05/01/2013	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/30/2013	GJ	TRF DEBT REQ-STADIUM-MAY 13	\$41,667.00	-	\$41,667.00
07/01/2013	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/21/2013	GJ	TRF DEBT REQ-STADIUM-JULY 13	\$41,667.00	-	\$41,667.00
09/01/2013	GJ	TRF DEBT REQ-STADIUM-AUG 13	\$41,667.00	-	\$41,667.00
09/30/2013	GJ	TRF DEBT REQ- STADIUM-SEPT 13	\$41,667.00	-	\$41,667.00
11/01/2013	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2013	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2014	GJ	TRF DEBT REQ-SATDIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2014	GJ	TRF DEBT REQ-STADIUM-JAN 14	\$41,667.00	-	\$41,667.00
03/01/2014	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2014	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2014	GJ	TRF DEBT REQ-STADIUM-APR 14	\$41,667.00	-	\$41,667.00
06/01/2014	GJ	TRF DEBT REQ-STADIUM-MAY 14	\$41,667.00	-	\$41,667.00

07/01/2014	GJ	TRF DEBT REQ-STADIUM-JUNE 14	\$41,667.00	-	\$41,667.00
08/01/2014	GJ	TRF DEBT REQ-STADIUM-JULY 14	\$41,667.00	-	\$41,667.00
09/01/2014	GJ	TRF DEBT REQ-STADIUM -AUG 14	\$41,667.00	-	\$41,667.00
09/30/2014	GJ	TRF DEBT REQ-STADIUM-SEPT 14	\$41,667.00	-	\$41,667.00
11/01/2014	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2014	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2014	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2015	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2015	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2015	GJ	TRF DEBT REQ-STADIUM-MARCH 15	\$41,667.00	-	\$41,667.00
05/06/2015	GJ	TRF DEBT REQ-STADIUM-APRIL 15	\$41,667.00	-	\$41,667.00
06/01/2015	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/29/2015	GJ	TRF DEBT REQ-STADIUM-JUNE 15	\$41,667.00	-	\$41,667.00
08/01/2015	GJ	TRF DEBT REQ-STADIUM-JULY 2015	\$41,667.00	-	\$41,667.00
09/22/2015	GJ	TRF DEBT REQ-STADIUM-AUG 15	\$41,667.00	-	\$41,667.00
09/30/2015	GJ	TRF DEBT REQ-STADIUM-SEPT 15	\$41,667.00	-	\$41,667.00
11/01/2015	GJ	TRF DEBT REQ-STADIUM-OCT 15	\$41,667.00	-	\$41,667.00
12/01/2015	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2016	GJ	TRF DEBT REQ STADIUM - DEC 15	\$41,667.00	-	\$41,667.00
02/01/2016	GJ	TRF DEBT REQ-STADIUM-JAN16	\$41,667.00	-	\$41,667.00
03/01/2016	GJ	TRF DEBT REQ-STADIUM-FEB 16	\$41,667.00	-	\$41,667.00
04/01/2016	GJ	TRF DEBT REQ-STADIUM-MARCH 16	\$41,667.00	-	\$41,667.00
05/01/2016	GJ	TRF DEBT REQ-STADIUM-APRIL 16	\$41,667.00	-	\$41,667.00
06/01/2016	GJ	TRF DEBT REQ-STADIUM/MAY 16	\$41,667.00	-	\$41,667.00
07/25/2016	GJ	TRF DEBT REQ-STADIUM-JUNE 16	\$41,667.00	-	\$41,667.00
08/01/2016	GJ	TRF DEBT REQ-STADIUM-JULY 16	\$41,667.00	-	\$41,667.00
09/20/2016	GJ	TRF DEBT REQ-STADIUM-AUG 16	\$41,667.00	-	\$41,667.00
09/30/2016	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/30/2016	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2016	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/03/2017	GJ	TRF DEBT REQ-STADIUM-DEC 16	\$41,667.00	-	\$41,667.00
02/01/2017	GJ	TRF DEBT REQ-STADIUM-JAN 17	\$41,667.00	-	\$41,667.00
03/01/2017	GJ	TRF DEBT REQ-STADIUM-FEB 17	\$41,667.00	-	\$41,667.00
04/01/2017	GJ	TRF DEBT REQ-STADIUM-MARCH 17	\$41,667.00	-	\$41,667.00
05/01/2017	GJ	TRF DEBT REQ-STADIUM-APR 17	\$41,667.00	-	\$41,667.00
06/01/2017	GJ	TRF DEBT REQ-STADIUM-MAY 17	\$41,667.00	-	\$41,667.00
06/30/2017	GJ	TRF DEBT REQ-STADIUM-JUNE 17	\$41,667.00	-	\$41,667.00
08/01/2017	GJ	TRF DEBT REQ-STADIUM-JULY 17	\$41,667.00	-	\$41,667.00
09/18/2017	GJ	TRF DEBT REQ - STADIUM - AUG 17	\$41,667.00	-	\$41,667.00
09/30/2017	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2017	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2017	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/18/2018	GJ	TRF DEBT REQ-STADIUM-DEC 17	\$41,667.00	-	\$41,667.00
02/01/2018	GJ	TRF DEBT REQ-STADIUM - JAN 18	\$41,667.00	-	\$41,667.00
03/01/2018	GJ	TRF DEBT REQ-STADIUM-FEB 18	\$41,667.00	-	\$41,667.00
04/01/2018	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/15/2018	GJ	TRF DEBT REQ-STADIUM-APR 18	\$41,667.00	-	\$41,667.00
06/01/2018	GJ	TRF DEBT REQ-STADIUM-MAY 18	\$41,667.00	-	\$41,667.00
07/01/2018	GJ	TRF DEBT REQ-STADIUM-JUNE 18	\$41,667.00	-	\$41,667.00



08/01/2018	GJ	TRF DEBT REQ-STADIUM-JULY 18	\$41,667.00	-	\$41,667.00
		<b>TOTAL GRAND FUNDING:</b>	<b>\$5,708,379.00</b>	<b>-</b>	<b>\$5,708,379.00</b>

2) COPY OF THE CONTRACT BETWEEN THE TAMPA BAY  
RAYS AND CHARLOTTE COUNTY

CONTRACT NAMES CHARLOTTE SPORTS PARK  
AGREEMENT

AGR 2006-053

### Charlotte Sports Park Agreement

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

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

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

1. Terms of Use

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

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

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

2. Project Description

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

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

IMAGED  
8/10-18-06  
AP

EXHIBIT "A"

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

3. **Project Capital Funding**

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

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

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

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

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

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

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

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

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

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

4. Project Design and Construction

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

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

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

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

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

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

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

5. Rays Rights-of-Use to Project

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

- (a) Each day from February 10<sup>th</sup> through April 3<sup>rd</sup> of each calendar year ("Spring Training"): The Rays shall have primary use of the stadium, new clubhouses, administrative office space dedicated to the Rays' use, team store, practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During this time, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;
- (b) Each day from April 4<sup>th</sup> through July 1<sup>st</sup> ("Extended Spring Training"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During these times, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;
- (c) Before 2pm each day from September 1<sup>st</sup> through October 31<sup>st</sup> of each calendar year ("Instructional League"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other

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

- (d) At all other times, the Rays shall maintain sole use of the major league clubhouse, administrative office space dedicated to the Rays' use, team store, and the one (1) full-size, grass major league practice field. In addition, the Rays shall retain the right to restrict access to associated training facilities (batting cages, gang mounds, etc.), one (1) minor league practice field, and the minor league clubhouse if they are reasonably required for the Rays' use and upon three (3) weeks notice to the County. County and the Rays agree that a change in the timeline for "extended spring training" and/or the need for the Rays to locate a rookie league team at the Project site constitute a reasonable basis for such access restrictions;
- (e) The Rays and the County shall also make the Project facilities available for up to one week each year, the date to be mutually agreed upon by the parties, for a Devil Rays Fantasy Camp;
- (f) The Rays may use the facility for clinics, camps, and promotional or marketing events throughout the year, provided that three (3) weeks notice is provided to County and such use does not interfere with County's rights of use as described in Item 6 below.

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

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



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

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

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

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

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

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

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

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

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

7. **Rays Rights to Project Revenues**

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

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

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

8. **County Rights to Project Revenues**

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

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

9. Maintenance and Capital Repair

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

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

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

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

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

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

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

10. Community Benefits

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

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

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

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

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

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

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

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

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

11. Utilities

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

12. Public Services

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

13. Day of Game Operations

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

14. Rays Parking

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

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

15. **Rays Right to Make Interior Improvements**  
The Rays shall have the right, from time to time and at its expense, to make all such improvements to, and decorate the interior of the property covered hereunder, as shall be reasonably necessary or appropriate, in the Rays' judgment, for the conduct thereon of its business. Prior to the commencement of any such major alteration, improvement, or decoration, the Rays shall submit said plans and specifications to the County Parks Director or designee for review and approval. If within thirty (30) days after such plans and specifications have been submitted and delivered by the Rays to the County Parks Director or designee for such approval, and the County Parks Director or designee shall not have given the Rays notice of disapproval thereof, stating the reason for such disapproval, then the plans and specifications shall be considered approved by the County for the purposes of this agreement. Such approval, however, will not relieve the Rays of the obligation to seek all other public approvals required under the laws of Charlotte County and/or the State of Florida.
16. **Zoning and Land Use Approvals**  
The County will provide or secure all zoning, subdivision, land use, curb cut, construction, and all other necessary governmental or quasi-governmental approvals, licenses, and permits necessary to construct and operate the Project.
17. **Environmental Remediation**  
County will by June 1, 2007, remediate any environmental, geodetic, or other site conditions that would adversely impact the cost or speed with which the Project can be completed. The Rays shall not be liable for any pre-existing environmental conditions of the Project site. Any costs of environmental remediation will be paid out of the Project Budget, provided that if such remediation costs exceed \$1,000,000 then the parties may terminate the Project without penalty.
18. **Insurance, Liabilities, and Indemnities**
  - (a) The Rays agree to and will at all times defend, indemnify, save, and hold harmless the County from any and all damages, liabilities, claims, demands, expenses, and costs arising out of, or in connection with, any use of the Project facilities by the Rays, its agents, officers, servants or employees, resulting from or any manner arising out of this Agreement with the County, excepting only liability resulting solely from negligence of the County, its agents, invitees, or employees. Subject to the above exception, the Rays shall, upon



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

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

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

19. **Disaster Preparations**

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

20. Taxes

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

21. Rights of Assignment

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

22. Subordination to MLB Documents

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

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

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

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

23. Media Rights

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

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

24. Force Majeure

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

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

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

25. Settlement of Disputes Arising Under the Agreement

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

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

26. **Entire Agreement**

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

27. **Severability**

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

28. **Rights of Renewal**

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

29. **Notice**

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

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

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

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

30. **Contact Persons**

The parties agree to designate one or more employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

31. **Authority to Execute**

County and Rays both warrant to the other that they, and the persons executing this Agreement on behalf of each of them, have the right, power and authority to execute this Agreement.

32. **Effective Date**

This Agreement shall become effective upon the filing thereof in the public records of the Clerk of the Circuit Court of Charlotte County, Florida.

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

TAMPA BAY DEVIL RAYS, LTD.

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

STATE OF FLORIDA  
COUNTY OF DUNEDIN

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

John P. Higgins  
NOTARY PUBLIC

My commission expires John P. Higgins  
Commission # DD267358  
Expires October 30, 2008  
Notary Public - State of Florida, No. 0019667518

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

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

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

By: Barbara T. Scott  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton  
Janette S. Knowlton  
County Attorney 06-444 DL

## SCHEDULE 1: PROJECT CAPITAL FUNDING SOURCES

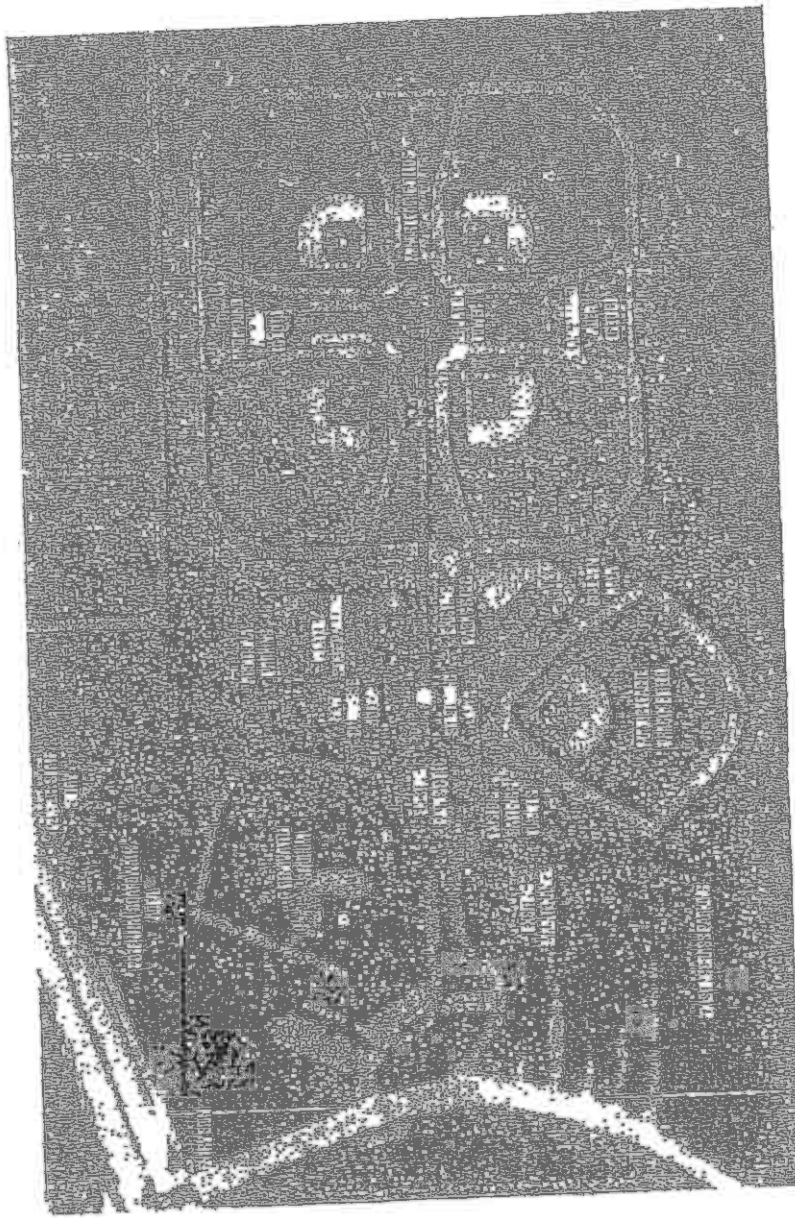
	State of Florida	Charlotte County funds (4th cent - one time)	Okaloosa County funds (4th cent transfer tax)	Charlotte County funds (5th cent transfer tax)	Tampa Bay Area Rays (payments)
2007	\$ 300,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ -
2008	\$ 300,000	\$ -	\$ 463,500	\$ 463,500	\$ -
2009	\$ 500,000	\$ -	\$ 352,405	\$ 477,405	\$ 595,190
2010	\$ 300,000	\$ -	\$ 366,727	\$ 491,727	\$ 566,546
2011	\$ 300,000	\$ -	\$ 381,479	\$ 506,479	\$ 537,042
2012	\$ 300,000	\$ -	\$ 396,673	\$ 521,673	\$ 506,653
2013	\$ 300,000	\$ -	\$ 412,324	\$ 537,324	\$ 475,353
2014	\$ 300,000	\$ -	\$ 428,443	\$ 553,443	\$ 443,114
2015	\$ 300,000	\$ -	\$ 445,047	\$ 570,047	\$ 409,907
2016	\$ 500,000	\$ -	\$ 462,148	\$ 587,148	\$ 375,704
2017	\$ 500,000	\$ -	\$ 479,762	\$ 604,762	\$ 340,475
2018	\$ 500,000	\$ -	\$ 497,905	\$ 622,905	\$ 304,190
2019	\$ 500,000	\$ -	\$ 516,592	\$ 641,592	\$ 266,815
2020	\$ 300,000	\$ -	\$ 535,840	\$ 660,840	\$ 228,320
2021	\$ 500,000	\$ -	\$ 555,665	\$ 680,665	\$ 188,669
2022	\$ 500,000	\$ -	\$ 576,085	\$ 701,085	\$ 147,829
2023	\$ 500,000	\$ -	\$ 597,118	\$ 722,118	\$ 105,764
2024	\$ 500,000	\$ -	\$ 618,791	\$ 743,781	\$ 100,000
2025	\$ 500,000	\$ -	\$ 641,095	\$ 766,095	\$ 100,000
2026	\$ 500,000	\$ -	\$ 664,078	\$ 789,078	\$ 100,000
2027	\$ 500,000	\$ -	\$ 687,750	\$ 812,750	\$ 100,000
2028	\$ 300,000	\$ -	\$ 712,133	\$ 837,133	\$ 100,000
2029	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2030	\$ 100,000	\$ -	\$ -	\$ -	\$ -
2031	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2032	\$ 300,000	\$ -	\$ -	\$ -	\$ -
2033	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2034	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2035	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2036	\$ 500,000	\$ -	\$ -	\$ -	\$ -

## SCHEDULE 2: PROJECT MAINTENANCE AND OPERATIONS FUNDING SOURCES

	Charlotte County funds (Existing 622D Budget)	Charlotte County funds (4th construction lot)	Number (Situ (County shares)	Other event revenue	Teague Boy Devil Boys (Revenues)	TOTAL
2009	\$ 387,043	\$ 125,000	\$ 75,000	\$ 220,000	\$ 116,550	\$ 923,593
2010	\$ 398,654	\$ 125,000	\$ 77,250	\$ 226,600	\$ 120,047	\$ 947,551
2011	\$ 410,614	\$ 125,000	\$ 79,568	\$ 233,398	\$ 123,648	\$ 972,227
2012	\$ 422,932	\$ 125,000	\$ 81,955	\$ 240,400	\$ 127,357	\$ 997,644
2013	\$ 435,620	\$ 125,000	\$ 84,413	\$ 247,612	\$ 131,178	\$ 1,023,823
2014	\$ 448,689	\$ 125,000	\$ 86,946	\$ 255,040	\$ 135,113	\$ 1,050,788
2015	\$ 462,150	\$ 125,000	\$ 89,554	\$ 262,692	\$ 139,167	\$ 1,078,562
2016	\$ 476,014	\$ 125,000	\$ 92,241	\$ 270,572	\$ 143,342	\$ 1,107,169
2017	\$ 490,294	\$ 125,000	\$ 95,008	\$ 278,689	\$ 147,642	\$ 1,136,634
2018	\$ 505,003	\$ 125,000	\$ 97,858	\$ 287,050	\$ 152,071	\$ 1,166,983
2019	\$ 520,153	\$ 125,000	\$ 100,794	\$ 295,662	\$ 156,633	\$ 1,198,242
2020	\$ 535,758	\$ 125,000	\$ 103,818	\$ 304,531	\$ 161,332	\$ 1,230,439
2021	\$ 551,831	\$ 125,000	\$ 106,932	\$ 313,667	\$ 166,172	\$ 1,263,603
2022	\$ 568,386	\$ 125,000	\$ 110,140	\$ 323,077	\$ 171,158	\$ 1,297,761
2023	\$ 585,437	\$ 125,000	\$ 113,444	\$ 332,770	\$ 176,292	\$ 1,332,944
2024	\$ 603,000	\$ 125,000	\$ 116,848	\$ 342,753	\$ 181,581	\$ 1,369,182
2025	\$ 621,090	\$ 125,000	\$ 120,353	\$ 353,035	\$ 187,029	\$ 1,406,507
2026	\$ 639,723	\$ 125,000	\$ 123,964	\$ 363,626	\$ 192,639	\$ 1,444,953
2027	\$ 658,915	\$ 125,000	\$ 127,682	\$ 374,535	\$ 198,419	\$ 1,484,551
2028	\$ 678,682	\$ 125,000	\$ 131,513	\$ 385,771	\$ 204,371	\$ 1,525,338
2029*	\$ 699,043	\$ 125,000	\$ 135,458	\$ 397,344	\$ 210,502	\$ 1,567,348
2030*	\$ 720,014	\$ 125,000	\$ 139,522	\$ 409,265	\$ 216,817	\$ 1,610,618
2031*	\$ 741,614	\$ 125,000	\$ 143,708	\$ 421,543	\$ 223,322	\$ 1,655,187
2032*	\$ 763,863	\$ 125,000	\$ 148,019	\$ 434,189	\$ 230,022	\$ 1,701,092
2033*	\$ 786,779	\$ 125,000	\$ 152,460	\$ 447,215	\$ 236,922	\$ 1,748,375

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

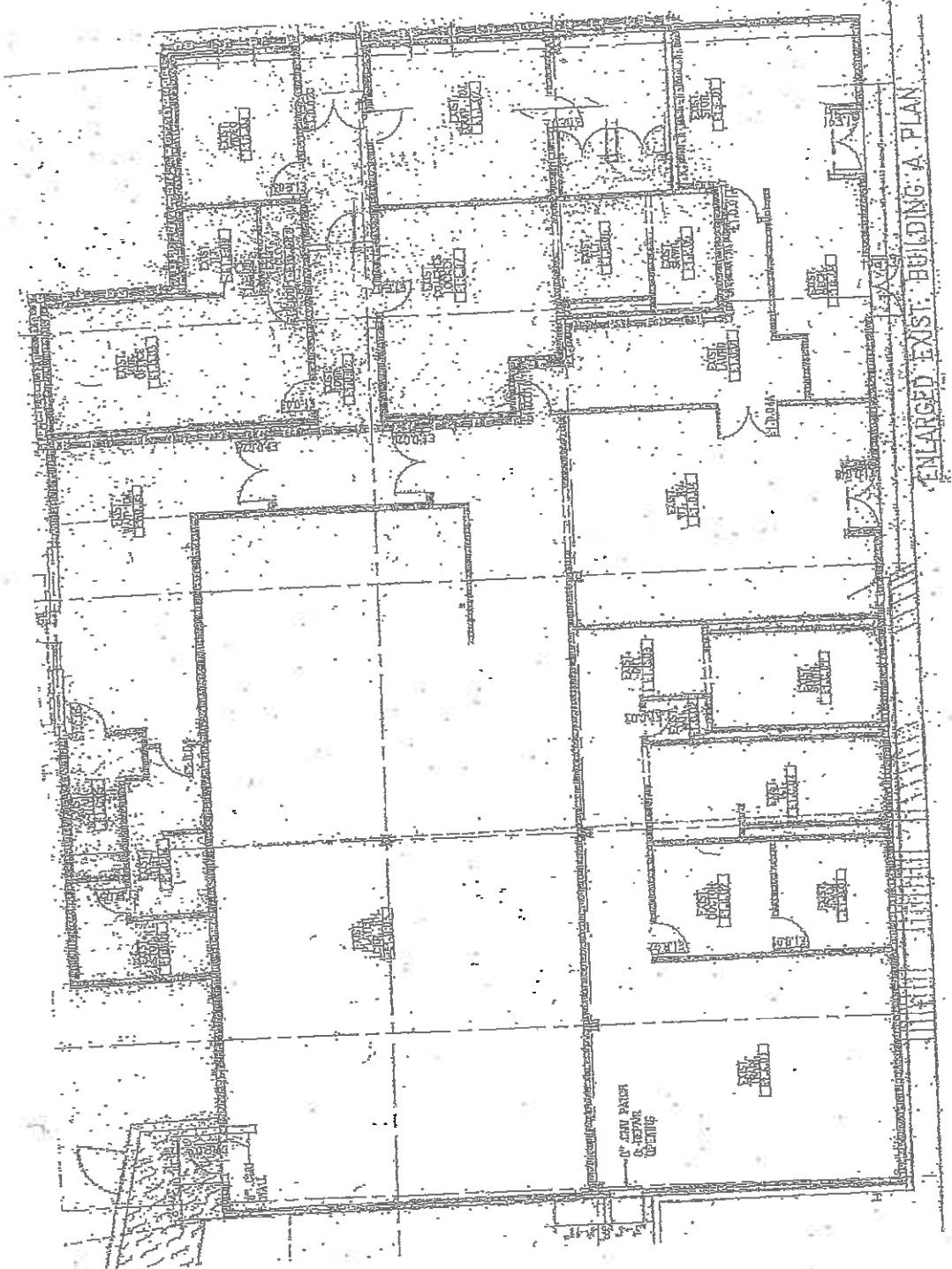




PHOTOGRAPHED BY THE FBI LABORATORY

10/18/06

IMAGED  
10-18-06  
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ENLARGED EXIST. BUILDING - A PLAN

EXHIBIT "B"

**AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN  
CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 26 day of January, 2010, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY DEVIL RAYS LTD., n/k/a TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, pursuant to the terms of the Agreement, the County is responsible for maintaining the playing fields at the Sports Park but the Rays have the option of electing to maintain the playing fields during the periods of their primary use; and

WHEREAS, the Rays have requested that County permit the Rays to maintain the Sports Park Fields, as defined herein, on a year-round, full time basis; and

WHEREAS, County and Rays now desire to amend the Agreement to provide for the Rays assuming year-round, full time, responsibility for the maintenance of the Sports Park Fields at the Sports Park.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. Purpose.**

The purpose of this Amendment is to provide for the assumption of year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5½ practice fields within the Sports Park complex (hereinafter "Sports Park Fields") by the Rays beginning January 12, 2010 (the "Effective Date").

**2. SPORTS PARK FIELDS MAINTENANCE.**

Rays groundskeeping staff will provide all necessary field maintenance and support for all activities on the Sports Park Fields, including, but not limited to Rays spring training games, Gulf Coast League games, and "non-major league baseball-affiliated events" as defined in Section 6 of the Agreement as concerts, plays, sporting events and tournaments or other revenue-producing or civically-oriented events. The Rays will also assume the County's responsibility to provide field management maintenance and support for the Florida State League team as

outlined in the County's Stadium Lease Agreement with Ripken-Rays Florida Baseball LLC. County acknowledges, and Rays agree, that the Rays have a thorough understanding of the maintenance standards necessary to maintain the Sports Park Fields pursuant to the terms of this Amendment.

**3. SPORTS PARK FIELDS MAINTENANCE STAFFING PLAN.**

(a) The field maintenance staff for the Sports Park Fields shall be hired and employed by the Rays and will consist of a Head Groundskeeper, Field Maintenance Supervisor, who will report directly to the Head Groundskeeper, six full-time groundskeepers, staff equipment mechanic, and all seasonal and part-time employees who shall report to the Field Maintenance Supervisor. Additionally, the Field Maintenance Supervisor will manage any contracted service providers for field maintenance. Within thirty (30) days of the effective date of this Amendment, Rays agree to interview, and consider hiring, field maintenance staff currently employed by County for employment as Rays field maintenance staff for the Sports Park Fields.

(b) The Rays and County acknowledge the stadium playing field drainage issues which arose during the 2009 baseball season. The County agrees that the Rays are not responsible for any current or future stadium playing field structure or performance issues resulting from either the original construction of the field or from field maintenance by the County which began in January 2009 and will run through the end of the implementation of the Playing Field Action Plan noted below and attached hereto as Attachment A. After the Playing Field Action Plan has been completed Rays shall assume sole responsibility for the maintenance of the stadium playing field. In the event that the Playing Field Action Plan does not adequately resolve the underlying stadium field drainage issues, the Rays are not responsible for any future stadium playing field improvements to address those drainage concerns identified in Attachment A.

(c) To address the stadium playing field drainage concerns, the County will implement the attached Playing Field Action Plan. The County acknowledges that the Rays shall assume no costs associated with the Playing Field Action Plan, including any additional material or labor costs associated with any element of the follow-up protocol, which may be undertaken after January 12<sup>th</sup>, 2010, including on-going costs associated with acid injection. The County will provide all necessary resources to complete the implementation of the Playing Field Action Plan including the 31-60 day follow up, projected to end no later than February 5th, 2010.

(d) Any potential future field maintenance or reconstruction of any or all of the Sports Park Playing Fields that are unrelated to the stadium field drainage issues identified herein, and the costs for such field maintenance or reconstruction that are not the responsibility of the Rays under the terms of this Amendment, shall be mutually negotiated and agreed upon by Rays and County.

(e) Rays agree to abide by all applicable laws, rules, ordinances and regulations of any federal, state or local governments or agencies in the performance of any work, services or other obligations required of the Rays under the terms of this Amendment.

**4. DUTIES OF RAYS SPORTS PARK FIELDS MAINTENANCE SUPERVISOR AND STAFF.**

(a) The Field Maintenance Supervisor is a working foreman who assists the Rays Head Groundskeeper in the maintenance of the Sports Park Fields. The Field Maintenance Supervisor will meet with designated County Parks, Recreation and Cultural Resources Staff on a weekly basis to review field conditions, work plans, and discuss upcoming activities including any upcoming use of the Sports Park Fields by either County or Rays. Field Maintenance Supervisor responsibilities shall include, but are not limited to:

- Ensuring the Sports Park Fields are properly maintained to Major League Baseball, Tampa Bay Rays and County specifications
- Addressing the field preparation needs of managers, coaches, trainers and players
- Maintaining a high-level working knowledge of herbicides and pesticides
- Supervising day to day work activities of groundskeepers, including providing daily work direction and task assignment
- Addressing groundskeeper's performance issues
- Making weekly schedule for staff
- Evaluating groundskeeper's performance on an annual basis
- Acting on other duties or projects assigned by the Head Groundskeeper or front office personnel.

(b) The Rays full-time, seasonal and part-time groundskeepers will be responsible for maintaining the Sports Park Fields according to Major League Baseball, Tampa Bay Rays and County standards. Responsibilities shall include the following:

- Applying ball field mechanics, e.g. ensuring accurate distances and measurements
- Working with different types of clay and clay conditioners
- Working with natural and artificial turf
- Working game days - pre-game preparation, raking infield during games, post-game clean up
- Building and maintaining pitching mounds and home plates
- Mowing and edging fields to ensure a safe playing field and appropriate appearance
- Maintaining common areas surrounding facilities
- Maintaining irrigation systems and performing all necessary irrigation of the Sports Park Playing Fields to Major League Baseball, Tampa Bay Rays and County standards.
- Working with herbicides and pesticides
- Safely using all equipment required for above
- Additional duties and projects as required by Head Groundskeeper or Field Maintenance Supervisor.

**5. SPORTS PARK FIELDS MAINTENANCE EQUIPMENT.**

(a) All equipment necessary to maintain the Sports Park Fields, with the exception of the equipment provided to the Rays by County pursuant to paragraph 5(b) of this Amendment, shall be provided by and paid for by the Rays.

(b) Charlotte County Parks and Recreation will provide the Rays a full list of all County owned field maintenance equipment available for the use of the Rays, ("County Field Maintenance Equipment"), attached hereto as Attachment B, noting (1) the condition of each

piece and hours logged, (2) copies of all maintenance plans and warranty materials, (3) instruction materials, (4) a recommended protocol regarding equipment servicing, and (5) the long-term replacement plan for each piece. The County will continue to maintain all warranties on the County Field Maintenance Equipment, and will be responsible for processing all warranty requests in a timely manner.

(c) The Rays shall provide and pay for regular maintenance for the County Field Maintenance Equipment; however, the County will perform annual reel grinding for all appropriate County Field Maintenance Equipment at County's expense. The Rays staff mechanic will service the County Field Maintenance Equipment on a regular and as-needed basis. The County will conduct semi-annual inspections of the County Field Maintenance Equipment. Any necessary repair or replacement of the County Field Maintenance Equipment, including emergency repairs or replacements, will be agreed-upon by both the Rays and the County. The County will maintain all appropriate insurance on the County Field Maintenance Equipment.

(d) The County will arrange for the delivery of gas and diesel fuel for the field maintenance equipment at no charge to the Rays, but the cost of the gas and diesel fuel shall be paid for by the Rays to County at the current contract price in effect under County's annual contract for gas and diesel fuel purchases.

**6. SPORTS PARK FIELDS MAINTENANCE MATERIALS AND SUPPLIES.**

(a) The Rays shall be responsible for providing and paying for all maintenance materials and supplies necessary to maintain the Sports Park Fields, including, but not limited to fertilizer, herbicides/pesticides, clay and clay conditioner, nets, protective screens, wind screens, top dressing sand, overseeding supplies, chalk, uniforms, and small tools (e.g. rakes, shovels, brooms, edgers, weed-eaters).

(b) The Rays will also provide all Field Maintenance office supplies, including janitorial supplies, office equipment, phones, computers and other such items and shall be responsible for any and all costs, billings or charges related to same. The County will provide safe and professional work space, including office, garage and storage space, for the Field Maintenance Staff in Building C within the Sports Park complex. The County will also continue to provide garbage and debris removal services for the Sports Park complex.

**7. SPORTS PARK FIELDS MAINTENANCE BUDGET.**

(a) County and Rays acknowledge that the Agreement provides for in Section 9(a) and in SCHEDULE 2-PROJECT MAINTENANCE AND OPERATIONS FUNDING SOURCES ("Schedule 2"), a schedule of annual payments for the Sports Park facility to the M&O Fund to be paid by County and Rays for maintaining and operating the Sports Park complex and grounds.

(1) The parties agree that the total cost to maintain the Sports Park Fields for the initial year of this Amendment, year 2010 is \$525,285.10 and shall grow annually at a rate of 3% ("Field Maintenance Budget"), as detailed on the schedule of payments, attached hereto as Attachment C.

(2) The County shall deduct the Rays' annual M&O payment obligation, as described in the Agreement, and then tender payment to the Rays for the remainder each year in equal quarterly installments on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup> during the term of this Amendment. As an example, in 2010, the Rays M&O payment obligation is \$120,047. The County shall deduct this amount from the 2010 Sports Park Fields budget of \$525,285.10 and tender payment to the Rays in the amount of \$405,238.10 in the manner noted above and on Attachment C ("County Obligation to Rays").

(3) The County and the Rays further agree that, in exchange for the payment to the Rays for field maintenance services for the Sports Park Fields noted above, the County shall be entitled to reduce its obligation to fund Maintenance and Operations at the Sports Park, noted in Section 9 and Schedule 2 of the Agreement, in an amount up to the annual County Obligation to Rays for field maintenance. In no event shall the reduction of any County funds to the total M&O budget be greater than the County Obligation to Rays for field maintenance. As noted in Attachment C, in 2010, the Remaining County M&O and Other Event Revenues Obligation will be \$422,266. All other County operating and maintenance obligations noted in the Agreement remain.

(4) As per Section 9 of the Agreement, the County and Rays agree that if, in any given year, actual County maintenance and operations costs at the Sports Park are less than the Remaining County M&O and Other Event Revenues Obligation as noted on Attachment C, the difference will be transferred into the Capital Reserve Fund. This will be reviewed annually at the end of the County fiscal year.

(b) The Rays agree to keep a field maintenance budget for all expenses related to the maintenance of the Sports Park Fields and agree to schedule an annual meeting with County to review the status of that budget. The parties agree to annually review the actual expenditures for the Sports Park Fields maintenance. This would not result in any change to the financial obligation set forth herein to either party but should be viewed as a part of due diligence regarding utilization of taxpayer funds.

**B. COUNTY'S RIGHT OF USE OF THE SPORTS PARK AND SPORTS PARK FIELDS.**

The parties agree that County shall have use of the Sports Park facility, including the Sports Park Fields, for non major league baseball-affiliated events (as that term is defined in the Agreement) and pursuant to the terms of the Agreement. The parties agree that nothing contained in this Amendment or the Agreement shall be construed as to give the Rays authority to refuse to permit County the use of the Sports Park Fields for any non major league baseball-affiliated events, and the parties agree that the County reserves the right to use the Sports Park Fields for any non major league baseball-affiliated events at County's sole discretion and approval. Prior to the scheduling of any non-major league baseball-affiliated events at the Sports Park, the County will review the scope of the event with the Rays and, if applicable, confirm (1) field availability, and (2) the appropriate field maintenance needs.

Costs for any non-traditional field maintenance needs associated with non major league baseball events are the responsibility of the County-or any third party event vendor. Non-traditional

field maintenance needs include, but are not limited to field conversion activities for special events (e.g. forklift operations for concert stage set up) and repairs to damages to the playing field that result from such use. The County bears general responsibility for any damages to the playing field caused by non-major league baseball events. All conditions regarding non-major league baseball-affiliated events as noted in Section 6 of the Agreement, including the provision that County shall be responsible for all liabilities arising from County's use of the Sports Park Fields for non major league baseball-affiliated events still apply.

**9. STADIUM LEASE AGREEMENT - RIPKEN-RAYS FLORIDA BASEBALL LLC.**

County and Rays acknowledge that the STADIUM LEASE AGREEMENT between RIPKEN-RAYS FLORIDA BASEBALL LLC (hereinafter referred to as "Ripken") and County, entered into on or about February 10, 2009, provides that the County shall maintain the Sports Park Fields. By signature of Ripken's authorized representative on this Amendment, Ripken hereby consents and agrees to the terms and conditions of this Amendment which provide that the Rays shall be solely responsible for the year-round maintenance of the Sports Park Fields.

**10. TERM/TERMINATION.**

The term of this Amendment shall begin on the Effective Date and shall terminate simultaneously with the termination of the Agreement; provided, however, that either County or Rays may terminate this Amendment, with or without cause, at any time upon providing nine (9) months written notice of termination to the non-terminating party. In the event this Amendment is terminated by either party, the responsibility for maintaining the Sports Park Fields will revert back to the County on the same terms that are enumerated in the Agreement and all other provisions of the Agreement shall remain in effect.

**11. INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment, including all exhibits and attachments hereto, is specifically incorporated into and made a substantive part of the Agreement.

**12. SEVERABILITY.**

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

**13. CONFLICT WITH AGREEMENT.**

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

**14. ENTIRE AGREEMENT.** This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.



15. **MODIFICATION.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

16. **ASSIGNMENT.** This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by either party without the prior written consent of the other party.

17. **INDEMNIFICATION.** Rays shall indemnify, hold harmless and, at County's option, defend County, and its officers and employees, from all suits and actions at law, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Rays and persons employed or utilized by Rays in the performance of any work or services under this Amendment.

18. **AUTHORITY TO EXECUTE.**

County, Rays and Ripken warrant to the other parties that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

19. **EFFECTIVE DATE.**

If fully executed by County, Rays, and Ripken, this Amendment shall take effect on January 12, 2010.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
SVP, Development & Business Affairs (title)

STATE OF FLORIDA  
COUNTY OF PIWELLAS

Sworn to and subscribed before me this 2<sup>ND</sup> day of OCTOBER, 2009<sup>10</sup>  
by MICHAEL KALT, the SVP Dev. & Bvs. Aff. (title) of Tampa Bay Rays Baseball, Ltd., who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC

My commission expires



RIPKEN-RAYS FLORIDA BASEBALL LLC

By: [Signature]  
Authorized Person, (title)

STATE OF Maryland  
COUNTY OF Harford

Sworn to and subscribed before me this 14 day of January, 2009/2010  
by C. Flannery, the Authorized Person (title) of Ripken-Rays Florida Baseball,  
LLC., who is personally known to me or who has produced Drivers License as  
identification.

[Signature]  
NOTARY PUBLIC

My commission expires: 10/31/12

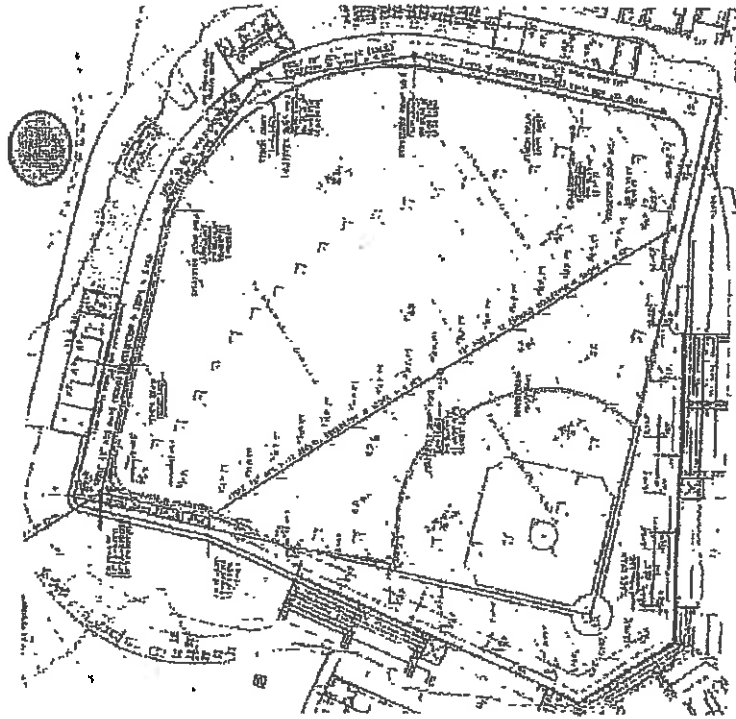
BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA  
By: [Signature]  
Robert J. Starr, Chairman  
Date: 1/26/10

Attest:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners  
By: [Signature]  
Deputy Clerk  
Apr 2006-053

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
By: [Signature]  
Janette S. Knowlton, County Attorney  
DB 09-572

Attachment A  
Playing Field Action Plan

## Summary Approach



### Approach

1. Irrigation Enhancement to improve water quality
2. Deep Drill Aeration Program - Execution
3. Deep Drill Aeration Program - Follow Up
4. Amended Maintenance Program

The following approach deals with the approximate 80,000 SF outfield turf area bordered in red. It does not involve the warning track or infield area.

# Responsibility Matrix

## Approach

1. Irrigation Enhancement to improve water quality -- Populous, TerraSport, Dan Morgan collaborate and issue appropriate specification/deliverables. HMT contracts for any equipment installation required. County handles any ongoing O&M purchases/activities
2. Deep Drill Aeration Program -- Execution -- Sports Turf One
3. Deep Drill Aeration Program -- Follow Up -- Charlotte County
4. Amended Maintenance Program - Dan Morgan issues (Populous & TerraSport review/comment)

# 1

## Irrigation Enhancement to Improve Water Quality

Install Acid Injection System +  
Specify Technique to Manage Each  
Water Quality Component above  
Spec

### Water Analysis

Testing Agency	Reclaimed Water Guidelines (USGA)	Prime Tnd	Prime Tnd
Water Treated		Irregular Water (Mtx)	Reclaimed Water
Date		04/28/09	04/28/09
pH	5.7 (Prime Tnd)	7.7	7.8
Carbonates "CO <sub>3</sub> " (ppm)	> 15 (High)	0	0
Bicarbonates "HCO <sub>3</sub> " (ppm)	< 250	156.59	151.4
Hardness (ppm)	< 475 (Prime Tnd)	322.29	315.65
Electrical Conductivity "ECW" (umhos/cm)	< 1.1	1.76	1.29
Total Dissolved Solids "TDS" (ppm)	< 350	1125.1	828.15
Sodium Absorption Ratio "SAR"	< 9.7	5.01	4.82
Adjusted Sodium Absorption Ratio "sAR"	< 11.6	8.04	7.91
Residual Sodium Carbonate "RSC"	< 1.25	3.69	2.31
Calcium "Ca" (ppm)	50 - 60 (Normal)	73.6	52.58
Magnesium "Mg" (ppm)	31 - 35 (Normal)	32.15	30.17
Calcium "Ca" (ppm)	5 - 25 (Normal)	18.87	17.49
Alkalinity "CaCO <sub>3</sub> " (ppm) - Chloride	< 120 (Prime Tnd)	138.53	128.61
Chloride "Cl" (ppm)	< 100 (Prime Tnd)	323.14	169.61
Sulfate "SO <sub>4</sub> " (ppm)	< 150		
Sodium "Na" (ppm)	< 100	208.2	169.69
Chloride "Cl" (ppm)	< 250		
Sulfate "SO <sub>4</sub> " (ppm)	< 15	0.28	0.25

1a. Management of pH

1b. Management of Bicarbonates  
1c. Management of Hardness

1d. Management of Electrical Conductivity  
1e. Management of Total Dissolved Solids

1f. Management of Calcium  
1g. Management of Magnesium

1h. Management of Alkalinity  
1i. Management of Chloride

1j. Management of Sodium

11/9/09



# 3

## Deep Drill Aerification Program - Follow Up

These follow up steps are to be performed by the County within the first 30 days after the Deep Drill Aerification

- A Apply additional gypsum at the rate of 25 lbs. per one thousand square feet. Counter the poor water quality & conditions the soil which will improve drainage.
- B Apply sub-soil-moisture fertilizer application after completion of the aerification and top dressing at a rate of 200 lbs. per acre. Aid in plant recovery from aerification.
- C Apply ammonium sulfate 21-0-0 fertilizer at 200 lbs. per acre after completion of the aerification and top dressing. Aid in recovery from aerification. Aid help neutralize bed influence in the soil.
- D Apply foliar fertilizer with micronutrients two weeks after application. Aids recovery of turf damage & restores color. May want to do this every two weeks.

These follow up steps are to be performed by the County within the first 30 days after the Deep Drill Aerification

- 1. Apply ammonium sulfate 21-0-0 fertilizer at 200 lbs. per acre. Stimulate new growth.
- 2. Add in fertilizer help neutralize influence in the soil.
- 3. Deep the aerification with 5/8" solid or hollow tires to an eight inch depth in two directions. Vacuum and dispose of cores off the field. Type of tire & field procedures will have to be adjusted per field conditions at the time of aerification. Depending on the weather & field conditions at the time, the idea is to combine conditioning the soil to improve root growth & drainage. If the turf is not very strong at this time substitute Aerway solid tire aerification.
- 4. Top dress the playing field surface with 200 lbs. ammoniated super phosphate and 25 tons per acre. This should be done after the seed is broadcast.
- 5. Apply gypsum at the rate of 25 lbs. per one thousand square feet. This application will supplement material already in the ground & condition the soil for better drainage.
- 6. Verticut field very lightly in preparation for ryegrass over seeding. Light verticutting is a common practice before overseeding. This is optional depending on the density of the turf. If the turf manager feels due to the close timing of the vertifications & has then or worn turf this may be detrimental this step may be skipped.
- 7. Apply a pre-plant fertilizer 3-7-2 at a rate of 300 lbs. per acre. This will help the establishment of the new turf. Having no knowledge of the other recent fertilizations or soil fertility existing this is a safe procedure. It is very possible to double the rate with no ill effects.
- 8. Over seed turf areas with ryegrass seed at a rate of ten lbs. per thousand. This is a recommended rate. A rate of 15 pounds per thousand might be better initially but may create problems next spring during transition back to Bermuda grass. This should be the turf manager's call at the time of application.
- 9. Apply foliar fertilizer or application two weeks after over seeding. This will help new seed establish & improve turf.
- 10. Apply a fungicide application as needed for disease prevention to established ryegrass. Disease is very possible at this stage especially with contrary weather conditions. Preventative or curative applications should be applied as needed.

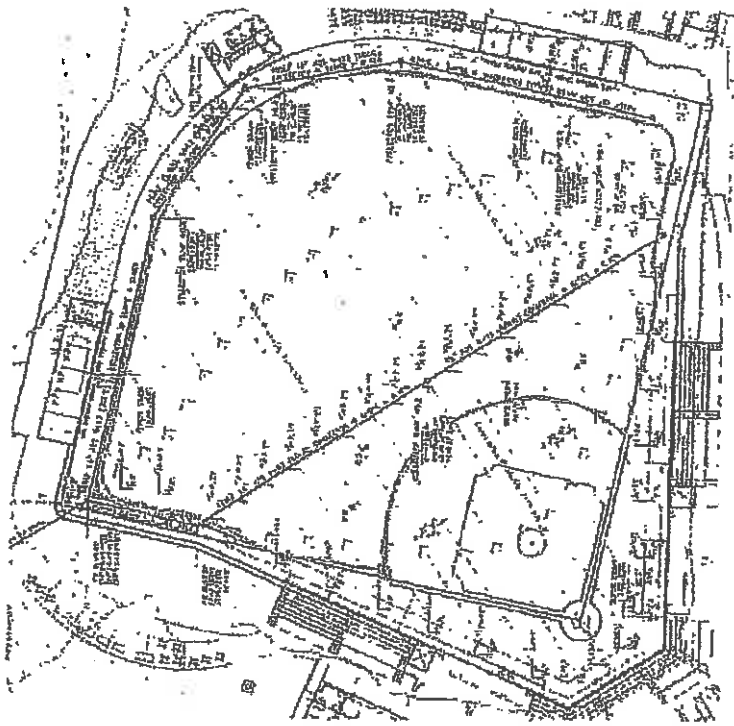
Return to annual maintenance program as recommended by the agronomic team



# 4

## Amended Maintenance Program

Revise and reissue the July 2008 Maintenance Program to specifically define program to be followed by entity maintaining the outfield turf area outlined in red.



11/9/09

Unit Number	Description	Quantity	Condition	# of Hours Logged	Maintenance Plan	Warranty	Recommended Servicing Protocol	Long-Term Replacement Plan
	50lb Stick Edger	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Walk Behind Edgers (Pickups and Bagging)	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	50lb Backpack Blowers	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	50lb Weed Brush	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Toro Walk Behind Mower	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Billi Goat Vacuum	1	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
32120	Pro-Core Aerator (Toro Pro-Core 4-1/2 quart)	1	Good	257	12/2008 start date	3yrs 5000 hrs	PM-A, PM-C	To be developed in partnership with the Rays
30620	2397-D Toro Mower	1	Good	721.3	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32388	2397-D Toro Mower	1	Good	138.7	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32393	Wacker RE 16A-90 Roller	1	Good	33.7	03/2009 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32117	Tractor with 72" Basket	1	Good	207	12/2008 start date	2yrs 2000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32119	Greenmaster Walk Behind Mower	1	Good	N/A	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32395	Toro 5510 5-Gang Mower	1	Good	478.4	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32073	Toro 5510 5-Gang Mower	1	Good	465.5	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32079	Triplex Road Mower	1	Good	20.8	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32199	Triplex Road Mower	1	Good	21.6	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32387	Sand Fertilizer Pro 5049	1	Good	203	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
30730	Toro snowblower attachment	1	Good	736	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
30747	Turbo Manufacture rep. Inserter	1	Good	N/A	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32116	Gaer TX 8X2 with Opinions	1	Good	1375	12/2008 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32090	John Deere tractor TX	1	Good	623.3	12/2008 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32087	John Deere tractor TX	1	Good	776	12/2008 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
29810	Toro multi-pro sprayer	1	Good	263.6	12/2008 start date	N/A	PM-A, PM-C	To be developed in partnership with the Rays
	Shared Equipment							
31354	S&L Releaser Aerator	1	Good	N/A	N/A	N/A	PM-C	To be developed in partnership with the Rays
32081	Toro Versa-Mac	1	Good	N/A	N/A	N/A	PM-C	To be developed in partnership with the Rays
	Maintenance Plans							
PM-A	Every 4 months, 3000 miles, and/or 250 hours							
PM-C	Annually							

# ATTACHMENT C

Escalation Rate 3%

Year	Field Maintenance Budget	Rays M&O Obligation Reduction	County Obligation to Rays	Charlottesville County Funds (existing M&O budget)	Other Event Revenues - County	Charlottesville County funds (4th cent tourist tax)	Naming rights (County share)	Total Existing M&O and Other Event Revenues - County	Less Field Maintenance Obligation to Rays	Remaining County M&O and Other Event Revenues Obligation
2010	\$525,285	(\$120,047)	\$405,238	\$398,654	\$226,600	\$125,000	\$77,250	\$827,504	(\$405,238)	\$422,266
2011	\$541,044	(\$123,648)	\$417,396	\$410,614	\$233,398	\$125,000	\$79,568	\$841,782	(\$417,396)	\$424,386
2012	\$557,275	(\$127,357)	\$429,918	\$422,932	\$240,400	\$125,000	\$81,955	\$863,285	(\$429,918)	\$433,367
2013	\$573,993	(\$131,178)	\$442,815	\$435,620	\$247,612	\$125,000	\$84,413	\$885,433	(\$442,815)	\$442,618
2014	\$591,213	(\$135,113)	\$456,100	\$448,689	\$255,040	\$125,000	\$86,946	\$908,247	(\$456,100)	\$452,147
2015	\$608,949	(\$139,157)	\$469,792	\$462,150	\$262,692	\$125,000	\$89,554	\$931,744	(\$469,792)	\$461,952
2016	\$627,218	(\$143,342)	\$483,876	\$476,014	\$270,572	\$125,000	\$92,241	\$955,947	(\$483,876)	\$472,071
2017	\$646,034	(\$147,642)	\$498,392	\$490,294	\$278,689	\$125,000	\$95,008	\$980,874	(\$498,392)	\$482,482
2018	\$665,415	(\$152,071)	\$513,344	\$505,003	\$287,050	\$125,000	\$97,858	\$1,006,550	(\$513,344)	\$493,206
2019	\$685,378	(\$156,633)	\$528,745	\$520,153	\$295,662	\$125,000	\$100,794	\$1,032,997	(\$528,745)	\$504,252
2020	\$705,939	(\$161,332)	\$544,607	\$535,758	\$304,531	\$125,000	\$103,818	\$1,060,238	(\$544,607)	\$515,631
2021	\$727,117	(\$166,172)	\$560,945	\$551,881	\$313,667	\$125,000	\$106,932	\$1,088,294	(\$560,945)	\$527,349
2022	\$748,921	(\$171,158)	\$577,773	\$568,386	\$323,077	\$125,000	\$110,140	\$1,117,193	(\$577,773)	\$539,420
2023	\$771,399	(\$176,292)	\$595,107	\$585,437	\$332,770	\$125,000	\$113,444	\$1,146,958	(\$595,107)	\$551,851
2024	\$794,541	(\$181,581)	\$612,960	\$603,000	\$342,753	\$125,000	\$116,848	\$1,177,618	(\$612,960)	\$564,658
2025	\$818,377	(\$187,029)	\$631,348	\$621,090	\$353,035	\$125,000	\$120,353	\$1,209,196	(\$631,348)	\$577,848
2026	\$842,928	(\$192,639)	\$650,289	\$639,723	\$363,626	\$125,000	\$123,964	\$1,241,722	(\$650,289)	\$591,433
2027	\$868,216	(\$198,419)	\$669,797	\$658,915	\$374,535	\$125,000	\$127,682	\$1,275,223	(\$669,797)	\$605,426
2028	\$894,263	(\$204,371)	\$689,892	\$678,682	\$385,771	\$125,000	\$131,513	\$1,320,966	(\$689,892)	\$631,074

Amends Agr 2006-053

**SECOND AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT  
BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS  
BASEBALL, LTD.**

THIS SECOND AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 26<sup>th</sup> day of January, 2011, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, on or about January 26, 2010, the County and the Rays entered into an Amendment to the Charlotte Sports Park Agreement (the "First Amendment") wherein the Rays assumed year-round, full time, responsibility for the maintenance of the Sports Park Fields at the Sports Park; and

WHEREAS, the Rays have now requested that the County amend the Agreement to permit the Rays to occupy Building "B" at the Sports Park and to provide that the Rays will assume the responsibilities for landscaping maintenance for the common grounds surrounding the Sports Parks Fields, as further described and designated in this Amendment, on a year-round, full time basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**I. Purpose.**

The purpose of this Amendment is to permit the Rays to occupy Building "B" at the Sports Park and the assumption of year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Parks Fields by the Rays.

**2. Building B - Charlotte County Sports Park**

(a) Beginning January 26<sup>th</sup> 2011, the Rays will have sole use of Building B, as designated and identified on Exhibit A which is attached hereto and incorporated herein by reference, consistent with those areas of the Sports Park outlined in Section 5(d) of the Agreement; however, the Rays will make reasonable good faith efforts to make the locker room and shower/grooming areas available for tournaments or other meetings/events booked and/or approved by the County during all times of the year, except for those designated under Section 5 (a), (b) and (c) in the Agreement (spring training, extended spring training, instructional

league). The County is solely responsible for any improvements required to make the locker room/grooming areas available to the public for tournaments or other meetings/events booked and/or approved by the County, including any improvements required by the Americans with Disabilities Act.

(b) The Rays will not charge a fee for use of the locker room and shower/grooming areas for tournaments or other meetings/events. The County will be responsible for cleaning these areas after any tournament or other event. Building B shall be covered under Section 9(a) of the Agreement, and as per that section, the County shall maintain, repair, and restore all properties at the facility at no cost to the Rays, except the Rays shall provide for housekeeping and cleaning services to the clubhouse and office space it uses at no cost to the County. Additionally, as per Section 9(a) of the Agreement, the County will not be responsible for any maintenance, repairs, or restoration related to damage occurring to property as a result of negligent acts or omissions of the Rays, its officers, agents, or employees.

(c) Section 5(d) of the Agreement is clarified to include the entirety of the building housing both major and minor league clubhouses, as well as the Rays' administrative offices, as a defined area of sole use by the Rays.

(d) Building B will be turned over to the Rays in a clean condition; all materials and items currently housed in Building B will be removed before January 26<sup>th</sup> with the exception of any items currently stored in the existing laundry room within Building B, which will still be available for County storage.

(e) Similar to current provisions within the Agreement, the Rays, at their sole discretion and cost, may make reasonable facility enhancements to Building B, including, but not limited to lighting, painting, etc. Any major capital improvements to Building B would require the approval of the County, and can be considered for CIP funds. During the term of this Amendment either the Rays or the County have the right to present to the other party ideas for major capital improvements to Building B that would encourage and support additional use of Building B as a first-class major league baseball facility.

### **3. Landscape Maintenance - Charlotte County Sports Park**

(a) The following lists the overall scope of services the Rays will provide for landscape maintenance within the Project Area, as noted on the attached Exhibit A. The term "Project Area" as used in this Amendment and as shown on Exhibit A shall mean and include those common grounds within the Project Area exclusive of the Sports Fields.

- Mow and edge all common areas
- Trim all trees and bushes
- Maintain seasonal and annual plantings in all islands and beds, including the green roof
- Keeps islands, beds and fence lines weed free, including the green roof bed located on the roof of the Rays Clubhouse
- Spray herbicides/pesticides as needed.

(b) The County will continue to be responsible for maintaining all areas outside of the Project Area, including, but not limited to the stadium parking lot and right-of-ways along El Jobean Road and Esther Street, and the regular maintenance and any necessary repairs to the irrigation system within the Project Area; except that the Rays shall be responsible for any damages/repairs to the irrigation system, including sprinkler heads, caused by the Rays. The County will also provide the Rays the use of a lift once a year for tree trimming, at a time

coordinated with the Rays Head Groundskeeper, small start-up tools for the services provided to the extent available, and be responsible for the replacement of any trees, bushes or sod that die from hard weather, frost or other Acts of God.

**4. Energy Savings Plan**

County and the Rays agree to work together to identify opportunities for energy savings that do not negatively impact overall operations around and throughout the overall Sports Park facility. The parties agree to work together to develop an action plan within ninety (90) days of the effective date of this Amendment identifying possible energy savings methods or programs.

**5. TERM.**

The term of this Amendment shall begin on the Effective Date and shall terminate simultaneously with the termination of the Agreement.

**6. INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

**7. SEVERABILITY.**

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

**8. CONFLICT WITH AGREEMENT.**

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

**9. ENTIRE AGREEMENT.** This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

**10. MODIFICATION.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

**11. ASSIGNMENT.** This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

12. **INDEMNIFICATION.** Rays shall indemnify, hold harmless and, at County's option, defend County, and its officers and employees, from all lawsuits, actions at law, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Rays and any persons employed or utilized by Rays in the performance of services under this Amendment or the use of any facilities.

13. **AUTHORITY TO EXECUTE.**

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

14. **EFFECTIVE DATE.**

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: *[Signature]*  
SVP, Development & Business Affairs (title)

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 25<sup>th</sup> day of January, 2011  
by MICHAEL KACT, SVP, Development & Business Affairs (title), of Tampa Bay Rays Baseball, Ltd.,  
who is personally known to me or who has produced [Signature] as identification.

*[Signature]*  
NOTARY PUBLIC

My commission expires



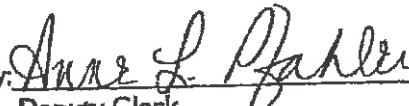
BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By:   
Robert J. Star


Date: 11/25/2011



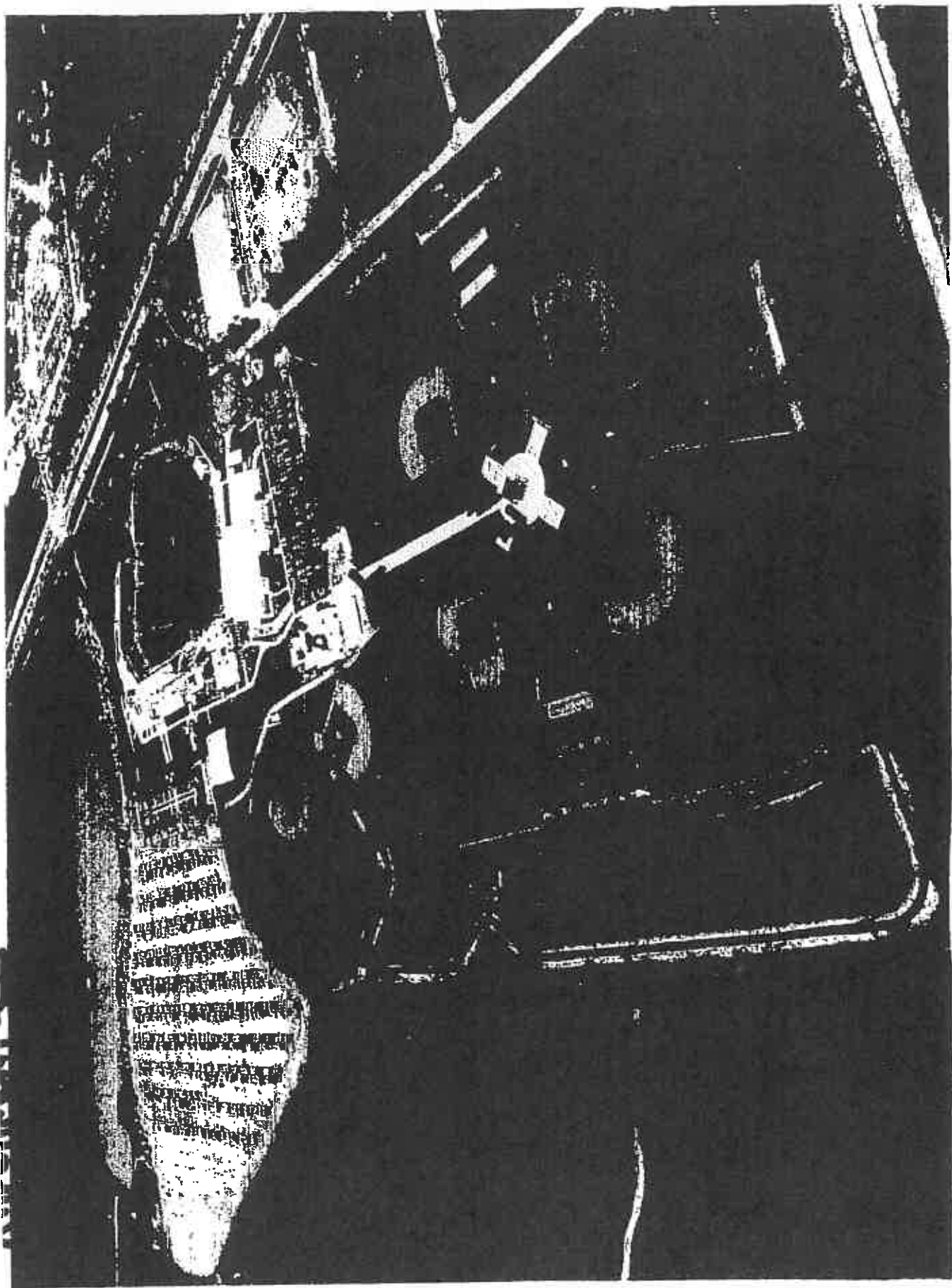
ATTEST:  
Barbara T. Scott, Clerk of  
Circuit Court and Ex-Officio  
Clerk to the Board of County  
Commissioners

By:   
Deputy Clerk  
Amend. to AGR 2006-053  
January 25, 2011

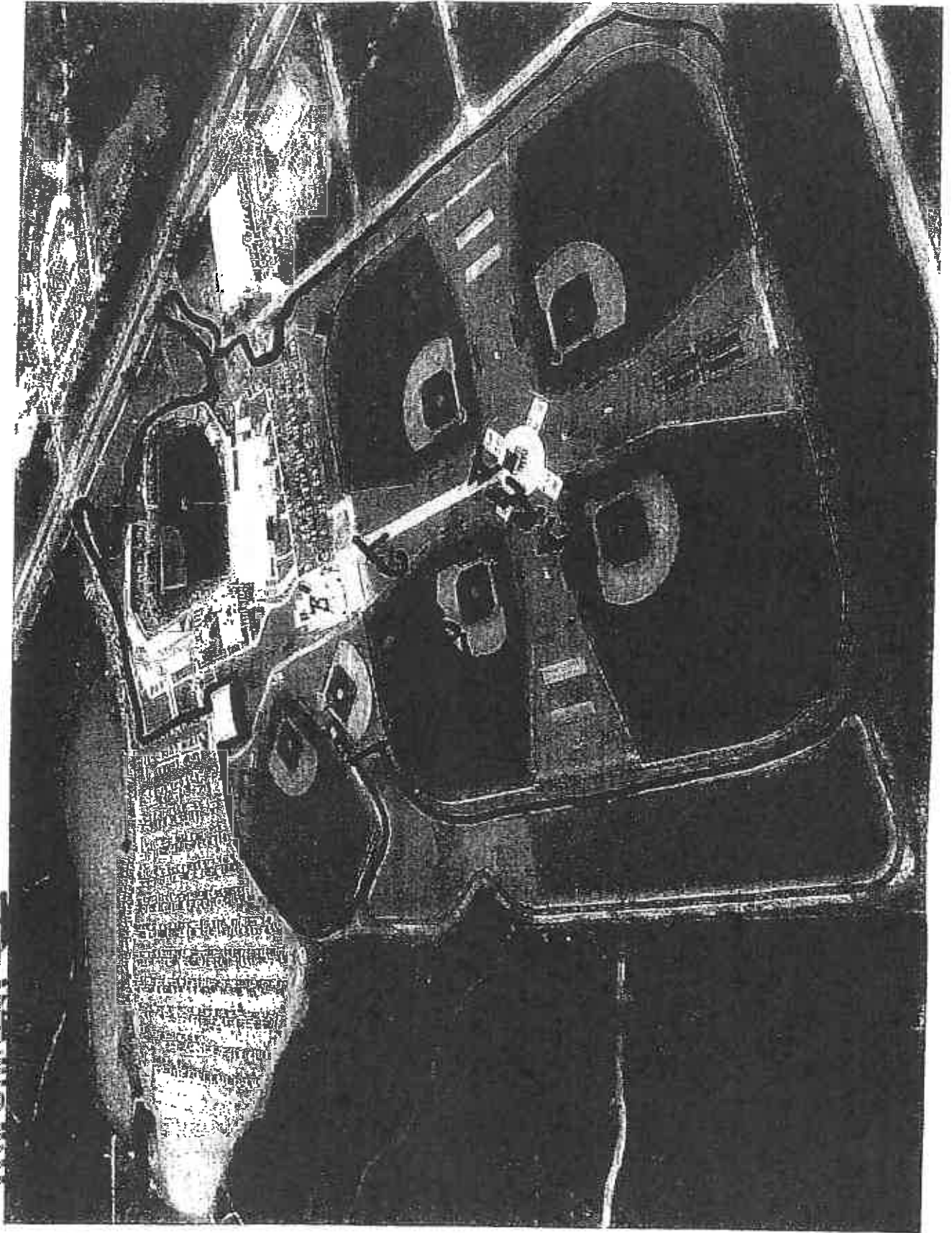
APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By:   
Janette S. Knowlton, County Attorney  
DL 10-1222





IMAGED 2-11-11 KP



PHOTOGRAPH BY [unreadable]

**THIRD AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN  
CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS THIRD AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 9 day of September, 2014, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, pursuant to the terms of the Agreement, an asset renewal/reserve fund (the "Capital Reserve Fund") was established to be spent on the facility subject to the terms and conditions mutually agreed upon by the Rays and the County, with capital repair and improvements given the highest priority; and

WHEREAS, the balance of the Capital Reserve Fund has been depleted over the years; and

WHEREAS, the County and Rays (collectively the "Parties") now wish to amend the Agreement by providing for additional funding from each of the Parties to be placed in the Capital Reserve Fund.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. Purpose.**

The purpose of this Amendment is to provide for additional capital reserve funding contributions by the County and the Rays. The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are to be made on or before December 1st of each year.

2. TERM.

The term of this Amendment shall begin on the Effective Date and shall terminate on December 31, 2016.

3. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

4. SEVERABILITY.

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

5. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

6. ENTIRE AGREEMENT.

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

7. MODIFICATION.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

8. ASSIGNMENT.

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

9. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

10. EFFECTIVE DATE.

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
Steve P. Higgins, (title)

STATE OF FLORIDA  
COUNTY OF Pinellas

Sworn to and subscribed before me this 31<sup>st</sup> day of July, 2014,  
by Steve P. Higgins, Sr Vice President (title), of Tampa Bay Rays Baseball, Ltd., who  
is personally known to me or who has produced NA as identification.

[Signature]  
NOTARY PUBLIC



My commission expires

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: [Signature]  
Kenneth W. Doherty, Chairman  
Date: 9/9/14

ATTEST:

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

By: Michelle D. Bernardino  
Deputy Clerk A AGR 2006-053

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: [Signature]  
Janette S. Knowlton, County Attorney  
DG 4214-2950

**FOURTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS FOURTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment," is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, on or about January 26, 2010, the County and the Rays entered into the First Amendment to the Agreement to provide for the Rays to assume full-time, year-round maintenance of the Sports Park Fields at the Sports Park; and

WHEREAS, on or about January 25, 2011, the County and the Rays entered into the Second Amendment to the Agreement which allowed the Rays to occupy Building "B" at the Sports Park and to provide landscaping maintenance for the common grounds surrounding the Sports Park Fields on a full-time, year-round basis; and

WHEREAS, on or about September 9, 2014, the County and the Rays entered into the Third Amendment to the Agreement which provided for additional funding from each of the Parties to be placed in the Capital Reserve Fund; and

WHEREAS, pursuant to the terms of the Agreement, the County and the Rays (collectively the "Parties") now wish to amend the Agreement by providing for the leasing of field maintenance equipment to be used at the Sports Park and providing for joint funding from the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. PURPOSE.**

The purpose of this Amendment is to provide for the leasing of field maintenance equipment by the Rays as agreed upon by the Parties in replacement of the County Field Maintenance Equipment provided to the Rays as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement. The Parties agree upon the necessary replacement of the County Field Maintenance Equipment and recognize that the leasing of field maintenance equipment will provide greater operational efficiency, and agree that the Rays shall be responsible for leasing field maintenance equipment for use at the Sports Park.

**2. EQUIPMENT LEASE, PAYMENT.**

The Rays shall enter into a four-year lease (the "Lease") with a third-party provider for field maintenance equipment. The Parties agree that the estimated annual cost for the Rays to lease the field maintenance equipment will be Eighty-Two Thousand Dollars (\$82,000), and the County shall annually during the term of the Lease be responsible for contributing Forty-One Thousand Dollars (\$41,000) from the Maintenance and Operations Fund described in the Agreement. In the event that the actual annual lease amount is less than estimated, the County shall be entitled to offset its contribution in future years during the term of the Lease to equal a fifty percent (50%) contribution of the actual total lease amount. The Rays shall initially provide the executed field maintenance equipment lease to the County on or before April 2, 2016. The County shall perform its obligations herein annually during the term of the Lease by tendering payment to the Rays on or about April 2 of each year after receiving confirmation from Rays that the four-year field maintenance equipment lease remains binding and valid. The County will not have any responsibilities with regard to the leased field maintenance equipment, including but not limited to maintenance, repair, storage, theft, or loss, unless damage, theft, or loss of the equipment occurs by the fault of the County.

**3. TERM.**

This Amendment shall become effective upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida. This Amendment and the obligations herein shall be effective for the four-year term of the Rays' field maintenance equipment lease. Upon the expiration or early termination of the four-year field maintenance equipment lease, all duties and obligations herein regarding the leased field equipment shall automatically terminate. It is anticipated that the Parties shall assess options for the replacement of the field maintenance

equipment on or before the expiration of the four-year field maintenance lease, with a plan for the replacement of this equipment upon the expiration or early termination of the lease to be agreed upon in partnership between the Parties.

4. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

5. SEVERABILITY.

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

6. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

7. ENTIRE AGREEMENT.

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

8. MODIFICATION.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

9. ASSIGNMENT.

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

10. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.



11. EFFECTIVE DATE

This Amendment shall become effective upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
SRVP / General Counsel, (title)

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 12<sup>TH</sup> day of February, 2016,  
by Juan Hernandez, SRVP / General Counsel (title), of Tampa Bay Rays Baseball, Ltd., who  
is personally known to me or who has produced [Signature] as identification.

[Signature]  
NOTARY PUBLIC

My commission expires



BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

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

By: [Signature]  
William G. [Signature], Chairman

Date: February 23, 2016

By: [Signature]  
Deputy Clerk A-AGR 2006-053

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: [Signature]  
Janette S. Knowlton, County Attorney

LR15-3774 [Signature]  
Cody B. Valentin Birch

**FIFTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS FIFTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, the Parties executed a First Amendment to the Agreement on January 26, 2010 to provide for the assumption of year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5 ½ practice fields within the Sports Park complex by the Rays; and

WHEREAS, the Parties executed a Second Amendment to the Agreement on January 25, 2011 to permit the Rays to occupy Building "B" at the Sports Park and the assumption of year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Parks Fields by the Rays; and

WHEREAS, the Parties executed a Third Amendment to the Agreement on September 9, 2014 to provide for additional capital reserve funding contributions by the County and the Rays; and

WHEREAS, the Parties executed a Fourth Amendment to the Agreement on February 23, 2016 to provide for the leasing of field maintenance equipment by the Rays as agreed upon by the Parties in replacement of the County Field Maintenance Equipment provided to the Rays as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement; and

WHEREAS, pursuant to the terms of the Agreement amended on September 9, 2014, an asset renewal/reserve fund (the "Capital Reserve Fund") was established to be spent on the facility subject to the terms and conditions mutually agreed upon by the Rays and the County, with capital repair and improvements given the highest priority; and

WHEREAS, the balance of the Capital Reserve Fund has been depleted over the years; and

WHEREAS, the County and Rays (collectively the "Parties") now wish to amend the Agreement by providing for additional funding from each of the Parties to be placed in the Capital

Reserve Fund; and

WHEREAS, the Agreement and any subsequent amendments thereto are silent as to the priority of any insurance coverage the parties maintain or are required to maintain, and the parties desire to clarify the parties responsibilities as it relates to maintaining insurance coverage; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **PURPOSE.**

The purpose of this Amendment is to provide for additional capital reserve funding contributions by the County and the Rays and to clarify insurance provisions. The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2017, 2018, and 2019. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2017, 2018, and 2019. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are to be made on or before December 1st of each year; and

In addition to the terms set forth in paragraph 18(a) of the "Agreement" it is agreed that all commercial general liability and auto liability insurance policies maintained by the Rays shall be primary insurance with respect to any liability insurance maintained by the County, its officers, employees, agents and volunteers for claims arising in connection with the Rays' operations under the lease or any Amendments thereto. Any liability insurance or self-insurance maintained by the County, its officers, employees, agents and volunteers shall be excess of the Rays insurance and shall not contribute with it for claims arising in connection with the Rays' operations under the lease or any Amendments thereto.

2. **DEFINITIONS.**

Whenever the following terms are used in the Agreement or this Amendment they shall have the meanings specified below:

"BOC" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the MLB Clubs who are party to the Major League Constitution, and any successor organization thereto.

"Club" shall mean the Major League Baseball franchise currently known as the Tampa Bay Rays.

"Commissioner" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"Executive Council" shall mean the Executive Council of Major League Baseball that is

governed by Article III of the Major League Constitution, and any successor body thereto.

“Major League Baseball” or “MLB” shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the MLB Clubs acting collectively.

“Major League Constitution” shall mean the Major League Constitution adopted by the MLB Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the MLB Clubs.

“MLB Approval” shall mean, with respect to the MLB Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Club” shall mean any professional baseball club that is entitled to the benefits of, and bound by the terms of, the Major League Constitution.

“MLB Entity” shall mean each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the MLB Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the MLB Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various MLB Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the MLB Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various MLB Clubs and the BOC (and the Operating Guidelines related thereto).

“MLB Rules and Regulations” shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the MLB Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-

laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

“Ownership Committee” shall mean the Ownership Committee of Major League Baseball and any successor body thereto.

“Person” shall mean any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.

“Spring Training Season” shall mean the training period for MLB Clubs comprised of a series of workouts, practices and exhibition games preceding the start of the Regular Season.

3. **MLB SUBORDINATION.**

Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training territory of the Tampa Bay Rays, as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.”

4. **TERMINATION.**

Notwithstanding any other provision of the Agreement, the County shall not terminate the Agreement, and the County shall not take possession of the facility upon an event of default or exercise any other remedy made available to it thereunder, during any Spring Training Season.

5. **INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

6. **SEVERABILITY.**

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

7. **CONFLICT WITH AGREEMENT.**

All provisions of the Agreement not in conflict with this Amendment shall remain in full force

and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

8. **ENTIRE AGREEMENT.**

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

9. **MODIFICATION.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith. Notwithstanding anything to the contrary, neither the Agreement nor this Amendment may be amended, supplemented or otherwise modified, and no provision therein or herein may be waived, unless all necessary MLB Approvals have been obtained in advance thereof.

10. **ASSIGNMENT.**

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

11. **AUTHORITY TO EXECUTE.**

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

12. **EFFECTIVE DATE.**

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS, WHEREOF, the parties have executed this agreement on the dates indicated below.

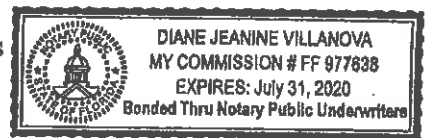
TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
STANLEY VICT, (title)  
PRESIDENT / GENERAL COUNSEL

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 19th day of June, 2017, by STANLEY VICT (title), of Tampa Bay Rays Baseball, Ltd., who is personally known to me or who has produced NA as identification.

[Signature]  
NOTARY PUBLIC  
My commission expires \_\_\_\_\_



BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: \_\_\_\_\_  
William G. Truex, Chairman

ATTEST:  
Roger D. Eaton, Clerk of the Circuit Court  
and Ex-Officio Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR2017-0228 \_\_\_\_\_

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



**RESEARCH DATA SERVICES, INC.**

777 SOUTH HARBOUR ISLAND BOULEVARD • SUITE 260

TAMPA, FLORIDA 33602

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



**2018 Tampa Bay Rays Spring Training  
Visitor and Economic Impact Study**

*Charlotte County, Florida*

*February 23, 2018 – March 26, 2018*

**Prepared for:**

*Charlotte County Board of County Commissioners*

**Prepared by:**


*Research Data Services, Inc.*

August 2018

## Certification and General Limiting Conditions

The following report has been prepared for 2018 Tampa Bay Rays Spring Training at the request of Charlotte County. **Research Data Services, Inc.** hereby certifies that, except as otherwise noted in the report:

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

  
Walter J. Klages, Ph.D.  
President

*August 24, 2018*

Date

## Methodology

The following research project was undertaken at the request of Charlotte County's Board of County Commissioners.

The research's objectives, as documented in the survey questionnaire (approved by the contracting parties), reflect the full scope of the project undertaken. The principal purpose of this study was to document the economic impact of the 2018 Tampa Bay Rays Spring Training season. In this context, the study tabulates and profiles both tourist/visitors and day-trippers who came to the area for Spring Training games.

**The findings of the study are based on 355 face-to-face interviews** conducted with randomly selected fans at 2018 Tampa Bay Rays Spring Training games. Our economic impact calculations address non-Charlotte resident game attendees. *Please note that the economic impact estimates detailed in the following report only include fan spending. They do not address the spending of the stadium, the Tampa Bay Rays team, visiting teams, or media in the destination.*

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

### Summary of Research Findings

The objective of the Tampa Bay Rays’ Spring Training research was to document the economic impact of the team’s 2018 season. Attendance figures, provided by the team, indicate that some 69,731 fans attended the 15 Tampa Bay Rays home Spring Training games in the Charlotte Sports Park between February 23, 2018 and March 26, 2018. ***The total economic impact of fans attending 2018 Tampa Bay Rays Spring Training games is estimated to be \$14,547,500.***

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

**A. The Economic Impact of 2018 Tampa Bay Rays Spring Training on Charlotte County:**

Estimated Attendee Economic Impacts	Direct Expenditures	Economic Impact
Overnight Charlotte County Visitors	\$6,542,200	\$9,976,900
Day-Trippers	\$2,997,100	\$4,570,600
Out-of-County Spring Training Attendees	\$9,539,300	\$14,547,500

Some 64.4% of overnight visitors say that attending a Spring Training game was a primary factor in bringing them to Charlotte County. The total economic impact of these visitors’ spending accounts for an estimated \$6,090,600 of value added to the destination. Overnight attendees, who stayed in paid accommodations and say Spring Training was a primary factor in their Charlotte visit, generated some 9,100 room nights for the County’s tourism industry. Commercial lodging visitors who came to the destination for reasons other than Spring Training, but attended a game as part of their Charlotte experience, represent an additional 3,900 room nights.

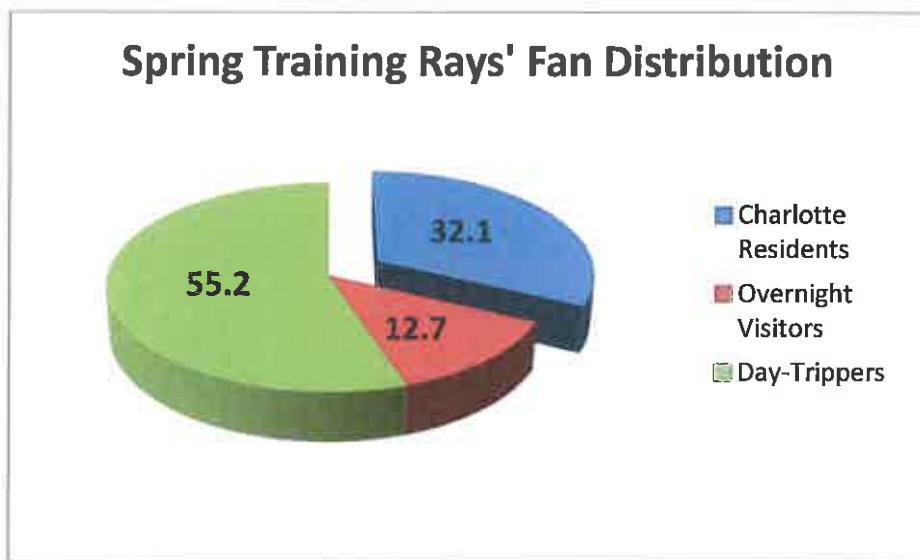
Additionally, residents and seasonal residents of Charlotte County spent an estimated \$1,566,800 attending Spring Training games.

*Note: The above economic impact estimates solely include fan spending. They do not address the spending of the stadium, the Tampa Bay Rays team, visiting teams, or media in the destination.*

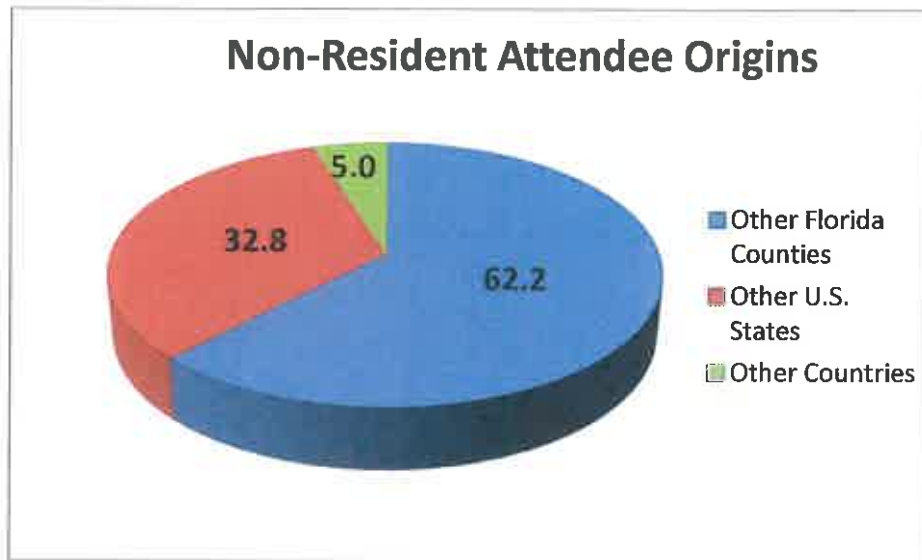
**B. Profile of Visitors Attending 2018 Tampa Bay Rays Spring Training games:**

1. Of the 69,731 people who attended the 2018 Tampa Bay Rays home Spring Training games in the Charlotte Sports Park, some 32.1% were Charlotte County residents or seasonal residents {Q1a}.
2. Non-resident attendees (67.9% of total) distribute as follows {Q1b}:

	<u>% of Total</u>
• Day-Trippers	55.2%
• Overnight Visitors	12.7



3. Of the non-Charlotte resident attendees, 62.2% came from other Florida counties, 32.8% from other states in the U.S., and 5.0% came from other countries {Q1a, Q2a, and Q2b}.



4. Overall, some 18.3% of game attendees had children under the age of 18 in their parties {Q10d}.
5. Overnight visitors attending 2018 Tampa Bay Rays Spring Training games report a median party size of 2.0 people. They spent an average of 4.3 nights in the local area {Q10c and Q7}.
6. Day-trippers also traveled with a median party size of 2.0 people {Q10c}.
7. Non-residents traveled to the area using the following transportation modes {Q9} (multiple response):
  - Personal Car 86.7%
  - Fly 12.4
  - Rental Car 9.1

8. In addition to spring training, out-of-town visitors volunteer enjoying the following other activities and interests in Charlotte County {Q11} (multiple response):

• Dining Out	43.6%
• Shopping	17.4
• Relaxing	16.6
• Beach/Walking on the Beach	14.1
• Bars/Nightlife	12.0
• Visiting with Friends/Relatives	10.8
• Swimming	9.1
• Shelling	8.7
• Pool	8.3
• Sight-Seeing	7.1
• Attractions	6.2
• Fishing	5.8

9. The majority of non-resident visitors surveyed (95.0%) plan to return to Charlotte County {Q12}. Specifically:

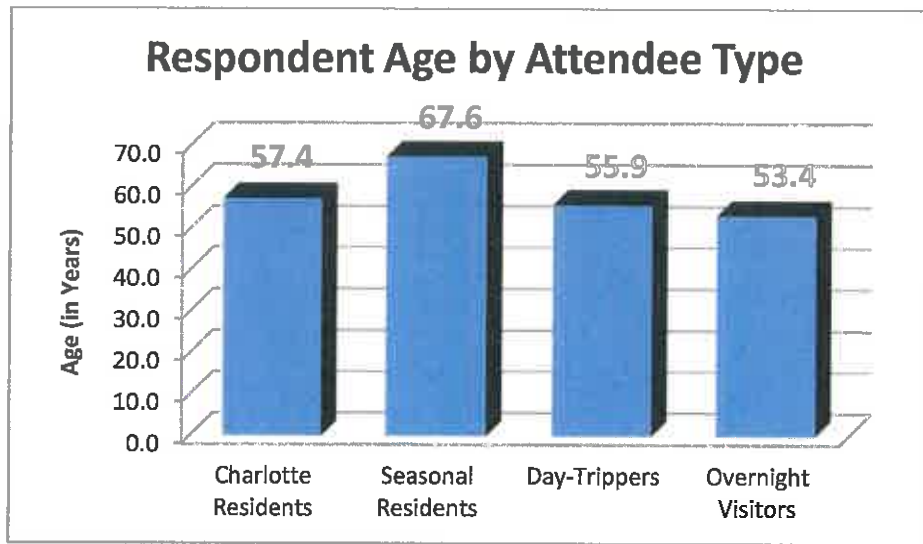
	<u>Plan to Return</u>
• Overnight Visitors	95.6%
• Day-Trippers	94.9

10. Nearly half (43.4%) of respondents attended regular season Ray's games at Tropicana Field last season. Those respondents who did go to games report attending a median of three games during the 2017 season {Q4b}.

11. Three of every four Spring Training game attendees (73.8%) watched Rays games on television during the 2017 season, with a median of 10 televised games watched {Q4c}.

12. Respondents' age distribution is as follows {Q13}:

	<u>Respondent Age</u>
• Charlotte Residents	57.4
• Seasonal Residents	67.6
• Day-Trippers	55.9
• Overnight Visitors	53.4



13. The median annual household income of game attendees is reported as \$101,645 {Q14}.



## Appendix: *Database Tabulations*

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 1-1

**Q1a. Are you a year round or seasonal resident of Charlotte County?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
Yes, year round resident	64 18.0% 100.0%	64 56.1% 100.0%	--	--	--
Yes, seasonal resident	50 14.1% 100.0%	BCD 50 43.9% 100.0%	--	--	--
No, out-of-county visitor	241 67.9% 100.0%	--	241 100.0% 100.0%	45 100.0% 18.7%	196 100.0% 81.3%
			A	A	A

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

# 2018 Tampa Bay Rays Spring Training Attendee Study

Table 2-1

**Q1b. Are you staying overnight in Charlotte or just visiting for the day?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Out of County Visitors (Q1a)	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Staying overnight in Charlotte	45 18.7% 100.0%	--	45 18.7% 100.0%	45 100.0%	--
Just visiting for the day	196 81.3% 100.0%	--	196 81.3% 100.0%	--	196 100.0%
			C	BD	BC

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 3-1

**Q4b. How many of last year's regular season Rays games (2017) did you attend at Tropicana Field?**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	TOTAL	355	241	45	196
		100.0%	67.9%	12.7%	55.2%
No Games	TOTAL	201	128	31	97
		56.6%	53.1%	68.9%	49.5%
		100.0%	63.7%	15.4%	48.3%
Attended Games		BD		BD	
	TOTAL	154	113	14	99
		43.4%	46.9%	31.1%	50.5%
		100.0%	73.4%	9.1%	64.3%
			AC		AC

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 4-1

**Q4b. How many of last year's regular season Rays games (2017) did you attend at Tropicana Field?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Base: Attended Games	154 100.0%	41 26.6%	113 73.4%	14 9.1%	99 64.3%
Mean	5.3	2.0	6.5 A	9.1 A	6.1 A
Median	3.0	1.0	3.0	4.5	3.0
Mode	1.0	1.0	1.0	--	1.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 5-1

**Q4c. And how many of last year's regular season Rays games (2017) did you watch on television?**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
<b>TOTAL</b>	TOTAL	355	241	45	196
		100.0%	67.9%	12.7%	55.2%
<b>No Games</b>	93	38	55	12	43
	26.2%	33.3%	22.8%	26.7%	21.9%
	100.0%	40.9%	59.1%	12.9%	46.2%
<b>Watched Games</b>		BD			
	262	76	186	33	153
	73.8%	66.7%	77.2%	73.3%	78.1%
	100.0%	29.0%	71.0%	12.6%	58.4%
			A		A

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 6-1

**Q4c. And how many of last year's regular season Rays games (2017) did you watch on television?**

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Base: Watched Games	262 100.0%	76 29.0%	186 71.0%	33 12.6%	153 58.4%
Mean	35.6	24.4	40.1 A	38.5	40.5 A
Median	10.0	10.0	12.0	10.0	12.0
Mode	10.0	10.0	10.0	10.0	10.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 7-1

### Q5. Is this your first trip to Charlotte County?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
BASE: Out of County Visitors (Q1a)	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Yes	59 24.5% 100.0%	--	59 24.5% 100.0%	18 40.0% 30.5%	41 20.9% 69.5%
No	182 75.5% 100.0%	--	182 75.5% 100.0%	BD 27 60.0% 14.8%	155 79.1% 85.2%
			C		C

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D



## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 8-1

### Q7. And how many nights will you be spending here?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
BASE: Charlotte Overnight Visitors (Q1b)	45 100.0%	--	45 100.0%	45 100.0%	--
Mean	4.3	--	4.3	4.3	--
Median	4.0	--	4.0	4.0	--
Mode	1.0	--	1.0	1.0	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 9-1

**Q8. While in Charlotte County, are you staying in a:**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Charlotte Overnight Visitors (Q1b)	45 100.0%	--	45 100.0%	45 100.0%	--
Hotel/Motel	21 46.7% 100.0%	--	21 46.7% 100.0%	21 46.7% 100.0%	--
With Friends/ Relatives	12 26.7% 100.0%	--	12 26.7% 100.0%	12 26.7% 100.0%	--
Condominium	5 11.1% 100.0%	--	5 11.1% 100.0%	5 11.1% 100.0%	--
Vacation Rental	5 11.1% 100.0%	--	5 11.1% 100.0%	5 11.1% 100.0%	--
Campground/Trailer Park	2 4.4% 100.0%	--	2 4.4% 100.0%	2 4.4% 100.0%	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 10-1

**Q9. How did you travel to the Charlotte area? Did you come by: (MULTIPLE RESPONSE)**

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
<b>BASE: Out of County Visitors (Q1a)</b>	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Personal Car	209 86.7% 100.0%	--	209 86.7% 100.0%	26 57.8% 12.4%	183 93.4% 87.6%
Plane	30 12.4% 100.0%	--	30 12.4% 100.0%	18 40.0% 60.0%	12 6.1% 40.0%
Rental Car	22 9.1% 100.0%	--	22 9.1% 100.0%	9 20.0% 40.9%	13 6.6% 59.1%
R.V.	1 0.4% 100.0%	--	1 0.4% 100.0%	1 2.2% 100.0%	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 11-1

### Q10C. And how many people does this budget include?

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
1	30 8.5% 100.0%	8 7.0% 26.7%	22 9.1% 73.3%	2 4.4% 6.7%	20 10.2% 66.7%
2	197 55.5% 100.0%	67 58.8% 34.0%	130 53.9% 66.0%	25 55.6% 12.7%	105 53.6% 53.3%
3	57 16.1% 100.0%	17 14.9% 29.8%	40 16.6% 70.2%	7 15.6% 12.3%	33 16.8% 57.9%
4	41 11.5% 100.0%	15 13.2% 36.6%	26 10.8% 63.4%	7 15.6% 17.1%	19 9.7% 46.3%
5	13 3.7% 100.0%	4 3.5% 30.8%	9 3.7% 69.2%	2 4.4% 15.4%	7 3.6% 53.8%
6	9 2.5% 100.0%	1 0.9% 11.1%	8 3.3% 88.9%	2 4.4% 22.2%	6 3.1% 66.7%
7	3 0.8% 100.0%	--	3 1.2% 100.0%	--	3 1.5% 100.0%
8	2 0.6% 100.0%	--	2 0.8% 100.0%	--	2 1.0% 100.0%

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 11-1

**Q10C. And how many people does this budget include?**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
10	TOTAL (E)				
	3	2	1	--	1
	0.8%	1.8%	0.4%		0.5%
	100.0%	66.7%	33.3%		33.3%
Mean	2.7	2.6	2.7	2.7	2.7
Median	2.0	2.0	2.0	2.0	2.0
Mode	2.0	2.0	2.0	2.0	2.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 12-1

**Q10D. And how many of them are children or young adults (under 18 years of age)?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
0	290 81.7% 100.0%	94 82.5% 32.4%	196 81.3% 67.6%	39 86.7% 13.4%	157 80.1% 54.1%
1	34 9.6% 100.0%	14 41.2% C	20 58.8% C	--	20 10.2% 58.8% C
2	20 5.6% 100.0%	4 3.5% 20.0%	16 6.6% 80.0%	4 8.9% 20.0%	12 6.1% 60.0%
3	7 2.0% 100.0%	1 0.9% 14.3%	6 2.5% 85.7%	1 2.2% 14.3%	5 2.6% 71.4%
4	3 0.8% 100.0%	1 0.9% 33.3%	2 0.8% 66.7%	1 2.2% 33.3%	1 0.5% 33.3%
5	1 0.3% 100.0%	--	1 0.4% 100.0%	--	1 0.5% 100.0%
Mean	0.3	0.3	0.3	0.3	0.3
Median	0	0	0	0	0
Mode	--	--	--	--	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Out of County Visitors (Q1a)	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Dining Out	105 43.6% 100.0%	--	105 43.6% 100.0%	36 80.0% 34.3%	69 35.2% 65.7%
Shopping	42 17.4% 100.0%	--	42 17.4% 100.0%	28 62.2% 66.7%	14 7.1% 33.3%
Relaxing	40 16.6% 100.0%	--	40 16.6% 100.0%	28 62.2% 70.0%	12 6.1% 30.0%
Beach/Walking on the Beach	34 14.1% 100.0%	--	34 14.1% 100.0%	26 57.8% 76.5%	8 4.1% 23.5%
Bars/Nightlife	29 12.0% 100.0%	--	29 12.0% 100.0%	9 20.0% 31.0%	20 10.2% 69.0%
Visiting Friends/Relatives	26 10.8% 100.0%	--	26 10.8% 100.0%	19 42.2% 73.1%	7 3.6% 26.9%
Swimming	22 9.1% 100.0%	--	22 9.1% 100.0%	20 44.4% 90.9%	2 1.0% 9.1%
Shelling	21 8.7% 100.0%	--	21 8.7% 100.0%	16 35.6% 76.2%	5 2.6% 23.8%

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Pool	20 8.3% 100.0%	--	20 8.3% 100.0%	19 42.2% 95.0%	1 0.5% 5.0%
Sight-Seeing	17 7.1% 100.0%	--	17 7.1% 100.0%	17 37.8% 100.0%	--
Attractions	15 6.2% 100.0%	--	15 6.2% 100.0%	14 31.1% 93.3%	1 0.5% 6.7%
Fishing	14 5.8% 100.0%	--	14 5.8% 100.0%	14 31.1% 100.0%	--
Reading	8 3.3% 100.0%	--	8 3.3% 100.0%	7 15.6% 87.5%	1 0.5% 12.5%
Boating	6 2.5% 100.0%	--	6 2.5% 100.0%	4 8.9% 66.7%	2 1.0% 33.3%
Golfing	6 2.5% 100.0%	--	6 2.5% 100.0%	3 6.7% 50.0%	3 1.5% 50.0%
Biking	5 2.1% 100.0%	--	5 2.1% 100.0%	4 8.9% 80.0%	1 0.5% 20.0%
Photography	5 2.1% 100.0%	--	5 2.1% 100.0%	2 4.4% 40.0%	3 1.5% 60.0%



## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Wildlife/ Environment	5 2.1% 100.0%	--	5 2.1% 100.0%	4 8.9% 80.0%	1 0.5% 20.0%
Kayaking/Canoeing	4 1.7% 100.0%	--	4 1.7% 100.0%	3 6.7% 75.0%	1 0.5% 25.0%
Snowbird Baseball Classic	4 1.7% 100.0%	--	4 1.7% 100.0%	2 4.4% 50.0%	2 1.0% 50.0%
Arts/Culture (Theater, Art Galleries, Festivals, Concerts)	3 1.2% 100.0%	--	3 1.2% 100.0%	3 6.7% 100.0%	--
Business/Meeting/ Conference	2 0.8% 100.0%	--	2 0.8% 100.0%	2 4.4% 100.0%	--
Water Cruise	2 0.8% 100.0%	--	2 0.8% 100.0%	1 2.2% 50.0%	1 0.5% 50.0%
Jet Skiing	1 0.4% 100.0%	--	1 0.4% 100.0%	1 2.2% 100.0%	--
Parasailing	1 0.4% 100.0%	--	1 0.4% 100.0%	1 2.2% 100.0%	--

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Other	TOTAL	--	127	7	120
	52.7%		52.7%	15.6%	61.2%
	100.0%		100.0%	5.5%	94.5%
			C		bC

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 14-1

### Q12. Will you visit Charlotte County again in the future?

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Out of County Visitors (Q1a)	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Yes	229 95.0% 100.0%	--	229 95.0% 100.0%	43 95.6% 18.8%	186 94.9% 81.2%
No	4 1.7% 100.0%	--	4 1.7% 100.0%	1 2.2% 25.0%	3 1.5% 75.0%
Don't Know	8 3.3% 100.0%	--	8 3.3% 100.0%	1 2.2% 12.5%	7 3.6% 87.5%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 15-1

### Q 13. Respondent Age:

		Attendees				
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)	
TOTAL	TOTAL	355	114	241	45	196
		100.0%	32.1%	67.9%	12.7%	55.2%
Mean		57.5	61.9 BCD	55.4	53.4	55.9
Median		61.0	64.0	58.0	58.0	58.0
Mode		62.0	66.0	62.0	--	63.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 16-1

**Q14. In dollars, what is the approximate combined ANNUAL INCOME of your household?**

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL ANSWERING	293 100.0%	93 31.7%	200 68.3%	36 12.3%	164 56.0%
< \$50,000	19 6.5% 100.0%	8 8.6% 42.1%	11 5.5% 57.9%	3 8.3% 15.8%	8 4.9% 42.1%
\$50,000 - \$74,999	69 23.5% 100.0%	26 28.0% 37.7%	43 21.5% 62.3%	7 19.4% 10.1%	36 22.0% 52.2%
\$75,000 - \$99,999	56 19.1% 100.0%	18 19.4% 32.1%	38 19.0% 67.9%	8 22.2% 14.3%	30 18.3% 53.6%
\$100,000 - \$149,999	76 25.9% 100.0%	19 20.4% 25.0%	57 28.5% 75.0%	8 22.2% 10.5%	49 29.9% 64.5%
\$150,000 - \$200,000	40 13.7% 100.0%	14 15.1% 35.0%	26 13.0% 65.0%	5 13.9% 12.5%	21 12.8% 52.5%
\$200,000 and over	33 11.3% 100.0%	8 8.6% 24.2%	25 12.5% 75.8%	5 13.9% 15.2%	20 12.2% 60.6%
Median Income	\$101,645	\$92,360	\$107,017	\$100,000	\$108,163

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 17-1

### Respondent Gender:

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
	TOTAL				
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
Male	223 62.8% 100.0%	71 62.3% 31.8%	152 63.1% 68.2%	24 53.3% 10.8%	128 65.3% 57.4%
Female	132 37.2% 100.0%	43 37.7% 32.6%	89 36.9% 67.4%	21 46.7% 15.9%	68 34.7% 51.5%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 18-1

### Ethnicity of respondent:

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
Caucasian	332 93.5% 100.0%	110 96.5% 33.1%	222 92.1% 66.9%	42 93.3% 12.7%	180 91.8% 54.2%
Hispanic	14 3.9% 100.0%	bd 2 1.8% 14.3%	12 5.0% 85.7%	2 4.4% 14.3%	10 5.1% 71.4%
African-American	8 2.3% 100.0%	2 1.8% 25.0%	6 2.5% 75.0%	1 2.2% 12.5%	5 2.6% 62.5%
Asian	1 0.3% 100.0%	--	1 0.4% 100.0%	--	1 0.5% 100.0%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

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



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

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

Year	Attendance
2009	103,255
2010	72,448
2011	74,082
2012	87,112
2013	90,935
2014	78,624
2015	71,472
2016	68,566
2017	81,752
2018	64,689

**City of Bradenton  
(Pittsburgh Pirates)**

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

FY:	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
<b>COSTS</b>																
Operating & Administrative Costs	\$ 587,678	\$ 553,579	\$ 618,816	\$ 562,694	\$ 549,302	\$ 92,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes - Pirate City	\$ 82,296	\$ 84,901	\$ 99,801	\$ 99,591	\$ 104,929	\$ 114,117	\$ 80,060	\$ 79,903	\$ 211,941	\$ 201,631	\$ 178,368	\$ 186,812	\$ 178,621	\$ 90,294	\$ 101,319	\$ 121,448
Property Taxes - McKechnie Field	\$ 56,250	\$ 55,266	\$ 54,539	\$ 53,647	\$ 51,168	\$ 47,422	\$ 43,835	\$ 43,313	\$ 43,486	\$ 42,854	\$ 41,050	\$ 39,866	\$ 8,265	\$ 8,352	\$ 11,844	\$ 12,113
Capital Improvements <sup>(1)</sup> see below																
Debt Service																
1995 Subordinate Lien \$4,575,000	281,059	281,059	281,059	281,059	281,059	281,059	281,059	281,059	239,378	1,247,207						
1998 Capital Improvement \$3,150,000	413,275	404,742	400,918	389,634	374,616	357,817										
2007 Special Obligation \$18,645,000																
2012 Capital Improvements \$7,500,000					315,496	1,113,311	1,109,911	1,112,836	1,110,236	1,112,287	1,109,052	1,109,206	1,112,431	925,193		
2016 Special Ob Refunding \$14,280,000										100,742	487,250	504,616	504,480	504,340	504,197	504,047
TDC Contribution - McKechnie Scoreboard														172,289	275,850	1,008,050
FL DEO Grant - Tournament Sports Park															999,507	
Capital Reserve Fund <sup>(2)</sup> Contributions						750,000		137,152	130,625	136,503	136,503	138,972	141,849	144,119	145,560	147,750
<b>Total Costs</b>	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,534,865	\$ 1,654,263	\$ 1,735,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,844,586	\$ 2,782,176	\$ 1,793,408
<b>REVENUES</b>																
Pirates Lease	40,446	94,783	119,256	138,989	195,884											
Manatee County																
Tourist Development Tax 10.5% of 2¢	203,800	216,065	238,572	253,906	263,510	263,611	255,531	269,361	289,237	366,602						
Tourist Development Tax - 5th Cent																
Property Tax Reimbursement - Pirate City <sup>(3)</sup>																
14th Street CRA Contribution		32,069	34,537	36,294	38,221	38,678	27,328	27,062	69,297	64,336	62,314	58,756	24,995	28,886	24,995	400,000
State of Fla. Spring Training Facilities Grant																
TDC Contribution - McKechnie Scoreboard																
FL DEO Grant - Tournament Sports Park																
City of Bradenton	\$ 1,186,312	1,036,630	1,056,768	957,436	887,286	1,923,697	707,015	893,359	851,966	1,885,549	939,905	970,712	870,647	865,696	63,771	1,393,408
<b>Total Revenues</b>	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,534,865	\$ 1,654,263	\$ 1,735,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,844,586	\$ 2,782,176	\$ 1,793,408

<sup>(1)</sup> Capital Improvements:  
 1998 \$3,000,000 Improvements to clubhouse  
 2007 \$18,645,000 Renovations to McKechnie Field and Pirate City  
 2012 \$7,500,000 Renovations to McKechnie Field  
 2016 \$14,280,000 Special Obligation Revenue Refunding Bonds (These bonds refunded the 2007 \$18,645,000 Renovations to McKechnie Field and Pirate City bonds)  
 FL DEO Grant of \$743,899 for Tournament Sports Park  
 TDC Contribution to New Scoreboard at McKechnie (LECOM) Field

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

<sup>(3)</sup> Reimbursement from Manatee County for county portion of property tax bill

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2018 13

ACCOUNTS FOR:  
216 SPEC OBLIGATION DEBT-SER 2016

ORIGINAL  
APPROP

TRANSFRS/  
ADJUSTMNTS

REVISED  
BUDGET

YTD EXPENDED

ENCUMBRANCES

AVAILABLE  
BUDGET

PCT  
USED

21651700 SPEC OBLIGATION DEBT-SER 2016

21651700 571000 DB216 PRINCIPAL - D  
21651700 572000 DB216 INTEREST - DE  
21651700 573000 DB216 FEES & EXP -

470,000  
538,050  
3,000

0  
0  
0

470,000  
538,050  
3,000

470,000.00  
538,050.00  
.00

.00  
.00  
.00

.00  
.00  
3,000.00

100.0%  
100.0%  
.0%

TOTAL SPEC OBLIGATION DEBT-SER 2016

1,011,050

0

1,011,050

1,008,050.00

.00

3,000.00

99.7%

TOTAL SPEC OBLIGATION DEBT-SER 2016

1,011,050

0

1,011,050

1,008,050.00

.00

3,000.00

99.7%

TOTAL EXPENSES

1,011,050

0

1,011,050

1,008,050.00

.00

3,000.00

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2018 13

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP TRANSRS/ ADJUSTMTS REVISED BUDGET YTD EXPENDED ENCUMBRANCES AVAILABLE BUDGET PCT USED

20851700 SPEC OBLIGATION DEBT-SER 2012

20851700 571000 DE208 PRINCIPAL - D	322,938	0	322,938	322,938.00	.00	.00	100.0%
20851700 572000 DE208 INTEREST - DE	181,109	0	181,109	181,109.29	.00	.29	100.0%*
TOTAL SPEC OBLIGATION DEBT-SER 2012	504,047	0	504,047	504,047.29	.00	.29	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 2012	504,047	0	504,047	504,047.29	.00	.29	100.0%
TOTAL EXPENSES	504,047	0	504,047	504,047.29	.00	.29	100.0%



**Revenue Detail**

		<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
		<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>
<b>35 INTEREST EARNINGS</b>					
30601 351100	INTEREST EARNINGS	6,281	7,899	4,300	12,960
	<b>INTEREST EARNINGS TOTAL \$</b>	<b>6,281</b>	<b>7,899</b>	<b>4,300</b>	<b>12,960</b>
<b>37 MISCELLANEOUS</b>					
30602 369300	REFUND-PRIOR YR EXPENDITURES	4,121	-	-	-
	<b>MISCELLANEOUS TOTAL \$</b>	<b>4,121</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>39 OTHER SOURCES</b>					
30605 381001	INTERFUND TRANSFER IN-GEN FUND	141,849	144,119	145,560	147,750
	<b>OTHER SOURCES TOTAL \$</b>	<b>141,849</b>	<b>144,119</b>	<b>145,560</b>	<b>147,750</b>
	<b>GRAND TOTAL \$</b>	<b>152,251</b>	<b>152,018</b>	<b>149,860</b>	<b>160,710</b>

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2016 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

51700 DEBT SERVICE PAYMENTS

21651700	571000	DB216	PRINCIPAL - D	455,000	455,000	.00	.00	.00	455,000.00	.0%
21651700	572000	DB216	INTEREST - DE	551,700	551,700	275,850.00	.00	.00	275,850.00	50.0%
21651700	573000	DB216	FEES & EXP -	11,000	11,000	.00	.00	.00	11,000.00	.0%
TOTAL DEBT SERVICE PAYMENTS				1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	27.1%
TOTAL SPEC OBLIGATION DEBT-SER 20				1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	27.1%
TOTAL EXPENSES				1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2016 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

21605 381001 DB216 001 GEN FUND INT	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL REVENUES	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL REVENUES	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	





### Revenue Detail

	FY 2014 Actual	FY 2015 Actual	FY 2016 Revised	FY 2017 Adopted
<b>35 INTEREST EARNINGS</b>				
30601 361100 INTEREST EARNINGS	3,452	6,281	4,300	4,300
<b>INTEREST EARNINGS TOTAL \$</b>	<b>3,452</b>	<b>6,281</b>	<b>4,300</b>	<b>4,300</b>
<b>37 MISCELLANEOUS</b>				
30602 369300 REFUND - PRIOR YR EXPENDITURES	-	4,121	-	-
<b>MISCELLANEOUS TOTAL \$</b>	<b>-</b>	<b>4,121</b>	<b>-</b>	<b>-</b>
<b>39 OTHER SOURCES</b>				
30605 381001 INTERFUND TRANSFER IN-GEN FUND	138,972	141,849	144,119	145,560
<b>OTHER SOURCES TOTAL \$</b>	<b>138,972</b>	<b>141,849</b>	<b>144,119</b>	<b>145,560</b>
<b>GRAND TOTAL \$</b>	<b>142,424</b>	<b>152,251</b>	<b>148,419</b>	<b>149,860</b>

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

20805 381001 DE208 INTERRUND TRANSF -104,197 -104,197 -78,147.72 .00 -26,049.28 75.0%

TOTAL REVENUES -104,197 -104,197 -78,147.72 .00 -26,049.28 75.0%

TOTAL SPEC OBLIGATION DEBT-SER 20 -104,197 -104,197 -78,147.72 .00 -26,049.28 75.0%

TOTAL REVENUES -104,197 -104,197 -78,147.72 .00 -26,049.28 .00

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

20803 366005 TDC CONTRIBUTIONS -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL SPEC OBLIGATION DEBT-SER 20 -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR: CAPITAL IMPROVEMENT FUND ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

58200 CAPITAL IMPROVEMENTS

30158200	563000	12807	SIDEWALKS TO	0	220,000	90,699.17	.00	.00	129,300.83	41.2%
30158200	563000	16307	TOURNAMENT SP	750,000	750,000	758,958.01	.00	.00	-8,958.01	101.2%
30158200	563000	16308	MCKECHNIE/LHC	1,000,000	1,000,000	999,507.18	.00	.00	492.82	100.0%
30158200	563000	17802	MONUMENT SIGN	15,000	15,000	6,425.05	.00	.00	8,574.95	42.8%
30158200	563000	17803	DOMNTOWN PARK	6,640,000	6,640,000	45,939.38	.00	.00	6,594,060.62	.7%
TOTAL CAPITAL IMPROVEMENTS				8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	22.0%
TOTAL CAPITAL IMPROVEMENT FUND				8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	22.0%
TOTAL EXPENSES				8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2016 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

21604 334700 DB216 CULTURE & REC/ST	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL REVENUES	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL SPEC OBLIGATION DEBT-SER 20	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL REVENUES	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

20803 366005 TDC CONTRIBUTIONS -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL SPEC OBLIGATION DEBT-SER 20 -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

51700 DEBT SERVICE PAYMENTS

20851700_571000_DB208_PRINCIPAL - D	313,289	313,289	313,289.00	.00	.00	.00	100.0%
20851700_572000_DB208_INTEREST - DE	190,908	190,908	190,907.20	.00	.00	.80	100.0%
TOTAL DEBT SERVICE PAYMENTS	504,197	504,197	504,196.20	.00	.00	.80	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	504,197	504,197	504,196.20	.00	.00	.80	100.0%
TOTAL EXPENSES	504,197	504,197	504,196.20	.00	.00	.80	

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2016 13

ACCOUNTS FOR: 207 SPEC OBLIGATION DEBT-SER 2007	ORIGINAL APPROP	TRANSERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0000 REVENUES							
20703 GRANTS/CONTRIBUTIONS							
20703 366030 MANATEE COUNTY CONTRI	0	0	0	-28,885.63	.00	28,885.63	100.0%
TOTAL GRANTS/CONTRIBUTIONS	0	0	0	-28,885.63	.00	28,885.63	100.0%
20704 CAPITAL GRANTS/CONTRIBUTIONS							
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
TOTAL CAPITAL GRANTS/CONTRIBUTIONS	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%
20705 NON GOVERNMENTAL REV CLASS							
20705 381001 INTERFUND TRANSFER IN	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%*
TOTAL NON GOVERNMENTAL REV CLASS	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%
TOTAL REVENUES	-1,110,731	0	-1,110,731	-792,588.13	.00	-318,142.87	71.4%





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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2016 13

ACCOUNTS FOR: OBLIGATION DEBT-SER 2007  
207 SPEC

ORIGINAL APPROP TRANSFERS/ADJUSTMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET PCT USED

00000 REVENUES

20703 GRANTS/CONTRIBUTIONS

20703 366030 MANATEE COUNTY CONTRI 0 0 0 -28,885.63 .00 28,885.63 100.0%  
TOTAL GRANTS/CONTRIBUTIONS 0 0 0 -28,885.63 .00 28,885.63 100.0%

20704 CAPITAL GRANTS/CONTRIBUTIONS

20704 334700 12301 PRO SPORTS STATE -500,000 0 -500,000 -458,337.00 .00 -41,663.00 91.7%\*  
TOTAL CAPITAL GRANTS/CONTRIBUTIONS -500,000 0 -500,000 -458,337.00 .00 -41,663.00 91.7%

20705 NON GOVERNMENTAL REV CLASS

20705 381001 INTERFUND TRANSFER IN -610,731 0 -610,731 -305,365.50 .00 -305,365.50 50.0%\*  
TOTAL NON GOVERNMENTAL REV CLASS -610,731 0 -610,731 -305,365.50 .00 -305,365.50 50.0%  
TOTAL REVENUES -1,110,731 0 -1,110,731 -792,588.13 .00 -318,142.87 71.4%



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

CITY OF BRADENTON  
www.cityofbradenton.com

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FOR 2016 13

ACCOUNTS FOR:  
207 SPEC OBLIGATION DEBT-SER 2007

ORIGINAL APPROP TRANSFRS/ ADJUSTMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILBLE BUDGET PCT USED

51700 DEBT SERVICE PAYMENTS

20751700 SPEC OBLIGATION DEBT-SER 2007

20751700	571000	DB207	PRINCIPAL - D	445,000	0	445,000	332,615.64	.00	445,000.00	.0%
20751700	572000	DB207	INTEREST - DR	665,231	0	665,231	464.67	.00	332,615.36	50.0%
20751700	573000	DB207	FEES & EXP -	500	0	500	140,913.32	.00	35.33	92.9%
20751700	595400	DB207	FEES-OTHER NO	0	0	0		.00	-140,913.32	100.0%*
TOTAL SPEC OBLIGATION DEBT-SER 2007				1,110,731	0	1,110,731	473,993.63	.00	636,737.37	42.7%
TOTAL DEBT SERVICE PAYMENTS				1,110,731	0	1,110,731	473,993.63	.00	636,737.37	42.7%
TOTAL SPEC OBLIGATION DEBT-SER 2007				0	0	0	-318,594.50	.00	318,594.50	100.0%
TOTAL REVENUES				-1,110,731	0	-1,110,731	-792,588.13	.00	-318,142.87	
TOTAL EXPENSES				1,110,731	0	1,110,731	473,993.63	.00	636,737.37	



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

CITY OF BRADENTON  
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P 1  
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FOR 2015 13

	ORIGINAL APPROP	TRANSFRS/ADJSTMNTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
0000 REVENUES							
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
20705 381001 INTERFUND TRANSFER IN	-613,431	0	-613,431	-511,192.50	.00	-102,238.50	83.3%*
TOTAL REVENUES	-1,113,431	0	-1,113,431	-969,529.50	.00	-143,901.50	87.1%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	430,000	0	430,000	.00	.00	430,000.00	.0%
20751700 572000 DB207 INTEREST - DE	682,431	0	682,431	341,215.64	.00	341,215.36	50.0%
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	464.67	.00	535.33	46.5%
TOTAL DEBT SERVICE PAYMENTS	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	30.7%
TOTAL EXPENSES	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	
GRAND TOTAL	0	0	0	-627,849.19	.00	627,849.19	100.0%

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

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2014 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
0000 REVENUES							
20704 334700 12101 PRO SPORTS STATE	-500,000	0	-500,000	-500,004.00	.00	4.00	100.0%
20705 381001 INTERFUND TRANSPR TN	-609,831	0	-609,831	-609,831.00	.00	.00	100.0%
TOTAL REVENUES	-1,109,831	0	-1,109,831	-1,109,835.00	.00	4.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	410,000	0	410,000	410,000.00	.00	.00	100.0%
20751700 572000 DB207 INTEREST - DE	698,831	0	698,831	698,831.28	.00	-.28	100.0%*
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	839.67	.00	160.33	84.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	100.0%
TOTAL EXPENSES	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	
GRAND TOTAL	0	0	0	-164.05	.00	164.05	100.0%

\*\* END OF REPORT = Generated by Sharon Beauchamp \*\*



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2013 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTM'S	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 344700 12301 PRO SPORTS STAFF	-500,000	0	-500,000	-500,004.00		4.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-609,052	0	-609,052	-609,052.00		.00	100.0%
TOTAL REVENUES	-1,109,052	0	-1,109,052	-1,109,056.00		4.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	395,000	0	395,000	395,000.00		.00	100.0%
20751700 572000 DD207 INTEREST - DE	713,052	0	713,052	713,051.28		.72	100.0%
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	.00		1,000.00	.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,052	0	1,109,052	1,108,051.28		1,000.72	99.9%
TOTAL EXPENSES	1,109,052	0	1,109,052	1,108,051.28		1,000.72	100.0%
GRAND TOTAL	0	0	0	-1,004.72		1,004.72	100.0%

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



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENC/RPO	AVAILABLE BUDGET	PCT USED
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00000 REVENUES

20704 334700 12301 PRO SPORTS EXPARE	-500,004	0	-500,004	-500,004.00		.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-612,907	0	-612,907	-612,907.00		.00	100.0%

TOTAL REVENUES

TOTAL REVENUES

	-1,112,911	0	-1,112,911	-1,112,911.00		.00	100.0%
	-1,112,911	0	-1,112,911	-1,112,911.00		.00	100.0%

51700 DEBT SERVICE PAYMENTS

20751700 571000 DE307 PRINCIPAL - D	385,000	0	385,000	385,000.00		.00	100.0%
20751700 572000 DE307 INTEREST - DE	726,911	0	726,911	726,911.28		-.28	100.0%
20751700 595400 DE307 FEES-OTHER NO	1,000	0	1,000	375.00		.00	37.5%

TOTAL DEBT SERVICE PAYMENTS

TOTAL EXPENSES

	1,112,911	0	1,112,911	1,112,286.28		.00	624.72	99.9%
	1,112,911	0	1,112,911	1,112,286.28		.00	624.72	

GRAND TOTAL 0 0 0 -624.72 .00 624.72 100.0%

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2011 13

	ORIGINAL APPROP	TRANSRS/ADJUSTM	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STAFF	-500,004	0	-500,004	-500,004.00		.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-610,357	0	-610,357	-610,357.00		.00	100.0%
TOTAL REVENUES	-1,110,361	0	-1,110,361	-1,110,361.00		.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DR207 PRINCIPAL - D	370,000	0	370,000	370,000.00		.00	100.0%*
20751700 572000 DR207 INTEREST - DE	739,861	0	739,861	739,861.28		-.28	100.0%*
20751700 595400 DR207 FEES-OTHER NO	500	0	500	375.00		125.00	75.0%*
TOTAL DEBT SERVICE PAYMENTS	1,110,361	0	1,110,361	1,110,236.28		124.72	100.0%
TOTAL EXPENSES	1,110,361	0	1,110,361	1,110,236.28		124.72	
GRAND TOTAL	0	0	0	-124.72		124.72	100.0%

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

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FROM 2010 01 TO 2010 13

City of Bradenton  
FLEXIBLE PERIOD REPORT

CITY OF BRADENTON  
www.cityofbradenton.com

PAGE 1  
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ACCOUNTS FOR: SPEC OBLIGATION DEBT-SHR 2007 ORIGINAL APPROP TRANSRS/ADJUSTMTS REVISED BUDGET ACTUALS ENCUMBRANCES AVAILABLE BUDGET PCT USED

00000 REVENUES

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

20705 381001 INTERFUND TRANSFER IN-GEN FUN 614,458 0 0 614,458.00 .00 -614,458.00 .0%

51700 DEBT SERVICE PAYMENTS

20751700 571000 DE207 PRINCIPAL - DEBT SHR 360,000 0 0 360,000.00 .00 -360,000.00 .0%

20751700 572000 DE207 INTEREST - DEBT SERV 752,462 0 0 752,461.28 .00 -752,461.28 .0%

20751700 595400 DE207 FEES-OTHR NON-OPERA 2,000 0 0 375.00 .00 -375.00 .0%



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17:18:48

FROM 2009 01 TO 2009 13

CITY OF BRADENTON  
FLEXIBLE PERIOD REPORT

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2007 ORIGINAL APPROP TRANSFERS/ ADJUSTMENTS REVISED BUDGET ACTUALS ENCUMBRANCES AVAILABLE BUDGET PCT USED

00000 REVENUES

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

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

51700 DEBT SERVICE PAYMENTS

20751700 571000 DE207 PRINCIPAL - DEBT SER 345,000 0 0 345,000.00 .00 -345,000.00 .0%

20751700 572000 DE207 INTEREST - DEBT SERV 764,536 0 0 764,536.28 .00 -764,536.28 .0%

20751700 595400 DE207 FEES-OTHER NON-OPERA 376 0 0 375.00 .00 -375.00 .0%

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

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

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION  
 582000 CAPITAL IMPROVEMENTS

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

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

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

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION

Account Number	Adjustd Estimate	Revenues	Year-to-date Revenues	Balance	Pct Rcvd
361100-000 INTEREST EARNINGS	388,600.00	388,603.06	388,603.06	-83.06	100.02
381001-000 NON REV-INTERFUND TRANSFER 001	711,776.00	711,775.40	711,775.40	0.60	100.00
384000-000 PROCEEDS FROM DEBT ISSUANCE	18,145,300.00	18,145,236.37	18,145,236.37	63.63	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	19,245,676.00	19,245,604.83	19,245,604.83	-18.83	100.00

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

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

USE OF FUNDS - 2007  
 Pirate City/McKechnie Bond Proceeds  
 Page: 79

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION  
 582000 CAPITAL IMPROVEMENTS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Pct Used
582000-021 PIRATE CITY/MCKECHNIE FIELD	11,152,114.00	9,641,010.05	9,641,010.05	1,511,103.58	0.37	100.00
582000-054 FEES AND EXPENSES	135,203.00	135,202.67	135,202.67	0.00	0.33	100.00
Total CAPITAL IMPROVEMENTS	11,287,317.00	9,776,212.72	9,776,212.72	1,511,103.58	0.70	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	19,245,676.00	9,776,212.72	9,776,212.72	1,511,103.58	7,958,359.70	58.65



## **City of Bradenton** **McKechnie Field/Pirate City - Debt History**

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**1987 – 1995 maturity date**

### **Florida League of Cities Loan**

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

**1995 – 2015 maturity date**

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

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

**1998 – 2008 maturity date**

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

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

**2007 – 2037 maturity date**

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

- Issued to finance capital improvements to Pirate City and McKechnie Field
- State of Florida Retained Spring Training Facilities grant revenue - \$500,000/annually toward debt service
- Advance refunded in 2016 with the Special Obligation Revenue Refunding Bond Series 2016 - \$14,280,000

**2011 – 2027 maturity date**

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

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

**2016 – 2037 maturity date**

### **Special Obligation Revenue Refunding Bond Series 2016 - \$14,280,000**

- Issued to advance refund all of the City's outstanding Special Obligation Revenue Bond Series 2007 - \$18,645,000
- Final payment of \$994,700 due September 1, 2037



*In the opinion of Nabors, Giblin & Nickerson, P.A., Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions referred to herein under "TAX EXEMPTION," interest on the Series 2016 Bonds is (a) excludable from gross income for federal income tax purposes and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of a corporation's alternative minimum taxable income and may be subject to other federal income tax consequences referred to herein under "TAX EXEMPTION."*



**\$14,280,000**  
**CITY OF BRADENTON, FLORIDA**  
**SPECIAL OBLIGATION REVENUE REFUNDING BONDS,**  
**SERIES 2016**

**Dated: Date of Delivery**

**Due: September 1 (see inside cover)**

The City of Bradenton, Florida Special Obligation Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") will be issued only as fully registered bonds and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be available to purchasers in denominations of \$5,000 and any multiple thereof only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive delivery of the Series 2016 Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2016 Bond, the purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Series 2016 Bond. See "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry Only System" herein. Interest on the Series 2016 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing on September 1, 2016.

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, and other applicable provisions of law, and Resolution 16-33, adopted by the City Council of the City of Bradenton, Florida (the "City") on June 8, 2016 (the "Resolution") for the purpose of providing funds, together with other legally available funds of the City, to (i) refund the City's outstanding Special Obligation Revenue Bonds, Series 2007, and (ii) pay the costs of issuance of the Series 2016 Bonds.

The Series 2016 Bonds are subject to optional redemption prior to maturity as described herein.

The principal and interest on the Series 2016 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such term is defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Funds, to pay the principal of and interest on the Series 2016 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2016 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2016 BONDS" herein.

THE SERIES 2016 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY THE PLEDGED FUNDS (INCLUDING AMOUNTS BUDGETED AND APPROPRIATED BY THE CITY FROM NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE RESOLUTION), IN THE MANNER SET FORTH IN THE RESOLUTION. NO HOLDER OF ANY SERIES 2016 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2016 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2016 BOND FROM ANY MONEYS OF THE CITY, EXCEPT FROM PLEDGED FUNDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION.

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

The Series 2016 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to the approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by the City Attorney, William R. Lisch, Esq., Bradenton, Florida. Certain legal matters will be passed on for the Underwriter by Bryant Miller Olive P.A., Tampa, Florida. RBC Capital Markets, LLC serves as financial advisor to the City with respect to the offering of the Series 2016 Bonds. It is expected that settlement for the Series 2016 Bonds will occur through the facilities of DTC in New York, New York, on or about July 14, 2016.

**RAYMOND JAMES®**

Dated: June 15, 2016

\$14,280,000  
 CITY OF BRADENTON, FLORIDA  
 SPECIAL OBLIGATION REVENUE REFUNDING BONDS,  
 SERIES 2016

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

**\$14,280,000 Serial Bonds**

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>	<u>Initial</u> <u>CUSIP No.**</u>
2016	\$100,000	2.00%	100.178	0.63%	104178EF1
2017	455,000	3.00	102.573	0.71	104178EG9
2018	470,000	3.00	104.507	0.86	104178EH7
2019	480,000	3.00	106.116	1.01	104178EJ3
2020	495,000	3.00	107.441	1.15	104178EK0
2021	510,000	4.00	113.357	1.30	104178EL8
2022	535,000	4.00	115.031	1.43	104178EM6
2023	555,000	4.00	116.477	1.55	104178EN4
2024	575,000	4.00	117.727	1.66	104178EP9
2025	595,000	4.00	118.537	1.79	104178EQ7
2026	625,000	4.00	119.165	1.91	104178ER5
2027	650,000	5.00	126.964*	2.04	104178ES3
2028	680,000	5.00	126.337*	2.10	104178ET1
2029	715,000	4.00	114.504*	2.38	104178EU8
2030	740,000	4.00	113.732*	2.46	104178EV6
2031	770,000	4.00	113.157*	2.52	104178EW4
2032	805,000	4.00	112.680*	2.57	104178EX2
2033	835,000	4.00	112.206*	2.62	104178EY0
2034	870,000	4.00	111.923*	2.65	104178EZ7
2035	900,000	4.00	111.546*	2.69	104178FA1
2036	940,000	4.00	111.264*	2.72	104178FB9
2037	980,000	3.00	99.532	3.03	104178FC7

\* Priced to the first optional redemption date of September 1, 2026.

\*\* Neither the City nor the Underwriter is responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the City as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.



**OFFICIAL STATEMENT**  
**Relating to**  
**\$14,280,000**  
**CITY OF BRADENTON, FLORIDA**  
**SPECIAL OBLIGATION REVENUE REFUNDING BONDS,**  
**SERIES 2016**

**INTRODUCTORY STATEMENT**

This Official Statement including the cover page, inside cover page and appendices, is provided by the City of Bradenton, Florida (the "City"), in order to set forth certain information regarding the City and the City's \$14,280,000 aggregate principal amount of Special Obligation Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), authorized by Resolution No. 16-33, adopted by the City Council (the "Council") on June 8, 2016 (the "Resolution"). This introduction is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement and should not be considered to be a complete statement of the facts material to making an informed investment decision.

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the City, and other applicable provisions of law, and the Resolution. The Series 2016 Bonds need not be approved by a vote of the electors of the City.

The Series 2016 Bonds are being issued for the purpose of providing funds, together with other legally available funds of the City, to (i) refund the City's outstanding Special Obligation Revenue Bonds, Series 2007 (the "Refunded Bonds"), and (ii) pay the costs of issuance of the Series 2016 Bonds. See "PLAN OF REFUNDING" herein.

The principal of and interest on the Series 2016 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such term is defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Revenues, to pay the principal of and interest on the Series 2016 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2016 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2016 BONDS" herein.

All capitalized terms used in this Official Statement not normally capitalized and not otherwise defined herein, shall have the same meaning as provided in the Resolution. The form of the Resolution is attached to this Official Statement as APPENDIX C. The descriptions of the Series 2016 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City.

## THE CITY

The City, incorporated in 1903, is located on the west coast of Florida, in Manatee County (the "County"), approximately forty miles south of Tampa on the southern reaches of Tampa Bay. The City encompasses 14.55 square miles and has a population of approximately 52,534. The City provides a full range of services including police, fire, planning and development, water, sewer, solid waste and recycling services, as well as providing cultural and recreational facilities. For additional information concerning the City, see "APPENDIX A - General Information Regarding the City of Bradenton and Manatee County, Florida" attached hereto.

## PLAN OF REFUNDING

Pursuant to the Bond Resolution, the City has determined it to be in its best interest to refund the Refunded Bonds currently outstanding in the amount of \$14,705,000 with proceeds from the Series 2016 Bonds and other legally available moneys of the City.

Concurrently with the delivery of the Series 2016 Bonds, proceeds from the Series 2016 Bonds, together with other legally available moneys of the City, shall be deposited into an escrow deposit trust account (the "Escrow Account") pursuant to the terms and provisions of the Escrow Deposit Agreement between the City and U.S. Bank National Association, Orlando, Florida, as Escrow Agent thereunder (the "Escrow Deposit Agreement"). The moneys deposited pursuant to the Escrow Deposit Agreement shall be applied to the purchase of certain United States Treasury obligations (the "Escrow Securities") so as to produce sufficient funds to pay the principal of, and interest on the Refunded Bonds as the same become due or are earlier redeemed. The Refunded Bonds will be called for redemption on September 1, 2017 (the "Redemption Date") at a redemption price of 100% of the principal amount of such Refunded Bonds, plus accrued interest to the Redemption Date. Upon the deposit of such moneys in the Escrow Account, in the opinion of Bond Counsel, rendered in reliance upon certain mathematical computations performed by Raymond James & Associates, Inc., the Underwriter, as verified by Integrity Public Finance Consulting LLC, Jacksonville, Florida (the "Verification Agent") as described below, the Refunded Bonds shall be deemed to be paid and shall no longer be deemed to be secured by or entitled to the benefits of the Resolution pursuant to which they were issued. The Verification Agent is a wholly owned subsidiary of Bryant Miller Olive P.A. The holders of the Refunded Bonds shall be entitled to payment solely out of the moneys and Escrow Securities deposited pursuant to the Escrow Deposit Agreement. The moneys and Escrow Securities on deposit in the Escrow Fund will not be available for payment of the Series 2016 Bonds.

Upon delivery of the Series 2016 Bonds, the Verification Agent will verify the accuracy of the arithmetical computations of the adequacy of the maturing principal amount of, and interest on the Escrow Securities, together with any uninvested amounts, to be held in the Escrow Account to pay the

principal and interest on the Refunded Bonds on the Redemption Date, and the "yield" on the Series 2016 Bonds and on the Escrow Securities considered by Bond Counsel in connection with its opinion that the Series 2016 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code, as amended. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

In reliance upon the above-referenced schedules, at the time of delivery of the Series 2016 Bonds, Bond Counsel will deliver to the Underwriter and the City an opinion to the effect that all covenants, agreements and other obligations of the City to the holders of the Refunded Bonds have ceased, terminated and become void and are discharged and satisfied.

APPROVED 12/28/06

LEASE AND OPERATING AGREEMENT

BY AND BETWEEN

PITTSBURGH ASSOCIATES

AND

THE CITY OF BRADENTON

DATED AS OF DECEMBER 28, 2006

EXCERPT FROM 12/28/06

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 LEASE .....	1
Section 1.1    Defined Terms .....	1
Section 1.2    Construction of Terms .....	8
ARTICLE 2 TERM.....	9
Section 2.1    Grant .....	9
Section 2.2    Lease Term.....	9
Section 2.3    Extension Terms .....	9
ARTICLE 3 FINANCIAL MATTERS .....	9
Section 3.1    Rent .....	9
Section 3.2    Real Estate and Personal Property Tax.....	9
ARTICLE 4 USE AND OWNERSHIP OF PREMISES .....	10
Section 4.1    Suitability for Use.....	10
Section 4.2    Team's Permitted Uses.....	10
Section 4.3    Ownership of Project .....	10
Section 4.4    City Events.....	10
Section 4.5    Assignment of Warranties.....	11
Section 4.6    Parking.....	11
Section 4.7    Eminent Domain.....	11
ARTICLE 5 SURRENDER.....	12
Section 5.1    Surrender of the Complex.....	12
ARTICLE 6 OPERATIONS.....	12
Section 6.1    Team's Covenants.....	12
Section 6.2    City Covenants.....	13
Section 6.3    Team's Revenues.....	13
Section 6.4    Naming Rights.....	13
Section 6.5    Advertising.....	14
Section 6.6    Broadcast Rights.....	14
Section 6.7    Communication System.....	14
Section 6.8    Royalty Free License.....	14
Section 6.9    Suites, Club Seats and Personal Seat Licenses .....	14
Section 6.10   Operation of Concessions.....	15
Section 6.11   Utilities.....	16
ARTICLE 7 REPAIRS, MAINTENANCE AND ALTERATIONS.....	16
Section 7.1    Team's Covenants.....	16
Section 7.2    Capital Repair Work.....	16
Section 7.3    Capital Reserve Fund.....	16
Section 7.4    Performance of Capital Repair Work.....	17
Section 7.5    Emergency Repairs.....	18

Section 7.6	Title to Alterations and Capital Repair Work.....	18
Section 7.7	Alterations.....	18
Section 7.8	Liens.....	18
Section 7.9	Performance.....	18
ARTICLE 8 INDEMNIFICATION.....		19
Section 8.1	Indemnification and Payment of Damages by Team.....	19
Section 8.2	Indemnification and Payment of Damages by City.....	19
ARTICLE 9 INSURANCE; RESTORATION.....		20
Section 9.1	Maintenance of Insurance.....	20
Section 9.2	Failure to Maintain Insurance.....	20
Section 9.3	Waiver of Recovery.....	21
Section 9.4	Restoration.....	21
ARTICLE 10 DEFAULT AND REMEDIES.....		22
Section 10.1	Events of Default.....	22
Section 10.2	Injunctive Relief; Specific Performance.....	23
Section 10.3	Remedies Cumulative; Waiver.....	23
Section 10.4	Waiver of Consequential, Special and Punitive Damages.....	23
ARTICLE 11 REPRESENTATIONS AND WARRANTIES.....		24
Section 11.1	Representations and Warranties of City.....	24
Section 11.2	Representations and Warranties of Team.....	25
ARTICLE 12 26		
TERMINATION OF EXISTING LEASE.....		26
ARTICLE 13 MISCELLANEOUS.....		26
Section 13.1	Recording of the Lease.....	26
Section 13.2	Additional Documents and Approval.....	27
Section 13.3	Good Faith.....	27
Section 13.4	Form of Notices; Addresses.....	28
Section 13.5	Force Majeure.....	28
Section 13.6	Calculation of Time.....	29
Section 13.7	Time is of the Essence.....	29
Section 13.8	Incorporation by Reference.....	29
Section 13.9	Entire Agreement.....	29
Section 13.10	Amendment.....	29
Section 13.11	Binding Effect; Assignment.....	29
Section 13.12	Headings.....	30
Section 13.13	No Presumption Against Drafter.....	30
Section 13.14	Severability.....	30
Section 13.15	Third Party Beneficiaries.....	30
Section 13.16	Governing Law.....	30
Section 13.17	Counterparts.....	30

Section 13.18 Relationship of Parties .....30  
Section 13.19 Dispute Resolution.....30  
Section 13.20 Nondiscrimination.....31  
Section 13.21 Quiet Enjoyment.....31  
Section 13.22 Estoppel Certificate.....31

## LEASE AND OPERATING AGREEMENT

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

### RECITALS:

- A. The City owns McKechnie Field (as defined below) and Pirate City (as defined below).
- B. The Team owns and operates a major league professional baseball team known as the Pittsburgh Pirates and is affiliated with minor league professional baseball teams in various cities throughout the United States.
- C. The Team has been using McKechnie Field and Pirate City pursuant to the Existing Lease (as defined herein).
- D. The City and the Team desire to terminate the Existing Lease and to enter into this Lease so that the Team can continue to use McKechnie Field and Pirate City as a spring training site and for other purposes on the terms and conditions contained herein.
- E. It is in the City's best interest to enter into this Lease because of the substantial revenues that will be earned by the City's residents and businesses from the sale of goods and services necessary to supply the personnel engaged in the activities of the Team, because of the substantial tourist business such activities will attract and because of the substantial publicity and goodwill that the City will receive in the cities whose baseball teams are training in the City.

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

### ARTICLE 1 LEASE

#### Section 1.1 Defined Terms.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Complex" shall mean McKechnie Field and Pirate City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Parties" shall mean the City and the Team.

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

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

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

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

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

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

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

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

- (1) performing all preventative or routine maintenance that is stipulated in operating manuals for the equipment as regular, periodic maintenance procedures;
- (2) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing of air filters;

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

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

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

(6) touch-up painting; and

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

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

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

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

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

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

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

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

#### Section 1.2 Construction of Terms.

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

ARTICLE 2  
TERM

Section 2.1 Grant.

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

Section 2.2 Lease Term.

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

Section 2.3 Extension Terms.

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

ARTICLE 3  
FINANCIAL MATTERS

Section 3.1 Rent.

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

Section 3.2 Real Estate and Personal Property Tax.

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



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

#### ARTICLE 4 USE AND OWNERSHIP OF PREMISES

##### Section 4.1 Suitability for Use.

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

##### Section 4.2 Team's Permitted Uses.

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

##### Section 4.3 Ownership of Project.

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

##### Section 4.4 City Events.

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

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

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

#### Section 4.5 Assignment of Warranties.

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

#### Section 4.6 Parking.

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

#### Section 4.7 Eminent Domain.

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

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

## ARTICLE 5 SURRENDER

### Section 5.1 Surrender of the Complex.

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

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

## ARTICLE 6 OPERATIONS

### Section 6.1 Team's Covenants.

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

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

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

#### Section 6.2 City Covenants.

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

#### Section 6.3 Team's Revenues.

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

#### Section 6.4 Naming Rights.

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

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

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

#### Section 6.5 Advertising.

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

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

#### Section 6.6 Broadcast Rights.

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

#### Section 6.7 Communication System.

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

#### Section 6.8 Royalty Free License.

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

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

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

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

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

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

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

#### Section 6.10 Operation of Concessions.

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

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

#### Section 6.11 Utilities.

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

### ARTICLE 7 REPAIRS, MAINTENANCE AND ALTERATIONS

#### Section 7.1 Team's Covenants.

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

#### Section 7.2 Capital Repair Work.

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

#### Section 7.3 Capital Reserve Fund.

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

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

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

#### Section 7.4 Performance of Capital Repair Work.

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

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

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



Section 7.5 Emergency Repairs.

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

Section 7.6 Title to Alterations and Capital Repair Work.

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

Section 7.7 Alterations.

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

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

Section 7.8 Liens.

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

Section 7.9 Performance.

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

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

## ARTICLE 8 INDEMNIFICATION

### Section 8.1 Indemnification and Payment of Damages by Team.

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

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

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

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

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

### Section 8.2 Indemnification and Payment of Damages by City.

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

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

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

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

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

## ARTICLE 9 INSURANCE; RESTORATION

### Section 9.1 Maintenance of Insurance.

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

### Section 9.2 Failure to Maintain Insurance.

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

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

### Section 9.3 Waiver of Recovery.

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

### Section 9.4 Restoration.

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

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

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

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

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

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

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

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

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

## ARTICLE 10 DEFAULT AND REMEDIES

### Section 10.1 Events of Default.

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

(a) Team Event of Default.

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

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

(b) City Event of Default.

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

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

Section 10.2 Injunctive Relief; Specific Performance.

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

Section 10.3 Remedies Cumulative; Waiver.

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

Section 10.4 Waiver of Consequential, Special and Punitive Damages.

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

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

## ARTICLE 11 REPRESENTATIONS AND WARRANTIES

### Section 11.1 Representations and Warranties of City.

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

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

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

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

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

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

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



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

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

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

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

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

#### Section 11.2 Representations and Warranties of Team.

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

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

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

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



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

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

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

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

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

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

## ARTICLE 12 TERMINATION OF EXISTING LEASE

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

## ARTICLE 13 MISCELLANEOUS

### Section 13.1 Recording of the Lease.

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

### Section 13.2 Additional Documents and Approval.

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

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

### Section 13.3 Good Faith.

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

Section 13.4 Form of Notices; Addresses.

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

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

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

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

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

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

Section 13.5 Force Majeure.

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

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

Section 13.6 Calculation of Time.

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

Section 13.7 Time is of the Essence.

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

Section 13.8 Incorporation by Reference.

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

Section 13.9 Entire Agreement.

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

Section 13.10 Amendment.

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

Section 13.11 Binding Effect; Assignment.

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

Section 13.12 Headings.

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

Section 13.13 No Presumption Against Drafter.

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

Section 13.14 Severability.

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

Section 13.15 Third Party Beneficiaries.

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

Section 13.16 Governing Law.

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

Section 13.17 Counterparts.

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

Section 13.18 Relationship of Parties.

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

Section 13.19 Dispute Resolution.

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

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

#### Section 13.20 Nondiscrimination.

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

#### Section 13.21 Quiet Enjoyment.

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

#### Section 13.22 Estoppel Certificate.

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

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

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

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

[Signature]  
Witness  
L. [Signature]  
(Printed signature)

[Signature]  
Witness  
Bryg. Johnson  
(Printed signature)

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

BY: [Signature]  
Name: JAMES D. PLAKE  
Title: EXEC. VP + C.F.O.

STATE OF PENNSYLVANIA  
COUNTY OF Allegheny

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

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

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

[Signature] (Notary)

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

[Signature]  
Witness  
[Signature]  
(Printed signature)

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

By: [Signature]  
Name: WAYNE POSTON  
Title: MAYOR

STATE OF FLORIDA  
COUNTY OF MANATEE

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

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

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

[Signature] (Notary)



## EXHIBITS

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

EXHIBIT 1

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

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

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

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

EXHIBIT 2

SITE PLAN

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

Party Responsible to Prepare Exhibit: The Architect.

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

EXHIBIT 3

FORM OF ACKNOWLEDGMENT OF COMMENCEMENT DATE

EXHIBIT 4

**PERMITTED ENCUMBRANCES**

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

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

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

EXHIBIT 5

FORM OF MEMORANDUM OF LEASE

## EXHIBIT 6

### PAYMENT PROCEDURES FOR CAPITAL REPAIR WORK

1. Each month, when applicable, the Team shall submit to the [Trustee/Escrow Agent and the City] a request for disbursement from the Capital Reserve Fund ("Disbursement Request"), with a copy to the City. Each Disbursement Request shall be certified as true and correct by the Team to the best of its knowledge and belief and shall contain a statement setting forth (a) the name, address and federal taxpayer identification number of the payee, (b) the amount to be paid, (c) a description of the goods or services provided to the Complex by such payee and (d) if applicable, the wire transfer instructions for such payee. Each Disbursement Request shall have attached to it a copy of the invoice of the payee for whom payment is being requested, and, to the extent applicable, a partial waiver of lien of the contractor and its subcontractors covering all construction work undertaken since the last payment application of such contractor.

2. The period covered by each Disbursement Request shall be one (1) calendar month. The Disbursement Request shall be delivered to the [Trustee/Escrow Agent and the City] on or before the tenth (10th) day of the month. If a Disbursement Request is not submitted by the tenth (10th) day of a particular month, then it shall be included in the next month's Disbursement Request. On or before the twentieth (20th) day of each month, the [Trustee/Escrow Agent] shall disburse funds from the Capital Reserve Fund to the Team for payment to the payees identified in the Disbursement Request.



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

**DATED AS OF June 12, 2007**



## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
Section 1.1    Defined Terms.....	1
Section 1.2    Construction of Terms.....	5
ARTICLE 2 ARCHITECT AND DESIGN.....	5
Section 2.1    Architect Agreement.....	5
Section 2.2    Project Representatives.....	6
Section 2.3    Design Approval Process.....	7
ARTICLE 3 CONSTRUCTION MATTERS.....	7
Section 3.1    Construction Administration.....	7
Section 3.2    Lists of Contractors and Subcontractors.....	9
Section 3.3    City Responsibilities.....	10
Section 3.4    Permits.....	10
Section 3.5    Insurance.....	10
ARTICLE 4 FINANCING OF THE PROJECT.....	11
Section 4.1    Project Budget.....	11
Section 4.2    Use of Project Cost.....	11
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CITY.....	11
Section 5.1    Authorization, Validity and Enforceability.....	11
Section 5.2    No Conflicts.....	11
Section 5.3    No Violation of Laws.....	12
Section 5.4    Litigation.....	12
ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF TEAM.....	12
Section 6.1    Organization.....	12
Section 6.2    Authorization, Validity and Enforceability.....	12
Section 6.3    No Conflicts.....	12
Section 6.4    No Violations of Laws.....	13
Section 6.5    Litigation.....	13
ARTICLE 7 GENERAL CONDITIONS.....	13
Section 7.1    City's Conditions.....	13
Section 7.2    Team's Conditions.....	13
ARTICLE 8 DEFAULT AND REMEDIES.....	14
Section 8.1    Events of Default.....	14
Section 8.2    Remedies Cumulative; Waiver.....	15
Section 8.3    Force Majeure.....	15

ARTICLE 9 INDEMNIFICATION..... 15

    Section 9.1 Indemnification and Payment of Damages by Team..... 15

    Section 9.2 Indemnification and Payment of Damages by the City..... 16

ARTICLE 10 MISCELLANEOUS ..... 17

    Section 10.1 Survival of Covenants, Agreements, Representations and  
                   Warranties..... 17

    Section 10.2 Additional Documents and Approval..... 17

    Section 10.3 Good Faith..... 17

    Section 10.4 Notice of Matters..... 17

    Section 10.5 Form of Notices; Addresses..... 17

    Section 10.6 Calculation of Time..... 18

    Section 10.7 Time is of the Essence..... 18

    Section 10.8 Incorporation by Reference..... 19

    Section 10.9 Entire Agreement..... 19

    Section 10.10 Amendment..... 19

    Section 10.11 Binding Effect; Assignment..... 19

    Section 10.12 Headings..... 19

    Section 10.13 No Presumption Against Drafter..... 19

    Section 10.14 Severability..... 19

    Section 10.15 Third Party Beneficiaries..... 20

    Section 10.16 Governing Law..... 20

    Section 10.17 Counterparts..... 20

    Section 10.18 Relationship of Parties..... 20

    Section 10.19 Dispute Resolution..... 20

## DEVELOPMENT AGREEMENT

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

### RECITALS

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

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

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

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

### ARTICLE 1 DEFINITIONS

#### Section 1.1 Defined Terms.

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

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

"Architect" shall mean Fawley Bryant Architects, Inc.

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

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

"City Contribution" shall be the entire Project Costs.

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

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

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

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

"Complex" shall mean Pirate City and McKechnie Field.

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

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

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

"Contractor" shall mean NDC Construction Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Parties" shall mean the City and the Team.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Team" shall mean Pittsburgh Associates.

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

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

#### Section 1.2 Construction of Terms.

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

### ARTICLE 2 ARCHITECT AND DESIGN

#### Section 2.1 Architect Agreement.

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

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

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

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

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

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

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

## Section 2.2 Project Representatives.

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

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



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

Section 2.3 Design Approval Process.

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

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

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

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

ARTICLE 3  
CONSTRUCTION MATTERS

Section 3.1 Construction Administration.

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

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

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

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

(iv) compliance with all Laws;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### Section 3.2 Lists of Contractors and Subcontractors.

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

Section 3.3 City Responsibilities.

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

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

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

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

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

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

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

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

Section 3.4 Permits.

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

Section 3.5 Insurance.

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

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

#### ARTICLE 4 FINANCING OF THE PROJECT

##### Section 4.1 Project Budget.

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

##### Section 4.2 Use of Project Cost.

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

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CITY

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

##### Section 5.1 Authorization, Validity and Enforceability.

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

##### Section 5.2 No Conflicts.

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

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

Section 5.3 No Violation of Laws.

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

Section 5.4 Litigation.

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

ARTICLE 6  
REPRESENTATIONS AND WARRANTIES OF TEAM

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

Section 6.1 Organization.

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

Section 6.2 Authorization, Validity and Enforceability.

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

Section 6.3 No Conflicts.

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

Section 6.4 No Violations of Laws.

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

Section 6.5 Litigation.

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

ARTICLE 7  
GENERAL CONDITIONS

Section 7.1 City's Conditions.

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

- (a) Lease Agreement. The Team shall have executed and delivered the Lease Agreement.
- (b) Accuracy of Representations. All of the representations and warranties of the Team in this Agreement must have been accurate in all material respects as of their respective dates of execution and delivery.
- (c) Performance. All of the covenants and obligations that the Team is required to perform or to comply with pursuant to this Agreement prior to the date of the City's performance, as applicable, including the delivery of all documents and notices provided for therein, must have been performed and complied with in all material respects.
- (d) No Injunction. There shall not be in effect any Legal Requirements or any injunction or other order that prohibits the consummation of this Agreement.
- (e) Delivery of Other Documents. The Team shall have delivered all documents and notices required by this Agreement including, opinions of counsel that shall, among other things, verify the due authorization for the execution and delivery of the Agreement by the Team.

Section 7.2 Team's Conditions.

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

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

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

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

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

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

## ARTICLE 8 DEFAULT AND REMEDIES

### Section 8.1 Events of Default.

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

(a) Team Event of Default.

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

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

(b) City Event of Default.

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



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

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

Section 8.2 Remedies Cumulative; Waiver.

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

Section 8.3 Force Majeure.

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

ARTICLE 9  
INDEMNIFICATION

Section 9.1 Indemnification and Payment of Damages by Team.

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

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

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

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

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

#### Section 9.2 Indemnification and Payment of Damages by the City.

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

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

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

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

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

ARTICLE 10  
MISCELLANEOUS

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

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

Section 10.2 Additional Documents and Approval.

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

Section 10.3 Good Faith.

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

Section 10.4 Notice of Matters.

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

Section 10.5 Form of Notices; Addresses.

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

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

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

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

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

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

Section 10.6 Calculation of Time.

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

Section 10.7 Time is of the Essence.

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

Section 10.8 Incorporation by Reference.

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

Section 10.9 Entire Agreement.

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

Section 10.10 Amendment.

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

Section 10.11 Binding Effect; Assignment.

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

Section 10.12 Headings.

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

Section 10.13 No Presumption Against Drafter.

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

Section 10.14 Severability.

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

Section 10.15 Third Party Beneficiaries.

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

Section 10.16 Governing Law.

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

Section 10.17 Counterparts.

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

Section 10.18 Relationship of Parties.

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

Section 10.19 Dispute Resolution.

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

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

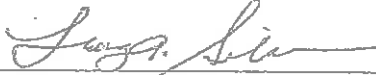
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

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

TEAM:

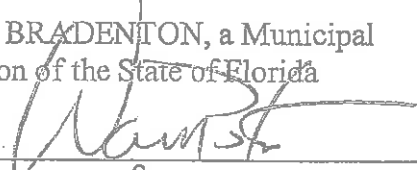
PITTSBURGH ASSOCIATES, a Pennsylvania limited partnership

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

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

CITY:

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

By:   
Name: WAYNE POSTON  
Title: MAYOR



## LIST OF EXHIBITS

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

EXHIBIT 1

LEASE AND OPERATING AGREEMENT

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

## EXHIBIT 2

### DESCRIPTION OF THE PROJECT

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

#### McKechnie Field

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

#### Pirate City

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

## EXHIBIT 3

### PROJECT SCHEDULE

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

EXHIBIT 4

SCHEMATIC DESIGN DOCUMENTS

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

EXHIBIT 5

SITE PLAN

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

## EXHIBIT 6

### ARCHITECT INSURANCE REQUIREMENTS

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

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

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

EXHIBIT 7

CONTRACTOR INSURANCE REQUIREMENTS

A. **Limits**

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

B. **Other Requirements**

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



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

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

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

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

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

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

4. **Workers' Compensation and Employers' Liability.** The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.
5. **General.** All policies shall:
  - (a) Be written by insurance companies with a Best's Rating of no less than "A:VII".
  - (b) Provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.
  - (c) Apply separately to each insured and additional insured against a whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (d) Name the following entities as additional insureds: the City, Pittsburgh Associates, Pittsburgh Baseball, Inc., and, as applicable; their respective subsidiaries, affiliates, officers, directors employees.
  - (e) (i) provide defense as an additional benefit and not within the limits of liability, (ii) be endorsed to provide a waiver of subrogation in favor of the additional insureds, and (iii) with respect to workers' compensation and employer's liability insurance, contain stop gap endorsement for monopolistic states.

EXHIBIT 7

CITY AGREEMENT WITH ARCHITECT

**WATCH LIVE :** GMS 5-7 a.m. Noon Suncoast View News at 5, 5:30, 6 News at 7 News at 11

[http://www.mysuncoast.com/news/lecom-park-wins-top-honor-in-best-of-the-ballparks/article\\_6674fed6-749b-11e8-9aae-5b40cda099bd.html](http://www.mysuncoast.com/news/lecom-park-wins-top-honor-in-best-of-the-ballparks/article_6674fed6-749b-11e8-9aae-5b40cda099bd.html)

TOP STORY

## LECOM Park wins top honor in "Best of the Ballparks" competition

Chloe Conboy Jun 20, 2018



LECOM Park earns top honors in "Best of the Ballparks."

(Source: Bradenton Marauders)

BRADENTON, FL (WWSB) - Bradenton has just earned more bragging rights.

LECOM Park has once again claimed the championship in *Ballpark Digest's* "Best of the Ballparks" competition.

Ballpark Digest Magazine has announced the home of the Bradenton Marauders for the best High-A minor league stadium in Florida.

The historic Bradenton ballpark secured the title in a close final round. LECOM Park beat Winston-Salem's BB&T Field by 28 votes with a total of 31,000 fans voting in the competition.

"It's an honor for our home field to be selected as the top ballpark in the High-A classification," Bradenton Marauders General Manager Rachelle Madrigal said in a press release. "The love our fans have for LECOM Park and the high regard baseball fans everywhere have expressed for this historic facility was evident in the voting."

According to the Bradenton Marauders, they completed a renovation for \$10 million of fan areas in 2013. The renovations included the addition of a boardwalk around the outfield and a tiki bar. The fan friendly upgrades were dubbed as the "Best Ballpark Renovation (over \$1 million)" by *Ballpark Digest* in 2013.

The Marauders kick off the second half of the Florida State League season on Thursday, June 21 at 6:30 p.m.

# Baseball Fans Flock to Florida Spring Training

April 6, 2018 in MLB Spring Training News, Press Releases

It was a tale of two seasons during the 2018 Florida Spring Training season as 1,497,306 fans attended 237 games over the course of 33 days.

For the final 20 days of the 2018 season, March 8 through March 27, an average of 6,907 fans attended 137 games, a 25% increase, over the first 13 days.

The 2018 season opened with a full schedule of eight games on Friday, February 23, the earliest season opener on record. Through Wednesday, March 7, an average of 5,510 fans attended the first 100 games.

Highlights from the 2018 season included:

- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
- The 2017 World Series Championship resulted in a 21% increase in attendance for the Houston Astros at the Ballpark of the Palm Beaches. A total of 67,931 fans attended the Astros 15 Florida Spring Training Games, up from 55,881 in 2017. It was the Astros highest Spring Training attendance on record.
- Seven teams topped the 100,000 total attendance mark. The Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees and Philadelphia Phillies reached six figures.
- The most attended game of the 2017 season was the Atlanta Braves and Philadelphia Phillies, with 10,906 fans in attendance, at Spectrum Field on St. Patrick's Day, Saturday, March 17.
- The Boston Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.
- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.

Since 2000, a total of 29,651,981 fans have attended Spring Training games in Florida.

The 2018 Florida Spring Training attendance figure accounts for all games between Major League teams, played in the State of Florida. Attendances are compiled daily by the Florida Sports Foundation, the State of Florida's lead sports promotion and development organization and a Division of Enterprise Florida, Inc, and verified by each team.

Follow the Florida Grapefruit League at [www.floridagrapefruitleague.com](http://www.floridagrapefruitleague.com).

2018 Team-by-Team Florida Spring Training Attendance

Atlanta Braves – ESPN Wide World of Sports Complex, Lake Buena Vista

18 Games: 112,981 total attendance; 6,277 average per game

Largest Crowd: 10,330 vs. New York Yankees, Saturday, March 24

Baltimore Orioles – Ed Smith Stadium, Sarasota

Baltimore Orioles – Ed Smith Stadium, Sarasota

15 Games (One Rainout): 103,294 total attendance; 6,886 average per game

Largest Crowd: 8,782, vs. New York Yankees, Wednesday, March 14

Boston Red Sox – JetBlue Park, Fort Myers

17 Games: 165,688 total attendance; 9,746 average per game

Largest Crowd: 10,179 vs. Toronto Blue Jays, Thursday, March 15

Detroit Tigers – Publix Field at Joker Marchant Stadium, Lakeland

17 Games: 111,561 total attendance; 6,562 average per game

Largest Crowd: 10,077 vs. New York Yankees, Saturday, March 17

Houston Astros – FITTEAM Ballpark of the Palm Beaches, West Palm Beach

15 Games: 67,931 total attendance; 4,539 average per game

Largest Crowd: 6,663 vs. St. Louis Cardinals, Wednesday, March 14

Miami Marlins – Roger Dean Chevrolet Stadium, Jupiter

15 Games: 56,687 total attendance; 3,779 average per game

Largest Crowd: 7,648 vs. New York Yankees, Sunday, March 11

Minnesota Twins – Hammond Stadium at CENTURYLINK Sports Complex, Fort Myers

15 Games (One Rainout): 110,770 total attendance; 7,385 average per game

Largest Crowd: 9,284 vs. New York Yankees, Thursday, March 22

New York Mets – First Data Field, Port St. Lucie

17 Games: 93,647 total attendance; 5,509 average per game

Largest Crowd: 7,419 vs. New York Yankees, Wednesday, March 7

New York Yankees – George M. Steinbrenner Field, Tampa

16 Games: 158,104 total attendance; 9,882 average per game

Largest Crowd: 10,330 vs. Tampa Bay Rays, Sunday, March 4

Philadelphia Phillies – Spectrum Field, Clearwater

17 Games: 124,826 total attendance; 7,343 average per game

Largest Crowd: 10,906 vs. Atlanta Braves, Saturday, March 17

Pittsburgh Pirates – LECOM Park, Bradenton

16 Games: 96,363 total attendance; 6,023 average per game

Largest Crowd: 7,814 vs. New York Yankees, Saturday, February 24

St. Louis Cardinals – Roger Dean Chevrolet Stadium, Jupiter

14 Games: 82,791 total attendance; 5,914 average per game

Largest Crowd: 7,339 vs. New York Mets, Saturday, March 24

Tampa Bay Rays – Charlotte Sports Park, Port Charlotte

15 Games: 69,731 total attendance; 4,649 average per game

**Largest Crowd: 7,985 vs. New York Yankees, Sunday, March 25**

Toronto Blue Jays – Dunedin Stadium, Dunedin

15 Games: 68,929 total attendance; 4,595 average per game

Largest Crowd: 5,514 vs. Boston Red Sox, Monday, March 12

Washington Nationals – FITTEAM Ballpark of the Palm Beaches, West Palm Beach

15 Games: 74,003 total attendance; 4,934 average per game

Largest Crowd: 7,020 vs. St. Louis Cardinals, Sunday, March 25

Florida Spring Training Total Attendance

237 Games (two rained out): 1,497,306 total attendance; 6,318 average per game

Largest Crowd: 10,906, Atlanta Braves vs. Philadelphia Phillies, Spectrum Field, Clearwater, Saturday, March 17



## Economics

# Spring Training Ready to Descend Upon Florida and Arizona, But at What Cost?

7 Feb. 2018

By: [Michael Popke](#)

### Economic Benefits Can Be Outweighed by Cost of Facilities, Payments to Teams



Baltimore Orioles players at Spring Training in 2017. Image courtesy of YouTube

Many MLB teams open their spring training on February 14, which in some cases, means a sweetheart deal for communities in Arizona and Florida, currently gearing up for an influx of teams and fans that collectively give significant boosts to local economies.

Arizona's Cactus League, which includes 15 teams, many of which share stadiums, touts Spring Training's economic boon on its own website:

*The stats are in and they are good! According to a pair of studies released by the governor's office and members of the non-profit Cactus League Baseball Association, spring training baseball has become a driving force in Arizona's economy. The studies estimate that spring training generates \$544 million annually in economic impact for the state*

*of Arizona. Six out of every ten fans attending Cactus League games travel from out-of-town to visit and experience spring training baseball in Glendale, Goodyear, Mesa, Peoria, Phoenix, Scottsdale, Surprise and Tempe*

**The Grapefruit League, comprised of 15 teams that train in Florida and don't share stadiums, reports an even larger economic impact. More than \$750 million, according to a Florida Sports Foundation ad in the 2018 Florida Spring Training Guide.**

**Additionally, Airbnb reported last year that all 12 Grapefruit League cities saw "significant spikes" in Airbnb guest arrivals during the five weeks of spring training, compared to the previous five weeks. "Spring training represents a foundational component of the local economies for these 12 Florida cities," Tom Martinelli, public policy director for Airbnb Florida, said in April 2017. "By expanding lodging capacity for regions with limited hotel inventory, Airbnb hosts helped welcome more families and baseball fans to their cities while serving as ambassadors for their local communities."**

While the communities that host spring training teams are in the money, some of the facilities where those teams play continue to struggle. The \$152 million Camelback Ranch opened in Glendale, Ariz., in 2009 as the spring home of the Los Angeles Dodgers and Chicago White Sox, but — thanks to a fizzling local economy and interest rates — the city owed about \$331 million on the stadium as of last summer.

#### As KJZZ-FM reported:

*When it was originally conceived, Camelback Ranch was to be the centerpiece for one of Glendale's biggest revenue sources. But plans to develop the land around the Cactus League venue fizzled during the Great Recession. Camelback Ranch has so far been a money pit for Glendale.*

*"Everything came to fruition, except for the mixed-use project," Bailey said. "And that was to be the funding source for what was the facility."*

*Retail, hotels and a golf course were planned for around Camelback Ranch, which Glendale agreed to build in 2007. But the economy tanked in 2008. The venue opened in 2009, and developers failed to deliver sales tax generators needed to pay for the project.*

*Now the facility is only projected to bring in \$160,000 over the next year, and there's still no developer.*

A similar scenario could have played out in Viera, Fla., especially after the Florida Marlins, then the Montreal Expos and finally the Washington Nationals all moved out of the Brevard County-owned Space Coast Stadium. Instead, "a plan to lease the facility and the adjoining practice field to U.S. Specialty Sports Association (USSSA) may end up providing a more sustainable boost to the local economy than spring training did," according to a recent [BallparkDigest.com](#) report. "The sports-tourism firm is working to fill the ballpark and 15 adjoining fields with enough events to fill 75,000 nights of hotel room rentals annually."

#### According to FloridaToday.com:

*Starting this month, USSSA will be holding events almost every weekend or full week during 2018 at what's now known as the USSSA Space Coast Complex. The complex includes 15 baseball and softball fields of various sizes, with artificial turf and lights to accommodate night games.*

*"It's going to grow our sports tourism tremendously," said Tom Bartosek, the Office of Tourism's tourism operations coordinator and the office's point person on sports events. "It's going to have a very big impact, and it's like nothing we've seen. The hotels are going to see it. The restaurants are going to see it. The stores are going to see it. It's going to be a big economic impact. It's going to be great."*

*"That's not the only former spring training facility generating economic activity in Florida," BallparkDigest.com concluded. "Tournaments at Chain of Lakes Park (former Cleveland Indians and Boston Red Sox spring home) and Cocoa Expo Sports Complex (former Houston Astros and Florida Marlins spring home) are expected to generate some 5,000 nights of hotel reservations. ... Add in the former Dodgertown complex in Vero Beach, and you have plenty of old spring-complexes shown new life with sports tourism."*



## Corey Fortin

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**From:** Sharon Beauchamp  
**Sent:** Friday, August 10, 2018 6:19 PM  
**To:** Corey Fortin  
**Subject:** FW: [EXTERNAL] 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

Info for our OTTED report file

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**From:** Carl Callahan  
**Sent:** Tuesday, July 31, 2018 8:27 AM  
**To:** Sharon Beauchamp <Sharon.Beauchamp@cityofbradenton.com>  
**Subject:** FW: [EXTERNAL] 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

FYI

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**From:** Jason Hendrix <jhendrix@flsports.com>  
**Sent:** Monday, July 30, 2018 3:18 PM  
**To:** Carl Callahan <Carl.Callahan@cityofbradenton.com>  
**Subject:** [EXTERNAL] 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

### **FOR IMMEDIATE RELEASE JULY 30, 2018**

**2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida**  
*Contact: Jason Hendrix, Director of Communications*  
850-488-1422 or [jhendrix@flsports.com](mailto:jhendrix@flsports.com)

**TALLAHASSEE, Fla.** – The Florida Sports Foundation today announced that the 2018 Florida Grapefruit League generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League’s overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

Governor Rick Scott said, “Each year, fans from around the world come to Florida to enjoy spring training. With incredible experiences, like spring training, happening in Florida, our tourism industry continues to break records. I encourage everyone who came to Florida for spring training this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State, should make this unique experience a priority for next year.”

Angela A. Suggs, President and CEO of the Florida Sports Foundation said, “The Sunshine State offers exceptional opportunities for residents and visitors to enjoy the national pastime of Spring Training. We are pleased with the continued success of the Florida Grapefruit League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play.”

The study showed a 61 percent increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League's economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams' games between February 23 and March 27.

A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams' local markets (52 percent out of state; 18 percent out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain's findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State's annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale. Eighty-six percent of fans are making plans to return for the 2019 Florida Spring Training season.

Florida Spring Training dates back to the late 1800s. Under the leadership of former St. Petersburg Mayor Al Lang, four teams were recruited to play in the greater St. Petersburg area for pre-season workouts and eventually grew to nine of the MLB's then 12 teams in 1925. The number of participating teams in the Grapefruit League has since grown to 15 of MLB's 30 teams. Since that time, over 50 Florida communities have hosted MLB Spring Training and eight teams have held their spring training in Florida communities for over 70 years. Since 2000, nearly 30 million fans have attended MLB Spring Training games in Florida.

**Highlights from Florida's MLB Spring training in 2018 included:**

- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.
- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
- Houston's 2017 World Series Championship resulted in a 21 percent increase in attendance for the Astros at the Ballpark of the Palm Beaches. A total of 67,931 fans attended the Astros' Spring Training Games, up from 55,881 in 2017.
- Seven teams, including the Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees and Philadelphia Phillies, topped the 100,000 total attendance mark.
- The Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.



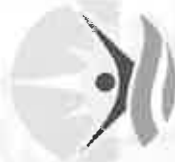
# 2018 Major League Baseball Florida Spring Training Economic Impact Study



Joseph St. Germain, Ph.D.  
Phillip Downs, Ph.D.  
Rachael Anglin



# Introduction



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R E S E A R C H

# Goals

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- Determine overall economic impact, jobs supported, and associated wages for the state of Florida for all non-local attendees\* of MLB Florida Spring Training
- Determine overall economic impact, jobs supported, and associated wages of MLB Florida Spring Training team operating, facilities, and concessions expenditures

\* Live outside the county in which a game is played

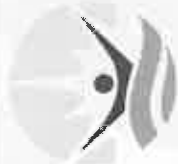


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# Executive Summary



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# Overall Economic Impact Profile

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## 2018 MLB Spring Training in Florida



in Economic Impact

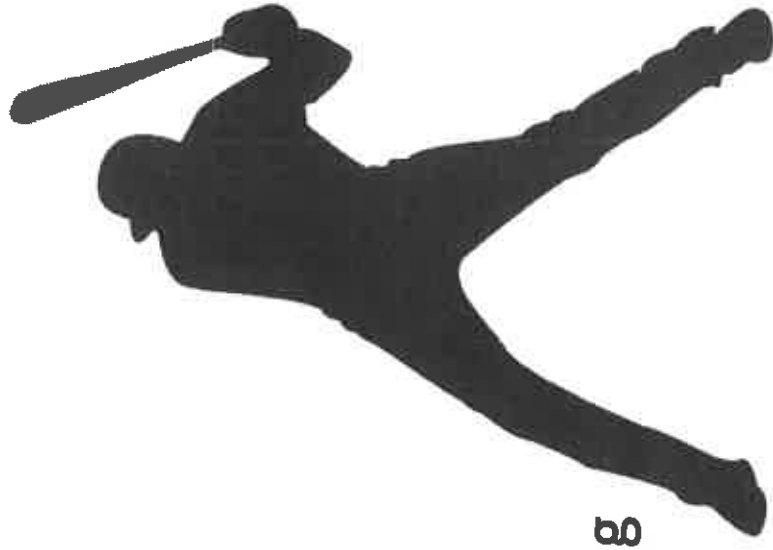
71

Jobs



in Direct Spending

\$700



# MLB Florida Spring Training

## Economic Impact: 2009 vs. 2018

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	2009 <sup>1</sup>	2018	Percent Change
Economic Impact <sup>2</sup>	\$426,573,346	\$687,067,100	+61.1%
Jobs Supported	5,235	7,152	+36.6%
Wages	\$162,087,507	\$253,799,400	+56.6%

<sup>1</sup> The 2009 report did not account for fans attending multiple games which overestimated the economic impact, jobs supported, and wages. Therefore, to make a valid comparison, the economic impact equation used for 2018 was applied to the 2009 data.

<sup>2</sup> The 2018 economic impact multiplier for fan spending was applied to the 2009 figures.



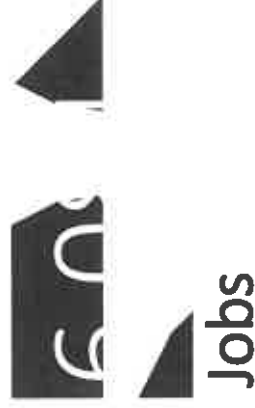
# Economic Impact Profile – All Fan Spending

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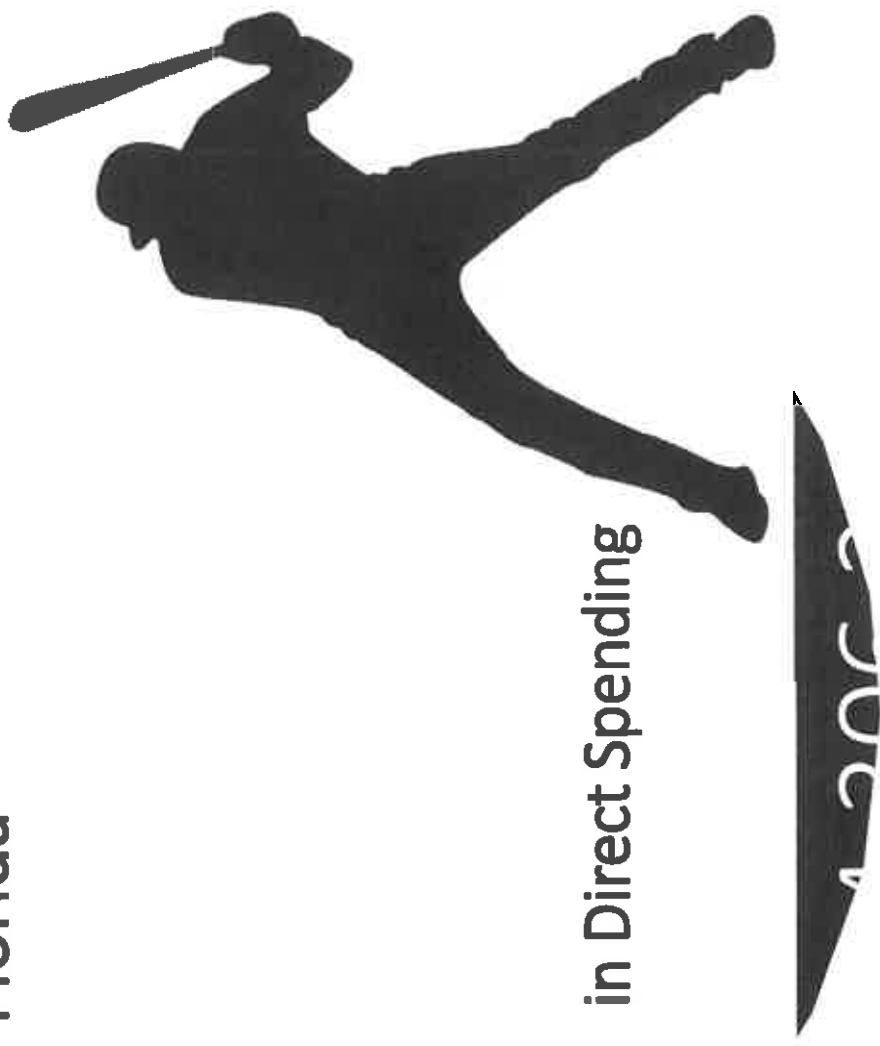
## 2018 MLB Spring Training in Florida



in Economic Impact



Jobs



in Direct Spending

# Economic Impact Profile – Out of State Fan Spending

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## 2018 MLB Spring Training in Florida



in Economic Impact



Jobs



in Direct Spending

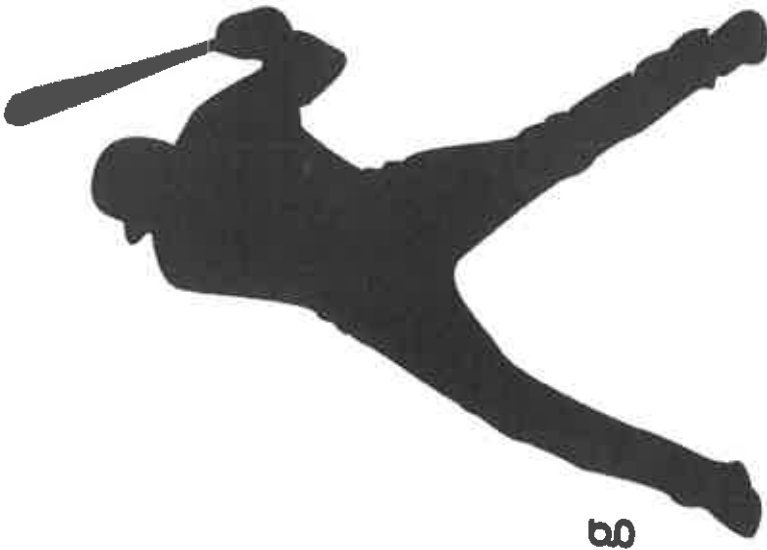
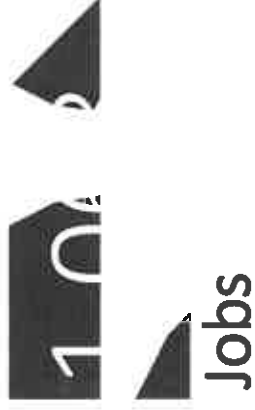
# Economic Impact Profile – Team Spending

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## 2018 MLB Spring Training in Florida



in Economic Impact



in Direct Spending



# 2018 MLB Spring Training in Florida: Metrics

Total Attendance:

**1,497,306**

Number of Games:

**237**

Average Attendance per Game:

**6,318**

Unique Out-of-State Fans:

**300,822**

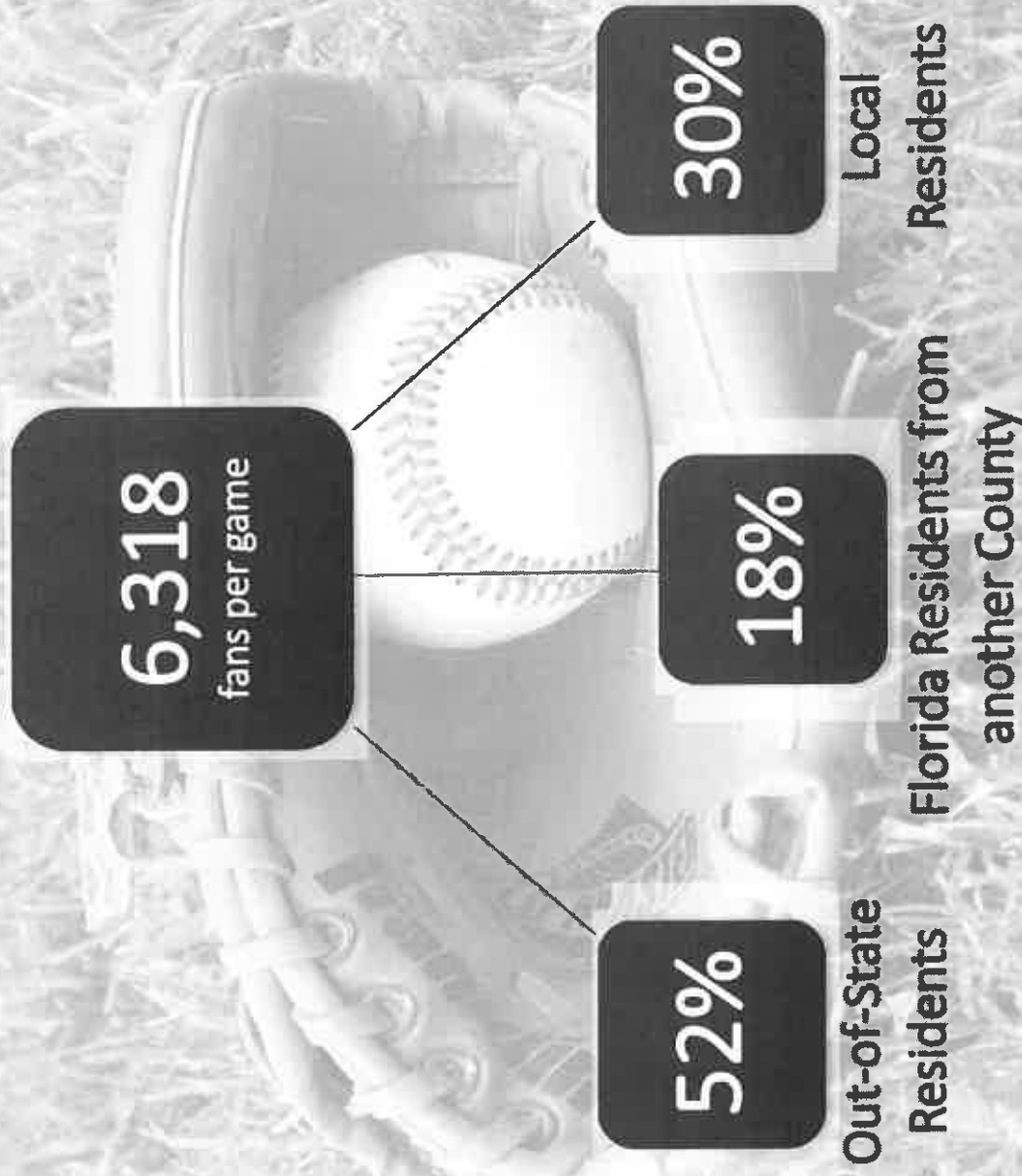
Unique Florida Resident  
Out-of-County Fans:

**135,268**



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# Fans attending a typical MLB Spring Training game:



# Attendee Profile (Non-Local)

- » Attended 2.9 Spring Training games
- » 25% traveled with children
- » Main Reason for visiting:
  - Spring Training (61%)
  - Vacation (18%)
- » Top 2 activities outside Spring Training:
  - Dining out (60%)
  - Going to the beach (44%)
- » 52 years old
- » Annual household income: \$93,500
- » Top origin regions
  - Northeast 30% - Florida 28%
  - Midwest 20%



# Attendee Profile (continued)

- » Stayed in a hotel (34%)
- » Traveled with one other person (45%)
- » Drove to the destination (51%)
- » Gave MLB Spring Training in Florida a 9.3 rating (on a 10-point scale)
- » 86% plan on returning next year
- » Saw, read, or heard advertising or promotions about MLB Spring Training (51%)

# 355,590

## Paid Accommodation Room Nights Attributed to Visitors of MLB Florida Spring Training



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# Detailed Findings



# Economic Impact – Fan Spending



# Direct Spending by Attendees

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Direct spending by category by attendees<sup>1</sup> who attended  
2018 MLB Florida Spring Training games:

Accommodations	\$	113,670,500
Restaurants	\$	60,765,500
Groceries	\$	18,081,800
Shopping	\$	27,554,300
Entertainment	\$	40,732,000
Transportation	\$	24,432,400
Other	\$	11,199,500
<b>Total</b>	<b>\$</b>	<b>296,436,000</b>

<sup>1</sup>Direct spending figures include spending by out of state attendees and Florida attendees who live outside the county of the Spring Training game they attended.



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# MLB Florida Spring Training Attendee Types

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One of the goals established by the Florida Sports Foundation for this study was to examine the economic impact of the following 4 types of fans:

1. Out of State Attendees: Primary trip purpose Spring Training
2. Out of State Attendees: Primary trip purpose other
3. Florida Resident, Non-County Attendees: Primary trip purpose Spring Training
4. Florida Resident, Non-County Attendees: Primary trip purpose other

Slides 17 through 29 show results for these 4 types of attendees.



# Attendee Profile:

Out of State Attendees: Primary trip purpose Spring Training

- » Attended 3.3 Spring Training games
- » 23% traveled with children
- » Top 2 activities outside Spring Training:
  - Dining out (63%)
  - Going to the beach (47%)
- » 51 years old
- » Annual household income: \$98,900
- » Top origin regions
  - Northeast 46%
  - Midwest 25%



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# Economic Impact Profile

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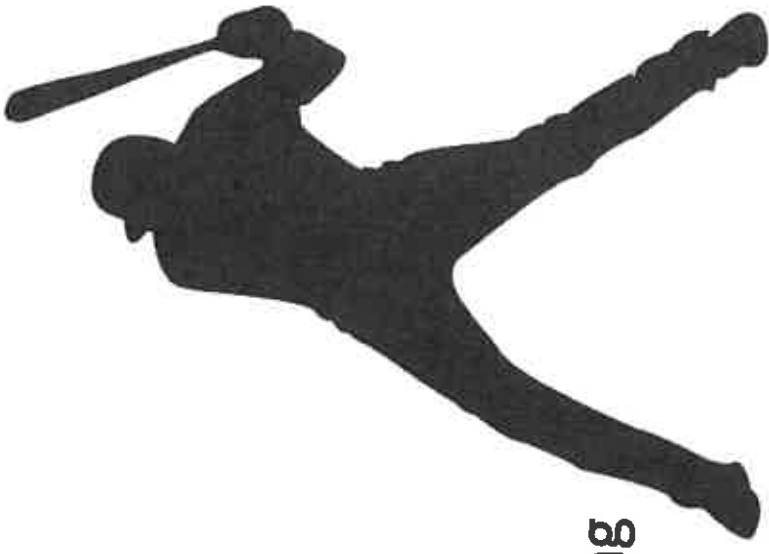
Out of State Attendees who visited for  
Spring Training, generated:



in Economic Impact

2.0B

Jobs



in Direct Spending

7.6B

# Attendee Profile:

Out of State Attendees:  
Primary trip purpose other

- » Attended 2.0 Spring Training games
- » 28% traveled with children
- » Main reason for visiting: Vacation (50%)
- » Top 2 activities outside Spring Training
  - Dining out (69%)
  - Going to the beach (61%)
- » 52 years old
- » Annual household income: \$98,600
- » Top origin regions
  - Northeast 36%
  - Midwest 32%



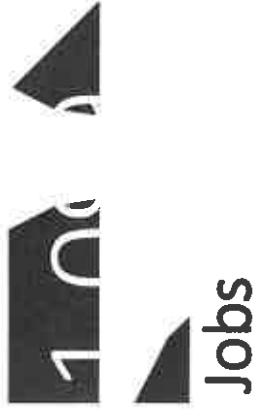
# Economic Impact Profile

---

Out of State Attendees who visited for another purpose, generated:



in Economic Impact



in Direct Spending





# Attendee Profile:

Florida Resident, Non-County  
Attendees: Primary trip purpose Spring Training

- » Attended 2.2 Spring Training games
- » 22% traveled with children
- » Top 2 activities outside Spring Training
  - Dining out (46%)
  - Visiting friends & family (23%)
- » 49 years old
- » Annual household income: \$78,000
- » Top origin markets
  - Tampa-Clearwater-St. Petersburg (24%)
  - Miami-Ft. Lauderdale (14%)
  - Orlando (14%)

# Economic Impact Profile

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Florida Resident Attendees who visited  
for Spring Training, generated:

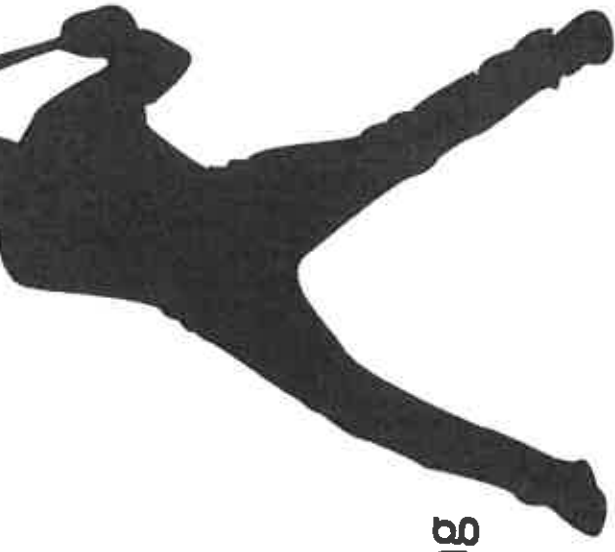


in Economic Impact

767



Jobs



in Direct Spending

70000

# Attendee Profile: Florida Resident, Non-County

Attendees: Primary trip purpose other

- » Attended 1.6 Spring Training games
- » 27% traveled with children
- » Main reason for visiting: Visit friends & family (32%)
- » Top 2 activities outside Spring Training
  - Visiting friends & family (72%)
  - Dining out (39%)
- » 56 years old
- » Annual household income: \$68,900
- » Top origin markets
  - Miami-Ft. Lauderdale (14%)
  - Orlando (14%)
  - Tampa-Clearwater-St. Petersburg (12%)

# Economic Impact Profile

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Florida Resident Attendees who visited  
for another purpose, generated:



in Economic Impact

211

Jobs



in Direct Spending



# Economic Impact by Attendee Type

Attendee Type	Economic Impact
All Attendees	\$ 583,978,800
Out of State Attendees: Primary trip purpose spring training	\$ 375,057,500
Out of State Attendees: Primary trip purpose other	\$ 105,497,100
FL, Non-County Attendees: Primary trip purpose spring training	\$ 73,579,800
FL, Non-County Attendees: Primary trip purpose other	\$ 29,844,400

# Jobs Supported by Attendee Type

---

Attendee Type	Jobs Supported
All Attendees	6,084
Out of State Attendees: Primary trip purpose spring training	3,907
Out of State Attendees: Primary trip purpose other	1,099
FL, Non-County Attendees: Primary trip purpose spring training	767
FL, Non-County Attendees: Primary trip purpose other	311

# Associated Wages by Attendee Type

Attendee Type	Associated Wages
All Attendees	\$ 214,306,300
Out of State Attendees: Primary trip purpose spring training	\$ 137,637,200
Out of State Attendees: Primary trip purpose other	\$ 38,714,900
FL, Non-County Attendees: Primary trip purpose spring training	\$ 27,002,000
FL, Non-County Attendees: Primary trip purpose other	\$ 10,952,200

# Average Travel Party Size by Attendee Type

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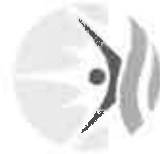
Attendee Type	Avg. Travel Party Size
All Attendees	2.8
Out of State Attendees: Primary trip purpose spring training	3.1
Out of State Attendees: Primary trip purpose other	3.1
FL, Non-County Attendees: Primary trip purpose spring training	2.9
FL, Non-County Attendees: Primary trip purpose other	2.1



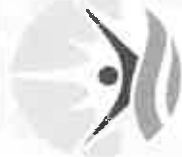
# Average Nights Stayed by Attendee Type

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Attendee Type	Average Nights Stayed
All Attendees	3.8
Out of State Attendees: Primary trip purpose spring training	8.5
Out of State Attendees: Primary trip purpose other	2.0
FL, Non-County Attendees: Primary trip purpose spring training	3.2
FL, Non-County Attendees: Primary trip purpose other	1.6



# Economic Impact – Team Spending



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32



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# Economic Impact Profile

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MLB Spring Training team operating expenses, generated:



in Economic Impact

710

Jobs



in Direct Spending



# Economic Impact Profile

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MLB Spring Training stadium operating expenses, generated:



in Economic Impact

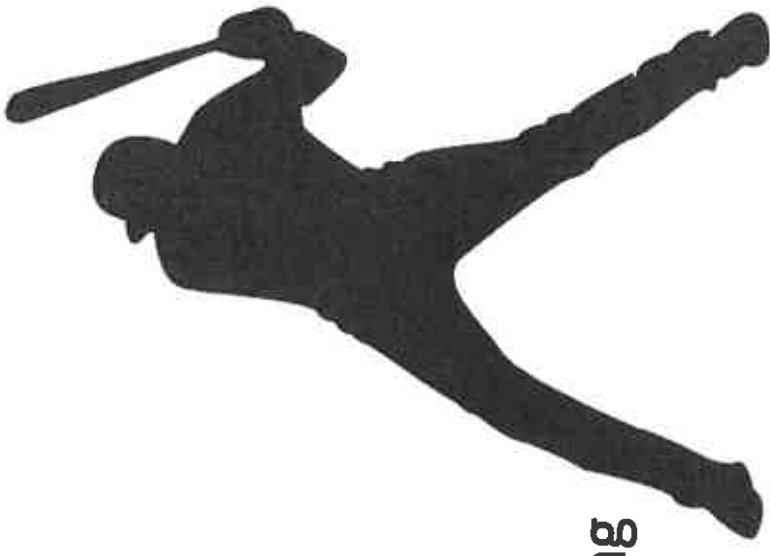
220

Jobs



in Direct Spending

42500



# Economic Impact Profile

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MLB Spring Training stadium concessions expenses, generated:



in Economic Impact

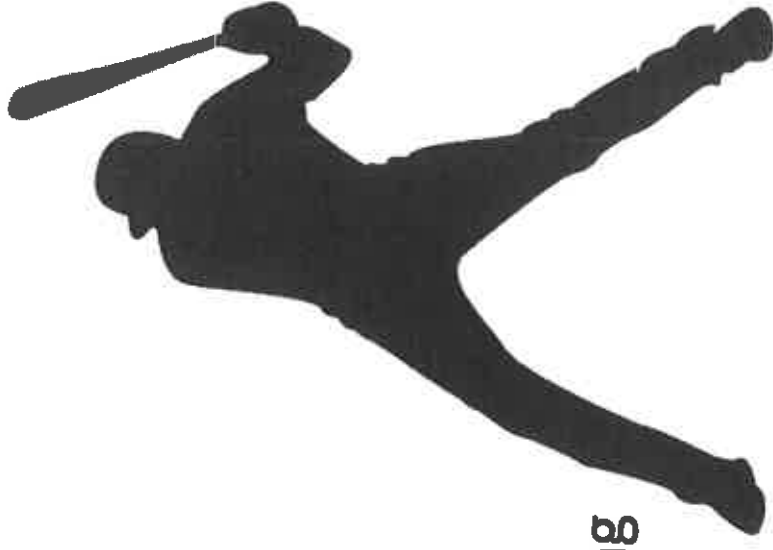
120



Jobs



in Direct Spending



# Economic Impact by Team Spending Type

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Expense Type	Economic Impact <sup>1</sup>
All Team Spending	\$ 103,088,300
Team Operating Expenses	\$ 67,485,700
Stadium Operating Expenses	\$ 25,884,200
Stadium Concessions Expenses	\$ 9,718,400

<sup>1</sup> Based on spending figures provided by Major League Baseball

# Jobs Supported by Team Spending Type

Expense Type	Jobs Supported <sup>1</sup>
All Team Spending	1,068
Team Operating Expenses	710
Stadium Operating Expenses	229
Stadium Concessions Expenses	129

<sup>1</sup> Based on spending figures provided by Major League Baseball

# Associated Wages by Team Spending Type

---

Expense Type	Associated Wages <sup>1</sup>
All Team Spending	\$ 39,493,100
Team Operating Expenses	\$ 23,482,700
Stadium Operating Expenses	\$ 11,359,600
Stadium Concessions Expenses	\$ 4,650,800

<sup>1</sup> Based on spending figures provided by Major League Baseball



# Additional Attendee Information

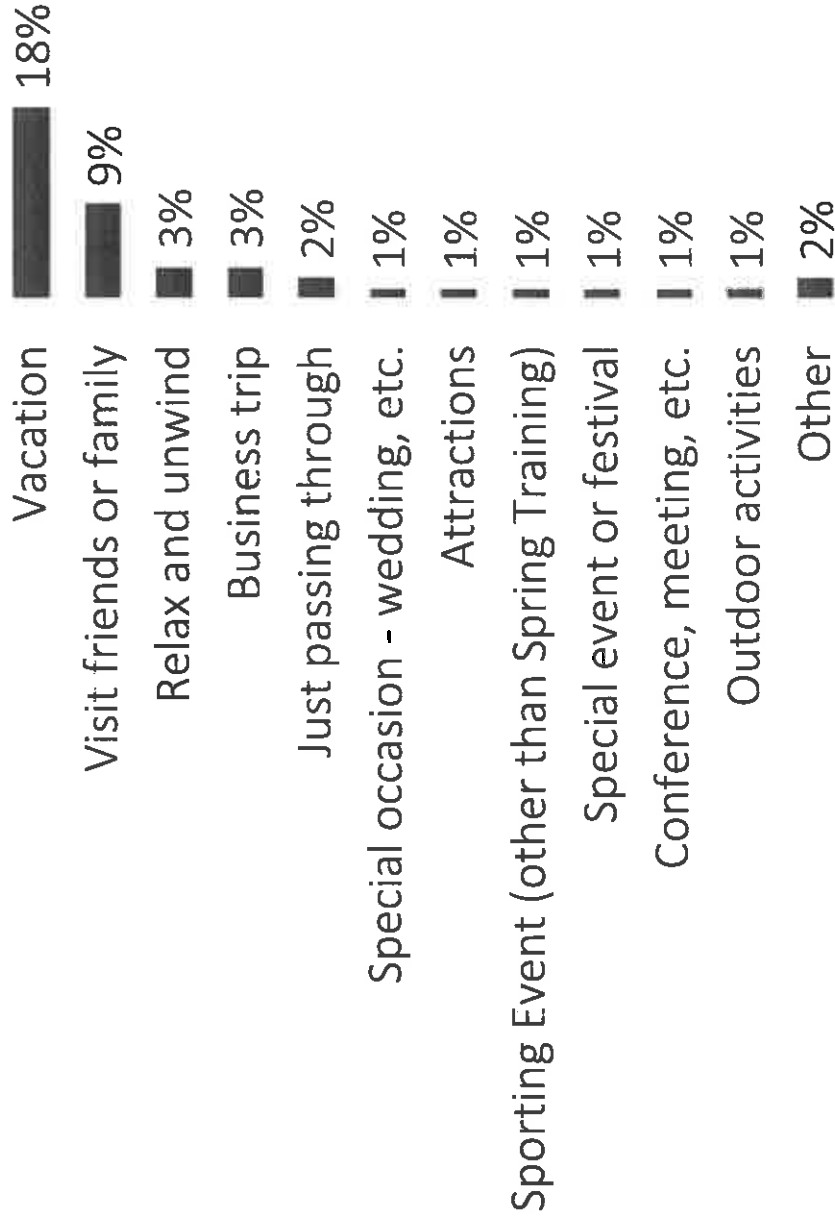


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R E S E A R C H

# Main Reason for Trip – Spring Training

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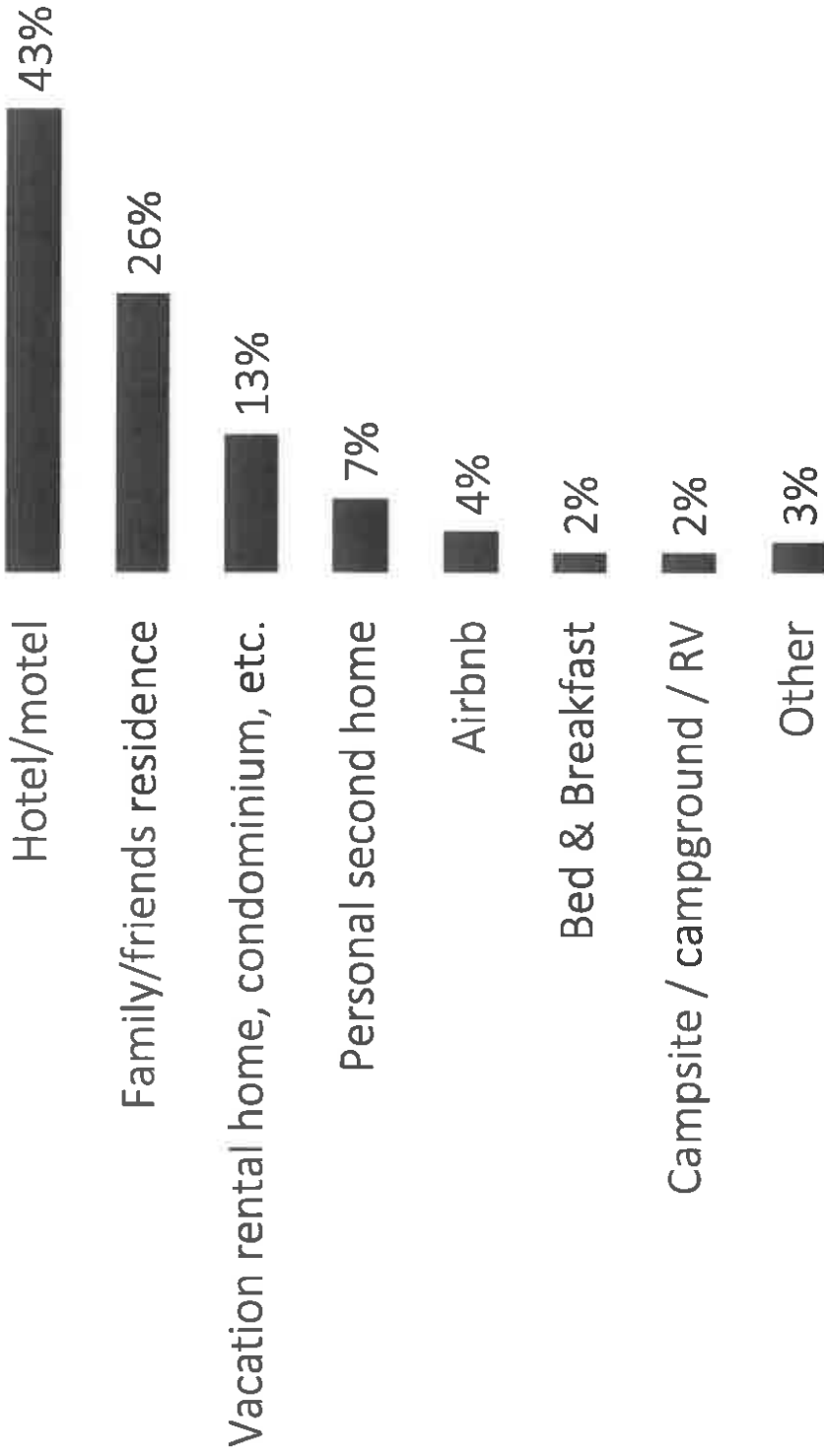
- **61%** of out-of-county attendee’s main reason for their trip was Spring Training
- **39%** of out-of-county attendee’s traveled for reasons other the Spring Training:



# Accommodations

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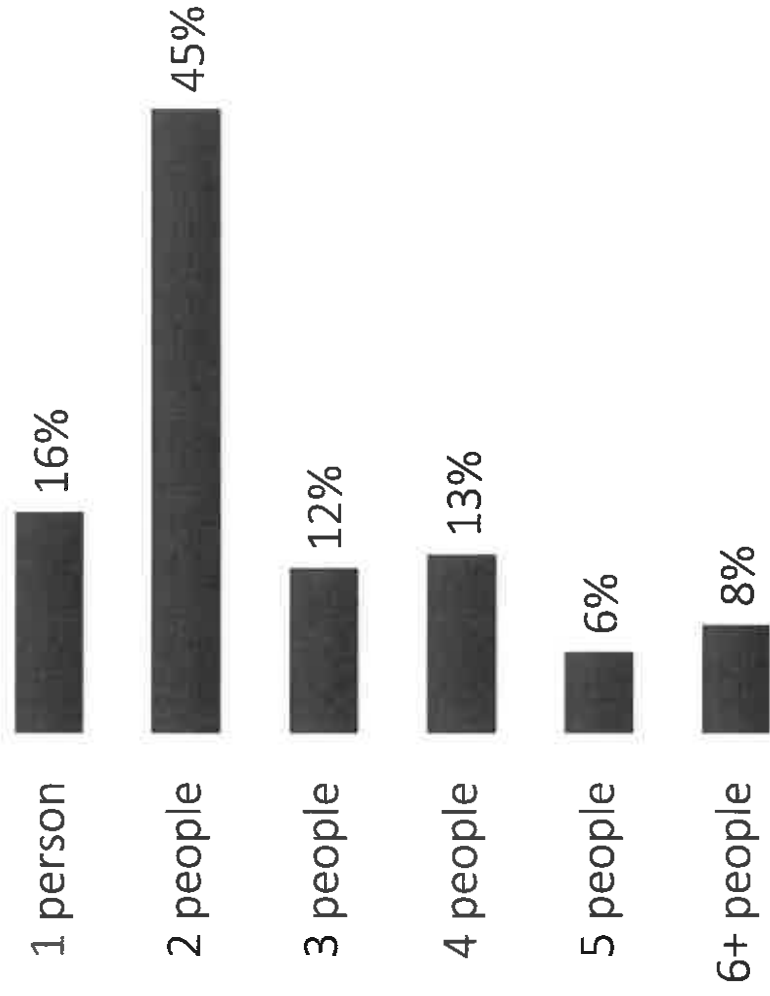
- **80%** of out-of-county attendees stayed overnight in the following accommodations:



# Travel Parties

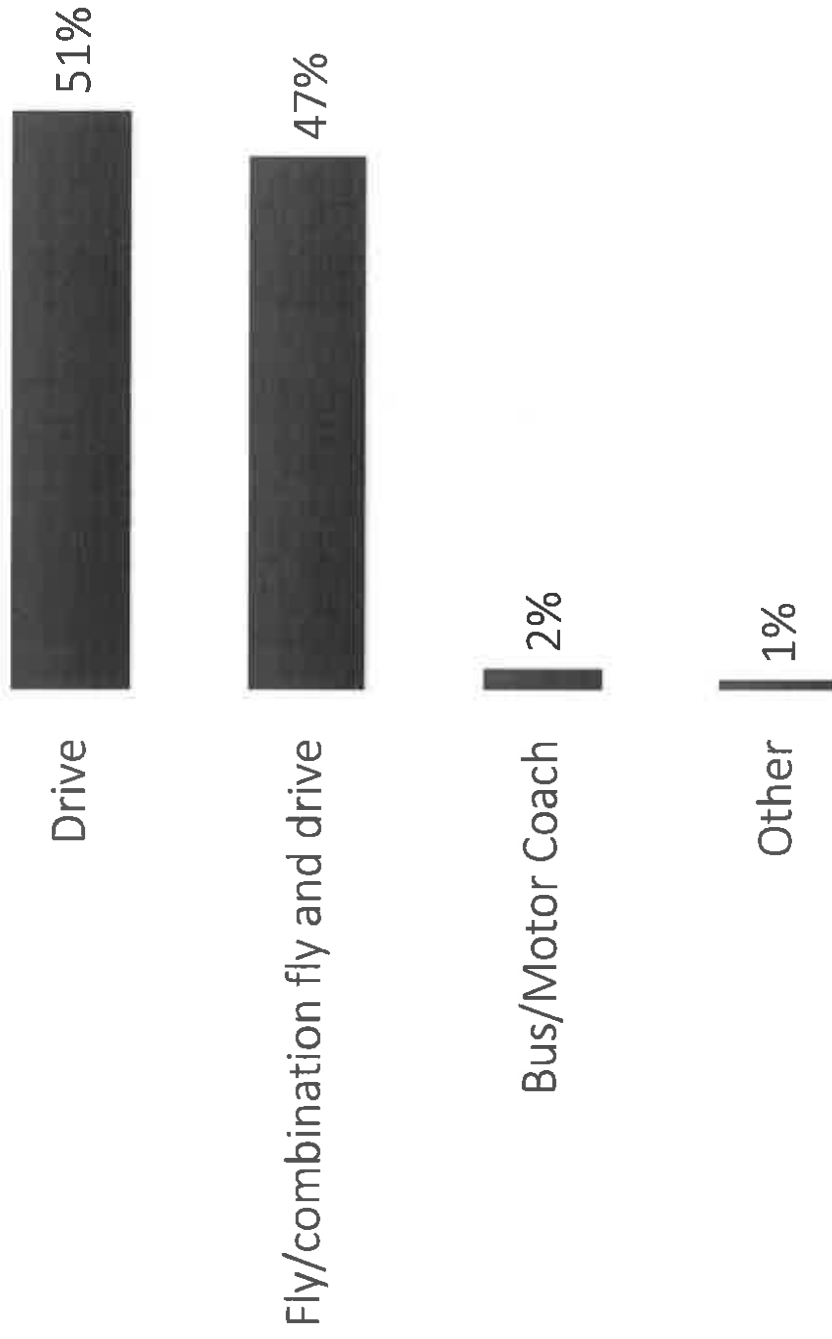
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- 25% of out-of-county attendees traveled with children.
- On average, out-of-county attendees traveled in a party composed of **3.0 people**.



# Transportation

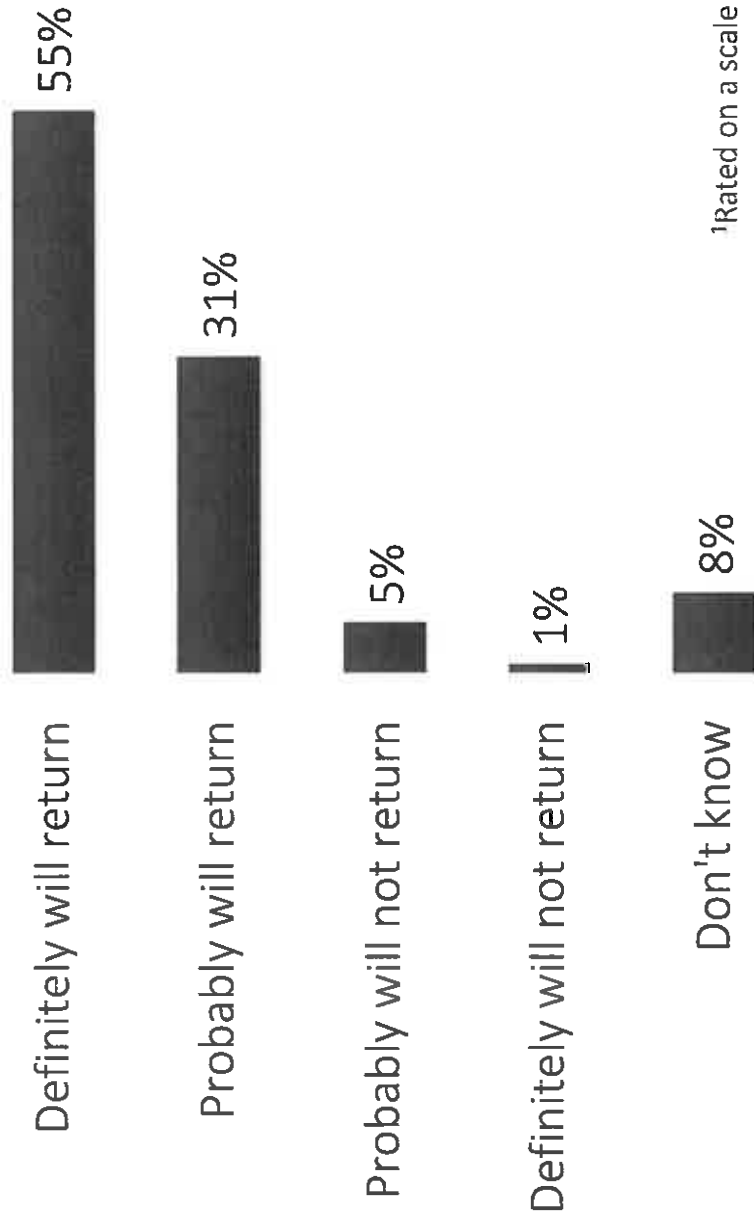
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# Satisfaction

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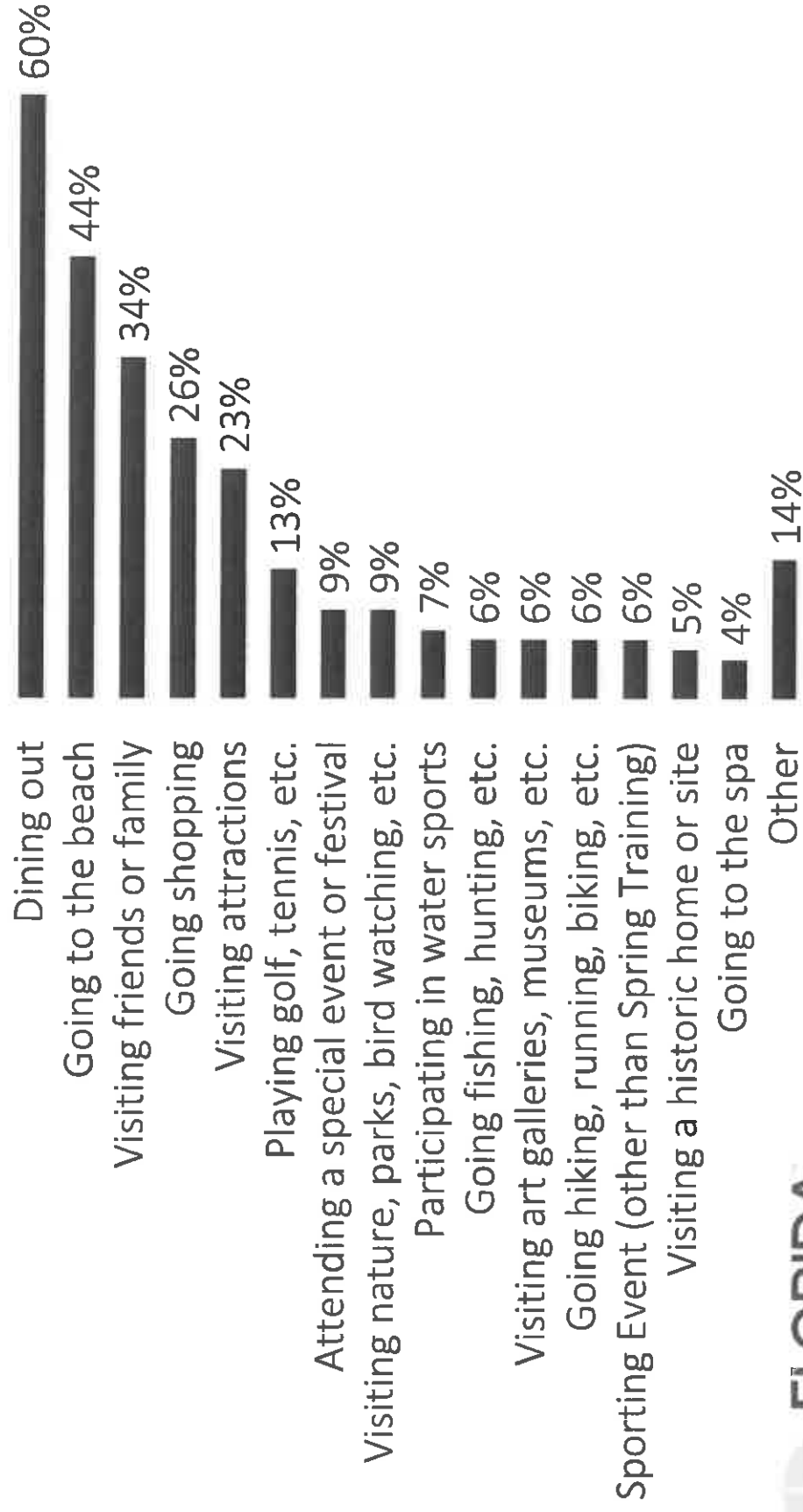
- Out-of-county attendees rated their experience at MLB Spring Training in Florida a **9.3 out of 10<sup>1</sup>**.
- **86%** of out-of-county attendees will return to MLB Spring Training in Florida next year:



<sup>1</sup>Rated on a scale of 1 to 10 where 10 means excellent and 1 means poor.

# Activities

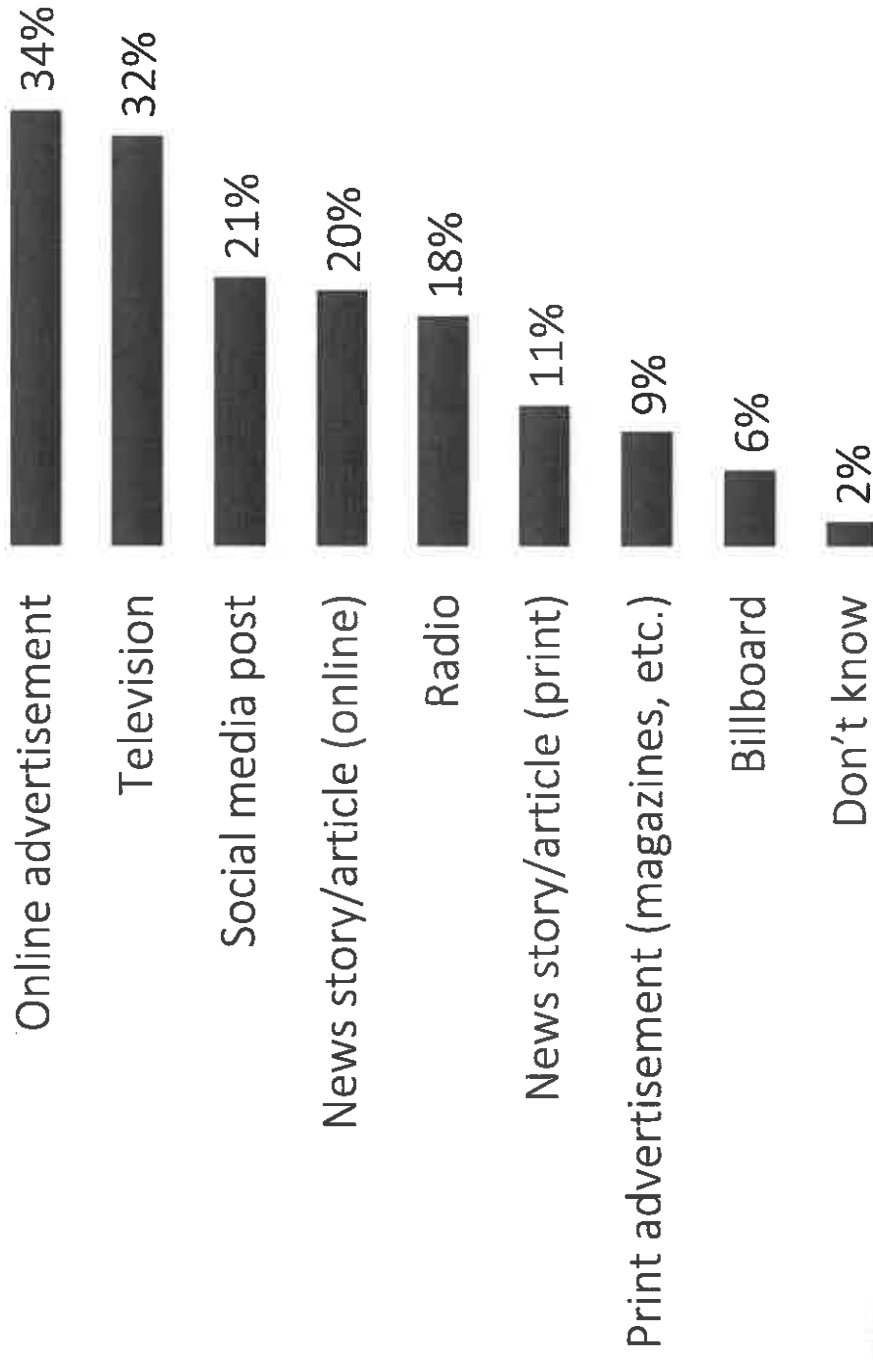
- Out-of-county attendees participated in the following activities in addition to MLB Florida Spring Training:



# Advertising Recall

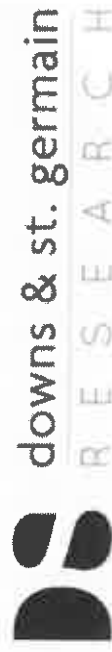
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- **51%** of out-of-county attendees saw, read, or heard advertising and promotions about MLB Florida Spring Training from the following sources:



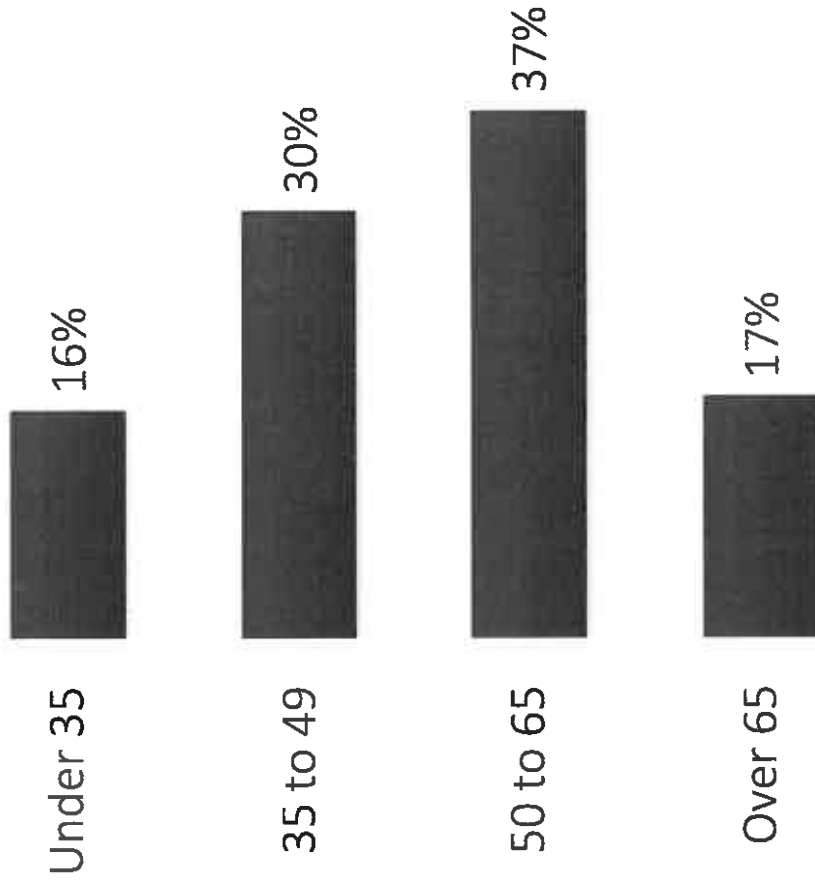


# Demographics



# Age

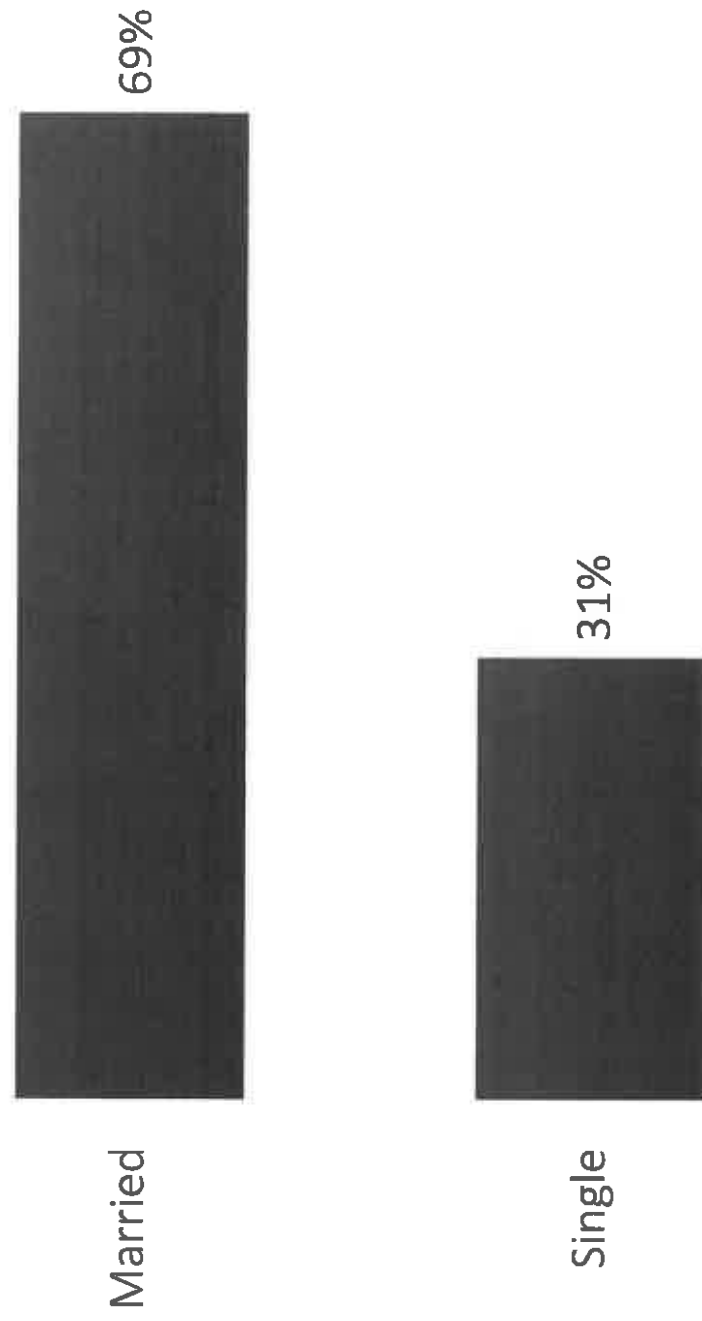
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Median age = 52 years old

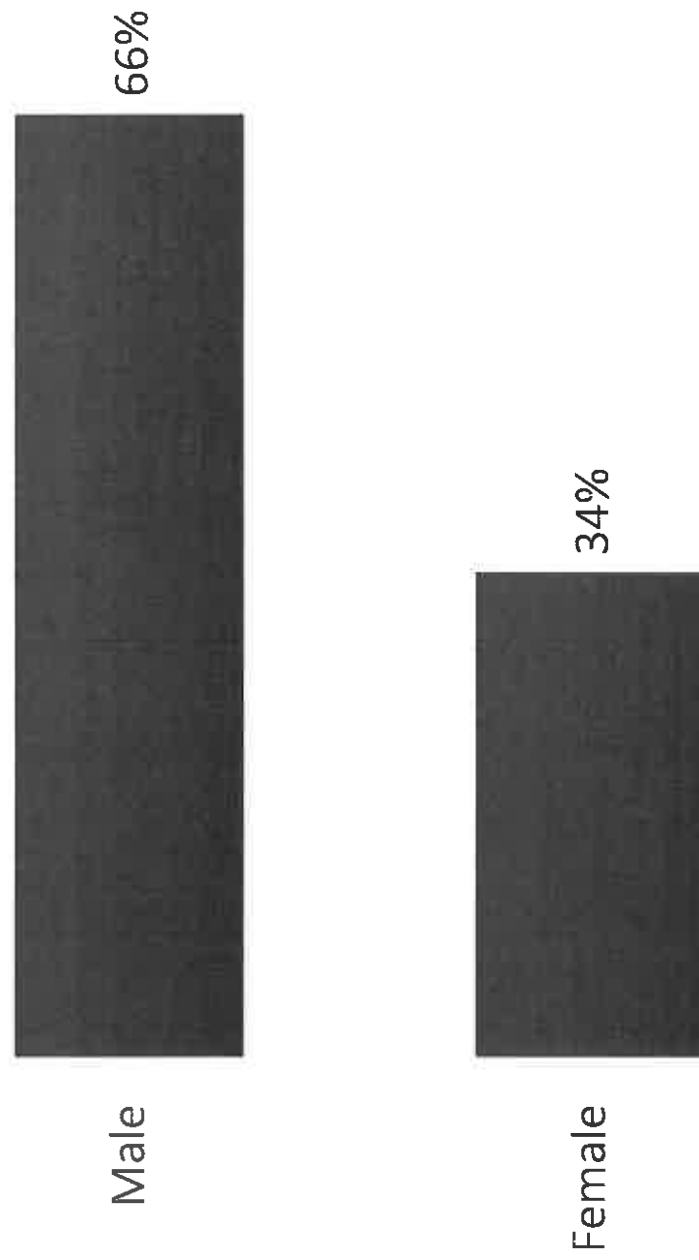
# Marital Status

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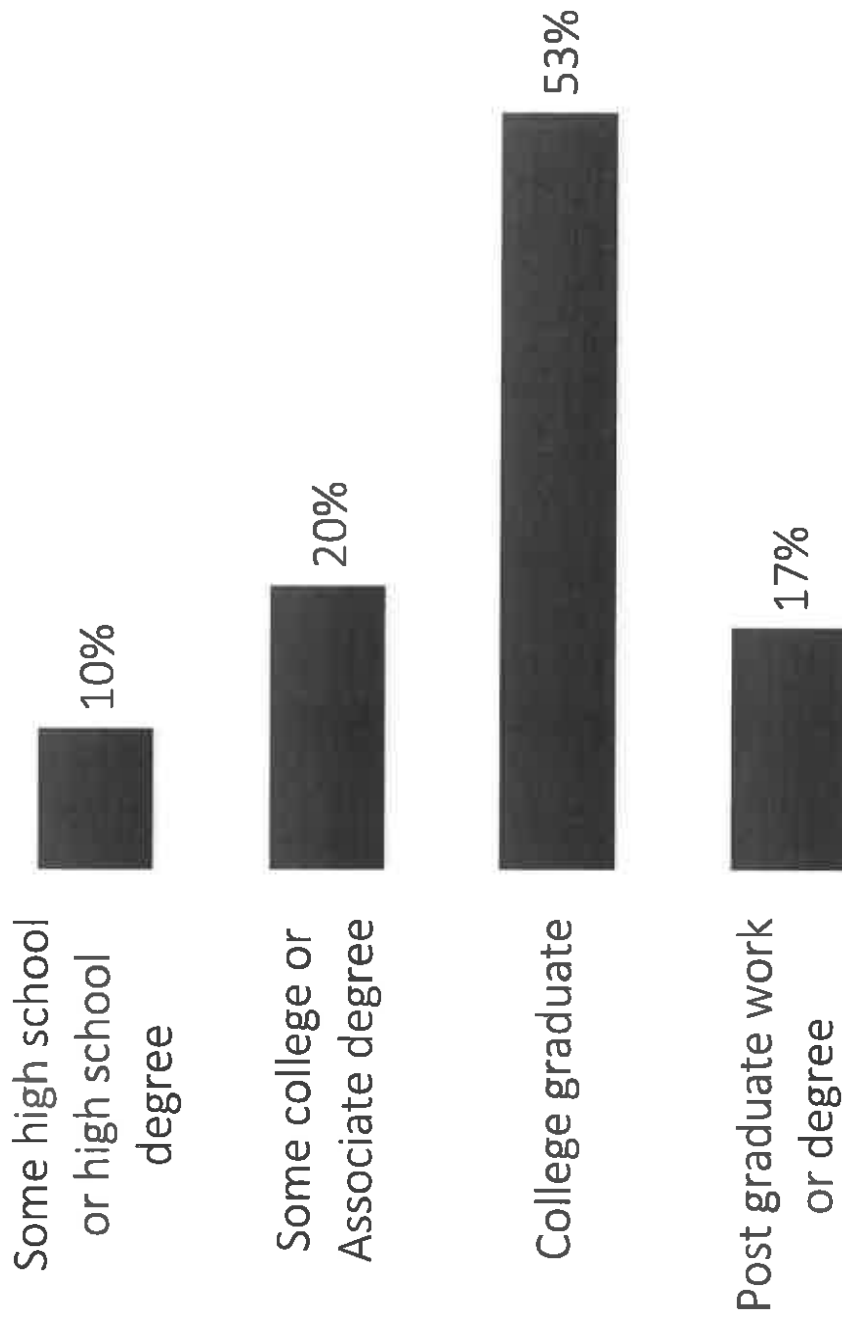
# Gender

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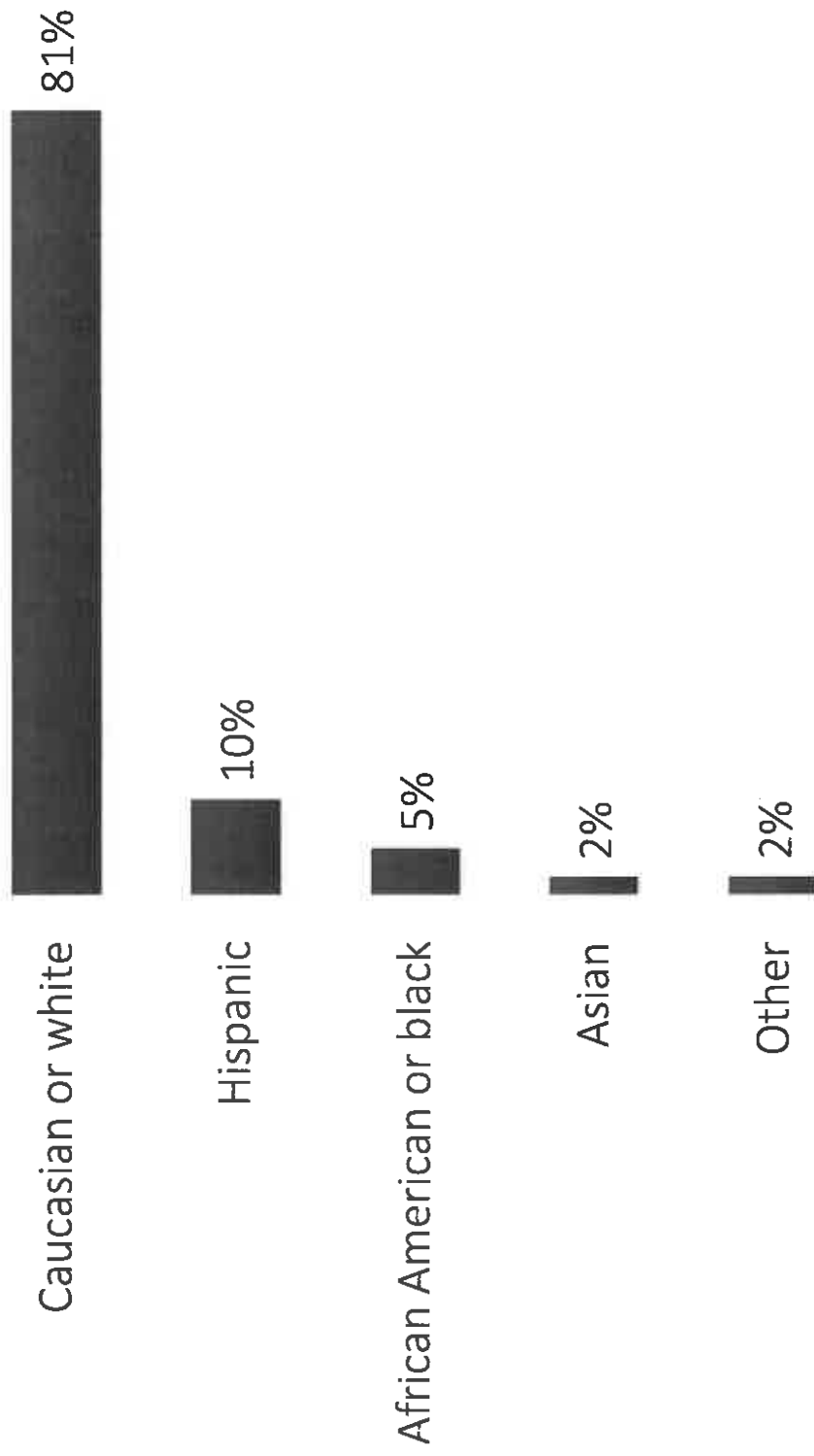
# Education

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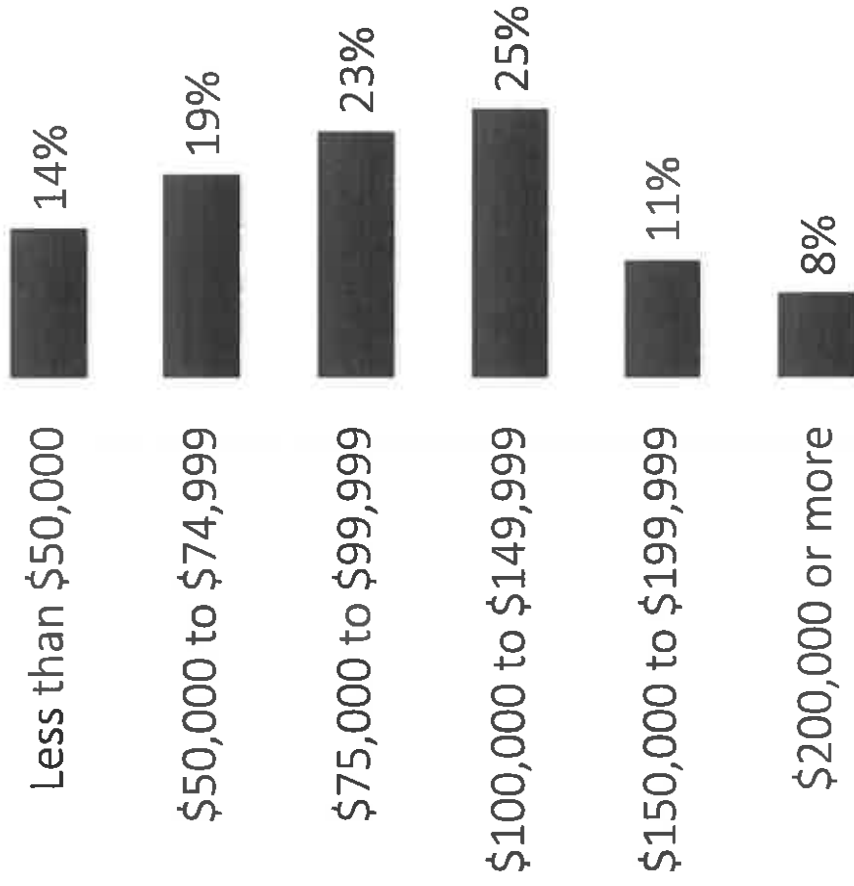
# Race/Ethnicity

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# Household Income

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Median HHI = \$93,500

# Methodology

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- The economic impact of MLB Florida Spring Training was based on data from the following sources:
  - Interviews conducted by Downs & St. Germain Research with 2,311 attendees of MLB Florida Spring Training,
  - Attendance and expenditure figures from MLB, and
  - Tourism database at Downs & St. Germain Research.



# Methodology

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- Total economic impact of 2018 MLB Spring Training on the state of Florida is a function of direct spending by visitors in Florida & induced + indirect effects of this spending.
  - Indirect effects are increased business spending resulting from Spring Training dollars.
  - Induced effects are increased household spending resulting from Spring Training dollars.
- Downs & St. Germain Research uses IMPLAN to calculate the economic multiplier.
  - IMPLAN models the way dollars are spent and re-spent in other sectors of the economy, generating waves of economic activity, called multiplier effects.
  - Over 1,500 organizations use IMPLAN, which has been used to model the economic impact of tourism since 1992. Agencies such as FEMA, EPA, Federal Reserve Bank, and Bureau of Land Management use IMPLAN.

# 2018 MLB Florida Spring Training Economic Impact Study

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Downs & St. Germain Research  
1-800-564-3182: [www.dsg-research.com](http://www.dsg-research.com)





## CITY OF BRADENTON RETAINED SPRING TRAINING FRANCHISE 2018 ANNUAL REPORT

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

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

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

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

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

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

Through the issuance of an \$18.6 million bond, the City of Bradenton provided more than 50% of the cost of renovating the Pirates' spring training facilities. Bradenton also contributes annually to a capital 'reserve' fund for continued improvements to the facilities. In addition to the improvements made in 2007, a \$10 million renovation to McKechnie Field (LECOM) was made in 2012, leading *Ballpark Digest* to honor McKechnie Field as the "Best Ballpark Renovation" of 2013, the Best Florida Spring-Training Park of 2017, and the Best High-A Minor League Stadium in Florida in 2018. In 2017 a \$999,507 contribution from the TDC resulted in the installation of a new scoreboard at LECOM Park. Additionally, a Grant from the Department of Economic Development resulted in the construction of an additional field at the Tournament Sports Park at Pirate City.

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

The Pirates' facilities host both Major League spring training AND the Bradenton Marauders, the Pirate's "A" club of the Florida State League. Annual attendance at LECOM Park for 2018:

Pirates – 96,363 over 16 games (6,023 per game)  
Marauders – 78,198 – 66 games

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

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

Respectfully submitted,

Sharon Beauchamp, City Clerk & Treasurer



**City of Clearwater  
(Philadelphia Phillies)**



**CLEARWATER**  
BRIGHT AND BEAUTIFUL • BAY TO BEACH

# Florida Department of Economic Opportunity Annual Spring Training Report 2018



**Phillies**

Submitted by the City of Clearwater



## Spectrum Field -Spring Training Facility Expenses to Date 7/31/2018

Fund 361-92829	10/31/01-10/30/16	\$15,390,966.97
Fund 315-92829	10/31/00-10/30/06	\$8,245,809.51
Fund 315-93205	10/31/03-6/30/17	\$4,530,750.40

State	\$7,000,000
Pinellas County	\$7,000,000
City of Clearwater	\$3,500,000
Phillies	\$3,000,000
Phillies Additional Max	\$2,000,000
<b><u>Total</u></b>	<b>\$22,5000,000.00</b>

### ELIGIBILITY REQUIREMENTS

1. A verified copy of signed agreement with the spring training franchise for the use of the facility for a term of at least 15 years.
  - A copy has been provided and is at least 15 years.
2. Financial commitment to provide 50% or more of the funds required by an agreement for the acquisition, construction or renovation of the spring training facility.
  - The total project cost just for construction was \$22,500,000. OTTED provided \$7,000,000.
3. Projected paid attendance, verified by OTTED, which demonstrate that the facility will attract a paid attendance of at least 50,000 annually.
  - Spring Training attendance was the following:  
2004 - 113,037  
2005 -104,693

2006 -105,382  
2007 -121,519  
2008 - 114,715  
2009 -133,620  
2010 - 136,523  
2011 - 143,226  
2012 - 157,892  
2013 - 142,806  
2014 - 121,915  
2015 - 132,633  
2016 - 112,781  
2017 - 128,236  
2018 – 124,824

Please note this doesn't include other paid attendance events held at the facility.

4. The facility is located in a county that is levying a tourist development tax.
  - Pinellas County levies a 6% tourist development tax.
5. A unit of local government, i.e., city, county, must be responsible for the acquisition, construction, management or operation of the new facility or holds title to the property on which the facility is located.
  - The City of Clearwater is responsible for the acquisition, construction, management or operation and holds title to the property.



## **Economic Impact of the Philadelphia Phillies Spring Training in Clearwater, Florida 2018**

Utilizing the data and methodology in the “2009 Major League Baseball Florida Spring Training Economic Impact Study Report”, June 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc., the following represents the estimated Economic Impact to Clearwater just resulting from Direct Spending associated with the Philadelphia Phillies Spring Training. Please note this does not include the impact to labor income and employment in Clearwater as a result of Spring Training.

The attendees, for this purpose, are separated into five category types:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the Philadelphia Phillies Spring Training.
- **Out-of-State–Other Purpose:** This indicates a visiting party from outside of Florida for that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for Phillies Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to Pinellas County for another purpose, but included Spring Training activities.
- **Local:** These include all Pinellas County residents.

Total attendance for the Philadelphia Phillies Spring Training was **124,824**.

The results are as follows:

Approximately 23.12% are Out-of-State Primary Purpose	28,859
Number of Out-of State Parties (Average party size= 3 people)	9,620
Cumulative number of nights stayed (Average stay is 7.53 nights)	72,437
Average expense for out-of-area expenses (\$371.28 per party) per day	\$ 26,894,358
Approximately 24.94% are Out-of-State Other Purpose	31,131
Number of Out-of State Parties (Average party size= 3.08 people)	10,108
Cumulative number of nights stayed (Average stay is 9.66 nights)	97,638
Average expense for out-of-area expenses (\$395.43 per party) per day	\$ 38,609,175
Approximately 24.22% are Non-County Primary Purpose	30,232
Number of Non-County Parties (Average party size= 2.81 people)	10,759
Cumulative number of nights stayed (Average stay is .39 nights)	4,196
Average expense for out-of-area expenses (\$171.73 per party) per day	\$ 720,561.90

Approximately 3.55% are Non-County Other Purpose	4,431
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Number of Non-County Parties (Average party size= 2.68 people)	1,653.45
Cumulative number of nights stayed (Average stay is 3.36 nights)	5,555
Average expense for out-of-area expenses (\$314.00 per party) per day	\$ 1,744,458
Approximate Number of Local Attendees	30,000
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50)	\$ 1,500,000
<b>Estimated Total Direct Expenses by Attendees</b>	<b>\$ 69,468,552</b>

Using the total direct expenses above, the indirect and induced effect was estimated using the multiplier provided in the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	<b>Direct Spending</b>	<b>Indirect</b>	<b>Induced</b>	<b>Total Economic Impact</b>	<b>Multiplier</b>
<b>Out-of-State Primary Purpose</b>	\$26,894,358	\$9,144,081.7	\$9,601,285.81	\$45,720,408.6	1.70
<b>Out-of-State Other Purpose</b>	\$38,609,175	\$13,127,119.4	\$13,783,475.37	\$65,635,597	1.70
<b>Non-County Primary Purpose</b>	\$720,561.90	\$249,314.42	\$261,780.14	\$1,246,572.09	1.73
<b>Non-County Other Purpose</b>	\$1,744,458	\$589,626.8	\$619,108.14	\$2,948,134.02	1.69
<b>Local Attendees</b>	\$1,500,000	\$507,000	\$532,350	\$2,535,000	1.69
	\$69,468,522.9	\$23,617,142.22	\$24,797,999.33	\$118,085,711.11	

The total economic impact as a result of Direct Spending during the 2017 Philadelphia Phillies spring training is estimated to be **\$118,085,711**

**SPORTS FACILITY  
USE AGREEMENT**

by and among

**THE CITY OF CLEARWATER, FLORIDA**

and

**THE PHILLIES**

**TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
1. <u>Recitals</u> .....	1
1.1 <u>Club</u> .....	1
1.2 <u>Economic and Industrial Development</u> .....	1
1.3 <u>Intergovernmental Agreement</u> .....	1
1.4 <u>Spring Training Season</u> .....	2
1.5 <u>Public Interest</u> .....	2
2. <u>Definitions</u> .....	2
2.1 <u>"Affiliate" or "Affiliated"</u> .....	2
2.2 <u>"Civic Event"</u> .....	2
2.3 <u>"Claim"</u> .....	2
2.4 <u>"Club"</u> .....	2
2.5 <u>"Commercial Space"</u> .....	2
2.6 <u>"Consulting Engineer"</u> .....	3
2.7 <u>"CPI Index"</u> .....	3
2.8 <u>"CPI Adjustment"</u> .....	3
2.9 <u>"Concession Facilities"</u> .....	3
2.10 <u>"Default"</u> .....	3
2.11 <u>"Defaulting Party"</u> .....	3
2.12 <u>"Default Rate"</u> .....	3
2.13 <u>"Disaster Staging Uses"</u> .....	4
2.14 <u>"Environmental Laws"</u> .....	4
2.15 <u>"Event"</u> .....	4
2.16 <u>"Expedited ADR"</u> .....	4
2.17 <u>"Fields"</u> .....	4
2.18 <u>"Force Majeure"</u> .....	4
2.19 <u>"Grapefruit League"</u> .....	4
2.20 <u>"Home Game"</u> .....	4
2.21 <u>"Improvements"</u> .....	5
2.22 <u>"Legal Requirements"</u> .....	5
2.23 <u>"Luxury Suites"</u> .....	5
2.24 <u>"Minor League Affiliate"</u> .....	5
2.25 <u>"MLB"</u> .....	5
2.26 <u>"MLB Agreements"</u> .....	5
2.27 <u>"Non-Defaulting Party"</u> .....	6
2.28 <u>"Office Space"</u> .....	6

2.29	<u>"Offset Amount"</u>	6
2.30	<u>"Partnership Event"</u>	6
2.31	<u>"Person"</u>	6
2.32	<u>"Phillies Event"</u>	6
2.33	<u>"Phillies Exclusive Use Areas"</u>	6
2.34	<u>"Phillies Maintenance Obligations"</u>	6
2.35	<u>"Phillies Possessory Tax Share"</u>	6
2.36	<u>"Phillies Users"</u>	6
2.37	<u>"Phillies Utilities Share"</u>	6
2.38	<u>"Public Uses"</u>	7
2.39	<u>"Revenue Event"</u>	7
2.41	<u>"Scope of Work"</u>	7
2.42	<u>"SFDA"</u>	7
2.43	<u>"Site"</u>	7
2.44	<u>"Site Plan"</u>	7
2.45	<u>"Sports Facility"</u>	7
2.46	<u>"Sports Facility Manager"</u>	7
2.47	<u>"Spring Training Season"</u>	7
2.48	<u>"Stadium"</u>	7
2.49	<u>"Term"</u>	8
3.	<u>Term</u>	8
3.1	<u>Initial Term</u>	8
3.2	<u>Rights of The Phillies Prior to Commencement Date</u>	8
3.3	<u>Options to Renew</u>	8
3.4	<u>Jack Russell Stadium Lease</u>	9
4.	<u>Certain Covenants of the Parties</u>	9
4.1	<u>Ownership of Sports Facility</u>	9
4.2	<u>Delivery of the Sports Facility</u>	9
4.3	<u>Home Field Commitment</u>	9
4.4	<u>Florida State League Commitment</u>	10
4.5	<u>Environmental Laws Indemnity</u>	10
5.	<u>Use of Sports Facility</u>	10
5.1	<u>Phillies Use</u>	10
5.2	<u>Public Uses</u>	12
5.3	<u>Limitations on Public Uses</u>	12
5.4	<u>Partnership Events</u>	13
5.5	<u>Disaster Staging Uses</u>	14
6.	<u>Use Fee</u>	14
6.1	<u>Adjustment</u>	14

6.2	<u>Offset</u> .....	15
7.	<u>Revenues</u> .....	15
7.1	<u>Revenues from Partnership Events and Civic Events</u> .....	15
7.2	<u>Naming Rights</u> .....	16
7.3	<u>Signage During Partnership and Civic Events</u> .....	16
8.	<u>Operation of the Sports Facility</u> .....	17
8.1	<u>Operating Staff</u> .....	17
8.2	<u>Utilities</u> .....	17
8.3	<u>Parking</u> .....	17
8.4	<u>City Services</u> .....	18
9.	<u>Maintenance and Repair of Sports Facility</u> .....	18
9.1	<u>Phillies Cleaning and Maintenance Obligations</u> .....	18
9.2	<u>City Maintenance, Repair etc. Obligations</u> .....	19
9.3	<u>Upgrading of the Sports Facility</u> .....	20
9.4	<u>Sports Facility Manager</u> .....	20
9.5	<u>Personnel</u> .....	20
9.6	<u>Capital Expenditures</u> .....	21
9.7	<u>Action by The Phillies</u> .....	21
9.8	<u>Surrender</u> .....	23
10.	<u>Alterations and Additions by The Phillies</u> .....	23
10.1	<u>Minor Improvements</u> .....	23
10.2	<u>All Other Improvements</u> .....	24
10.3	<u>Ownership of Such Improvements</u> .....	24
10.4	<u>No Limitation</u> .....	25
11.	<u>Taxes</u> .....	25
11.1	<u>Possessory Taxes</u> .....	25
11.2	<u>Tax Protection</u> .....	25
12.	<u>Insurance</u> .....	26
12.1	<u>Liability Insurance</u> .....	26
12.2	<u>Property Coverage</u> .....	27
12.3	<u>General</u> .....	28
12.4	<u>Remedies</u> .....	28
12.5	<u>Waiver of Subrogation</u> .....	28
13.	<u>Indemnification</u> .....	29
13.1	<u>By The Phillies</u> .....	29
13.2	<u>By the City</u> .....	30

13.3	<u>Procedure for Indemnification -- Third Party Claims.</u>	31
13.4	<u>Procedure for Indemnification -- Other Claims.</u>	32
14.	<u>Damage or Destruction.</u>	33
14.1	<u>Decision to Rebuild.</u>	33
14.2	<u>Failure To Repair.</u>	33
14.3	<u>Phillies Option to Rebuild or Repair.</u>	34
15.	<u>Condemnation.</u>	34
15.1	<u>Total Taking.</u>	34
15.2	<u>Partial Taking.</u>	34
15.3	<u>Failure To Repair.</u>	35
15.4	<u>Phillies Option to Rebuild or Repair.</u>	36
16.	<u>Assignment.</u>	36
16.1	<u>Assignment by The Phillies.</u>	36
16.2	<u>Assignment by City.</u>	37
17.	<u>Default.</u>	37
17.1	<u>Default</u>	37
17.2	<u>Non-Defaulting Party's Rights and Remedies.</u>	38
17.3	<u>Cumulative Rights.</u>	38
17.4	<u>Injunctive Relief.</u>	39
17.5	<u>Emergency.</u>	39
18.	<u>Legal Opinions</u>	39
18.1	<u>By the City</u>	39
18.2	<u>By The Phillies</u>	40
19.	<u>Miscellaneous.</u>	40
19.1	<u>Estoppel Certificates.</u>	40
19.2	<u>Consents.</u>	41
19.3	<u>Additional Instruments.</u>	41
19.4	<u>Force Majeure.</u>	41
19.5	<u>Notices.</u>	42
19.6	<u>No Joint Venture.</u>	43
19.7	<u>Governing Law.</u>	43
19.8	<u>Construction of this Agreement.</u>	43
19.9	<u>Binding Effect.</u>	43
19.10	<u>Entire Agreement.</u>	43
19.11	<u>Severability.</u>	44
19.12	<u>Captions.</u>	44
19.13	<u>Time of Essence.</u>	44

19.14	<u>Interest on Delinquent Amounts.</u>	44
19.15	<u>Waivers.</u>	44
19.16	<u>Cumulative Remedies.</u>	44
19.17	<u>Right of Offset.</u>	45
19.18	<u>Attorneys' Fees.</u>	45
19.19	<u>Amendment.</u>	45
19.20	<u>Authority.</u>	45
19.21	<u>Exhibits.</u>	45
19.22	<u>Liability Limitation.</u>	45
19.23	<u>Certain Disputes.</u>	45
20.	<u>Conditions</u>	46
20.1	<u>Conditions Precedent to Parties' Rights and Obligations</u>	46
20.2	<u>Waiver</u>	46
20.3	<u>Satisfaction Date</u>	47
20.4	<u>Further Condition Relating to Litigation</u>	47
21.	<u>Marketing Programs</u>	47

**EXHIBITS**

EXHIBIT A      Expedited ADR



## SPORTS FACILITY USE AGREEMENT

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

1. Recitals.

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

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

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

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

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

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

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

2. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Term.

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

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

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



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

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

4. Certain Covenants of the Parties.

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

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

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

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

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

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

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

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

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

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

5.1.3 For all Minor League regular season operations, including without limitation playing Florida State League and Gulf Coast League home games and intra-squad games and training and player development activities, and any Minor League playoff and championship games and Minor League all-star games.

5.1.4 For all Florida Instructional League operations, including without limitation home games and intra-squad games and training and player development activities.

5.1.5 For all MLB and Minor League "mini-camp" operations, including without limitation intra-squad games and training and player development activities.

5.1.6 For all baseball fantasy camp, youth camp, youth instructional and like activities.

5.1.7 To use the Office Space for any office uses, in the pursuit of any aspect of the business and operations of the Phillies Users whatsoever.

5.1.8 To use the Commercial Space as a restaurant/sports bar, souvenir/sporting goods store and/or other synergistic uses open to the general public.

5.1.9 For Phillies Events.

5.1.10 For Civic Events sponsored by The Phillies, alone or with the City.

5.1.11 For any other lawful purpose directly or indirectly related to any of the foregoing uses.

5.2 Public Uses. Subject to Section 5.3, City shall have the right to authorize use of the Sports Facility for these, and only these purposes (the "Public Uses"):

5.2.1 For baseball and softball games played without an admission charge by St. Petersburg Junior College, Clearwater's two public high schools and youth baseball and like organizations; provided, however, that the user shall reimburse The Phillies for the cost of The Phillies Maintenance Obligations allocated to such games played other than by St. Petersburg Junior College and Clearwater High School.

5.2.2 For any other Civic Events proposed by the City and approved by The Phillies, such approval not to be unreasonably withheld.

5.2.3 For Partnership Events, at the rate of up to twelve per calendar year during the Term.

5.2.4 For Disaster Staging Uses.

5.3 Limitations on Public Uses. The Public Uses shall be subject to the following limitations:

5.3.1 Public Uses shall be limited to those areas of the Sports Facility that are necessary and appropriate therefor in each instance and in no event shall use be made of the Phillies Exclusive Use Areas (of which The Phillies are hereby granted the exclusive right to use). Whether the Commercial Space and/or the Concession Facilities shall be operated during Events which constitute Public Uses (any such operations to be effected solely by The Phillies and/or any concessionaire of The Phillies) shall be determined by The Phillies at its discretion; provided, however, that when requested by the City in respect of any Events which constitute the Public Uses where attendance is reasonably projected to exceed 200, Concession Facilities shall be opened by

The Phillies, to the extent that The Phillies deem appropriate, based on a reasonable estimate of attendance.

5.3.2 The City shall make mutually satisfactory arrangements in advance with The Phillies, for The Phillies to provide (but at the expense of the City) appropriate staffing and operations during each Event which constitutes a Public Use, such as ticket takers, ushers, parking attendants, food and beverage preparers and servers, security and paramedical personnel.

5.3.3 Each Public Use may be scheduled only at a time that is reasonably acceptable to The Phillies, it being understood that each of the uses specified in Sections 5.1.1 through 5.1.6 inclusive shall have absolute scheduling priority over every Public Use, except Disaster Staging Uses.

5.3.4 Each Public Use (other than those provided for in Section 5.2.1 and 5.2.4) shall be subject to The Phillies' prior approval, which may be withheld by The Phillies only if in its reasonable judgment conducting the Public Use at the Sports Facility would risk damage to the playing fields or cause unreasonable wear and tear to structures or, in the reasonable judgment of The Phillies, be inconsistent with the image of MLB and The Phillies.

5.4 Partnership Events. The City shall be responsible at its expense to book, manage and conduct significant Revenue Events at the Sports Facility, at a rate of at least six but not more than twelve per calendar year throughout the Term (each, a "Partnership Event"). For purposes hereof, a "significant Revenue Event" shall mean an Event, the reasonably anticipated net revenues from which are expected to be not less than \$15,000 (in 2003 dollars, subsequently adjusted by the CPI). The Phillies shall be responsible for ticket taking, food and beverage, merchandise and broadcasting

operations only, at prices set by The Phillies subject to the City's approval, not to be unreasonably withheld.

5.5 Disaster Staging Uses. The City may, in each instance of actual or imminently threatened natural disaster, use the Sports Facility as a staging area for disaster preparations, response or other related uses ("Disaster Staging Uses"), provided that (i) there will not be any cost to The Phillies and (ii) the City will immediately restore any resulting damage to the playing field or any other element of the Sports Facility caused as a result of the Disaster Staging Use. (Any loss caused by the natural disaster, as opposed to the City's Disaster Staging Use, is governed by Section 14 hereof.) The City shall not be responsible to The Phillies for any loss of revenue or consequential damages resulting from Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the Sports Facility to The Phillies immediately following the end of the disaster.

6. Use Fee. From and after the Commencement Date, The Phillies shall pay, in arrears, a use fee to the City at the rate of \$70,000 per calendar year during the Term, subject to adjustment pursuant to Section 6.1 (as so adjusted, the "Use Fee") and to offset pursuant to Section 6.2. The Use Fee for each calendar year during the Term shall be payable by March 31<sup>st</sup> of the following year.

6.1 Adjustment. The Use Fee for the second and each subsequent full calendar year during the Term shall be subject to an adjustment (a "CPI Adjustment"), for any change in the CPI Index between that for December of the year prior to the first such full calendar year and that for December of the year prior to the calendar year with respect to which the calculation is being made.

6.2 Offset. The Phillies may offset against and deduct from the Use Fee payable in respect of any whole or partial calendar year during the Term, the Offset Amount attributable to that period.

7. Revenues. Except as otherwise specifically provided in this Section 7, The Phillies alone shall be entitled to retain all revenues generated on and from the Sports Facility during the Term from all sources whatsoever, including by way of illustration but not limitation, all ticket, premium seating, luxury suite, food and beverage, signage, merchandise, broadcasting, sponsorship and parking revenues and all revenues from the operation of the Commercial Space and fantasy camps.

7.1 Revenues from Partnership Events and Civic Events. All ticket, food and beverage, merchandise, parking and broadcasting revenues generated on and from the Sports Facility (excluding only revenues derived from the Luxury Suites and the Commercial Space) attributable to each Partnership Event and each Civic Event, net of the direct incremental cost to The Phillies of operating and maintaining the Sports Facility (excluding the Luxury Suites and the Commercial Space) attributable solely to such use (which shall not include administrative or overhead costs or the like or any utility charges or other costs that would have been incurred irrespective of such use) will be: (i) in the case of Partnership Events, shared equally by The Phillies and the City; and (ii) in the case of Civic Events, will be retained by The Phillies (except for any net ticket revenues, which shall be distributed by The Phillies to the appropriate charitable, community or civic organization), in each case within thirty days following the Event. The Phillies shall institute a method of accounting for the collection and calculation of the net revenues collected in respect of Partnership Events and Civic Events and shall furnish to the City appropriate accounting statements in respect of such Events, which shall be prepared in accordance with generally accepted accounting

principles. The City may, upon reasonable notice and during normal business hours, examine, inspect and copy the books and records of The Phillies pertaining to such net revenues and, at its own expense, cause an audit to be performed of such pertinent books and records.

7.2 Naming Rights. The City hereby grants to The Phillies the power and authority from time to time during the Term to assign or license to a third party the right to name (i) all (e.g. "ABC Sports Facility" or "DEF Stadium") or (ii) portions (e.g. "GHI Bullpen" or "JKL Pavilion") of the Sports Facility and to retain all net proceeds therefrom. The term "net proceeds" for this purpose means the gross proceeds from the assigning or licensing of such naming rights less any direct costs associated with conducting the naming process and, in cases where any additional benefits (e.g. suite usage, tickets, stadium signage, advertising etc) may be included as part of the naming rights package and not separately priced, then the fair market value of such additional benefits shall also be deducted. The City shall have the right to disapprove any such name only, if in the City's reasonable judgment, such name is inconsistent with a wholesome public image for the Sports Facility. The net proceeds from any naming of the whole Stadium or the Sports Facility referred to in clause (i) (but not from any naming of portions thereof, as referred to in clause (ii)) shall be shared as follows: two-thirds to The Phillies and one-third to the City.

7.3 Signage During Partnership and Civic Events. Temporary signs identifying and promoting participants in or sponsors of Partnership Events or Civic Events may be displayed during the Event, provided, however, that: (i) no such signage shall relate to a product, service or Person which competes with the Person (or that one Person from time to time designated by The Phillies, at any time or times when there may be more than one such Person) for which all or any part of the Sports Facility is named or with that Person's products or services or with any products or services



designated by The Phillies as falling within either of up to two exclusive product categories (e.g. soft drinks, beer, banking etc) for the Sports Facility; (ii) no such display may obscure fixed signage then located in the Sports Facility; and (iii) the City shall be responsible at its expense for the removal thereof immediately upon conclusion of the Event.

8. Operation of the Sports Facility. Subject to Section 5.5, The Phillies shall have the sole right and obligation to operate the Sports Facility during the Term (which it shall do in a first-class manner and in compliance with all applicable Legal Requirements), including without limitation, the right and obligation to perform any ticket taking, food and beverage, merchandising, parking and broadcasting operations.

8.1 Operating Staff. The Phillies shall employ or retain all Persons necessary to discharge its operating responsibilities and shall bear the expense of their compensation.

8.2 Utilities. All electric, gas, water, sanitary sewer, storm sewer and trash disposal service provided to and used at the Sports Facility during the Term will be contracted for and either paid by the City or shall be provided by the City. The Phillies will reimburse the City for twenty-five percent of the total cost thereof as incurred by the City and at the rate charged to similar users, in the case of utilities supplied by the City, payable within thirty days of each monthly bill therefor from the City, accompanied by evidence of payment and/or of such rates so charged (such twenty-five percent reimbursements are herein referred to as the "Phillies Utilities Share")

8.3 Parking. In addition to operating all parking areas at the Sports Facility, The Phillies shall have the right to make arrangements for offsite parking for Events at the Sports Facility, including without limitation at the Carpenter Sports Facility, St. Petersburg Junior College and under the Florida Power Corporation right of way. For each Home Game, The Phillies will engage such

civic organization that the City shall propose (subject to The Phillies' approval, not to be unreasonably withheld) to staff the public parking areas at the Sports Facility and at any utilized offsite parking areas. The Phillies will pay to that organization for such services an honorarium of \$1,250 per Game, which figure shall be subject to a CPI Adjustment.

8.4 City Services. City will provide all appropriate City services at appropriate levels of coverage for all Events, including without limitation, police surrounding the Sports Facility for security and traffic control purposes and to prevent scalping and unauthorized sale of merchandise at the Sports Facility and paramedical services. (For this purpose, "scalping" shall mean the selling of tickets for more than \$1 above face amount, and the "unauthorized sale of merchandise" shall mean the sale of goods by a Person who has not been authorized by The Phillies to make such sales and the sale of unlicensed goods, whenever a license is required for such sale to be given by The Phillies, MLB or other holders of the marks embodied on such goods.) The Phillies will provide necessary security and paramedical services within the Sports Facility.

9. Maintenance and Repair of Sports Facility. The following provisions govern the maintenance and repair of the Sports Facility.

9.1 Phillies Cleaning and Maintenance Obligations. The Phillies shall have the obligation to keep the Sports Facility clean and to provide light housekeeping (e.g. changing bulbs, towels, etc) for the interior areas of the Sports Facility. The Phillies shall be responsible for the ordinary and customary day-to-day maintenance of the following (and only the following) portions of the Sports Facility: (i) the playing fields, (ii) the Phillies Exclusive Use Areas, (iii) the Luxury Suites, and (iv) the Commercial Space (together, the "Phillies Maintenance Obligations"). The City shall acquire for and supply to The Phillies all field care (e.g. clay, sod, sand, fertilizer and chemicals) and other

supplies necessary for The Phillies to discharge the Phillies Maintenance Obligations relating to the playing fields, and The Phillies shall reimburse the City for its actual out-of-pocket costs therefor. Notwithstanding anything herein to the contrary, any City employee providing City Services to the Sports Facility shall be operating under the direction and control of the City, and shall be subject to any applicable City rule, regulation or policy, provided however, that The Phillies may directly engage City employees during the off-duty time, in which case such City employees shall be deemed to operate under The Phillies control.

9.2 City Maintenance, Repair etc. Obligations. Except for The Phillies Maintenance Obligations, the City shall have the obligation to provide all maintenance, repairs, restorations, refurbishments and replacements, whether interior or exterior, structural or non-structural, routine or extraordinary, ordinary or capital in nature, as shall be necessary to keep the Sports Facility clean, safe and in good order, condition and repair, and in compliance with all applicable Legal Requirements and in first class condition and up to first class MLB spring training stadium standards at the time of reference, provided however, that (subject to Sections 14 and 15 hereof) this obligation shall not operate to require the City to construct a new Sports Facility, or to substantially reconstruct the Sports Facility during the Term hereof. The Consulting Engineer shall annually determine which capital repairs, restorations, refurbishments and replacements are needed to be done currently and which capital repairs, restorations, refurbishments and replacements shall be scheduled to be done in the future, and when. The costs of the Consulting Engineer shall be borne equally by The Phillies and the City. The determinations of the Consulting Engineer shall be conclusive on both the City and The Phillies.

9.3 Upgrading of the Sports Facility. The City shall from time to time, as needed, upgrade, modernize and otherwise improve the Sports Facility so that during the Term of this Agreement, the Sports Facility shall not only meet all applicable MLB standards but shall, in addition, include that level of amenities and technological facilities as is comparable at the time of reference to those of first class MLB spring training facilities of comparable age (such as Roger Dean Stadium in Jupiter, FL, City of Palms Park in Ft. Myers, FL and Hohokam Stadium in Mesa, AZ). Without limiting the generality of the foregoing, at such time as any technological improvements (e.g., video rooms) have been incorporated in at least two of those three comparable MLB spring training facilities, then the City shall install such technological improvements in the Sports Facility. However, this provision shall not require the City to expend monies within the last five years of the Term, unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years.

9.4 Sports Facility Manager. The Sports Facility Manager shall be responsible for the day-to-day oversight of the maintenance, repair and condition of the Sports Facility, and shall be the representative of the City with whom The Phillies may communicate. The Sports Facility Manager shall have authority to bind the City to the fullest extent permitted by law, provided, however, that the Sports Facility Manager shall not have the legal authority to bind the City to financial obligations without the prior approval of City's governing body.

9.5 Personnel. The City shall provide such level of qualified and properly trained personnel to perform its obligations under Section 9.2.

9.6 Capital Expenditures. The Consulting Engineer shall, by November 1 of each calendar year during the Term, submit to the parties his recommendation as to what capital repairs, refurbishments, restorations, replacements and upgrades are to be done currently and schedule those to be done in the future, which are necessary, in the judgment of the Consulting Engineer, in order for the City to fulfill its obligations under this Section 9. On December 1 of each calendar year during the Term the City shall furnish to The Phillies a capital expenditure schedule prepared by the City, with due regard to such recommendations, setting forth in detail the projected capital repairs and improvements expenditures scheduled for the following calendar year and shall appropriately budget any amounts necessary to do so. The Phillies shall be afforded the right to have input in the preparation of such schedule and it shall be subject to The Phillies' approval, which shall not be unreasonably withheld.

9.7 Action by The Phillies. Without limiting The Phillies' rights under Section 17, if The Phillies in good faith determines that any portion of the Sports Facility (excluding only the playing fields) is not being maintained and/or repaired by the City in accordance with the standards and requirements set forth in Sections 9.2, 9.3 and 9.6, The Phillies shall have the right, but not the obligation, to advance funds for or otherwise provide appropriate maintenance and/or repair, subject to the following provisions:

9.7.1 Notice Practicable. If practicable, The Phillies shall give written notice to the City specifying the nature of the required work, and the date by which The Phillies reasonably considers it necessary to commence such work following its receipt of such a notice:

(i) The City may commence such work prior to the date and time so specified by The Phillies and prosecute the same diligently to completion; if the City does so, The Phillies shall not undertake such work itself.

(ii) If the City disputes whether the requested work required to fulfill the City's obligations under this Agreement, the City shall so inform The Phillies in writing prior to the date and time specified by The Phillies in its notice. If the City gives timely notice, the dispute shall be submitted to Expedited ADR prior to the date and time specified by The Phillies in its notice.

(iii) If (a) the City does not commence such work prior to the date and time specified by The Phillies and prosecute the same diligently to completion, or (b) the City fails to give timely notice of a dispute, or (c) it is not practicable to submit the matter to Expedited ADR prior to the date and time specified by The Phillies in its notice, then in any such event, The Phillies may commence the work necessary to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.2 Emergency. If The Phillies in good faith determines that the work must be performed on an emergency basis (that is, it must be performed in order to prevent an imminent danger to health or safety or it is otherwise not practicable to give notice provided in this Section 9.7), then The Phillies may commence work to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.3 Payment to The Phillies. The City shall promptly reimburse The Phillies on demand for any amounts expended pursuant to this Section 9.7 (including interest at the Default Rate from the date that is 30 days after the date of demand until paid if such amount is not paid by the 45<sup>th</sup>

day following the date of demand). If the City disputes that the work was required to fulfill the City's obligations hereunder, Expedited ADR shall be convened to resolve the dispute.

(i) If and to the extent it is determined by Expedited ADR that work was not required to fulfill the City's obligations hereunder, then The Phillies shall not be entitled to any reimbursement for any sums expended by The Phillies.

(ii) If and to the extent it is determined by Expedited ADR that the work was required to fulfill the City's obligations hereunder, then the City shall immediately reimburse The Phillies for all sums expended by The Phillies on the work, plus interest at the Default Rate.

9.8 Surrender. At the termination of this Agreement, by lapse of time or otherwise, The Phillies shall surrender possession of the Sports Facility to the City and deliver all keys or such other access equipment or devices. In addition, The Phillies shall remove The Phillies' furniture, trade fixtures and other items of movable personal property of every kind and description from the Sports Facility and restore any damage caused thereby, such removal and restoration to be performed prior to the end of the Term or within sixty days following any earlier termination of this Agreement. If The Phillies fail to remove any such items, the City may do so, and The Phillies shall pay to the City upon demand the cost of removal and of restoring the Sports Facility. All obligations of The Phillies under this Section shall survive the expiration of the Term or sooner termination of this Agreement.

10. Alterations and Additions by The Phillies.

10.1 Minor Improvements. The Phillies shall have the right (following reasonable notice thereof to the City for its information only), but not the obligation, to make minor improvements to the Phillies Exclusive Use Areas without City's approval, consisting of any work, installation,

construction or the like which does not require a permit from any federal, state or local governmental agency (e.g., installation of additional shelving in the Office).

10.2 All Other Improvements. Except for the "minor improvements" described in Section 10.1, The Phillies shall not construct any improvements on or otherwise alter, change or improve any part of the Sports Facility, without the prior written consent of the Sports Facility Manager, upon such terms and conditions as he may reasonably deem necessary. Requests by The Phillies to construct any such improvements on or otherwise to alter, change or improve any part of the Sports Facility shall be presented to the Sports Facility Manager in written form and he shall act thereon within a reasonably prompt time. If the Sports Facility Manager gives his consent to The Phillies' undertaking such work (which consent shall not be unreasonably withheld), the consent shall be deemed conditioned upon The Phillies' acquiring any necessary permit to do so from applicable governmental agencies, furnishing a copy thereof to the Sports Facility Manager prior to the commencement of the work and complying with all conditions of said permit in a prompt and expeditious manner.

10.3 Ownership of Such Improvements. All improvements, alterations or other changes made by The Phillies to any part of the Sports Facility pursuant to this Agreement, other than that which is so affixed to the Sports Facility that it cannot be removed without material damage to it, shall remain the personal property or equipment of The Phillies and may be removed by The Phillies upon expiration or termination of this Agreement provided that The Phillies restore and repair any damage caused by the removal.



10.4 No Limitation. Nothing in this Section 10 shall in any way limit or reduce the obligation of the City to maintain the Sports Facility as provided in Section 9 and elsewhere in this Agreement.

11. Taxes.

11.1 Possessory Taxes. It is the intent of the parties that the Sports Facility (land and Improvements) shall be exempt from any and all real property ad valorem taxes and from payments in lieu of such taxes throughout the Term. However, should all or any part or parts of the Sports Facility become subject to any such taxes, then the parties shall each cooperate and use their respective best efforts (i) to cause Pinellas County to return its share of any such taxes and (ii) to secure legislation exempting the Sports Facility from such taxes. In the interim, The Phillies and the City shall each pay one-half of any such taxes, net of any City ad valorem real property taxes, which shall be paid by City. Any such payments by The Phillies are herein referred to as the "Phillies Possessory Tax Share."

11.2 Tax Protection. The City shall throughout the Term hold The Phillies harmless from all other local (as opposed to Federal, State or County) taxes (except for income, sales and like taxes of general application), including without limitation amusement/ticket taxes, any increase in the sales tax rate applicable to tickets, use and occupancy taxes and surcharges on the Stadium or Sports Facility-derived revenues.

12. Insurance.

12.1 Liability Insurance.

12.1.1 Phillies Non-Property Coverage. The Phillies shall maintain at its expense during the Term of this Agreement the following insurance:

(i) Commercial general liability (including athletic participants coverage) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the use of the Sports Facility and all areas appurtenant to it. Such insurance shall be on an occurrence basis, providing coverage in an amount not less than \$5,000,000 per occurrence, and not less than \$5,000,000 general aggregate (per location), and not less than \$5,000,000 coverage for products and completed operations liability, and not less than \$5,000,000 coverage for personal and advertising injury, with deductibles of up to \$100,000 per person and \$200,000 per occurrence..

(ii) Statutory workers' compensation and employers' liability coverage in an amount no less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

(iii) Automobile liability for bodily injury and property damage arising from the use of The Phillies' owned, non-owned and hired vehicles, in an amount not less than \$5,000,000 per accident.

(iv) Garagekeepers legal liability coverage in the amount of \$1,000,000.

12.1.2 City's Non-Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following non-property insurance:

(i) Auto Liability and General Liability: Self-Insured Level: \$100,000 per Person/\$200,000 per Occurrence self-insured retention with the statutory limits per Section 768.28

Florida Statutes. Excess Insurance: \$5,000,000 per occurrence excess insurance (no aggregate applicable) with self-insured retention of \$500,000.

(ii) Workers' Compensation: Statutory workers compensation coverage per occurrence with self-insured retention of \$500,000.

12.2 Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following property related insurance:

12.2.1 Property insurance for 100% of full replacement value of the Sports Facility (including all improvements and personal property), with deductibles not exceeding \$50,000 per occurrence against loss by so-called "all risk" perils, including but not limited to fire, extended coverage, storm (including without limitation wind, flood and hurricane coverage), boiler and machinery, vandalism, malicious mischief, flood and earthquake. Such insurance is to contain a replacement cost endorsement, and endorsements eliminating any and all coinsurance provisions.

12.2.2 For any work of construction conducted on the Site by or at the direction of the City, builder's risk insurance with the same limits and coverages as set forth in Subsection 12.2.1, provided that at the City's election, such insurance may be maintained by the contractor(s) performing the construction work at the Sports Facility.

12.2.3 City Property Self-Insurance or Self-Funding. Any provision of this Agreement to the contrary notwithstanding, while the City shall maintain insurance coverage and limits as provided for in this Agreement, parties hereto specifically agree that the City may do so by self-insurance and/or by purchase at the sole option of the City. To the extent required by the terms of this Agreement, insurance coverage and limits shall be evidenced by delivery to The Phillies of letters of self-insurance or self-funding executed by the City's Risk Manager, or by certificates of

insurance executed by either the agent for the insurers or the insurers or by copies of policy declaration pages. Such letters, certificates, and policy declaration pages shall list coverage (including the amount of insurance per claim and per occurrence, any gap in coverage, and the amount of the excess insurance) and policy limits with expiration dates and major policy terms and endorsements.

12.3 General. All insurance policies obtained pursuant to this Section 12 shall: (i) be with companies legally authorized to do business in the State of Florida and which possess a minimum rating of A- or better and a minimum class VIII financial size category (as listed at the time of issuance by A.M. Best Insurance Reports), which are reasonably acceptable to the other parties; and (ii) shall name as an additional insured each other party and such Affiliates of that party as it shall reasonably request. Upon commencement of the Term, each party shall furnish or cause to be furnished to the other party a certificate of insurance evidencing all such insurance policies. Renewal certificates shall be delivered by each party to the others at least ten days prior to the expiration of any policy of insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty days' prior written notice to all parties hereto.

12.4 Remedies. If any party fails to obtain, keep in force or provide evidence of any of the insurance policies or self-insurance coverage required by this Section 12, the other party may give written notice to the defaulting party, and the defaulting party shall have until the earlier of (i) five days after its receipt of such notice, or (ii) regardless of whether notice shall have been given, one day before the date the required insurance will lapse, to cure the default. If the default is not cured within such period, then the other parties shall have the remedies set forth in Section 17.

12.5 Waiver of Subrogation. Each party hereby releases and relieves the other party, and

waives its entire right of recovery against the other party, for direct or consequential loss or damage arising out of an incident to the perils covered by any insurance carried by the other party or which would have been carried had such other parties fulfilled their obligations hereunder to carry insurance, whether or not due to the negligence of the released party or its agents, employees, contractors or invitees. If necessary, all property insurance policies required by this Agreement shall be endorsed to so provide.

13. Indemnification. The indemnifications provided for in this Section 13 shall relate only to the extent that the liability in question has not produced insurance proceeds to the indemnitee.

13.1 By The Phillies. Subject to Section 12.5, The Phillies agrees to and will at all times defend, indemnify, save and hold the City and their Affiliates, and their respective elected officials, officers, agents, employees, successors and assigns harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorney's fees, costs of investigation and discovery, and all court costs, arising out of:

13.1.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of any willful and wanton or grossly negligent act or omission of The Phillies or any Affiliate of The Phillies or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility.

13.1.2 Any breach or default in the performance of any obligation on The Phillies' part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of The Phillies shall not extend to liabilities caused, in whole or in part, by any willful, wanton, or grossly negligent act or omission of the City or any of its agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.2 By the City. Subject to Section 12.5, the City, to the extent permitted by applicable law, including, but not limited to Section 768.28, Florida Statutes, agrees to and will at all times defend, indemnify save and hold The Phillies and its Affiliates and their respective employees, agents, officers, directors, shareholders, partners, successors and assigns, harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorneys' fees, costs of investigation and discovery, and all court costs, arising out of:

13.2.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or grossly negligent act or omission of the City or any Affiliate of City or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility to the extent such act or omission caused the injury.

13.2.2 Any breach or default in the performance of any obligation on the City's part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of the City shall not extend to liabilities caused by any willful, wanton, or negligent act or omission of The Phillies or any Affiliate of The Phillies

or any of their respective agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.3 Procedure for Indemnification -- Third Party Claims.

13.3.1 Promptly after receipt by an indemnified party under Sections 12.1 or 12.2 of notice of a claim against it ("Claim"), such indemnified party shall, if a claim is to be made against an indemnifying party thereunder, give notice to the indemnifying party of such Claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnified party's failure to give such notice.

13.3.2 If any Claim is made against an indemnified party and it gives notice to the indemnifying party of such Claim, the indemnifying party will be entitled to participate in the defense of such Claim and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Claim and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Claim and provide indemnification with respect to such Claim), to assume the defense of such Claim with counsel satisfactory to the indemnified party and its insurers and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under such Section for any fees of other counsel or any other expenses with respect to the defense of such Claim in each case subsequently incurred by the indemnified party in connection with the defense of such Claim, other

than reasonable costs of investigation. If the indemnifying party assumes the defense of a Claim (i) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (a) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Claims that may be made against the indemnified party, and (b) the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of a Claim and the indemnifying party does not, within thirty days after the indemnified party's notice is given (or such lesser period of time as may be necessary to avoid a Default on such Claim), give notice to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will be bound by any determination with respect to said Claim or any compromise or settlement effected by the indemnified party.

13.3.3 Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Claim, but the indemnifying party will not be bound by any determination of a Claim so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

13.4 Procedure for Indemnification -- Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.



14. Damage or Destruction.

14.1 Decision to Rebuild. In the event that the Sports Facility or any part thereof is damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever, the City shall promptly commence and thereafter diligently proceed to repair and rebuild the Sports Facility to its condition immediately prior to such damage or destruction, provided, however, if such damage or destruction involves the entire Sports Facility or any substantial part thereof and occurs less than five years prior to the end of the Term, the City may elect to terminate this Agreement unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years. In the event that such damage or destruction is of such an extent as would substantially and adversely affect The Phillies' activities at the Sports Facility, the City shall use its best efforts to provide to The Phillies the use of alternate first class MLB spring training facilities, in reasonable proximity to the Sports Facility, on a basis that preserves to The Phillies the net benefit of the economic terms of this Agreement and that affords business interruption protection to The Phillies against lost revenues. If the City meets the requirements of the next preceding sentence and has been and remains in substantial compliance with its obligations under the first sentence of this Section 14.1, then The Phillies shall use those alternate facilities during the period of interruption and, for each full Spring Training Season during the initial 20-year portion of the Term hereof that such use continues, that initial term shall be extended by one year.

14.2 Failure To Repair. If the City is obligated to repair or rebuild the Sports Facility under the provisions of this Section 14 and does not commence such repair or rebuilding within

ninety days after the occurrence of the damage or destruction, or if the City commences such repair or rebuilding but do not prosecute the same diligently to completion, then the City shall be deemed to be in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

14.3 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the casualty, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

15. Condemnation.

15.1 Total Taking. In the event the entire Sports Facility is appropriated or taken under the power of eminent domain, or sold under threat thereof (all of which will be referred to as a "condemnation"), by any public or quasi-public authority, The Phillies shall have the option to terminate this Agreement as of the date the condemning authority takes title or possession, whichever first occurs. The Phillies shall have no claim to the award in condemnation for the City's interest in the Site and Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.2 Partial Taking. In the event that only a portion of the Sports Facility is condemned, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes

title or possession, whichever first occurs; provided, however, that if so much of the Sports Facility is taken by such condemnation as would substantially and adversely affect The Phillies' operations at the Sports Facility, The Phillies shall have the option, to be exercised in writing within one hundred eighty days after the City shall have given The Phillies written notice of the condemnation (or in the absence of such notice, within one hundred eighty days after the condemning authority shall have taken possession), to terminate this Agreement as of the date the condemning authority takes such possession. If The Phillies does not give timely notice to terminate, this Agreement shall remain in full force and effect as to the remainder of the Sports Facility that is suitable for the use then being made of the Sports Facility by The Phillies; if and so long as The Phillies deem it advisable, The Phillies may utilize alternative facilities; and the City shall, to the extent of condemnation proceeds received by it, acquire or add adjacent property and construct additional Improvements with reasonable diligence, in order to restore the Sports Facility as nearly as possible to the condition immediately before the condemnation. Whether this Agreement terminates or continues in full force or effect, The Phillies shall have no claim to the award in condemnation for the City's interest in the Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.3 Failure To Repair. If the City is obligated to make the Sports Facility suitable for use by The Phillies following a condemnation under the provisions of this Section 15 and does not commence to acquire or add adjacent property or construct additional Improvements necessary to do so within ninety days after the date of the condemnation, or if the City commences such

acquisition or construction but does not prosecute the same diligently to completion, the City shall be deemed in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

15.4 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the condemnation, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

16. Assignment.

16.1 Assignment by The Phillies. The Phillies shall not sell, assign, encumber, pledge, or otherwise transfer all or any portion of its interest in this Agreement without the prior written consent of the City, except as follows:

16.1.1 The Phillies shall have the right to transfer all of its rights and obligations under this Agreement to any Person that shall thereafter own the MLB franchise now held by The Phillies; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement; and provided, further, that MLB approves the transfer of such MLB franchise to such transferee and the City has been provided with satisfactory evidence of such assumption and approval.

16.1.2 The Phillies shall also have the right to transfer its interest in this Agreement freely to another MLB club; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement.

16.1.3 No transfer under this Section 16 shall release The Phillies from any pre-existing liabilities under this Agreement, including, but not limited to any indemnification obligations of The Phillies which arise prior to the date of such transfer.

16.2 Assignment by City. The City shall have the right to assign certain rights under this Agreement to a non-profit organization controlled by the City, provided that such assignment will not affect The Phillies rights and remedies against the City under this Agreement and the City shall at all times remain primarily liable for their obligations hereunder. Except as aforesaid, the City may not assign its rights and duties under this Agreement without the consent of The Phillies.

17. Default.

17.1 Default. If any party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

17.1.1 Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

17.1.2 Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five business days to cure monetary failure; and (ii) thirty days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty day period and thereafter proceeds with reasonable diligence to cure said failure.

17.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth below.

17.1.4 Termination of this Agreement.

17.2 Non-Defaulting Party's Rights and Remedies. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation):

17.2.1 To cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the Default Rate; and

17.2.2 To collect all sums paid by it to effect such cure, together with interest thereon at the Default Rate, by set off against all sums next-to-become-due to the Defaulting Party under this Agreement.

17.3 Cumulative Rights. The remedies heretofore described in this Section 17 shall be in addition to any other remedy the Non-Defaulting Party may have at law and in equity in the event of a Default, including without limitation:

17.3.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate from the date on which such monies were due;

17.3.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

17.3.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Defaulting Party in connection with the default.

17.4 Injunctive Relief. Without limiting any other remedies of the City on account of a Default by The Phillies hereunder, The Phillies further acknowledges that the City will be irreparably harmed if The Phillies violate this Agreement by the transfer, move or other relocation of The Phillies' spring training activities to, and/or the playing of Home Games at, any locations other than the Sports Facility during the Term otherwise than as provided or permitted by this Agreement. Accordingly, The Phillies hereby agree that in the event of such a violation or threatened violation of this Agreement, the City shall be entitled to seek and obtain, and The Phillies hereby consent to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent relief to enjoin any such violation or threatened violation. The Phillies waive any requirement that the City post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of The Phillies' spring training activities to, or the playing of Home Games at, any location other than the Sports Facility, and City is not able to obtain the injunctive relief provided for in this Section 17.4, the City shall be entitled, at its option, to seek monetary damages.

17.5 Emergency. Nothing in this Section 17 shall be deemed to limit The Phillies' right to take action in emergencies pursuant to Section 9.7.

18. Legal Opinions.

18.1 By the City. Concurrently with the execution and delivery of this Agreement, the City has provided to The Phillies an opinion of its City Attorney advising The Phillies that (i) the City is a duly organized and existing municipal corporation of the State of Florida and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by the City is duly authorized, (iii) all notices required by Florida law and all necessary action required for the execution

and delivery of this Agreement or otherwise required under applicable law have been obtained, and (iv) this Agreement is valid, binding and enforceable against the City in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to The Phillies, as evidenced by its execution of this Agreement.

18.2 By The Phillies. Concurrently with the execution and delivery of this Agreement, The Phillies has provided to the City an opinion of its general counsel advising the City that (i) The Phillies is a duly organized and existing limited partnership of the Commonwealth of Pennsylvania and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by The Phillies is duly authorized, and (iii) this Agreement is valid, binding and enforceable against The Phillies in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to the City, as evidenced by its execution of this Agreement.

19. Miscellaneous.

19.1 Estoppel Certificates. Each party (as "responding party") shall at any time within fifteen days after written request from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing as of the date of such certification (i) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the responding party's knowledge without inspection, audit or investigation, any uncured defaults on the part of the requesting party (or specifying such defaults, if any are claimed), and (iii) providing such other information regarding this Agreement as may reasonably be requested by the requesting party. Any such statements may be conclusively relied



upon by any prospective purchaser or encumbrancer of The Phillies or of its interests herein and by any bond holders, underwriters and financiers of the City.

19.2 Consents. Whenever a party's approval, permission, concurrence, consent or satisfaction is required under this Agreement, such approval, permission, concurrence, consent or satisfaction shall not be unreasonably withheld or delayed, except as and to the extent expressly provided to the contrary in this Agreement; provided, however that neither party shall be required to waive a Default hereunder.

19.3 Additional Instruments. The parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and reasonable request for such instrument shall be made. In addition, as soon as practicable following the Commencement Date hereunder, the parties shall execute a written supplement to this Agreement setting forth such Commencement Date. With respect to the City, any obligations pursuant to this Section 19.3 shall be subject to obtaining any required governmental approvals.

19.4 Force Majeure. A party shall not be in Default under this Agreement if and to the extent it is unable to fulfill any of its obligations under this Agreement because it is prevented, hindered or delayed in doing so by reason of a strike, lockouts, labor dispute, boycott, material or energy shortage, casualty loss, weather conditions, acts of God, order of any government officer or court (but excluding, as to the City, orders promulgated by the City themselves), national emergency or war (collectively, "Force Majeure").

19.5 Notices. Any notice required to be given hereunder shall be in writing and sent by either overnight courier service or United States certified or registered mail, postage prepaid, addressed to the parties as follows:

If to City:

City of Clearwater  
112 South Osceola Avenue, 3<sup>rd</sup> Floor  
Clearwater, Florida 33756  
Attention: City Manager

With a copy to Counsel for City:

Pam Akin, Esquire  
112 South Osceola Avenue, 3<sup>rd</sup> Floor  
  
Clearwater, Florida 33756

If to The Phillies:

Veterans Stadium  
P.O. Box 7575  
Philadelphia, PA 19101  
Attention: David P. Montgomery,  
President

and

Attention: William Y. Webb,  
Vice President, General  
Counsel and Secretary

Notices shall be deemed given when actually received or when delivery is refused. The address for notices to a party may be changed, from time to time, by notice from such party given as herein required.

19.6 No Joint Venture. The City and The Phillies do not intend by entering into this Agreement to create a partnership, joint venture or any relationship other than that of independent contractors and licensor and licensee. Nothing in this Agreement shall be construed to create such a partnership, joint venture or other relationship, nor shall it be construed to create any pledging of the credit of the City or the faith and credit of the City.

19.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, and the proper venue shall be in Pinellas County, Florida.

19.8 Construction of this Agreement. This Agreement shall not be construed for or against any party on the basis that such Party drafted any portion of this Agreement. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

19.9 Binding Effect. Subject to Section 16, the covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals hereof, shall extend to and be binding upon the successors and assigns of the respective parties hereto as if they were in every case named and expressed, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

19.10 Entire Agreement. This Agreement and the SFDA, together with the attached exhibits and simultaneous writings, contain the entire agreement and understanding between the parties relating to its subject matter. There are no oral understandings, terms or conditions, and

neither party has relied on any representation, express or implied, not contained in this Agreement or in simultaneous writings. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Without limiting the generality of the foregoing, this Agreement and the SFDA replace and supersede that certain Clearwater Stadium Project Term Sheet dated September 8, 2000 by and between the City and The Phillies in its entirety and such Term Sheet is hereby terminated.

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

19.12 Captions. The headings of this Agreement are for convenience only and shall not be deemed a part of this Agreement, nor shall they be deemed to affect the meaning or construction of any portion of this Agreement.

19.13 Time of Essence. Time is of the essence of this Agreement.

19.14 Interest on Delinquent Amounts. Any amounts owing from one party to the other party under this Agreement and not paid when due shall bear interest from and after the due date at the Default Rate until paid, provided however, that no such interest shall accrue on any City obligation to pay until the expiration of 45 days after the date such payment is due.

19.15 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent right by any party under the same or any other provision.

19.16 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19.17 Right of Offset. Each party hereto, without waiving its rights under Section 17, shall be entitled to set off against sums due from it hereunder to any other party any amounts owing to it (including Default Interest if any) by such other party.

19.18 Attorneys' Fees. If an action or proceeding is brought to enforce the terms hereof or declare rights hereunder, including without limitation Expedited ADR, the prevailing party in any such action or appeal therefrom shall be entitled to its reasonable attorneys' fees and costs, which shall include the costs of consultants and experts, to be paid by the losing party as fixed by the court or arbitrator(s) in the same or a separate action or proceeding.

19.19 Amendment. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or The Phillies. This Agreement may not be changed, modified or rescinded except in writing by the City and The Phillies, and any attempt at oral modification of this Agreement shall be void and of no effect.

19.20 Authority. Each party hereto hereby represents and warrants to the other that it has the authority to enter into this Agreement and to undertake and perform its respective obligations hereunder.

19.21 Exhibits. Exhibit A is attached hereto and incorporated by this reference thereto.

19.22 Liability Limitation. Except as otherwise provided herein, no individual who is a general partner of The Phillies, or a member of the City Commission or an officer, employee or agent of any party hereto shall be liable to any other party, or any successor in interest thereto, for any default by a party hereunder.

19.23 Certain Disputes. Any dispute between the parties arising under Sections 9 and 10 of this Agreement shall be resolved by Expedited ADR.

20. Conditions.

20.1 Conditions Precedent to Parties' Rights and Obligations. All of the parties' respective rights and obligations under this Agreement are expressly conditioned upon the occurrence of the following, each by the date respectively indicated:

20.1.1 Issuance of Certification from the Florida Office of Tourism regarding a "retained spring training franchise facility" shall have issued by January 2, 2001.

20.1.2 The specific site for the Sports Complex shall by February 15, 2001 have been agreed to by the parties and reflected upon a detailed site plan initialed by the parties, which shall become Exhibit B to this Agreement.

20.1.3 The parties shall, within 15 days following satisfaction of the conditions in Section 20.1.2, have: (i) executed and delivered a definitive SFDA; (ii) have agreed upon a detailed Scope of Work, an initialed copy of which shall become Exhibit C to this Agreement; and (iii) have executed and delivered a definitive lease for the Carpenter Complex, which will terminate the existing lease dated September 26, 1966, as amended, and which: (x) shall be for a term coextensive with the Term; (y) shall conform to the relevant allocation provisions of this Agreement; and (z) call for fixed rent in arrears at the annual rate of \$204,000 for 20 years from the start of the Term.

20.2 Waiver. Each of the conditions precedent specified in Sections 20.1 and 20.4 may only be waived in a writing duly executed and delivered by both parties; provided, however, that The Phillies may, by written notice to City, extend from time to time each of the dates specified in Section 20.1.

20.3 Satisfaction Date. The date on which the last of all of the conditions precedent specified in Section 20.1 has been duly satisfied or duly waived is herein referred to as the "Satisfaction Date."

20.4 Further Condition Relating to Litigation. If on the Satisfaction Date any litigation other than bond validation proceedings is pending to restrain or enjoin the performance of this Agreement and/or of the SFDA and/or of any material aspect of either and/or to seek material damages in respect thereto and is neither withdrawn nor dismissed with prejudice by October 1, 2001, either party may (but need not) elect to terminate this Agreement by written notice given within 30 days thereafter.

21. Marketing Programs. The Phillies and the City hereby agree that The Phillies will provide trade out value in marketing programs to match the financial contributions made by Pinellas County toward the funding of the Sports Facility. These marketing trade out programs may include, but are not limited to destination advertising, tourism public relations campaigns, tourism direct sales activities and/or other marketing programs mutually agreed upon between the Pinellas County Convention and Visitors Bureau and The Phillies. Representatives of The Phillies and the Convention and Visitor's Bureau shall meet as often as they mutually determine to be needed (but at least annually) to agree to a specific program of destination marketing and/or ticket opportunities of the trade out program for the upcoming calendar year. This marketing trade out program shall be the sole responsibility of The Phillies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF CLEARWATER, FLORIDA

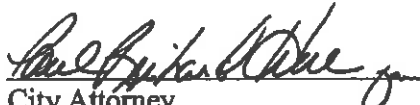
By:   
Brian Aungst, Mayor

By:   
City Manager


ATTEST:

 12/20/00  
ASST. City Clerk

Approved as to form and  
legal sufficiency

  
City Attorney

THE PHILLIES

By:   
David P. Montgomery,  
General Partner



## EXHIBIT A

All claims, demands, disputes, controversies and differences that may arise under this Agreement between the parties, concerning any controversies under the Sections of this Agreement making reference to the use of Expedited ADR shall be resolved by Alternative Dispute Resolution as set forth below:

1. Disputes submitted to Expedited ADR hereunder will be conducted before a "Panel" designated in the manner provided in Section 2 below. The decision of the Panel will be final and binding upon the parties as to all matters in dispute and will be enforceable by a court of competent jurisdiction. The rules of the American Arbitration Association will be used for guidance in establishing procedures for the arbitration, but their use will not be mandatory unless the parties are unable to agree on an alternative body of rules.

2. In the case of disputes involving construction matters at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of twenty-one persons with at least ten years experience in the construction business furnished by the Florida Chapter of the American Arbitration Association. In the case of disputes involving operations at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of eleven persons, each of whom must have at least ten years of experience in the stadium/arena management business furnished by the Florida Chapter of the American Arbitration Association. The Panel of three will be selected from such list by the mutual agreement of the parties. If, within three days following the day on which the list is furnished to the parties, the parties are unable to agree on the composition of the Panel, then representatives of the parties will meet promptly and the following procedures will be used: The Phillies will strike the name of a person on the list. Within fifteen minutes thereafter, the Public Bodies will strike a name from the list. At fifteen minute intervals thereafter, each party will strike a name from the list. If a party fails to strike a name within the allotted time period, it will forego its turn to strike a name. The last three names on the list will constitute the Panel.

3. Within thirty days following the appointment the Panel as provided for above, the Panel shall hold a hearing which hearing shall be held at Tampa, Florida, or at any other place agreed to by the parties involved.

4. The Public Bodies or The Phillies may join any other party to the arbitration which is needed for just adjudication. The standard for joinder of any other party shall be that provided under Rule 19 of the Florida Rules of Civil Procedure.

5. If the Panel determines that either party's position in the dispute was without merit, such party will pay the other party's reasonable attorneys' fees and costs related to the arbitration, including the costs and fees of the Panel, fees to the American Arbitration Association and other costs of such arbitration otherwise payable by such party in the arbitration proceedings. In all other

cases, the parties will share equally the costs of such arbitration and will pay their own attorneys' fees.

6. At least ten days prior to the hearing, the parties shall meet and exchange exhibits and pre-hearing statements and stipulate and agree on non-disputed facts. No exhibit shall be admitted unless listed on the pre-hearing statement and exchanged between the parties. No witness may be presented unless indicated on the pre-hearing statement or unless produced for rebuttal purposes. Prior to or at the hearing, each party shall submit a memorandum not to exceed five pages outlining the relevant issues for the Panel. At the hearing, the laws of evidence of the State of Florida shall apply, and the Panel shall allow each party to present that party's case, evidence and witnesses and render its award, including a provision for payment of attorneys' fees and costs of arbitration to be paid by one or both of the parties to this Agreement, as the Panel deems just.

**City of Dunedin  
(Toronto Blue Jays)**

**CITY OF DUNEDIN**  
**ANNUAL REPORT ON SPRING TRAINING OPERATIONS**  
**TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**  
**2018**

**CONTENTS**

<b>TAB 1</b>	<b>STATE AND LOCAL FUNDS EXPENDED TO DATE</b>
<b>TAB 2</b>	<b>CONTRACTS BETWEEN THE CITY OF DUNEDIN AND THE TORONTO BLUE JAYS BASEBALL CLUB</b>
<b>TAB 3</b>	<b>COST-BENEFIT ANALYSIS OF THE TEAM'S IMPACT ON THE COMMUNITY</b>
<b>TAB 4</b>	<b>EVIDENCE THAT THE CITY OF DUNEDIN CONTINUES TO MEET THE CRITERIA IN EFFECT WHEN CERTIFIED</b>
<b>TAB 5</b>	<b>APPENDIX CONTENTS</b>



**TAB 1**

**STATE AND LOCAL FUNDS EXPENDED TO DATE**

**STATE AND LOCAL EXPENDITURES  
DUNEDIN SPRING TRAINING FACILITIES**

**REPORT TO FDEO 2018**

The information in this summary is taken from the City of Dunedin's Annual Adopted Budget documents for Fiscal Years 2000 – 2018.

State Revenues Received	OTTED/FDEO Funding	2000 – 2018	\$8,708,403
Local Revenues Received	Pinellas County	2000 – 2018	\$2,850,000
Local Expenditures	City of Dunedin	2000 – 2018	\$99,184,207

State revenue summary is based on an award of \$10,000,000 paid over a 20-year period.

Local revenue summary is based on a Pinellas County award of \$3,000,000 paid over a 20-year period.

Local expenditures reflect a significant budget projection for 2018, based on a planned renovation of the Spring Training facilities.

**TAB 2**

**CONTRACTS BETWEEN THE CITY OF DUNEDIN AND THE TORONTO BLUE  
JAYS BASEBALL CLUB**



**License Agreement for the Use of  
Dunedin Facilities for Spring Training**

## **RESOLUTION 18-10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN THE CITY OF DUNEDIN ("CITY") AND ROGERS BLUE JAYS BASEBALL PARTNERSHIP ("BLUE JAYS"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO LICENSE AGREEMENT BETWEEN THE CITY AND THE BLUE JAYS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SPRING TRAINING PROGRAM AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AUTHORIZING APPROPRIATE CITY OFFICIALS TO TAKE FURTHER ACTION REQUIRED TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the history of Major League Baseball (MLB) in Dunedin began in 1977 when the expansion team Toronto Blue Jays flew south for their first Grapefruit League season; and

**WHEREAS**, Dunedin has been the site for every Toronto Blue Jays Spring Training season since 1977, making the Toronto Blue Jays the only major league franchise to have never changed Spring Training cities; and

**WHEREAS**, the Toronto Blue Jays' Spring Training activities have provided significant positive economic impact to Dunedin since 1977; and

**WHEREAS**, the current License Agreement with the Toronto Blue Jays has been in place since December 15, 2000 and currently extends until December 31, 2019 subject to annual renewal options; and

**WHEREAS**, on April 4, 2013, the Dunedin City Commission adopted Resolution 13-16, confirming its commitment to keep the Toronto Blue Jays Spring Training in the City of Dunedin; and

**WHEREAS**, the Toronto Blue Jays have requested the redevelopment, expansion and renovation of the Dunedin Stadium, Cecil P. Englebert Recreational Complex and the Vanech Recreation Complex (collectively, the "Dunedin Spring Training Facilities") at a project cost of approximately \$81 million; and

**WHEREAS**, on October 6, 2016, the Dunedin City Commission adopted Resolution 16-26, authorizing staff to apply for funding through the Florida Department of Economic Opportunity and the Pinellas County Tourist Development Council to pay a portion of the costs for improvements to the Dunedin Spring Training Facilities; and

**WHEREAS**, in order to apply for State of Florida funding pursuant to Section 288.11631, Florida Statutes, the City and the Toronto Blue Jays approved and entered into a new License Agreement dated November 2, 2017 (the "2017 License Agreement") which provides for a term at least equal to the term of the requested State funding; and

**WHEREAS**, the City submitted an application for certification of a spring training facility pursuant to Section 288.11631, Florida Statutes, and the City and the City received on February 26, 2018, a conditional certification letter from the Florida Department of Economic Opportunity ("DEO), requiring that three actions be taken by the City for the City to obtain final certification pursuant to Section 288.11631, Florida Statutes; and

**WHEREAS**, the City desires to comply with the final certification conditions and desires to authorize and approve the execution and delivery of a First Amended and Restated License Agreement, an Addendum to License Agreement and a Spring Training Program Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:**

**Section 1.** That the foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.


**Section 2.** That the First Amended and Restated License Agreement, substantially in the form attached hereto as Exhibit "A" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the First Amended and Restated License Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the First Amended and Restated License Agreement shall constitute conclusive evidence of such approval.

**Section 3.** That the Addendum to License Agreement, substantially in the form attached hereto as Exhibit "B" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the Addendum to

License Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the Addendum to License Agreement shall constitute conclusive evidence of such approval.

**Section 4.** That the Spring Training Program Agreement, substantially in the form attached hereto as Exhibit "C" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the Spring Training Program Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the Spring Training Program Agreement shall constitute conclusive evidence of such approval.

**Section 5.** That this Resolution shall be effective immediately upon its adoption.

  
\_\_\_\_\_  
Julie Ward Bujalski  
Mayor

ATTEST:

  
\_\_\_\_\_  
Denise M. Kirkpatrick  
City Clerk

**CITY OF DUNEDIN AND TORONTO BLUE JAYS  
FIRST AMENDED AND RESTATED LICENSE AGREEMENT**

**THIS CITY OF DUNEDIN AND TORONTO BLUE JAYS FIRST AMENDED AND RESTATED LICENSE AGREEMENT** (the “**Agreement**”), made and entered into this 21<sup>st</sup> day of June, 2018 (the “**Effective Date**”) by and between the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the “**City**”) and **ROGERS BLUE JAYS BASEBALL PARTNERSHIP**, an Ontario, Canada general partnership (hereinafter referred to as the “**Club**”).

**WITNESSETH**

**WHEREAS**, the City owns a baseball stadium (the “**Stadium**”), office building, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 373 Douglas Avenue, Dunedin, as well as the 12 acre site upon which the same are located, all of which is described and / or illustrated on Exhibit “A” attached hereto, (collectively, the “**Grant Field Facilities**”);

**AND WHEREAS**, the City will own, as of the Threshold Date, a recently constructed building containing offices, clubhouses and training facilities (the “**New Training Center**”), six (6) full-sized professional baseball practice fields, two (2) professional baseball “half” fields, one (1) open-air agility field, one (1) roofed agility field, one (1) inclined agility field, two (2) permanent roofed buildings containing professional baseball batting tunnels, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 3031 Garrison Road, Dunedin, as well as the 27.4 acre site (the “**Englebert Site**”) and the 31.1 acre site (the “**Vanech Site**”) upon which all of same are situated, all of which is described and / or illustrated on Exhibit “B” attached hereto (collectively, the “**Complex Facilities**”);

**AND WHEREAS**, the parties desire to enter into a “Spring Training Facility Development Agreement” (the “**Development Agreement**”), which will set forth the relative roles and responsibilities of both the City and the Club in connection with the planning, design, funding, financing and construction of certain renovations, expansions of and/or additions to the Dunedin Facilities (the “**Improvements**”), which Improvements are more particularly described in Exhibit “C” attached hereto. By way of illustration, it is anticipated that the Development Agreement will specify the City’s responsibility to enter into the final agreements with engineers, architects, general contractors and related professional service providers necessary for the design and construction of the agreed-upon Improvements. Further, the Development Agreement will define the milestone or significant events that are to take place in order to facilitate the development, design, funding, financing and reconstruction of the Dunedin Facilities. In order to outline and summarize the relative roles and responsibilities of both the City and the Club in connection with the Improvements prior to the finalization of the Development Agreement, the City and the Club have entered into that certain agreement for the construction and renovation of the Dunedin spring training facilities effectively dated November 2, 2017 (the “**Preliminary Construction and Renovation Agreement**”), which shall have no further force and effect after the finalization of the Development Agreement. For purposes of this Agreement, any reference to the Development Agreement prior to the Threshold Date of this Agreement is intended to include the general terms and conditions set forth in the Preliminary Construction and Renovation Agreement until such

time that it is superseded and replaced by the Development Agreement;

**AND WHEREAS**, the parties recognize that this Agreement is being prepared in advance of the Development Agreement and that this Agreement is being drafted as if the Development Agreement were in place since that is a condition precedent to the effective date of this Agreement;

**AND WHEREAS**, the Club owns and operates the Major League Baseball team known as the *Toronto Blue Jays*® (the “**Major League Team**”) and desires to contract with the City for training and playing facilities for the Major League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Threshold Date (as defined below);

**AND WHEREAS**, the Club owns and operates the “A” level Minor League Baseball team known as the *Dunedin Blue Jays*® (which team is a member of the Florida State League) (the “**Minor League Team**”) and desires to contract with the City for training and playing facilities for the Minor League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Threshold Date;

**AND WHEREAS**, the Club desires to license the Grant Field Facilities for the purpose of conducting Major League Team exhibition games during the Spring Training Season (defined below) and Florida State League Games and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

**AND WHEREAS**, the Club desires to license the Complex Facilities for the purpose of training its Major League and Minor League players during the Spring Training Season (defined below) and for Additional Club Activities (as defined below) and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

**AND WHEREAS**, the Club wishes to share the Complex Facilities and Grant Field Facilities with the City, with such uses for public purposes to be scheduled and utilized by the City and other public user groups pursuant to the provisions of this Agreement;

**AND WHEREAS**, the City agrees to license the Grant Field Facilities and the Complex Facilities to the Club in consideration of certain obligations set forth herein, including without limitation, certain payments from the Club to the City;

**AND WHEREAS**, the parties have previously entered into that certain license agreement dated December 15, 2000 as amended by the First Amendment dated January 10, 2002 and as further amended by the Second Amendment dated April 20, 2017 (collectively, the “**Existing Agreements**”);

**AND WHEREAS**, the Existing Agreements presently expire December 31, 2019 with Club options to extend for up to three (3) additional one (1) year periods, provided the Club provides notice to the City of such election in accordance with the terms of the Existing Agreements;

**AND WHEREAS**, the Parties previously entered into a License Agreement dated

November 2, 2017 (the “**2017 License Agreement**”), which 2017 License Agreement was intended to take effect, and to supercede the Existing Agreements, on the Threshold Date, as defined herein;

**AND WHEREAS**, the parties now desire to enter into this Agreement, with the intention of terminating, replacing and superceding all of the Existing Agreements as of the date first written above, instead of on the Threshold Date;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and in consideration of the payments to be made hereunder and the obligations of the parties to be performed, the City and the Club hereby mutually covenant and agree as follows:

1. **DEFINITIONS**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) “**Adjacent City Building**” is the building identified by the number 13 on Exhibit “B” attached hereto that was previously utilized by the Club for its player-development operations and that is accessible via a driveway entrance on Solon Avenue and located adjacent to the Complex Facilities.
- (b) “**Ad Valorem Taxes**” means any and all ad valorem taxes and property taxes assessed against the Dunedin Facilities by any taxation authority, as well as any other taxes that are calculated or assessed based on the value of the Dunedin Facilities or the buildings or lands forming part of same.
- (c) “**Annual Capital Payment**” shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (d) “**Annual License Fee**” shall have the meaning ascribed thereto in subsection 27(b) of this Agreement.
- (e) “**Annual Naming Rights Revenues**” is the amount of Naming Rights Revenues attributable to a specific calendar year of the Term. Where the Club grants a third party naming rights to one or more of the Nameable Properties and is paid a specified annual amount of Naming Rights Revenues in connection with such grant of naming rights, then such annual amount will be the Annual Naming Rights Revenues for the purposes hereof. Where the Club instead receives a single specified lump sum amount of Naming Rights Revenues in return for the grant of naming rights to a third party then the amount of Annual Naming Rights Revenues will be deemed to be equal to the lump sum amount of Naming Rights Revenues divided by the number of calendar years to which it applies.
- (f) “**Additional Club Activities**” shall have the meaning ascribed thereto in subsection 3(c) of this Agreement.
- (g) “**Annual Naming Rights Revenues**” shall have the meaning ascribed thereto in Section 0 of this Agreement.

- (h) **“Base Field Maintenance Activities”** shall have the meaning ascribed thereto in subsection 8(f) of this Agreement.
- (i) **“BOC” or “Office of the Commissioner of Baseball”** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- (j) **“Capital Replacement”** means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of structural elements or improvements that enhance the underlying asset value of the Dunedin Facilities, or improvements that restore or increase the useful life of the Dunedin Facilities. These elements and improvements shall include, but shall not be limited to the following: (i) structural portions of the facilities, including but not limited to load-bearing walls; (ii) roof; (iii) seating (but only if more than twenty five (25) adjacent or proximate seats needs repair or replacement), railings, stairs or vomitoria; (iv) parking areas; (v) Scoreboards / Videoboards; (vi) mechanical, electrical and plumbing systems; (vii) HVAC systems and their components; and (viii) walls, gates and fences securing the Dunedin Facilities. This definition also includes replacement of material portions, to the extent necessary, of the following: lighting systems (but not individual fixtures or bulbs); electrical systems (but not individual lines or fixtures); and plumbing systems (but not pipes connecting to fixtures or individual fixtures). Not included in this definition is any damage required to be repaired by the City pursuant to Section 24 following a Casualty Event or any damage caused by an act or the negligence of the Club or the City, or their respective employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include Maintenance or Repairs in or upon the Dunedin Facilities which are not, in accordance with generally accepted accounting practices, generally understood to be of a capital nature in accordance with Internal Revenue Service Publication 523 (or similar provisions).
- (k) **“Capital Replacement Fund”** shall have the meaning ascribed thereto in Section 33 of this Agreement.
- (l) **“Capital Replacement Surcharge”** shall have the meaning ascribed thereto in subsection 12(d) of this Agreement.
- (m) **“Casualty Event”** shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (n) **“Casualty Event Interference”** shall have the meaning ascribed thereto in subsection 24(f) of this Agreement.
- (o) **“City Contribution”** shall mean the sum of \$5,663,000 (net present value) to be used toward the Improvements.
- (p) **“City Events”** shall have the meaning ascribed thereto in subsection 7(a) of this Agreement.



- (q) **“City Meeting”** will have the meaning ascribed thereto in subsection 4(b) of this Agreement.
- (r) **“City Group”** means the City, along with its elected representatives, officers, directors, contractors, employees, volunteers, and agents.
- (s) **“Club Activities”** means all Home Major League Team ST Games, Home Minor League Team Games, and Additional Club Activities but under no circumstances will include any City Event.
- (t) **“Club-Controlled Areas”** shall have the meaning ascribed thereto in Section 4 of this Agreement.
- (u) **“Club Group”** means the Club, along with its corporate affiliates, and each of their respective officers, directors, contractors, employees, volunteers and agents.
- (v) **“Club Repayment Obligation”** shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (w) **“Commissioner of Baseball”** means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- (x) **“Complex Facilities”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (y) **“Concessions Equipment”** means all of the fixed refrigeration, freezing, cooking, preparation, display and service equipment and supplies forming part of the Concessions Facilities.
- (z) **“Concession Facilities”** means those area(s) designated and used for food and beverage concession operations in accordance with the final construction drawings agreed to by the parties pursuant to the Development Agreement.
- (aa) **“Costs”** means all claims and causes of action (whether threatened or filed), losses, damages, judgments, liabilities, costs or expenses (including reasonable attorneys’ fees and other legal costs).
- (bb) **“County”** means Pinellas County, Florida.
- (cc) **“County Contribution”** shall mean the sum of \$41,700,000 (net present value) to be used toward the Improvements.
- (dd) **“Cut-Off Date”** shall have the meaning ascribed thereto in subsection 24(b) of this Agreement.
- (ee) **“Development Agreement”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ff) **“Disaster Mitigation Plan”** shall have the meaning ascribed thereto in subsection 24(i) of the

Agreement.

- (gg) **“Dunedin Facilities”** means collectively, the Grant Field Facilities and the Complex Facilities.
- (hh) **“Effective Date”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ii) **“Englebert Site”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (jj) **“Enumerated Event”** shall have the meaning ascribed thereto in subsection 32(a) of the Agreement.
- (kk) **“Executive Council”** means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.
- (ll) **“Existing Agreements”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (mm) **“FF&E”** means such furniture, fixtures, machinery, electronics or equipment located at the Dunedin Facilities, whether same were purchased and placed at the Dunedin Facilities as part of the Project and paid from the Project budget, or installed by or on behalf of the Club subsequent to the Threshold Date.
- (nn) **“Florida State League Season”** means the period of approximately April 1 to September 15 of each year, inclusive, and **“Florida State League games”** means all of the Minor League Team’s home games at the Dunedin Facilities during the Florida State League Season.
- (oo) **“Food and Beverage Concessionaire”** shall have the meaning ascribed thereto in subsection 13(b) of this Agreement.
- (pp) **“Food and Beverage Concessions”** shall have the meaning ascribed thereto in subsection 13(a) of this Agreement.
- (qq) **“Grant Field Facilities”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (rr) **“Home Major League Team ST Games”** shall have the meaning ascribed thereto in paragraph 3(a)(i) of this Agreement.
- (ss) **“Home Minor League Team Games”** shall have the meaning ascribed thereto in subsection 3(b) of this Agreement.
- (tt) **“Impermissible Relocation Event”** shall have the meaning ascribed thereto in paragraph 38(a)(i) of this Agreement.
- (uu) **“Improvements”** shall have the meaning ascribed thereto in the recitals to this Agreement.

- (vv) "**Indemnitee**" shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (ww) "**Indemnitor**" shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (xx) "**Initial Post-Renovation Term**" shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (yy) "**Maintenance**" means all day-to-day cleaning and general maintenance, but specifically excludes Repairs and Capital Replacement.
- (zz) "**Major League Baseball**" or "**MLB**" means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.
- (aaa) "**Major League Baseball Club**" or "**Major League Club**" means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- (bbb) "**Major League Constitution**" means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- (ccc) "**Major League Team**" shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ddd) "**Major League Team ST Program**" shall have the meaning ascribed thereto in subsection 18(b) of this Agreement.
- (eee) "**Milestone Events**" means the following milestone events (as may be further modified, supplemented or reduced by the Development Agreement):
- (i) Obtaining complete, final and unrestricted approval of the public funding sources from the City for the City Contribution, the County and the State of Florida to ensure the ultimate delivery of the necessary Project funds for the Improvements. The parties acknowledge and agree that in order to obtain the funding approval from the State of Florida, it will be necessary to submit an application to the State of Florida to be a Certified Applicant pursuant to Fla. Stat. 288.11631 and the parties shall submit such application on or before the later of (A) December 31, 2017, or (B) as soon as is reasonably practical after the date on which the County has formally agreed to make the County Contribution to the Improvements (and in any event no later than thirty (30) days after such formal agreement),

- (ii) Completing the required *Consultant Competitive Negotiation Act* procurement process required by Section 287.055 Florida Statutes (2017) to engage architects, engineers, and contractors (recognizing the Improvements may or may not include a design-build procurement) and for the City to ultimately approve the design and engineering, architectural design, plan preparation and permitting for the Improvements, in each case in a manner acceptable to both the Club and the City,
- (iii) Completing the final construction drawings necessary to undertake the Improvements and for the City to ultimately approve a guaranteed maximum price contract (GMP) with the contractor / Construction Manager at Risk, in each case in a manner acceptable to both the Club and the City, and
- (iv) Issuance of the complete, final and unrestricted Certificate of Occupancy for the Improvements (and, to the extent applicable, all other portions of the Dunedin Facilities) by the City. Substantial completion of the Improvements and/or a partial or temporary Certificate of Occupancy, as well as project closeout, would have occurred prior to the completion of this Milestone Event.
- (fff) “**Minor League Team**” shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ggg) “**MLB Approval**” means, with respect to the Major League Clubs, the Commissioner of Baseball, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).
- (hhh) “**MLB Entity**” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.
- (iii) “**MLB Governing Documents**” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

- (jjj) **"MLB Rules and Regulations"** means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner of Baseball, the BOC or any other MLB Entity as in effect from time to time.
- (kkk) **"Nameable Properties"** shall have the meaning ascribed thereto in Section 0 of this Agreement.
- (lll) **"Naming Rights Revenues"** means revenues received by the Club from a third party specifically on account of the right to have its corporate name or the name of one of its products or services form part of the name of a Nameable Property, less any amounts expended by the Club in order to implement such right. For certainty, **"Naming Rights Revenues"** will not include (1) amounts loaned, contributed, advanced or paid by Pinellas County, Florida, the State of Florida, or any other governmental body or agency in connection with construction costs, design costs, maintenance, repairs, capital improvements or replacements, bond financing or other similar matters related to the Dunedin Facilities, (2) amounts generated by the Club from a third party on account of other rights or benefits made available by the Club to such third party, such as rights to utilize signage spaces, rights of association / rights to utilize trademarks or logos owned or controlled by the Club, or rights to engage in promotions or other marketing activities, or (3) any taxes or other similar amounts that the Club is required to collect in connection with Naming Rights Revenues.
- (mmm) **"New Training Center"** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (nnn) **"Ownership Committee"** means the Ownership Committee of Major League Baseball and any successor body thereto.
- (ooo) **"Permissible Relocation Event"** shall have the meaning ascribed thereto in paragraph 38(a)(ii) of this Agreement.
- (ppp) **"Person"** means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.
- (qqq) **"Preliminary Construction and Renovation Agreement"** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (rrr) **"Pre-Renovation Term"** shall have the meaning ascribed thereto in Section 1.2 of this Agreement.
- (sss) **Project** means the renovation, construction, expansion and relocation of the Dunedin Facilities, all as implemented in accordance with the Development Agreement and including, unless otherwise mutually agreed by the parties in writing, the Improvements.

- (ttt) **“Promotional Properties”** shall have the meaning ascribed thereto in subsection 17(b) of this Agreement.
- (uuu) **“Renewal Term”** shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (vvv) **“Repairs”** means all customary maintenance and operational repairs to buildings, building systems (e.g. heating / cooling, plumbing, electrical and drainage), fields, parking lots and grounds that do not constitute, or are not more appropriately addressed by way of, Capital Replacement as defined herein.
- (www) **“Restoration Standard”** shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (xxx) **“Shared Use Practice Fields”** means the three (3) baseball training fields located at the southern portion of the Complex Facilities and identified as fields 2a on the second illustration contained in Exhibit “B” attached to this Agreement.
- (yyy) **“Scoreboards / Videoboards”** shall have the meaning ascribed thereto in Section 19 of this Agreement.
- (zzz) **“Solon Avenue Parking Lot”** means the entrance driveway and paved parking spots located immediately north of Solon Avenue and south of the Adjacent City Building, along with the grass parking lot located immediately north of Solon Avenue and to the east of the Adjacent City Building, all of which is identified by the number 14 on the second illustration contained in Exhibit “B” attached to this Agreement.
- (aaaa) **“Special Damages”** shall have the meaning ascribed thereto in Section 33 of this Agreement.
- (bbbb) **“Spring Training Season”** means, in each calendar year of the Term, the period during which the Major League Team and other professional baseball players conduct Spring Training.
- (cccc) **“Stadium”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (dddd) **“Term”** shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (eee) **“Threshold Date”** means the last date on which all of the following events have occurred:
- (i) the parties hereto have each executed and delivered this Agreement to the other party,
  - (ii) an award of funds has been made to the City by the Florida Department of Economic Opportunity pursuant to Section 288.11631, Florida Statutes, as amended, in an amount not less than \$20,000,000 (i.e. \$1,000,000 per year for a period of 20 years),

- (iii) an award of the County Contribution (relating to a distribution of the County's Tourist Development Tax) has been made to the City by the County pursuant to an Interlocal Agreement or other similar binding instrument,
  - (iv) the parties hereto have each negotiated in good faith to finalize and have executed and delivered the Development Agreement to the other party, and
  - (v) the Milestone Events described and defined in subsection 1(eee) of this Agreement have been satisfied, and
  - (vi) the parties have received all necessary MLB Approvals.
- (ffff) "Total Games Requirement" shall have the meaning ascribed thereto in paragraph 3(a)(i) this Agreement.
- (gggg) "Term" shall have the meaning described in Section 2 of this Agreement.
- (hhhh) "Vanech Site" shall have the meaning ascribed thereto in the recitals to this Agreement.

**1.1 TERMINATION OF EXISTING AGREEMENTS AND SUPERCEDING EFFECT.**  
 The Parties hereby confirm that, as of the Effective Date:

- (a) the Existing Agreements are terminated and of no further force and effect, and
- (b) this Agreement supercedes and replaces the 2017 License Agreement in its entirety.

**1.2 THRESHOLD DATE.**

- (a) Impact of Threshold Date. It is the shared intention of the parties to achieve the earliest Threshold Date that is reasonably possible in all of the circumstances. As of the Effective Date, the parties goal is to achieve a Threshold Date of February 15, 2020, or earlier.
- (b) Agreement Terms Applicable Between the Effective Date and the Threshold Date. The parties hereby acknowledge and agree that from the Effective Date until one of paragraph (i) or (ii), as applicable, takes effect (the "Pre-Renovation Term"), they will be bound exclusively by the terms and conditions contained in Sections 36, 39 and 40 of this Agreement, paragraph 27(a)(v) of this Agreement (only if and as applicable), and those terms and conditions contained in Exhibit "D" to this Agreement, and none of the other terms and conditions of this Agreement, nor any of the other Exhibits to this Agreement, will have any effect or application.
  - (i) In the event that all of the conditions set out in subsection 1(eeee) have not been satisfied by February 15, 2021, or such later date as provided as may be mutually agreed to in writing by the City and the Club, then this Agreement shall automatically terminate.

- (ii) In the event that all of the conditions set out in subsection 1(eeee) have been satisfied by February 15, 2021, or such later date as provided as may be mutually agreed to in writing by the City and the Club, then such date will constitute the Threshold Date and Exhibit “D” will be deemed to be of no further force or effect and the Parties will be bound exclusively by the terms and conditions set out below and in the other Exhibits to this Agreement.

2. **TERM.** Subject to Section 1.2, above (which specifies the operative provisions during the Pre-Renovation Term and the establishment of the Threshold Date, if any), the initial term of this Agreement will be twenty five (25) years commencing on the Threshold Date and ending on December 31 of the year in which occurs the twenty-fifth (25<sup>th</sup>) anniversary of the Threshold Date (the “**Initial Post-Renovation Term**”). The Club shall have the option to extend the Agreement for up to five (5) additional two (2) year periods (each, a “**Renewal Term**”) by giving written notice to the City not later than October 1 in the last calendar year of the Initial Post-Renovation Term or the then-current Renewal Term, if applicable. Any such notices shall be sent to the City in accordance Section 39 of the Agreement. The Initial Post-Renovation Term and the Renewal Term(s), if any, hereunder are collectively referred to herein as the “**Term**”.

### 3. **CLUB ACTIVITIES AT THE FACILITIES.**

#### (a) Major League Team.

- (i) The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, for each Spring Training Season during the Term. Subject to the MLB Rules and Regulations, the Club agrees to cause the Major League Team to play no less than an average of fifteen (15) games at the Dunedin Facilities per Spring Training Season occurring during the Initial Post-Renovation Term (of which at least fourteen (14) will be against other Major League Clubs), for a total of three hundred and seventy five (375) games over the Initial Post-Renovation Term (the “**Total Games Requirement**”). For certainty, games played by the Major League Team against the Canadian national team and games against World Baseball Classic teams will count towards the Total Games Requirement. Games that are cancelled due to inclement weather will be counted as games played relative to the Total Games Requirement, if the appropriate officials have formally cancelled the games citing such inclement weather. Those home games played by the Major League Team hereunder during Spring Training (the “**Home Major League Team ST Games**”) will be played at the Grant Field Facilities.

- (ii) In the event that the number of games to be played at the Dunedin Facilities is reduced pursuant to the MLB Rules and Regulations, the parties will consult with each other and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Agreement as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder.

- (iii) In the event that, upon the expiry of the Initial Post-Renovation Term, the Club has not met the Total Games Requirement, then the Initial Post-Renovation Term will be deemed extended for one (1) additional year and, upon the conclusion of the Spring Training Season



occurring during such additional year, the Club will be deemed to have met the Total Games Requirement. Provided the Club makes reasonable efforts to meet the Total Games Requirement, during the Term, the Major League Team shall be allowed to play Spring Training and exhibition games in which it is designated as the “home” team at sites other than the Dunedin Facilities.

- (b) **Minor League Team.** During each calendar year of the Term in which the Club engages in Spring Training of the Major League Team at the Dunedin Facilities, the Club shall also engage in home games of the Minor League Team played as part of the Florida State League regular season at the Grant Field Facilities (the “**Home Minor League Team Games**”). The City shall ensure that Dunedin Facilities are available for such uses.
- (c) **Additional Uses by the Club.** The Club shall be entitled to operate, host, conduct or authorize any or all of the following at the Dunedin Facilities (collectively the “**Additional Club Activities**”):
  - (i) specialty camps and programs for baseball players, whether such players are members of the Club’s Major League Team, Minor League Team or any other team affiliated with the Major League Team and regardless of the time of year during which such camps and programs take place;
  - (ii) rehabilitation programs for baseball players;
  - (iii) “Fantasy Camps” and other similar programs operated for members of the public, corporate partners or others;
  - (iv) games of minor league baseball teams other than the Minor League Team (e.g. Gulf Coast League games);
  - (v) concerts, theatrical performances and any other event intended for general entertainment purposes;
  - (vi) audio / visual shoots; and
  - (vii) such other camps, programs, endeavors, activities and uses as may be determined by the Club from time to time, provided same are not in direct conflict with any specific provision of this Agreement.

#### 4. CLUB-CONTROLLED AREAS.

- (a) The Club shall have the exclusive use of the following portions of the Dunedin Facilities (collectively, the “**Club-Controlled Areas**”):
  - (i) At the Grant Field Facilities: the home clubhouse (including locker rooms, training areas, coaches areas, laundry areas, weight rooms and other adjacent spaces); the visiting clubhouse; all change-rooms; all office spaces and adjacent areas (e.g. balconies, elevators,

server rooms, stairwells, waiting areas), the Concession Facilities; all retail shop locations and related storage areas, all pitching mounds and batting cages / tunnels; all grounds crew and maintenance spaces; all box office buildings and locations; and the private / reserved parking lots; and

- (ii) At the Complex Facilities: the New Training Center; all parking lots excepting the Solon Avenue Parking Lot, all full and half baseball fields other than the Shared Use Practice Fields; all agility fields (covered and uncovered); all batting cages / tunnels; all gang mounds; all grounds crew and maintenance spaces, and the viewing tower / concession building;

and such other spaces, areas and facilities as otherwise may be specifically identified by the parties in the Development Agreement.

The City shall not use or permit use of any of the Club-Controlled Areas without the prior written consent of the Club, which consent may be withheld in the Club's sole and absolute discretion. Without limiting the Club's rights in connection with the Club-Controlled Areas and other portions of the Dunedin Facilities, as of the date hereof, the Club intends to continue its past practice of permitting members of the public to enter upon portions of the Complex Facilities in order to view Spring Training and other Club activities taking place thereon.

- (b) From time to time during the Term, and in accordance with the following, the City may, on occasion, be permitted to use a boardroom or similar meeting space within the Club-Controlled Areas at the Stadium for the purpose of one or more meetings, events or similar uses by public officials or City personnel for conducting official City business (each, a "City Meeting"). No City Meeting will be permitted during any Spring Training Season, or outside of normal business hours, and the Club will not have any obligation to permit any specific minimum number of City Meetings. At all times, the Club's operations within the Club-Controlled Areas shall take precedence over any requested City Meeting. Subject to the foregoing, the Club agrees to consider any City requests to schedule a City Meeting as are submitted in writing to the Club's Director, Florida Operations, or such other person designated by the Club from time to time, and to advise the City of whether any particular request is approved or denied. The City may schedule up to seven (7) City Meetings in any calendar year.

#### **5. CITY RESPONSIBILITIES IN CONNECTION WITH ADJACENT CITY BUILDING AND ASSOCIATED PARKING.**

- (a) The Adjacent City Building is not part of the Complex Facilities licensed to the Club pursuant to this Agreement and the City shall have sole control and responsibility for the Adjacent City Building, including, but not limited to, all maintenance, repairs, capital replacement and third party liabilities connected to same.
- (b) The City will have the right to use the Solon Avenue Parking Lot for the purpose of vehicle and pedestrian access to the Adjacent City Building and parking by City staff and visitors to the Adjacent City Building. The City accepts the Solon Avenue Parking Lot on an "as is where is" basis in all such cases and shall not require any action regarding maintenance or

improvements on the part of the Club in connection with the Solon Avenue Parking Lot.

- (c) The City hereby waives any and all rights whether now existing or arising in the future to make any claims of any kind against the Club or any of the Club Group in connection with any loss of or damage to person or property that is in any way caused or contributed to by the playing of or practicing of baseball on or in the Complex Facilities. By way of illustration and not limitation, the Club shall not be responsible for any damage to the Adjacent City Building or to City vehicles parked in the aforementioned parking lot or injury to any individuals using the lot, in each case that may result from baseballs or other activities taking place at the Complex Facilities. Further, notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with the Adjacent City Building and activities occurring in connection therewith, as well as any use of the Solon Avenue Parking Lot by City staff and visitors, including but not limited to, the acts or omissions of such person and any legal proceedings brought by such persons (for example, legal proceedings claiming a right to compensation for injury or damage caused to visitors or their vehicles by baseballs originating from the Complex Facilities).

#### **6. PRIORITIZATION OF USE.**

- (a) **Club Priority.** During the Term of this Agreement, and notwithstanding any contrary provision of this Agreement, the Club shall have ultimate scheduling priority at the Dunedin Facilities with respect to:
- (i) all Spring Training games to be played by the Major League Team,
  - (ii) all other Club-related activities occurring during the Spring Training Season, and
  - (iii) any activities or events scheduled by the Club prior to receiving a request from the City for a conflicting date or use.
- (b) **Use of Dunedin Facilities by Other Organizations.** Excepting only City Events as described in subsection 7(a) hereof and use of the Shared Use Practice Fields pursuant to Section 8, the Club shall have sole authority, specifically including scheduling and administration over use of the Dunedin Facilities by Third Party Organizations, whether for baseball purposes and purposes related thereto, or for such other purposes as may be approved by the Club. The Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments (including, but not limited to, costs of the Club's maintenance and overhead) for Third Party Organizations as it shall deem to be appropriate under the circumstances. Without limiting the Club's rights and discretion pursuant to the foregoing, the Club will make reasonable efforts to continue to coordinate annually with one or both of Dunedin High School and/or the Pinellas County School Board to try and accommodate games and/or practices for the Dunedin High School varsity baseball team at the Dunedin Facilities, to the extent it can do so on terms acceptable to the Club and without hampering or detracting from the activities described in subsection 6(a) or harming the

condition of the baseball fields used for the Club's activities.

## 7. CITY EVENTS.

- (a) **General.** Subject to subsection 6(a) of this Agreement, the Dunedin Facilities, with the exception of the Restricted Club Areas, will be made reasonably available to the City for public recreational events and other uses, specifically including multi-day public uses and recreational events.
- (b) **Scheduling.** In order to schedule an event hereunder, the City shall provide the Club, in writing, with the maximum amount of advance notice of the type of event it proposes to schedule, the date(s) and time(s) for the event, the specific portions of the Dunedin Facilities needed for the event, along with all other pertinent details (including, but not limited to, the anticipated number of attendees, whether the event will be ticketed, and the specific activities anticipated to form part of the event). No event will be considered scheduled until the event and the related details are confirmed in writing by the Club's Director, Florida operations or such other individual designated by the Club from time to time. Such Club confirmation may be delivered by email. Upon confirmation in accordance with the foregoing, the event will be deemed to be a "City Event" for the purposes of this Agreement. An example of a City Event that has taken place in the past is the City's Holiday Christmas Parade.
- (c) **Responsibility.** As between the parties, the City shall have sole and exclusive responsibility for all aspects of each scheduled City Event. Without limiting the generality of the foregoing, unless otherwise specifically agreed by the Club in writing, the City shall be solely and exclusively responsible for:
- (i) any and all costs, expenses and liabilities associated with each City Event,
  - (ii) furnishing any and all personnel, equipment and supplies needed for each City Event,
  - (iii) managing all administration, communications and public relations in connection with each City Event; and
  - (iv) ensuring adequate security and access controls for each City Event.
- (d) **Post-Event Cleaning and Return of Dunedin Facilities.** Upon the conclusion of each City Event (or, in the case of any multi-day City Event, upon the conclusion of each day of the City Event), the City shall arrange and pay for cleaning of all of those portions of the Dunedin Facilities that were made available to it for the City Event, whether or not all of those portions were in fact utilized. Upon the conclusion of each City Event, the City shall remove all equipment and any other materials, if any, that were brought into the Dunedin Facilities in connection with such City Event and leave the Dunedin Facilities in as good condition as they were in immediately prior to the City, or anyone acting on its behalf, first entering the Dunedin Facilities in connection with the City Event.
- (e) **Reimbursement of Club Expenses.** City shall reimburse the Club for any and all expenses it

incurs in connection with each City Event, including, but not limited to, any expenses in relation to utilities, supplies and personnel supplied by the Club. During the scheduling process described in subsection 7(b), above, the Club shall provide the City with an estimate of the costs it anticipates incurring in connection with the particular event (based on the details provided by the City), provided that such estimate shall not limit the City's obligation to reimburse the actual expenses hereunder. Within a reasonable period of time following each City Event, the Club shall provide the City with an invoice for its expenses, if any the City shall pay each such invoice within thirty (30) days of receipt.

- (f) **City Event Indemnity.** Notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with any City Event, including but not limited to, the acts or omissions of persons attending any City Event and any legal proceedings brought by persons attending any City Event.

## **8. CITY CONTROL OF SHARED USE PRACTICE FIELDS.**

- (a) **City Control Period.** During each calendar year of the Term in respect of which the City exercises its option pursuant to subsection 8(b), and subject to the remainder of this Section 8 and the other provisions of this Agreement, the City shall be entitled to the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot during the period that commences on the day that is one (1) week following the later of the final day of Major League Spring Training and Minor League Spring Training and that ends on November 10 of the same calendar year (the "City Control Period").
- (b) **City Option.** In order to establish the City Control Period in any calendar year of the Term, the City shall be required to provide affirmative written notice of its election to avail itself of the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and such notice must be delivered to the Club between October 1 and December 1 of the immediately preceding calendar year. By way of illustration, if the City wishes to establish the City Control Period during the 2025 calendar year, it shall be required to provide affirmative written notice of its desire to do so, delivered to the Club between October 1 and December 1, 2024. Should the City fail to provide such notice, then there shall be no City Control Period during the applicable calendar year, and the provisions of this Section 8 will not apply in respect of such calendar year (i.e. all fields shall remain under Club control). City Events described in Section 7 of this Agreement may still take place at the Dunedin Facilities under Club Control.
- (c) **City Management and Oversight.** During the City Control Period, and except as otherwise indicated below, the Shared Use Practice Fields and the Solon Avenue Parking Lot shall, as between the parties, be treated in the same manner as any other parkland or public recreation facility owned or managed by the City and the City shall be solely responsible to manage and oversee the Shared Use Practice Fields, the Solon Avenue Parking Lot, and their use during the City Control Period. The City shall be entitled, acting legally and reasonably and in good faith at all times:

- (i) to create and enforce policies applicable to public use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and
- (ii) to grant the use of the Shared Use Practice Fields and the Solon Avenue Parking Lot to persons and organizations other than the City (collectively, “**Third Party Organizations**”), and to require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments for Third Party Organizations as it shall deem to be appropriate under the circumstances. For certainty, it is the intention of the parties that, during any calendar year in connection with which the City has exercised its option pursuant to subsection 8(b), above (i.e. a calendar year in which there is a City Control Period), any and all uses of the Shared Use Practice fields by Dunedin Little League or Dunedin High School will be managed by the City hereunder.

For certainty, the City (x) shall be permitted to charge use fees or payments in connection with the Shared Use Practice Fields but not the Solon Avenue Parking Lot, (y) shall not use its oversight and control of the Shared Use Practice Fields or the Solon Avenue Parking Lot for any barter or exchange for the use of facilities controlled by another organization, and (z) shall not engage in or permit any activities on the Shared Use Practice Fields or the Solon Avenue Parking Lot that are competitive with or that have the potential to undermine or negatively impact any of the Club’s operations or activities.

- (d) Ensuring Activities Not Likely to Cause Damage. The City acknowledges and agrees that, notwithstanding its rights hereunder, the primary purpose of the Shared Use Practice Fields is their use by the Major League Team, the Minor League Team and other professional baseball players during Spring Training and the City shall not engage or permit any other person or entity to engage in any behavior or activity that is likely to cause any type of damage to any part of the Shared Use Practice Fields or any adjacent portions of the Dunedin Facilities. By way of illustration and not limitation, (i) the City shall not permit the Shared Use Practice Fields to be used for softball, (ii) the City shall ensure that when bases are placed on the Shared Use Practice Fields they are placed at the correct locations, using standard measurements for baseball (i.e. bases 90 feet apart), and (iii) the City shall not mark lines on the Shared Use Practice Fields or use any products or tools on the Shared Use Practice Fields unless it has discussed same with the Club and received the Club’s approval in advance. In connection with its responsibilities hereunder, the City shall ensure that all uses of the Shared Practice Fields during the City Control Period are supervised by the City.
- (e) City Responsible. Subject only to the following subsection, the City shall be solely, directly and exclusively responsible for any and all expenses associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, throughout the City Control Period and in connection with same. Further, and notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold the Club and the other members of the Club Group harmless from and against any and all Costs which may be caused by, contributed to or in any way associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, their use during the City Control Period or their administration and oversight by the City, including, but not limited to, any action or other legal

proceeding brought by any user of the Shared Use Practice Fields or the Solon Avenue Parking Lot in connection with any time period that falls within the City Control Period, regardless of the basis of such action or other legal proceeding.

- (f) **Base Field Maintenance Activities.** Throughout the City Control Period, the Club shall continue to be solely responsible for the Maintenance and Repair of the Shared Use Practice Fields and shall engage in regular day-to-day watering and other similar day-to-day upkeep of same (which does not include painting lines or supplying bases or other similar items). For certainty, the Club shall be responsible to engage only in those day-to-day activities required to maintain the Shared Use Practice Fields to a reasonable standard for public baseball fields (the “**Base Field Maintenance Activities**”) and not to a Major League standard or other similar standard during the City Control Period.
  
- (g) **Base Field Maintenance Costs.**
  - (i) The Club will not charge the City any amounts for the following supplies and consumables utilized in connection with the Base Field Maintenance Activities: water and irrigation (not including replacement of irrigation equipment due to damage during the City Control Period), pesticides, fertilizer, paint for outfield lines. In addition, the Club agrees not to charge the City any amounts on account of personnel or equipment costs incurred by the Club in connection with day-to-day basic cutting of grass at the Shared Use Practice Fields.
  
  - (ii) Subject to the preceding paragraph, the Club will be permitted to charge the City for costs incurred by the Club on account of personnel and materials involved in cleaning up, maintaining and repairing the Shared Use Practice fields during the City Control Period. By way of illustration and not limitation, the Club will be permitted to charge the City for labor and material costs incurred in connection with blowing clay off the grass, raking clay areas, cleaning of dugouts and fields and repairing any damage to the Shared Use Practice Fields. Where the Club is seeking payment in connection with the foregoing, it will send the City an invoice for same and the City will pay all such invoices within thirty (30) days of receipt.
  
- (h) **Utilities Expenses.** The City shall reimburse the Club for all electricity and other utilities expenses incurred by it in relation to the Shared Use Practice Fields during the City Control Period. The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.
  
- (i) **Reimbursement of Additional Club Costs.** In the event that, in order to maintain or repair the fields to the appropriate standards for use by professional baseball players at the conclusion of the City Control Period, the Club undertakes any Maintenance and Repair in excess of the Base Field Maintenance Activities or incurs expenses that would have been reimbursable pursuant to paragraph 8(g)(ii) but were not previously reimbursed, then the City shall reimburse the Club for the expenses incurred by it (in connection with materials, utilities, personnel and equipment). The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.

**9. PRIVATE AND PUBLIC USES.** The parties will use reasonable efforts to agree on the shared control and use of the Dunedin Facilities for the entire Term of this Agreement in a manner that will result in the lowest Ad Valorem Tax impact that can be achieved (should such tax be levied against all or part of the Dunedin Facilities), and except as is specifically otherwise provided herein, the Club shall not have the complete exclusive use of any of the Dunedin Facilities (notwithstanding the choice of terminology) and they shall be allocated between a public and a private use in a manner that assures that the taxability of the Dunedin Facilities for Ad Valorem Tax purposes and other applicable taxes, if any, will be at the lowest possible level of property taxes of any kind arising from the use of said Dunedin Facilities by the Club.

**10. OPERATIONAL PERSONNEL.**

- (a) Operational Personnel Provided by the Club. The Club will provide all personnel it determines to be necessary for the conduct of its operations at the Dunedin Facilities for all home Spring Training games played by the Major League Team, all home games played by the Minor League Team, and, save for use by or at the request of the City, all other personnel required for its use and occupancy of the Dunedin Facilities. Without limiting the foregoing, the Club will be responsible to provide personnel for ticket-selling and ushering for all Major League Team Spring Training games, ticket-selling and ushering for all Minor League Team games, and cleaning of Club-Controlled Areas.
- (b) Public Events: The City will be solely responsible for all operational, maintenance, security and other personnel and costs of any kind for City Events and any other events scheduled by or through the City at the Dunedin Facilities. Subject only to the preceding sentence, the City shall not be required to provide any operational, maintenance or security personnel at the Dunedin Facilities.

**11. MAINTENANCE.**

- (a) General. Except as otherwise indicated in this Section 11, Club shall be responsible to arrange and pay for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, for greater certainty, Maintenance and Repairs of: (1) Club-Controlled Areas; (2) Scoreboards / Videoboards; (3) public washrooms; (4) elevators and ADA lifts; (5) parking lots (including resurfacing and striping); (6) Stadium seating (including seat backs, bottoms and framing); (7) fencing; (8) protective netting; (9) ornamental landscaping; (10) painted surfaces; (11) irrigation systems; (12) roofs; (13) drainage and utility lines; (14) light standards; and (15) lighting facilities (including bulb replacement and aiming of field lights in accordance with MLB standards). Upon the end of the Term and returning to exclusive possession of the City, the Club shall return the Dunedin Facilities in substantially the same condition as they were at the commencement of the Term, save and except for any City required Maintenance and Repairs, any permitted modifications to the Dunedin Facilities and reasonable wear and tear.
- (b) Exceptions.
  - (i) Where Maintenance and Repairs to the Dunedin Facilities are the result of or related to (1)



City Events, or any public use of the Dunedin Facilities by or through the City or at the City's request, (2) the existence, operation or use of the Adjacent City Building, (3) the use of the Solon Avenue Parking Lot by the City and its guests, or (4) the Shared Use Practice Fields, the Solon Avenue Parking Lot and/or the use of same during the City Control Period, the Club shall undertake the necessary Maintenance and Repairs and the City shall promptly reimburse the Club's costs in respect of same.

(ii) Maintenance and Repairs necessitated by a Casualty Event will be addressed in accordance with Section 24 of this Agreement.

(c) Playing Fields Maintenance. Subject to the following, the Club shall be solely responsible for Maintenance and Repair of all playing fields at the Dunedin Facilities, and during those periods when in use by the Major League Team, the Minor League Team or other professional baseball players, the Club shall maintain all such playing fields to a standard similar to Major League playing facilities. When any other person or organization desires to use the playing fields for any purpose, the Club shall have the sole and exclusive right to oversee such use and to require modifications to such use if necessary to preserve the condition of the fields for use by professional baseball players and/or to charge fees and expenses to such user(s) in order to compensate the Club for its Maintenance and Repair costs. Excepting City use of playing fields pursuant to Section 8, which shall be addressed in accordance with that Section, where the use of the playing fields is by the City or at the City's request, the City shall reimburse the Club all of its Maintenance and Repair expenses incurred (in connection with materials, utilities, personnel and equipment) in order to maintain or repair the fields to the appropriate standards for use by professional baseball players.

(d) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Agreement, shall be to a standard that they are in good operating condition and shall be cared for in a manner reasonably calculated to preserve and extend their useful life.

(e) Maintenance Personnel. The Club shall ensure that it employs or contracts for an appropriate number of full and part-time personnel for the purpose of the Maintenance responsibilities set forth herein. When acting on the Club's behalf, such persons shall not be deemed to be the agents or employees of the City in any manner whatsoever.

## 12. TICKET SALES AND REVENUE.

(a) Ticket Prices and Charges. The Club shall have the sole right and responsibility to set ticket prices and other admission charges, as well as any associated service, delivery, processing and other charges (collectively, the "Admission Fees") in connection with all Club Activities.

(b) Ticketing Operations. The Club shall have the sole right and responsibility to manage all ticketing operations (including but not limited to personnel, and the selection of any software or third party service providers) in connection with all Club Activities.

(c) Right to Collect and Retain Revenues. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities

(d) Capital Replacement Surcharge. Notwithstanding the foregoing, the Club hereby agrees to impose a surcharge in the amount of Two Dollars in United States currency (USD \$2.00) (inclusive of all applicable taxes) (the “**Capital Replacement Surcharge**”) on the first (i.e. the “primary”) sale of each admission ticket to a Major League Team Game played at the Grant Field Facilities during the Term, exclusive only of complimentary tickets issued by the Club. For certainty, the Club shall have the sole discretion to modify the amount of the Capital Replacement Surcharge provided that it does not reduce it below the aforementioned amount. The Capital Replacement Surcharge will be shown on each such ticket and added to the ticket price and paid directly by ticket purchasers. Within sixty (60) days following the conclusion of each Spring Training Season during the Term, the Club shall remit to the City the aggregate of all Capital Replacement Surcharges collected during such Spring Training Season, less any taxes paid in connection with same. However, the Capital Improvement Surcharge shall not include any amounts collected in connection with refunded tickets. The City shall immediately deposit all amounts received hereunder into the Capital Replacement Fund maintained by the City in accordance with Section 33 of this Agreement.

### 13. FOOD AND BEVERAGE CONCESSIONS.

(a) Food and Beverage Concessions. The Club shall have the exclusive right and responsibility to oversee, manage and operate all food and beverage preparation, sales and distribution at and from the Dunedin Facilities, specifically including utilizing the Concessions Facilities and the Concessions Equipment (collectively, the “**Food and Beverage Concessions**”). The Club shall be solely entitled to collect and retain all revenues generated from the Food and Beverage Concessions. Without limiting the foregoing, the Club shall be entitled to exclusively operate the Food and Beverage Concessions during Home Major League Team ST Games and Home Minor League Team Games. The Club shall have the exclusive right to use the Concessions Equipment that exists as of the Threshold Date, and the Club shall be solely responsible for any maintenance, repair or replacement of same during the Term (for certainty, the Club shall be permitted to require a Food and Beverage Concessionaire (defined below) or other third party to provide and pay for some or all of such repair, maintenance or replacement). Further, any additions or modification to Concession Equipment during the Term will be at the Club’s sole expense, unless otherwise agreed by the City or paid for by the Food and Beverage Concessionaire or other third party. The Club will also have the sole right and responsibility for all food and beverage matters within the Club-Controlled Areas and for the maintenance, repair and, when determined by the Club to be necessary, replacement of cooking and other kitchen equipment.

(b) Third Party Concessionaire. The Club shall have the right to contract with one or more third parties in order to manage any of the aforementioned rights and responsibilities on its behalf (the “**Food and Beverage Concessionaire**”).

(c) Local Foods and Beverages. The Club shall endeavor to achieve the City’s public policy to incorporate local ingredients, products and/or vendors into the food and beverage service at the Stadium during Home Major League Team ST Games. By way of illustration, the Club may seek to include locally-brewed beers in the selection of beers made available for purchase

or the Club may seek to include locally sourced fish and/or other food products and ingredients. The Club agrees that, during each Spring Training Season, it shall stock and sell (or have its Food and Beverage Concessionaire) stock and sell at least one (1) food or beverage product that is produced or manufactured locally or produced or manufactured by a person or entity that is commonly recognized as being local. In cooperation of the Club's efforts described above, the City agrees to assist the Club in negotiating preferred pricing, delivery, insurance and other arrangements in connection with local ingredients, products and vendors. In the event that the Club and/or the Food and Beverage Concessionaire establishes an annual process to review and consider food and beverage selection at the Dunedin Facilities, the Club shall make reasonable efforts to include the City in such process or to obtain input from the City in connection with same. The concepts set forth herein shall be pursued in good faith but shall not create an event of a default under this Agreement and shall not limit the Club's rights and obligations to any third parties, specifically including the Food and Beverage Concessionaire.

- (d) Alterations to Concession Facilities. The Club shall not make any material structural alterations or improvements to the Concession Facilities without providing prior written notification to the City and seeking the City's prior consent, which consent will not be unreasonably withheld. Any alterations or improvements shall be done in a commercially reasonable and workmanlike manner that are complimentary to the Project design as set forth in the Development Agreement.
- (e) Food and Beverages at City Events. In the event that the City desires to offer food and/or beverages at any approved City Event, the City shall notify the Club in writing of such desire a minimum of forty five (45) days in advance of the applicable City Event date. Upon receipt of such notice, the Club and/or the Food and Beverage Concessionaire (as applicable) shall consider the City's request. If the Club and/or the Food and Beverage Concessionaire (as applicable), is agreeable to provide food and beverage service at the applicable City Event, a written response regarding said service, along with any terms and conditions that may apply shall be provided to the City. Upon receiving any such written response, the City shall promptly notify the Club confirming its intentions to proceed with or decline the service and proposed terms and conditions. In the event that the Club and/or the Food and Beverage Concessionaire (as applicable) decline to provide food and beverage service at the applicable City Event, or if the City declines service offered in accordance with the foregoing, then the Concession Facilities shall not be in use at the applicable City Event.
- (f) City Cooperation. During the Term of this Agreement, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages (and any other food or beverage items that require a license) during Home Major League Team ST Games, Home Minor League Team Games and Club Activities. Throughout the Term, the Club, either directly or through a Food and Beverage Concessionaire contracted for the purpose of and beverage sales, shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities. In the event that the City sells alcoholic beverages within the Dunedin Facilities during City events, the City will be responsible for obtaining the necessary license for the same or utilizing the Food and Beverage Concessionaire if the sale of alcoholic beverages is an exclusive right in the Food and Beverage Concessionaire agreement. The Club

shall communicate with the City regarding any such terms that may be included in the Food and Beverage Concessionaire agreement. In the event that the Food and Beverage Concessionaire declines to provide service of alcoholic beverages for any City Event and the City desires to do so itself, the Club will make reasonable efforts to cause the Food and Beverage Concessionaire to place its liquor license in escrow or take other reasonable steps as may be necessary to permit the City to obtain its own liquor license (provided that if any out-of-pocket costs are incurred in doing so, the City shall be responsible to reimburse same).

#### **14. OTHER CONCESSIONS AND MERCHANDISE.**

- (a) Club Control. Subject only to the following subsection, the Club shall have the sole right and responsibility to control the sale of all merchandise, novelties, program and other items at the Dunedin Facilities and shall have the exclusive control of all spaces and equipment utilized for the foregoing. The Club shall be free to contract with a third party to operate any or all of the foregoing on terms and conditions approved by the Club in its sole and absolute discretion. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities.
- (b) Merchandise at City Events. Subject to the other provisions of this Agreement related to City Events, the City shall, during City Events taking place at the Dunedin Facilities, be permitted to distribute and/or sell a reasonable amount of event-related clothing items and other similar event-related merchandise and to collect and retain all revenues therefrom. The City will be solely responsible for all costs and expenses associated with the foregoing. For certainty, event-related merchandise specifically excludes any merchandise that relates to baseball in any way and any merchandise that bears any intellectual property owned or controlled by the Club or Major League Baseball, including but not limited to merchandise that bears any names, logos, and/or fonts related to the Major League Team or the Minor League Team or that bears the name or likeness of the Stadium.

**15. PARKING.** Except as otherwise specified in this Agreement, the Club shall have the sole right and responsibility to control all vehicle parking at the Dunedin Facilities and to collect and retain all revenues generated from same. Notwithstanding the foregoing and unless otherwise mutually agreed, for City Events held at the Dunedin Facilities, the City shall have the right to control the public parking areas (i.e. those parking lots not included in the Club-Controlled Areas). Either party will be entitled to establish off-site parking for Home Major League Team ST Games or Home Minor League Team Games. In the event that a party does so, such party will be entitled to collect and retain any revenues generated from the off-site parking it establishes and will be responsible for any expenses associated with same, including shuttle transportation services, if any. The parties hereby agree to communicate proactively and in good faith regarding the establishment of any off-site parking.

**16. BROADCAST RIGHTS AND REVENUE.** The Club shall have all of the radio, television, internet, wireless and other broadcast and distribution rights, whether now known or hereafter invented, in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing.

## 17. ADVERTISING, MARKETING AND SPONSORSHIP.

- (a) **Club Rights.** The Club shall have all advertising, sponsorship, marketing and related rights in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing and those otherwise generated from the Club's activities at the Dunedin Facilities. By way of illustration and not limitation, the Club shall be solely entitled to collect and retain all revenues generated by fence signs, Scoreboards / Videoboards, signboards, billboards, pamphlets, cards and programs; and from the sale or rental of Club and other merchandise, novelties and seat cushions. The Club shall be entitled to all revenue arising from or incidental to the operation of all Club Activities not otherwise expressly dealt with under the terms of this Agreement.
- (b) **Promotional Properties to be Provided by the Club to the City.** Unless otherwise mutually agreed by the parties in writing, during each Major League Team Home ST Game played at Dunedin Stadium during the Term, the Club shall provide the City with access to the following promotional assets, which shall be used by the City for the sole purpose of promoting the City as a tourist destination:
- (i) **Main Video Display Messaging.** One (1) thirty (30) second audio / visual spot on the Stadium's main video display. The foregoing spot will run during the pre-game period, and
- (ii) **Outfield Wall Sign.** One (1) static "single outfield billboard" (approximate dimensions of at least four feet (4') high by eight feet (8') wide) on Dunedin Stadium's outfield wall in fair territory. The Club shall have the right to place a border or frame around all edges of the foregoing sign, which border or frame may obscure portions of such sign's edges. Final signage location is in the discretion of the Club.

The Club will have the right to pre-approve creative, artwork and commercial content in respect of all signage, audio and video display properties located on or within Dunedin Stadium and all other promotional properties that the City has been granted the right to utilize pursuant to this Agreement (collectively, the "Promotional Properties"). All creative, production and installation costs of the Promotional Properties, including but not limited to any replacement costs for signage and any costs to format moving video, sound and/or commercial spots, if any, for display on the applicable Stadium video boards and/or monitors, will be the sole responsibility of the City. The Club will make reasonable commercial efforts, subject to its right to modify the physical layout of Dunedin Stadium, its technology and fixtures (including signage display spaces and video boards and monitors), as well as its right to change its technology and third party service providers (which may impact specific rights and assets available to the Club), to provide the City with the Promotional Properties specified above. In the event that the Club is unable to deliver one or more of these items as specified, this will not constitute a breach of the Agreement, and the parties will mutually agree, acting reasonably, on an acceptable replacement, of reasonably similar value and/or exposure, for such undelivered Promotional Properties.

(c) Promotional Properties and Signage to be Provided by the City. Unless otherwise mutually agreed by the parties in writing or the City is unable to deliver on the following commitments despite the exercise of appropriate diligence and reasonable commercial efforts, in each calendar year of the Term the City shall be responsible to provide the following signage spaces and other items for the benefit of the Club:

(i) *Street Light-Affixed Banners for the Promotion of Home Major League ST Games.* Throughout the months of February and March of each calendar year, the Club shall have the exclusive use of banner display spaces on at least fifty five (55) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,

(ii) *Street Light-Affixed Banners for the Promotion of Home Minor League Games.* Throughout the month of April of each calendar year, the Club shall have the exclusive use of banner display spaces on at least thirty (30) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,

(iii) *“Spring Training Home of the Toronto Blue Jays” City Signage.* The City will ensure that prominent signage continues to be displayed on or adjacent to all of the main roadways into the City indicating that the City is the *“Spring Training Home of the Toronto Blue Jays”*. The City shall bear all of the costs of such signage and the Club shall have the right to approve and/or request changes to same from time to time (e.g. to ensure that the Club’s intellectual property is appropriately represented), and

(iv) *Directional and Street Signs.* The City will ensure that there is ample street signage and directional signage located throughout the City that directs persons to the location of Dunedin Stadium. For certainty, the City will be solely responsible for the costs of such signage and shall ensure that it always contains the then-current name of the facility.

## 18. PROGRAMS AND OTHER PUBLICATIONS.

(a) The Club shall have the sole right to produce, sell and distribute programs and other publications at all Home Major League Team ST Games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. For clarity, the Club shall have the discretion to retain one or more third parties in order to exercise some or all of its rights hereunder and, further, the Club shall have the discretion not to produce a program.

- (b) In any Spring Training Season during the Initial Post-Renovation Term in which the Club in fact produces (or retains a third party to produce) a program to be sold at Home Major League Team ST Games (each, a “Major League Team ST Program”), the Club shall provide to the City two (2) pages of complimentary space in each program. Unless otherwise agreed by the Club in its sole discretion, the City will be permitted to use one page for a “welcome letter” from the City and/or the Dunedin Chamber of Commerce, and the other page for the purposes of marketing the City as a tourist destination. For certainty, the Club shall be entitled to approve of all City-proposed creative and content prior to any publication of same. None of the City content shall include any third party brands or references unless otherwise approved by the Club in writing in its sole discretion. The City’s rights to make use of the foregoing complimentary space shall, at all times, be subject to the Club’s (or the third party publisher’s) creative requirements, submission deadlines and other content, formatting and other requirements and the City shall be solely responsible for any production and other costs associated with its content and any required modifications to same.

**19. PUBLIC ADDRESS SYSTEMS, SCOREBOARDS / VIDEOBOARDS AND SIGNBOARDS.**

- (a) The Club shall be entitled to operate and to control the operation of all of the following as are located within the Stadium or otherwise on or within the Dunedin Facilities:
- (i) public address systems, speakers along with all related audio equipment (“Audio Technologies”), and
  - (ii) scoreboards, videoboards, signboards, billboards and all other video, screens and signage-type spaces, along with all related equipment and technology (collectively, the “Scoreboards / Videoboards”)

and the City will not operate, use or permit the operation or other use of the Audio Technologies or Scoreboards / Videoboards without the prior written consent of the Club, which consent may be granted, conditioned or delayed in the sole and absolute discretion of the Club. The City will indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs that may result from the use of Audio Technologies or Scoreboards / Videoboards by the City, or by third parties where the City explicitly or implicitly authorized the use, in each case with or without the consent of the Club. As of the date hereof, it is the intention of the parties that, for City Events, the Club will operate the Audio Technologies and Scoreboards / Videoboards and the City will reimburse the costs of same pursuant to subsection 7(e).

- (b) It is acknowledged that the exterior sign at the Grant Field Facilities (located in proximity to the intersection of Douglas Avenue and Beltrees Avenue) is the property of the Club, and upon any termination of this Agreement, the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by a sign that is acceptable to the City, acting reasonably.

## 20. NAMING RIGHTS.

- (a) **Club Control.** The City hereby grants the Club the sole and exclusive right to grant or sell naming rights to the Grant Field Facilities, the Complex Facilities, the Stadium, the Training Center and any portion of any of the foregoing (collectively, the “Nameable Properties”). The City will not be responsible for any costs of implementing or maintaining any naming rights arrangements established by the Club hereunder; however, the City will cooperate in ensuring that any naming rights arrangement so established is respected (for example, by ensuring that any City references to a Nameable Property – including City signage and publications - are updated in accordance with such naming rights arrangements). The Club agrees to proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities or the Stadium (in the Club’s discretion). The City shall not have a veto or approval right over the name of the Nameable Properties, however, the Club agrees to keep the City reasonably apprised (subject to any obligations of confidentiality or commercially reasonable discretion during negotiations) of potential naming opportunities under consideration. In connection with the rights set forth herein, the Club may grant to Pinellas County (or one of its departments or agencies) the right to place a Pinellas County-related name on one or more of the Nameable Properties for any period of the Term.
- (b) **Vanech Agreement and Historic Names.** In exercising its rights pursuant to the preceding subsection, the Club agrees to abide by any applicable limitations contained in the February 16, 1989 “Recreational Development Agreement” between the City and the representatives of the Estate of Louis A. Vanech. In addition, the Club agrees, subject to mutual agreement on size, materials, contents and location, to permit the City to display a plaque, sign, statue or other agreed-upon form of recognition, at (i) the Grant Field Facilities in honor of A.J. Grant, former mayor of the City, and (ii) the Engelbert Site in honor of Cecil P. Englebert, also a former mayor of the City.
- (c) **Annual Naming Rights Revenues.** Annual Naming Rights Revenues in each calendar year of the Term, if any, shall be accounted for as follows:
- (i) In the event that the Club receives more than one thousand dollars (\$1,000) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than one hundred thousand one dollars (\$100,001), the Club shall pay all of the Annual Naming Rights Revenues received by it to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof,
- (ii) In the event that the Club receives more than one hundred thousand one dollars (\$100,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than two hundred and fifty thousand and one dollars (\$250,001), the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred thousand dollars (\$100,000) plus fifty percent (50%) of the Annual Naming Rights Revenue received by the Club in excess of one hundred thousand one dollars (\$100,001), or



- (iii) In the event that the Club receives more than two hundred and fifty thousand dollars (\$250,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred seventy five thousand dollars (\$175,000).

In no event will the Club be obligated to contribute greater than one hundred and seventy five thousand dollars (\$175,000) to the Capital Replacement Fund in connection with any single calendar year of the Term.

**21. OTHER REVENUE.** Except for fees generated by the City in connection with its use and oversight of the Shared Use Practice Fields pursuant to Section 8 of this Agreement, the Club shall be entitled to any and all fees from third-parties for use of the Dunedin Facilities during the Term, as well as any other monies, fees and revenues, without limitation, generated pursuant to other revenue streams not enumerated elsewhere in this Agreement.

**22. CITY LUXURY SUITE USE.**

- (a) During each calendar year of the Initial Post-Renovation Term, the City will be permitted to use one of the standard-sized luxury suites at Dunedin Stadium during up to:
  - (i) Four (4) Home Major League Team ST Games, and
  - (ii) Four (4) Home Minor League Team Games.
- (b) In order to secure suite use hereunder for any specific calendar year of the Initial Post-Renovation Term, the City shall be required to give the Club written notice (which may include email):
  - (i) of the specific Home Major League Team ST Game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Major League Team's Spring Training schedule), and
  - (ii) of the specific Home Minor League Team Game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Minor League Team's schedule).

Within two (2) weeks of receiving either of the foregoing notices, the Club will confirm in writing to the City whether the dates requested are in fact available and, if not, any alternate dates that are available. The City shall then confirm in writing whether the dates provided by the Club are acceptable and, upon confirmation, those dates will be considered reserved for the City's use (the "Reserved Dates"). If the City does not provide notice in accordance with the foregoing, the Club shall be relieved of its obligations hereunder for the remainder of that calendar year only. Similarly, if the City requests use of a suite for less than the maximum number of possible games or the parties agree that the Reserved Dates shall be for less than

the maximum number of possible games, the Club shall be relieved of its obligations in connection with any such additional games for the remainder of that calendar year only.

- (c) Subject to any capacity limitations that may exist pursuant to fire codes, liquor licenses or any other laws, regulations or licenses, the City will receive up to sixteen (16) admission tickets for each of the Reserved Dates. The City's use of a luxury suite hereunder for the Reserved Dates shall not be subject to any license fee or any fee for admission tickets. The City shall, however, be responsible to pay for any and all food and beverage (at standard prices from time to time and subject to any and all minimum charges), as well as any host or hostess costs. In addition, the City's use of a luxury suite will be subject to the Club's standard luxury suite license agreement terms in place from time to time (which the Club will be permitted to deliver to the City by any means, including email and which will be deemed to be incorporate by reference into this Agreement).

**23. CITY CEREMONIAL FIRST PITCH.** Elected members of the Dunedin City Commission shall have the opportunity to participate, along with representatives of Pinellas County and/or the Club, in the ceremonial pitch that occurs at the first game played at Dunedin Stadium during the Term. Thereafter, City representative(s) shall have the opportunity to participate in a ceremonial first pitch prior to one (1) Home Major League Team ST Game in each Spring Training Season during the Term.

**24. DAMAGES OR DESTRUCTION OF DUNEDIN FACILITIES.**

- (a) Casualty Event. If the Dunedin Facilities are damaged or destroyed by hazard, fire, lightning, smoke, windstorm, flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, war, insurrection, riot, terrorism (whether certified or uncertified) or other similar casualty (each, a "**Casualty Event**"), the City shall be obligated to repair and rebuild the damaged or destroyed portion of the Dunedin Facilities with thorough diligence, acting in good faith, to its condition immediately before such loss or the condition required by law, whichever is greater (the "**Restoration Standard**"). The City shall use the proceeds from the property insurance maintained by the City on the Dunedin Facilities and its structural components (as further described in subsection 30(b) of this Agreement). In the event that the funds available from the aforementioned insurance proceeds are not sufficient to cover the cost of the repairs or rebuilding, the City shall be responsible to provide the additional funds. The City shall promptly commence and shall diligently proceed to complete the repair and reconstruction of the Dunedin Facilities as soon as possible after the occurrence of the applicable Casualty Event.
- (b) Significant Casualty Event Occurring During Final Five (5) Years of the Term. If a Casualty Event occurs during the final five (5) years of the Term of this Agreement (including any Renewal Term) and the reasonable estimate of the cost to repair or rebuild the Dunedin Facilities (as supported by a minimum of three (3) independent written quotes secured by the City and verified by the Club) exceeds USD \$40,500,000 (adjusted for inflation in accordance with the Turner Building Cost Index or, alternatively in the event that the Turner Building Cost Index should cease to be utilized as an industry-wide tool for non-residential construction costs, the Producer Price Index for Non-residential Building Construction) then the Club shall have the right, exercisable in writing within forty five (45) days of the Club receiving the

aforementioned cost estimate (the “Cut-Off Date”), to extend the Term of the Agreement by an five (5) years. In the event that the Club does not exercise the foregoing right to extend the Term of the Agreement, the Agreement will automatically terminate thirty (30) days following the Cut-Off Date. In the event the Club does exercise the foregoing right extend the Term of the Agreement, the Term of the Agreement will be extended accordingly and the Agreement (including the remainder of this Section 24) will apply without modification. For certainty, if the Club exercises the foregoing option during the Initial Post-Renovation Term, then the Initial Post-Renovation Term will be deemed extended by five (5) years, whereas if the Club exercises the foregoing option during a Renewal Term, that particular Renewal Term will be deemed extended by five (5) years.

- (c) Meeting and Discussion Following Casualty Event. The parties will make reasonable efforts to meet within fifteen (15) days following the occurrence of any Casualty Event, and thereafter from time to time when necessary to do so, in order to consider and discuss matters that may be pertinent to the efficient and effective repair and restoration of the Dunedin Facilities (e.g. the extent of damage, the degree of impact on the Club’s operations, possible approaches to timing and scheduling of repairs). In the event that the parties mutually agree that any modifications to the process and deadlines set out below are necessary and appropriate (which neither party shall be obligated to do), such modifications shall only be effective where documented in writing and approved (signed) by the Club’s signing officers and the City Manager for the City of Dunedin or his / her designee.
- (d) Repair / Reconstruction Process and Progress Points. Unless otherwise mutually agreed by the parties in writing in accordance with the preceding subsection, upon the occurrence of a Casualty Event, the City, acting reasonably and in good faith, shall be required to abide by the following process and the deadlines contained therein:
- (i) *Forty five (45) Day Progress Point.* Within forty five (45) days following the occurrence of a Casualty Event, the City shall have taken all actions reasonably available to it to initiate and expedite the process of repairing or rebuilding the Dunedin Facilities, including, without limitation:
- (A) Filing an insurance claim and providing any and all information required or requested by the applicable insurance carriers and their agents, and
  - (B) Completing an assessment of the damage (structural and otherwise) by one or more qualified, licensed, appropriately experienced architects and engineers.
- (ii) *Nine (9) Month Progress Point.* Within nine (9) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards commencement of the actual repair and reconstruction of the Dunedin Facilities, including, without limitation:
- (A) Having received or reserved all of the funds necessary to pay for all of the costs of the repair and reconstruction (in the form of insurance proceeds, or funds or a combination of both), and

- (B) Having hired all necessary firms to complete the repair and reconstruction (i.e. architects, engineers and construction firms).
- (iii) *Twelve (12) Month Progress Point.* Within twelve (12) months following the occurrence of a Casualty Event, the City shall have commenced the actual repair and reconstruction of the Dunedin Facilities (i.e. “shovels in the ground”).
- (iv) *Eighteen (18) Month Progress Point.* Within eighteen (18) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards completing the actual repair and reconstruction of the Dunedin Facilities.
- (v) *Twenty Four (24) Month Progress Point.* Within twenty four months (24) months following the occurrence of a Casualty Event, the City shall have completed the actual repair and reconstruction of the Dunedin Facilities, in accordance with the Restoration Standard.

The City shall provide regular written updates to the Club as to its progress in regard to all of the above progress points, and shall provide the Club with any and all available information in connection with the Casualty Event and all matters related to the repair and reconstruction of the Dunedin Facilities (including any insurance claims and any other related matters). The Club shall have full rights of input and consultation in regard every part of the above process and, further, the Club shall have approval rights, acting reasonably, in regard to all decisions that could be reasonably expected to affect its current or future use of the Dunedin Facilities. The City and the Club will consult with each other to determine the extent of damage and the most effective plan for the City to implement and complete the repair and reconstruction process within the shortest possible time.

- (e) Matters Pertaining to City Repair and Rebuilding. The City shall undertake the rebuilding and repair of the damaged facilities in accordance with the plan mutually agreeable to the City and the Club. To the fullest extent permitted by applicable law, the City will expedite any required procurement process to obtain the necessary services required to complete the repair and rebuilding of the damaged or destroyed Dunedin Facilities. In completing the repairs and rebuilding of the Dunedin Facilities, the City will give priority to restoring any damage caused to the Spring Training practice fields and player development and rehabilitation facilities located at the Englebert / Vanech Recreational Complex in order to reduce, to the fullest possible, any loss of use of such facilities during the Spring Training Season.
- (f) Interference with Club Operations. If a Casualty Event or any resultant repair or reconstruction effort interferes with the Club’s operations, activities or its use the Dunedin Facilities (a “**Casualty Event Interference**”), then, notwithstanding anything else in this Agreement, the Club will be temporarily authorized to use other facilities and to schedule some or all of its activities and/or events, including but not limited to Home Major League Team ST Games, at other facilities, without limitation. During any calendar year of the Term in which there is a period of Casualty Event Interference that impacts the playing of Home Major League Team ST Games at the Stadium:
- (i) the Club's obligation to provide the City with any marketing assets, suite use and other

similar rights and benefits will be suspended,

- (ii) the Club's obligation to impose, collect and remit the Capital Replacement Surcharge will be suspended,
- (iii) the Club's obligation to remit amounts pursuant to subsection 20(a) of the Agreement (Naming Rights payments) will be suspended, and
- (iv) the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement.

For certainty, where a Casualty Event Interference prevents all or most of the Major League Team from utilizing the New Training Center or other portions of the Complex Site for its / their intended purposes and the Club makes use of other facilities for the Major League Team, then those events will be deemed to have impacted the playing of Home Major League Team ST Games at the Stadium.

**(g) Annual Capital Contribution Following Casualty Event.**

- (i) If the City fails to achieve any of the requirements of paragraph 24(d)(i) or 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing) then the Club's obligation to make the Annual Capital Contribution will be suspended from the date of the City's failure until the date upon which the City has returned the Dunedin Facilities to the Restoration Standard.
- (ii) If the City meets the requirements of paragraphs 24(d)(i) and 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing), then during the initial twelve (12) month period immediately following Casualty Event, the Club's obligations under this Agreement to make the Annual Capital Contribution will continue. If the repair and/or rebuilding of the damaged facilities to the Restoration Standard is not completed within twelve (12) months following the applicable Casualty Event, then, subject to the following sentence, the Club's obligation to make the Annual Capital Contribution will reduced by fifty percent (50%). If the repair and/or rebuilding of the damaged facilities to the Restoration Standard is not completed within eighteen (18) months following the applicable Casualty Event, then the Club's obligation to make the Annual Capital Contribution will be suspended. By way of example, if the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 12 months, the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 6 months and the Club would have no payment obligation in connection with that portion of the Annual Capital Contribution that attributable to the final 2 months.

If there is an overpayment of the Annual Capital Contribution by the Club to the City as a result of the operation of this subsection 24(g), the City will promptly refund any such overpayments to the Club.

(h) **Club Self-Help and Termination Rights.** If the City fails to achieve any one or more of the requirements of paragraphs 24(d)(iii), 24(d)(iv) or 24(d)(v), above, within the stated timeframes (or such longer period to which the Club may agree in writing) or fails to meet the Restoration Standard, the Club shall have the following rights:

- (i) to engage in self-help to complete the repair and reconstruction of the Dunedin Facilities, and/or
- (ii) to terminate this Agreement.

The Club may exercise its rights described herein upon written notice to the City delivered within thirty (30) days following the passage of the applicable timeframe (or such longer period to which the Club agreed in writing). In the event that the Club elects to complete repair and reconstruction of the Dunedin Facilities, the City shall cooperate in good faith to transition all responsibilities for construction oversight to the Club and to provide the Club reasonable access to the balance of all insurance proceeds awarded to the City and, upon the City doing so, the Club shall forego its termination right hereunder. Upon a termination by the Club hereunder, all of the parties' obligations under the Agreement, excepting those specifically identified as surviving termination, shall cease.

(i) **Club Disaster Mitigation Plan.** Prior to the Threshold Date and a minimum of every five (5) years thereafter, the Club shall prepare (or as applicable, review and where necessary, update) a disaster mitigation plan in which the Club articulates the procedures the Club intends to follow in order to mitigate potential losses from common natural disasters such as hurricanes (the "Disaster Mitigation Plan"). The Club will endeavor to satisfy reasonable City requirements in connection with the development of its Disaster Mitigation Plan, provided that such requirements are provided to the Club in writing by the City in advance and further provided that such requirements are in fact applicable to the City itself and to all licensees of City-controlled property and facilities. The Club will be permitted to get independent input and advice in connection with its Disaster Mitigation Plan and where such input and advice conflicts with City requirements, the parties shall discuss same and attempt to reach a mutually agreeable resolution. The Disaster Mitigation Plan is intended as a preparatory resource that may help guide the Club's actions in the event of certain potential events and neither the Disaster Mitigation Plan nor anything contained in this subsection 24(i) herein shall serve reduce, eliminate or derogate from the City's obligations as set out in this Section 24.

(j) **Casualty Event Caused by Club Misconduct.** In the event that a Casualty Event is caused solely and exclusively by the gross negligence or willful misconduct of the Club (including its employees and agents), all of the foregoing provisions shall apply as written, except that the paragraph 24(g)(ii), above, shall be deemed to be modified so that:

- (i) there will be no reduction to the Annual Capital Contribution until the passage of eighteen (18) months following the applicable Casualty Event (instead of twelve (12) months), and
- (ii) following the passage of such eighteen (18) month period, the Annual Capital Contribution will be reduced by fifty percent (50%).

By way of example, if, in the circumstances described in this subsection 24(j), the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 18 months, and the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 2 months.

**25. PERSONAL PROPERTY.** All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the Club's permission, the user of the equipment or personal property will be responsible for any damage to the equipment or personal property so used and the Club shall no responsibility therefore. The City shall not otherwise be responsible for the loss or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

**26. UTILITY COSTS AND RECLAIMED WATER.**

- (a) The Club shall be responsible for all utility costs to the Dunedin Facilities, except for utilities to be paid for by the City pursuant to the terms of this Agreement, including utility costs in respect of all City Events and utility costs in connection with the Shared Use Practice Fields during the City Control Period. Utility costs attributable to the use of the Dunedin Facilities by or at the request of the City, including all City Events, will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.
- (b) The City shall, throughout the Term, provide reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. For certainty, the City shall ensure that (i) all pumping and other equipment for the foregoing reclaimed water is in place and functioning properly throughout the Term, such that the Club is able to access such water as and when needed by the Club, and (ii) the Club's access to reclaimed water is given equal priority with all other users, including the City. Subject to the foregoing, the Club acknowledges that the volume of reclaimed water is not unlimited and may vary from time to time. Any repairs to reclaimed water pumping, equipment and infrastructure shall be at the City's expense.

**27. CLUB ANNUAL CAPITAL PAYMENT.**

(a) Annual Capital Payment.

- (i) For the sole and exclusive purpose of assisting the City in financing the costs of the Improvements for the Dunedin Facilities in accordance with the Development Agreement, the Club will, during the Initial Post-Renovation Term of the Agreement, be required to pay to the City the sum equal to the amount necessary to satisfy the debt service requirement (in terms of principal and interest) for a 25 year bond issue on the City's debt obligation required to net a project fund amount of twenty million dollars (\$20,000,000)

(the “**Club Repayment Obligation**”). The City shall issue the foregoing bond(s) under commercially reasonable terms and the Club shall have no obligations on the bond(s) as a guarantor or otherwise. The Club shall have the right to review and, acting reasonably, approve all bond documentation together with any underwriter or issuance costs. Unless otherwise mutually agreed, the Club Repayment Obligation will be met by the Club making an annual payment to the City in each year of the Initial Post-Renovation Term (the “**Annual Capital Payment**”) with each such payment being equal to 1/25<sup>th</sup> of the Club Repayment Obligation (i.e. each Annual Capital Payment will be equal to the average annual debt service in respect of the aforementioned bonds). The City and the Club hereby acknowledge and agree that this paragraph 27(a)(i) will be amended to reflect the actual dollar amount of the Club Repayment Obligation and Annual Capital Payment and to clarify any other terms following the bond issuance referred to herein.

- (ii) The Club will pay each Annual Capital Payment in four (4) equal quarterly installments, due on or before each of February 1, May 1, August 1, and November 1 for each respective year. The first quarterly payment date shall occur on the date that is mutually agreed by the parties and confirmed in writing in the Development Agreement and the final quarterly payment will occur on the one hundredth quarterly installment date. The City and the Club hereby acknowledge and agree that the final payment dates and other matters addressed in the foregoing may require modification following the issuance of the bonds described in paragraph 27(a)(i) and each party shall act reasonably and in good faith in determining whether to amend this paragraph 27(a)(ii) following such issuance. In the event any installment of the Annual Capital Payment is not received by the City by its respective due date, said installment will bear interest at the prevailing rate charged by the Internal Revenue Service for late payments until paid.
- (iii) Notwithstanding anything else in this Agreement, the Club shall be entitled to pre-pay one or more future Annual Capital Payments or installments at any time in its discretion and, in the event that it does so, the Club’s future payment obligations will be reduced accordingly.
- (iv) The Club’s obligation to pay the Annual Capital Payment shall be deemed to be satisfied at the time the City satisfies its financing obligations for the renovation and expansion of the Dunedin Facilities if such satisfaction occurs sooner than the twenty-five (25) year time frame described herein or when that portion of the financing obligations for the renovation and expansion of the Dunedin Facilities is paid off if the City refinances its financing obligations to include other unrelated capital improvements.
- (v) In the event that the schedule of financing obligations for the renovation and expansion of the Dunedin Facilities pursuant to the terms set forth in the Development Agreement are initiated prior to the Threshold Date, then the parties shall, each acting reasonably and in good faith, mutually agree in writing on an earlier date than that specified in paragraph 27(a)(i) upon which the Club will commence the Annual Capital Payments. Under no circumstances is the Annual Capital Payment intended to result in any kind of surplus or capital reserve for the City, nor is intended to pay debt service secured by other sources of revenue to which the City may be entitled. Any and all Annual Capital Payments (and any



portion thereof) made by the Club prior to the Threshold Date shall be either:

(A) credited against the Annual Capital Payment obligation immediately upon the commencement of the Term, or

(B) in the event that the Initial Post-Renovation Term of this Agreement either does not become effective in accordance with the definition of "Threshold Date" in subsection 1(eeee) and the operation of paragraph 1.2(b)(ii) or the Agreement is terminated due to failure of performance under the Development Agreement, reimbursed by the City, with interest.

(b) Annual License Fee. The Club shall pay to the City an annual license fee for its use of the Dunedin Facilities in the amount of ten dollars (USD \$10) per year (the "Annual License Fee") throughout the Term of this Agreement. The Annual License Fee is based, in part, on the shared use of the Dunedin Facilities by the Club and other users.

## 28. TAX LIABILITY.

(a) Ad Valorem Taxes. The Club and the City shall share the responsibility for the payment of Ad Valorem Taxes levied against the Dunedin Facilities in each calendar year of the Term as follows:

(i) the Club shall be responsible for the payment of the first one hundred and fifty thousand dollars (USD \$150,000), and

(ii) the Club and the City shall each be responsible for the payment of one half (1/2) of any Ad Valorem Taxes in excess of one hundred and fifty thousand dollars (USD \$150,000).

The Club and the City shall coordinate in good faith to mitigate Ad Valorem Taxes levied against the Dunedin Facilities. In particular, the City shall take all actions reasonably available to it to ensure the application of those exemptions and reductions to Ad Valorem Taxes as exist at any particular point in time (including appealing any assessments that do not provide for the application of such exemptions and reductions).

(b) Taxes Attributable to Club's Use of Dunedin Facilities. Other than Ad Valorem Taxes addressed in subsection 28(a) above, the Club shall be responsible for all taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to any other governmental agencies, including, by way of illustration and not limitation, sales taxes applicable to the Club's purchases of goods and services used in the operation of the Dunedin Facilities. For certainty, the parties hereby acknowledge and agree that Ad Valorem Taxes are addressed exclusively in the subsection 28(a) and are not part of the Club's responsibilities pursuant to this subsection 28(b).

## 29. INDEMNITIES.

(a) Club Indemnity. The Club shall indemnify, defend (where applicable) and hold harmless the

City and the other members of the City Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the use of the Dunedin Facilities by the Club,
- (ii) the gross negligence or willful misconduct of the Club or another member of the Club Group, or
- (iii) the acts or omissions of the Club, and of any member of the Club Group, in connection with the Club's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or any member of the City Group (whether by reason of contributory negligence or otherwise).

(b) City Indemnity. In addition to any other indemnity obligations contained elsewhere in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend (where applicable) and hold harmless the Club and the other members of the Club Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the design or construction of the Dunedin Facilities,
- (ii) the repair or reconstruction of the Dunedin Facilities following a Casualty Event,
- (iii) the use of the Dunedin Facilities by or at the request of the City, including but not limited to City Events,
- (iv) the gross negligence or willful misconduct of the City, and of any member of the City Group, or
- (v) the acts or omissions of the City, and of any member of the City Group, in connection with the City's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or any member of the Club Group (whether by reason of contributory negligence or otherwise).

(c) All of the City's indemnification obligations contained in this Agreement, including but not limited to those set out in the preceding subsection, will be subject to the provisions of Section 768.28, Florida Statutes, in all respects except that, to the maximum extent permitted by applicable law:

- (i) None of the limitations set forth in Section 768.28(5), Florida Statutes, including, but not limited to, the limitation on the total liability of the State of Florida, its agencies and

subdivisions, shall apply to any claim, action or other legal proceeding in which the City and the Club are both parties (which, for certainty, includes any cross-claims between them in connection with a third-party legal proceeding),

- (ii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect where the effect of the City doing so would be to reduce any contractual obligations of the City hereunder (including any indemnities granted in favor of the Club), and
  - (iii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect in connection with a claim, action or other legal proceeding asserted by a third party in which the City and the Club are both named as defendants (each, a "Third Party Proceeding") where the effect of the City doing so would increase the Club's actual or potential liability in connection with such Third Party Proceeding.
- (d) Where a party becomes aware of any claim or cause of action (whether threatened or filed) for which it is entitled to indemnification hereunder (such party, in the circumstances, the "Indemnitee"), it shall provide the indemnifying party (in the circumstances, the "Indemnitor") with written notice of same reasonably promptly thereafter. In any such instance, the Indemnitee shall have the option to either:
- (i) retain its own counsel and to control the defense of the claim or cause of action, at the expense of the Indemnitor, or
  - (ii) require the Indemnitor to manage the defense of the claim or cause of action, subject to reasonable consultation with the Indemnitee.

Where the Indemnitee elects to proceed as outlined in paragraph (ii), the following rights and restrictions will apply, unless otherwise mutually agreed by the parties in writing. The Indemnitor shall have the right to select counsel, at Indemnitor's expense, to defend the Indemnitee, provided that no settlement terms shall be binding on the Indemnitee without its prior written consent, which shall not be unreasonably withheld. The Indemnitee shall reasonably cooperate with the Indemnitor's defense of such claim or cause of action.

This Section 29 will survive the expiry or early termination of this Agreement.

### 30. INSURANCE.

- (a) Club Insurance. The Club shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:
- (i) Workers' Compensation and Employer's Liability insurance in compliance with applicable federal and state laws,

(ii) An occurrence-based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, damage to rented premises and products / completed operations coverage, with minimum limits of:

- USD \$2,000,000 Each Occurrence,
- USD \$2,000,000 Damages to Rented Premises,
- USD \$4,000,000 General Aggregate, and
- USD \$4,000,000 Products / Completed Operations Aggregate,

(iii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value for all Club office furniture, trade fixtures, office equipment, merchandise and all other items of Club's property located within the Dunedin Facility, and

(iv) Comprehensive Automobile Insurance, covering owned, non-owned, leased, borrowed or hired vehicles, with a minimum combined single limit of \$1,000,000 Each Accident.

Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella / Excess policies shall be substantially similar to the underlying coverage. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better. The Club shall name the City as an Additional Insured under the Club's Comprehensive General Liability, Umbrella / Excess, and Automobile policies for any liability arising out of any acts and/or omissions of the Club where required by written contract or agreement with respect to the Dunedin Facilities. All Commercial General Liability and Umbrella / Excess policies must provide cross liability coverage (separation of insureds or severability of interests provision) and shall not include any exclusion for third-party over actions. Further, coverage for the City as an Additional Insureds under the Club's policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement. The Club shall remain solely responsible for payment of any Club policy deductibles and self-insured retentions or self-insured amounts. All Club insurance policies shall be endorsed to provide a waiver of subrogation in favor of the City as "Additional Insured." The Club shall provide the City with at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the Club's insurance policies. The Club shall furnish City with certificates of insurance evidencing compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities.

(b) Required City Insurance. The City shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:

(i) Workers' Compensation and Employer's Liability insurance in compliance with applicable federal and state laws. For certainty, such insurance will be required for all fire, police, EMT, or other emergency personnel, whether working at or near the Dunedin Facilities or at other locations.

(ii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value of the Dunedin Facilities (including, but not limited to buildings and building glass, boilers, equipment, machinery, fields, parking lots, driveways, and other elements) and all other structural alterations and improvements to and within the Dunedin Facilities, whether made by City or Club. Without limiting the generality of the foregoing, the aforementioned insurance coverage shall, at a minimum, provide coverage for hazard, fire, lightning, smoke, windstorm (including Named Windstorm), flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, riot and terrorism (whether certified or uncertified) and other similar casualties. Property insurance should also include coverage for equipment and/or mechanical breakdown. The City shall ensure that all such property insurance policies name the Club as a loss payee. The foregoing policy/ies of insurance will be primary, and the proceeds of same will be used for the repair and/or reconstruction of the Dunedin Facility pursuant to Section 24 of this Agreement. Provided that (A) on an annual basis the City shall review its total insured values and reconfirm and increase its coverage limits as necessary, and (B) the insurance in fact provides coverage sufficient to permit the City to meet all its associated obligations under the Agreement, then the insurance required hereunder from the City may be covered by a blanket policy insuring multiple City properties. The City shall, on an annual basis, consult with the Club and provide the Club with all information pertinent to the matters set out in (A) and (B) in the preceding sentence and the Club shall, acting reasonably, have the right to have input on such matters. As of the date of execution of this Agreement, the insurance described in this paragraph 30(b)(ii) is provided by the *Florida Municipal Insurance Trust*. Throughout the Term, the City shall include the Dunedin Facilities in the City's list of "Critical Assets" identified for the purposes of the *Florida Municipal Insurance Trust* or any subsequent coverage provider or claims administrator.

(iii) City Commercial General Liability and Automobile Liability Coverage. The parties have agreed that the City shall have the discretion to carry one or more Commercial General Liability and/or Comprehensive Automobile Insurance policies or to self-insure with respect to such areas of actual or potential liability. As of the date of execution of this Agreement, the City is self-insured. In the event that, at any point during the Term, the City secures one or more Commercial General Liability and/or Comprehensive Automobile Insurance policies of insurance (whether primary or excess), it shall ensure that:

(A) Any Commercial General Liability policies provide coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, coverage for Damages to Premises Rented by You and products / completed operations coverage,

(B) Umbrella / Excess policies, if any, are substantially similar to the underlying coverage,

(C) All policies are issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better,

(D) The Club is named as an Additional Insured under the policies for any liability arising out of any acts and/or omissions of the City where required by written contract or agreement with respect to the Dunedin Facilities. Further, coverage for the Club as an "Additional Insured" under the City's insurance policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement, and

(E) All policies provide cross liability coverage (separation of insureds or severability of interests provision) and may not include any exclusion for third-party over actions.

(iv) The City shall remain solely responsible for payment of any City policy deductibles and self-insured retentions or self-insured amounts. All City insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Club and the other members of the Club Group and where the City is self-insured it waives all rights of subrogation in favor of the Club. The existence of any self-insurance shall not relieve the City of the obligation to indemnify and defend the Club from the inception of any claim or action triggering such indemnity and defense obligations. The City shall provide the Club with at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the City's insurance policies. The City shall furnish the Club evidence of compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities, again upon each renewal and further upon the Club's request. The City acknowledges that the Club shall not insure the City's property and the Club shall not insure or protect the property of the City's employees, agents, temporary or leased workers, independent or sub-contractors, contractors, volunteers, exhibitors, performers, sub-licensees, personnel, members, and guests while at the Dunedin Facilities. The City waives all claims against the Club for loss or damage thereto no matter how caused.

(c) Mutual Release and Waiver of Subrogation. The City and the Club, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

### 31. LIMITATION OF LIABILITY.

(a) In no event shall one party be liable to the other party for any special, exemplary, indirect, incidental, consequential or punitive damages, loss of profits or loss of business opportunity (collectively, "Special Damages"). Notwithstanding the foregoing, in the event an indemnified party has incurred Costs pursuant to a final judicial or administrative action brought by a third party against such indemnified party and a component of such Costs includes Special Damages, the indemnity otherwise provided for in this Agreement to indemnify for

Costs shall include the Special Damages element of such Costs.

- (b) Notwithstanding anything else in the Agreement, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City's liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

This Section 31 will survive the expiry or early termination of this Agreement.

### 32. SUSPENSION OF AGREEMENT.

- (a) Enumerated Events Interfering With Club Operations. If, at any time during the Term, the Club is prevented from using all or any material part of the Dunedin Facilities for its intended purposes as a result of any of the following (each, and "Enumerated Event"):

- (i) a national or local emergency,
- (ii) an actual or threatened terrorist attack,
- (iii) the United States being in a state of war,
- (iv) a labor dispute other than a lock-out or strike of Major League Baseball players,
- (v) the gross negligence or willful misconduct of the City (including its employees and agents),
- (vi) the MLB Rules and Regulations or the rules and regulations of Florida State League of Professional Baseball Clubs Inc., the Gulf Coast League or such other league which has authority over a team operated by the Club,
- (vii) the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities, or
- (viii) any other event beyond the reasonable control of the Club,

this Agreement shall be regarded as suspended for the period during which the Club's use of the Dunedin Facilities is interfered with, except each party's obligations to pay all taxes (including each party's share of ad-valorem property taxes) and each party's obligation to pay for and maintain required insurance coverages. During any such suspension of the Agreement, neither party shall have liability for damages to the other party as a result of the suspension or the Enumerated Event causing the suspension.

- (b) Exclusive Rights and Remedies for Casualty Events Causing Damage. The parties hereby confirm that where there is damage or destruction to the Dunedin Facilities as a result of a

Casualty Event (as defined in Section 24, above), it is their intention for the provisions of Section 24 (including those that pertain to any interference with the Club's operations as a result of such Casualty Event) to govern the parties rights and obligations in connection with same. An event that could qualify as either a Casualty Event or an Enumerated Event shall only be considered to be an Enumerated Event where it does not result in damage or destruction to the Dunedin Facilities. By way of illustration, if a terrorist attack results in damage to the Dunedin Facilities, it shall be considered a Casualty Event and the parties' rights and obligations in connection with same shall be determined in accordance with Section 24, above. If a terrorist attack does not result in damage to the Dunedin Facilities but nonetheless interferes with the Club's use of same, it shall be considered an Enumerated Event and addressed in accordance with this Section 32.

- (c) Effect of Suspension. During any suspension of the Agreement hereunder, the Annual Capital Payment shall be suspended only if it was the actions or omissions of the City or those for whom the City is at law responsible that caused the Club to be prevented from using the Dunedin Facilities or any material part thereof. The provisions of this Agreement which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect during the period of such suspension. During the period of such suspension, the Club shall be entitled to conduct its games, practices and other activities at alternate facilities of its choice and the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement. For certainty, in the event that any Home Major League Team ST Games or Home Minor League Games are cancelled or otherwise impacted during any period of suspension, the Club's game-related obligations under the Agreement shall not apply (including, but not limited to, its obligations in connection with marketing and promotional opportunities and the collection and remittance of the Capital Replacement Surcharge).
- (d) Termination of Agreement. Notwithstanding anything else in this Section 32, if the period of the suspension hereunder extends beyond twelve (12) months and such arises by reason of a national or local emergency, an actual or threatened terrorist attack, the United States being in a state of war, a labor dispute (other than a lock-out or strike of Major League Baseball players), or the gross negligence or willful misconduct of the City (including its employees and agents), then the Club shall have the option, exercisable in its sole discretion, to terminate this Agreement without liability to the City therefore.

### 33. CAPITAL REPLACEMENT FUND.

- (a) Establishment and Funding. During the Term of this Agreement, the City shall maintain an interest bearing fund for the purpose of Capital Replacement expenditures which shall be known as the "**Capital Replacement Fund**". The Capital Replacement Fund shall be used solely for Capital Replacement expenditures. The Capital Replacement Fund shall be funded from the following sources:
  - (i) Amounts paid to the City by the Club on account of the Capital Replacement Surcharge, in accordance with subsection 12(d) of this Agreement,



- (ii) That portion of the Annual Naming Rights Revenues paid to the City by the Club in accordance with subsection 20(a) of this Agreement,
- (iii) Proceeds of any taxable debt instrument issued by the City to fund a portion of the costs of the Project or other non-debt proceeds contributed by the City to pay a portion of the costs of the Project that are not, as agreed by the Club, needed to pay costs of the Project, and
- (iv) All interest accrued on amounts held within the Capital Replacement Fund.

In addition to the above, on or before June 30<sup>th</sup> of each of the sixth, seventh, eighth, ninth and tenth calendar years of the Initial Post-Renovation Term, the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund. By way of illustration, if the Threshold Date of the Agreement is in the year 2019, then the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund on or before June 30<sup>th</sup> of each of the years 2024, 2025, 2026, 2027 and 2028.

- (b) Nature of Capital Replacement Fund and Accounting. The City shall maintain the Capital Replacement Fund and shall separately account for it. The Capital Replacement Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Capital Replacement Fund and the information about amounts accrued therein. The City shall provide the Club with an accounting in respect of the Capital Replacement Fund at least annually, on or before October 30 in each year of the Term, whether or not requested by the Club. The designation and establishment of the Fund in and by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.
- (c) Approval of Expenditures. Expenditures of amounts held in the Capital Replacement Fund shall, unless otherwise mutually agreed in writing by the City and the Club, be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed. At the end of the Term, the City may inspect the Dunedin Facilities for purposes of confirming that all Capital Replacement expenditures that were approved and scheduled prior to the end of the Term and supposed to be addressed by the Club during the Term were completed. In the event that the City discovers any such incomplete Capital Replacements, the Club and the City shall work in good faith to utilize remaining funds in the Capital Replacement Fund for such purposes. By way of clarification, normal wear and tear of the Dunedin Facilities at the end of the Term shall not constitute a basis for undertaking Capital Replacements. Nothing herein is intended to afford the City any right to claim Capital Replacement expenditures that would not otherwise have been performed during the Term and the City shall not utilize this inspection process as a means to update the Dunedin Facilities with Capital Replacement Expenditures at the end of the Term utilizing the Capital Replacement Fund. The Club shall be entitled to all amounts in the Capital Replacement Fund at the end of the Term.
- (d) City Responsibilities. Capital Replacements shall be undertaken by the City as and when

required, without cost or expense to the Club, to the extent that the expenses can be funded first through the exercise of any warranty held by the City (for example a warranty relating to the construction of the Improvements), or second by the Capital Replacement Fund. The City shall administer the approved expenditures of amounts held in the Capital Replacement Fund and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, unless the parties shall mutually agree, each acting reasonably, for some or all of a particular Capital Replacement project hereunder to be delegated to the Club to complete, in which case the Club would be reimbursed from the Capital Replacement Fund.

(e) City's Right to Inspect; Request Capital Replacements. The City shall have the right but not the obligation to conduct an inspection of the Dunedin Facilities in the event that there is either: (a) an open and obvious hazard or dangerous structural condition, or (b) a clear and material violation of applicable laws in connection with matters under the Club's direct control or responsibility. The City will notify the Club in writing in the event that desires to conduct an inspection pursuant to the foregoing and shall give the Club reasonable advance notice and an opportunity to schedule same for a mutually agreeable date and time. In conducting any such an inspection, the City shall include one or more persons who are appropriately qualified and licensed to inspect the specific matters at issue and to report thereon. Following any such inspection by the City, the City shall provide the Club with all documentation, including photographs, field notes and final reports, relating to the inspection and results or findings associated therewith. In the event that the results of an inspection suggest that Capital Replacements should be made to the Dunedin Facilities to remedy any hazard or dangerous structural condition or bring the Dunedin Facilities into legal compliance, the City may request that Capital Replacements be undertaken for these purposes and the parties, each acting reasonably, will endeavor to address such Capital Replacements pursuant to subsections 33(c) and 33(d), above. The purpose of this provision is to permit the City with an inspection right to potentially address concerns regarding health, safety and general welfare. The inspection right described herein is not intended to permit the City to request or claim Capital Replacements are needed to items that have encountered normal wear and tear.

(f) Club Responsibility for Expenditures in Excess of Capital Replacement Fund. Unless otherwise mutually agreed by the parties, the Club will be responsible to pay the costs of Capital Replacements:

(i) in circumstances outside of those addressed in subsections 33(c), 33(d) (relating to the City's exercise of any warranty associated with the Improvements or otherwise in connection with the Dunedin Facilities) and 33(e), and

(ii) in circumstances addressed in subsections 33(c) and 33(e) but where the costs of the specific Capital Replacements agreed to be undertaken exceed the then-available funds held in the Capital Replacement Fund. In this latter circumstance, the Club's responsibility for costs would be limited to the amount by which the costs of the specific Capital Replacements exceed the then-available funds held in the Capital Replacement Fund.

In connection with Capital Replacements in connection with paragraph 33(f)(i), the Club shall have the option to undertake the Capital Replacements itself or to request that the City undertake same. The City shall not decline a request from the Club hereunder unless the request is unreasonable or would be unachievable by the City in the time frames requested by the Club. Where the City undertakes Capital Replacements hereunder, it shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, and the Club will reimburse the City for its expenditures on a rolling basis as such expenditures take place.

- (g) Club Discretion. Nothing in the foregoing shall limit the Club's discretion to undertake Capital Replacements at the Dunedin Facilities where such Capital Replacements do not utilize amounts held in the Capital Replacement Fund.

#### 34. FF&E.

- (a) All FF&E located within the Dunedin Facilities as of the Threshold Date will be owned by and be the property of the Club. Throughout the Term, the Club shall have the right at all times to modify, remove, replace and install FF&E in its sole discretion and at its sole expense and all such FF&E shall be owned by and be the property of the Club.
- (b) Within a reasonable period of time (not to exceed ninety (90) days) following the expiry or earlier termination of this Agreement, the Club shall remove, at its own cost, all of the FF&E, and the failure to so remove such FF&E shall cause a forfeiture of any remaining FF&E to the City.

35. **EXPANSION AND RENOVATION OF FACILITIES.** As of the Threshold Date, the City has completed the Project, being a major renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement and including the Improvements.

#### 36. NATURE OF AGREEMENT/MISCELLANEOUS.

- (a) License. This Agreement shall be deemed to be a use agreement in the nature of a license and shall not be deemed to be a lease or conveyance of any real property rights nor shall this Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of any statute regarding landlord and tenant rights. This Agreement shall not establish a landlord-tenant relationship between the parties. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the parties.
- (b) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of any principles of conflict of laws or choice of laws of any jurisdiction. The exclusive jurisdiction, venue and forum of any lawsuit or legal proceeding arising out of this Agreement shall only be the state courts of Florida located in Pinellas County, Florida and the Federal Courts located in Hillsborough County, Florida. The Parties waive any and all rights to object to jurisdiction or venue in other forums.

- (c) Compliance. The City shall be solely responsible to ensure that that Dunedin Facilities comply with all applicable building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies and shall, in connection with the foregoing, have the right, from time to time and on reasonable advance notice to the Club, to inspect the Dunedin Facilities.
- (d) Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties and replace and supersede all prior agreements and representations, including, in particular, the Existing Agreements and the 2017 License Agreement. No alteration, amendment or modification to this Agreement shall be valid unless executed in writing by the parties, and no subsequent oral agreement shall have any validity or in any way affect the terms of this Agreement; provided, however, that no provision of this Agreement will be supplemented, modified, amended or waived without MLB Approval.
- (e) Assignment. The Club may assign this Agreement or any of its rights or obligations hereunder to any entity affiliated with the Club or to the successor of the Club in its ownership of the Major League Team. Subject to the foregoing and except as otherwise expressly provided herein or consented to by the City, the Club shall have no right to assign or transfer any rights, privileges or obligations granted by the terms of this Agreement to any third party. In the event of an assignment in contravention of the preceding sentence, the Club shall continue to be primarily responsible to the City for the performance of the Club's obligations under the terms of this Agreement.
- (f) Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be interpreted to be for the benefit of a third party.
- (g) Currency. All dollar amounts hereunder are expressed in U.S. currency.
- (h) Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other party, but failure to do so does not invalidate this Agreement.
- (i) Invalidity. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- (j) Delegation. No provision of this Agreement shall be construed to have made, permit or require the delegation by the City to the Club or any other party of any governmental function of the City.
- (k) Radon. As required by law, the City hereby makes the following disclosure:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a

building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. This acknowledgment is given pursuant to Florida Statutes 404.056(8) and is required by law to be given at or before the time a contract for the use of real estate is signed.

- (l) **Right of First Refusal.** In the event that the City shall obtain title to the property immediately east of the Grant Field Facilities, presently belonging to the Pinellas County School Board, presently occupied by Curtis Fundamental Elementary School, then and in that even the City does hereby grant a right of first refusal to lease the same property to the Club in the event that the City shall offer such property for lease or sale to a third party. In the event that the City offers such property for lease or sale and receives an offer of lease or purchase on said property, the City shall give the Club thirty (30) days written notice of such contract and the Club shall have the right for thirty (30) calendar days from the date of receipt of such notice to advise the City in writing that it wishes, at the Club's option, to lease or purchase said property on the same economical terms and conditions set forth in the offering contract. In the event that the Club choose to exercise such right of first refusal, it shall present a contract reflecting the same terms and conditions as the offering contract within the aforesaid thirty (30) day period. The right of first refusal shall be coterminous with the Term of this Agreement.
- (m) The parties hereby agree to furnish upon request to each other such further information, to execute and deliver to each other such other documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement. In the event that this Agreement is executed prior to the finalization of the Development Agreement, the parties shall update this Agreement to include any references to provisions of the Development Agreement that may be required.

### **37. DEFAULT.**

- (a) The occurrence of one or more of the following shall constitute an event of default:
- (i) The Club fails to pay or cause to be paid, in full and when due, any installment in connection with the Annual Capital Contribution called for herein and the Club does not cure such failure within forty five (45) days of receipt of notice of such default from the City. In the event of a default arising from the failure to make payment of an installment in connection with the Annual Capital Contribution, the City may declare that all Annual Capital Contributions shall accelerate to maturity and all such Annual Capital Contributions shall become immediately due and payable.
- (ii) The failure by either party to perform, observe or comply with timely, at any time during the Term, any term, representation, condition, obligation, covenant, or other provision requiring performance of that party under this Agreement (except the payment of any installment on account of the Annual Capital Contribution) and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party,

unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.

- (iii) The dissolution or liquidation of the Club, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club's property, or the assignment of any of the Club's property for the benefit of its creditors, if the Club fails to lift, stay or dismiss within a reasonable time frame acting in good faith with diligent efforts such proceedings or similar proceedings under Canadian law.
- (iv) An Impermissible Relocation Event occurs (which, for certainty, shall not include a temporary relocation by the Club that is permitted under this Agreement).
- (v) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.
- (b) In the event of any default by the Club, the City may take any action as is permitted in law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Agreement; provided, however, no such enforcement shall include a requirement of the Club to play Home Major League Team ST Games at the Dunedin Facilities during the Term, the City's remedies in respect of any default in so playing being limited to monetary damages.
- (c) In the event that an event of default by the City occurs, the Club may take any action as is permitted in law or in equity may, including instituting such action against the City as the Club may deem necessary to compel performance or the Club may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the City.
- (d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- (e) In the event either party shall default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.
- (f) Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each

and every such remedy shall be cumulative and in addition to any other remedy given under this Agreement now or hereafter existing at law or in equity or by statute.

- (g) Notwithstanding any other provision of this Agreement, the City shall not terminate this Agreement, and the City shall not take possession of the Dunedin Facilities upon an event of default or exercise any other remedy made available to it hereunder, during any Spring Training Season.

### 38. RELOCATION EVENTS.

- (a) For the purposes of this Section 38:

- (i) **"Impermissible Relocation Event"** means the permanent cessation of use by the Club of the Dunedin Facilities for Spring Training purposes which is not a Permissible Relocation Event; and
- (ii) **"Permissible Relocation Event"** means a permanent cessations of use by the Club of the Dunedin Facilities for Spring Training purposes that is excused or permitted by the terms of the Agreement. For clarity, in any circumstance in which this Agreement provides the Club with a right to terminate this Agreement (i.e. pursuant to subsection 24(h) and subsection 32(d)) or in which the Agreement automatically terminates (i.e. pursuant to subsection 24(b)), any related cessation of use will be deemed to be a Permissible Relocation Event.

- (b) Upon the occurrence of an Impermissible Relocation Event, the Club shall be obligated to:

- (i) reimburse the State for all remaining payments to be made by the State pursuant to Section 288.11631, Florida Statutes from the date of the Impermissible Relocation Event through the end of the Term,
- (ii) reimburse the County for all remaining payments to be made by the County under the Interlocal Agreement with the City from the date of the Impermissible Relocation Event through the end of the Term,
- (iii) reimburse the City for all remaining payments to be made by the City on a debt instrument issued by the City for financing the costs of the renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement (not included in item (i) or (ii) above) from the date of the Impermissible Relocation Event through the end of the Term, and
- (iv) reimburse the City for its pro-rata share of the City's original capital contribution to the Project not included in (i), (ii) or (iii) above,

except to the extent any of the foregoing amounts are otherwise recoverable by the City (e.g. through insurance proceeds, a third party contractual indemnity or other means).

(c) Upon the occurrence of a Permissible Relocation Event, the Club shall not have any obligation to reimburse the amounts set out in the preceding subsection and the City shall be solely responsible for all such amounts. Without limiting the generality of the foregoing, and for further clarity, the parties agree that if the Club terminates this Agreement pursuant to its termination rights under subsection 24(h) or subsection 32(d) or the Agreement automatically terminates pursuant to subsection 24(b):

(i) the Club will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the “State Agency”), as well as the applicable agency of Pinellas County that has been charged with administrative oversight and enforcement of the County’s funding commitments the Project (the “County Agency”),

(ii) the Club will not have any further obligation pursuant to this Agreement or the Development Agreement, to pay any amounts to the City, or to make any other payments or contributions, pursuant to the Agreement, nor will the Club have any further liability to the City,

(iii) the Club will not have any obligation pursuant to this Agreement or the Development Agreement to repay either the City or the State of Florida for any State Development Funds in connection with such Club termination,

(iv) the Club shall be entitled to all amounts then held in the Capital Replacement Fund, less only those amounts contributed by the City to same pursuant to Section 33 hereof during the years 2024, 2025, 2026, 2027 and/or 2028 that were not previously utilized for Capital Replacements,

(v) the Club will not have any obligation pursuant to this Agreement or the Development Agreement to repay either the City or Pinellas County for any amounts contributed by Pinellas County to the Project or any amounts remaining to be paid by Pinellas County under the Interlocal Agreement with the City in connection with such Club termination, and

(vi) the City shall indemnify and hold the Club harmless from any assertion or claim by the State Agency, the State of Florida, the County Agency or Pinellas County that any amounts are payable to any of them by the Club.

**39. NOTICES.** Any notice or other communication relating to enforcement of this Agreement shall be in writing, and shall be deemed given: (a) in the case of hand delivery, upon delivery to the addresses set forth below; and/or (b) in the case of mail, five (5) business days after mailing to the addresses set forth below; and/or (c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission to the facsimile numbers set forth below, and/or (d) in the case of courier, upon confirmation of delivery to the addresses set forth below:



**If to the City:** The City of Dunedin  
542 Main Street  
Dunedin, Florida, USA  
34698

Attention: City Manager  
Fax: (727) 298-3078

**With a copy to:**

Trask Daigneault, LLP  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, Florida, USA  
33756

Attention: Thomas J. Trask  
Fax: (727) 733-2991

**If to the Club:** Rogers Blue Jays Baseball Partnership  
373 Douglas Ave.  
Dunedin, Florida, USA  
34698

Attention: Director of Florida Operations  
Fax: (727) 734-7661

**With a copy to:**

Rogers Blue Jays Baseball Partnership  
One Blue Jays Way, Suite 3200  
Toronto, Ontario, Canada  
M5V 1J1

Attention: President and CEO  
Fax: (416) 341-8946

**And a further copy to:**

Rogers Blue Jays Baseball Partnership  
One Blue Jays Way, Suite 3200  
Toronto, Ontario, Canada  
M5V 1J1

Attention: Vice President, Legal & Government Affairs and  
General Counsel  
Fax: (416) 341-1427

**And a further copy to:**

Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida, USA  
328801

Attention: Gregory D. Lee, Esq.  
Fax: (407) 841-0168

**40. MLB SUBSERVIENCE.** Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the Spring Training territory of the Toronto Blue Jays as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.


**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto as of the day and year first above written.

ATTEST


**CITY OF DUNEDIN, FLORIDA**  
A Municipal Corporation of Florida

  
Denise Kirkpatrick, City Clerk

  
By: Julie Ward Bujalski, Mayor

(Seal)

APPROVED AS TO FORM:

  
Thomas J. Trask, City Attorney

  
By: Jennifer K. Bramley, City Manager


**ROGERS BLUE JAYS BASEBALL  
PARTNERSHIP**

WITNESSES:

  
Name: Siu-In Lau

  
By: Mark A. Shapiro, President and CEO

  
Name: Siu-In Lau

  
By: Matthew J. Shuber, VP, Legal and  
Government Affairs

**EXHIBIT "A"**

**Grant Field Facilities**

All Stadium facilities and improvements, including parking, now existing and as improved in the future, on the following parcel of land:

THE NW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, LESS A LOT IN THE NE CORNER OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, RUNNING EAST AND WEST 345 FEET AND NORTH AND SOUTH 635 FEET KNOWN AS SCHOOL TRACT. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY.

LESS AND EXCEPT:

THE WEST SIX HUNDRED SIXTY-THREE (663) FEET OF THE SOUTH FOUR HUNDRED NINETY-TWO AND FIVE TENTHS (492.5) FEET OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST; SUBJECT HOWEVER, TO THE RIGHT OF WAY OF THE PUBLIC THOROUGHFARE KNOWN AS COUNTY HIGHWAY NO. 33 (OR DOUGLAS AVENUE) OVER THE WEST THIRTY-THREE (33) FEET OF SAID TRACT.

LESS AND EXCEPT:

THE E ½ OF THE NW ¼ OF THE SE ¼, LESS THE SOUTHERLY 492.5 FEET OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, SITUATE IN THE CITY OF DUNEDIN, FLORIDA;

LESS AND EXCEPT:

LANDS PLATTED AS PLAZA HEIGHTS, PLAT BOOK 43, PAGE 74, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

LESS AND EXCEPT:

ANY PORTION OF DEED BOOK 775, PAGE 533 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN THE SOUTH 492.50 FEET OF THE NORTHWEST ¼ OF THE OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

CONTAINING 12.0 ACRES MORE OR LESS.

**[Remainder of Page Intentionally Left Blank]**

**EXHIBIT '66 A'**



## EXHIBIT "B"

### Complex Facilities

All facilities and improvements, including parking, now existing and as improved in the future, on the following parcels of land (which together occupy approximately 58.5 acres):

#### **1. Engelbert Site (Blue Jay Complex Boundary Survey 1977)**

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND LOTS 8 AND 9, PINELLAS GROVES AS RECORDED IN PLAT BOOK 3, PAGE 15, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS THE EAST 320.0 FEET OF THE NORTH 140.0 FEET OF THE WEST 900.0 FEET OF THE SOUTH 200.0 FEET SAID SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ IN THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST. CONTAINING 1.0 Ac MORE OR LESS.

LESS THE EAST 15.0 FEET OF SAID LOTS 8 AND 9 LYING WEST OF BLOCK "N", RAVENWOOD MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 70, PAGES 92-94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. CONTAINING 0.44 Ac MORE OR LESS.

REMAINING PARCEL: 27.4 Ac MORE OR LESS.

#### **2. Vanech Site (Stevens Jones Boundary Survey 1987)**

THE SW ¼ OF THE NE ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LESS THE NORTHERLY 520.00 FEET AND THE SOUTHERLY 400.00 FEET THEREOF; AND THE NORTH HALF OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 24, LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 4237, PAGE 1115 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST, AND THE SE ¼ OF THE NW ¼ OF SAID SECTION 24, LESS THE NORTHERLY 494.00 FEET THEREOF, AND LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN O. R. BOOK 4237, PAGE 1115 AND O. R. BOOK 4239, PAGE 345 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST.

#### LESS:

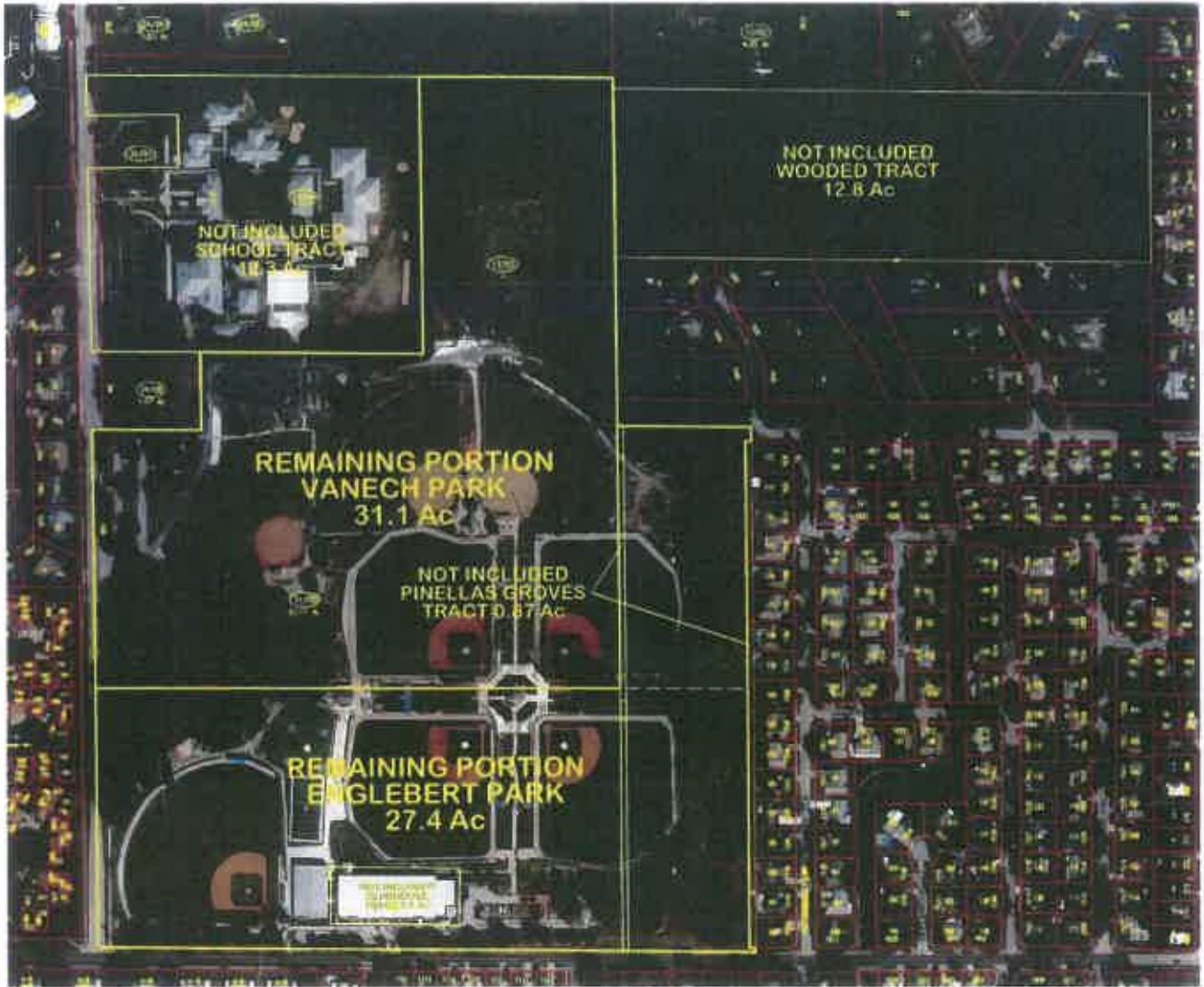
COMMENCE AT THE CENTER OF SECTION 24 GO NORTH 400.06 FEET TO POINT OF BEGINNING, EAST 1335.34 FEET, NORTH 417.35 FEET ALONG THE EASTERN BOUNDARY OF THE SPANISH ACRES SUBDIVISION. THENCE WEST 1335.55 FEET, SOUTH 417.35 FEET TO THE POINT OF BEGINNING. CONTAINING 12.8 Ac MORE OR LESS.

LESS SCHOOL BOARD PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 7021, PAGE 252 OF THE PUBLIC RECORDS OF PINELLAS COUNTY. CONTAINING 12.3 Ac MORE OR LESS.

REMAINING PARCEL: 31.1 Ac MORE OR LESS.

**EXHIBIT "B"**

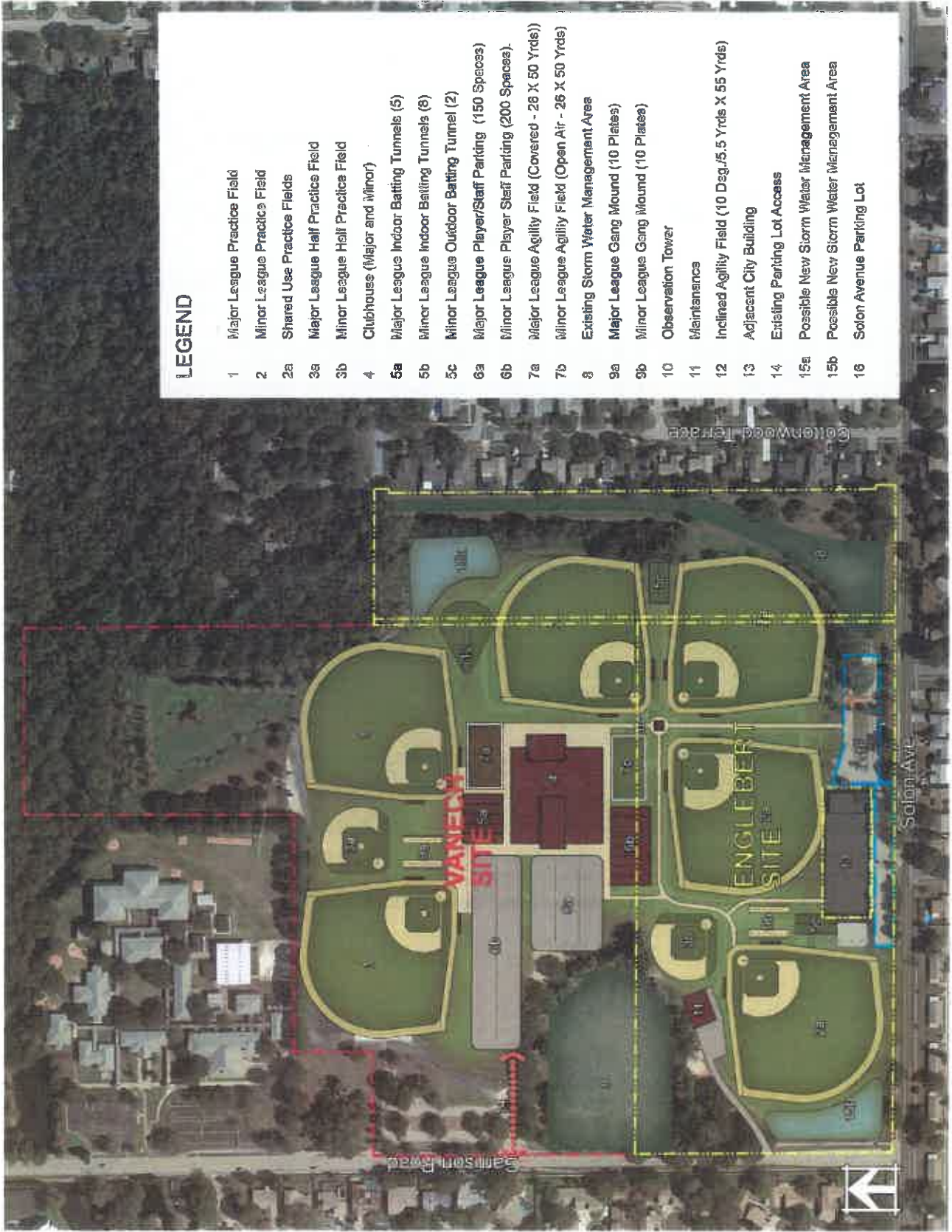
**Illustration of the Above-Described Lands and Associated Acreage**



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**EXHIBIT "B"**



**LEGEND**

- 1 Major League Practice Field
- 2 Minor League Practice Field
- 2a Shared Use Practice Fields
- 3a Major League Half Practice Field
- 3b Minor League Half Practice Field
- 4 Clubhouse (Major and Minor)
- 5a Major League Indoor Batting Tunnels (5)
- 5b Minor League Indoor Batting Tunnels (8)
- 5c Minor League Outdoor Batting Tunnel (2)
- 6a Major League Player/Staff Parking (150 Spaces)
- 6b Minor League Player Staff Parking (200 Spaces)
- 7a Major League Agility Field (Covered - 28 X 50 Yrds)
- 7b Minor League Agility Field (Open Air - 26 X 50 Yrds)
- 8 Existing Storm Water Management Area
- 9a Major League Gang Mound (10 Plates)
- 9b Minor League Gang Mound (10 Plates)
- 10 Observation Tower
- 11 Maintenance
- 12 Inclined Agility Field (10 Deg./5.5 Yrds X 55 Yrds)
- 13 Adjacent City Building
- 14 Existing Parking Lot Access
- 15a Possible New Storm Water Management Area
- 15b Possible New Storm Water Management Area
- 16 Solon Avenue Parking Lot



**Exhibit "C"**  
**Improvements**

Ver. 3.0 - As of September 9, 2016

**TORONTO BLUE JAYS**  
**FACILITY IMPROVEMENTS CONCEPT**

**PROGRAM / NEEDS ASSESSMENT**

**GAME DAY STADIUM AT DOUGLAS AVENUE SITE (EXISTING LAND)**

**AND**

**COMBINED MAJOR AND MINOR LEAGUE DEVELOPMENT COMPLEX AT SOLON AVENUE**  
**SITE (WITH ADDITIONAL LAND TO THE NORTH)**

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**Table of Contents**

<b>DOUGLAS AVENUE SITE (STADIUM SITE)</b> .....	62
Stadium Improvements .....	62
Douglas Avenue Clubhouse and Office Space Review and Upgrades .....	71
Other/Exterior .....	71
<b>SOLON AVENUE SITE (COMPLEX SITE)</b> .....	73
Fields and Exterior Areas .....	73
Joint Major / Minor League Offices and Reception .....	79
Shared Spaces .....	79
Major League Operations Offices .....	80
Minor League Operations Offices .....	80
Florida Operations Offices .....	81
Joint Major / Minor League Clubhouse Spaces .....	82
Clubhouse and Training Spaces for Exclusive Use of Major Leaguers .....	85
Clubhouse and Training Spaces for Exclusive Use of Minor Leaguers .....	88

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### DOUGLAS AVENUE SITE (STADIUM SITE)

#### Stadium Improvements

**Renovation of the stadium to bring it up to modern-day standard, including the following key amenities / elements:**

- **Seating.** Stadium capacity of 8,500 based on:
  - Fixed seating for 6,500 people. Assume 19 inch "flip up" seats
  - Standing room, berm seating and "alternate seating" space (such as at least one "party deck", and four tops / high top seating on outfield portion of boardwalk) for 2,000
- **Shaded seating and protective netting.**
  - Significant number of shaded seats (high percentage of overall seating, including shading for some of the higher priced seating areas and, if possible, some portion of the berm). Might be achieved by extending the existing overhang (if engaging in a renovation) or by some entirely new structure or overhang.
  - We note that in boardwalk areas we're advised that trellises are not sufficient for shading, so we suggest another idea be presented.
  - Protective netting required in areas around home plate, down lines and behind dugouts. May also be needed in front of berm if that area is in direct line of foul balls.
- **Boardwalk.** Outfield "boardwalk" permitting 360 degree fan circulation around the stadium, with sufficient space on outfield portion of the boardwalk for:
  - good-sized "tiki" bar
  - additional smaller bar located in opposite corner room for 8 – 10 stools across
  - requires fixed food concession area, preferably including BBQ grills (\*definitely need to have a permanent bbq location somewhere and we have included a fixed concession stand at this location below under "Food and Beverage Concessions and Related", below)
  - requires a spot for at least one (1) temporary food concession stand
  - Fixed merchandise store of between 700 and 900 square feet
  - men's and ladies' washrooms (sufficient to meet code and capacity requirements)
  - 4 tops seating and high top stool seating, including stools and ledges along front of boardwalk (final numbers will be determined based on length of boardwalk and layout of other items).
    - Once we determine the length of the boardwalk we can determine the number of stools and 4 top seating which is needed on the boardwalk.
  - If possible, would like to have some means to access to the boardwalk from our office space (could be a short stairwell with a door a secured door at the top).
  - Would like to see if the boardwalk could connect to the ground floor concourse (whether by stairs or ramp), as opposed to the second level concourse.
- **Luxury Suites.** Want a total of five (5) luxury suites:

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- 3 of which can be either separate or combined into 1 large party suite (these would be intended as the saleable "fan" suites),
- 1 of which would be a players' family suite geared towards players' wives/families.
- 1 of which would be an "owner's suite", located directly behind home plate.

Each suite should have about 325 square feet of interior space. Optimally, all should have outdoor seats and washrooms (although if space was too limited to permit independent washrooms, the 3 combinable suites could possibly have shared washroom accessible from the suite hallway). Each of the five (5) suites should have outdoor seating for 12 and total capacity of 20.

- **Box Office.** Florida Auto Exchange Stadium currently has 4 windows for selling and 2 for will-call. It does not contain any offices.
  - *We require ten (10) exterior-facing box office windows (2 will call, 1 VIP pick-up, 7 selling) and a further two (2) box office windows that face the inside of the building.*
  - *We require two (2) permanent office spaces inside the box office (to house box office manager and supervisor).*
  - Optimally, box office would be located near primary stadium entrance.
  - Box office will need speakers and microphones to speak with customers and monitors above the windows (for messaging).
- **Entrances.** Greater number of game day stadium entrances than the two (2) that currently exist (Florida Auto Exchange Stadium really only has 1 main entrance and 1 gate that is used for season ticket holders). *Would like to have two (2) "main" entrances, one (1) smaller entrance for season ticket holders, and one (1) separate Staff-only entrance (which would have the office access control system).*
  - *Need to add a covered area at all entrance locations - the covered area will be used for our metal detectors and any design should account for the space needed for same.*
- **Public Concourses.** Two concourse levels (likely one at grade and one above grade, connected to the boardwalk).
- **Elevators.** Addition of at least 2 elevators (currently have 1), *for a total of three (3) elevators to bring people and food to 2<sup>nd</sup> level.* Possible locations would be 1 behind home plate, and one each down each first and third base lines. Optimally, each elevator location should have adjacent stairs (currently no such stairs exist).
- **Public Restrooms.** Appropriate number and distribution of public restrooms for the number of fixed seats and total building capacity. *Expectation is that this will be developed based on current laws and stadium standards.* Note that Florida Auto Exchange Stadium currently has only 2 locations (women have total of 8 sinks, 16 toilets and men have a total of 7 sinks, 9 toilets and 9 urinals).
  - As noted elsewhere, we will need public restrooms located on the boardwalk, and also within the main *Jays Shop* merchandise store (for use during non-game days).
- **Bullpens / Gang Mounds.**
  - At the present time, the stadium has six (6) "private" Blue Jays gang mounds in close proximity to the office / clubhouse building. The mounds are covered by netting to ensure that any home run balls do not strike persons using the mounds. *To the extent possible within the ultimate*

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

*renovation design, we would like to retain as many of the existing gang mounds as possible, but in any event not less than 3.* There is no need or desire to upgrade or improve these mounds.

- Adjacent to the mounds is currently a tower where Blue Jays bullpen pitchers sit during games. The current towers are not shaded and are spread too far apart. In all likelihood, the new boardwalk will be passing through this area, and the design needs to include a space for bullpen pitchers to sit in this area, with shade and view of the field.
- Visiting team needs 2 bullpen mounds. These can be very basic and placed anywhere that makes sense in the renovated stadium. Will also need appropriate tower.
- **Dugouts.** Dugouts size needs to increase (both length and width) as compared to what presently exists at Florida Auto Exchange Stadium in order to properly accommodate players and uniformed coaches. Plan needs to include enough space for photo bay / photo dugout at end of each dugout (not covered). Bullpens are accessed from the field only and that can remain the case (no tunnel needed). Club will want to see specifics of proposed dugout dimensions on any proposed plans.
- **Wiring/cabling.** Supply and install integrated cabling for state-of-the-art internet and television and radio broadcast. Broadcast Truck Cabling to include current industry-standard broadcast copper and fiber-optic trunks, including DT-12 audio, coaxial video, Triax camera, SMPTE311 Hybrid camera fiber and single-mode ST fiber optic trunks. All broadcast cabling bulkheads in areas subject to the elements should be mounted in weatherproof NEMA-rated enclosures. At minimum, television bulkhead locations should include, Low 1st Base, Low 3rd Base, High 1st Base, High 3rd Base, High Home, Center Field, Outside Home and Visiting Locker Rooms, and all TV and Radio booths. All broadcast trunk lines should terminate at an interconnect rack room near broadcast truck parking location (see below, seeking space for two (2) broadcast trucks). Eventually, Toronto IT and stadium engineering can assist in setting out the final specs.
- **TV and Radio.** Five (5) booths in total: two (2) TV booths, two (2) radio booths and one (1) booth that is capable of being used for TV or radio.
- **Public Address/Video board Control Room Booth.** Need one (1) large PA booth/control room of approximately 500 square feet, and associated equipment. Room would need to house approximately 12 people and equipment (current booth only has room for 3 chairs and is about 5' x 10'). Equipment would depend in part on the specific video boards and other electronics that get installed. Assume that final specs would be developed in conjunction with whatever consultant helps design the video board and stadium PA systems, however, we anticipate that:
  - Video board Control Room facility would be designed to incorporate four (4) live cameras (including one wireless camera), video replay and playback capabilities, as well as graphics display capabilities. Video display software should be integrated into baseball scoring system
  - Room will also house main PA mixing console and PA Announcer
- **Scoreboard and Other Boards.** Although the final specs should be established in conjunction with a consultant who has expertise in these things, we generally require the following scoreboards/signage spaces and costs should be included in any cost estimates:

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- New 16x9 true HD main LED display. Needs to be large enough for replays and to be able to split the screen when needed (e.g. to show lineup or other items). Anticipate needing at least 40 feet wide. May want additional videoboard element running along the bottom, to show innings and scoring info, but final layout would have to be determined at later date.
- Radar speed display capability integrated into video display software.
- Would probably want a space above the main videoboard to display signage with the stadium name and some team creative (e.g. our stylized "Toronto Blue Jays").
- Would probably want a space below the main videoboard for sponsor information or signage.
- Additional smaller scoreboard (probably to be placed above stands on 1<sup>st</sup> base side) to display score, count, inning. This is needed for people watching from the boardwalk and berm areas. May not need to be a true "videoboard".
- LED signage above box office windows, to announce upcoming games, etc.
- Free-standing signage structure incorporating LED screens (minimum of two) for video messaging, for installation at corner of Douglas Avenue and Beltrees Avenue. Structure and screens need to be large enough to be seen from a distance (estimate that screens would need to be 8 feet by 6 feet or thereabouts)

*We understand that new videoboard was recently installed in Clearwater (Phillies) and that plans are currently being developed in Lakeland (Tigers). In Toronto, we have worked with Daktronics and could ultimately assist in making contact with them.*

- **Audio.** New distributed sound audio system up to current stadium standards (with separate audio zoning capabilities in the concourse area and outside the main gates). Audio software provisions for live music playback, recorded gate announcements, and routing of radio or television audio to concourse areas. Currently, Florida Auto Exchange Stadium speakers are located only on outfield scoreboard. New system would have to be able to be heard at all stadium locations.
  - Baseball press area to include two desktop-style push-to-talk microphones for the official scorer and media relations rep with the ability to page into the press area. This feed should also be available on the sound system network, and at the interconnect patch room for distribution to television and radio broadcasters.
- **Media Areas:**
  - **Press Box** - Larger press box than currently exists - require room for 50 to 60 persons and all having a view of the field. Assume this will require at least 1,600 square feet (65 x 25). *Should not be in the prime locations, as we wish to save those for fans and executives.* Could be off to one side if necessary having regard to the placement for other items. Require power, wi-fi, Ethernet and other standard hookups. Also need phone between press box and dugout.
    - Washrooms - Addition of media-only washrooms in vicinity of press box (there are none at current Florida Auto Exchange Stadium)
    - Drinks - Replace press box refrigerator/bottled beverages with soda dispenser (and associated lines),
  - **Press Toilet Rooms.** Two (1) single person washrooms (one male and one female) within the Press Box area. Total space needed is 160 square feet.
  - **Stadium and Press Box Entrances** - Dedicated media entrance/exit for media and staff at stadium and stair access to press box/press areas (currently the press has to access by walking through the public seating areas). Need to ensure ability for press to leave the facility after hours. Right now, at a certain point after the game, stadium gates are locked and for any press

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- that stay behind in the press box, there is no flexibility to allow those persons to exit the building and have a door lock behind them automatically. Providing a subway-style, exit only gate may serve the need here.
- *Access to photo/camera dugouts* – would like there to be a way for press to access photo/camera dugouts without needing to enter the field of play,
  - *Parking* - Additional parking for media is needed (see parking heading)
  - *Media Dining and Related* - Current media dining room at Florida Auto Exchange Stadium is at grade and under the stadium structure near shallow right field. *If that portion of the stadium will remain intact then we are prepared to continue to use that same space for media dining, with only very minor upgrades (e.g. paint and some new furniture, counter workstations around exterior walls and possibly some electrical and Ethernet outlets and wiring).*
    - Food could be prepared and delivered from the main concessionaire prep kitchen / commissary. Alternatively, the current media dining room does have an adjacent kitchen but it would need upgrades to make it usable.
  - *Media Work Facilities* – right now there is small media work room located on the ground floor of the offices/clubhouses building, located near Blue Jays reception. It is a little bit tight, however, we are fine with retaining that and potentially adding some work spaces to the media dining area (see prior bullet point). Should probably review the existing work room to see whether it requires some minor improvements (e.g. electrical upgrades or Ethernet).
- *Center field camera well.* Currently the main center field camera well is off center (towards LF) and too low. Would like to relocate CF cameras to a slightly higher, more centered location, similar to CF camera angles in Major League stadiums.
  - *Merchandising:*
    - Large fixed merchandise store (*Jays Shop*) – probably at minimum 3,000 square feet in a high traffic area with good visibility,
    - Storage space of at least 1,000 square feet,
    - Secondary merchandise shop on the boardwalk (800 square feet) or some reasonable substitute (e.g. substantial merch kiosk or kiosks)
    - Need a 150 square foot room for counting money and reviewing all receipts, which room needs to be equipped with a safe
  - *Paramedics.* Require a paramedics' office and appropriate space to help guests. Need about 250 square feet and needs to include 3 beds, 3 sinks and hot and cold water and 1 toilet.
  - *Customer Service.* Need a Customer Service office, with a small space for guests, located in an easily accessible area and with a view of the main concourse near the main stadium entrance. Need about 125 square feet.
  - *Food and Beverage Concessions and Related.* Increased food and beverage concessions capabilities (including upgraded commissary with easy access to elevator to second floor, upgraded preparation areas, refrigeration, etc.). Final specifics (including number and location of fixed concessions and

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

number and location of mobile units) will depend on the ultimate stadium design and layout but core needs would be:<sup>1</sup>

- New properly ventilated and lit office space (700 to 1,000 square feet) for concession company management staff. Should be located in proximity to primary concession stands,
- Dedicated, well-ventilated preparation, cooking and storage area of at least 2,000 square feet which should include, at a minimum,
  - 225 square foot walk-in freezer (including appropriate storage racks)
  - 225 square foot walk-in refrigerator (including appropriate storage racks)
  - Large Ansel Exhaust Unit
  - Double sized ice machine
  - Eight (8) large prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Appropriate shelving for dry good storage
- At least two (2) large concessions stands (one on first base side and the other on 3<sup>rd</sup> base side) in the main (ground level) concourse area, with each stand having space for eight (8) points of sale and four (4) beer or fountain service spots. Both stands require food preparation area and should also include:
  - Large Ansel exhaust unit
  - Ice machine and all necessary water hook-ups
  - Sinks and associated plumbing
  - At least one 100 square foot walk-in refrigerator in each fixed concession location (including appropriate storage racks),
  - Enough space for 3 prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Beer and fountain drink taps, lines and equipment
- At least one (1) smaller concession stand located in the outfield (possibly behind batters eye) with space for six (6) points of sale and three (3) beer or fountain service spots. Stand requires food preparation area and should also include:
  - Large Ansel exhaust unit
  - Ice machine and all necessary water hook-ups
  - Sinks and associated plumbing
  - At least one 100 square foot walk-in refrigerator (including appropriate storage racks),
  - Enough space for 3 prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Beer and fountain drink taps, lines and equipment
- Large Tiki Hut (i.e. liquor, beer and non-alcoholic drink service location) located in the outfield area should be approximately 30 feet long by 10 feet wide. Should include televisions, bars and stools, refrigeration, taps, etc. Should be covered to protect staff and patrons from the elements.

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<sup>1</sup> As designs are created we want to ensure that the concessions are being designed appropriately and in accordance with industry standards for similarly sized buildings and the specific seating and other unique elements of this facility. Listed items are minimum requirements only and should not limit what is necessary and to be included.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- Optional smaller Tiki hut located along the 3<sup>rd</sup> base left field (would need to be approximately 10 feet wide by 12.5 feet)
- Awnings for all concession stand that are exposed to the elements,
- Rubberized flooring in all concession stands,
- All necessary electrical capacity and hook-ups for fixed and mobile concessions.
- We currently have fifteen (15) temporary / mobile food and drink points of sale at Florida Auto Exchange Stadium. Will require more than that at renovated location and project plan needs to include the space for same and the units themselves.

Anticipate that stadium concepts and cost estimates will include above, along with any other elements and equipment that are in line with current-day standards.

- *Enclosed Bar / Restaurant Area with Field View ("Craft and Draft Area").* Would like to have an air conditioned, indoor bar/ restaurant location (like in Sarasota) with a view of the field (through windows) and monitors to show the game as well. This space would provide fans with an opportunity to get out of the sun and be able to eat and drink. Would probably need about 2,400 square feet and it would contain a bar, high top tables and high chairs. Would not have kitchen facilities attached. Instead simple food items would be prepared in main floor concessions / commissary spaces. Small pantry with refrigeration would be attached to the area (approximately 120 square feet). Goal is to be able to hold about 80 people. On non-game days the area could be used for group events or meetings. *Would like to see if it could be located near the upper part of the building on the 1<sup>st</sup> or 3<sup>rd</sup> base side (past any suites).*
  - If being built behind a seating section and additional deck needed in order to finish off the area then the additional deck area need not be enclosed or air conditioned (i.e. there could be an adjacent outdoor area of approximately 1,700 square feet that is accessible from the Craft & Draft area and/or seating bowl). Will allow for future expansion and/or modification.
- *Visitor's Clubhouse and Related.* New visitor's clubhouse of approximately 3,600 square feet total. Should be a very basic clubhouse, including:
  - Better lighting, appropriate flooring, water fountains,
  - Manager's office / locker room of approximately 200 square feet with room for a desk, locker, and a few chairs
  - Coaches locker room with space for 8 lockers (approx. 350 square feet for the locker room and approx. 200 sf for the washroom (hope to accommodate 5 showers, 3 sinks, 2 toilets and urinal)
  - Players Locker Room (all new basic lockers with chairs) with 30-35 lockers, and counter space for food and baseball equipment (approx. 1,600 sq. ft.)
  - Players washroom/showers with 5 sinks, 3 urinals, 4 toilets and 10 shower heads (approx. 550 square feet)
  - 200 square foot laundry room including 2 commercial washing machines, 2 commercial dryers and storage area (along with associated power, plumbing and drainage),
  - Small kitchen (100 square feet) with fridges, oven and counter space for Clubhouse attendant to prepare food,
  - Adequate power outlets for players and staff to plug in phones and tablets, and
  - Training area with 3 training tables, a wet area with above-ground stand-alone hot and cold tubs, counter space for use of trainers' equipment and supplies (approx. 400 square feet).



## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Umpire's room.** Upgraded umpire's room, with locker area approximately 15 feet x 20 feet in size (total of about 300 square feet), optimally located next to visitor's clubhouse (could be in same building if visitor's clubhouse requires a new building). Some of the specifics include:
  - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
  - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that)
  - AC, Cable TV, and Phone
- **Staff locker room and Lunch Room.** Game day staff locker room, washrooms and lunchroom needed. Anticipate that the locker room portion would require about 400 square feet and the eating area would need about 500 square feet. Another 300 square feet needed for washroom area.
  - Would like to find a way to allow the space to be unisex (for example, there would be a single small "locker" room, perhaps with just open storage, along with 3 or 4 adjacent small private areas of 10 feet x 5 feet, each with a toilet, sink, bench and mirror for people to change in). Does not matter where exactly within the stadium this space is located, except that it should not be within the office / clubhouse area.

If space permits, could be placed within same building that incorporates visitor clubhouse.

- **Green Room / Female Locker Room.** Would like a small additional space, with associated washroom/shower, capable of housing 5 people. Could be used for women attending fantasy camp and other similar uses. Would need about 500 square feet (180 SF for toilet/shower and 320 SF for the locker room). If new building needed for visitor clubhouse (above), this space could be in the same building, space permitting.
- **Grounds crew / Maintenance areas.**
  - Need approximately 2,000 square feet of indoor space for shed storage, maintenance equipment, repair and maintenance of equipment, and commercial washer and dryer. Requires at least 1 large garage door, so that golf carts, lawnmowers, etc and get in and out. Needs to be heated/air conditioned and have hot and cold water service, sinks, etc.
  - Need an additional 800 square feet of work space, to include 1 work office (100 square feet), a locker and lounge area (400 square feet, including 8 lockers), a washroom area with 2 showers, 1 toilet, 1 urinal and 2 sinks (200 square feet). Heated and air conditioned.
  - Need 1,000 square feet of exterior storage space for dirt, fertilizer etc. Will need to include 4 concrete openings (open at top and front) of about 10 x 10 each to hold supplies.
- **Public Parking.** Significantly increased public parking capacity (controlled by Club). Currently have only 210 guest parking spots for sale and would want as much as possible (whether at ground level or in some kind of parking structure)
- **Security Access.**
  - Automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations.* If

## **Exhibit "C"**

### **Improvements**

Ver. 3.0 - As of September 9, 2016

necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.

- Many doors at the stadium and office building use key locks (e.g. concession stand doors, individual offices, and individual suites). We assume that this will remain so, however, upgraded lock and key system would need to be installed.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Douglas Avenue Clubhouse and Office Space Review and Upgrades

**N.B.** Under this current plan, the intention is that the stadium and related offices/clubhouse spaces would be used only for Spring Training game days (and Florida State League games). Therefore, we are recommending that the existing office / clubhouse building not be materially renovated in any way. That said, we do think that there will need to be some review of the building and its roof, structure, walls, electrical, HVAC, and plumbing and other similar systems and components and those upgrades as are necessary to that the building is both safe and serviceable over the long term. We would ask that the review and upgrades be recognized in the project scope and cost.

### Other/Exterior

- **Main Stadium Playing Field.** If retaining existing field / footprint, redo the grading of the field and playing surface to allow for proper drainage (currently our stadium slopes approx. 3 feet from the outfield to home plate).
  - Stadium dimensions should be the same as *Rogers Centre* in Toronto.
  - Outfield wall pads need to set at same height at *Rogers Centre*
  - Distance measurements should be marked in same place/manner as *Rogers Centre* outfield.
- **Half Field.** There are currently two (2) half fields (one to the North of the stadium and one to the South). *Only need one (1) half field ultimately and would suggest that we retain the one to the south (closest to clubhouse building).* The retained half field does not need to be upgraded.
- **Visiting Batting Tunnels.** There are currently 2 batting tunnels for visiting team use. *If space allows, we will still need 2 basic covered batting tunnels for visiting team use. New or upgraded lighting necessary.* Could just be placed under the boardwalk or next to the grounds crew area.
- **Blue Jays Batting Tunnels.** Right now Florida Auto Exchange Stadium has 3 covered batting tunnels for Blue Jays use. Desire is just to retain those batting tunnels. *No additions or renovations necessary.*
- **Baseball Operations' Robotic Cameras and Wiring.** In other portions of this document we have indicated that there will be a need to wire the stadium for TV, radio, feeds, and, of course, all ordinary clubhouse/office needs (phone, internet, cable, etc.). The larger plan needs to ensure that all appropriate areas are interconnected and all designs and costings should take that into account. In addition, to the aforementioned needs we would require the following for Baseball Operations purposes.
  - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities at the Major League stadium. Would include:
    - One (1) permanent camera installation in centerfield
    - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line).
    - Minimum of six (6) additional cameras (not permanently affixed) in order to be able to install at any and all of the following six (6) locations: high home plate, low home,

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

center field, 2 at 1B side (open side hitter and catcher), 2 at 3B side (open side hitter and catcher).

- All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
- All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs and room sizes for server rooms should reflect that.

- *Security Cameras.* Install security cameras around exterior and interior of the stadium (Blue Jays can assist with more specifics when appropriate, as there is some experience with these in Toronto)
- *Team parking.* Currently, the secured lot has 101 spots. *There is no need to add parking to this lot, since the stadium will be for game-day use only.*
- *Grounds Crew and Media Parking.* Add 10 or more parking spots to the grounds crew/ media / visiting team parking on the North side of the stadium
  - There are 36 spots on the north side of the building for grounds crew/media/visiting team parking, so new total would be 46 or more.
- *Broadcast Truck Parking and Power.* Ensure ample space to park and hook up broadcast trucks (at least 2 per game) (approx. 64'x24' footprint each). As noted above, would want to be located close to built-in pre-wired television cabling interconnections. Ensure a minimum of two (2) 400-amp, 208V, 3ph or four (4) 200-amp, 208V, 3ph electrical services for Broadcast Trucks. These services should be cam-lok series J compatible connections, with local disconnects.
- *Backup Power.* Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 100 KV required.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### SOLON AVENUE SITE (COMPLEX SITE)

Current plan seeks to create a state-of-the-art Major and Minor League training complex at the Solon Avenue site, by using all of the property that is currently in use for the team's minor league complex and fields PLUS certain property to the North (which is presently occupied primarily by a City-owned park, softball fields and associated parking).

*While existing field layouts and orientations should be preserved to the extent possible (in order to avoid unnecessary costs), consideration should be given to constructing the new training complex building (and related field house / batting tunnel building) on land that is currently occupied by a field, if doing so would result in the best and most functional use of the property.*

At a very high level (i.e. site plan level), the current plan would result in a clubhouse building (i.e. not including batting tunnels / field house) with training facilities on the main floor and offices on the second floor, 4 and ½ fields for Minor League use, 2 ½ fields for Major League use, 1 open air agility field for Minor League use, 1 covered agility field (turfed) for Major League use, 1 inclined agility field for shared Major / Minor League use, 13 batting tunnels (either combined in a single large structure, or split with 8 Minor League and 5 Major League), 10 ½ Minor League gang mounds and 8 ½ Major League gang mounds.

### Fields and Exterior Areas

- **Four (4) Full Fields Minor League use.** Require four (4) full fields for Minor League use. Although the site already has fields, due to subsoil and other issues, at least two (2) would likely have to be moved and would have to be dug down to a significant depth and basically redone from scratch (because the move and/or subsoil issues may require the installation of a geogrid, compaction or other forms of remediation). The other two (2) are anticipated to require substantial work, even if slightly less than the first two (2).
  - Each field should have four (4) bullpen mounds (2 home, 2 visitor) associated with it
  - Each field should have two (2) dugouts
  - Each field should have a "batters eye"
  - Each field should have a scoreboard
  - Each field requires outfield wall fence (as opposed to padding)
  - **Security and Special Fencing.** It is possible that we would consider turning 2 or 3 of these Minor League fields over to the City between April and November each year. For that reason, site should be designed so that there is some parking and access to these fields from a spot that is separate from the clubhouse and team parking area. Also, would need to design site in such a way that there is a flexible fencing system allowing the clubhouse, batting tunnels, gang mounds, agility fields, team parking and all "team only" fields to be fenced off from the areas turned over to the City.
  - **Lighting.** The City has indicated that it would like to have lighting on the fields it will use (likely 2 fields). Although such lighting is not required for Blue Jays uses, at this time design and cost estimates should assume that two (2) of the Minor League fields will be lit. Lighting does not need to be to Major League Baseball broadcast standards and existing lighting infrastructure should be used as much as possible.
- **Viewing Tower.** New viewing tower with shading and views of as many Minor League fields as possible (will depend on site design).

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- *Observation Area* - Would like tower to be shorter than the standard minor league viewing tower (about 12 feet from ground to floor of observation area). Need power outlets and wi-fi access from observation area. Counter / ledge surrounding observation area should be wide enough to use as work space. If possible, optional enclosure (not permanent) through sliding glass windows or screens to shield wind for phone calls would be nice to have.
- *Storage and Training Area* - Desire for there to be an *air conditioned storage and training area incorporated into the base of the viewing tower*, which would include:
  - 150 square foot storage space
  - Electricity
  - Filtered water spigot (and space to fill coolers and bottles)
  - Racks for coolers
  - Refrigerator
  - Ice Machine
  - Small private (i.e. walls and door, but very small) "Satellite Training Area" with space for at least 1 trainers table
- *Public Washrooms*. Require public washrooms in base of tower. Men's would include at least 2 toilets, 2 urinals and 2 sinks. Women's would include at least 2 toilets and 2 sinks. As with all washrooms, would need to meet applicable codes and other regulations.
- *Concessions*. Also require small concessions stand to be located within the base of the viewing tower, including:
  - Refrigerator, impinger, grill, water and fountain soda unit and lines, and 2 points of sale
  - All necessary wiring, plumbing, drainage, venting, etc
- *Charting Tables behind home plate of each field*. Seating and small charting tables behind home plate of each field. Want to be able to ensure that those are shaded in some way (but without restricting ability of people to view from the tower, etc.).
- *One (1) "Half Field" for Minor League Use*. Require a "half field" for Minor League use. As with the full Minor League fields, might be turned over to the City for portion of the year so that should be taken into account in site design. Would like this half field to be artificial turf so that it dries quickly after rain. The site design may allow the current half field (which is artificial turf) to remain intact.
- *Covered Indoor Batting Tunnel Structure with eight (8) tunnels for Minor League Use*. Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
  - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
  - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.
- *Four (4) Outdoor Batting Tunnels for Minor League Use*. These outdoor tunnels should be placed near the Minor League fields with easy access from the fields. Would like these to be split into two (2) sets of 2 tunnels.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Ten (10) gang mounds plus one (1) "half mound" for Minor League Use.**
  - 10 full mounds could be placed together or split 5 and 5.
  - The half mound (i.e. shorter mound with more gradual incline, used for rehab work) should be built in line with the full mounds.
  - Area between mounds and plates should be artificial turf to ease upkeep.
- **One (1) Open Air Agility Field for Minor League Use.**
  - Must be approximately 50 yards long x 26 yards wide and would like artificial turf for this field so that dries quickly after rain and to hold up better to heavy use.
  - **Tartan Track and Sand Pit.** Would like track-and-field style "Tartan Track" rubberized running lane (approx. 40 yards long and 3 yards wide) for sprints with a standard-sized sand pit (roughly 10 yards x 3 yards) at the end of the lane. These can be placed along one side of the open air agility field.
- **Two (2) Full Fields Major League Use.** Require two (2) full fields for Major League use. Anticipate that any fields would have to be dug down to a significant depth and basically done from scratch (as there are subsoil issues that may require compaction or other forms of remediation). *These two fields will always be exclusively under team control and should be located close to clubhouse.*
  - Each field should have four (4) bullpen mounds associated with it
  - Each field should have two (2) dugouts
  - Each field should have a scoreboard
  - Each field should have a "batters eye"
  - Each field requires outfield wall padding (as opposed to basic standard fencing)
  - **Replica of Rogers Centre.** One (1) of the Major League fields should replicate the dimensions of *Rogers Centre*, including identical field dimensions, wall heights and outfield measurements marked in the same locations and fashion as they are at *Rogers Centre*. This field should also be artificial turf, with dirt infield, to dry quickly after the rain and better replicate *Rogers Centre*.
  - **Lighting.** Only 1 of the 2 Major League fields (the field with *Rogers Centre* dimensions) requires lighting.
- **One (1) "Half Field" for Major League Use.** Require a "half field" for Major League use. Will always be exclusively under team control and should be located close to clubhouse. Would like this half field to have artificial turf center with dirt infield to replicate *Rogers Centre* conditions.
- **Covered Indoor Batting Tunnel structure with Five (5) tunnels for Major League Use.** Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
  - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
  - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Eight (8) gang mounds plus one (1) "half mound" for Major League Use.**
  - The half mound (i.e. shorter mound with more gradual incline) should be built in line with the full mounds.
  - Area between mounds and plates should be artificial turf to ease upkeep.
- **One (1) Covered Agility Field for Major League Use.**
  - This agility field should be roughly 50 yards long x 26 yards wide
  - Field needs to be covered with artificial turf
  - *It should be enclosed on two (2) of the four (4) sides, and have a very high roof / ceiling* – in order to permit long toss and other drills during rain
  - While the two (2) open sides will allow some natural light, additional lighting will be required
  - Would like there to be water fountain / bottle filling station in this structure
- **One (1) Inclined Agility Field for Shared Major League and Minor League Use.** Require grass hill with incline of 6 to 8 degrees. Running area should be about 55 yards long by about 5.5 yards wide (however, if there is space to accommodate, we would like it to be even longer – up to 100 yards). Can be located near Major League fields but would be used by both Major and Minor League teams.
- **Protective Netting.** Depending on site layout, anticipate that there will be protective netting needs in many areas (particularly to shield homes, roads and other adjacent properties in the neighborhood from batted balls, particularly as on north side of the property). Protective netting should also shield any publicly accessible fan areas, as well as parking areas. If possible, netting should be designed to as to collect baseballs for later retrieval and reuse.
- **Grounds Crew.** Would prefer to have one (1) large building that incorporates all of the necessary spaces and amenities for grounds crew / maintenance purposes. Would need to include, at a minimum, the following:
  - **Main Maintenance and Repair Space.** Need an indoor space around 3,500 square feet to house:
    - Should include three (3) small (100 square foot) offices for repair and maintenance staff
    - Should include a locker room, lounge and washroom space for 15 people (estimating total of 500 square feet for both). Should have 3 showers, 2 toilets, 2 urinals and 3 sinks.
    - Large open space (2,700 square feet) with concrete floor, suitable for repair and maintenance of golf carts, mowers, and other equipment and storage of same
    - Requires minimum of 9,000 pound equipment lift
    - One or two large garage doors for access, along with regular door
    - Minimum of four (4) work benches and shelving along exterior walls
    - Require 1 industrial washer and 1 industrial dryer in this space (and associated power, plumbing and drainage)
    - Needs to be able to be used to store power equipment (mowers, lifts, packers, golf carts etc.).
    - Requires both standard and 220 volt power receptacles
    - Needs to have heat and A/C, as well as hot and cold running water and sinks
  - **Secondary Storage Shed.** Require one (1) separate secondary shed of 500 square feet to store supplies and small equipment.
    - Concrete floor
    - Requires minimum of 9,000 pound equipment lift



## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- One garage door and one regular door
- Shelving along exterior walls
- Requires both standard and 220 volt power receptacles
- Needs to have heat and A/C, as well as hot and cold running water and sinks
- *Exterior storage space.* 1,200 square feet with concrete dividers (to create at least 4 discrete spaces for dirt, fertilizer, propane etc.
- *Baseball Operations' Robotic Cameras and Wiring.*
  - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities on all full Major League and Minor League fields. Would want the following at all of the full fields:
    - One (1) permanent camera installation in centerfield
    - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line). Each "clamped" location should be able to accommodate more than one camera.
  - Conduits and cabling for temporary "clamped" installation of high definition, portable, robotic, remotely operated PTZ cameras in all indoor batting cages and at all gang mounds.
  - All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
  - All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient. Require minimum of twenty (20) cameras.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs should reflect that.

- *Staff/Player Parking (350 spots).* Require secured, paved parking for approximately three hundred and fifty (350) vehicles (for team staff and players). Needs to be located close to clubhouse building.
  - Possible that it could be divided into a lot for 150 (for Major League players, staff and executives, located closest to clubhouse) and a further lot for 200 (for Minor League players and staff). Want to ensure Major League team always has parking.
  - Would need small security hut for guard to sit indoor with electrical power.
- *Public / Overflow Parking (150 spots).* Parking for 150 located elsewhere on the property (possibly on exterior edge of property close to those of the Minor League fields which the City and/or community may have use of). This parking can just be basic grass parking.
- *Security and Access Control.*
  - Require appropriate security fencing for the site (some existing may be re-usable and other areas will require new, for example, where new fields are installed), along with a parking gate at the entrance to staff parking and a shed for security to sit in at the staff parking entrance.
  - Will require automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and*

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

*clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations. If necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.*

- Assume that a number of doors and spaces at the complex will use key locks (e.g. concession stand door, individual offices, etc). Require modern, secure lock and key system.
- *Security cameras.* Would want new surveillance cameras to be able to view the parking areas, main fields, as well as the interior and exterior of the clubhouse building.
- **Backup Power.** Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 250 KV required.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Joint Major / Minor League Offices and Reception

***We anticipate that all offices will be located on the second floor of the clubhouse building and that the offices will open onto a covered balcony with a view of at least one of the Major League fields. Would be useful for balcony to view one Major and one Minor League field.***

***Will need some kind of joint ground floor reception area for the clubhouses and offices. Would want it to contain some built-in display cases.***

### Shared Spaces

- ***Reception area.*** Approximately 200 square foot reception area on second floor to serve offices.
- ***Boardroom.*** Require one large boardroom of approximately 615 square feet (38.8 feet long x 15.8 feet wide) that can accommodate a table with seating for twenty two (22) persons. Should include a small kitchenette area (sink, water, bar fridge, counter, cupboards).
- ***Flexible Multi-Purpose Room.*** Room would be approximately 800 square feet and would constitute "flex" space for various meeting, training, treatment and other needs. Room should be equipped with small, wheeled tables (approx. 2 feet x 3 feet) that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary. Would prefer that this room be located in a spot that has relatively easy access to the clubhouse (even though this room will be on the second floor).
- ***Open Office Space.*** Require two (2) separate open office spaces (aka "bullpen" spaces) of approximately 450 square feet each (total of 900 square feet), with each space intended to accommodate multiple desks/cubicles. This open office space will be used by various staff members from Baseball Operations, Communications, Marketing, Player Relations, IT and other departments as necessary.
- ***IT Workspace.*** IT must have a separate work space of approximately 300 square feet, with storage for excess equipment and room for 2-4 employees to work comfortably. Would prefer this workspace to be physically separated in some fashion from other offices.
- ***Server Room.*** For safety reasons (e.g. floods), would want on second floor.
- ***Kitchen and Eating Area.*** Require a 300 square foot kitchen/eating area serving the offices. This area should include a sink, dishwasher, refrigerator, microwave, etc.
- ***Copy Room.*** Require a copy/office supply room of about 150 square feet.
- ***Men's and Women's Washrooms.*** Require 1 large set of washrooms for each gender serving the offices. Assume we will require 150 square feet for each bathroom (or, alternatively, could do 2 smaller washrooms for each of men and women).
- ***Janitor's Closet.*** 1 janitor's closet of approximately 100 square feet for equipment and supply storage.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Player Shoot Room.** For 3 to 4 weeks of Spring Training we require a room in which to be able to shoot audio / visual footage of players (e.g. throwing, jumping and batting action, interviews, and other content). Room needs to be 25 feet x 40 ft (1,000 square feet) and ceiling height of at least 13 feet. *This room can be on second floor and must be physically separate from weight room (to ensure that noise and music from weight room is not heard within this space), but also needs to be relatively easily accessible to/ from the Major League clubhouse.* Minimum lighting power service inside the shooting space should be 200A, 208V, 3ph with local disconnect and cam-lok J series connectors or equivalent. Should have acoustical tiles on the ceiling. Air conditioning for this space should have acoustical dampers, and a local thermostat control so it can be turned off during filming to ensure fan-coil cannot be heard. Outside of Spring Training, may want to repurpose the room as overflow meeting space, so it would be good to have means to divide room in two (and could include movable tables on wheels, etc.)

### Major League Operations Offices

- **Covered Office Balcony with Field View.** Require an office balcony with roof and view of closest Major League field(s) and, potentially, some of the gang mounds (depends on final site layout).
- **Reception and office spaces:**
  - 2 "double" (i.e. larger than standard) private offices (each of approximately 250 square feet) with balcony access and room for desk and small table for small meetings
  - Reception area of approximately 250 square feet near at least 2 of the "double" offices
  - 7 "single" private offices with or without balcony access (150 square feet each)
  - 3 "single" private offices with or without balcony access (100 square feet each)
  - 1 large "open" (aka "bullpen") office space (approximately 450 - 550 square feet) (with wrap-around working counter and sufficient space for 4 desks).
  - 1 smaller "open" (aka "bullpen") space (approx. 275 square feet) without balcony access with room for 2-3 desks.

### Minor League Operations Offices

- **Covered Office Balcony with Field View.** Require an office balcony with roof and view of closest Minor League field(s) and, potentially, some of the gang mounds (depends on final site layout). This would be the same balcony as the one serving the Major League offices, but probably just on a different side of the building.
- **Office Spaces.**
  - 1 "double" (i.e. larger than standard) private office (approximately 250 square feet) with balcony access and room for a main desk and small table for small meetings.
  - 3 "single" private offices with or without balcony access (150 square feet each).
  - 1 "single" private offices with or without balcony access (100 square feet each).
  - 1 large "open" (aka "bullpen") office (approximately 400 square feet) with room for 6 desks.
- **File storage room.** Require 150 square feet.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Florida Operations Offices

- *Office Spaces.*
  - 1 "double" (i.e. larger than standard) private office (of approximately 250 square feet) with balcony access and room for desk and small table for small meetings.
  - 2 "single" private offices with or without balcony access (150 square feet each).
  - 1 "single" private office with or without balcony access (100 square feet)
  - 1 "bullpen" office (approximately 250 square feet) with room for 2 desks.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Joint Major / Minor League Clubhouse Spaces

Assumption is that all of the player and coaching-related spaces will be on the main floor of the Clubhouse building unless otherwise noted.

- **Reception.** Area of about 300 square feet or more at front entrance to serve as reception for entire clubhouse / office building. Would want it to contain some built-in display cases.
- **Blue Jays Communications Staff, Media Workspace and Related.** Require an area within which Blue Jays communications staff would work, adjacent to a media workspace and related spaces. Specifically:
  - 1 "single" private office (150 square feet each) for Blue Jays communications staff
  - 1 "single" private office (100 square feet each) for Blue Jays communications staff
  - 1 large private space for Blue Jays communications staff (approx. 300 square feet) with room for 3-4 desks.
  - Adjacent to the Blue Jays media relations staff offices, we require approximately 700 square feet of room for media members to work and eat. Although located within the building footprint, this room should be totally separated from clubhouses and main Blue Jays offices, with its own entrance / exit. Counters should line the outside of the room to provide work space (with appropriate electrical, internet and other connections). Media workspace should include small copy/supplies area (about 100 square feet of total area).
  - Require 2 interview rooms of approximately 100 square feet each, connected and immediately adjacent to the media workspace.
- **Shared Weight Room.** *The weight room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between).*
  - Require 10,000 square feet of main floor interior space with rubberized flooring. Must include power and internet connections throughout weight room, camera conduits in a section, screens for programming and feedback at all workout stations (i.e. cardio), and all other necessary cabling, conduit and other infrastructure for future technological upgrades.
  - Extra high ceilings – the interior space should be at a height of at least 2 stories.
  - A 2<sup>nd</sup> floor "cardio loft" overlooking the main floor (loft should be about 700 square feet).
  - An additional dedicated rehabilitation area of approximately 1,000 square feet with training / massage tables, machines, etc. attached to the weight area
  - An additional 225 square foot (15 foot x 15 foot) secure storage room attached to the weight area (including shelving) for storage excess equipment/supplies.
  - An additional exterior space of at least 2,700 square feet (90 feet x 30 feet), separated from the main weight room by one or more a glass/clear garage doors, with field turf and an all-weather awning or roof to protect from the elements.
    - Exterior wall located within this exterior space should be steel-reinforced "medicine ball wall" (i.e. wall has to be strong enough to withstand repetitive impact from medicine balls).
  - An additional smaller outdoor storage area (adjacent to exterior workout space) of approximately 250 square feet with small lockable container for storage of exterior workout materials.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Shared Hydrotherapy Room.** *The hydrotherapy room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between).* Require 1,400 square foot room with proper ventilation, plumbing, etc. Room will include at the following at minimum:
  - *Hydroworx* therapy pool system, with variable depth, underwater treadmill, and built-in cameras. This pool should be in the center of the room.
  - 4 in-ground *Hydroworx* plunge pools (2 hot, 2 cold). Two (2) plunge pools (1 each hot and cold) should be placed on either side of the therapy pool, so that Major and Minor league each has access to its own pair of plunge pools.
  - 2 *CET Team Cryospa* tubs with hot and cold functionality.
  - 2 small stainless steel tubs (for extremities). Would need to be located near water source / plumbing.
  - 2 ice machines (1 cube and 1 pellet). Again, requires water source.
  - Small bathroom area with urinal, sink and shower. Could be enclosed by curtain or partial wall.
- **Yoga Studio.** One (1) room of 800 square feet, with wooden floors and mirrors on walls for possible use as yoga studio. This room must be in proximity to and easily accessed from weight room and training areas.
- **Large, Subdivisible Multi-Purpose Room.** This room would be approximately 1,000 square feet and would have dividers to permit it to be subdivided into 2 to 4 smaller rooms (each would need its own doorway access to the hall). Intent is to have a very flexible space that can accommodate multiple needs simultaneously. On one day, there might be a large meeting. On another, one of the smaller spaces might be used for cognitive training or grappling. This large multipurpose room should also be equipped with small, wheeled tables that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary.
- **Second, Subdivisible Multi-Purpose Room.** "Flexible" space of 1000 square feet to be used for various training, treatment and other varying needs. Should be divisible for possible use as smaller conference rooms as and when required, and should be equipped with small, wheeled tables that can be aligned for meetings or moved/removed as necessary.
- **Sports Science Lab.** Require dedicated space of approximately 700 square feet (approx. 26.5 feet x 26.5 feet) with power outlets, internet connections and conduits / wiring, for data, video, etc throughout (we anticipate having cameras installed in this space at some point). Desire is for the space to in a built-in force measurement platform (pad that measures downward force, such as from jumps).
- **Main Trainers' Locker Area.** Need locker space (approximately 825 square feet) and washroom space (approximately 275 square feet) for athletic trainers, strength and conditioning coaches, and mental performance coaches. Must comfortably accommodate 40 staff total. Lockers should include integrated power outlets. Washroom should include at least 3 urinals, 3 stalls, 8 showers and 4 sinks.
- **Female Locker Area.** Smaller locker room (approximately 200 square feet) for 5 lockers (including integrated power outlets) and accompanying shower and restroom area (approximately 100 square feet). Restroom area should have 2 sinks, 2 toilets and 2 showers.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- *Doctor's exam room.* 2 private rooms of approximately 125 square feet each. Require each room to be accessible directly from both the Major and Minor league training areas, with each of the 2 rooms including:
  - Lockable door
  - Hi-Lo examination table
  - X-ray view box on wall
  - Counter-top type desk with computer workstation
  - Built-in cabinets and locks
  - Wall-mounted vitals station, and
  - Wall-mounted mirror.
  
- *X-ray room.* Need x-ray room with properly insulated (lead) walls and door, with a total size of about 120 square feet. Should be a dedicated room and not shared with doctor or massage therapist. Should be accessible directly from both the Major and Minor League training areas. Room needs:
  - Enough space for hi-lo examination table
  - Fluoroscanner or x-ray machine (provided by the team)
  - Lead walls and door
  - Counter top including lower storage.
  
- *Shared Video Room and Office.*
  - Require single shared Major/Minor league video room of approximately 600 square feet. Should include divider in middle of room, in case separation between Major and Minor league personnel is desired. Room should include built-in counter/cabinets around exterior of room and equipment (including video and computers, as well as connectivity and cabling). Will be used for charting and watching video. Two charting stations should be capable of controlling all cameras throughout stadium and complex, including on main field, back fields, batting cages, etc.
  - Smaller, connected office (approximately 200 square feet) to be set up as work room for Advance Scouting and other video-related work.
  
- *Theatre-style Classroom.* Would like to have a theatre with fixed, banked seating capable of comfortably holding 120 persons (we anticipate that would require approximately 1,600 square feet). Space would have integrated audio/visual (screen at front, speakers, etc.) and would have desks and outlets at the seats. Initial plans should show people entering at front of room and walking up to back rows which are raised above ground level.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Clubhouse and Training Spaces for Exclusive Use of Major Leaguers

- **Major League Locker Room and Washroom.** Requirements:
  - 2,800 square foot main locker room area.
  - 80 new, high quality "permanent" lockers (with proper ventilation, integrated power outlets, etc.). Lockers should be around room exterior so that center has room for comfortable movement and with some built-in counters/tables, sunscreen station, televisions and other features. Lockers can be extra tall (like in Padres locker room in Peoria) given the extra high ceilings in the space.
  - 2 lounge areas in center of clubhouse with couches, tables, etc.
  - High ceilings (about 22 feet) with windows to allow natural light above lockers (similar to Padres locker room in Peoria, except also want to be able to darken the room when needed, which isn't possible in Peoria).
  - Additional 1,200 square foot restroom/shower area with at least 6 urinals, 6 toilets, 18 showers and 8 sinks.
  - Although doesn't have to follow a football shape, that would be fine, provided that the ends of the room are not coming to a point (making those ends unusable).
- **Janitor's Closet.** 1 janitor's closet of approximately 100 square feet for equipment and supply storage.
- **Athletic Training/Therapy Areas.** Athletic training/therapy area must adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
  - Approximately 1,400 square feet of primary training space.
    - 8 hi low treatment tables included in the training space.
  - Would like to ensure there are high (12 foot) ceilings, making the space comfortable.
  - **Trainers' Offices.**
    - Require one (1) "single" office of about 150 square feet
    - Require larger communal office to accommodate 8-10 staff members. Likely requires a total of about 350 square feet. All Major League trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space.
  - **Massage therapy/chiropractic room.** Need room of approximately 150 square feet for use by team massage therapists and chiropractors.
  - Additional secure storage room of approximately 150 square feet (doesn't necessarily have to be within the central training area but should be accessible from it).
- **Coaches' Work Room.** Should be about 650 square feet with a large table in the center and work stations (counters) around the sides of the room. Must be connected to Coaches' Locker Room, and potentially Manager's Office. Should include copier and several televisions.
- **Coaches' Locker Room.** Require:
  - 900 square feet for locker room and including small lounge area within the locker room with couches, a table, etc.,

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- 30 lockers with integrated power outlets, and
- Enough washroom space for 3 toilets, 4 urinals, 8 showers, and 4 sinks (about 450 square feet).
- **Manager's Office.** Should be about 200 square feet plus adjoining private bathroom / shower of approximately 75 square feet. Optimally, this room will connect directly to the Coaches' Work Room.
- **Family Waiting Room.** Should be about 200 square feet, with separate entrance removed from clubhouse/training facilities. Preference would be for this space to be accessed directly from the main floor reception area.
- **Staff / Executive Locker Room.** Would like to have a locker room (approx. 575 square feet) and shower/washroom space (approx. 225 square feet) for use by clubhouse staff and team executives, accommodating 30 persons/lockers. Locker area should have wooden, ventilated lockers with integrated power outlets. Washroom should have at least 2 urinals, 2 toilets, 6 showers and 3 sinks.
- **Laundry.**
  - Main room size should be about 600 square feet,
  - Four (4) commercial washers and four (4) commercial dryers,
  - One (1) residential washer, and
  - One (1) sink and large table for folding.
- **Equipment Room / Equipment Storage/ Offices.**
  - Require 2,000 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,000 square foot area:
    - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked (approximately 250 square feet).
    - Want to include a pooled office area of about 150 square feet for 2 or 3 people. Should have counter built in around at least one exterior wall.
  - Require garage door/loading space to exterior of main floor equipment room – with direct access to parking lot/driveway. *Loading space for Major League equipment area needs to physically separate from the loading space for the Minor League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
  - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
  - Require additional ball storage room of 175 square feet with shelving in the room. This room needs to have direct access to the outdoors, in a location with a convenient path to the Major League fields.
- **Travel Office.** Require office of at least 150 square feet for Director of Team Travel.
- **Commercial Grade Kitchen Space (and associated storage and service areas).** Require commercial kitchen (approximately 600 square feet) and all associated walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, plumbing, venting, etc. Also require attached secure storage space / pantry (approximately 250 square feet). Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important:

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
- Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
- *Dining Room.* Require 1,100 square feet for a dining room (eating area). Must be connected to the kitchen /service counter in a functional way. Lunch room should probably occupy as space that is relatively accessible from / to the office areas of the building (as players may need to go up to the offices and/or team staff may need to come down).
  - *Nutrition area.* Want a portion of the lunch room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
  - *Outdoor Eating Area.* Would like an additional outdoor patio eating area with picnic tables. Preferably this space will include some shade and be about 300 to 400 square feet. Depending on final building design, we recognize that the space may be larger than we need for this. If so, we would not want to finish the entirety of the larger space for the purpose of eating (we likely would want to leave unfinished or use for some other purpose).
- *Additional storage.* Would like to ensure that we have an additional storage space / room of approximately 250 square Major League portion of the building.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Clubhouse and Training Spaces for Exclusive Use of Minor Leaguers

- **Minor League Player Locker Room(s) and Washrooms.** Requires one large locker room (of approximately 5,000 square feet in total) that can be divided into two (2) Minor League locker rooms as further detailed below.
  - **Locker Room 1:**
    - Space for 80 permanent player lockers (good quality) (requires approximately 2,000 square feet)
  - **Locker Room 2:**
    - Space for 130 permanent player lockers (medium quality) (requires approximately 3,000 square feet)
  
- **Minor League Player Washrooms.** There should be two (2) washroom / shower areas serving the Minor League locker area (one on each side of the large room described in the previous entry). One washroom / shower area should occupy approximately 900 square feet and the other should occupy approximately 1,300 square feet, and each should include an appropriate number of urinals, toilets, showers and sinks for the number of players using.
  
- **Athletic Training/Therapy Areas.** Athletic training/therapy area must be adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
  - Approximately 1,750 square feet of primary training space.
    - 10 hi low treatment tables included in the training space.
  - Would like to ensure there are high ceilings, making the space comfortable.
  - **Storage Space.** Would like secure storage space of at least twelve feet (18') by sixteen feet (16') (total square footage 288) with shelving.
  - **Massage therapy/chiropractic room.** Need small room of approximately 150 square feet for use by massage therapists and chiropractors.
  - **Trainers, Rehab and High Performance Offices.**
    - Require four "single" offices of about 150 square feet each (one each for Minor League trainer calls, Rehab Staff, Strength and Conditioning Staff and High Performance Staff)
    - Also require larger communal offices to accommodate 30 staff members. Can be split into 2 or 3 pooled work areas that accommodate 10 to 15 staff members each. Requires a total of about 900 square feet for all of this space. All minor league trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space. Would like these pooled work spaces to be roughly square, so that staff can work along edges or turn towards center for ad hoc meetings.
  
- **Janitor's Closet.** 1 janitor's closet of approximately 400 square feet for equipment and supply storage. This room needs a sink and hot and cold water.
  
- **Coaching Staff Locker Room.** Require 1,500 square foot coaching staff locker room (needs to that accommodate 70 lockers). Lockers should be ventilated and include integrated power outlets. Must also

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

include about appropriate washroom facilities of about 600 square feet. At a minimum, require 6 urinals, 6 toilets, 20 showers and 8 sinks.

- **Coaching Staff Workroom.** Require 1,000 square foot coaching staff workroom with seating for at least 60 and all necessary outlets, internet, cable wiring, etc. in order assure that each can comfortably work. Should have want built-in counter/desk around exterior of the room to maximize work stations. Also need extensive cabinets for office supplies. Would like space to include a number of smaller (around 2 feet x 3 feet) wheeled tables that we can bring together to form a large working conference table, separate out into smaller work stations, or clear out entirely for larger meetings as necessary. Room should include copier and several televisions.
- **Roving Instructor and Other Baseball Staff Offices.** Require:
  - 3 offices of about 150 square feet, and
  - 3 offices of about 100 square feet each,

for roving instructors (i.e. Field Coordinator, Pitching Coordinator and Hitting Coordinator) and other coaches (i.e. mental skills, nutritionist) with room for desk/workstation.

- **Equipment Room / Equipment Storage/ Offices.**
  - Require approximately 2,500 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,500 square foot area:
    - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked.
    - Want to include a pooled office area of about 200 square feet for 3 or 4 people. Should have counter built in around at least one exterior wall.
  - Want in-wall access to equipment room (waist up) from hallway for use to pass equipment to players (so that existing access doors can be used for entrance and egress only and not for service). This in-wall access point would have a locking roll-up window (concession-style).
  - Add garage door and loading dock to equipment storage room for easy load in from exterior. *Loading space for Minor League equipment area needs to physically separate from the loading space for the Major League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
  - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
  - Require additional ball storage room of 225 square feet.
  - Require additional 700 square foot cart storage area/room, connected to ball storage area and main room (through a door). This cart room should have sinks, as well as tables or counters to fill and load coolers with water/ice/powerade/gatorade and rollup garage doors out to fields.
- **Laundry.**
  - Main room size should be about 600 square feet,
  - Four (4) commercial washers and four (4) commercial dryers (with necessary power hookups, water, ventilation and drainage), and
  - One (1) sink and large table for folding.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Commercial Grade Kitchen Space (and associated storage and service areas).** Require kitchen, serving and storage facilities that would allow us to prepare and serve food to 200+ people in one sitting. Requires industrial/commercial appliances (walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, etc.), plumbing, venting, etc. Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important
  - Likely requires about 1,000 square feet for the kitchen area
  - Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
  - Require separate secured pantry / storage room of approximately 250 square feet.
  - Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
  
- **Divisible Dining/Multi-Purpose Room.** Require 3,000 square foot dining room (needs to be able to hold 225 people seated around tables). Would like the ability to sub-divide the space with partitions (so one side could be used for dining while people are having a class or large meeting on the other side). Should be wired for televisions, projector, etc.
  - **Nutrition area.** Want a portion of the dining room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
  
- **Umpire's room.** Locker area of around 250 square feet. Must be out of the way, with direct access to fields and limited access to other clubhouse sections. Some of the specifics include:
  - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
  - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that).
  
- **Additional storage.** Would like to ensure that we have an additional storage space / room of approximately 250 square feet within Minor League portion of the building

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## Exhibit "D"

### AGREEMENT TERMS APPLICABLE BETWEEN EFFECTIVE DATE AND THRESHOLD DATE OR TERMINATION

#### SECTION 1 - DEFINITIONS

In this Exhibit "D", unless there is something in the subject matter or context inconsistent therewith:

- a) **"BOC"** or **"Office of the Commissioner of Baseball"** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- b) **"Capital Replacement"** means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of elements of the Facilities, including but not limited to the following: structural portions of the facilities; roof; load; bearing walls; seating, if an entire section of seats needs replacement; parking areas; fencing; scoreboard; and HVAC systems. This definition includes replacement, to the extent necessary, of the following: lighting, but not individual fixtures or bulbs; electrical systems, but not individual lines or fixtures; and plumbing, but not individual pipes or fixtures. Not included in this definition is any damage required to be repaired by the City pursuant to SECTION 15 of this Exhibit "D" or damage caused by an act or the negligence of the Club, its employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include periodic maintenance, painting, improvements or repairs in or upon the Facilities which are not in accordance with generally accepted accounting practices of a capital nature.
- c) **"Commissioner of Baseball"** means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- d) **"Concession Facilities"** means the area(s) designated and used for concession operations in accordance with the design to be agreed upon between the parties for the reconstruction of and additions to the Grant Field Facilities and the construction of certain Engelbert Complex Facilities in accordance with the Project elements referred to in Exhibit "A", as they may hereafter be constructed;
- e) **"Dunedin Facilities"** means the Engelbert Complex Facilities and the Grant Field Facilities;
- f) **"Englebert Complex Facilities"** means all of the training buildings, fields and other amenities and improvements, now existing and as improved in the future, on the following parcel of land:

A parcel of land lying in the South ½ of Section 24, Township 28 South, Range 15 East.

## Exhibit "D"

Commencing at the centre of Section 24 go north 400.06 feet, east 1335.34 feet, north 417.35 feet along the eastern boundary of the Spanish Acres Subdivision. Thence west 1335.55 feet, north 26.02 feet, west 520.34 feet, south 683.61 feet, west 802.43, south 192.60 feet, west 242.01 feet, northwesterly 19.07 feet, south 1276.48 along the eastern right of way of Garrison Road, thence east 1642.96 feet, north 1244.15 feet and west 318.74 to the P.O.B. (O.R. 4505, Page 797 & O.R. 6671, Page 1319.

Contains 83.57 acres more or less.

- g) **"Florida State League Season"** means the period of approximately April 1 to September 15 of each year, inclusive, and **"Florida State League games"** means all of the Minor League Team's home games at the Dunedin Facilities during the Florida State League Season;
- h) **"Grant Field Facilities"** means all Grant Field stadium (also known as Dunedin Stadium) facilities and improvements, including the parking area, now existing and as improved in the future, on the following parcel of land: the Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 34, Township 28 South, Range 15 East, less the West 345 feet and less the South 492.50 feet. Less and except all easements and rights-of-way;
- i) **"Maintenance"** means all day-to-day cleaning and general maintenance, including repairs and painting;
- j) **"Major League Baseball"** or **"MLB"** means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.
- k) **"Major League Baseball Club"** or **"Major League Club"** means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- l) **"Major League Constitution"** means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- m) **"Major League Team"** means the *Toronto Blue Jays* Major League Baseball Club that is owned by the Club.
- n) **"Minor League Team"** means the *Dunedin Blue Jays* Florida State League team that is owned by the Club.



## Exhibit "D"

- o) **"MLB Approval"** means, with respect to the Major League Clubs, the Commissioner of Baseball, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).
- p) **"MLB Governing Documents"** means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).
- q) **"MLB Rules and Regulations"** means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner of Baseball, the BOC or any other MLB Entity as in effect from time to time.
- r) **"Net Ticket Revenues"** means gross receipts for admission to all Spring Training games after deduction of all applicable taxes;
- s) **"Person"** means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.
- t) **"Repairs"** means all major repairs, including without limitation, roof repairs and repairs to electrical, plumbing, heating and air conditioning equipment and all other repairs not constituting Capital Replacement;
- u) **"Spring Training Season"** means the period of approximately February 15 to April 7 of each year, inclusive, and **"Spring Training games"** refers to all of the Major League Team's officially scheduled preseason home games and makeup games to be played at the Dunedin Facilities during the Spring Training Season, and **"Minor League Spring Training games"** refers to all of the Club's games

## Exhibit "D"

involving minor league players to be played at the Dunedin Facilities during Spring Training Season; and

- v) **"Winter Instructional Season"** means the period of approximately September 1 to November 30 of each year, inclusive, and **"Winter Instructional Games"** means all of the Club's major league and minor league players' games and practices to be played at the Dunedin Facilities during the Winter Instructional Season.

### SECTION 2 - Spring Training and Florida State League

#### Activities

- a) Major League Team. The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, during each Spring Training Season. Subject to the MLB Rules and Regulations, the Club agrees to play no less than ninety percent (90%) of its "home" Spring Training games at the Dunedin Facilities, and will make all reasonable efforts to play at least ten (10) Spring Training games with other Major League Clubs at the Dunedin Facilities during each Spring Training Season. In the event that the number of games to be played at the Dunedin Facilities is reduced pursuant to the MLB Rules and Regulations, the parties will consult with each other on this situation and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Exhibit "D" as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder. Games that are cancelled due to inclement weather will be counted as games played relative to the ten (10) Spring Training games per Spring Training Season commitment above, if the appropriate officials have formally cancelled the games citing such inclement weather.

The Club shall be entitled to schedule Spring Training games in excess of ten (10) per Spring Training Season at the Dunedin Facilities. "Home" Spring Training games to be played hereunder will be played at the Grant Field Facilities. Notwithstanding any contrary provision of this Exhibit "D", the Club shall be allowed to play Spring Training games in which it is designated as the "home" team at sites other than the Dunedin Facilities.

- b) Minor League Team. The Club shall engage in Florida State League games of the Minor League Team at the Grant Field Facilities during such seasons as the Club engages in Spring Training of its Major League Team at the Dunedin Facilities. The Dunedin Facilities will be available for use by the Minor League Team during the Florida State League Season.

### SECTION 3 - AREAS OF YEAR-ROUND USE

The Club shall have the exclusive rent-free use of the home clubhouse and offices, and the batting tunnels (including maintenance areas) located on the Dunedin Facilities. The City shall not use or permit use of such areas without the prior written consent of the Club. The City may request use of such areas or parts thereof for official public functions

## **Exhibit "D"**

provided consent of the Club is first obtained, which consent will not be unreasonably withheld.

Except as provided above for the Club's exclusive use, the parties shall have shared control and use of the Dunedin Facilities, subject to and in accordance with the remaining terms of this Exhibit "D". The scheduling of the use of the Dunedin Facilities will be determined mutually by the Club and the City, but shall not conflict with the Club's scheduled use of the Grant Field Facilities for baseball games for both the Major League Team and the Minor League Team. Notwithstanding any contrary provision of this Exhibit "D", the Club shall have ultimate scheduling priority at the Dunedin Facilities with respect to all Spring Training games to be played by the Major League Team.

The parties will use reasonable efforts to agree on the shared control and use of the Dunedin Facilities in a manner that will result in the lowest ad valorem tax impact that can be achieved (should such tax be levied against all or part of the Dunedin Facilities), and except as is specifically otherwise provided herein, the Club shall not have the exclusive use of any of the Dunedin Facilities and they shall be allocated between a public and a private use in a manner that assures that the taxability of the Dunedin Facilities for ad valorem tax purposes and other applicable taxes, if any, will be at the lowest possible level that, in any case, does not exceed \$50,000 in property taxes of any kind arising from the use of said Dunedin Facilities by the Club.

### **SECTION 4 - SECTION RESERVED**

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### **SECTION 5 - OPERATIONAL PERSONNEL**

The Club will provide all personnel for the conduct of its operations at the Dunedin Facilities for all Spring Training Games, Minor League Games, and, save for City use, all other use and operation of the said Facilities for its use and occupancy of the Facilities, including Winter Instructional Games, practices and Florida State League games and practices and for the use of third parties as is set forth in this Exhibit "D". Except when being used by the City, the City will provide no operational or security personnel at the Dunedin Facilities, except that it will provide law enforcement personnel for traffic control purposes at all times as it deems appropriate for public safety.

The Club will be responsible to provide personnel for all repair, maintenance, staffing, cleaning, ticket sales, internal security, umpires, ground keeping, and all other operational personnel for the Dunedin Facilities. As an exception to the above, the City will provide limited plumbing and electrical services within its staff competency to a total of not more than ten (10) man hours per month at no cost to the Club, upon specific request by the Club for such services and the Club will pay for materials required arising from such services. The City will not otherwise provide any services whatsoever to the Dunedin Facilities, except as is specifically provided herein, and shall not be obligated to expend any funds for repair or maintenance of the Dunedin Facilities, save as included in Sections 6(f), 6(g), 15 and 24 of this Exhibit "D".

## Exhibit "D"

The City shall have the right, from time to time and at such times as it deems necessary, to inspect the Facilities for the purpose of insuring compliance with building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies.

### SECTION 6 - MAINTENANCE

a) General. Save for repairs to be undertaken by the City pursuant to Sections 6(f), 6(g), 15 and 24 of this Exhibit "D", the Club shall be responsible for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, clubhouses, playing field surfaces, batting tunnels, batting eye, offices, public washrooms, parking lots, grandstand, fencing, seating at Englebert Complex Facilities and Grant Field Facilities, ornamental landscaping around all parking lots, painting, irrigation system, parking lot resurfacing and striping, roof repair, repair from windstorm or rain damage, drainage and utility lines, repair and maintenance of all light standards and lighting facilities and any and all repairs and maintenance. Upon the end of the Club's use and returning to exclusive possession of the City, the Dunedin Facilities shall be returned to the City in the same condition as they were at the effective date of the Agreement to which this Exhibit "D" is attached, reasonable wear and tear and City required repairs excepted.

b) Playing Fields Maintenance. All playing fields at the Dunedin Facilities shall be maintained by the Club to a standard similar to Major League playing facilities and such maintenance shall include field preparation for use by other organizations.

The Maintenance of the fields to the standard specified in this Exhibit "D" shall be deemed to be a material part of the consideration to the City under the terms of this Exhibit "D" and any breach of that obligation and responsibility shall be deemed to be a material breach of this Exhibit "D".

c) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Exhibit "D", shall be to a standard that they are in good operating condition and shall be cared for in a manner best calculated to preserve and extend their useful life.

d) Maintenance Personnel. The Club shall employ an appropriate number of full and part-time employees for the purpose of the Maintenance responsibilities set forth herein. Such persons shall be the employees of the Club and shall not be deemed to be the agents or employees of the City in any manner whatsoever. The Club shall be solely responsible for the hiring and supervision of such employees in sufficient numbers and qualifications to meet its obligations hereunder.

e) Use of Dunedin Facilities by Other Organizations. The use of the Dunedin Facilities by other organizations (excepting the City) for baseball purposes and purposes related thereto and such other purposes as may be approved by the City shall be scheduled and administered by the Club. The Dunedin Facilities will be made reasonably available for the use by other organizations for baseball purposes

## **Exhibit "D"**

and will be made reasonably available to the City for the use for any City purpose, specifically including multi-day events such as Oktoberfest and similar recreational and public events. The use of the Dunedin Facilities by organizations other than the City shall be under the administrative control of the Club and the Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments as it shall deem to be appropriate under the circumstances. The Club may charge for its reasonable cost of maintenance and overhead to such third party organizations as it deems appropriate.

- f) The City, without cost to the Club, will continue its practice of the annual painting of railings, building exteriors and batting tunnels for the duration of this Exhibit "D" in accordance with its practices existing prior to the Effective Date of the Agreement to which this Exhibit "D" is attached.
- g) The City, to the extent allowed by law, and without cost to the Club, shall use its best efforts for make available the use of persons required to do community service or inmate labor under the Club's supervision to clean and/or maintain the Dunedin Facilities during Spring Training. In the event that the Club is not allowed to provide supervision of such personnel, the City will provide such supervision, without cost to the Club.

### **SECTION 7 - TICKET REVENUE**

The Net Ticket Revenue will be collected by the Club and will be distributed, as follows:

- a) Net Ticket Revenue in respect of the first 3,800 tickets either sold or distributed free of charge for each Spring Training game shall be distributed 95% to the Club and 5% to the City; and
- b) Net Ticket Revenue in respect of tickets either sold or distributed free of charge for each Spring Training game in excess of the first 3,800 shall be distributed 85% to the Club and 15% to the City;
- c) The Net Ticket Revenue to the City will be distributed to the City no later than May 1 of each year. Net Ticket Revenue distributed to the City after May 1 of each year shall bear interest at 12% per annum simple interest.
- d) The Club shall be entitled to collect and retain all gross receipts for admission to all Winter Instructional Games and practices and all games played by the Minor League team at the Dunedin Facilities.

In addition to the Net Ticket Revenue distributed as set forth above, in 2018 the Club will pay to the City the sum of \$1.50 for each ticket sold for each Spring Training game. Payment will be net of taxes. This payment will be referred to as the "Ticket Surcharge". In the next subsequent calendar year and in all subsequent calendar years, the Ticket Surcharge will be recalculated with reference to the Consumer Price Index, as hereinafter set forth and shall be rounded up to the nearest \$.05. Such Consumer Price

## **Exhibit "D"**

Index shall be redetermined on each September and thereafter for each succeeding calendar year as follows:

Such Surcharge shall be determined by dividing the then existing Surcharge as of September in the current year by the index number for the month of September of the preceding year as it appears in the column "ALL ITEMS" in the Consumer Price Index, as is published by the Bureau of Labor Statistics, United States Department of Labor, Consumer Price Index for all Urban Consumers (CPI-U) South urban and then multiplying that amount by the amount of the then existing surcharge. The resulting surcharge will then be rounded up to the nearest \$.05 and shall apply for the next Spring Training season. In the event that the Consumer Price Index ceases to be published by the U.S. Department of Labor, the closest comparable index will be used for the above purpose.

### **SECTION 8 - CONCESSION SHARING**

The City will receive a share of Concession Revenues for home Spring Training games as is provided herein.

The City will receive no Concession Sharing for games with fewer than 3,800 attendees, the calculation of which will include tickets sold and tickets distributed free of charge.

For Spring Training games, the City will receive in 2018, the amount of \$.85 per attendee in excess of 3,800 per home Spring Training game. This amount will be subject to the CPI adjustment for the second calendar year and consecutive calendar years, if any, in accordance with the Consumer Price Index adjustment rounded up to the nearest \$.05 using the same adjustment formula as set forth in Section 7 of this Exhibit "D".

One half of the amount received by the City for Concession Revenue will be paid into the Capital Replacement Fund as is set forth in Section 24 of this Exhibit "D" until such Fund is fully funded and thereafter will be retained by the City until the Fund requires replenishment.

All payments for Concession Sharing will be made to the City no later than May 1 of each year. Any payments received after that date will be paid with interest at 12% per annum simple interest.

### **SECTION 9 - PARKING**

The Club will be entitled to all revenue from parking for baseball purposes and related purposes at the Dunedin Facilities save for City events. The Club will not be entitled to any revenue from parking at offsite locations.

### **SECTION 10- MEDIA ADVERTISING AND OTHER REVENUE**

The Club shall have all radio, television and other broadcast rights and all advertising rights and shall be entitled to all revenue generated from its activities at the Facilities which are not specifically reserved to the City hereunder, including all radio,

## **Exhibit "D"**

internet, and television revenue, novelty and seat cushion sale or rental and all advertising revenue (including, without limitation, revenue from fence signs, scoreboards, signboards, billboards, pamphlets, cards and programs). Save for City events, the Club shall be entitled to all other revenue arising from or incidental to the operation of all baseball games and purposes related thereto or other events previously approved by the City at the Dunedin Facilities and not otherwise expressly dealt with under the terms of this Exhibit "D".

### **SECTION 11- PROGRAMS**

The Club shall have the right to sell and distribute programs at all Spring Training games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. The Club will provide to the City one page of complementary space in each program for "welcome letters" from the City and the Chamber of Commerce.

### **SECTION 12 - SCOREBOARD AND SIGNBOARD**

- a) The Club shall be entitled to operate and to control the operation of the scoreboard and sign on the Grant Field Facilities, and the City will not permit the operation or other use of the scoreboard or sign by a third party without the prior written consent of the Club. The City will indemnify the Club for any loss, damage or liability incurred by the Club as a result of the use of the scoreboard or sign by the City or third parties with or without the consent of the Club.
- b) It is acknowledged that the exterior sign at the Grant Field Facilities is the property of the Club, and upon any expiry or termination of this Exhibit "D", the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by the sign that was situated on the Grant Field Facilities prior to installation of the present sign by the Club.

### **SECTION 13 - NAMING RIGHTS**

The parties will cooperate with each other to sell naming rights to the Grant Field Facilities. The City will be responsible for the marketing of this right and shall proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities. The selection of a name will require the mutual consent of both parties and shall be made in accordance with the MLB Documents and the City is granted substantial discretion in this decision for the reasons that the Grant Field Facilities are public facilities and the selection of the name will reflect on the Dunedin community. Any revenue from the sale of the naming rights will be the property of the City. The City (or naming rights sponsor) will be responsible for any costs of implementing such naming rights arrangements and the Club will have no responsibility therefor. The City's obligations regarding Capital Improvements shall be as is set forth in Sections 15 and 24 of this Exhibit "D", in respect of Englebert Complex Facilities and Grant Field Facilities, notwithstanding the level of funding of the Capital Replacement Fund.

## **Exhibit "D"**

### **SECTION 14- CONCESSIONS, SALES AND EQUIPMENT**

The Club shall be entitled to exclusively operate the Concession Facilities during Spring Training games and Florida State League games. The Concession equipment presently in the Grant Field Facilities is the property of the City. The Club may use such equipment while it is operating the Concession Facilities and shall be responsible for the reasonable maintenance and repair of said equipment and to deliver the equipment to the City in reasonable condition at the end of use, normal wear and tear excepted. Save for Capital Replacements, the Club will be responsible for replacing any concession equipment when it no longer may be reasonably repaired.

The Club shall not make any material alterations or improvements to the Concession Facilities or to any of the Dunedin Facilities without obtaining the prior written consent of the City Manager, which consent will not be unreasonably withheld. Requests to make any alterations or improvements shall be in writing.

The right of the Club to use and operate the Concession Facilities is an exclusive right save during City events. The Concession Facilities may be used by the City and by other organizations so authorized by the City at times when use is not required by the Club or for the Club events under the terms of this Exhibit "D". The Club shall not exclude other organizations from use and operation of the Concession Facilities when use is not required by the Club or for the Club's events hereunder; provided that when the City or another organization is permitted to use and operate the Concession Facilities, the City will be responsible for cleaning the concession equipment and the Concession Facilities, and the City will indemnify the Club for any damages to or additional maintenance of the Club's concession equipment (if the Club purchases and owns concession equipment) or any other loss, cost or liability incurred by the Club as a result of such use. Any use of the Club's concession equipment by such other organizations shall require the consent of the Club.

During the Club's operation of the Concession Facilities hereunder, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages during Spring Training games and Florida State League games. The Club or its concessionaire shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities, either directly or through its concessionaire. In the event that the City sells alcoholic beverages from the Concession Facilities during City events, the City will be responsible for obtaining the necessary license for the same.

### **SECTION 15- DAMAGES TO DUNEDIN FACILITIES**

In the event that there is a partial or complete destruction of or damage to the Dunedin Facilities, or any material part of them, rendering the Dunedin Facilities or such material part of them unusable and the cost of repair exceeds City provided insurance proceeds by \$500,000, then the City shall not be under any obligation to repair or to do any other act to restore the Dunedin Facilities so that they may be used by the Club as contemplated by this Exhibit "D". If the cost of repair or restoration does not exceed City provided insurance proceeds by \$500,000, the City shall be obliged to repair and restore



## **Exhibit "D"**

the Dunedin Facilities. If the cost of repair or restoration exceeds City provided insurance proceeds by \$500,000, the City may, in its full discretion, restore or repair such destruction or damages or not, as it deems best, provided that the City shall notify the Club in writing within thirty (30) days of such destruction or damage, in accordance with the foregoing requirement, of its decision either to restore or repair or not restore or repair such destruction or damage. If the City so notifies the Club that it has decided to restore or repair such destruction or damage, the City shall promptly complete such repair or restoration to the standards of the existing facilities prior to such destruction, but in no event later than seven (7) months from the date of such notice. If the City does not so notify the Club that it has decided to restore or repair such destruction, or if the City so notifies the Club that it will restore or repair the destruction or damage but does not complete such restoration or repair within seven (7) months of the date of the notice, the Club shall be entitled to immediately terminate this Exhibit "D" and/or the Agreement to which it is attached on written notice thereof to the City and shall be obligated to pay only pro-rated amounts due to the City hereunder based on its use during the then current year, and shall have no further obligations to the City. Where the destruction or damage was beyond the control of the City, and the City is not obliged to repair or restore under this Section 15, the City will incur no liability to the Club arising from the City's decision not to repair the Dunedin Facilities for the Club's use under the terms of this Exhibit "D" other than as provided in Section 16 below.

### **SECTION 16- PERSONAL PROPERTY**

All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the City's permission, the user of the equipment or personal property and the City will be responsible for any damage to the equipment or personal property so used. The City shall not otherwise be responsible for the loss or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

### **SECTION 17- UTILITY COSTS**

The Club shall be responsible for all utility costs to the Dunedin Facilities, save for utilities to be paid for by the City in respect of its use. The City will provide the necessary reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. Utility costs attributable to the use of the Dunedin Facilities by the City will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.

## **Exhibit "D"**

### **SECTION 18- CLUB ANNUAL CONTRIBUTION**

During the operation of this Exhibit "D", the Club shall make an annual contribution to the City in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) (the "**Special-Purpose Annual Payment**"). The Club will make payment of the Special-Purpose Annual Payment on or before September 1 of each calendar year during which this Exhibit "D" is operable and the Club in fact uses the Dunedin Facilities for its Spring Training games.

The City shall maintain and separately account for the Special-Purpose Annual Payments made by the Club (the "**Special-Purpose Annual Payment Account**"). The designation and establishment of the Special-Purpose Annual Payment Account in and by this Exhibit "D" shall not be construed to require the establishment of a completely independent, self-balancing account as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues as herein provided. The Club will, at any time, be entitled to all records regarding the status of such Special-Purpose Annual Payment Account and the information about amounts accrued therein (including interest).

Expenditures of any amounts held within the Special-Purpose Annual Payment Account may be made only for Capital Replacement (as defined in this Exhibit "D") at the Dunedin Facilities and Maintenance, subject to the Club's written approval of the specific expenditures (including the specific services, materials and contractors). Notwithstanding the foregoing, the City and the Club may mutually agree in writing to utilize certain of the amounts held in the Special-Purpose Annual Payment Account to cover soft costs associated with redeveloping and reconstructing the Dunedin Facilities (the "**Soft Costs**"). The City and the Club hereby recognize that any such uses of funds in the Special-Purpose Annual Payment Account to cover Soft Costs shall be reimbursed by project funds if and when they are secured and funded through the State of Florida and/or Pinellas County.

The Club and the City hereby agree that it is the intention of the parties that, upon the occurrence of the events described in paragraph 1.2(b)(ii) of the Agreement to which this Exhibit "D" is attached, all amounts held in the Special-Purpose Annual Payment Account be added to the Capital Replacement Fund (as defined in the Agreement to which this Exhibit "D" is attached).

In the event that the Threshold Date is not achieved and the Agreement to which this Exhibit "D" is attached is terminated pursuant to paragraph 1.2(b)(i) of such Agreement, all proceeds remaining in the Special-Purpose Annual Payment Account shall be the property of the Club and shall be returned to the Club within thirty (30) days of the Club making a written request for same. This paragraph will survive the expiry or early termination of the Agreement to which this Exhibit "D" is attached.

### **SECTION 19 - SECTION RESERVED**

[Intentionally Deleted]

## Exhibit "D"

### SECTION 20 – TAX LIABILITY

The Club shall be responsible for all sales taxes, intangible taxes, license taxes, and all other taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to other governmental agencies. The parties will each be responsible for payment of one-half (1/2) of the ad valorem taxes on the Dunedin Facilities (net of City taxes) as is otherwise set forth in Section 3 of this Exhibit "D" to a maximum of \$25,000 per year per party. In the event that the annual ad valorem taxes payable on the Dunedin Facilities are in excess of \$50,000 despite the best efforts of the parties to reduce them to that amount, the parties will meet together in good faith to reasonably resolve operational matters to attempt to reduce the payment of the additional ad valorem taxes.

### SECTION 21 - INDEMNITIES

a) Club Indemnity. The Club will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the City and its respective officers, employees and agents, of, from and against all damages, losses, costs, charges, liabilities, obligations and expenses, including without limitation reasonable legal fees and disbursements, (collectively, the "Costs") which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the Club or its respective officers, employees, agents or those from whom the Club is in law responsible in connection with the use by the Club of the Dunedin Facilities; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or its respective officers, employees, agents or those for whom the City is at law responsible (whether by reason of contributory negligence or otherwise).

b) City Indemnity. Subject as provided by law, (including Florida case law, statutes and the Florida constitution, to the extent they are applicable and specifically 768.28 F.S.) the City will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the Club and its partners and each of their directors, officers, employees and agents of, from and against all Costs which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the City or its respective officers, employees, agents or those for whom the City is at law responsible in connection with the design or construction of the Dunedin Facilities, or use of the Dunedin Facilities by the City; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or its respective directors, officers, employees, agents or those for whom the Club is at law responsible (whether by reason of contributory negligence or otherwise) or by other third parties.

### SECTION 22 – INSURANCE

The Club shall, at its expense, keep in force during the entire period that this Exhibit "D" is operable, general liability and broad form comprehensive general liability insurance issued by a responsible insurance company and in form acceptable to the City, acting reasonably, for the protection of the City (except to the extent of the City's negligence) against all liability, judgments, costs, damages and expenses which may accrue against, be

## **Exhibit "D"**

charged to, or recovered from the City by reason of damage to the property of the City or injury to or death of any person or persons arising out of use of the Dunedin Facilities by the Club, in a policy or policies in a minimum amount of a combined single limit or one million dollars (\$1,000,000.00). This liability coverage shall also contain applicable coverages for premises operations, contractual insurance, personal injury, liquor liability and broad form property damage. The Club shall also carry its own workers compensation insurance. Insurance required by the terms of this Exhibit "D" shall be evidenced to the City in the form of a Certificate of Insurance which provides that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or diminishing coverages. The Club shall furnish to the City a new Certificate of Insurance at least fifteen (15) days prior to the renewal date of coverages. A Certificate of Insurance evidencing the insurance coverage specified herein shall be furnished to the City prior to the facilities being utilized by the Club. Notwithstanding anything contained herein, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City's liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

The City shall self-insure for its liability under this Exhibit "D" and shall maintain such property insurance for loss by hazard as to the insurable value of such Facilities as it maintains for other City property for its full replacement cost. The Club will provide for insurance for its property kept at the Dunedin Facilities. The Club will not be responsible for any loss or damage to properties insured against by the City except for intentional acts or negligence of the Club up to the amount of the City deductible under its insurance policies.

### **SECTION 23 – SUSPENSION OF EXHIBIT "D"**

- a) **General.** In the event that the Club is prevented from using the Dunedin Facilities or any material part thereof at any time during the operation of this Exhibit "D" because of a national emergency, the United States being in a state of war, a labor dispute, the rules and regulations of MLB, the National Association of Professional Baseball Leagues Inc., the Florida State League of Professional Baseball Clubs Inc., the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities or any other event beyond the reasonable control of the Club, this Exhibit "D" shall be regarded as suspended for that period without liability for damages of either party to the other. The provisions of this Exhibit "D" which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect.
- b) If the period of the suspension extends beyond eight (8) months and such arises by reason of a state of war within the United States or a non-baseball labor dispute, the Club shall be entitled to terminate this Exhibit "D" or the Agreement to which it is attached without liability to the City therefor.

## **Exhibit "D"**

During the period of such suspension, the Club shall be entitled to conduct its games and practices hereunder at alternate facilities of its choice.

### **SECTION 24 – CAPITAL REPLACEMENT FUND**

During the operation of this Exhibit "D", the City shall maintain a fund for the purpose of Capital Replacement expenditures which shall be known as the Capital Replacement Fund (the "Fund"). This Fund shall be used solely for Capital Replacement expenditures and shall be initially funded to an amount of \$250,000 or such greater amount as agreed upon between the parties. Capital Replacements shall be undertaken by the City as and when required, without cost or expense to the Club as to the funding for such Capital Replacements. The City will be responsible for all capital replacement costs in respect of the Dunedin Facilities notwithstanding any funding or changes in funding to the Capital Replacement Fund.

The Fund shall be funded from the following sources:

- (a) The amounts held in the Fund on the effective date of the Agreement to which this Exhibit "D" is attached.
- (b) One-half (1/2) of the Concession Sharing amount paid to the City set forth in Section 8 of this Exhibit "D" until fully funded and thereafter such Concession Sharing amount will be paid to the City.
- (c) All interest accrued by such Funds, which interest will stay in the Fund even though the Fund exceeds its maximum amount.

The City shall maintain the Fund and shall separately account for it. The Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Fund and the information about amounts accrued therein. Expenditures of such funds shall be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed.

Upon the occurrence of the events described in paragraph 1.2(b)(ii) of the Agreement to which this Exhibit "D" is attached, all amounts held in the Fund will be added to the Capital Replacement Fund (as defined in the Agreement to which this Exhibit "D" is attached).

In the event that the Threshold Date is not achieved and the Agreement to which this Exhibit "D" is attached is terminated pursuant to paragraph 1.2(b)(i) of such Agreement, all proceeds remaining in the Fund will be the property of the City and may be used for any purposes as deemed appropriate by the City, free of trust.

The City shall administer the expenditures of such Funds and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices as in its normal

## **Exhibit "D"**

course of business, unless the parties shall mutually agree to delegate some or all of a Capital Replacement Project to the Club.

### **SECTION 25 – SECTION RESERVED**

[Intentionally Deleted]

### **SECTION 26 – SECTION RESERVED**

[intentionally deleted]

### **SECTION 27 - SECTION RESERVED**

[intentionally deleted]

### **SECTION 28 – SECTION RESERVED**

[Intentionally Deleted]

### **SECTION 29 – DEFAULT**

The occurrence of one or more of the following is an event of default:

- a) The Failure by either party to perform, observe or comply with timely, any term, representation, condition, obligation, covenant, or other provision requiring performance of that party under this Exhibit "D" and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.
- b) The dissolution or liquidation of the Club, or the filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club's reorganization or liquidation under the provisions of the Federal Bankruptcy Code, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club's property, or the assignment of any of the Club's property for the benefit of its creditors, if the Club fails to lift, stay or dismiss promptly any such proceedings or any execution, garnishment or attachment that will materially and adversely impair the Club's operation.
- c) The Club abandons the Dunedin Facilities.
- d) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.

## **Exhibit "D"**

- e) The filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club's reorganization or liquidation under the provisions of the Federal Bankruptcy Code, if the Club fails to lift, stay or dismiss promptly such proceeding or similar proceedings under Canadian law.

Whenever any event of default by the Club shall have occurred and be continuing, the City may take any of the following remedial steps:

- (I) In the event of a monetary default, abandonment of the Dunedin Facilities by the Club or a wrongful termination of this Exhibit "D" by the Club, the City may reenter and take possession of the Dunedin Facilities without terminating this Exhibit "D", exclude the Club from possession thereof and lease or otherwise use the Dunedin Facilities for the account of the City and may require the acceleration of the annual payments as set forth above without setoff or other defense by the Club arising from the City's reentry and use of the Dunedin Facilities and such setoff or defenses of the Club are specifically waived.
- (II) Take any act or law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Exhibit "D"; provided, however, no such enforcement shall include a requirement of the Club to play home Spring Training games at the Dunedin Facilities during the period that this Exhibit "D" is operable, the City's remedies in respect of any default in so playing being limited to monetary damages.

In the event that an event of default by the City shall have occurred and be continuing, the Club may institute such action against the City as the Club may deem necessary to complete performance or may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the City; provided, however that no such action shall seek to impose, or impose, any pecuniary liability upon the City, or any personal or pecuniary liability upon any member of the City Commission, employee, attorney or contractual representative of the City and any such claim, legal right or cause of action is specifically waived and foregone hereby.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof by any such right or power may be exercised from time to time and as often as may be deemed expedient.

In the event either party shall default under any of the provisions of this Exhibit "D" and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.

## **Exhibit "D"**

In the event any agreement contained in this Exhibit "D" should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to any other remedy given under this Exhibit "D" or now hereafter existing at law or in equity or by statute.

### **SECTION 30 – SECTION RESERVED**

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### **SECTION 31 – FORCE MAJEURE**

Neither party shall be liable for any loss or damage sustained by the other party, nor shall either party be considered in default for any event occurring or failing to occur or any state of facts existing as a result of any delay in performance or noncompliance of any provision of this Exhibit "D" that results from an action, event, omission or cause beyond its reasonable control and without its fault or negligence, including but not limited to civil commotion, riots, wars, fires, explosions, floods, earthquakes, wind or hurricane damage, embargos, or actions of civil or military authority.

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**TAB 3**

**COST-BENEFIT ANALYSIS OF THE TEAM'S IMPACT ON THE COMMUNITY**

## CITY OF DUNEDIN

### THE IMPACT OF SPRING TRAINING ON THE COMMUNITY

#### A COST – BENEFIT ANALYSIS

This analysis was assembled using a variety of information related to spring training in both the State of Florida and information specific to the City of Dunedin. A summary of the sources used in the analysis may be found at the end of this section. The approach taken was to attempt to determine the financial benefit, or lack thereof, to the City of Dunedin and its populace over the nineteen-year period since the City's certification as a Retained Spring Training Facility.

#### Findings

The cost of securing the Toronto Blue Jays has been approximately **sixteen million, four hundred fifty million, one hundred, fifty-five (\$16,450,155.00) dollars** over the nineteen-year period studied. This includes the amount of money expended for the construction of the then-new Spring Training facilities. Cost figures represent actual cash expenditures. The apparent benefit to the community for the same ten-year period is **six hundred, forty-six million, four hundred, fifty-four thousand, three hundred thirty-nine (\$646,454,339.00) dollars**.

#### Methodology

The benefits listed consist of five categories: First are monies paid directly to the City of Dunedin as a result of the license agreement with the Blue Jays. The second is the savings realized by the City of Dunedin as a result of the Blue Jays assuming the maintenance of the grounds and facilities at the two complexes they use. The third consists of contributions to community organizations and causes by the Blue Jays, which are made throughout the year. The fourth is the estimated impact of Spring Training-related tourism on the community.

Payments stipulated by the license agreement consist of an annual fee of \$125,000, a percentage- 5% of ticket revenue for the first 3,800 in attendance at each game, and 15% of ticket revenue for attendance in excess of 3,800 at each game, and a concession fee of fifty cents per attendee in excess of 3,800 per game. The figure for the annual fee was multiplied by nineteen to cover the study period. The three attendance-related figures were based on average game attendance per season, multiplied by the same nineteen-year period. The license agreement gave the City of Dunedin the right to market and sell the naming rights to the stadium used for Spring Training games. The City was able to sell the naming rights to Knology Broadband for a five-year term. That agreement has expired, but it did pay the City \$400,000 in cash and free cable TV airtime, which was used to advertise other City revenue-producing programs and events. Eight years ago, the City sold the naming rights to Florida Suncoast Auto Brokers for \$26,000 per year.

Cost savings on facility and grounds maintenance was derived by using a memo written a former head of the department responsible for the facilities, which listed a maintenance savings of at least \$200,000. This estimate seems conservative, given the size and scope of the



facilities, but was accepted for the purpose of this report since that was the figure originally accepted by the city. The annual figure was multiplied by nineteen to cover the study period, resulting in a total of \$3,800,000 saved.

The Blue Jays contribute to Dunedin youth sports organizations, through a variety of methods, however, the most significant contribution is that the organizations are able to use the sports facilities maintained by the team throughout the year, including during Spring Training. The Blue Jays absorb the cost of the additional grounds maintenance, including on-site staff during Little League, softball and high school baseball games. Estimated costs for this additional maintenance work and staffing is approximately \$50,000 per year, or \$950,000 for the nineteen-year study period.

The Blue Jays operate the concession and novelty shops during Spring Training as well as the Florida State League minor league game schedule. The team offers community organizations, such as the Rotary and Kiwanis Clubs, the Chamber of Commerce, and other civic groups, the opportunity to volunteer in the concession stands in exchange for payments to the organizations based on an hourly rate for each volunteer. The team pays approximately \$22,000 annually to local organizations through this program, for a nineteen-year total of \$418,000.

It is estimated that the Blue Jays contribute approximately \$20,000 a year to various organizations in Dunedin. They are also annual sponsors of the Dunedin Highland Games, the recreation and parks department's Leisure Activities Bulletin, and have paid for program costs for grand openings at various city recreational facilities. The estimated annual contribution was multiplied by nineteen to total the \$380,000 benefit for the study period.

As the City and the Blue Jays began negotiations for the upcoming 25-year License Agreement, the City contracted with Bonn Marketing, Inc. and Nielsen Sports to conduct an in-depth study specific to the economic value of the Toronto Blue Jays spring training. The study put the overall economic value in 2016 at \$635,836,429. It should be noted that the benefits attributed to retaining a spring training franchise, as outlined in this report, has been examined with respect to the entire local community, rather than just the local government entity that is financially responsible for the spring training facilities.

The purpose of the Retained Spring Training Franchise funding was to safeguard a Florida industry that had been determined to have a significant positive impact on the State's economy. Based on the apparent community benefit, the program would appear to have succeeded.



**COST AND BENEFITS SUMMARY FOR DUNEDIN FACILITIES 2000-2018**

**Costs**

**Expenditure**

Cost of Reconstruction	3,500,000
Operations	11,631,568
Capital Replacement	1,318,587

**Benefits**

**Monies Paid To City**

Annual Lease	2,375,000
Naming Rights	608,000
Ticket Revenues	334,995
Concession Fees	622,189

**Value Items**

Facilities Maintenance	3,800,000
------------------------	-----------

**Community Contributions**

Contributions to Little League, Softball, High School and Other Local Youth Sports Organizations	950,000
--	---------

Spring Training Concession Fund Raising Opportunities for Local Organizations	418,000
---	---------

Blue Jays' Contributions to Local Civic Organizations and Causes	380,000
--	---------

**Tourism Impact**

Direct & Indirect	635,836,429
-------------------	-------------

**TOTALS:**

**\$ 16,450,155.00**

**\$ 645,324,613.00**

**TAB 4**

**EVIDENCE THAT THE CITY OF DUNEDIN CONTINUES TO MEET THE  
CRITERIA IN EFFECT WHEN CERTIFIED**

## **COMPLIANCE WITH CRITERIA IN EFFECT**

### **AT THE TIME OF CERTIFICATION**

Following is a list of the criteria that were applicable at the time of the City of Dunedin's application for certification as a Retained Spring Training Facility. The City of Dunedin developed its application in September 2000. This section will address the City's compliance with each of those criteria as of July 2018.

#### **Criterion 1:**

A "unit of local government," as defined in Section 218.369, Florida Statutes, is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training facility is located.

#### **Response:**

The City of Dunedin is the owner of the property and facilities which have been used by the Toronto Blue Jays Baseball Club since 1977.

#### **Documentation:**

Please see site control documentation, which may be found in the Appendix of this report.

#### **Criterion 2:**

The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least fifteen (15) years.

#### **Response:**

The City of Dunedin and the Toronto Blue Jays executed a license agreement on December 15, 2000, which committed the baseball club to a fifteen (15) year term of use of the facilities for spring training. Amendments to the agreement have extended the term through 2019 and the parties have signed a new agreement that will ensure the club remains in Dunedin for an additional 25 years.

#### **Documentation:**

Please see the license agreement and amendments, copies of which may be found in Tab No. 2 of this report. The license agreement and amendments included pertain only to the current funding on which this report is based.

#### **Criterion 3:**

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





**Response:**

The total cost of the facilities reconstruction project was approximately fourteen million (\$14,000,000) dollars, of which ten-million (\$10,000,000) was funded by the State. Locally, three million (\$3,000,000) dollars was provided by Pinellas County Tourist Development Tax money, and the City of Dunedin provided the remaining four million (\$4,000,000) dollars. The City financed the entire cost of the project, and is paying it back over twenty years, using the grant fund payments and its own money to cover the debt service each year.

**Documentation:**

Please see relevant pages in the Appendix..

**Criterion 4:**

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

**Response:**

Average attendance at Toronto Blue Jays spring training games in Dunedin since 2006 was 68,092.

**Documentation:**

Please see year-by-year information on the Florida Grapefruit League website, 2018 attendance figures were 71,892. This figure was not listed on the Florida Grapefruit League website but was provided by the Blue Jays. The year-by-year figures only go back to 2006, so the average attendance is based on thirteen years of Spring Training games in Dunedin.

**Criterion 5:**

The facility for a retained spring training franchise is located in a county that is levying a tourist development tax pursuant to Section 125.0104, Florida Statutes.

**Response:**

Pinellas County continues to levy a tourist development tax.

**Documentation:**

Please see information in the Appendix from the Pinellas County website, related to the Tourist Development Council, Tourist Development Tax.

**Criterion 6:**

The intended use of the funds by the applicant.

**Response:**

The intended use of the funds was the construction of new facilities related to retaining the Toronto Blue Jays in Dunedin. The funds were expended on renovations to Dunedin Stadium, the Englebert Recreation Complex, the Louis A. Vanech Recreation Complex and the Fischer Field Complex.

**Documentation:**

Please see materials in Tab No. 2 of this report.

**Criterion 7:**

The length of time that the existing franchise has been located in the state.

**Response:**

The Toronto Blue Jays have had only one spring training home since their inception. Dunedin has been that home since the opening spring training season in 1977, for a total of forty-two (42) years.

**Documentation:**

Please see information in the Appendix - website information on Florida Grapefruit League.com, related to the length of time the Toronto Blue Jays have held spring training in Dunedin.

**Criterion 8:**

The length of time a facility to be used by a retained spring training franchise has been used by one or more spring training franchises.

**Response:**

Please see response to Criterion 7.

**Documentation:**

Please see response to Criterion 7.

**Criterion 9:**

If applicable, for those teams leasing a spring training facility from a unit of local government, the remaining time on the lease for the facility used by the spring training franchise.

**Response:**



The original License Agreement has been amended to extend the use of the facility until December 31, 2019. The Blue Jays will remain in Dunedin under a new agreement after that time, for an additional 25 years.

**Documentation:**

Please see the license agreement, and amendments, copies of which may be found in Tab 3 of this report.

**Criterion 10:**

The duration of the future-use agreement with the retained spring training franchise.

**Response:**

In anticipation of the construction of new facilities, an amendment to the License Agreement was recently executed that would extend the agreement while a new license agreement is negotiated. The amendment extends the existing License Agreement to December 31, 2019. Additionally, the City and the Club recently executed a new License Agreement that has a term of twenty-five (25) years.

**Documentation:**

Please see the License Agreement and related amendments in Tab 2 of this report. Also please see City of Dunedin Resolution 17-52 that references the execution of the new 25- year License Agreement.

**Criterion 11:**

The amount of the proposed local match.

**Response:**

Please see the response to Criterion No. 3.

**Documentation:**

Please see documentation for Criterion No. 3 response, in Appendix.

**Criterion 12:**

The net increase of total active recreation space owned by the applying unit of local government following the acquisition of land for the spring training facility.

**Response:**

The funds were used for reconstruction of existing facilities. There was no land acquisition, or conversion of land to recreational use from another type of use; therefore, there was no net increase in active recreation space.

**Documentation:**

Not applicable.



**Criterion 13:**

The location of the facility in a brownfield, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an Urban Infill Redevelopment Plan.

**Response:**

The facility is not located in any of the above-mentioned areas. The Game Day Stadium, however, is located just blocks from the city's Community Redevelopment District.

**Documentation:**

Not applicable.

**Criterion 14:**

The projections on paid attendance attracted by the facility and the proposed effect on the economy of the local community.

**Response:**

As noted in the response to Criterion No. 4, the average annual paid attendance since 2006 has been 68,092. There has been an apparent total economic benefit to the community of \$646,454,339 over the nineteen-year period studied.

**Documentation:**

Please see the 2016 Bonn Marketing/Nielsen Sports Report to Criterion No. 4, located in the Appendix, and the Cost Benefit Analysis, located in 3 of this report.

**TAB 5**

**APPENDIX CONTENTS**



## **APPENDIX CONTENTS**

- **Site Control Documentation**
- **Financial Commitment**
- **Average Attendance**
- **Tourist Development Tax**
- **Franchise Tenure in State**
- **Economic Impact Study**

## SITE CONTROL DOCUMENTATION

## **Site Control Documentation**

33

MASTER'S DEED

THIS INSTRUMENT, Made this 16<sup>th</sup> day of June, A.D. 1937, Between Harry L. Thompson, as Special Master in Chancery, of the first part, and City of Dunedin, a municipal corporation under the laws of the State of Florida, in Pinellas County, Florida, of the second part;

WHEREAS, the Circuit Court of the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, in Chancery, on the 11th day of May, 1937, among other things ordered, adjudged and decreed, in a certain cause then pending in said Court, between City of Dunedin, a municipal corporation, complainant, and Rhea & Company, Incorporated, a dissolved Florida corporation, and all unknown persons or parties claiming any right, title and interest in, to or over the herein described property through, under or from said dissolved corporation, and Virginia Park Company, Inc., a dissolved Florida corporation, and all unknown persons or parties claiming any right, title and interest in, to or over the herein described property through, under or from said dissolved corporation, defendants, that the premises described in said decree, and hereinafter particularly described, be sold by the undersigned Special Master in parcels as therein described to the highest and best bidder for cash on some Rule Day of said Court during the legal hours of sale at the front door of the Court House in Clearwater, Pinellas County, Florida, after first publishing a notice of the time, place and manner of sale in a newspaper of general circulation published in Pinellas County, Florida, for two consecutive weeks, and

WHEREAS, the said Special Master, in pursuance of the said order and decree of the said Court in Chancery, after first giving and publishing notice of the time and place of sale, together with a description of the premises to be sold, as aforesaid, for two consecutive weeks in The Dunedin Times, a newspaper of general circulation published at Dunedin, in Pinellas County, Florida, did, on the 7th day of June, 1937, sell at public auction the said premises, in parcels as hereinafter particularly described, agreeable to the order aforesaid; at which sale the said premises, in parcels, were sold to the said party of the second part for the total sum of Twenty-five Hundred (\$2500.00) Dollars, as follows:

Parcel One. NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 34, Township 28 South, Range 15 East, less a lot in NE corner running east and west 345 feet and north and south 635 feet known as school tract.

for the sum of Two Thousand (\$2000.00) Dollars, that being the highest sum bid for the same; and

Parcel Two. That lot beginning 25 feet south and 25 feet west of NW 1/4 of SE 1/4 of Section 34-28-15, and running west 196 feet, south 100 feet, east 196 feet, north 100 feet to P.O.B.,

for the sum of Five Hundred (\$500.00) Dollars, that being the highest sum bid for the same, and

WHEREAS, the said undersigned Special Master, party of the first part, did thereafter make his report of sale, together with all his acts and doings thereunto to said Court, and the Court did, on the 15th day of June, 1937, by order and decree, confirm the sale so made and so reported, and did order and direct said Special Master to make, execute and deliver a Master's Deed conveying said described property to the said City of Dunedin a municipal corporation, the purchaser at said sale, and in and by said order the said Court did fully ratify and confirm the sale so made,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Special Master, in order to carry into effect the said sale so made as aforesaid, in pursuance of the said decree of the said Court of Chancery, in consideration of the premises, and of the said sum of Twenty-five Hundred (\$2500.00) Dollars, paid at the time of the execution hereof, by the said party of the second part to the said Special Master, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain and sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns forever, the certain parcels of land in the County of Pinellas, State of Florida, described as follows:

School  
NW 1/4 of SE 1/4 of Section 34, Township 28 South, Range 15 East, less a lot in NE corner running east and west 345 feet and north and south 635 feet known as school tract, and

VFW  
That lot beginning 25 feet south and 25 feet west of NW corner of NW 1/4 of SE 1/4 of Section 34-28-15, and running west 196 feet, south 100 feet, east 196 feet, north 100 feet to P.O.B.,

together with all and singular the rights, members, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of the second part, its successors

and assigns, forever.

IN WITNESS WHEREOF, the said Special Master in Chancery, as aforesaid, has herunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Harry L. Thompson (Seal)  
As Special Master in Chancery.

[Signature]

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) ss.

I, an officer duly authorized to take acknowledgments, hereby certify that Harry L. Thompson is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, aforesaid, for the purposes therein expressed.

WITNESS my hand and official seal, the 16<sup>th</sup> day of June, A.D. 1937, at Clearwater, in the State and County aforesaid.



Helen Pecarek  
Notary Public, State of Florida at Large.

My Commission Expires Nov. 8, 1937

FILED FOR RECORD June 16, 1937 AT 4:20 PM IN THE BOOK NOTED  
BY ANNIE A. G. MORGAN, CLERK OF THE CIRCUIT COURT, PINELLAS  
COUNTY, FLORIDA. [Signature] DEPUTY CLERK

This Warranty Deed Made the 31st. day of January A. D. 19 77 by  
STANLEY R. DOUGLAS, individually and as Trustee

hereinafter called the grantor, to CITY OF DUNEDIN, a Municipal Corporation, 72 0001. 31JA77

whose postoffice address is 750 Milwaukee Ave., Dunedin, Florida 33528 42  
hereinafter called the grantees

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ --10.00-- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantees, all that certain land situate in Pinellas County, Florida, viz:

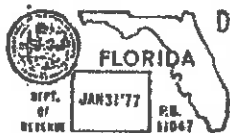
The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and Lots 8 and 9 in the Southeast 1/4 of Section 24, Township 28 South, Range 15 East, said Lots 8 and 9 being according to map of PINELLAS GROVES, as recorded in Plat Book 3, Page 15, Public Records of Pinellas County, Florida, all lying and being in Pinellas County, Florida.

SUBJECT TO easements and restrictions of record.

40 Cash 400  
41 St 5000  
42 Sur 19800  
43 Int 7700  
Tot 26700

PINELLAS COUNTY

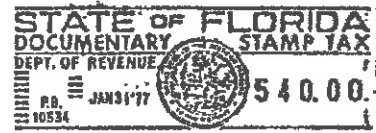
133375



DOCUMENTARY SUR TAX  
198.00

PINELLAS COUNTY

222839



Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 76

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*Marianne Schaffer*  
Marianne Schaffer

*Stanley R. Douglas*  
Stanley R. Douglas

STATE OF Florida  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Stanley R. Douglas, individually and as Trustee

to me known to be the person described in and who executed the foregoing instrument and, he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st. day of

January A. D. 19 77  
Notary Public, State of Florida MY COMMISSION EXPIRES: 4-29-77

This instrument prepared by:

*Marianne Schaffer*  
Marianne Schaffer

This instrument was prepared by Marianne Schaffer of American Title Insurance Company, 51 Main Ave. S., Clearwater, Florida 34615, incident to the issuance of a title insurance contract.

SPACE BELOW FOR RECORDERS USE  
JAN 31 3 01 PM '77  
PINELLAS CO. FLORIDA  
CLERK (INT. USE ONLY)

12

TRUSTEE'S DEED

BY THIS DEED SUN BANK OF TAMPA BAY, as Trustee under the Last Will and Testament of SUSIE L. JONES, deceased, herein called Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS, paid by CITY OF DUNEDIN, a Municipal Corporation, of the State of Florida, whose post office address is: P.O. Box 1348, Dunedin, Florida 34697-1348, herein called Grantee, grants, bargains, sells and conveys to Grantee the following real property in Pinellas County, Florida:

"SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF"

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor.

Subject to real estate taxes for 1988 and thereafter. Subject to restrictions and easements of record and zoning ordinances.

CASH 15.00  
Rec  
DS 12,744.60  
Int  
Fee  
Total 12,759.60

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name the day and year first above written.

15 15957546 40 1. 29J88  
40 15.00  
41 12,744.60  
TOTAL 12,759.60 CRK

Signed, Sealed and Delivered in our Presence:

Documentary Tax Pd. \$ 12,744.60  
Intangible Tax Pd.  
Karlgen F. DeBlaker, Clerk Pinellas County  
Deputy Clerk

SUN BANK OF TAMPA BAY

Betty Sanchez  
Luzanne Graf

BY: Jack C. McLean, Trust Officer  
ATTEST: Victoria J. Yamatani, Trust Officer

STATE OF FLORIDA  
COUNTY OF PINELLAS

(Corporate Seal)

I HEREBY CERTIFY that on this 26th day of January A.D. 1988, before me personally appeared Jack C. McLean, Trust Officer, of Sun Bank of Tampa Bay, as Trustee under the Last Will and Testament of Susie L. Jones, deceased, to me known to be the person described in and who executed the foregoing conveyance to City of Dunedin, a Municipal Corporation, of The State of Florida, and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said Corporation, and the said instrument is the act and deed of said Corporation.

Witness my signature and official seal at DUNEDIN in the County of Pinellas and State of Florida, the day and year last aforesaid.

My Commission Expires: PUBLIC Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPTEMBER 04, 1989

Jan 29 5 25 PM '88

apared BY:  
HEN G. HUBBARD  
HAZER, HUBBARD,  
LANDT & WILLIAMS  
Attorneys at Law  
Post Office Box 1178  
595 Main Street  
Dunedin, FL 34698-1178



## EXHIBIT "A"

## DESCRIPTION:

The SW.4 of the NE.4 of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida, LESS the northerly 520.00 feet and the southerly 400.00 feet thereof; and

the north half of the NE.4 of the SW.4 of said Section 24, LESS a part thereof contained in property described in Official Record Book 4237, page 1115 of the Public Records of Pinellas County, and subject to the occupation of Garrison Road on the west, and

the SE.4 of the NW.4 of said Section 24, LESS the northerly 494.00 feet thereof, and LESS a part thereof contained in property described in O.R. Book 4237, page 1115 and O.R. Book 4239, page 345 of the Public Records of Pinellas County, and subject to the occupation of Garrison Road on the west.

All of the above being more particularly described as follows:

Begin at the center of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence S.00°-23'-42"E., (assumed bearing and basis of bearings for this description), along the east boundary of the SW.4 of said Section 24, 662.35 feet; thence N.89°-24'-04"W., along the south boundary of the North half of the NE.4 of the SW.4 of said Section 24, 1324.18 feet; thence N.00°-17'-54"W., along the west boundary of the NE.4 of the SW.4 of said Section 24, 643.71 feet; thence S.89°-22'-55"E., 19.07 feet southerly of and parallel to the north boundary of the SW.4 of said Section 24, 231.83 feet; thence N.00°-22'-35"W., parallel to the west boundary of the SE.4 of the NW.4 of said Section 24, 162.60 feet; thence N.89°-22'-55"W., 231.80 feet; thence N.00°-22'-35"W., along the west boundary of the SE.4 of the NW.4 of said Section 24, 166.07 feet; thence N.89°-37'-25"E., 223.50 feet; thence N.00°-22'-35"W., parallel to the west boundary of the SE.4 of the NW.4 of said Section 24, 130.00 feet; thence S.89°-37'-25"W., 223.50 feet; thence N.00°-22'-35"W., along the west boundary of the SE.4 of the NW.4 of said Section 24, 100.73 feet; thence S.89°-30'-19"E., 494.00 feet southerly of and parallel to the north boundary of the SE.4 of the NW.4 of said Section 24, 1322.74 feet; thence S.00°-23'-42"E., along the east boundary of the NW.4 of said Section 24, 26.02 feet; thence S.89°-23'-35"E., 520.00 feet southerly of and parallel to the north boundary of the SW.4 of the NE.4 of said Section 24, the easterly portion of this line being also the south boundary of LYNNWOOD - UNIT ONE as recorded in Plat Book 70, page 98 of the Public Records of Pinellas County, 1335.55 feet; thence S.00°-21'-56"E., along the east boundary of the SW.4 of the NE.4 of said Section 24, being also the west boundary of SPANISH ACRES as recorded in Plat Book 70, page 95 of the Public Records of Pinellas County, 417.35 feet; thence N.89°-22'-55"W., 400.00 feet northerly of and parallel to the south boundary of the NE.4 of said Section 24, being also the north boundary of TANGLEWOOD EAST as recorded in Plat Book 70, page 87 of the Public Records of Pinellas County, 1335.34 feet; thence S.00°-23'-42"E., along the west boundary of the NE.4 of said Section 24, being also the west boundary of said TANGLEWOOD EAST, 400.06 feet to the Point of Beginning. Subject to the occupation of Garrison Road along the west boundary. Subject to easements and restrictions of record.

AND

Begin at the southwest corner of the SE.4 of the NW.4 of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence N.00°-22'-35"W., 143.53 feet, along the west boundary of the SE.4 of the NW.4 of said Section 24; thence S.89°-22'-55"E., 43.80 feet; thence S.00°-22'-35"E., 162.60 feet; thence N.89°-22'-55"W., 43.83 feet, along a line 19.07 feet south of and parallel to the north boundary of the SW.4 of said Section 24, to a point on the west boundary of the NE.4 of the SW.4 of said Section 24; thence N.00°-17'-54"W., 19.07 feet, along said west boundary, to the Point of Beginning. Containing 7121 square feet, more or less.

LEGAL DESCRIPTION CONTINUED

AND

Commence at the southwest corner of the SE.¼ of the NW.¼ of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence N.00°-22'-35"W. (assumed bearing and basis of bearings for this description) along the west boundary of the SE.¼ of the NW.¼ of said Section 24, 609.60 feet for a Point of Beginning; thence N.00°-22'-35"W., continuing along the west boundary of the SE.¼ of the NW.¼ of said Section 24, 130.00 feet; thence N.89°-37'-25"E., 20.00 feet; thence S.01°-55'-07"E., along the west boundary of property conveyed to Earl A. and Iva M. Jones by Trustee's Deed recorded in O.R. Book 4239, page 345 of the Public Records of Pinellas County, 130.05 feet; thence S.89°-37'-25"W., 23.50 feet to the Point of Beginning. Containing 2827.5 square feet, more or less. Subject to the prescriptive easement rights of the existing overhead utility lines.

Subject to the occupation of Garrison Road along the west boundary. Subject to the rights of ingress and egress from Garrison Road to the property abutting on the east.

Subject to the Declaration of Public Road, 15 feet on each side of the 40 acre line, petitioned on April 7, 1914 and declared on October 6, 1914 in Book 1, page 390 of the Public Records of Pinellas County. (Road number 36, known as Garrison Road.)

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at the southwest corner of the SE.¼ of the NW.¼ of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence S.00°-17'-54"E., 19.07 feet, along the west boundary of the NE.¼ of the SW.¼ of said Section 24; thence S.09°-22'-55"E., 43.03 feet, to the Point of Beginning; thence S.09°-22'-55"E., 100.00 feet, parallel to the north boundary of the SW.¼ of said Section 24; thence N.00°-22'-35"W., 162.60 feet, parallel to the west boundary of the SE.¼ of the NW.¼ of said Section 24; thence N.09°-22'-55"W., 100.00 feet; thence N.00°-22'-35"W., 15.00 feet; thence S.09°-22'-55"E., 242.01 feet; thence S.00°-22'-35"E., 192.60 feet; thence N.09°-22'-55"W., 242.01 feet; thence N.00°-22'-35"W., 15.00 feet, to the Point of Beginning. Containing 16040 square feet, more or less.

AND

Commence at the Southwest corner of the SE 1/4 of the NW 1/4 of Section 24, Township 28, South, Range 15 East, Pinellas County, Florida; thence N 00°22'35"W, 739.60 feet, along the west boundary of the SE 1/4 of the NW 1/4 of said Section 24; thence N 89°37'25"E, 103.50 feet, to the Point of Beginning; thence N 80°09'41"E, 121.66 feet; thence S 00°22'35"E, 20.00 feet; thence S 89°37'25"W, 120 feet, to the Point of Beginning. Containing 1200 square feet, more or less.

**Documentation of Financial Commitment**  
**City Budgets for the Facility**

**STADIUM FUND**

	ACTUAL 2014	ACTUAL 2015	BUDGET 2016	ESTIMATED 2016	BUDGET 2017	% CHG FROM BUDGET 2016
<b>BEGINNING FUND BALANCE</b>	\$ 237,374	\$ 118,014	\$ 44,298	\$ 66,239	\$ 39,175	-12%
<b>REVENUES</b>						
Property Taxes	-	-	-	-	-	0.0%
Other Taxes	-	-	-	-	-	0.0%
Licenses, Permits, Fees	-	-	-	-	-	0.0%
Intergovernmental	797,984	797,984	797,984	624,184	500,000	-37.3%
Charges for Services	300,493	322,045	326,000	326,000	321,000	-1.5%
Fines	-	-	-	-	-	0.0%
Miscellaneous	39,199	33,653	35,400	35,400	32,200	-9.0%
Transfers	200,000	351,859	212,000	362,000	167,000	-21.2%
Debt Proceeds	-	-	-	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 1,337,676</b>	<b>\$ 1,505,541</b>	<b>\$ 1,371,384</b>	<b>\$ 1,347,584</b>	<b>\$ 1,020,200</b>	<b>-25.6%</b>
<b>EXPENDITURES</b>						
City Manager	-	-	-	-	-	0.0%
City Clerk	-	-	-	-	-	0.0%
City Attorney	-	-	-	-	-	0.0%
City Commission	-	-	-	-	-	0.0%
Finance	-	-	-	-	-	0.0%
HR & Risk Mgmt	-	-	-	-	-	0.0%
Planning & Development	-	-	-	-	-	0.0%
Eco. & Hsg. Development	-	-	-	-	-	0.0%
Communications	-	-	-	-	-	0.0%
Law Enforcement	-	-	-	-	-	0.0%
Fire	-	-	-	-	-	0.0%
Library	-	-	-	-	-	0.0%
Parks & Recreation	1,457,036	1,557,316	1,363,390	1,374,648	1,019,500	-25.2%
Public Works	-	-	-	-	-	0.0%
Non-Departmental	-	-	-	-	-	0.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,457,036</b>	<b>\$ 1,557,316</b>	<b>\$ 1,363,390</b>	<b>\$ 1,374,648</b>	<b>\$ 1,019,500</b>	<b>-25.2%</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 118,014</b>	<b>\$ 66,239</b>	<b>\$ 52,292</b>	<b>\$ 39,175</b>	<b>\$ 39,875</b>	<b>-23.7%</b>
<b>EXPENDITURES BY CATEGORY</b>						
Personnel	31,014	34,980	32,628	21,181	39,000	19.5%
Operating	298,272	519,588	572,855	595,560	564,400	-1.5%
Capital	-	-	-	-	-	0.0%
Other	1,127,750	1,002,748	757,907	757,907	416,100	-45.1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,457,036</b>	<b>\$ 1,557,316</b>	<b>\$ 1,363,390</b>	<b>\$ 1,374,648</b>	<b>\$ 1,019,500</b>	<b>-25.2%</b>



**STADIUM FUND ANALYSIS**

The Stadium Fund is a Special Revenue Fund created to account for the receipt and disbursement of funds related to the City’s stadium, including operations and debt service.

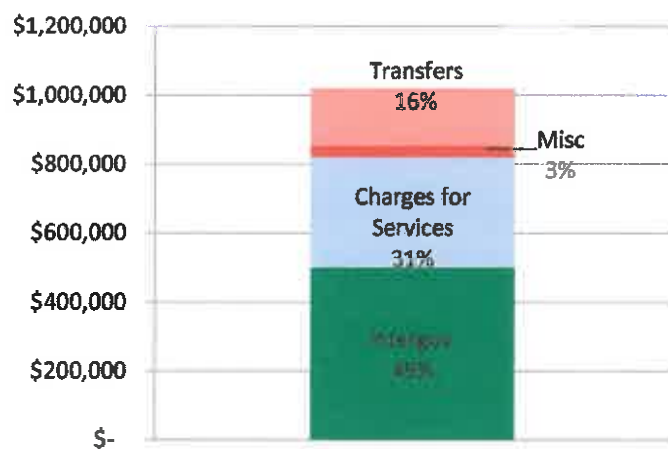
**AVAILABLE FUND BALANCE**

The City anticipates ending FY 2017 with a fund balance of 7% of budgeted operating expenditures. While this is below the target identified by the City’s Reserve Policy, City Commission has directed staff to reduce the fiscal burden on the General Fund, which would need to transfer funding into the stadium Fund to meet reserve requirements. As debt payments approach retirement, the annual expenditure on Stadium Bonds will continue to decrease. Commission will re-evaluate the condition of the Stadium Fund’s reserves against the City policy at the end of FY 2017 and adjust accordingly.

**REVENUE**

Intergovernmental revenue will decrease 37% over prior year levels in FY 2017 as funding through Pinellas County’s Tourist Development Council expired during FY 2016. Charges for service are anticipated to remain relatively flat in FY 2017. The Stadium Fund will receive a \$167,000 transfer from the General Fund in FY 2017 to fund operations and debt service obligations. This is a 21% decrease over the prior year’s levels as two of three debt obligations were fulfilled during FY 2016.

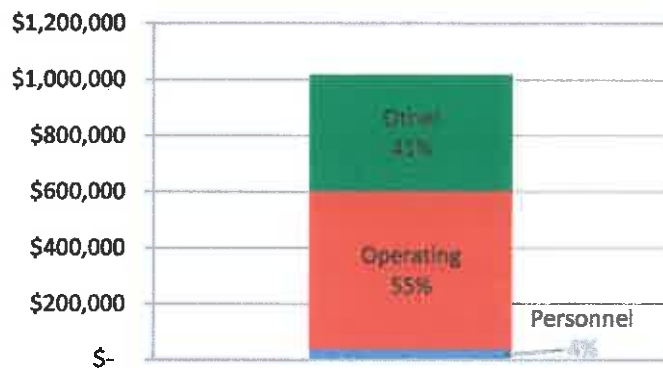
**Stadium Fund Revenues**



**EXPENDITURES**

Personnel costs are anticipated to increase \$7,000 in FY 2017 to fund over-time costs for staff to prepare for and clean-up after games. FY 2017 operating expenses include \$96,500 for repair and maintenance of facilities and \$60,000 for professional consulting services to assist with retaining the Toronto Blue Jays, whose contract expires at the end of FY 2017. The largest expenditure category is associated with debt payments totaling \$416,100 in FY 2017.

**Stadium Fund Expenditures**





FY 2017 ADOPTED BUDGET SOLID WASTE FUND	ACTUAL FY 2014	ACTUAL FY 2015	5% comm. incr. BUDGET FY 2016	5% comm. incr. ESTIMATED FY 2016	Incr. 1.6% comm. 1.6% rate BUDGET FY 2017	1.5% rate incr. 1.7% rate BUDGET FY 2018	2% rate incr. rate and comm. BUDGET FY 2019	2% rate incr. rate and comm. BUDGET FY 2020	2% rate incr. rate and comm. BUDGET FY 2021	2% rate incr. rate and comm. BUDGET FY 2022
Licenses & Permits	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Charges for Services *	4,746,966	4,839,464	4,706,781	4,706,781	5,063,200	5,159,400	5,262,600	5,367,800	5,475,300	5,584,800
Other Operating Income	28,237	8,802	-	684,142	-	-	-	-	-	1,350,000
Debit Proceeds	-	-	-	49,918	47,600	47,600	47,600	47,600	47,600	47,600
Misc- Investment Earnings / Gain on Capital Assets	1,382	2,674	49,918	-	-	-	-	-	-	-
Other- Contributions, Grants	23,304	28,827	-	-	-	-	-	-	-	-
Internal Charges/Transfers	520,000	598,300	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>5,319,988</b>	<b>5,575,887</b>	<b>4,756,699</b>	<b>5,450,841</b>	<b>5,130,800</b>	<b>5,207,000</b>	<b>5,310,200</b>	<b>5,415,500</b>	<b>5,522,900</b>	<b>5,632,400</b>
Personnel	1,356,719	1,244,929	1,379,945	1,345,693	1,363,400	1,404,300	1,448,400	1,489,800	1,534,500	1,580,500
Operating	3,747,571	3,417,201	3,302,600	3,302,600	3,075,700	3,137,200	3,196,900	3,263,900	3,328,200	3,395,800
Capital	67,932	62,046	175,000	844,142	876,300	630,100	368,800	208,000	676,000	2,144,400
Other/Transfers	33,668	520,000	-	-	145,700	145,600	145,600	145,600	145,600	145,600
Budget Amendments	-	-	-	45,545	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>5,205,890</b>	<b>5,244,176</b>	<b>4,857,545</b>	<b>5,537,960</b>	<b>5,481,100</b>	<b>5,317,200</b>	<b>5,160,700</b>	<b>5,105,300</b>	<b>5,685,300</b>	<b>7,120,700</b>
Fund Balance Added/Used	113,968	331,721	(100,846)	(87,139)	(350,300)	(110,200)	149,500	310,200	(162,400)	(198,300)
* Available Fund Balance / Working Capital = Current Assets - Current Liabilities										
Ending Available Balance*	804,342	1,091,556	482,222	1,004,417	674,117	863,917	713,417	1,023,817	861,217	722,917
Ending Fund Balance (15% target)	16%	23%	10%	22%	15%	12%	15%	22%	18%	15%
<b>SOLID WASTE CIP PROJECTS</b>										
RFID Scanner Replacements	114,430	45,550	-	-	-	-	-	26,000	26,000	26,000
Solid Waste Storage Bldg	9,091	-	150,000	150,000	-	-	-	-	-	-
Citywide Facilities Exterior Painting	-	-	-	-	-	-	-	-	-	-
Citywide Roof Replacements	-	-	-	-	-	-	-	-	-	-
Fleet Replacements	-	-	-	-	851,300	630,100	348,800	180,000	600,000	2,118,400
<b>Total CIP</b>	<b>123,521</b>	<b>45,550</b>	<b>150,000</b>	<b>150,000</b>	<b>851,300</b>	<b>630,100</b>	<b>368,800</b>	<b>206,000</b>	<b>676,000</b>	<b>2,144,400</b>

**REVENUE ASSUMPTIONS**  
 Charges for services: Based on programmed rate increases adopted in Ordinance 14-13.  
 Miscellaneous: Based on historical levels  
 Only FY16 vehicles purchased through master leases, all others bought outright

**EXPENDITURE ASSUMPTIONS**  
 Personnel: 3% growth FY 2018 and beyond  
 Operating: 2% growth FY 2018 and beyond  
 Capital: As budgeted each year and per existing Fleet replacement schedule.  
 Other: As budgeted each year. All capital vehicle purchases will be through a master lease.

Revisions since previous version (FY 2017 Proposed):  
 Updated FY 2017 expenses per Tentative Budget.  
 Removed Master Lease in all future years except 2022.

Note: It is the City's intent to review Solid waste's fleet replacement schedule in FY 2022 to avoid the need for a master lease.



## FY 2018 ADOPTED BUDGET SUMMARY

FY 2018 Millage Rate of 4.1345

FUND	BEGINNING FUND BALANCE	REVENUE	EXPENDITURES	END FUND BALANCE	ENDING AVAILABLE FUND BALANCE
<b>GENERAL FUND</b>	5,213,089	27,314,200	28,062,900	4,464,389	\$ 4,563,489
<b>SPECIAL REVENUE FUNDS</b>					
Stadium Fund	137,123	83,478,800	83,450,900	165,023	164,523
Impact Fee Fund	299,706	533,800	521,200	312,306	312,306
Building Fund	222,525	1,200,000	936,400	486,125	486,125
CRA Fund	248,370	840,000	723,500	364,870	364,870
County Gas Tax Fund	302,384	481,700	497,300	286,784	286,784
Penny Fund	6,910,124	4,236,600	7,682,800	3,463,924	3,463,924
FUND	BEGINNING NET POSITION	REVENUE	EXPENSES	END TOTAL NET POSITION	ENDING AVAILABLE NET POSITION
<b>ENTERPRISE FUNDS</b>					
Solid Waste Fund	1,490,060	5,305,500	5,666,800	1,128,760	292,307
Water/Wastewater Fund	33,412,996	19,558,700	19,530,300	33,441,396	25,390,439
Marina Fund	2,442,459	464,600	426,800	2,480,259	733,829
Stormwater Fund	12,100,271	3,720,500	4,484,500	11,336,271	2,066,018
Parking Fund	2,965,100	869,800	2,524,900	1,310,000	1,150,000
<b>INTERNAL SERVICES FUNDS</b>					
Fleet Services Fund	7,590,646	3,022,900	2,975,300	7,638,246	1,168,775
Facilities Maintenance Fund	1,389,836	1,570,700	1,908,500	1,052,036	585,128
Risk Safety Self-Insurance Fund	3,540,873	1,641,800	1,579,100	3,603,573	3,608,352
Health Benefits Self-Insurance Fund	464,040	4,444,300	4,386,500	521,840	526,619
Information Technology Fund	672,351	1,067,400	862,000	877,751	188,263
<b>TOTAL OF ALL FUNDS</b>	\$ 79,401,954	\$ 159,751,300	\$ 166,219,700	\$ 72,933,554	\$ 45,351,752
<i>Less Interfund Transfers</i>	-	(6,453,300)	(6,453,300)	-	-
<b>NET GRAND TOTAL</b>	\$ 79,401,954	\$ 153,298,000	\$ 159,766,400	\$ 72,933,554	\$ 45,351,752

### SCHEDULE OF TRANSFERS

TRANSFER FROM - TO	PURPOSE	AMOUNT
General Fund - Stadium Fund	Operational support	\$ 100,000
CRA Fund - Impact Fee Fund (LDO)	Economic development incentives	66,000
Impact Fee Fund (LDO) - Penny Fund	Repayment of Hammock Park loan	415,200
CRA Fund - General Fund	Special event support	28,400
CRA Fund - Parking Fund	Lease of downtown parking lots	49,000
Penny Fund - Stadium Fund	Stadium/Englebert reconstruction	5,663,000
Solid Waste- Fleet Fund	Repayment of interfund loan	131,700
<b>TOTAL INTERFUND TRANSFERS</b>		\$ 6,453,300

### SCHEDULE OF GRANTS

GRANTOR	DEPARTMENT	FUND	AMOUNT
Pinellas County Bd. of County Comm.	Fire	General	\$ 10,000
State of Florida	Parks & Recreation	Stadium	500,000
Juvenile Welfare Board	Parks & Recreation	General	23,500
Southwest Florida Water Mgmt. District	Public Works	Water/WW	1,082,900
<b>TOTAL GRANTS</b>			\$ 1,616,400



**STADIUM FUND**

	ACTUAL 2015	ACTUAL 2016	BUDGET 2017	ESTIMATED 2017
BEGINNING FUND BALANCE	\$ 118,014	\$ 66,239	\$ 39,175	\$ 93,411
<b>REVENUES</b>				
Property Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses, Permits, Fees	-	-	-	-
Intergovernmental	797,984	624,162	500,000	500,000
Charges for Services	322,045	370,044	321,000	321,000
Fines	-	-	-	-
Miscellaneous	33,653	46,230	32,200	32,200
Debt Proceeds	-	-	-	-
Transfers In	351,859	323,000	167,000	167,000
<b>TOTAL REVENUES</b>	<b>\$ 1,505,541</b>	<b>\$ 1,363,436</b>	<b>\$ 1,020,200</b>	<b>\$ 1,020,200</b>
<b>EXPENDITURES</b>				
Personnel	34,980	21,151	39,000	39,000
Operating	519,588	557,199	467,900	471,388
Non-Recurring Operating	-	-	96,500	50,000
Capital	-	-	-	-
CIP Capital	-	-	-	-
Other	-	-	-	-
Debt Service	1,002,748	757,913	416,100	416,100
Transfers Out	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,557,316</b>	<b>\$ 1,336,264</b>	<b>\$ 1,019,500</b>	<b>\$ 976,488</b>
<b>ESTIMATED UNSPENT EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 66,239</b>	<b>\$ 93,411</b>	<b>\$ 39,875</b>	<b>\$ 137,123</b>
<b>ENDING AVAILABLE FUND BALANCE</b>	<b>\$ 66,239</b>	<b>\$ 89,423</b>	<b>\$ 39,375</b>	<b>\$ 136,623</b>
FB as % of Operating Budget TARGET: 15%	11.9%	15.5%	6.5%	24.4%

**Notes:**

For FY 2019-FY 2023, miscellaneous revenue is programmed to illustrate the funding required to balance the fund each year. The related revenue sources will be further defined as negotiations with the Toronto Blue Jays progress.

	BUDGET 2017	ESTIMATED 2017
<b>CIP and Non-Recurring Operating</b>		
Stadium & Englebert Reconstruction	-	-
<b>CIP Subtotal</b>	-	-
Stadium & Englebert R&M	96,500	50,000
<b>Non-Recurring Operating Subtotal</b>	<b>96,500</b>	<b>50,000</b>
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
<b>TOTAL CIP/NON-RECURRING OPERATING</b>	<b>\$ 96,500</b>	<b>\$ 50,000</b>



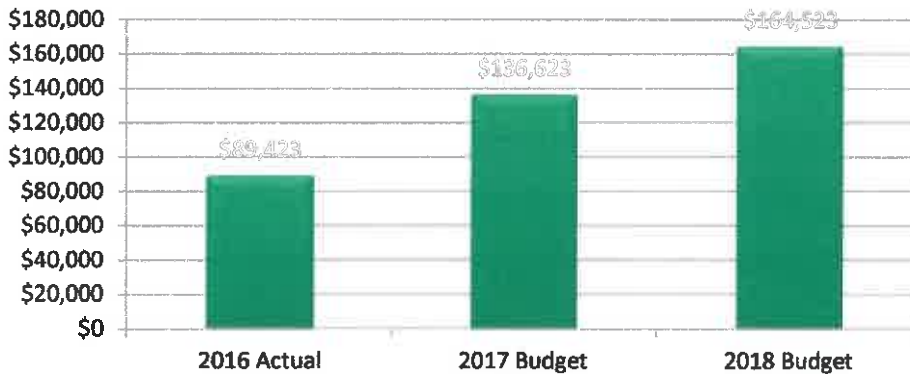
## STADIUM FUND ANALYSIS

The Stadium Fund is a special revenue fund created to account for the receipt and disbursement of funds related to the City's stadium, including operations and debt service.

### AVAILABLE FUND BALANCE

The City anticipates ending FY 2018 with a relatively consistent fund balance, above the target identified by the City's Reserve Policy.

**Ending Available Fund Balance  
Stadium Fund**



### REVENUE

The major change in revenues for FY 2018 will be approximately \$77M in debt proceeds and a \$5.66M transfer in from the Penny Fund for the reconstruction of Florida Auto Exchange Stadium and the Englebert Complex. Negotiations with the Toronto Blue Jays are ongoing at the time of the Adopted Budget's publication.

**Revenue Comparison  
Stadium Fund**





**Department Expenditure Summary**

STADIUM ADMINISTRATION

FUND: STADIUM

EXPENDITURES:	ACTUAL FY 2013	PROJECTED FY 2014	ADOPTED FY 2015	PLANNED FY 2016	PERCENT INC/(DECR) FY 2014, FY 2015
Salaries & Benefits	\$ 31,351	\$ 38,848	\$ 35,873	\$ 35,873	-7.7%
Operating Expenditures/Expenses	380,758	350,132	503,228	619,661	43.7%
Capital Outlay	170,815	-	-	-	0.0%
Debt Service	6,258,042	1,002,735	1,001,642	757,059	-0.1%
Transfers	125,000	125,000	-	-	0.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,965,966</b>	<b>\$ 1,516,715</b>	<b>\$ 1,540,743</b>	<b>\$ 1,412,593</b>	<b>1.6%</b>

**FY 2014 Goals and Objectives Accomplished**

1. Continue to implement Capital Improvements Projects as outlined in the Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.  
Status: All capital projects were completed.
2. Continue to work towards retaining the Toronto Blue Jays in Dunedin for Spring Training/Minor League baseball for an additional 15 to 20 years.  
Status: Staff continues to take all appropriate steps to prepare for negotiations with the Toronto Blue Jays in retaining here in Dunedin for the next 25 to 30 years.

**FY 2015 Goals and Objectives**

1. Continue to implement Capital Improvements Projects as outlined in the Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.
2. Continue to work towards retaining the Toronto Blue Jays in Dunedin for Spring Training/Minor League baseball for an additional 25 to 30 years.

**DEPARTMENT EXPENDITURE SUMMARY BY DIVISION**

	ACTUAL FY 2013	ACTUAL FY 2014	EST FY 2015	BUDGET FY 2016	% CHG
<b>Marina</b>					
Personnel					
Salaries	129,223	131,714	137,658	141,236	3%
Benefits	35,805	36,335	33,286	48,857	47%
Operating	207,066	174,220	135,215	114,193	-16%
Capital	-	-	-	18,660	0%
Other	-	-	-	-	0%
<b>Total</b>	<b>\$ 372,094</b>	<b>\$ 342,269</b>	<b>\$ 306,159</b>	<b>\$ 322,946</b>	<b>5%</b>
<b>Stadium</b>					
Personnel					
Salaries	23,567	23,662	27,234	30,500	12%
Benefits	6,047	5,651	5,751	2,128	-63%
Operating	525,195	298,272	575,500	572,855	0%
Capital	170,815	-	-	-	0%
Other	6,238,605	1,127,750	1,001,642	757,907	-24%
<b>Total</b>	<b>\$ 6,964,229</b>	<b>\$ 1,455,335</b>	<b>\$ 1,610,127</b>	<b>\$ 1,363,390</b>	<b>-15%</b>
<b>TOTAL DEPARTMENT EXPENSES</b>	<b>\$ 13,373,426</b>	<b>\$ 8,895,686</b>	<b>\$ 8,878,239</b>	<b>\$ 9,025,162</b>	<b>2%</b>

**FUNDING SOURCES**

	ACTUAL FY 2013	ACTUAL FY 2014	EST FY 2015	BUDGET FY 2016	% CHG
<b>Administration</b>					
<b>General Fund</b>					
City Funds	489,836	528,396	530,603	565,128	7%
<b>Total General Fund</b>	<b>\$ 489,836</b>	<b>\$ 528,396</b>	<b>\$ 530,603</b>	<b>\$ 565,128</b>	<b>7%</b>
<b>Parks</b>					
<b>General Fund</b>					
User Fees	1,994	-	-	-	0%
Adopt-A-Tree	1,632	3,850	1,200	1,000	-17%
City Funds	1,957,209	2,151,818	2,414,565	2,625,188	9%
<b>Total General Fund</b>	<b>\$ 1,960,835</b>	<b>\$ 2,155,668</b>	<b>\$ 2,415,765</b>	<b>\$ 2,626,188</b>	<b>9%</b>
<b>Penny Fund</b>					
City Funds	\$ -	\$ -	\$ -	\$ 132,000	100%
<b>Total Penny Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 132,000</b>	<b>100%</b>



## STADIUM FUND

### **Departmental Mission Statement**

To serve the residents of Dunedin with professional sports and entertainment and to act as an economic engine for the Downtown Merchants and local businesses.

### **Current Services Summary**

Parks Division Staff provides in-kind maintenance prior to Spring Training each year as required by the License Agreement with the Toronto Blue Jays. Work includes pressure washing, painting and repair and replacement of field lights. Parks staff also provides custodial services during Spring Training games and clean-up services after Spring Training games.

### **Budget Analysis**

The budget is consistent with previous years. We again budgeted for staff to take overtime for Spring Training stadium cleaning instead of comp time due to Parks workload. Professional Services was increased due to hiring consultants to assist with retaining the Blue Jays in Dunedin. This budget also follows the terms and conditions associated with the Blue Jays License Agreement.

### **Budget Highlights, Service Changes and Proposed Efficiencies**

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income to the City for FY 2014 are a percentage of ticket sales, food and beverage concession sales, parking fees, name rights sponsorship fees and an annual License Agreement payment during the Toronto Blue Jays Spring Training Season.

- Blue Jays pay the City a fixed amount of \$125,000 each year.
- City receives 5% of ticket sales for the first 3,800 fans in attendance for each game.
- City receives 15% of ticket sales in excess of 3,800 fans at each game.
- City receives 50 cents per attendee in excess of 3,800 fans per game for concession sharing. (City receives no concession sharing for the first 3,800 fans per game).
- City receives all of the parking lot revenue during Spring Training in the City lots, Library, Hale Senior Activity Center and Curtis Fundamental Elementary School. The Blue Jays receive all parking lot revenue from the Stadium lot.
- City receives \$26,000 in naming rights from Florida Auto Exchange each year.

FY 2014 is the twelfth year of the fifteen-year agreement.

Contributions from the State and Pinellas County are used to pay debt service related to the construction of the Stadium. The agreement with the Blue Jays, and State and County support expire in 2017, while debt service continues through the year 2021.

**DUNEDIN STADIUM FUND SUMMARY**

	FY2012 ACTUAL	AMENDED FY2013 BUDGET	ADOPTED FY2014 BUDGET	PLANNED FY2015 BUDGET	VARIANCE FY14 V. FY15 OVER(UND.)	PERCENT INCR./ (DECR.)
<b>BEGINNING RESERVES</b>	\$ 104,997	\$ 12,011	\$ 67,389	\$ 182,527	\$ 55,378	461%
<b>REVENUES:</b>						
State/County Funding	\$ 500,004	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	0%
Sports Franchise Fees	297,980	297,980	297,980	297,980	-	0%
Charges for Services	328,388	288,215	291,000	291,000	2,785	1%
Interest/Investments	163	-	368	963	368	0%
Miscellaneous Revenue	18,067	-	-	-	-	0%
Transfers	581,308	616,604	508,839	491,319	(107,765)	-17%
<b>TOTAL REVENUES</b>	<b>1,725,910</b>	<b>1,702,799</b>	<b>1,598,187</b>	<b>1,581,262</b>	<b>(104,612)</b>	<b>-6%</b>
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	<b>\$ 1,830,907</b>	<b>\$ 1,714,810</b>	<b>\$ 1,665,576</b>	<b>\$ 1,763,789</b>	<b>\$ (49,234)</b>	<b>-3%</b>
<b>EXPENDITURES:</b>						
Personal Services - Salaries	\$ 29,448	\$ 29,262	\$ 30,851	\$ 30,851	\$ 1,589	5%
Personal Services - Benefits	\$ 7,188	\$ 2,239	\$ 7,997	\$ 7,997	5,758	257%
Operating Expenditures	238,966	221,110	272,466	229,466	51,356	23%
Capital Outlay	240,880	255,000	44,000	184,250	(211,000)	-83%
Debt Service	1,075,184	1,014,810	1,002,735	1,002,735	(12,075)	-1%
Transfers	227,230	125,000	125,000	125,000	-	0%
<b>TOTAL EXPENDITURES</b>	<b>1,818,896</b>	<b>1,647,421</b>	<b>1,483,049</b>	<b>1,580,299</b>	<b>(164,372)</b>	<b>-10%</b>
<b>ENDING RESERVES</b>	<b>12,011</b>	<b>67,389</b>	<b>182,527</b>	<b>183,490</b>	<b>115,138</b>	<b>171%</b>
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	<b>\$ 1,830,907</b>	<b>\$ 1,714,810</b>	<b>\$ 1,665,576</b>	<b>\$ 1,763,789</b>	<b>\$ (49,234)</b>	<b>-3%</b>

111

## STADIUM FUND

Acct. No.	Object Name	FY 2012 Actual	FY 2013 Amended	FY 2014 Adopted	FY 2015 Planned	Change From FY 2013 to FY 2014	Change From FY 2014 to FY 2015
<i>Intergovernmental Revenues</i>							
334.7006	GRANT - FLORIDA	500,004	500,000	500,000	500,000	0	0
337.7001	SPORTS FRANCHISE FEES	297,980	297,980	297,980	297,980	0	0
Intergovernmental Revenues		797,984	797,980	797,980	797,980	0	0
<i>Charges for Services</i>							
347.5103	NAMING RIGHTS	23,091	20,000	26,000	26,000	6,000	0
347.5151	REVENUE-BLUE JAYS	275,546	240,000	240,000	240,000	0	0
347.5933	PARKING FEES	29,751	28,215	25,000	25,000	-3,215	0
Charges for Services		328,388	288,215	291,000	291,000	2,785	0
<i>Miscellaneous Revenue</i>							
361.1000	INTEREST-INVESTMENTS	0	0	368	963	368	595
361.3000	NET INV FMV CHANGE	163	0	0	0	0	0
369.9027	OTHER MISC REVENUE	18,067	0	0	0	0	0
Miscellaneous Revenue		18,230	0	368	963	368	595
<i>Transfers</i>							
381.0101	TRFS FROM 001 GEN FUND	381,308	366,604	508,839	491,319	142,235	-17,520
381.0134	TRANS FROM FUND 334	200,000	250,000	0	0	-250,000	0
Transfers		581,308	616,604	508,839	491,319	-107,765	-17,520
<b>111 STADIUM FUND</b>	<b>TOTAL</b>	<b>1,725,910</b>	<b>1,702,799</b>	<b>1,598,187</b>	<b>1,581,262</b>	<b>-104,612</b>	<b>-16,925</b>

## STADIUM FUND

act. No.	Object Name	FY 2012 Actual	FY 2013 Amended	FY 2014 Adopted	FY 2015 Planned	Change From FY 2013 to FY 2014	Change From FY 2014 to FY 2015	
<i>Personal Services - Salaries</i>								
1301	OTHER SALARIES & WAGES	802	0	1,000	1,000	1,000	0	
1401	OVERTIME	28,646	29,262	29,851	29,851	589	0	
Personal Services - Salaries		29,448	29,262	30,851	30,851	1,589	0	
<i>Personal Services - Benefits</i>								
2100	FICA TAXES	2,201	2,239	2,360	2,360	121	0	
2201	RETIREMENT CONTRIBUTIONS	1,756	0	1,700	1,700	1,700	0	
2310	LIFE & HEALTH INSURANCE	3,231	0	3,937	3,937	3,937	0	
Personal Services - Benefits		7,188	2,239	7,997	7,997	5,758	0	
<i>Operating Expenditures/Expenses</i>								
3110	PROFESSIONAL SERVICES	185	100	43,500	3,500	43,400	-40,000	
3405	OTHER CONTRACTUAL SERV	22,378	25,124	29,424	26,424	4,300	-3,000	
3422	WASTE	1,348	3,352	3,352	3,352	0	0	
4110	COMMUNICATIONS SERVICES	1,008	1,008	1,008	1,008	0	0	
4130	POSTAGE, FREIGHT, SHIPPING	27	0	0	0	0	0	
4580	ISF-INSURANCE	154,553	154,553	154,553	154,553	0	0	
4610	REPAIR & MAINTENANCE SRVC	2,516	10,000	10,000	10,000	0	0	
4710	PRINTING & BINDING	0	0	1,000	1,000	1,000	0	
4810	PROMOTIONAL ACTIVITIES	565	2,700	2,500	2,500	-200	0	
4919	OTHER TAXES	46,606	17,073	18,129	18,129	1,056	0	
5210	OPERATING SUPPLIES	6,276	4,824	6,000	6,000	1,176	0	
5219	CUSTODIAL SUPPLIES	3,109	2,376	3,000	3,000	624	0	
5230	UNCAPITALIZED EQUIPMENT	395	0	0	0	0	0	
Operating Expenditures/Expenses		238,966	221,110	272,466	229,466	51,356	-43,000	
<i>Capital Outlay</i>								
3405	OTHER CONTRACTUAL SERV	599	0	0	0	0	0	
4610	REPAIR & MAINTENANCE SRVC	161,076	255,000	44,000	184,250	-211,000	140,250	
6201	BLDG-EXTERIOR	79,205	0	0	0	0	0	
Capital Outlay		240,880	255,000	44,000	184,250	-211,000	140,250	
<i>Debt Service</i>								
7101	PRINCIPAL	777,895	822,526	944,637	957,652	122,111	13,015	
7201	INTEREST EXP	297,289	192,284	58,098	45,083	-134,186	-13,015	
Debt Service		1,075,184	1,014,810	1,002,735	1,002,735	-12,075	0	
<i>Other Uses</i>								
9101	TFR TO 001 FUND (GENERAL)	227,230	125,000	125,000	125,000	0	0	
Other Uses		227,230	125,000	125,000	125,000	0	0	
<b>STADIUM FUND</b>		<b>TOTAL</b>	<b>1,818,896</b>	<b>1,647,421</b>	<b>1,483,049</b>	<b>1,580,299</b>	<b>-164,372</b>	<b>97,250</b>

# Stadium Fund

Project Number	Project Description	Planning Years										Project Total
		FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019			
Revenue Account Description												
	Transfer from the Penny Fund	\$ 200,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	\$ 1,950,000
	Fund Balance	50,728										
	Total Funding	\$ 250,728	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	\$ 1,950,000
Project Description												
480901	Stadium Small Grand Stand Capital Projects	8,212	26,680	27,189	28,800	30,478	115,118	200,070	193,262			629,808
481201	Handrail Replacement	111,725	25,890	54,377	57,600							249,591
481203	Stadium Seat Replacement	41,596	101,383									142,979
481301	ADA Lift Replacement		21,344									21,344
481302	Gas Water Heater Replacement		32,016									32,016
481303	Englebert Building Sealing		16,008	17,178	19,570	21,171	20,256	21,035	23,903			139,122
481304	Englebert Building Renovations	15,599	26,680	27,189	28,800	30,478	28,610	28,895	32,834			219,084
481401	Stadium Parking Lot			50,362								50,362
481402	Englebert Roof Replacement			73,706								73,146
481501	Englebert Restrooms											215,535
481502	Englebert Parking											73,146
481503	Englebert Air Conditioning											93,782
481701	North Fence Replacement	27,339										27,339
481205	Emergency Englebert Roof Repairs						28,610					28,610
481206	Stadium Roof Repairs	46,257										46,257
	Account Total	\$ 250,728	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	\$ 2,000,728
	Funding Over/(Under)	\$ -	(0)	(0)	(0)	(0)	0	(0)	(0)	(0)	(0)	

# STADIUM

I STADIUM FUND										
-801 STADIUM ADMINISTRATION										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Personal Services - Salaries</i>										
1301	OTHER SALARIES & WAGES	3,108	3,202	2,990	3,498	3,498	0	0	-3,498	0
1401	OVERTIME	16,880	10,258	13,697	15,819	15,819	29,262	20,267	13,443	-8,995
Personal Services - Salaries Total		19,988	13,460	16,687	19,317	19,317	29,262	20,267	9,945	-8,995
<i>Personal Services - Benefits</i>										
2100	FICA TAXES	1,482	847	1,245	1,530	1,530	2,239	1,550	709	-689
2201	RETIREMENT CONTRIBUTIONS	1,714	976	1,350	1,800	1,800	0	0	-1,800	0
2310	LIFE & HEALTH INSURANCE	2,920	1,146	2,500	2,500	2,500	0	0	-2,500	0
Personal Services - Benefits Total		6,116	2,969	5,095	5,830	5,830	2,239	1,550	-3,591	-689
<i>Operating Expenditures/Expenses</i>										
3130	MEDICAL	60	60	0	0	0	0	0	0	0
3405	OTHER CONTRACTUAL SERV	9,448	16,480	18,023	18,000	24,000	19,924	19,924	-4,076	0
3422	WASTE	2,880	3,352	3,027	3,352	3,352	3,352	3,352	0	0
4110	COMMUNICATION SERVICE	3,433	2,282	1,443	1,008	1,008	1,008	1,008	0	0
4130	POSTAGE,FREIGHT,SHIPPING	0	51	0	0	0	0	0	0	0
4580	ISF-INSURANCE	0	171,725	154,553	154,553	154,553	154,553	162,281	0	7,728
4610	REPAIR & MAINTENANCE SRVC	0	1,532	10,738	10,000	9,605	10,000	10,000	395	0
4810	PROMOTIONAL ACTIVITIES	0	3,507	0	8,000	2,000	8,000	8,000	6,000	0
4919	OTHER TAXES	18,530	20,090	18,129	18,129	18,129	17,073	17,073	-1,056	0
5210	OPERATING SUPPLIES	408	1,543	5,393	6,100	6,100	7,200	7,200	1,100	0
5230	UNCAPITALIZED EQUIPMENT	0	0	650	0	395	0	0	-395	0
Operating Expenditures/Expenses Total		34,759	220,622	211,956	219,142	219,142	221,110	228,838	1,968	7,728
<i>Other Uses</i>										
9101	TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0
Other Uses Total		125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0
STADIUM ADMINISTRATION Total		185,863	362,051	358,738	369,289	369,289	377,611	375,655	8,322	-1,956

III STADIUM FUND										
-845 OPERATIONS										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014

# STADIUM

111 STADIUM FUND											
4845 OPERATIONS											
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014	
<i>Operating Expenditures/Expenses</i>											
3110	PROFESSIONAL SERVICES	54	0	0	0	0	0	0	0	0	
3405	OTHER CONTRACTUAL SERV	5,094	0	0	0	0	0	0	0	0	
3422	WASTE	2,880	0	0	0	0	0	0	0	0	
4580	ISF-INSURANCE	152,964	0	0	0	0	0	0	0	0	
4610	REPAIR & MAINTENANCE SRVC	20	0	0	0	0	0	0	0	0	
5210	OPERATING SUPPLIES	2,585	0	975	0	0	0	0	0	0	
Operating Expenditures/Expenses Total		163,597	0	975	0	0	0	0	0	0	
OPERATIONS Total		163,597	0	975	0	0	0	0	0	0	

111 STADIUM FUND											
4846 STADIUM BLUE JAYS DEBT											
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014	
<i>Operating Expenditures/Expenses</i>											
3110	PROFESSIONAL SERVICES	0	0	5,000	0	0	0	0	0	0	
3405	OTHER CONTRACTUAL SERV	7,550	0	0	0	0	0	0	0	0	
4130	POSTAGE,FREIGHT,SHIPPING	12	0	0	0	0	0	0	0	0	
4810	PROMOTIONAL ACTIVITIES	3,664	0	0	0	0	0	0	0	0	
5210	OPERATING SUPPLIES	301	0	0	0	0	0	0	0	0	
Operating Expenditures/Expenses Total		11,527	0	5,000	0	0	0	0	0	0	
<i>Debt Service</i>											
7101	PRINCIPAL	15,526	16,302	139,368	0	0	0	0	0	0	
7201	INTEREST EXP	8,560	7,784	3,895	0	0	0	0	0	0	
Debt Service Total		24,086	24,086	143,263	0	0	0	0	0	0	
STADIUM BLUE JAYS DEBT Total		35,613	24,086	148,263	0	0	0	0	0	0	

111 STADIUM FUND											
4847 STADIUM MAINTENANCE											
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014	

# STADIUM

**111 STADIUM FUND**  
**4847 STADIUM MAINTENANCE**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4610	REPAIR & MAINTENANCE SRVC	2,848	0	253	0	0	0	0	0	0
5230	UNCAPITALIZED EQUIPMENT	420	0	320	0	0	0	0	0	0
Operating Expenditures/Expenses Total		3,268	0	573	0	0	0	0	0	0
<i>Debt Service</i>										
7101	PRINCIPAL	658,419	695,982	735,762	777,897	777,897	822,526	869,805	44,629	47,279
7201	INTEREST EXP	416,766	379,203	339,422	297,291	297,291	252,662	205,382	-44,629	-47,280
Debt Service Total		1,075,185	1,075,185	1,075,184	1,075,188	1,075,188	1,075,188	1,075,187	0	-1
STADIUM MAINTENANCE Total		1,078,453	1,075,185	1,075,757	1,075,188	1,075,188	1,075,188	1,075,187	0	-1

**111 STADIUM FUND**  
**4881 STADIUM CIP - REPAIRS**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Capital Outlay</i>										
610	REPAIR & MAINTENANCE SRVC	0	0	0	233,978	166,300	250,000	250,001	83,700	1
Capital Outlay Total		0	0	0	233,978	166,300	250,000	250,001	83,700	1
STADIUM CIP - REPAIRS Total		0	0	0	233,978	166,300	250,000	250,001	83,700	1

**111 STADIUM FUND**  
**4885 STADIUM - CIP**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Capital Outlay</i>										
3405	OTHER CONTRACTUAL SERV	0	0	0	15,599	15,599	0	40,795	-15,599	40,795
6201	BLDG-EXTEIOR	0	0	0	0	73,596	0	189,450	-73,596	189,450
Capital Outlay Total		0	0	0	15,599	89,195	0	230,245	-89,195	230,245
STADIUM - CIP Total		0	0	0	15,599	89,195	0	230,245	-89,195	230,245
<b>111 STADIUM FUND Total</b>		<b>1,463,526</b>	<b>1,461,322</b>	<b>1,583,733</b>	<b>1,694,054</b>	<b>1,699,972</b>	<b>1,702,799</b>	<b>1,931,088</b>	<b>2,827</b>	<b>228,289</b>

**331 STADIUM CAPITAL PROJECT FUND**  
**4847 STADIUM MAINTENANCE**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
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# STADIUM

31 STADIUM CAPITAL PROJECT FUND										
4847 STADIUM MAINTENANCE										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4610	REPAIR & MAINTENANCE SRVC	46,947	8,600	0	0	0	0	0	0	0
Operating Expenditures/Expenses	Total	46,947	8,600	0	0	0	0	0	0	0
<i>Capital Outlay</i>										
6300	IMPRVMTS OTHER THAN BLDG	84,522	84,232	93,905	0	0	0	0	0	0
Capital Outlay	Total	84,522	84,232	93,905	0	0	0	0	0	0
STADIUM MAINTENANCE	Total	131,469	92,832	93,905	0	0	0	0	0	0
331 STADIUM CAPITAL PROJECT FUND	Total	131,469	92,832	93,905	0	0	0	0	0	0

334 ONE CENT SALES TAX FUND										
4800 STADIUM										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Other Uses</i>										
111	TRF TO 111 FUND (STADIUM)	0	75,000	0	250,000	200,000	250,000	250,000	50,000	0
9131	TRF TO 331 STADIUM CIP	145,000	0	95,000	0	0	0	0	0	0
Other Uses	Total	145,000	75,000	95,000	250,000	200,000	250,000	250,000	50,000	0
STADIUM	Total	145,000	75,000	95,000	250,000	200,000	250,000	250,000	50,000	0
334 ONE CENT SALES TAX FUND	Total	145,000	75,000	95,000	250,000	200,000	250,000	250,000	50,000	0

552 SELF-INSURANCE FUND										
4845 OPERATIONS										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4520	INS - CLAIMS PAID	1,642	164	4,211	0	0	0	0	0	0
Operating Expenditures/Expenses	Total	1,642	164	4,211	0	0	0	0	0	0
OPERATIONS	Total	1,642	164	4,211	0	0	0	0	0	0

552 SELF-INSURANCE FUND										
4847 STADIUM MAINTENANCE										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014

# STADIUM

2 SELF-INSURANCE FUND										
4847 STADIUM MAINTENANCE										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4610	REPAIR & MAINTENANCE SRVC	0	0	24,000	0	0	0	0	0	0
	Operating Expenditures/Expenses Total	0	0	24,000	0	0	0	0	0	0
	STADIUM MAINTENANCE Total	0	0	24,000	0	0	0	0	0	0
552	SELF-INSURANCE FUND	1,642	164	28,211	0	0	0	0	0	0
	STADIUM Total	1,741,637	1,629,318	1,800,849	1,944,054	1,899,972	1,952,799	2,181,088	52,827	228,289



# STADIUM

111

STADIUM FUND

STADIUM ADMINISTRATION

Dr.	Line Item Budget	Actual	Actual	Adopted	Amended	Adopted	Change	% Change	
	Acct No.	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012	
	Account Name								
<i>Personal Services - Salaries</i>									
	111-4801-575.13-01	OTHER SALARIES & WAGES	3,108	3,202	4,000	4,000	3,498	-502	-12.55%
	111-4801-575.14-01	OVERTIME	16,880	10,258	16,000	16,000	15,819	-181	-1.13%
	<b>Total</b>	<b>Personal Services - Salaries</b>	<b>19,988</b>	<b>13,460</b>	<b>20,000</b>	<b>20,000</b>	<b>19,317</b>	<b>-683</b>	<b>-3.42%</b>
<i>Personal Services - Benefits</i>									
	111-4801-575.21-00	FICA TAXES	1,482	847	1,530	1,530	1,530	0	0.00%
	111-4801-575.22-01	RETIREMENT CONTRIBUTIONS	1,714	976	1,800	1,800	1,800	0	0.00%
	111-4801-575.23-10	LIFE & HEALTH INSURANCE	2,920	1,146	2,500	2,500	2,500	0	0.00%
	<b>Total</b>	<b>Personal Services - Benefits</b>	<b>6,116</b>	<b>2,969</b>	<b>5,830</b>	<b>5,830</b>	<b>5,830</b>	<b>0</b>	<b>0.00%</b>
<i>Operating Expenditures/Expenses</i>									
	111-4801-575.31-30	MEDICAL	60	60	0	0	0	0	0.00%
	111-4801-575.34-05	OTHER CONTRACTUAL SERV	9,448	16,480	18,300	18,153	18,000	-153	-0.84%
	111-4801-575.34-22	WASTE	2,880	3,352	0	0	3,352	3,352	0.00%
	111-4801-575.41-10	COMMUNICATION SERVICE	3,433	2,282	0	0	1,008	1,008	0.00%
	111-4801-575.41-30	POSTAGE,FREIGHT,SHIPPING	0	51	0	0	0	0	0.00%
	111-4801-575.45-80	ISF-INSURANCE	0	171,725	154,553	154,553	154,553	0	0.00%
	111-4801-575.46-10	REPAIR & MAINTENANCE SRVC	0	1,532	10,000	10,000	10,000	0	0.00%
	111-4801-575.48-10	PROMOTIONAL ACTIVITIES	0	3,507	8,000	6,000	8,000	2,000	33.33%
	111-4801-575.49-19	OTHER TAXES	18,530	20,090	20,090	20,090	18,129	-1,961	-9.76%
	111-4801-575.52-10	OPERATING SUPPLIES	408	1,543	3,500	5,647	6,100	453	8.02%
	<b>Total</b>	<b>Operating Expenditures/Expenses</b>	<b>34,759</b>	<b>220,622</b>	<b>214,443</b>	<b>214,443</b>	<b>219,142</b>	<b>4,699</b>	<b>2.19%</b>
<i>Other Uses</i>									
	111-4801-581.91-01	TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	0	0.00%
	111-4801-581.91-31	TRF TO 331 STADIUM CIP	0	0	0	0	0	0	0.00%
	<b>Total</b>	<b>Other Uses</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>0</b>	<b>0.00%</b>
	<b>Total</b>	<b>STADIUM ADMINISTRATION</b>	<b>185,863</b>	<b>362,051</b>	<b>365,273</b>	<b>365,273</b>	<b>369,289</b>	<b>4,016</b>	<b>1.10%</b>



**STADIUM**

111

STADIUM FUND

**OPERATIONS**

Line Item Budget	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Account Name	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>							
11-4845-575.31-10 PROFESSIONAL SERVICES	54	0	0	0	0	0	0.00%
11-4845-575.34-05 OTHER CONTRACTUAL SERV	5,094	0	0	0	0	0	0.00%
11-4845-575.34-22 WASTE	2,880	0	0	0	0	0	0.00%
11-4845-575.41-30 POSTAGE,FREIGHT,SHIPPING	0	0	0	0	0	0	0.00%
11-4845-575.45-80 ISF-INSURANCE	152,964	0	0	0	0	0	0.00%
11-4845-575.46-10 REPAIR & MAINTENANCE SRVC	20	0	0	0	0	0	0.00%
11-4845-572.48-10 PROMOTIONAL ACTIVITIES	0	0	0	0	0	0	0.00%
11-4845-575.49-10 OTHER CURRENT CHARGES	0	0	0	0	0	0	0.00%
11-4845-575.52-10 OPERATING SUPPLIES	2,585	0	0	0	0	0	0.00%
11-4845-575.52-30 UNCAPITALIZED EQUIPMENT	0	0	0	0	0	0	0.00%
11-4845-575.54-10 BOOKS, PUBS, SUBSCRIPTION	0	0	0	0	0	0	0.00%
<b>Total Operating Expenditures/Expenses</b>	<b>163,597</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<b>Total OPERATIONS</b>	<b>163,597</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>



# STADIUM

111

## STADIUM FUND

### STADIUM BLUE JAYS DEBT

iv.	Line Item Budget		Actual	Actual	Adopted	Amended	Adopted	Change	% Change
	Acct No.	Account Name	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>									
11-4846-517.31-10		PROFESSIONAL SERVICES	0	0	0	10,000	0	-10,000	-100.00%
11-4846-575.34-05		OTHER CONTRACTUAL SERV	7,550	0	0	0	0	0	0.00%
11-4846-575.41-30		POSTAGE,FREIGHT,SHIPPING	12	0	0	0	0	0	0.00%
11-4846-575.46-10		REPAIR & MAINTENANCE SRVC	0	0	0	0	0	0	0.00%
11-4846-575.48-10		PROMOTIONAL ACTIVITIES	3,664	0	0	0	0	0	0.00%
11-4846-575.52-10		OPERATING SUPPLIES	301	0	0	0	0	0	0.00%
Total Operating Expenditures/Expenses			11,527	0	0	10,000	0	-10,000	-100.00%
<i>Debt Service</i>									
11-4846-517.71-01		PRINCIPAL	15,526	16,302	17,118	158,223	0	-158,223	-100.00%
11-4846-517.72-01		INTEREST EXP	8,560	7,784	6,969	10,864	0	-10,864	-100.00%
Total Debt Service			24,086	24,086	24,087	169,087	0	-169,087	-100.00%
Total STADIUM BLUE JAYS DEBT			35,613	24,086	24,087	179,087	0	-179,087	-100.00%



# STADIUM

111

## STADIUM FUND

### STADIUM MAINTENANCE

D. Line Item Budget		Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Acct No.	Account Name	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>								
111-4847-575.44-10	RENT/LEASE-EQUIPEMENT	0	0	0	0	0	0	0.00%
111-4847-575.46-10	REPAIR & MAINTENANCE SRVC	2,848	0	0	0	0	0	0.00%
111-4847-575.52-10	OPERATING SUPPLIES	0	0	0	0	0	0	0.00%
111-4847-575.52-30	UNCAPITALIZED EQUIPMENT	420	0	0	0	0	0	0.00%
Total Operating Expenditures/Expenses		3,268	0	0	0	0	0	0.00%
<i>Debt Service</i>								
111-4847-517.71-01	PRINCIPAL	658,419	695,982	735,762	735,762	777,897	42,135	5.73%
111-4847-517.72-01	INTEREST EXP	416,766	379,203	179,423	179,423	297,291	117,868	65.69%
Total Debt Service		1,075,185	1,075,185	915,185	915,185	1,075,188	160,003	17.48%
Total STADIUM MAINTENANCE		1,078,453	1,075,185	915,185	915,185	1,075,188	160,003	17.48%



*Departmental Mission and Statement and Operational Summary*

To serve the residents of Dunedin with professional sports and entertainment and to act as an economic engine for the Downtown Merchants and local businesses.

*Department Resource Summary*

	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Adopted 2011	Amended 2011	Adopted 2012	Change FY 2011 to 2012	% Change FY 2011 to 2012
<i>Sources</i>									
INTERGOVERNMENTAL REVENUE	797,984	797,984	797,984	797,984	797,984	797,984	797,980	(4)	0.00%
CHARGES FOR SERVICES	199,126	339,143	276,367	251,573	250,000	250,000	276,000	26,000	10.40%
MISCELLANEOUS REVENUE	11,792	42	583	(691)	-	-	-	-	0.00%
OTHER NON-OPERATING SOURCES	299,203	299,203	313,203	359,203	299,203	394,203	381,308	(12,895)	-3.27%
Total Revenues	1,308,105	1,436,372	1,388,137	1,408,069	1,347,187	1,442,187	1,455,288	13,101	8.02%
Use of Reserves	174,409	124,778	75,389	53,253	-	17,358	-	-	-
Total Funding Sources	1,482,514	1,561,150	1,463,526	1,461,322	1,347,187	1,459,545	1,455,288	108,101	8.02%
<i>Uses</i>									
PERSONAL SERVICES (SALARIES)	-	-	19,988	13,460	20,000	20,000	19,317	(683)	-3.42%
PERSONAL SERVICES (BENEFITS)	-	-	6,116	2,969	5,830	5,830	5,830	-	0.00%
OPERATING EXPENDITURES	187,244	246,879	213,151	220,622	214,443	224,443	219,142	(5,301)	-2.36%
DEBT SERVICE	1,099,239	1,099,270	1,099,271	1,099,271	939,272	1,084,272	1,075,188	(9,084)	-0.84%
GRANTS AND AIDS	-	-	-	-	-	-	-	-	0.00%
OTHER USES	196,000	215,000	125,000	125,000	125,000	125,000	125,000	-	0.00%
Total Expenditures	1,482,483	1,561,149	1,463,526	1,461,322	1,304,545	1,459,545	1,444,477	(15,068)	-1.03%
Addition to Reserves	-	-	-	-	42,642	-	10,811	-	0.00%
Total Uses	1,482,483	1,561,149	1,463,526	1,461,322	1,347,187	1,459,545	1,455,288	(4,257)	-0.29%

Note: Revenue Estimates include an additional \$2,785 of estimated revenue not included in the originally adopted budget. Estimates will be amended on first amendment for FY 2012.

*Estimated Changes in Reserves*

*Stadium Fund Reserves*

Description	Changes
October 1, 2010 Reserve	\$ (8,088)
FY 2011 Reserve Addition/(Use)*	25,286
Estimated September 30, 2011 Reserve	\$ 17,198
FY 2012 Adopted Addition/(Use)	8,449
Estimated September 30, 2012 Reserve	\$ 25,647

During the close of FY 2011, the projected reserve level will be closely monitored. If, after closing the projected reserves are negative, a budget amendment will be recommended to balance the fund.

\*Includes Budget Amendments To-Date in FY 2011 and Estimates

*Budget Highlights, Service Changes and Proposed Efficiencies*

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The sources of income to the City for FY 2012 are a percentage of ticket sales, food and beverage concession sales, parking fees and an annual License Agreement payment during the Toronto Blue Jays Spring Training Season.

FY 2012 is the tenth year of the fifteen-year agreement.



### *urrent Services Summary*

Parks Division Staff provides in-kind maintenance prior to Spring Training each year as required by the License Agreement with the Toronto Blue Jays. Work includes pressure washing and painting. Parks Staff also provides custodial services during Spring Training games and clean-up services after Spring Training games.

### *Budget Analysis*

The budget is consistent with previous years and follows the terms and conditions of the Blue Jays License Agreement.

### *FY 2012 Goals and Objectives*

1. Continue to implement Capital Improvements Projects as outlined in the Six-Year Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.

### *FY 2011 Goals and Objectives Update*

1. Pursue and secure a new Naming Rights sponsor for the stadium through the work of the Stadium Advisory Committee, local media, letters, brochures, phone calls and personal visits.

Status: Stadium Naming Rights Sponsorship was accomplished. The new name of the stadium is Florida Auto Exchange Stadium.

2. Implement Capital Improvement Projects as outlined in the Six-Year Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.

Status: Stadium grandstand improvements, air conditioning replacement, plumbing and kitchen upgrades have been completed.

### *Linkages to the Capital Program*

During the term of the License Agreement with the Toronto Blue Jays, the City shall maintain a fund for the purpose of capital replacement expenditures. The City will be responsible for all capital replacement costs in respect to the stadium and Englebert Complex.

### *Related Revenue*

Grant Florida - State Grant \$500,004

Sports Franchise Fees - State Grant \$297,980

Naming Rights - Sponsorship with Florida Auto Exchange \$26,000

Revenues - Blue Jays \$225,000

- Percentage of ticket sales and percentage of concession sales - \$100,000
- Payment to the City per License Agreement - \$125,000
- Parking Fees - Parking revenues generated during Spring Training in City lots \$25,000
- Transfer from General Fund \$381,308





**STADIUM FUND**

111

801 STADIUM ADMINISTRATION

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Personal Services - Salaries		0	0	19,988	13,460	20,000	20,000	19,317	-683	-3.42%
Personal Services - Benefits		0	0	6,116	2,969	5,830	5,830	5,830	0	0.00%
Operating Expenditures/Expenses		21,627	30,637	34,759	220,622	214,443	214,443	219,142	4,699	2.19%
Other Uses		196,000	215,000	125,000	125,000	125,000	125,000	125,000	0	0.00%
<b>Total STADIUM ADMINISTRATION</b>		<b>217,627</b>	<b>245,637</b>	<b>185,863</b>	<b>362,051</b>	<b>365,273</b>	<b>365,273</b>	<b>369,289</b>	<b>4,016</b>	<b>1.10%</b>

845 OPERATIONS

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Operating Expenditures/Expenses		142,381	200,543	163,597	0	0	0	0	0	0.00%
<b>Total OPERATIONS</b>		<b>142,381</b>	<b>200,543</b>	<b>163,597</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>

846 STADIUM BLUE JAYS DEBT

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Operating Expenditures/Expenses		179	11,989	11,527	0	0	10,000	0	-10,000	-100.00%
Debt Service		24,085	24,085	24,086	24,086	24,087	169,087	0	-169,087	-100.00%
<b>Total STADIUM BLUE JAYS DEBT</b>		<b>24,264</b>	<b>36,074</b>	<b>35,613</b>	<b>24,086</b>	<b>24,087</b>	<b>179,087</b>	<b>0</b>	<b>-179,087</b>	<b>-100.00%</b>

847 STADIUM MAINTENANCE

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Operating Expenditures/Expenses		23,057	3,710	3,268	0	0	0	0	0	0.00%
Debt Service		1,075,154	1,075,185	1,075,185	1,075,185	915,185	915,185	1,075,188	160,003	17.48%
<b>Total STADIUM MAINTENANCE</b>		<b>1,098,211</b>	<b>1,078,895</b>	<b>1,078,453</b>	<b>1,075,185</b>	<b>915,185</b>	<b>915,185</b>	<b>1,075,188</b>	<b>160,003</b>	<b>17.48%</b>
<b>Total STADIUM FUND</b>		<b>1,482,483</b>	<b>1,561,149</b>	<b>1,463,526</b>	<b>1,461,322</b>	<b>1,304,545</b>	<b>1,459,545</b>	<b>1,444,477</b>	<b>-15,068</b>	<b>-1.03%</b>



# STADIUM FUND

111

Account Name	Actual FY 2007	Actual FY 2008	Actual FY 2009	Actual FY 2010	Adopted FY 2011	Amended FY 2011	Adopted FY 2012	Change FY 2011 to 2012	% Change FY 2011 to 2012
<b>Personal Services - Salaries</b>									
01 OTHER SALARIES & WAGES	0	0	3,108	3,202	4,000	4,000	3,498	-502	-12.55%
01 OVERTIME	0	0	16,880	10,258	16,000	16,000	15,819	-181	-1.13%
<b>Total Personal Services - Salaries</b>	<b>0</b>	<b>0</b>	<b>19,988</b>	<b>13,460</b>	<b>20,000</b>	<b>20,000</b>	<b>19,317</b>	<b>-683</b>	<b>-3.42%</b>
<b>Personal Services - Benefits</b>									
100 FICA TAXES	0	0	1,482	847	1,530	1,530	1,530	0	0.00%
201 RETIREMENT CONTRIBUTIONS	0	0	1,714	976	1,800	1,800	1,800	0	0.00%
310 LIFE & HEALTH INSURANCE	0	0	2,920	1,146	2,500	2,500	2,500	0	0.00%
<b>Total Personal Services - Benefits</b>	<b>0</b>	<b>0</b>	<b>6,116</b>	<b>2,969</b>	<b>5,830</b>	<b>5,830</b>	<b>5,830</b>	<b>0</b>	<b>0.00%</b>
<b>Operating Expenditures/Expenses</b>									
110 PROFESSIONAL SERVICES	0	0	54	0	0	10,000	0	-10,000	-100.00%
130 MEDICAL	0	0	60	60	0	0	0	0	0.00%
405 OTHER CONTRACTUAL SERV	0	11,360	22,092	16,480	18,300	18,153	18,000	-153	-0.84%
422 WASTE	0	2,912	5,760	3,352	0	0	3,352	3,352	0.00%
110 COMMUNICATION SERVICE	2,700	2,742	3,433	2,282	0	0	1,008	1,008	0.00%
130 POSTAGE,FREIGHT,SHIPPING	11	79	12	51	0	0	0	0	0.00%
410 RENT/LEASE-EQUIPMENT	1,883	0	0	0	0	0	0	0	0.00%
580 ISF-INSURANCE	126,039	182,745	152,964	171,725	154,553	154,553	154,553	0	0.00%
610 REPAIR & MAINTENANCE SRVC	21,071	5,948	2,868	1,532	10,000	10,000	10,000	0	0.00%
810 PROMOTIONAL ACTIVITIES	12,272	9,960	3,664	3,507	8,000	6,000	8,000	2,000	33.33%
910 OTHER CURRENT CHARGES	0	5,272	0	0	0	0	0	0	0.00%
OTHER TAXES	12,567	18,864	18,530	20,090	20,090	20,090	18,129	-1,961	-9.76%
OPERATING SUPPLIES	9,541	6,997	3,294	1,543	3,500	5,647	6,100	453	8.02%
123 UNCAPITALIZED EQUIPMENT	160	0	420	0	0	0	0	0	0.00%
1410 BOOKS, PUBS, SUBSCRIPTION	1,000	0	0	0	0	0	0	0	0.00%
<b>Total Operating Expenditures/Expenses</b>	<b>187,244</b>	<b>246,879</b>	<b>213,151</b>	<b>220,622</b>	<b>214,443</b>	<b>224,443</b>	<b>219,142</b>	<b>-5,301</b>	<b>-2.36%</b>
<b>Debt Service</b>									
7101 PRINCIPAL	603,495	637,732	673,945	712,284	752,880	893,985	777,897	-116,088	-12.99%
7201 INTEREST EXP	495,744	461,538	425,326	386,987	186,392	190,287	297,291	107,004	56.23%
<b>Total Debt Service</b>	<b>1,099,239</b>	<b>1,099,270</b>	<b>1,099,271</b>	<b>1,099,271</b>	<b>939,272</b>	<b>1,084,272</b>	<b>1,075,188</b>	<b>-9,084</b>	<b>-0.84%</b>
<b>Other Uses</b>									
9101 TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0.00%
9131 TRF TO 331 STADIUM CIP	71,000	90,000	0	0	0	0	0	0	0.00%
<b>Total Other Uses</b>	<b>196,000</b>	<b>215,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>0</b>	<b>0.00%</b>
<b>Total STADIUM FUND</b>	<b>1,482,483</b>	<b>1,561,149</b>	<b>1,463,526</b>	<b>1,461,322</b>	<b>1,304,545</b>	<b>1,459,545</b>	<b>1,444,477</b>	<b>-15,068</b>	<b>-1.03%</b>



**STADIUM**

111

**STADIUM FUND**

01 STADIUM ADMINISTRATION		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Division Line Item Budget	Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Personal Services - Salaries</i>										
1301	OTHER SALARIES & WAGES	0	0	3,108	3,202	4,000	4,000	3,498	-502	-12.55%
1401	OVERTIME	0	0	16,880	10,258	16,000	16,000	15,819	-181	-1.13%
<b>Total Personal Services - Salaries</b>		<b>0</b>	<b>0</b>	<b>19,988</b>	<b>13,460</b>	<b>20,000</b>	<b>20,000</b>	<b>19,317</b>	<b>-683</b>	<b>-3.42%</b>
<i>Personal Services - Benefits</i>										
2100	FICA TAXES	0	0	1,482	847	1,530	1,530	1,530	0	0.00%
2201	RETIREMENT CONTRIBUTIONS	0	0	1,714	976	1,800	1,800	1,800	0	0.00%
2310	LIFE & HEALTH INSURANCE	0	0	2,920	1,146	2,500	2,500	2,500	0	0.00%
<b>Total Personal Services - Benefits</b>		<b>0</b>	<b>0</b>	<b>6,116</b>	<b>2,969</b>	<b>5,830</b>	<b>5,830</b>	<b>5,830</b>	<b>0</b>	<b>0.00%</b>
<i>Operating Expenditures/Expenses</i>										
3130	MEDICAL	0	0	60	60	0	0	0	0	0.00%
3405	OTHER CONTRACTUAL SERV	0	8,760	9,448	16,480	18,300	18,153	18,000	-153	-0.84%
3422	WASTE	0	0	2,880	3,352	0	0	3,352	3,352	0.00%
4110	COMMUNICATION SERVICE	2,700	2,742	3,433	2,282	0	0	1,008	1,008	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	0	30	0	51	0	0	0	0	0.00%
4580	ISF-INSURANCE	0	0	0	171,725	154,553	154,553	154,553	0	0.00%
4610	REPAIR & MAINTENANCE SRVC	0	0	0	1,532	10,000	10,000	10,000	0	0.00%
4810	PROMOTIONAL ACTIVITIES	0	0	0	3,507	8,000	6,000	8,000	2,000	33.33%
4919	OTHER TAXES	12,567	18,864	18,530	20,090	20,090	20,090	18,129	-1,961	-9.76%
5210	OPERATING SUPPLIES	6,360	241	408	1,543	3,500	5,647	6,100	453	8.02%
<b>Total Operating Expenditures/Expenses</b>		<b>21,627</b>	<b>30,637</b>	<b>34,759</b>	<b>220,622</b>	<b>214,443</b>	<b>214,443</b>	<b>219,142</b>	<b>4,699</b>	<b>2.19%</b>
<i>Other Uses</i>										
9101	TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0.00%
9131	TRF TO 331 STADIUM CIP	71,000	90,000	0	0	0	0	0	0	0.00%
<b>Total Other Uses</b>		<b>196,000</b>	<b>215,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>0</b>	<b>0.00%</b>
<b>Total STADIUM ADMINISTRATION</b>		<b>217,627</b>	<b>245,637</b>	<b>185,863</b>	<b>362,051</b>	<b>365,273</b>	<b>365,273</b>	<b>369,289</b>	<b>4,016</b>	<b>1.10%</b>



**STADIUM**

111

**STADIUM FUND**

94. OPERATIONS		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Division Line Item Budget	Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>										
3110	PROFESSIONAL SERVICES	0	0	54	0	0	0	0	0	0.00%
3405	OTHER CONTRACTUAL SERV	0	0	5,094	0	0	0	0	0	0.00%
3422	WASTE	0	2,912	2,880	0	0	0	0	0	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	11	25	0	0	0	0	0	0	0.00%
4580	ISF-INSURANCE	126,039	182,745	152,964	0	0	0	0	0	0.00%
4610	REPAIR & MAINTENANCE SRVC	27	2,238	20	0	0	0	0	0	0.00%
4810	PROMOTIONAL ACTIVITIES	12,272	1,370	0	0	0	0	0	0	0.00%
4910	OTHER CURRENT CHARGES	0	5,272	0	0	0	0	0	0	0.00%
5210	OPERATING SUPPLIES	2,872	5,981	2,585	0	0	0	0	0	0.00%
5230	UNCAPITALIZED EQUIPMENT	160	0	0	0	0	0	0	0	0.00%
5410	BOOKS, PUBS, SUBSCRIPTION	1,000	0	0	0	0	0	0	0	0.00%
Total	Operating Expenditures/Expenses	142,381	200,543	163,597	0	0	0	0	0	0.00%
Total	OPERATIONS	142,381	200,543	163,597	0	0	0	0	0	0.00%



**STADIUM**

111

STADIUM FUND

946 STADIUM BLUE JAYS DEBT		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Division Line Item Budget	Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>										
3110	PROFESSIONAL SERVICES	0	0	0	0	0	10,000	0	-10,000	-100.00%
3405	OTHER CONTRACTUAL SERV	0	2,600	7,550	0	0	0	0	0	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	0	24	12	0	0	0	0	0	0.00%
4610	REPAIR & MAINTENANCE SRVC	179	0	0	0	0	0	0	0	0.00%
4810	PROMOTIONAL ACTIVITIES	0	8,590	3,664	0	0	0	0	0	0.00%
5210	OPERATING SUPPLIES	0	775	301	0	0	0	0	0	0.00%
Total	Operating Expenditures/Expenses	179	11,989	11,527	0	0	10,000	0	-10,000	-100.00%
<i>Debt Service</i>										
7101	PRINCIPAL	14,082	14,786	15,526	16,302	17,118	158,223	0	-158,223	-100.00%
7201	INTEREST EXP	10,003	9,299	8,560	7,784	6,969	10,864	0	-10,864	-100.00%
Total	Debt Service	24,085	24,085	24,086	24,086	24,087	169,087	0	-169,087	-100.00%
Total	STADIUM BLUE JAYS DEBT	24,264	36,074	35,613	24,086	24,087	179,087	0	-179,087	-100.00%



**STADIUM**

111 STADIUM FUND

184. STADIUM MAINTENANCE

Division Line Item Budget	Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Acct No. Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>									
4410 RENT/LEASE-EQUIPEMENT	1,883	0	0	0	0	0	0	0	0.00%
4610 REPAIR & MAINTENANCE SRVC	20,865	3,710	2,848	0	0	0	0	0	0.00%
5210 OPERATING SUPPLIES	309	0	0	0	0	0	0	0	0.00%
5230 UNCAPITALIZED EQUIPMENT	0	0	420	0	0	0	0	0	0.00%
<b>Total Operating Expenditures/Expenses</b>	<b>23,057</b>	<b>3,710</b>	<b>3,268</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<i>Debt Service</i>									
7101 PRINCIPAL	589,413	622,946	658,419	695,982	735,762	735,762	777,897	42,135	5.73%
7201 INTEREST EXP	485,741	452,239	416,766	379,203	179,423	179,423	297,291	117,868	65.69%
<b>Total Debt Service</b>	<b>1,075,154</b>	<b>1,075,185</b>	<b>1,075,185</b>	<b>1,075,185</b>	<b>915,185</b>	<b>915,185</b>	<b>1,075,188</b>	<b>160,003</b>	<b>17.48%</b>
<b>Total STADIUM MAINTENANCE</b>	<b>1,098,211</b>	<b>1,078,895</b>	<b>1,078,453</b>	<b>1,075,185</b>	<b>915,185</b>	<b>915,185</b>	<b>1,075,188</b>	<b>160,003</b>	<b>17.48%</b>

# Department of Parks & Recreation - Stadium

## Fund Summary

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2011 are ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

FY 2011 is the ninth year of the fifteen year agreement.

## Mission

To serve the residents of Dunedin with another form of sports and entertainment and to act as an economic engine for local businesses.

## Departmental Resource Summary

	Actual 2007	Actual 2008	Actual 2009	Adopted 2010	Proposed 2011	Change 2010 to 2011	% Change 2010 to 2011
<b>Sources</b>							
INTERGOVERNMENTAL REVENUE	\$ 797,984	797,984	797,984	797,984	797,984	-	0.00%
CHARGES FOR SERVICES	199,125	339,143	276,367	300,000	250,000	(50,000)	-16.67%
MISCELLANBOUS REVENUE	11,792	3,540	583	-	-	-	0.00%
OTHER SOURCES	299,203	299,203	313,203	359,203	299,203	(60,000)	-16.70%
Total Revenues	\$ 1,308,104	1,439,869	1,388,137	1,457,187	1,347,187	(110,000)	-7.55%
Use of Reserves	174,380	121,281	75,390	-	-	-	-
Total Funding Sources	\$ 1,482,484	1,561,150	1,463,527	1,457,187	1,347,187	(110,000)	-7.55%
<b>Uses</b>							
PERSONAL SERVICES (SALARIES)	\$ -	-	19,988	18,000	20,000	2,000	11.11%
PERSONAL SERVICES (BENEFITS)	-	-	6,116	-	5,830	5,830	0.00%
OPERATING EXPENSES	187,244	246,880	213,153	211,525	214,443	2,918	1.38%
DEBT SERVICE	1,099,240	1,099,270	1,099,270	1,099,272	939,272	(160,000)	-14.56%
OTHER USES	196,000	215,000	125,000	125,000	125,000	-	0.00%
Total Expenses	\$ 1,482,484	1,561,150	1,463,527	1,453,797	1,304,545	(149,252)	-10.27%
Addition to Reserves	-	-	-	3,390	42,642	-	-
Total Uses	\$ 1,482,484	1,561,150	1,463,527	1,457,187	1,347,187	(110,000)	-7.55%

## Estimated Changes in Reserves

Description	Changes
October 1, 2009 Reserve	\$ 2,813
FY 2010 Reserve Addition/(Use)*	3,390
Estimated September 30, 2010 Reserve	\$ 6,203
FY 2011 Proposed Addition/(Use)	42,642
Estimated September 30, 2011 Reserve	\$ 48,845

\*Reflects the proposed mid-year budget adjustment.

The FY 2011 budget is planned to add an additional \$42,642 to the Stadium Fund Reserves.

## Budget Highlights and Analysis

- The budget is consistent with previous years and follows the terms and conditions of the Blue Jays Agreement. Overtime was increased slightly to meet the demands of the City's support of the Blue Jays.

- Total estimated expenditures are decreasing by 10.27 percent or \$149,252 from Adopted FY 2010. This increase is largely due to a reduction in interest cost for debt service.

- Total revenue is anticipated to reduce by \$110,000 during FY 2011. This is due to the reduction of naming rights revenue of \$50,000 and a reduction in transfers



# Department of Parks & Recreation - Stadium

## FY 2011 Goals and Objectives

- Pursue securing of a Naming Rights sponsor.
- Implement FY 2011 Capital Improvement Projects as outlined in the Six-Year Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.

## FY 2010 Goals and Objectives Update

- Secure a new Naming Rights sponsor.
  - ✓ Currently pursuing a naming rights sponsor through work of the Stadium Advisor Committee, local media, letters, brochures, phone calls and personal visits.
- Research concert and event opportunities for Dunedin Stadium:
  - ✓ Local concert promoters have been contacted to discuss the feasibility and interest of providing activities other than baseball. At this point, there has been little interest.

## Stadium Fund Revenue Line Item

Account	Description	Actual 2007	Actual 2008	Actual 2009	Adopted 2010	Adopted 2011	Change 2010 to 2011	%Change 2011 to 2010
<b>Intergovernmental Revenue</b>								
7006	GRANT - FLORIDA	\$ 500,004	500,004	500,004	500,004	500,004	-	0.00%
7001	SPORTS FRANCHISE FEES	297,980	297,980	297,980	297,980	297,980	-	0.00%
	Total Intergovernmental Revenue	\$ 797,984	797,984	797,984	797,984	797,984	-	0.00%
<b>Charges for Services</b>								
5101	BLUE JAY CONCESSION	2,444	3,215	-	-	-	-	0.00%
5103	NAMING RIGHTS	80,000	90,000	-	50,000	-	(50,000)	-100.00%
5151	REVENUE-BLUE JAYS	96,180	223,832	246,876	225,000	225,000	-	0.00%
5933	PARKING FEES	20,502	22,096	29,491	25,000	25,000	-	0.00%
	Total Charges for Services	\$ 199,125	339,143	276,367	300,000	250,000	(50,000)	-16.67%
<b>Miscellaneous Revenue</b>								
1000	INTEREST EARNINGS	\$ 11,598	3,498	546	-	-	-	0.00%
3000	NET INVESTMENT FMV CHANGE	163	-	-	-	-	-	0.00%
9027	OTHER MISC REVENUE	30	33	37	-	-	-	0.00%
9900	OTHER MISCELLANEOUS REVENUE	1	9	-	-	-	-	0.00%
	Total Miscellaneous Revenue	\$ 11,792	3,540	583	-	-	-	0.00%
<b>Other Sources</b>								
0101	TRANS FROM FUND 001	299,203	299,203	313,203	299,203	299,203	-	0.00%
0152	TRANS FROM FUND 552	-	-	-	60,000	-	(60,000)	-100.00%
	Total Other Sources	\$ 299,203	299,203	313,203	359,203	299,203	(60,000)	-16.70%
	<b>Fund Total</b>	\$ 1,308,104	1,439,869	1,388,137	1,457,187	1,347,187	(110,000)	-7.55%

Note: Accrual entries have been eliminated for budget purposes.



# Department of Parks & Recreation - Stadium

## Stadium Fund Expenditure Line Item

Account	Description	Actual 2007	Actual 2008	Actual 2009	Adopted 2010	Adopted 2011	Change 2010 to 2011	%Change 2011 to 2010
<b>Salaries</b>								
1301	OTHER WAGES AND SALARIES	\$ -	-	3,108	3,000	4,000	1,000	33.33%
1401	OVERTIME	-	-	16,880	15,000	16,000	1,000	6.67%
	Total Personal Services (Salaries)	\$ -	-	19,988	18,000	20,000	2,000	11.11%
<b>Personal Services (Benefits)</b>								
2100	FICA	\$ -	-	1,482	-	1,530	1,530	0.00%
2201	RETIREMENT CONTRIBUTIONS	-	-	1,714	-	1,800	1,800	0.00%
2310	LIFE & HEALTH INSURANCE	-	-	2,920	-	2,500	2,500	0.00%
	Total Personal Services (Benefits)	\$ -	-	6,116	-	5,830	5,830	0.00%
	Total Personal Services	\$ -	-	26,104	18,000	25,830	7,830	43.50%
<b>Operating Expenses</b>								
3110	PROFESSIONAL SERVICES	\$ -	-	54	-	-	-	0.00%
3130	SUBSTANCE ABUSE	-	-	60	-	-	-	0.00%
3405	OTHER CONTRACTUAL SERV	-	11,360	22,092	18,300	18,300	-	0.00%
3422	IDB SOLID WASTE	-	2,912	5,761	-	-	-	0.00%
4110	COMMUNICATION SERVICE	2,700	2,742	3,433	-	-	-	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	11	79	12	-	-	-	0.00%
4410	RENT/LEASE-EQUIPMENT	1,883	-	-	-	-	-	0.00%
4580	ISF-INSURANCE	126,039	182,745	152,964	171,725	154,553	(17,172)	-10.00%
4610	R&M SERVICES	21,071	5,948	2,868	10,000	10,000	-	0.00%
4810	PROMOTIONAL ACTIVITIES	12,272	9,960	3,664	8,000	8,000	-	0.00%
4910	OTHER CURRENT CHARGES	-	5,272	-	-	-	-	0.00%
4919	OTHER TAXES	12,567	18,864	18,530	-	-	-	0.00%
5210	OPERATING SUPPLIES	9,542	6,997	3,295	3,500	20,090	20,090	0.00%
5230	UNCAPITALIZED EQUIPMENT	160	-	420	-	3,500	-	0.00%
5410	BOOKS, PUBS, SUBSCR, MEMB	1,000	-	-	-	-	-	0.00%
	Total Operating Expenses	\$ 187,244	246,880	213,153	211,525	214,443	2,918	1.38%
	Total Expenses	\$ 187,244	246,880	239,257	229,525	240,273	10,748	4.68%
<b>Debt Service</b>								
7101	PRINCIPAL	\$ 603,496	637,732	673,944	674,721	752,880	78,159	11.58%
7201	INTEREST EXP	495,744	461,538	425,326	424,551	186,392	(238,159)	-56.10%
	Total Debt Service	\$ 1,099,240	1,099,270	1,099,270	1,099,272	939,272	(160,000)	-14.56%
<b>Other Uses</b>								
9101	TFR TO 001 FUND (GENERAL)	\$ 125,000	125,000	125,000	125,000	125,000	-	0.00%
9131	TRF TO 331 FUND	71,000	90,000	-	-	-	-	0.00%
	Total Other Uses	\$ 196,000	215,000	125,000	125,000	125,000	-	0.00%
	Total Non Operating Expenses	\$ 1,295,240	1,314,270	1,224,270	1,224,272	1,064,272	(160,000)	-13.07%
	<b>Fund Total</b>	\$ 1,482,484	1,561,150	1,463,527	1,453,797	1,304,545	(149,252)	-10.27%

Note: Accrual entries have been eliminated for budget purposes.

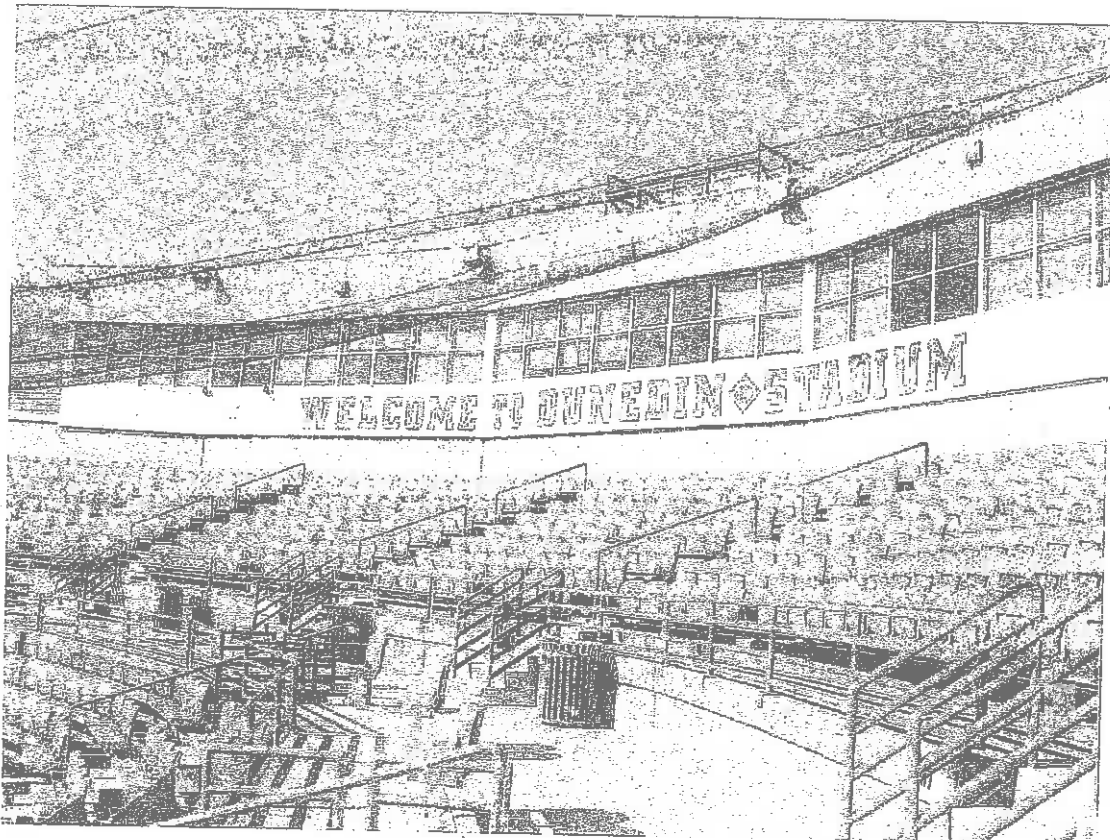


## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2010 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the sixth year under the new fifteen-year agreement.



**DUNEDIN STADIUM FUND SUMMARY**

						VARIANCE	
	FY2008	ADOPTED	REVISED	PROPOSED	ADOPTED	ADOPTED	PERCENT
	ACTUAL	FY2009	FY2009	FY2010	FY2010	OVER(UND.)	INCR./
	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	REVISED	(DECR.)
<b>BEGINNING RESERVES</b>	197,819	76,540	78,203	3,846	3,846	(74,357)	-95%
<b>Subtotal</b>	197,819	76,540	78,203	3,846	3,846	(74,357)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	797,984	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	223,832	100,000	100,000	100,000	100,000	-	0%
Parking Concession	25,311	25,000	25,000	25,000	25,000	-	0%
Stadium Gen. Projects	-	-	-	-	-	-	0%
Transfer from General Fund	299,203	299,203	299,203	299,203	299,203	-	0%
Transfer from Self Insurance Fund	-	-	-	60,000	60,000	60,000	
Transfer from Debt Service Fund	-	-	-	-	-	-	0%
Naming Rights	90,000	-	-	50,000	50,000	50,000	100%
Use Agreement with Blue Jays	-	125,000	125,000	125,000	125,000	-	100%
<b>Subtotal</b>	1,436,330	1,347,187	1,347,187	1,457,187	1,457,187	110,000	8%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	3,498	-	-	-	-	-	0%
Other Miscellaneous	42	-	-	-	-	-	0%
<b>Subtotal</b>	3,540	-	-	-	-	-	0%
<b>TOTAL REVENUES</b>	1,439,870	1,347,187	1,347,187	1,457,187	1,457,187	110,000	8%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,637,689	1,423,727	1,425,390	1,461,033	1,461,033	35,643	3%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
St Operations	270,964	199,357	199,357	229,525	229,525	30,168	15%
<b>Subtotal</b>	270,964	199,357	199,357	229,525	229,525	30,168	15%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000	-	0%
Transfer to Parks & Rec CIP Fund	90,000	-	-	-	-	-	0%
Debt Service Payment	1,075,185	1,097,187	1,097,187	1,099,272	1,099,272	2,085	0%
<b>Subtotal</b>	1,290,185	1,222,187	1,222,187	1,224,272	1,224,272	2,085	0%
<b>TOTAL EXPENDITURES</b>	1,561,149	1,421,544	1,421,544	1,453,797	1,453,797	32,253	2%
<b>ENDING RESERVES</b>	76,540	2,183	3,846	7,236	7,236	3,390	88%
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	1,637,689	1,423,727	1,425,390	1,461,033	1,461,033	35,643	3%



DEPT: PARKS AND RECREATION

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2008	ADOPTED FY2009	REVISED FY2009	PROPOSED FY2010	ADOPTED FY2010	PERCENT INC/(DECR) REVISED FY2009
Salaries	-	-	-	-	-	0%
Benefits	-	-	-	-	-	0%
Operating Expenses	246,879	199,357	199,357	229,525	229,525	15%
Operating Capital/Debt Serv.	-	-	-	-	-	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>246,879</b>	<b>199,357</b>	<b>199,357</b>	<b>229,525</b>	<b>229,525</b>	<b>15%</b>

**BUDGET HIGHLIGHTS**

The Budget is consistent with previous years and follows the terms of the Toronto Blue Jays Agreement.

**PROGRESS MADE TOWARD FY 2009 GOALS AND OBJECTIVES**

**GOAL**

**STATUS**

1. Secure a new Naming Rights sponsor.	Currently pursuing and in discussion with potential sponsors.
2. Continue to research concert and event opportunities for Dunedin Stadium.	The department is in the process of contacting local event promoters to discuss the feasibility and interest in the stadium location for events.

**FY 2010 GOALS AND OBJECTIVES**

1. Secure a new Naming Rights sponsor.
2. Continue to research concert and event opportunities for Dunedin Stadium.



## FY 2010 Adopted Budget

Dept./Div.: DUNEDIN STADIUM - ADMINISTRATION 4801

ACCT.#	DESCRIPTION	FY 2008 ACTUAL ADMIN	ADOPTED FY 2009 BUDGET ADMIN	REVISED FY 2009 BUDGET ADMIN	ADOPTED FY 2010 BUDGET ADMIN (4801)	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
	<b>SALARIES</b>						
1201	Regular Salaries	-	-	-	-	-	0%
1301	Other Salaries	-	-	-	3,000	3,000	10%
1401	Overtime	-	-	-	15,000	15,000	100%
	<b>SALARIES TOTAL</b>	-	-	-	18,000	18,000	0%
	<b>BENEFITS</b>						
2100	FICA	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
	<b>BENEFITS TOTAL</b>	-	-	-	-	-	0%
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	14,272	17,000	17,000	18,300	1,300	8%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	2,742	3,063	3,063	-	(3,063)	-100%
4120	Radios	-	-	-	-	-	0%
4130	Postage	79	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	0%
4420	Rentals & Leases - Building	-	2,580	2,580	-	(2,580)	-100%
4580	Insurance	182,745	152,964	152,964	171,725	18,761	12%
4610	Repair & Maintenance Services	5,948	-	-	10,000	10,000	100%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	9,960	8,000	8,000	8,000	-	0%
4910	Other Current Charges	24,136	12,000	12,000	-	(12,000)	-100%
110	Office Supplies	-	-	-	-	-	0%
210	Operating Supplies	6,997	3,000	3,000	3,500	500	17%
5230	Uncapitalized Equipment	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	750	750	-	(750)	-100%
	<b>OPERATING EXPENSES TOTAL</b>	246,879	199,357	199,357	211,525	12,168	6%
	<b>TOTAL BUDGET</b>	<b>246,879</b>	<b>199,357</b>	<b>199,357</b>	<b>229,525</b>	<b>30,168</b>	<b>15%</b>



CAPITAL BUDGET PROJECTIONS FOR FY 2009

Project Number	Dept./ Division	Name of Project	Total Est. Project Cost	FY 2007 ACTUAL	ADOPTED FY 2008 BUDGET	REVISED FY 2008 BUDGET	FY 2009 BUDGET
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**STADIUM CAPITAL PROJECT FUND**

REVENUES:

Carry-Over Funds: (1)							2,527
Transfer from operations (p. 154)			71,000		75,000	75,000	
Transfer from One Cent							145,000
Total Revenues/Carry-Over Funds:							<u>147,527</u>

EXPENDITURES:

480801	PKS	STADIUM RESTROOMS Account # 331-4847-575-6201 Repair	75,000	1,525	75,000	75,425	
480802	PW/ENG	STADIUM SEAT REPLACEMENT Account # 331-4847-575-6300 Seat Replacement	138,334			138,334	
480108	PKS	ROOF REPAIR/ENGLEBERT Account # 331-4847-575-4610 Repair		93,928			25,000
480107	PKS	STADIUM CAPITAL REPLACEMENT Account # 331-4847-575-6401 Refrigerator and accessories		32,592			
480901	PW/ENG	KNOLOGY GRANDSTAND IMPROVEMENTS Account # 331-4847-575-6300 Steps, walkways, handrails & roof repairs	205,000				45,000
480902	PW/ENG	KNOLOGY AIR CONDITIONING REPLCMNT Account # 331-4847-575-6300 Replacement of AC units throughout Stadium					15,000
480903	PW/ENG	KNOLOGY ELECTRICAL Account # 331-4847-575-6300 Ground wiring replacement					40,000
480904	PW/ENG	KNOLOGY PARKING LOT DRAINAGE Account # 331-4847-575-6300 Repair low areas of parking lot					20,000
Total Expenses:				<u>128,045</u>	<u>75,000</u>	<u>213,759</u>	<u>145,000</u>
Unobligated Reserves:							2,527
% of Total Projects:							<u>2%</u>
Total Expenditures/Reserves:							<u>147,527</u>

(1) Carry-Over Funds reduced \$124,087 per FY 2008 Mid-Year Adjustment.



## CAPITAL BUDGET PROJECTIONS FOR FY 2010

Project No.	Sector	Dept./Division	Name of Project	Total Est. Project Cost	FY 2008 ACTUAL	ADOPTED	REVISED	ADOPTED
						FY 2009 BUDGET	FY 2009 BUDGET	FY 2010 BUDGET
<b>STADIUM CAPITAL PROJECT FUND</b>								
<b>REVENUES:</b>								
			Carry-Over Funds: (1)			2,527	46,589	48,589
			Transfer from operations (p.247)			-	-	-
			Transfer from One Cent (p.275)			145,000	145,000	75,000
			Total Revenues/Carry-Over Funds:			<u>147,527</u>	<u>191,589</u>	<u>123,589</u>
<b>EXPENDITURES:</b>								
480801	PKS		STADIUM RESTROOMS	75,000	33,900	-	-	-
			Account # 331-4847-575-6201					
			Repair					
480802	PW/ENG		STADIUM SEAT REPLACEMENT	138,334	138,333	-	-	-
			Account # 331-4847-575-6300					
			Seat Replacement					
480108	PKS		ROOF REPAIR/ENGLEBERT			25,000	25,000	-
			Account # 331-4847-575-4610					
			Repair					
480107	PKS		STADIUM CAPITAL REPLACEMENT					
			Account # 331-4847-575-6401					
			Refrigerator and accessories					
480901	PKS		ENGLEBERT BUILDING RENOVATIONS		15,000	-	-	15,000
			Account# 331-4847-575-6300					
			Reseal split face block					
480902	PKS		ENGLEBERT ELECTRICAL REPAIRS		25,000	-	-	25,000
			Account# 331-4847-575-6300					
			Electrical Repairs					
480901	PW/ENG		DUNEDIN STADIUM GRANDSTAND IMPROVE	205,000	-	45,000	45,000	45,000
			Account # 331-4847-575-6300					
			Steps, walkways, handrails & roof repairs					
480902	PW/ENG		DUNEDIN STADIUM AC REPLCMNT	-	-	15,000	15,000	15,000
			Account # 331-4847-575-6300					
			Replacement of AC units throughout Stadium					
480903	PW/ENG		DUNEDIN STADIUM ELECTRICAL	-	-	40,000	40,000	-
			Account # 331-4847-575-6300					
			Ground wiring replacement					
480904	PW/ENG		DUNEDIN STADIUM PRKNG LOT DRAINAGE			20,000	20,000	20,000
			Account # 331-4847-575-6300					
			Repair low areas of parking lot					
			Total Expenses:		<u>212,233</u>	<u>145,000</u>	<u>145,000</u>	<u>120,000</u>
			Unobligated Reserves:			2,527	46,589	3,589
			% of Total Projects:			2%	32%	3%
			Total Expenditures/Reserves:		<u>147,527</u>	<u>191,589</u>	<u>123,589</u>	

\*\* Carry-Over Funds increased \$44,062 per FY 2009 Mid-Year Adjustment.

Stadium Capital Project Fund

Project Number Funding Sources	Project Name	Unappropriated Planning Years												
		Revised FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017 - 2021	FY 2022 - 2026	FY 2027 - 2031			
	Carry-Over Funds	\$ 60,581									90,000		378,364	
	Transfer From the Penny Fund	75,000	95,000	155,000	105,000	55,000	40,000	5,000						
	Transfer From the General Fund	135,581	130,000	155,000	189,659	55,000	40,000	95,000					378,364	
	Total Funding Sources	\$ 371,162	\$ 315,000	\$ 305,000	\$ 394,659	\$ 110,000	\$ 80,000	\$ 100,000	\$ 45,000	\$ 55,000	\$ 95,000	\$ 10,000	\$ 378,364	\$ 378,364
Uses	Dunedin Stadium Grandstand Improvements	45,000	45,000	55,000	15,000	15,000								
480901	Dunedin Stadium Air Conditioning Replacement	15,000	7,000	15,000	15,000									
480902	Stadium Parking Lot Drainage	20,000	30,000	40,000	30,000	10,000	10,000							
480904	Dunedin Stadium Kitchen Upgrade		10,000	10,000	10,000	15,000								
481101	Dunedin Stadium Plumbing	15,000	10,000	15,000	15,000									
481102	Englebert Building Renovations	25,000			30,000		10,000							
480901	Englebert Electrical Repairs				10,000									
480902	Englebert Air Conditioning		15,000	10,000	10,000									
480902	Dunedin Stadium Fencing													
481103	Dunedin Stadium Enclosure	3,240			30,000									
481001	Dunedin Stadium Paint/Seal Coat				30,000									
New	Dunedin Stadium Roof Repairs				20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
New	Dunedin Stadium Roof Repairs				20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
New	Englebert Fencing													
	Total Capital Improvement Fund	\$ 123,240	\$ 107,000	\$ 175,000	\$ 205,000	\$ 55,000	\$ 40,000	\$ 85,000	\$ 10,000	\$ 55,000	\$ 40,000	\$ 10,000	\$ 378,364	\$ 378,364
	Annual Funding Over/(Under) Uses	\$ 12,341	\$ 23,000	\$ (20,000)	\$ (15,341)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 388,364	\$ 388,364
	Reserve	\$ 12,341	\$ 35,341	\$ 15,341	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -



Adopted FY 2012 Operating and Capital Improvement Budget  
**Stadium Capital Projects Fund**

Fund III

Project Number	Project Name	Funding to Date																				
		FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018 - 2022	FY 2023 - 2027	FY 2028 - 2032											
<b>Funding Sources</b>																						
381.01-01	Transfer From the General Fund	35,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	349,041	
381.01-34	Transfer From the Penny Fund	95,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	302,691
389.99-99	Previous Year Funding - Reserves	42,580	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Total Funding Sources</b>	<b>172,580</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>349,041</b>
<b>Uses</b>																						
480901	Dunedin Stadium Grandstand Maintenance	85,606	51,996	26,045	26,325	28,313	57,865	52,885	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425
480902	Dunedin Stadium Air Conditioning Replacement	7,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
480904	Stadium Parking Lot Drainage	-	-	-	-	-	46,308	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481101	Dunedin Stadium Kitchen Upgrade	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481102	Dunedin Stadium Plumbing	6,510	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481202	Englebert Building Renovations	-	15,599	15,627	15,795	16,988	17,366	15,866	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731
Planning	Englebert Air Conditioning	-	-	26,045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481201	Dunedin Stadium Handrails	15,000	129,988	26,045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481001	Dunedin Stadium Roof Repairs	3,240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Dunedin Stadium Roof Repairs	-	-	26,045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Englebert Fencing	-	-	20,836	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Reconstruction Englebert Building Roof	-	-	-	189,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Dunedin Stadium Grandstand Roof Replacement	-	41,596	93,762	-	192,525	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481203	Stadium Seat Replacement - South Stands	-	10,399	10,418	10,590	11,325	11,577	10,377	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885
481204	Stadium/Englebert Ballfield Lighting Replacement	-	249,577	244,823	242,190	249,150	133,136	79,328	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041
	<b>Total Uses</b>	<b>147,356</b>	<b>249,577</b>	<b>244,823</b>	<b>242,190</b>	<b>249,150</b>	<b>133,136</b>	<b>79,328</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>	<b>349,041</b>
	<b>Annual Funding Over/(Under) Uses</b>	<b>25,224</b>	<b>423</b>	<b>5,177</b>	<b>7,810</b>	<b>850</b>	<b>116,865</b>	<b>170,673</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
	<b>Balance</b>	<b>25,224</b>	<b>25,647</b>	<b>30,824</b>	<b>38,634</b>	<b>39,484</b>	<b>156,349</b>	<b>327,021</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

DUNEDIN STADIUM FUND SUMMARY

	FY2007 ACTUAL	ADOPTED FY2008 BUDGET	REVISED FY2008 BUDGET	PROPOSED FY2009 BUDGET	ADOPTED FY2009 BUDGET	VARIANCE	PERCENT
						ADOPTED OVER(UND.) REVISED	INCR./ (DECR.)
<b>BEGINNING RESERVES</b>	376,307	178,121	199,484	76,540	76,540	(122,944)	-62%
<b>Subtotal</b>	376,307	178,121	199,484	76,540	76,540	(122,944)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	797,984	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	96,180	82,500	82,500	100,000	100,000	17,500	21%
Parking Concession	20,502	22,650	22,650	25,000	25,000	2,350	10%
Stadium Gen. Projects	-	-	-	-	-	-	0%
Transfer from General Fund	299,203	299,203	299,203	299,203	299,203	-	0%
Transfer from Debt Service Fund	-	-	-	-	-	-	0%
Naming Rights	80,000	90,000	90,000	-	-	(90,000)	-100%
Use Agreement with Blue Jays	-	125,000	125,000	125,000	125,000	-	100%
<b>Subtotal</b>	1,293,869	1,417,337	1,417,337	1,347,187	1,347,187	(70,150)	-5%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	11,761	-	-	-	-	-	0%
Other Miscellaneous	31	-	-	-	-	-	0%
<b>Subtotal</b>	11,792	-	-	-	-	-	0%
<b>TOTAL REVENUES</b>	1,305,661	1,417,337	1,417,337	1,347,187	1,347,187	(70,150)	-5%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,681,968	1,595,458	1,616,821	1,423,727	1,423,727	(193,094)	-12%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Stadium Operations	21,627	13,385	13,385	11,863	11,863	(1,522)	-11%
Stadium Operations	165,438	200,709	215,709	173,494	173,494	(42,215)	-20%
General projects	179	14,000	14,000	14,000	14,000	-	0%
Stadium Maintenance	-	-	-	-	-	-	0%
<b>Subtotal</b>	187,244	228,094	243,094	199,357	199,357	(43,737)	-18%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000	-	0%
Transfer to Stadium Capital Fund	71,000	75,000	75,000	-	-	(75,000)	-100%
Debt Service Payment	1,099,240	1,097,187	1,097,187	1,097,187	1,097,187	-	0%
<b>Subtotal</b>	1,295,240	1,297,187	1,297,187	1,222,187	1,222,187	(75,000)	-6%
<b>TOTAL EXPENDITURES</b>	1,482,484	1,525,281	1,540,281	1,421,544	1,421,544	(118,737)	-8%
<b>ENDING RESERVES</b>	199,484	70,177	76,540	2,183	2,183	(74,357)	-97%
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	1,681,968	1,595,458	1,616,821	1,423,727	1,423,727	(193,094)	-12%



DEPT: PARKS AND RECREATION

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2007	ADOPTED FY2008	REVISED FY2008	PROPOSED FY2009	ADOPTED FY2009	PERCENT INC/(DECR) REVISED FY2008
Salaries	-	-	-	-	-	0%
Benefits	-	-	-	-	-	0%
Operating Expenses	187,244	228,094	243,094	199,357	199,357	-18%
Operating Capital/Debt Serv.	1,295,240	1,297,187	1,297,187	1,222,187	1,222,187	-6%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>1,482,484</b>	<b>1,525,281</b>	<b>1,540,281</b>	<b>1,421,544</b>	<b>1,421,544</b>	<b>-8%</b>

Budget Detail on Page 288

**BUDGET HIGHLIGHTS**

The Budget is consistent with previous years and follows the terms of the Toronto Blue Jays Agreement.

**PROGRESS MADE TOWARD FY 2008 GOALS AND OBJECTIVES**

GOAL	STATUS
1. Complete cost estimate for 10-year CIP program.	The Engineering Department has completed a cost analysis for the Ten Year CIP program for the Stadium and Englebert Complex.
2. Work with the Toronto Blue Jays and Knology to promote non-baseball events at the stadium.	Volunteer Coordinator has been assigned to assist with special events and to research appropriate events for the Stadium.

**FY 2009 GOALS AND OBJECTIVES**

1. Secure a new Naming Rights sponsor.
2. Continue to research concert and event opportunities for Dunedin Stadium.



## FY 2009 Adopted Budget

Dept./Div.: DUNEDIN STADIUM - 4801, 4845, 4846, 4847

ACCT#	DESCRIPTION	FY 2007 ACTUAL STADIUM	ADOPTED FY 2008 BUDGET STADIUM	REVISED FY 2008 BUDGET STADIUM	ADOPTED FY 2009 ADMIN DIVISION (4801)	ADOPTED FY 2009 OPERATIONS DIVISION (4845)	ADOPTED FY 2009 STADIUM DIVISION (4846)
	<b>SALARIES</b>						
1201	Regular	-	-	-	-	-	-
1301	Other (Temporary)	-	-	-	-	-	-
1401	Overtime	-	-	-	-	-	-
	<b>SALARIES TOTAL</b>						
	<b>BENEFITS</b>						
2100	FICA	-	-	-	-	-	-
2201	Retirement	-	-	-	-	-	-
2310	Life/Health Insurance	-	-	-	-	-	-
2480	Workers Compensation	-	-	-	-	-	-
	<b>BENEFITS TOTAL</b>						
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	-	-	-	-	-	-
3405	Other Contractual Service	-	17,000	17,000	9,000	3,000	5,000
3481	Building Maintenance Contracts	-	-	-	-	-	-
4010	Training & Education	-	-	-	-	-	-
4110	Telephones	2,700	2,019	2,019	2,863	200	-
4120	Radios	-	-	-	-	-	-
4130	Postage	11	-	-	-	-	-
4310	Electricity	-	-	-	-	-	-
4330	Utilities	-	-	-	-	-	-
4410	Rentals & Leases	-	-	-	-	-	-
4420	Rentals & Leases - Building	1,883	2,580	2,580	-	2,580	-
4580	Insurance	126,039	182,745	182,745	-	152,964	-
4610	Repair & Maintenance Services	21,071	-	-	-	-	-
4710	Printing & Binding	-	-	-	-	-	-
4810	Promotional	12,272	6,000	6,000	-	-	8,000
10	Other Current Charges	12,567	12,000	27,000	-	12,000	-
10	Office Supplies	-	-	-	-	-	-
5210	Operating Supplies	9,541	5,000	5,000	-	2,000	1,000
5230	Uncapitalized Equipment	160	-	-	-	-	-
5410	Books/Pubs/Subscrip/Members	1,000	750	750	-	750	-
	<b>OPERATING EXPENSES TOTAL</b>	187,244	228,094	243,094	11,863	173,494	14,000
	<b>TOTAL BUDGET</b>	187,244	228,094	243,094	11,863	173,494	14,000



ADOPTED FY 2009 BUDGET TOTAL	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
17,000	-	0%
-	-	0%
3,063	1,044	52%
-	-	0%
-	-	0%
-	-	0%
2,580	-	0%
152,964	(29,781)	-16%
-	-	0%
-	-	0%
8,000	2,000	33%
12,000	(15,000)	-56%
-	-	0%
3,000	(2,000)	-40%
-	-	0%
750	-	0%
199,357	(43,737)	-18%
199,357	(43,737)	-18%

Exhibits



## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2008 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the fourth year under the new fifteen-year agreement.





## ANNUAL BUDGET FY 2008

## DUNEDIN STADIUM FUND SUMMARY

	FY2006 ACTUAL	ADOPTED FY2007 BUDGET	REVISED FY2007 BUDGET	PROPOSED FY2008 BUDGET	ADOPTED FY2008 BUDGET	VARIANCE ADOPTED OVER(UND.) REVISED	PERCENT INCR/ (DECR.)
<b>BEGINNING RESERVES</b>							
Subtotal	327,815	379,593	373,864	178,121	178,121	(195,743)	-52%
	327,815	379,593	373,864	178,121	178,121	(195,743)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	797,984	797,984	797,984	797,984	797,984		0%
Revenue-Blue Jays Ticket Sales	74,611	80,000	80,000	82,500	82,500	2,500	3%
Parking Concession	19,834	22,000	22,000	22,650	22,650	650	3%
Stadium Gen. Projects							0%
Transfer from General Fund	299,203	299,203	299,203	299,203	299,203		0%
Transfer from Debt Service Fund							0%
Naming Rights	70,000	80,000	80,000	90,000	90,000	10,000	13%
Use Agreement with Blue Jays	125,000	-	-	125,000	125,000		100%
Subtotal	1,386,632	1,279,187	1,279,187	1,417,337	1,417,337	138,150	11%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	16,699						0%
Other Miscellaneous	31						0%
Subtotal	16,730						0%
<b>TOTAL REVENUES</b>	1,403,362	1,279,187	1,279,187	1,417,337	1,417,337	138,150	11%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,731,177	1,658,780	1,653,051	1,595,458	1,595,458	(57,593)	-3%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	25,514	13,600	13,600	13,385	13,385	(215)	-2%
Stadium Operations	86,164	158,143	158,143	200,709	200,709	42,566	27%
General projects	13,951	10,000	10,000	14,000	14,000	4,000	40%
Stadium Maintenance	8,514						0%
Subtotal	134,143	181,743	181,743	228,094	228,094	46,351	26%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000		0%
Transfer to Stadium Capital Fund			71,000	75,000	75,000		0%
Debt Service Payment	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187		0%
Subtotal	1,224,270	1,222,187	1,293,187	1,297,187	1,297,187	4,000	0%
<b>TOTAL EXPENDITURES</b>	1,358,413	1,403,930	1,474,930	1,525,281	1,525,281	50,351	3%
<b>ENDING RESERVES</b>	372,764	254,850	178,121	70,177	70,177	(107,944)	-61%
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	1,731,177	1,658,780	1,653,051	1,595,458	1,595,458	(57,593)	-3%



DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2006	ADOPTED FY2007	REVISED FY2007	PROPOSED FY2008	ADOPTED FY2008	PERCENT INC/(DECR) REVISED FY2007
Salaries	-	-	-	-	-	0%
Benefits	-	-	-	-	-	0%
Operating Expenses	134,143	181,743	181,743	228,094	228,094	26%
Operating Capital/Debt Serv.	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>1,233,413</b>	<b>1,278,930</b>	<b>1,278,930</b>	<b>1,325,281</b>	<b>1,325,281</b>	<b>4%</b>

Budget Detail on Page 228

**BUDGET HIGHLIGHTS**

Budget reflects existing operations.

Blue Jays provide most of the maintenance of the facility under License Agreement.

City still provides incidental painting, safety inspections, minor plumbing and electrical maintenance.

City operates off-site parking for Spring Training baseball games.

**PROGRESS MADE TOWARD FY 2007 GOALS AND OBJECTIVES**

1. City offered the July 3rd Concert and Fireworks for fourth year.
2. Relay for Life was held at the Stadium, along with the Kiwanis Pancake Breakfast for the second year.
3. Staff and the Stadium Advisory Committee began identifying 10-Year CIP costs assessment and plans for restroom upgrades.
4. Implemented golf and baseball promotion in partnership with St. Andrews Links and Knology.

**2008 GOALS AND OBJECTIVES**

1. Complete cost estimate for 10-Year CIP program.
2. Work with the Toronto Blue Jays and Knology to promote non-baseball events at the Stadium.





## FY 2008 Adopted Budget

Dept./Div.: 4801, 4845, 4846, 4847, - DUNEDIN STADIUM SUMMARY

ACCT.#	DESCRIPTION	FY2006 ACTUAL	ADOPTED FY2007 BUDGET	REVISED FY2007 BUDGET	ADOPTED FY2008 REVISED	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
	<b>SALARIES</b>						
1201	Regular	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	0%
	<b>SALARIES TOTAL</b>						0%
	<b>BENEFITS</b>						
2100	FICA	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
	<b>BENEFITS TOTAL</b>						0%
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	6,756	17,000	17,000	17,000	-	0%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	2,858	2,019	2,124	2,019	(105)	-5%
4120	Radios	-	-	-	-	-	0%
4130	Postage	10	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	3,128	-	-	-	-	0%
4420	Rentals & Leases - Building	-	2,580	2,580	2,580	-	0%
4580	Insurance	77,573	77,873	126,039	182,745	56,706	45%
4610	Repair & Maintenance Services	9,213	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	4,129	6,000	17,000	6,000	(11,000)	-65%
4910	Other Current Charges	12,549	12,000	12,000	12,000	-	0%
5110	Office Supplies	-	-	-	-	-	0%
5210	Operating Supplies	16,814	-	-	5,000	5,000	100%
4680	Custodial Services	-	5,000	5,000	-	(5,000)	-100%
5230	Uncapitalized Equipment	363	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	750	750	-	750	750	100%
	<b>OPERATING EXPENSES TOTAL</b>	134,143	123,222	181,743	228,094	46,351	26%
	<b>CAPITAL OUTLAYS</b>						
6210	Capital Building Projects	-	-	-	-	-	100%
6410	Office Equipment	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	0%
	<b>CAPITAL OUTLAYS TOTAL</b>						100%
	<b>DEBT SERVICE</b>						
7101	Principal	-	-	-	-	-	0%
7201	Interest	-	-	-	-	-	0%
	<b>DEBT SERVICE TOTAL</b>						0%
	<b>TOTAL BUDGET</b>	134,143	123,222	181,743	228,094	46,351	26%



FY 2008 Adopted Budget

Dept./Div.: 4801, 4845, 4846, 4847, - DUNEDIN STADIUM

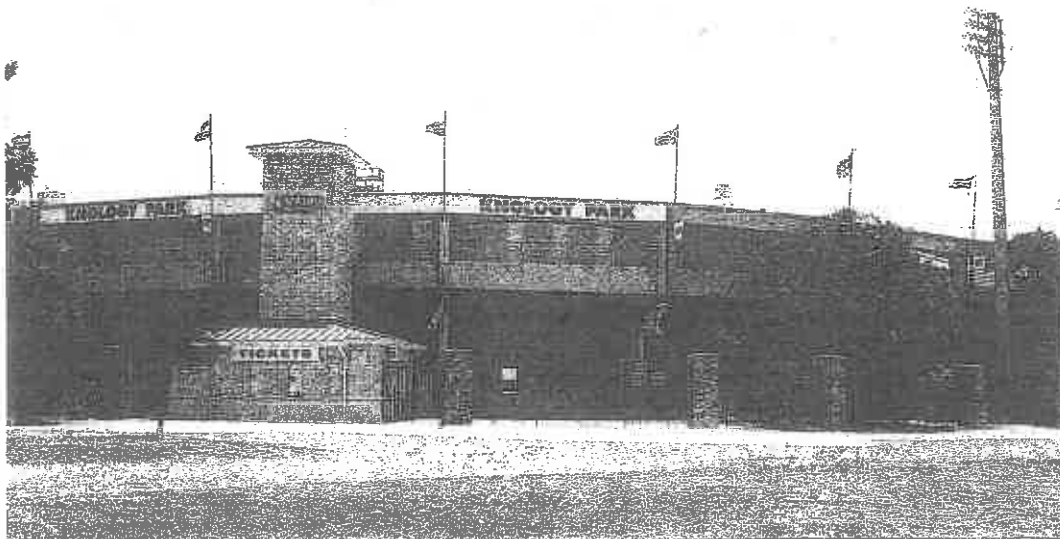
ACCT.#	DESCRIPTION	REVISED					FY2008 TOTAL	VARIANCE	PERCENT DIFF.
		FY2007 TOTAL	FY2008 4801	FY2008 4845	FY2008 4846	FY2008 4847			
<b>SALARIES</b>									
1201	Regular	-	-	-	-	-	-	-	-
1301	Other (Temporary)	-	-	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		-	-	-	-	-	-	-	0%
<b>BENEFITS</b>									
2100	FICA	-	-	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>OPERATING EXPENSES</b>									
3110	Professional Services	-	-	-	-	-	-	-	0%
3405	Other Contractual Service	-	-	-	-	-	-	-	0%
3481	Building Maintenance Contracts	17,000	9,000	3,000	5,000	-	17,000	-	0%
4010	Training & Education	-	-	-	-	-	-	-	0%
4110	Telephones	-	-	-	-	-	-	-	0%
4120	Radios	2,124	1,805	214	-	-	2,019	(105)	-5%
4130	Postage	-	-	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	-	-	0%
4420	Rental & Leases - Building	-	-	-	-	-	-	-	0%
4580	Insurance	2,580	-	2,580	-	-	2,580	-	0%
4610	Repair & Maintenance Services	126,039	-	182,745	-	-	182,745	56,706	45%
4710	Printing & Binding	-	-	-	-	-	-	-	0%
4810	Promotional	-	-	-	-	-	-	-	0%
4910	Other Current Charges	17,000	-	-	6,000	-	6,000	(11,000)	-65%
4919	Other Taxes	12,000	-	12,000	-	-	12,000	-	0%
5110	Office Supplies	-	-	-	-	-	-	-	0%
5210	Operating Supplies	-	-	-	-	-	-	-	0%
4680	Custodial Services	5,000	-	2,000	3,000	-	5,000	-	0%
5230	Uncapitalized Equipment	-	-	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	-	750	-	-	750	-	0%
<b>OPERATING EXPENSES TOTAL</b>		181,743	10,805	203,289	14,000	-	228,094	46,351	26%
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	-	-	-	-	-	-	-	100%
6410	Office Equipment	-	-	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	-	-	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		181,743	10,805	203,289	14,000	-	228,094	4	

## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2009 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the fifth year under the new fifteen-year agreement.





CAPITAL BUDGET PROJECTIONS FOR FY 2008

Project Number	Dept./ Division	Name of Project	Total Est. Project Cost	FY 2006 ACTUAL	ADOPTED FY 2007 BUDGET	REVISED FY 2007 BUDGET	FY 2008 BUDGET
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STADIUM CAPITAL PROJECT FUND

REVENUES:

Est. FY 2007 Carry-Over Funds: (1)	250,373
Est. FY 2008 Funds:	
Transfer from operations	71,000
<b>Total FY 2008 Revenues:</b>	<b>325,373</b>

EXPENDITURES:

480801	LS/PKS	STADIUM RESTROOMS	75,000				75,000
	Account #	331-4847-575-6201					
		Repair					
		FY 2008 Expenses:					75,000
		Unobligated-Reserves:					250,373
		% of Total Projects:					334%
							<b>325,373</b>

Total:

Carry-Over Funds increased \$71,000 per FY 2007 Mid-Year Adjustment.

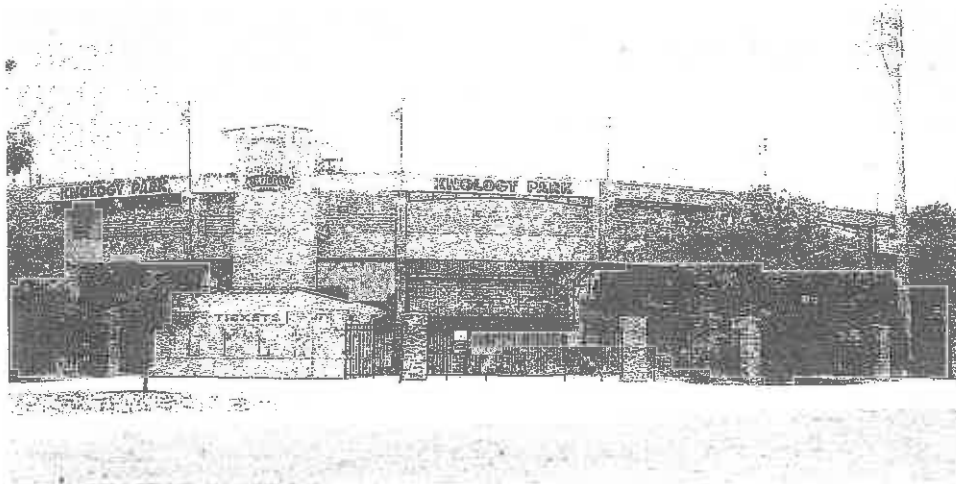


### DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1989/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2006/07 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the fourth year under the new fifteen-year agreement.



DUNEDIN STADIUM FUND SUMMARY

						VARIANCE	
		ADOPTED	REVISED	PROPOSED	ADOPTED	ADOPTED	PERCENT
	FY2005 ACTUAL	FY2006 BUDGET	FY2006 BUDGET	FY2007 BUDGET	FY2007 BUDGET	OVER(UND.) REVISED	INCR./ (DECR.)
<b>BEGINNING RESERVES</b>	75,331	128,233	327,815	379,593	379,593	51,778	0%
<b>Subtotal</b>	75,331	128,233	327,815	379,593	379,593	51,778	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	756,317	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	78,309	85,000	85,000	80,000	80,000	(5,000)	-6%
Parking Concession	18,454	20,000	20,000	22,000	22,000	2,000	10%
Stadium Gen. Projects	-	-	-	-	-	-	0%
Transfer from General Fund	274,269	299,203	299,203	299,203	299,203	-	0%
Transfer from Debt Service Fund	291,840	-	-	-	-	-	0%
Naming Rights	60,000	70,000	70,000	80,000	80,000	10,000	14%
Use Agreement with Blue Jays	125,000	125,000	125,000	-	-	(125,000)	0%
<b>Subtotal</b>	1,604,189	1,397,187	1,397,187	1,279,187	1,279,187	(118,000)	-8%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	968	-	-	-	-	-	0%
her Miscellaneous	1,027	-	-	-	-	-	0%
<b>Subtotal</b>	1,995	-	-	-	-	-	0%
<b>TOTAL REVENUES</b>	1,606,184	1,397,187	1,397,187	1,279,187	1,279,187	(118,000)	-8%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,681,515	1,525,420	1,725,002	1,658,780	1,658,780	(66,222)	-4%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	23,638	10,805	10,805	13,600	13,600	2,795	26%
Stadium Operations	84,120	98,417	98,417	143,143	158,143	59,726	61%
General projects	16,763	14,000	14,000	10,000	10,000	(4,000)	0%
Stadium Maintenance	4,909	-	-	-	-	-	0%
<b>Subtotal</b>	129,430	123,222	123,222	166,743	181,743	58,521	47%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000	-	0%
Debt Service Payment	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187	-	0%
<b>Subtotal</b>	1,224,270	1,222,187	1,222,187	1,222,187	1,222,187	-	0%
<b>TOTAL EXPENDITURES</b>	1,353,700	1,345,409	1,345,409	1,388,930	1,403,930	58,521	4%
<b>ENDING RESERVES</b>	327,815	180,011	379,593	269,850	254,850	(124,743)	0%
<b>TOTAL EXPENDITURES/ENDING RESERVE</b>	1,681,515	1,525,420	1,725,002	1,658,780	1,658,780	(66,222)	0%



DEPT: LEISURE SERVICES      DIVISION: STADIUM      FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2005	BUDGET FY2006	REVISED FY2006	PROPOSED FY2007	ADOPTED FY2007	PERCENT INC/(DECR) REVISED FY2006
Salaries	625	-	-	-	-	0%
Benefits	147	-	-	-	-	0%
Operating Expenses	128,658	123,222	123,222	166,743	181,743	47%
Operating Capital/Debt Serv.	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>1,228,700</b>	<b>1,220,409</b>	<b>1,220,409</b>	<b>1,263,930</b>	<b>1,278,930</b>	<b>5%</b>

Budget Detail on Page 213

**BUDGET HIGHLIGHTS**

Budget reflects existing operations.  
 Blue Jays provide most of the maintenance of the facility under License Agreement.  
 City still provides incidental painting, safety inspections, minor plumbing and electrical maintenance.  
 City operates off site parking for spring training baseball games.

**PROGRESS MADE TOWARD FY 2006 GOALS AND OBJECTIVES**

City offered July 3rd concert & fireworks for 3rd year.  
 Department assisted with Diversity concert.  
 Day for Life was moved to the Stadium, along with Kiwanis  
 Pancake Breakfast.  
 A CIP list was developed with the Stadium Advisory Committee  
 to project future expenditures from the Capital Replacement Fund.

**FY 2007 GOALS AND OBJECTIVES**

1. Identify costs for capital replacement items.
2. Develop new ticket sales promotion to increase Spring Training attendance.



FY 2007 Adopted Budget

Dept./Div.: RISK SAFETY - 552-1612

ACCT.#	DESCRIPTION	FY2005 ACTUAL	ADOPTED FY2006 BUDGET	REVISED FY2006 BUDGET	ADOPTED FY2007 BUDGET	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
<b>SALARIES</b>							
1201	Regular	80,562	61,492	61,492	63,800	2,308	4%
1301	Other (Temporary)	-	-	-	-	-	0%
1401	Overtime	699	2,000	2,000	2,000	-	0%
1501	Special Pay (Contract)	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		<b>81,261</b>	<b>63,492</b>	<b>63,492</b>	<b>65,800</b>	<b>2,308</b>	<b>4%</b>
<b>BENEFITS</b>							
2100	FICA	5,895	4,857	4,857	5,034	177	4%
2201	Retirement	4,536	4,971	4,971	5,152	181	4%
2310	Life/Health Insurance	6,585	7,339	7,339	7,785	446	6%
2480	Workers Compensation	-	873	873	940	67	8%
<b>BENEFITS TOTAL</b>		<b>17,016</b>	<b>18,040</b>	<b>18,040</b>	<b>18,911</b>	<b>871</b>	<b>5%</b>
<b>OPERATING EXPENSES</b>							
3110	Professional Services	1,999	10,000	10,000	10,000	-	0%
3111	Legal Services	-	30,000	30,000	30,000	-	0%
3130	WC Drug Testing	50	3,300	3,300	3,300	-	0%
3141	CDL Drug Testing	-	7,000	7,000	7,000	-	0%
3405	Other Contractual	-	2,000	2,000	2,000	-	0%
3481	Building Maintenance Contracts	855	852	852	852	-	0%
4010	Training & Education	1,912	10,000	10,000	10,000	-	0%
4110	Telephones	602	1,147	1,147	864	(283)	-25%
4120	Radios	-	110	110	110	-	0%
4130	Postage	489	400	400	400	-	0%
4310	Electricity	-	230	230	230	-	0%
4330	Utilities	-	500	500	500	-	0%
4410	Rentals & Leases	167	870	870	870	-	0%
4480	ISF-Vehicle	4,645	4,766	4,766	5,011	245	5%
4510	Premiums Paid	1,137,330	1,467,200	1,467,200	1,827,500	360,300	25%
4520	Claims/Reserve	206,914	190,000	195,018	200,000	4,982	3%
4540	Workers Compensation Claims	302,476	250,000	250,000	300,000	50,000	20%
4580	Insurance	-	1,254	1,254	1,335	81	6%
4610	Repair & Maintenance Services	-	100	100	100	-	0%
4680	Custodial Services	445	445	445	445	-	0%
4710	Printing & Binding	120	1,700	1,700	1,700	-	0%
4810	Promotional Activities	20	1,000	1,000	1,000	-	0%
4912	Licenses and Fees	-	-	-	-	-	0%
5110	Office Supplies	430	700	700	700	-	0%
5210	Operating Supplies	344	1,700	1,700	1,700	-	0%
5222	Uniform Cleaning/expense	-	250	250	250	-	0%
5230	Uncapitalized Equipment	266	1,300	1,300	1,300	-	0%
5410	Books/Pubs/Subscrip/Members	2,583	4,500	4,500	4,500	-	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>1,661,647</b>	<b>1,991,324</b>	<b>1,996,342</b>	<b>2,411,667</b>	<b>415,325</b>	<b>21%</b>
<b>CAPITAL OUTLAYS</b>							
5450	Communication Equipment	2,867	-	-	-	-	0%
5470	Equipment	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>2,867</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>NON-OPERATING</b>							
9000	Transfer to 001 Fund	-	-	-	-	-	0%
<b>NON-OPERATING TOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL BUDGET</b>		<b>1,762,791</b>	<b>2,072,856</b>	<b>2,077,874</b>	<b>2,496,378</b>	<b>418,504</b>	<b>20%</b>





## FY 2007 Adopted Budget

Dept./Div.: 4801, 4845, 4846, 4847, - DUNEDIN STADIUM SUMMARY

ACCT.#	DESCRIPTION	FY2005 ACTUAL	ADOPTED FY2006 BUDGET	REVISED FY2006 BUDGET	ADOPTED FY2007 REVISED	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
<b>SALARIES</b>							
1201	Regular	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	0%
1401	Overtime	625	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		625	-	-	-	-	0%
<b>BENEFITS</b>							
2100	FICA	60	-	-	-	-	0%
2201	Retirement	76	-	-	-	-	0%
2310	Life/Health Insurance	11	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		147	-	-	-	-	0%
<b>OPERATING EXPENSES</b>							
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	15,104	17,000	17,000	17,000	-	0%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	2,233	2,019	2,019	2,124	105	0%
4120	Radios	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	845	-	-	-	-	0%
4420	Rentals & Leases - Building	2,510	2,580	2,580	2,580	-	0%
4580	Insurance	77,668	77,873	77,873	126,039	48,166	62%
4610	Repair & Maintenance Services	4,809	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	5,240	6,000	6,000	17,000	11,000	0%
4910	Other Current Charges	11,914	12,000	12,000	12,000	-	0%
5110	Office Supplies	-	-	-	-	-	0%
5210	Operating Supplies	7,585	-	-	-	-	0%
4680	Custodial Services	-	5,000	5,000	5,000	-	0%
5230	Uncapitalized Equipment	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	750	750	750	-	(750)	0%
<b>OPERATING EXPENSES TOTAL</b>		128,658	123,222	123,222	181,743	58,521	47%
<b>CAPITAL OUTLAYS</b>							
6210	Capital Building Projects	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	0%
<b>DEBT SERVICE</b>							
7101	Principal	-	-	-	-	-	0%
7201	Interest	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		129,430	123,222	123,222	181,743	58,521	47%

DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 2003/04	BUDGET 2004/05	REVISED 2004/05	PROPOSED 2005/06	ADOPTED 2005/06	PERCENT INC/ (DECR) REVISED 2004/05
Salaries	1,689	-	-	-	-	0%
Benefits	296	-	-	-	-	0%
Operating Expenses	149,068	113,098	113,098	123,222	123,222	9%
Operating Capital/Debt Service	24,086	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>175,139</b>	<b>1,210,285</b>	<b>1,210,285</b>	<b>1,220,409</b>	<b>1,220,409</b>	<b>1%</b>

Budget Detail on Page 194

BUDGET HIGHLIGHTS

Budget reflects standard operation of stadium.

PROGRESS MADE TOWARD FY 2004/05 GOALS AND OBJECTIVES

Monthly concert series was begun but discontinued due to lack of staff and low attendance. Relay for Life and the Kiwanis Pancake Breakfast were moved to Knology Park.

FY 2005/06 GOALS AND OBJECTIVES

Continue to explore ways to offer non-baseball events at stadium.  
Assessment and recommendation to maintain Capital Replacement Fund.

## FY 2005/06 Adopted Budget

Dept./Div.: 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT. #	DESCRIPTION	FY2003/04 ACTUAL	ORIGINAL	FY2004/05	ADOPTED	VARIANCE	PERCENT DIFF.
			FY2004/05 BUDGET	REVISSED BUDGET	FY2005/06 REVISED	ADOPTED OVER REVISED	
<b>SALARIES</b>							
1201	Regular	-	-	-	-	-	0%
1301	Other (Temporary)	42	-	-	-	-	0%
1401	Overtime	1,647	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		<b>1,689</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>BENEFITS</b>							
2100	FICA	124	-	-	-	-	0%
2201	Retirement	147	-	-	-	-	0%
2310	Life/Health Insurance	25	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		<b>296</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>OPERATING EXPENSES</b>							
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	18,423	18,450	18,450	17,000	(1,450)	-8%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	1,888	-	-	2,019	2,019	0%
4120	Radios	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	0%
4420	Rentals & Leases - Building	2,460	1,680	1,680	2,580	900	54%
4580	Insurance	81,032	77,668	77,668	77,873	205	0%
4610	Repair & Maintenance Services	14,888	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	5,498	3,000	3,000	6,000	3,000	100%
4910	Other Current Charges	17,484	10,300	10,300	12,000	1,700	17%
5110	Office Supplies	-	-	-	-	-	0%
5210	Operating Supplies	6,645	-	-	-	-	0%
4680	Custodial Services	-	2,000	2,000	5,000	3,000	150%
5230	Uncapitalized Equipment	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	750	-	-	750	750	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>149,068</b>	<b>113,098</b>	<b>113,098</b>	<b>123,222</b>	<b>10,124</b>	<b>9%</b>
<b>CAPITAL OUTLAYS</b>							
6210	Capital Building Projects	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>DEBT SERVICE</b>							
7101	Principal	12,165	-	-	-	-	0%
7201	Interest	11,921	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		<b>24,086</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL BUDGET</b>		<b>175,139</b>	<b>113,098</b>	<b>113,098</b>	<b>123,222</b>	<b>10,124</b>	<b>9%</b>

ACCT.#	DESCRIPTION	ADOPTED					FY05/06 TOTAL	VARIANCE	PERCENT DIFF.
		FY04/05 TOTAL	FY05/06 4801	FY05/06 4845	FY05/06 4846	FY05/06 4847			
<b>SALARIES</b>									
1201	Regular	-	-	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		-	-	-	-	-	-	-	0%
<b>BENEFITS</b>									
2100	FICA	-	-	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>OPERATING EXPENSES</b>									
3110	Professional Services	-	-	-	-	-	-	-	0%
3405	Other Contractual Service	18,450	9,000	3,000	5,000	-	17,000	(1,450)	-8%
3481	Building Maintenance Contracts	-	-	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	-	-	0%
4110	Telephones	-	1,805	214	-	-	2,019	2,019	0%
4120	Radios	-	-	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	-	-	0%
4420	Rental & Leases - Building	1,680	-	2,580	-	-	2,580	900	54%
4580	Insurance	77,668	-	77,873	-	-	77,873	205	0%
4610	Repair & Maintenance Services	-	-	-	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	-	-	0%
4810	Promotional	3,000	-	-	6,000	-	6,000	3,000	100%
4910	Other Current Charges	10,300	-	12,000	-	-	12,000	1,700	17%
4919	Other Taxes	-	-	-	-	-	-	-	0%
5110	Office Supplies	-	-	-	-	-	-	-	0%
5210	Operating Supplies	2,000	-	2,000	3,000	-	5,000	3,000	150%
4680	Custodial Services	-	-	-	-	-	-	-	0%
5230	Uncapitalized Equipment	-	-	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	-	750	-	-	750	750	0%
<b>OPERATING EXPENSES TOTAL</b>		113,098	10,805	98,417	14,000	-	123,222	10,124	9%
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	-	-	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	-	-	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		113,098	10,805	98,417	14,000	-	123,222	10,124	9%



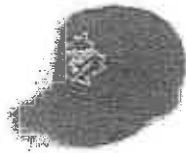
DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2005/06 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the third year under the new fifteen-year agreement.

*New Graphics*



## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2004/05 will come from ticket sales, and parking concessions during the Toronto Blue Jays Spring Training.

This will be the third year under the new fifteen-year agreement.



## DUNEDIN STADIUM FUND REVENUE &amp; EXPENDITURE SUMMARY

	FY02/03 ACTUAL	FY2003/04 BUDGET	REVISED	PROPOSED	ADOPTED	VARIANCE	
			FY2003/04	FY2004/05	FY2004/05	ADOPTED	PERCENT
			BUDGET	BUDGET	BUDGET	OVER (UND.) REVISED	INCR./ (DECR.)
<b>DUNEDIN STADIUM FUND</b>							
Beginning Cash Reserves	473	-	14,577	4,339	4,339	(10,238)	0%
<b>Subtotal</b>	473	-	14,577	4,339	4,339	(10,238)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
Debt Proceeds	-	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	56,303	82,238	77,000	85,000	85,000	8,000	10%
Parking Concession	13,099	21,000	21,000	21,000	21,000	-	0%
Stadium Gen. Projects	-	10,000	10,000	-	-	(10,000)	-100%
Transfer from General Fund	46,939	299,203	299,203	299,203	299,203	-	0%
Naming Rights	-	-	40,000	60,000	60,000	20,000	
Use Agreement with Blue Jays	-	125,000	125,000	125,000	125,000	-	0%
<b>Subtotal</b>	116,341	1,335,425	1,370,187	1,388,187	1,388,187	18,000	1%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	-	-	-	-	-	-	0%
Other Miscellaneous	21	-	-	-	-	-	0%
<b>Subtotal</b>	21	-	-	-	-	-	0%
<b>TOTAL STADIUM FUND REVENUES</b>	116,835	1,335,425	1,384,764	1,392,526	1,392,526	7,762	1%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	8,656	13,050	13,050	8,400	8,400	(4,650)	-36%
Stadium Operations	57,754	91,284	91,284	94,648	94,648	3,364	4%
General projects	5,119	-	-	4,650	4,650	4,650	0%
Stadium Maintenance	8,938	5,400	5,400	5,400	5,400	-	0%
<b>Subtotal</b>	80,467	109,734	109,734	113,098	113,098	3,364	3%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	-	128,504	173,504	125,000	125,000	(48,504)	-28%
Debt Service Payment	21,791	1,097,187	1,097,187	1,097,187	1,097,187	-	0%
<b>Subtotal</b>	21,791	1,225,691	1,270,691	1,222,187	1,222,187	(48,504)	-4%
<b>Operating Subtotal</b>	102,258	1,335,425	1,380,425	1,335,285	1,335,285	(45,140)	-3%
Ending Cash Reserves	14,577	-	4,339	57,241	57,241	52,902	0%
<b>TOTAL STADIUM FUND EXPENSES</b>	116,835	1,335,425	1,384,764	1,392,526	1,392,526	7,762	1%

DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 2002/03	BUDGET 2003/04	REVISED 2003/04	PROPOSED 2004/05	ADOPTED 2004/05	PERCENT INC/ (DECR) REVISED FY2003/04
Salaries	1,156	-	-	-	-	0%
Benefits	167	-	-	-	-	0%
Operating Expenses	77,294	109,734	109,734	113,098	113,098	3%
Operating Capital/Debt Servic	23,641	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>102,258</b>	<b>1,206,921</b>	<b>1,206,921</b>	<b>1,210,285</b>	<b>1,210,285</b>	<b>0%</b>

Budget Detail on Page 195

BUDGET HIGHLIGHTS

Budget reflects historic needs for spring training and planned events at stadium.

PROGRESS MADE TOWARD FY 03/04 GOALS AND OBJECTIVES

1. A naming rights contract was executed for the stadium.
2. Concert series being developed for stadium.

FY 2004/05 GOALS AND OBJECTIVES

1. Offer monthly concert series at stadium.
2. Continue to develop Knology partnership to promote additional events.



2004/05 Adopted Budget  
 pt./Div. 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

C.	DESCRIPTION	FY02/03 ACTUAL	ORIGINAL	FY03/04	ADOPTED	VARIANCE	PERCENT DIFF.
			FY03/04 BUDGET	REVISED BUDGET	FY04/05 REVISED	ADOPTED OVER REVISED	
<b>SALARIES</b>							
.01	Regular	-	-	-	-	-	0%
.01	Other (Temporary)	-	-	-	-	-	0%
.01	Overtime	1,156	-	-	-	-	0%
.01	Allocated Labor	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		<b>1,156</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>BENEFITS</b>							
.00	FICA	87	-	-	-	-	0%
.01	Retirement	75	-	-	-	-	0%
.10	Life/Health Insurance	5	-	-	-	-	0%
.80	Workers Compensation	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		<b>167</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>OPERATING EXPENSES</b>							
.10	Professional Services	-	-	-	-	-	0%
.05	Other Contractual Service	9,916	18,450	18,450	18,450	-	0%
.81	Building Maintenance Contracts	-	-	-	-	-	0%
.10	Training & Education	-	-	-	-	-	0%
.10	Telephones	5,656	-	-	-	-	0%
.20	Radios	-	-	-	-	-	0%
	Postage	20	-	-	-	-	0%
.87	Electricity	-	-	-	-	-	0%
.30	Utilities	-	-	-	-	-	0%
.10	Rentals & Leases	135	-	-	-	-	0%
.20	Rentals & Leases - Building	2,460	1,680	1,680	1,680	-	0%
.80	Insurance	27,355	81,032	81,032	77,668	(3,364)	-4%
.10	Repair & Maintenance Services	8,866	-	-	-	-	0%
.10	Printing & Binding	-	-	-	-	-	0%
.10	Promotional	2,355	-	-	3,000	3,000	0%
.10	Other Current Charges	13,920	8,572	8,572	10,300	1,728	0%
.10	Office Supplies	-	-	-	-	-	0%
.10	Operating Supplies	5,611	-	-	-	-	0%
.80	Custodial Services	-	-	-	2,000	2,000	0%
.30	Uncapitalized Equipment	-	-	-	-	-	0%
.10	Books/Pubs/Subscrip/Members	1,000	-	-	-	-	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>77,294</b>	<b>109,734</b>	<b>109,734</b>	<b>113,098</b>	<b>3,364</b>	<b>3%</b>
<b>CAPITAL OUTLAYS</b>							
.10	Capital Building Projects	-	-	-	-	-	0%
.10	Office Equipment	-	-	-	-	-	0%
.70	Other Equipment	1,850	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>1,850</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>DEBT SERVICE</b>							
.01	Principal	11,586	-	-	-	-	0%
.01	Interest	10,205	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		<b>21,791</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL BUDGET</b>		<b>102,258</b>	<b>109,734</b>	<b>109,734</b>	<b>113,098</b>	<b>3,364</b>	<b>3%</b>

FY 2004/05 Adopted Budget  
 Dept./Div 4801, 4845, 4846, 4847, - Dunedin Stadium

CT.#	DESCRIPTION	ADOPTED					TOTAL	VARIANCE	PERCENT DIFF.
		FY03/04 TOTAL	FY04/05 4801	FY04/05 4845	FY04/05 4846	FY04/05 4847			
<b>SALARIES</b>									
1201	Regular	-	-	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		-	-	-	-	-	-	-	0%
<b>BENEFITS</b>									
2100	FICA	-	-	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>OPERATING EXPENSES</b>									
3110	Professional Services	-	-	-	-	-	-	-	0%
3405	Other Contractual Service	18,450	8,400	-	4,650	5,400	18,450	-	0%
3481	Building Maintenance Contracts	-	-	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	-	-	0%
4110	Telephones	-	-	-	-	-	-	-	0%
4120	Radios	-	-	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	-	-	0%
4420	Rental & Leases - Building	1,680	-	1,680	-	-	1,680	-	0%
30	Insurance	81,032	-	77,668	-	-	77,668	(3,364)	-4%
4610	Repair & Maintenance Services	-	-	-	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	-	-	0%
4810	Promotional	-	-	3,000	-	-	3,000	3,000	0%
4910	Other Current Charges	8,572	-	10,300	-	-	10,300	1,728	0%
5110	Office Supplies	-	-	-	-	-	-	-	0%
5210	Operating Supplies	-	-	2,000	-	-	2,000	2,000	0%
4680	Custodial Services	-	-	0	-	-	-	-	0%
5230	Uncapitalized Equipment	-	-	0	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	-	0	-	-	-	-	0%
<b>OPERATING EXPENSES TOTAL</b>		109,734	8,400	94,648	4,650	5,400	113,098	3,364	3%
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	-	-	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	-	-	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		109,734	8,400	94,648	4,650	5,400	113,098	3,364	3%

## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2003/04 will come from ticket sales, and parking concessions during the Toronto Blue Jays Spring Training.

This will be the second year under the new fifteen-year agreement.





DUNEDIN STADIUM FUND REVENUE & EXPENDITURE SUMMARY

	PERCENTAGE ACTUAL	FY2003/03 BUDGET	REVISED	FADPUSED	ADOPTED	VARIANCE	
			FY2003/03	FY2003-04	FY2003/04	ADOPTED	PERCENT
			BUDGET	BUDGET	BUDGET	OVER/UND.	(INCR./
					BUDGET	REVISED	DECR.)
<b>DUNEDIN STADIUM FUND</b>							
beginning Cash Reserves	0	0	17,510	0	0	(17,510)	0%
Subtotal	0	0	17,510	0	0	(17,510)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
Net Proceeds	0	1,097,187	1,097,187	1,097,187	1,097,187	0	0%
Stadium Venue-Blue Jays Ticket Sales	97,453	82,238	82,238	82,238	82,238	0	0%
Marketing Concession	19,987	21,000	21,000	21,000	21,000	0	0%
Stadium Gen. Projects	0	10,000	10,000	10,000	10,000	0	0%
Advance from Blue Jays	250,000	0	0	125,000	125,000	125,000	0%
Subtotal	367,440	1,210,425	1,210,425	1,335,425	1,335,425	125,000	10%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	0	0	0	0	0	0	0%
Other Miscellaneous	16	5,000	5,000	0	0	(5,000)	0%
Subtotal	16	5,000	5,000	0	0	(5,000)	-100%
<b>TOTAL STADIUM FUND REVENUES</b>	<b>367,456</b>	<b>1,215,425</b>	<b>1,232,935</b>	<b>1,335,425</b>	<b>1,335,425</b>	<b>102,490</b>	<b>8%</b>
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Marketing Operations	20,684	13,092	13,092	13,050	13,050	(42)	0%
Stadium Operations	39,725	37,595	37,595	91,284	91,284	53,689	143%
General projects	755	0	0	0	0	0	0%
Stadium Maintenance	13,321	5,400	5,400	5,400	5,400	0	0%
Subtotal	74,485	56,087	56,087	109,734	109,734	53,647	96%
<b>TRANSFER SERVICE PAYMENTS</b>							
Transfer to General Fund	25,461	62,151	79,661	128,504	128,504	48,843	61%
Transfer Service Payment	0	1,097,187	1,097,187	1,097,187	1,097,187	0	0%
Transfer to Stadium Capital	250,000	0	0	0	0	0	0%
Subtotal	275,461	1,159,338	1,176,848	1,225,691	1,225,691	48,843	4%
Operating Subtotal	349,946	1,215,425	1,232,935	1,335,425	1,335,425	102,490	8%
beginning Cash Reserves	17,510	0	0	0	0	0	0%
<b>TOTAL STADIUM FUND EXPENSES</b>	<b>367,456</b>	<b>1,215,425</b>	<b>1,232,935</b>	<b>1,335,425</b>	<b>1,335,425</b>	<b>102,490</b>	<b>8%</b>

DUNEDIN CITY COUNCIL



DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 2001/02	BUDGET 2002/03	REVISED 2002/03	PROPOSED 2003/04	ADOPTED 2003/04	PERCENT INC/DECR ADJUSTED FY2002/03
Salaries	0	0	0	0	0	0%
Benefits	360	0	0	0	0	0%
Operating Expenses	70,061	56,087	56,087	109,734	109,734	96%
Operating Capital/Debt Service	29,524	0	0	0	0	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>99,945</b>	<b>56,087</b>	<b>56,087</b>	<b>109,734</b>	<b>109,734</b>	<b>96%</b>

Budget Detail on Page 191

#### BUDGET HIGHLIGHTS

The FY 2003/04 budget reflects the second year of operations under the new contract. The ball club is responsible for most of the maintenance and operations of the facility. Operating expenses budgeted relate to the off-site parking concession and minimal monthly maintenance required under the new agreement. The large percentage increase is due to a 300 plus percent increase in property insurance.

#### PROGRESS MADE TOWARD FY 02/03 GOALS AND OBJECTIVES

1. Oktoberfest was put on through an agreement with a private concessionaire/event promoter. Attendance was lower than past years, possibly due to missing a year during construction. The promoter lost money, but the City suffered no financial loss.
2. Off site parking was staffed by a paid volunteer group and City staff supervision. Revenues were in accordance with game attendance, which was not high.
3. The Stadium Naming Rights Task Force was appointed by the City Commission and the Task Force implemented a marketing program, which continues, to find a naming rights buyer for the stadium.

#### FY 2003/04 GOALS AND OBJECTIVES

1. Secure a naming rights buyer for the stadium.
2. Explore additional public uses for the stadium such as the 2003 fireworks and music show.

**DUNEDIN STADIUM FUND SUMMARY**

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2002/03 will come from ticket sales, and parking concessions during the Toronto Blue Jays Spring Training.

This will be the first year under the new fifteen-year agreement.



**DUNEDIN STADIUM FUND REVENUE & EXPENDITURE SUMMARY**

	FY00/01 ACTUAL	FY2001/02 BUDGET	REVISED	PROPOSED	ADOPTED	VARIANCE	PERCENT
			FY2001/02	FY2002/03	FY2002/03	ADOPTED	(INCR. / DECR.)
			BUDGET	BUDGET	BUDGET	OVER (UND.) REVISED	
<b><u>DUNEDIN STADIUM FUND</u></b>							
Beginning Cash Reserves	0	0	0	0	0	0	0%
<b>Subtotal</b>	0	0	0	0	0	0	0%
						0	
<b>DUNEDIN STADIUM FUND REVENUES</b>						0	
Concession/Novelties	0	0	0	0	0	0	0%
Revenue-Blue Jays Ticket Sales	89,611	80,000	80,000	82,238	82,238	2,238	3%
Parking Concession	23,223	39,000	39,000	21,000	21,000	(18,000)	-46%
Stadium Gen. Projects	93,171	110,000	110,000	10,000	10,000	(100,000)	-91%
Advance from General Fund	0	10,525	10,525	0	0	(10,525)	0%
<b>Subtotal</b>	206,005	239,525	239,525	113,238	113,238	(126,287)	-53%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	0	0	0	0	0	0	0%
Loss on Investment	0	0	0	0	0	0	0%
Other Miscellaneous	4,482	5,000	5,000	5,000	5,000	0	0%
<b>Subtotal</b>	4,482	5,000	5,000	5,000	5,000	0	0%
<b>TOTAL STADIUM FUND REVENUES</b>	210,487	244,525	244,525	118,238	118,238	(126,287)	-52%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	14,794	27,302	27,302	13,092	13,092	(14,210)	-52%
Concession/novelties	16,512	26,123	26,123	37,595	37,595	11,472	44%
General projects	86,854	80,494	80,494	0	0	(80,494)	-100%
Stadium Maintenance	15,834	23,656	23,656	5,400	5,400	(18,256)	-77%
<b>Subtotal</b>	133,994	157,575	157,575	56,087	56,087	(101,488)	-64%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	90,794	86,950	86,950	62,151	62,151	(24,799)	-29%
<b>Subtotal</b>	90,794	86,950	86,950	62,151	62,151	(24,799)	-29%
<b>Operating Subtotal</b>	224,788	244,525	244,525	118,238	118,238	(126,287)	-52%
Ending Cash Reserves	0	0	0	0	0	0	0%
<b>TOTAL STADIUM FUND EXPENSES</b>	224,788	244,525	244,525	118,238	118,238	(126,287)	-52%

MAJOR CLASSIFICATION:	ACTUAL 00/01	BUDGET 2001/02	REVISED 2001/02	PROPOSED 2002/03	ADOPTED 2002/03	PERCENT INC/DECR ADJUSTED FY2001/02
Salaries	7,582	24,000	24,000	0	0	-100%
Benefits	1,668	3,297	3,297	0	0	-100%
Operating Expenses	124,744	130,278	130,278	56,087	56,087	-57%
Operating Capital/Debt Service	90,794	86,950	86,950	0	0	-100%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>224,788</b>	<b>244,525</b>	<b>244,525</b>	<b>56,087</b>	<b>56,087</b>	<b>-77%</b>
<b>Budget Detail on Page 184</b>						

**BUDGET HIGHLIGHTS**

The FY 2002/03 budget reflects operation under the new contract with the Blue Jays, under which the ball club is responsible for most of the maintenance and operation of the facility. Operating expenses budgeted relate to the off-site parking concession and minimal monthly maintenance required of the City under the new agreement.

**PROGRESS MADE TOWARD FY 01/02 GOALS AND OBJECTIVES**

1. The entire parking concession was operated by a volunteer group, which was compensated on a per-game basis and supervised by a Recreation staff member whose facility (Senior Center) is typically closed during spring training games.
2. Oktoberfest was cancelled due to construction at the stadium. Arrangements are in place to offer the event in 2002 in a partnership with the Blue Jays and at a greatly-reduced City staff level.

**FY 2002/03 GOALS AND OBJECTIVES**

1. Implement and assess the Oktoberfest arrangement with Blue Jays and City volunteer organizations.
2. Maximize revenues from remaining available (off-site) parking under new contract.
3. Implement marketing program to secure a naming rights sponsor for the stadium.





DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2001/02 will come from ticket sales, parking concessions during the Toronto Blue Jays Spring Training, special events, rentals and leases run in the stadium during the non-baseball season and vending during special events not held in the stadium.

The stadium serves as a food vendor at four (4) off-site special events: Art Harvest, Highland Games, Mardi Gras, and Spring Antiques Fair. The Fourth of July Celebration is coordinated in conjunction with the CRA as an annual event for the citizens of Dunedin.



## ANNUAL BUDGET 2001/2002



## DUNEDIN STADIUM FUND REVENUE &amp; EXPENDITURE SUMMARY

	FY99/00 ACTUAL	FY00/01 BUDGET	REVISED	PROPOSED	ADOPTED	VARIANCE		
			FY00/01 BUDGET	FY2001/02 BUDGET	FY2001/02 BUDGET	PROPOSED OVER (UND.) REVISED	PERCENT (INCR. / DECR.)	
<u>DUNEDIN STADIUM FUND</u>								
Beginning Cash Reserves	78,408	42,896	42,896	0	0	(42,896)	0%	
Subtotal	78,408	42,896	42,896	0	0	0	0%	
<b>DUNEDIN STADIUM FUND REVENUES</b>						(42,896)	0%	
Concession/Novelties	764	0	0	0	0	0	0%	
Revenue-Blue Jays Ticket Sales	76,763	67,000	67,000	80,000	0	0	0%	
Parking Concession	39,837	30,125	30,125	39,000	0	13,000	19%	
Stadium Gen. Projects	110,781	120,000	120,000	110,000	0	8,875	29%	
Advance from General Fund	0	19,210	19,210	0	0	(10,000)	-8%	
Subtotal	306,553	236,335	236,335	229,000	0	(19,210)	0%	
<b>MISCELLANEOUS REVENUES</b>						(7,335)	-3%	
Interest Earned	50	0	0	0	0	0	0%	
Loss on Investment	0	0	0	0	0	0	0%	
Other Miscellaneous	0	1,200	1,200	5,000	0	0	0%	
Subtotal	50	1,200	1,200	5,000	0	3,800	0%	
<b>TOTAL STADIUM FUND REVENUES</b>	385,011	280,431	280,431	234,000	0	3,800	317%	
						(46,431)	-17%	
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>								
Parking Operations	23,937	23,191	23,191	27,302	0	4,111	18%	
Concession/novelties	39,247	26,667	26,667	26,123	0	(544)	-2%	
General projects	111,357	92,056	92,056	80,494	0	(11,562)	-13%	
Stadium Maintenance	11,723	50,217	50,217	23,656	0	(26,561)	-53%	
Subtotal	186,264	192,131	192,131	157,575	0	(34,556)	-18%	
<b>DEBT SERVICE PAYMENTS</b>								
Accrued Interest -General Fund Loan	107,568	88,300	88,300	86,950	0	(1,350)	-2%	
Subtotal	107,568	88,300	88,300	86,950	0	(1,350)	-2%	
Operating Subtotal	293,832	280,431	280,431	244,525	0	(35,906)	-13%	
Ending Cash Reserves	12,771	0	0	(10,525)	0	(10,525)	0%	
<b>TOTAL STADIUM FUND EXPENSES</b>	306,603	280,431	280,431	234,000	0	(46,431)	-17%	



DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 99/00	BUDGET 00/01	REVISED 00/01	PROPOSED 2001/02	ADOPTED 2001/02	PERCENT INC/DECR ADJUSTED 00/01
Salaries	61,155	45,610	45,610	24,000	0	-47%
Benefits	6,102	5,581	5,581	3,297	0	-41%
Operating Expenses	119,009	140,940	140,940	130,278	0	-8%
Operating Capital/Debt Service	107,568	88,300	88,300	86,950	0	-2%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>293,834</b>	<b>280,431</b>	<b>280,431</b>	<b>244,525</b>	<b>0</b>	<b>-13%</b>

FY 2001/02 BUDGET HIGHLIGHTS

FY 2001/02 reduced budget reflects construction at the stadium which will limit revenue opportunities during the fiscal year. Expenditures to maintain spring training parking operations are included, but could be reduced if the new Blue Jay contract takes effect during the fiscal year.

PROGRESS MADE TOWARD FY 00/01 GOALS AND OBJECTIVES

The new Blue Jay agreement, pending construction, and the elimination of the stadium operation and associated staff curtailed much activity in the second half of FY 2000/01. Oktoberfest was held, and the annual Marketfest as well. Spring training parking was conducted using regular Leisure Department staff.

FY 2001/02 GOALS AND OBJECTIVES

Develop new system for conducting parking operation, either through a contractual arrangement or with supervised community group.

Partner with Blue Jays concessionaire to offer Oktoberfest with lessened impact on Leisure Services staff.



FY 2001/02 Proposed Budget

Dept./Di 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT.#	DESCRIPTION	FY99/00 ACTUAL	ORIGINAL	FY00/01	PROPOSED	VARIANCE	PERCENT DIFF.
			FY00/01 BUDGET	REVISED BUDGET	FY01/02 REVISED	PROPOSED OVER ADJUSTED	
	<b>SALARIES</b>						
1201	Regular	60,728	0	0	0	0	0%
1301	Other (Temporary)	0	39,310	39,310	20,000	(19,310)	-49%
1401	Overtime	427	360	360	1,000	640	178%
1901	Allocated Labor	0	5,940	5,940	3,000	(2,940)	-49%
	<b>SALARIES TOTAL</b>	<b>61,155</b>	<b>45,610</b>	<b>45,610</b>	<b>24,000</b>	<b>(21,610)</b>	<b>-47%</b>
	<b>BENEFITS</b>						
2100	FICA	4,653	3,489	3,489	1,837	(1,652)	-47%
2201	Retirement	522	1,119	1,119	1,100	(19)	-2%
2310	Life/Health Insurance	0	0	0	0	0	0%
2480	Workers Compensation	927	973	973	360	(613)	-63%
	<b>BENEFITS TOTAL</b>	<b>6,102</b>	<b>5,581</b>	<b>5,581</b>	<b>3,297</b>	<b>(2,284)</b>	<b>-41%</b>
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	1,055	300	300	0	(300)	-100%
3405	Other Contractual Service	38,896	13,400	13,400	38,400	25,000	187%
3481	Building Maintenance Contracts	0	8,627	8,627	8,627	0	0%
4010	Training & Education	112	291	291	0	(291)	-100%
4110	Telephones	5,544	0	0	4,500	4,500	0%
4120	Radios	0	0	0	0	0	0%
4130	Postage	398	125	125	300	175	140%
4310	Electricity	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0%
4410	Rentals & Leases	2,929	5,425	5,425	2,925	(2,500)	-46%
4420	Rentals & Leases - Building	2,410	0	0	2,500	2,500	0%
4580	Insurance	18,603	18,064	18,064	21,526	3,462	0%
4610	Repair & Maintenance Services	10,399	35,842	35,842	16,000	(19,842)	-55%
4710	Printing & Binding	32	1,000	1,000	1,000	0	0%
4810	Promotional	2,209	0	0	2,000	2,000	0%
5110	Office Supplies	0	0	0	0	0	0%
5210	Operating Supplies	36,342	57,866	57,866	32,500	(25,366)	-44%
4680	Custodial Services	0	0	0	0	0	0%
5230	Uncapitalized Equipment	1,080	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0%
	<b>OPERATING EXPENSES TOTAL</b>	<b>119,009</b>	<b>140,940</b>	<b>140,940</b>	<b>130,278</b>	<b>(10,662)</b>	<b>-8%</b>
	<b>CAPITAL OUTLAYS</b>						
6210	Capital Building Projects	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0%
	<b>CAPITAL OUTLAYS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
	<b>DEBT SERVICE</b>						
7260	Interest Gen. Fund	107,568	88,300	88,300	86,950	(1,350)	-2%
	<b>DEBT SERVICE TOTAL</b>	<b>107,568</b>	<b>88,300</b>	<b>88,300</b>	<b>86,950</b>	<b>(1,350)</b>	<b>-2%</b>
	<b>TOTAL BUDGET</b>	<b>293,834</b>	<b>280,431</b>	<b>280,431</b>	<b>244,525</b>	<b>(35,906)</b>	<b>-13%</b>



FY 2001/02 Proposed Budget

. /Di 4801, 4845, 4846, 4847, - Dunedin Stadium

ADOPTED

ACCT. #	DESCRIPTION	ADOPTED					TOTAL	VARIANCE	PERCENT DIFF.
		FY00/01	FY01/02	FY01/02	FY01/02	FY01/02			
		TOTAL	4801	4845	4846	4847			
<b>SALARIES</b>									
1201	Regular	0	0	0	0	0	0	0	0%
1301	Other (Temporary)	39,310	10,000	0	10,000	0	20,000	(19,310)	-49%
1401	Overtime	360	0	0	1,000	0	1,000	640	178%
1901	Allocated Labor	5,940	3,000	0	0	0	3,000	(2,940)	-49%
	<b>SALARIES TOTAL</b>	<b>45,610</b>	<b>13,000</b>	<b>0</b>	<b>11,000</b>	<b>0</b>	<b>24,000</b>	<b>(21,610)</b>	<b>-47%</b>
<b>BENEFITS</b>									
2100	FICA	3,489	995	0	842	0	1,837	(1,652)	-47%
2201	Retirement	1,119	0	0	1,100	0	1,100	(19)	-2%
2310	Life/Health Insurance	0	0	0	0	0	0	0	0%
2480	Workers Compensation	973	149	0	211	0	360	(613)	2%
	<b>BENEFITS TOTAL</b>	<b>5,581</b>	<b>1,144</b>	<b>0</b>	<b>2,153</b>	<b>0</b>	<b>3,297</b>	<b>(2,284)</b>	<b>-41%</b>
<b>OPERATING EXPENSES</b>									
3110	Professional Services	300	0	0	0	0	0	(300)	0%
3405	Other Contractual Service	13,400	8,400	0	30,000	0	38,400	25,000	187%
3481	Building Maintenance Contracts	8,627	0	0	0	8,627	8,627	0	0%
4010	Training & Education	291	0	0	0	0	0	(291)	-100%
4110	Telephones	0	4,200	300	0	0	4,500	4,500	0%
4120	Radios	0	0	0	0	0	0	0	0%
4130	Postage	125	0	0	300	0	300	175	140%
4310	Electricity	0	0	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0	0	0%
4410	Rentals & Leases	5,425	0	0	2,925	0	2,925	(2,500)	-46%
4420	Rental & Leases - Building	0	0	2,500	0	0	2,500	2,500	0%
4580	Insurance	18,064	58	21,323	116	29	21,526	3,462	19%
4610	Repair & Maintenance Services	35,842	0	0	1,000	15,000	16,000	(19,842)	-55%
4710	Printing & Binding	1,000	0	0	1,000	0	1,000	0	0%
4810	Promotional	0	0	0	2,000	0	2,000	2,000	0%
5110	Office Supplies	0	0	0	0	0	0	0	0%
5210	Operating Supplies	57,866	500	2,000	30,000	0	32,500	(25,366)	-44%
4680	Custodial Services	0	0	0	0	0	0	0	0%
5230	Uncapitalized Equipment	0	0	0	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0	0	0%
	<b>OPERATING EXPENSES TOTAL</b>	<b>140,940</b>	<b>13,158</b>	<b>26,123</b>	<b>67,341</b>	<b>23,656</b>	<b>130,278</b>	<b>(10,662)</b>	<b>-8%</b>
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	0	0	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0	0	0%
	<b>CAPITAL OUTLAYS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	88,300	86,950	0	0	0	86,950	(1,350)	-2%
	<b>DEBT SERVICE TOTAL</b>	<b>88,300</b>	<b>86,950</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>86,950</b>	<b>(1,350)</b>	<b>-2%</b>
	<b>TOTAL BUDGET</b>	<b>280,431</b>	<b>114,252</b>	<b>26,123</b>	<b>80,494</b>	<b>23,656</b>	<b>244,525</b>	<b>(35,906)</b>	<b>-13%</b>

**CITY OF DUNEDIN  
FY2000/01 OPERATING BUDGET**

**DEPT: LEISURE SERVICES**

**DIVISION: STADIUM**

**FUND: STADIUM**

<b>MAJOR CLASSIFICATION:</b>	<b>ACTUAL 98/99</b>	<b>BUDGET 99/00</b>	<b>REVISED 99/00</b>	<b>PROPOSED 2000/01</b>	<b>ADOPTED 00/01</b>	<b>PERCENT INC/DECR ADJUSTED 99/00</b>
Salaries	42,040	43,725	43,725	45,610		4%
Benefits	5,179	5,348	5,348	5,581		4%
Operating Expenses	131,099	127,315	127,315	140,940		11%
Operating Capital/Debt Service	129,120	81,550	81,550	88,300		8%
<b>TOTAL MAJOR CLASSIFICAT</b>	<b>307,438</b>	<b>257,938</b>	<b>257,938</b>	<b>280,431</b>		<b>9%</b>

(Budget Detail on Page - H42 )

**FY 2000/01 BUDGET HIGHLIGHTS**

Provide community-wide revenue-producing special events at Dunedin Stadium at Grant Field for people of all ages, enhance stadium revenue through vending at other City-Wide special events, provide support for specific recreation special events and monitor/coordinate rentals, leases and contracts at the stadium.

**PROGRESS MADE TOWARD FY 99/00 GOALS AND OBJECTIVES**

The primary source of income for FY 99/00 came from ticket sales, parking concessions during the Toronto Blue Jays Spring Training, special events, rentals and leases run in the stadium during the non-baseball season and vending during special events not held in the stadium.

Parking - Parking concessions in FY99/00 decreased over previous years due to a decrease in the number of games played by the Toronto Blue Jays during Spring Training.

Kept two rows of parking open for Library patrons during each game.

Stadium Special Events - coordinated six (6) events "Oktoberfest", "Oldies Concert", etc. held in the Stadium.

There were also two (2) rentals of the Stadium and playing field.

Hosted the Millennium Torch Run & Centennial Birthday Party for School age children.

Non-Stadium Events/Vending - The Stadium staff served as a food vendor at nine (9) off-site special events: Art Harvest, Highland Games, Mardi Gras, Fall & Spring Antiques Fair, "Celebrate Fitness", Men's Senior Baseball, etc.

The Fourth of July Celebration is coordinated in conjunction with Community Services as an annual event for the citizens of Dunedin.

**FY 2000/01 GOALS AND OBJECTIVES**

Increase fees for season parking. Look for ways to eliminate staff parking at the main parking lot to increase parking revenues.  
Continue to provide parking for Library patrons during each game.  
Cut costs and increase revenues in the Special Events

**CITY OF DUNEDIN**  
**FY 2000/01 OPERATING BUDGET**

FY 00/01  
Dept./Div.: 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT.#	DESCRIPTION	FY98/99 ACTUAL	ORIGINAL FY99/00 BUDGET	FY99/00 REVISED BUDGET	FY99/00 ESTIMATED	PROPOSED FY2000/01 REVISED	VARIANCE PROPOSED OVER ADJUSTED	PERCENT DIFF.
<b>SALARIES</b>								
1201	Regular	0	0	0	0	0	0	0%
1301	Other (Temporary)	35,750	37,425	37,425	37,425	39,310	1,885	5%
1401	Overtime	350	360	360	360	360	0	0%
1901	Allocated Labor	5,940	5,940	5,940	5,940	5,940	0	0%
<b>SALARIES TOTAL</b>		<b>42,040</b>	<b>43,725</b>	<b>43,725</b>	<b>43,725</b>	<b>45,610</b>	<b>1,885</b>	<b>4%</b>
<b>BENEFITS</b>								
2100	FICA	3,217	3,345	3,345	3,345	3,489	144	4%
2201	Retirement	1,035	1,076	1,076	1,076	1,119	43	4%
2310	Life/Health Insurance	0	0	0	0	0	0	0%
2480	Workers Compensation	927	927	927	927	973	46	5%
<b>BENEFITS TOTAL</b>		<b>5,179</b>	<b>5,348</b>	<b>5,348</b>	<b>5,348</b>	<b>5,581</b>	<b>233</b>	<b>4%</b>
<b>OPERATING EXPENSES</b>								
3110	Professional Services	300	300	300	300	300	0	0%
3405	Other Contractual Service	13,400	13,400	13,400	13,400	13,400	0	0%
3481	Building Maintenance Contracts	7,735	0	0	0	8,627	8,627	#DIV/0!
4010	Training & Education	250	260	260	260	291	31	12%
4110	Telephones	2,500	0	0	0	0	0	#DIV/0!
4120	Radios	0	0	0	0	0	0	0%
4130	Postage	125	125	125	125	125	0	0%
4310	Electricity	0	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0	0%
4410	Rentals & Leases	5,300	5,300	5,300	5,300	5,425	125	2%
4580	Insurance	14,289	17,205	17,205	17,205	18,064	859	0%
4610	Repair & Maintenance Services	33,000	34,345	34,345	34,345	35,842	1,497	4%
4710	Printing & Binding	1,000	1,000	1,000	1,000	1,000	0	0%
5110	Office Supplies	0	0	0	0	0	0	0%
5210	Operating Supplies	53,200	55,380	55,380	55,380	57,866	2,486	4%
4680	Custodial Services	0	0	0	0	0	0	0%
5230	Uncapitalized Equipment	0	0	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>131,099</b>	<b>127,315</b>	<b>127,315</b>	<b>127,315</b>	<b>140,940</b>	<b>13,625</b>	<b>11%</b>
<b>CAPITAL OUTLAYS</b>								
6210	Capital Building Projects	0	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>DEBT SERVICE</b>								
7260	Interest Gen. Fund	129,120	81,550	81,550	81,550	88,300	6,750	8%
<b>DEBT SERVICE TOTAL</b>		<b>129,120</b>	<b>81,550</b>	<b>81,550</b>	<b>81,550</b>	<b>88,300</b>	<b>6,750</b>	<b>8%</b>
<b>TOTAL BUDGET</b>		<b>307,438</b>	<b>257,938</b>	<b>257,938</b>	<b>257,938</b>	<b>280,431</b>	<b>22,493</b>	<b>9%</b>

**CITY OF DUNEDIN**  
**FY 00/01 OPERATING BUDGET**

FY 00/01

Dept./Div.: 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT.#	DESCRIPTION	ADOPTED					FY00/01 TOTAL	VARIANCE	PERCENT DIFF.
		FY99/00 TOTAL	FY00/01 4801	FY00/01 4845	FY00/01 4846	FY00/01 4847			
<b>SALARIES</b>									
1201	Regular	0	0	0	0	0	0	0	0%
1301	Other (Temporary)	37,425	9,960	6,600	19,900	2,850	39,310	1,885	5%
1401	Overtime	360	0	0	360	0	360	0	0%
1901	Allocated Labor	5,940	3,000	0	0	2,940	5,940	0	0%
<b>SALARIES TOTAL</b>		<b>43,725</b>	<b>12,960</b>	<b>6,600</b>	<b>20,260</b>	<b>5,790</b>	<b>45,610</b>	<b>1,885</b>	<b>4%</b>
<b>BENEFITS</b>									
2100	FICA	3,345	991	505	1,550	443	3,489	144	4%
2201	Retirement	1,076	0	0	1,119	0	1,119	43	4%
2310	Life/Health Insurance	0	0	0	0	0	0	0	0%
2490	Workers Compensation	927	11	600	202	180	973	46	2%
<b>BENEFITS TOTAL</b>		<b>5,348</b>	<b>1,002</b>	<b>1,105</b>	<b>2,871</b>	<b>603</b>	<b>5,581</b>	<b>233</b>	<b>4%</b>
<b>OPERATING EXPENSES</b>									
3110	Professional Services	300	150	0	0	150	300	0	0%
3405	Other Contractual Service	13,400	8,400	0	5,000	0	13,400	0	0%
3481	Building Maintenance Contracts	0	0	0	0	8,627	8,627	8,627	#DIV/0!
4010	Training & Education	260	0	56	235	0	291	31	12%
4110	Telephones	0	0	0	0	0	0	0	0%
4120	Radios	0	0	0	0	0	0	0	0%
4130	Postage	125	0	0	125	0	125	0	0%
4310	Electricity	0	0	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0	0	0%
4410	Rentals & Leases	5,300	0	2,500	2,925	0	5,425	125	2%
4580	Insurance	17,205	126	11,706	6,232	0	18,064	859	5%
4610	Repair & Maintenance Services	34,345	0	2,090	1,000	32,752	35,842	1,497	4%
4710	Printing & Binding	1,000	0	0	1,000	0	1,000	0	0%
5110	Office Supplies	0	0	0	0	0	0	0	0%
5210	Operating Supplies	55,380	553	2,810	52,408	2,295	57,866	2,486	4%
4680	Custodial Services	0	0	0	0	0	0	0	0%
5230	Uncapitalized Equipment	0	0	0	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0	0	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>127,315</b>	<b>9,229</b>	<b>18,982</b>	<b>68,925</b>	<b>43,824</b>	<b>140,940</b>	<b>13,625</b>	<b>11%</b>
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	0	0	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0	0	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	81,550	88,300	0	0	0	88,300	6,750	8%
<b>DEBT SERVICE TOTAL</b>		<b>81,550</b>	<b>88,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88,300</b>	<b>6,750</b>	<b>8%</b>
<b>TOTAL BUDGET</b>		<b>257,938</b>	<b>111,491</b>	<b>26,667</b>	<b>92,056</b>	<b>50,217</b>	<b>280,431</b>	<b>22,493</b>	<b>9%</b>



**Documentation of Average Attendance in Excess of 50,000**

## Historic Paid Attendance Toronto Blue Jays Spring Training in Dunedin

Source: [floridagrapefruitleague.com/home/teams/bluejays/](http://floridagrapefruitleague.com/home/teams/bluejays/)

<u>Year</u>	<u>Attendance</u>	<u>Average Attendance</u>
2006	53,930	
2007	62,592	
2008	64,444	
2009	68,674	
2010	52,550	
2011	68,195	
2012	76,008	
2013	78,509	
2014	67,900	
2015	69,101	
2016	72,661	
2017	78,738	
2018	71,892	
<b>Total:</b>	<b>885,194</b>	<b>68,092</b>

Note: The Florida Grapefruit League site's historic attendance figures cover 2006 through 2017. 2018 figures were provided by the Blue Jays.

Average attendance each year and in total has exceeded the 50,000 required for certification.

**Documentation That the Facility Is In a County That Levies A  
Tourist Development Tax**

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## Pinellas County Tourist Development Tax Code

**Sec. 118-31. – Levied; collection and remittance; duties of county tax collector; enforcement.**

(a) There is hereby levied and imposed and set a tourist development tax throughout the county at a rate of six percent of each whole and major fraction of each dollar of the total rental charged every person who rents, leases, or lets for consideration and living quarters or accommodations in any hotel, apartment hotel, motel, resort hotel, apartment, apartment motel,



roominghouse, tourist or trailer camp, mobile home park, recreational vehicle park, timeshare accommodation, or condominium for a term of six months or less. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary considerations. The six percent tourist development tax levied herein shall be used for the following purposes:

(1) The levy and the imposition of the first and second percent commenced on the first day of the month following referendum approval in 1978, pursuant to Ordinance No. 78-20. The first percent is pledged to the payment of debt service on bonds issued to finance the construction, reconstruction or renovation of Tropicana Field, a professional sports franchise facility; however, as provided in subsection (3) herein, the fourth percent has been committed to the payment of Tropicana Field debt, and those sums replace the first percent on a monthly basis when received. The first and second percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(2) The levy of the third percent commenced on July 1, 1988, pursuant to Ordinance No. 88-14. The first 50 percent of the third percent is pledged to the payment of debt service on bonds issued to finance the construction, reconstruction or renovation of Tropicana Field, a professional sport franchise facility; however, as provided in subsection (3) herein, the fourth percent has been committed to the payment of Tropicana Field debt, and those sums replace the first 50 percent of the third percent on a monthly

basis when received. The third percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(3) The levy and imposition of the fourth percent commenced on January 1, 1996, and expires on September 30, 2015, pursuant to Ordinance No. 95-35. The fourth percent is committed to the payment of debt service on bonds issued to finance the construction, reconstruction or renovation of Tropicana Field, a professional sports franchise facility, or payment of indebtedness issued to refund obligations issued for such purposes. The expiration date of September 30, 2015, for the levy of the fourth percent as provided in Section 3 of Ordinance No. 95-35 is hereby repealed, and the levy of the fourth percent is extended, reenacted and reestablished effective October 1, 2015, through September 30, 2021, inclusive, at which time the fourth percent levy shall expire and be of no further force and effect. The revised expiration date of September 30, 2021, for the levy of the fourth percent as previously extended in Ordinance No. 10-67, is hereby repealed, and the levy of the fourth percent is extended, reenacted, and reestablished until such time, if any, as repealed. The fourth percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(4) The levy and imposition of the fifth percent commenced on December 1, 2005, pursuant to Ordinance No. 05-47. The fifth percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(5) The sixth percent shall commence on January 1, 2016, and shall be used in accordance with F.S. § 125.0104(5), unless its use is specifically further limited by the tourist development plan.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to F.S. ch. 212 and in addition to all other taxes, fees and considerations for rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental; and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(d) Initial collection of the tourist development tax shall be made in the same manner as the tax imposed under F.S. ch. 212, pt. I (F.S. § 212.01 et seq.). The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the county tax collector, who shall keep appropriate records of such funds. The same duties and privileges imposed by F.S. ch. 212 upon dealers in tangible property respecting the collection and remission of tax, and making of returns, the keeping of books, records and accounts, the payment of a dealer's credit in compliance with the rules of the county tax collector in the administration of such chapter shall apply to and be binding upon all persons who are subject to the provisions of this article; provided, however, that the tax collector may authorize a quarterly return and payment when the tax remitted by the person receiving the consideration for such rental or lease for the preceding quarter did not

exceed \$500.00. Registered and enrolled taxpayers may file returns and pay amounts due electronically for the Tourist Development Taxes and fees. Florida Statutes §§ 213.755 and 443.163 require certain taxpayers to file and/or pay tax electronically.

(e) The county tax collector may promulgate rules, and prescribe and publish the forms necessary to effectuate this article.

(f) The county tax collector shall perform the enforcement and audit functions associated with the collection and remission of the tourist development tax, including, without limitation, the following:

(1) For the purpose of enforcing the collection of the tax levied by this article, the county tax collector is hereby specifically authorized and empowered to examine at all reasonable hours the books, records, and other documents of all persons taxable under this article, or other persons charged with the duty to report or pay a tax under this article, in order to determine whether they are collecting the tax or otherwise complying with this article. In the event such person refuses to permit such examination of its books, records, or other documents by the tax collector as aforesaid, such person is guilty of a misdemeanor of violating the provisions of this article and shall be subject to the penalties provided for in section 1-8. The tax collector shall have the right to proceed in circuit court to seek a mandatory injunction or other appropriate remedy to enforce its rights against the offender, as granted by this section, to require an examination of the books and records of such dealer.

^



## **Documentation of Franchise Tenure in the State**

## **Toronto Blue Jays Spring Training Tenure in Florida**

The following page was printed from the Florida Grapefruit League website and indicates that the Blue Jays have conducted Spring Training operations in Dunedin since 1977.

will mark the Blue Jays 42nd Spring Training at this location.

**Parking:** Reserved parking for season ticket holders only. Neighborhood parking varies in price.

**Dimensions:** 335 feet down left field foul line, 327 feet to right and 400 feet to center.

**Seating Capacity:** 5,510

Practices in February at the Mattick Training Center at Englebert Complex, 1700 Solon Ave., Dunedin, at 9 a.m. daily; in March at Florida Auto Exchange Stadium, 373 Douglas Ave., Dunedin.

Click [here](#)

([http://flsportsgfl.imarcsgroup.com/vendorimages/flsportsgfl/StadiumDiagram\\_Jays.gif](http://flsportsgfl.imarcsgroup.com/vendorimages/flsportsgfl/StadiumDiagram_Jays.gif)) for a Florida Auto Exchange Stadium Seating Diagram

Florida Auto Exchange Stadium is also the home of the [Dunedin Blue Jays](#), Florida State League Class A Team (<http://web.minorleaguebaseball.com/index.jsp?sid=t424>)

## Directions to Dunedin Stadium

Find in Google Maps (<https://maps.google.com/maps?q=373+Douglas+Avenue+Dunedin,+FL+34698&hl=en&sl=28.336172,-81.556772&sspn=0.01>)

Take U.S. 19 to Sunset Point, west on Sunset to Douglas Avenue; north on Douglas to Florida Auto Exchange Stadium; park is on the southeast corner of Douglas and Beltrees.

### Traffic and Road Construction Information from the Florida Department of Transportation

Learn about important traffic and roadway conditions by visiting [www.FL511.com](http://www.FL511.com) (<http://www.FL511.com>). This service reports travel times, road construction, lane closures and more on major Florida roadways.

## Toronto Blue Jays Spring Training History

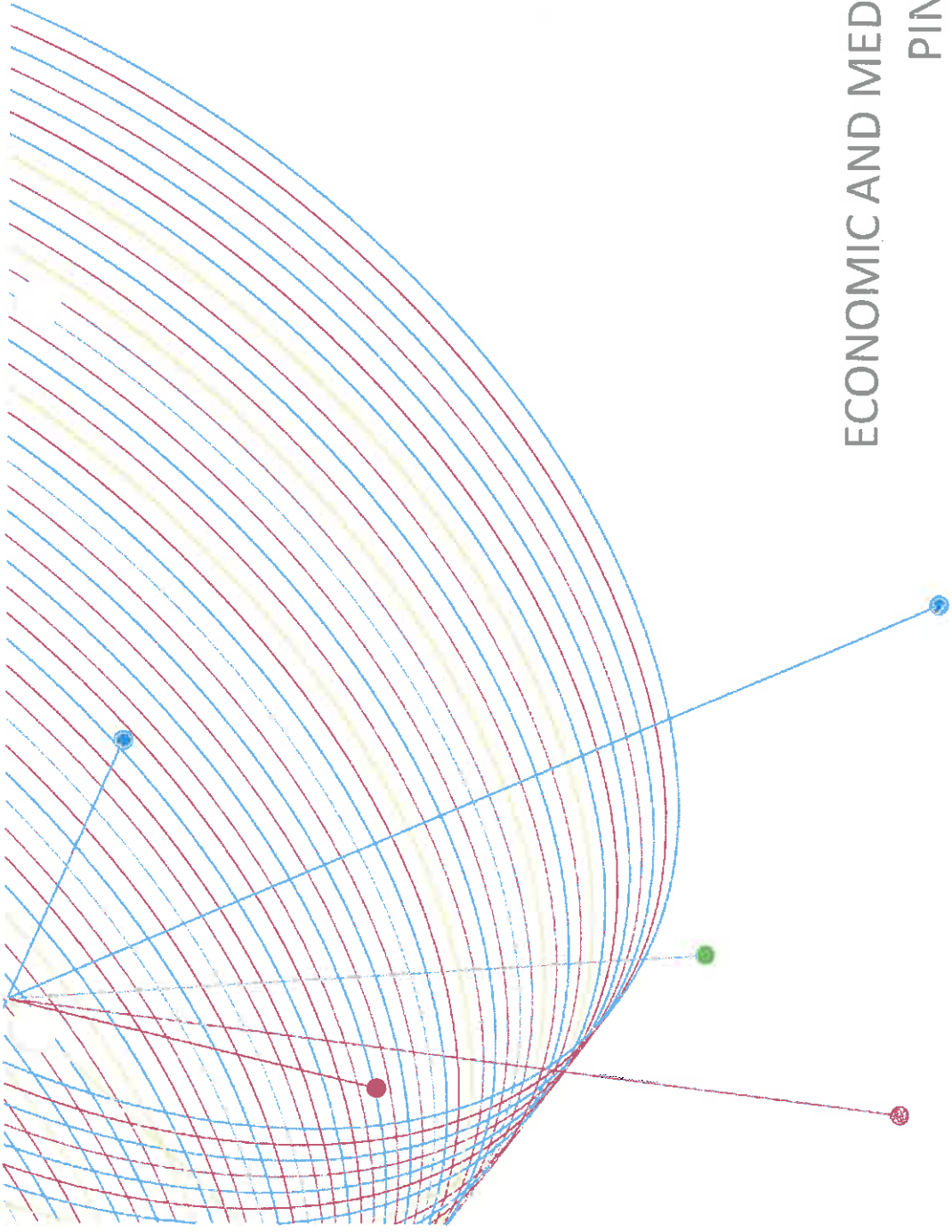
1977-2018 Dunedin (Dunedin Stadium)

## Blue Jays Spring Training Attendance (2006-17)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>Total Attendance</b>	53,930	62,592	64,444	68,674	52,550	68,195	76,008	78,509	67,900	69,101	72,661	78,739
<b>Number of Games</b>	15	15	14	16	11	15	16	16	14	14	14	16



## **Economic Impact Study**



# ECONOMIC AND MEDIA CONTRIBUTION UPON PINELLAS COUNTY, FLORIDA

DECEMBER 9, 2016

RESEARCH CONDUCTED BY:  
BONN MARKETING, INC.; MARK A. BONN, PH.D.  
NIELSEN SPORTS; SCOTT HOROWITZ & GEORGINA WEBB



# CONTENTS

• INTRODUCTION	4
○ Background	4
○ Key Findings	6
○ Overall Valuation	10
• I: AVERAGE ANNUAL CONTRIBUTION OF TORONTO BLUE JAYS' FLORIDA BUSINESS OPERATIONS	11
○ A – ANNUAL DIRECT SPENDING IN PINELLAS COUNTY, FL.	12
• Accommodations Spending	12
• Employment Compensation	12
• Sponsorship and Community Relations	12
• Other Direct Spending	12
○ B – ANNUAL ECONOMIC IMPACT FROM TORONTO BLUE JAYS SPENDING IN PINELLAS COUNTY , FL.	13



# CONTENTS CONT.

• II: ECONOMIC IMPACT OF THE 2016 TORONTO BLUE JAYS SPRING TRAINING SEASON	14
○ Key Findings	15
○ Executive Summary	16
○ Per Party Per Day Spending	17
○ Economic Contribution	18
• III: MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS	20
○ How to Interpret Nielsen Sports Data	21
○ Key Findings	22
○ Average Annual Spring Training Broadcast Exposure	23
○ Average Annual Online Earned Media	29
○ Social Media Engagement Value (2016)	31
○ Earned Verbal Mention Value (2016)	33
• APPENDIX	35
• GLOSSARY OF TERMS	38
• CONTACTS	49



# INTRODUCTION

## Background

- The *Toronto Blue Jays* are the only Major League Baseball (MLB) franchise located in Canada.
- The *Toronto Blue Jays* have held Spring Training (and have housed their U.S. operations) in Dunedin, Pinellas County, Florida since the team's inception in 1977.
- The team's current Facility Use Agreement comes to an end in 2017.
- The MLB Spring Training period officially takes place over a six (6) week time period during February and March each year; however, media coverage and Canadian fan attention on the team's Florida activities begins much earlier.
- In contemplation of possible renovations to the Spring Training stadium and training facilities used by the *Toronto Blue Jays*, Bonn Marketing and Nielsen Sports have collaborated to analyze and communicate the economic contribution and media impact the *Toronto Blue Jays* have had upon Pinellas County, Florida.

# INTRODUCTION (CONT.)

## Background

- Included in this report are the following data and analyses:
  - I. Factual *Toronto Blue Jays* data regarding the organization's average annual direct spending in the local community, along with an analysis of the full economic contribution resulting from such spending.
  - II. Economic impact of the *Toronto Blue Jays* Spring Training, which analysis highlights the very substantial financial inflows from visitation within Pinellas County.
  - III. Nielsen Sports' media analysis of the value received by St. Petersburg-Clearwater, Dunedin and wider Pinellas County via the following:
    - Canadian television broadcasts of *Toronto Blue Jays* Spring Training Games
    - Peripheral television programming in Canada and the United States
    - Canadian and US online media outlets
    - *Toronto Blue Jays* social media channels



# INTRODUCTION

Key Findings

## SECTION I: ANNUAL ECONOMIC CONTRIBUTION OF THE TORONTO BLUE JAYS' FLORIDA BUSINESS OPERATIONS

### A – TORONTO BLUE JAYS ANNUAL DIRECT SPENDING IN PINELLAS COUNTY

- \$1.5 Million in Accommodations Spending
- \$4.2 Million in Employee Compensation (Locally-Based Employees)
- \$3.5 Million in Other Direct Expenditures
- \$175,000 in Sponsorship and Community Relations

### B – ANNUAL ECONOMIC IMPACT FROM TORONTO BLUE JAYS SPENDING IN PINELLAS

#### COUNTY

- \$21.4 Million Overall Total Economic Contribution
- \$10.9 Million in Labor Income
- 214 Jobs Created/Supported

# INTRODUCTION

## Key Findings

### SECTION II: ECONOMIC IMPACT OF THE 2016 *TORONTO BLUE JAYS* SPRING TRAINING SEASON

- 72,652 in paid attendance during the 2016 Spring Training Season
- Over 55% of all 2016 *Toronto Blue Jays* Spring Training attendees resided outside of Florida
- 79% of all 2016 *Toronto Blue Jays* Spring Training attendees resided outside of Pinellas County
- 24,862 hotel room nights were generated during six weeks by *Toronto Blue Jays* Spring Training game attendees
- \$70.6 Million in Total Spending brought to Pinellas County by *Toronto Blue Jays* Spring Training in 2016
  - \$39 Million in Direct Spending
  - \$28.4 Million in Labor impact
  - 799 jobs created/supported



# INTRODUCTION

## Key Findings

### SECTION III: MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS

Pinellas County and Dunedin receive \$4.5 Million in total annual media value as a result of being the host City and County for *Toronto Blue Jays* Spring Training and other Florida Operations. This media value is comprised of:

#### TV Broadcast

- Average of \$476,746 in TV broadcast exposure for Dunedin and Pinellas County during national Canadian broadcasts of *Blue Jays* Spring Training games (in the form of visual and verbal mentions, local imagery and video incorporated into the broadcasts and in-stadium signage shown on-screen). *\*Measurements taken in both 2015 and 2016 due to variances in stadium signage and differences in opponents and telecast dates.*

Note: In 2016, the average viewership for Blue Jays' Spring Training game telecasts in Canada was 1.25X greater than the average MLB team's regular season viewership in the US Market *\*ESPN and MLB Network broadcasts only*

- \$248,004 in earned verbal mentions during news and sports highlights television shows in Canada and the United States *\*Measurement from January 1 to April 6, 2016*

# INTRODUCTION

## Key Findings

### SECTION III: MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS (CONT.)

#### Online and Social Media

- Average of \$1.8 Million in annual online media value in Canada and the United States
  - Note: Earned media reach garnered an average of 446 Million impressions for online content, based on average daily viewership provided by Meltwater News
- \$2 Million in social media engagement value from *Toronto Blue Jays* posts across Twitter, Instagram, and Facebook \*2016 data

# INTRODUCTION

## Overall Valuation

	Average Year	25 Year Projection (straight line)
Economic Contribution from <i>Toronto Blue Jays</i> ' Spending	\$21.4 Million	\$535 Million
Spring Training Total Economic Contribution	\$70.6 Million	\$1.765 Billion
Media Exposure	\$4.5 Million	\$112.5 Million
<b>TOTAL</b>	<b>\$96.5 Million</b>	<b>\$2.413 Billion</b>
Number of Room Nights	24,862	621,550
<i>Toronto Blue Jays</i> Direct Spending	\$9.4 Million	\$235 Million



# ANNUAL CONTRIBUTION FROM THE TORONTO BLUE JAYS' FLORIDA BUSINESS OPERATION

- Annual Accommodations Spending in Pinellas County, Fl.
- Employment Compensation (Locally-Based Employees)
- Sponsorship and Community Relations
- Other Direct Spending in Pinellas County, Fl.

*All values are represented in USD*



# TORONTO BLUE JAYS:



## ANNUAL AVERAGE DIRECT SPENDING PINELLAS COUNTY, FL.

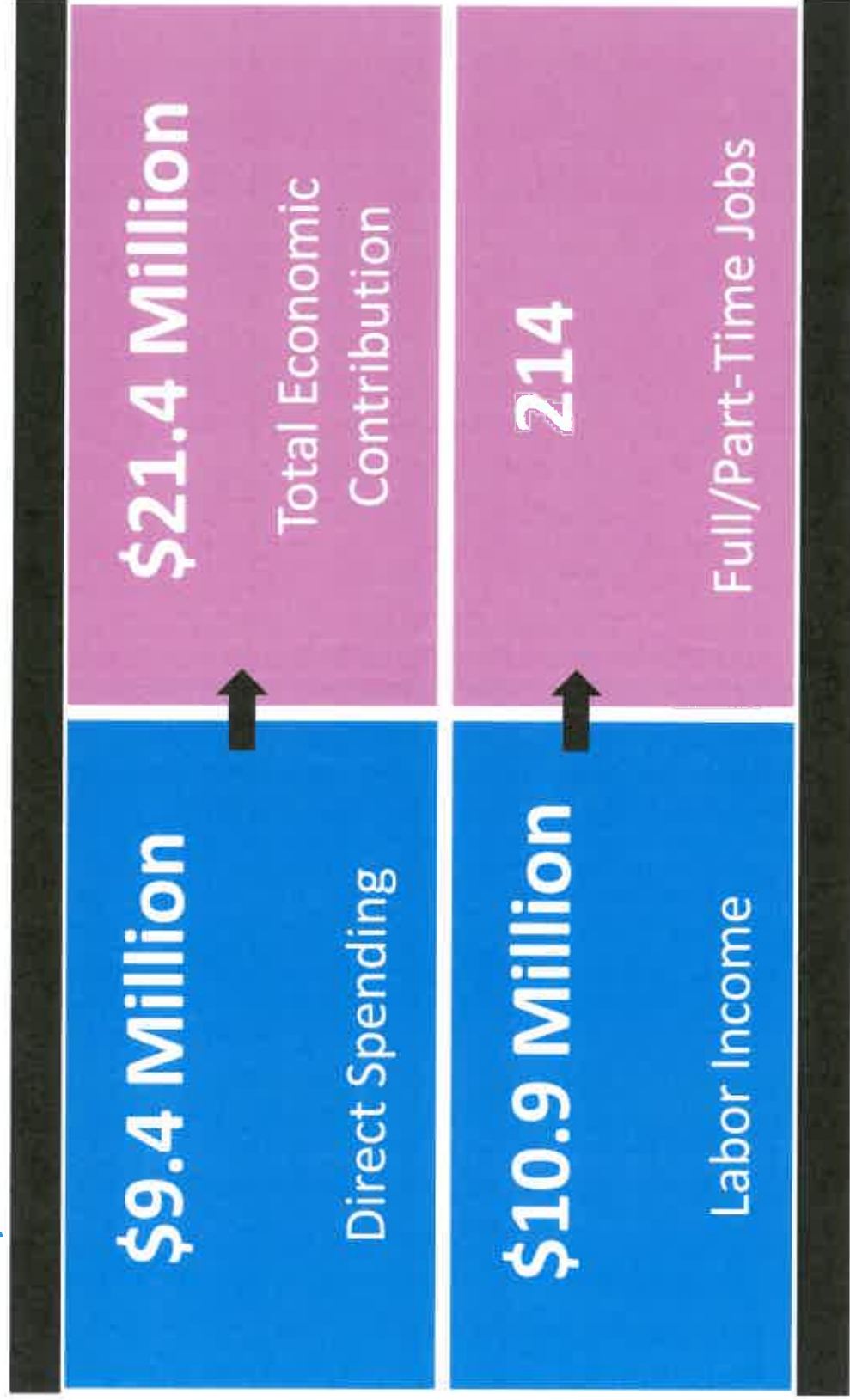


<sup>1</sup> Includes in-stadium fundraising, direct money donations and in-kind contributions

<sup>2</sup> Includes all other direct expenditures, for example, taxes, capital expenses, transportation, medical services, utilities, advertising, and promotions.



# AVERAGE ANNUAL ECONOMIC CONTRIBUTION FROM TORONTO BLUE JAYS' SPENDING IN PINELLAS COUNTY, FL.





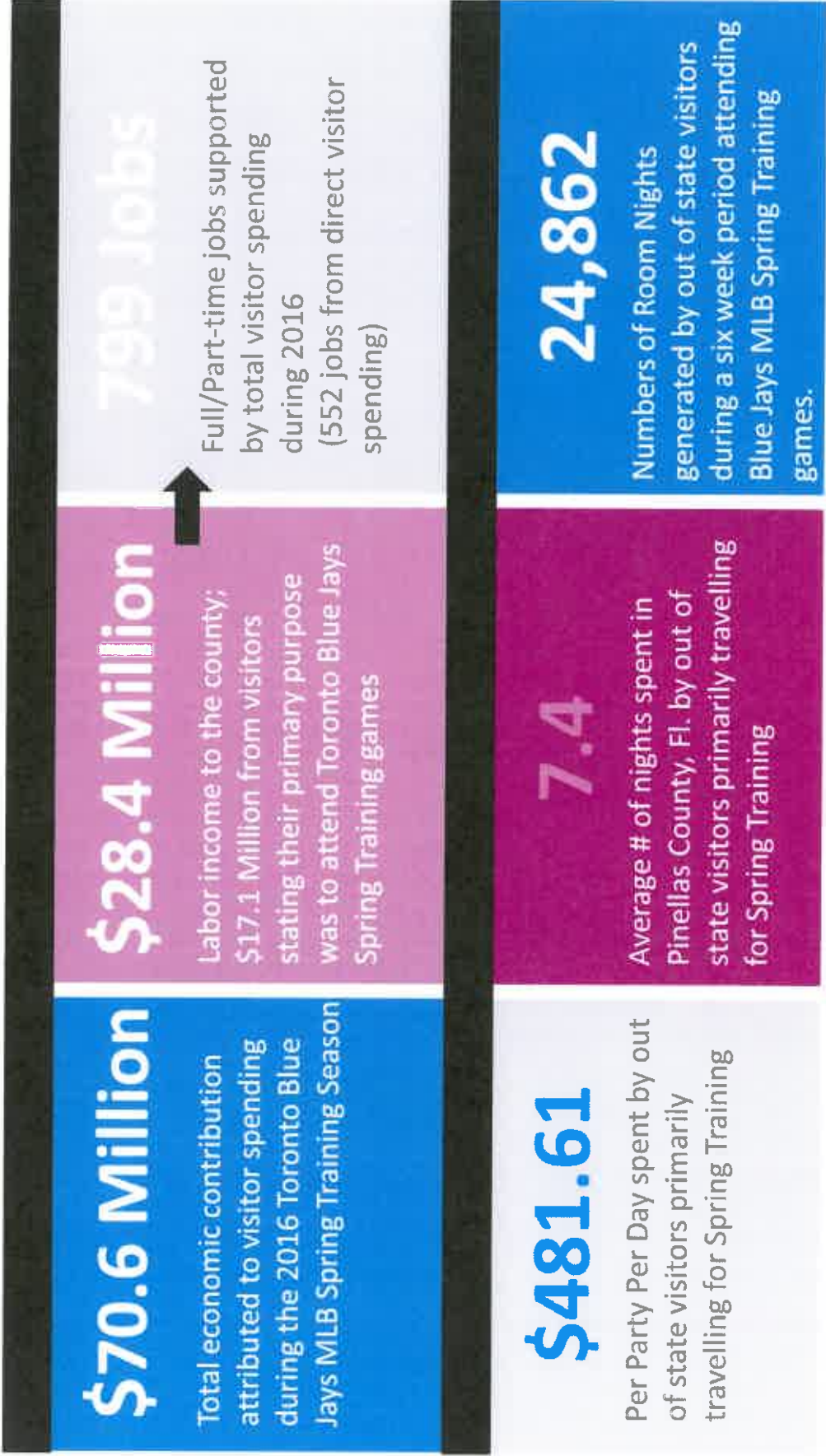
# ECONOMIC IMPACT OF THE 2016 TORONTO BLUE JAYS SPRING TRAINING SEASON

- Key Findings
- Executive Summary
- Per Party Per Day Spending
- Economic Contribution

*All values are represented in USD*



# KEY FINDINGS: 2016 TORONTO BLUE JAYS MLB SPRING TRAINING



Source: Bonn Marketing. Data presented may be rounded.

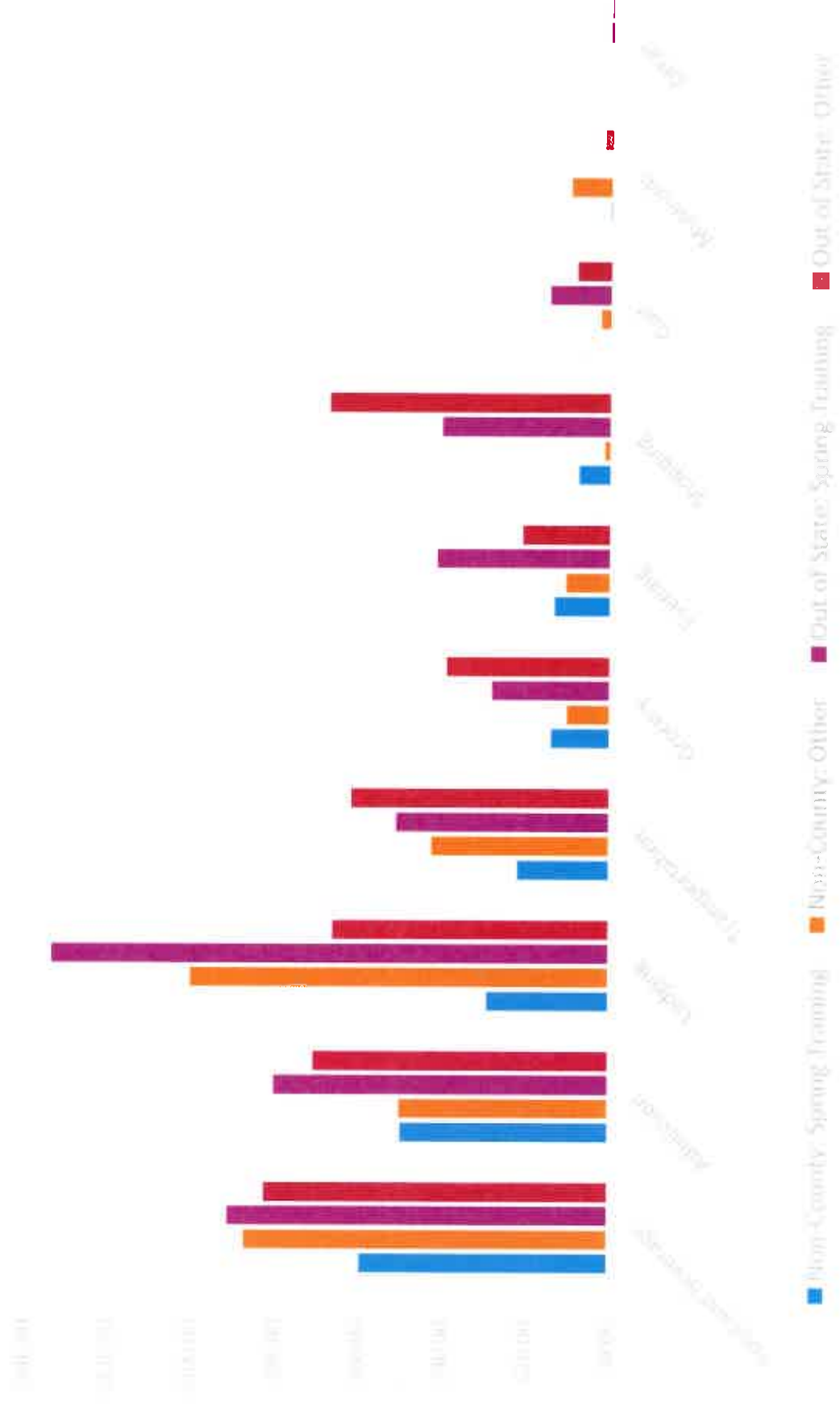


# ECONOMIC IMPACT: EXECUTIVE SUMMARY



Source: Bonn Marketing. Data presented may be rounded.

# PER PARTY PER DAY SPENDING BY GROUP

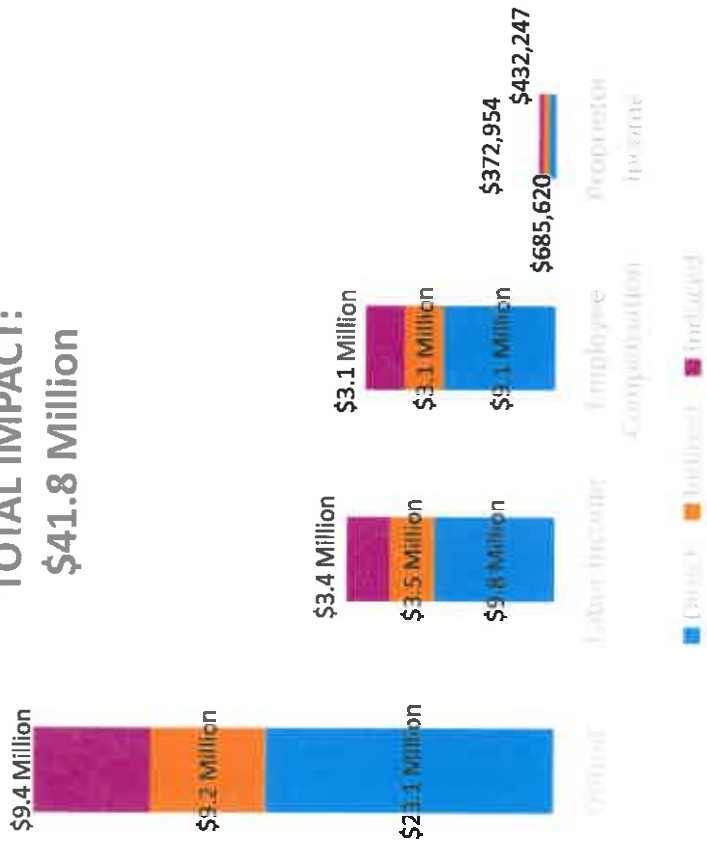




# ECONOMIC CONTRIBUTION PER GROUP

## Out of State: Spring Training

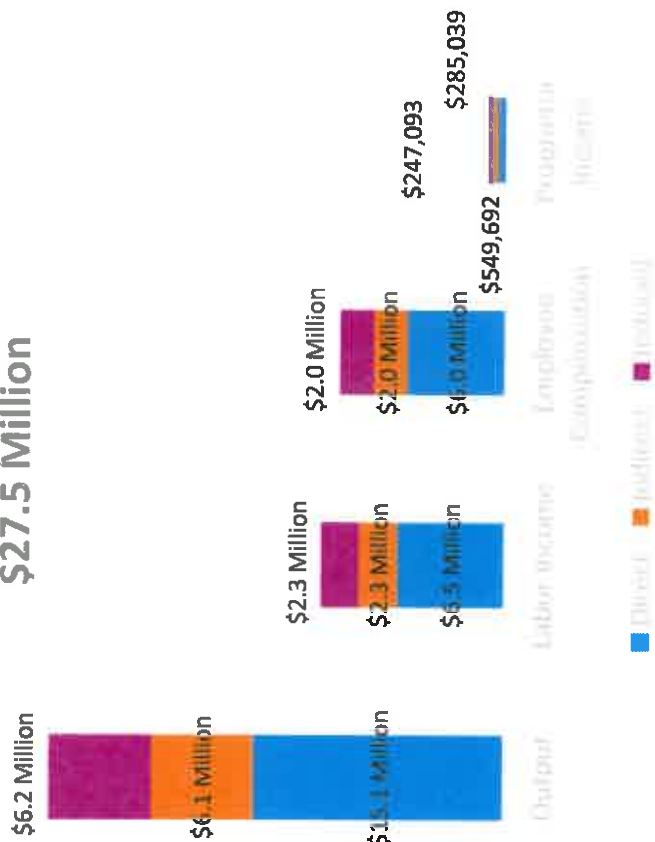
**TOTAL IMPACT:**  
\$41.8 Million



471  
Employed

## Out of State: Other

**TOTAL IMPACT:**  
\$27.5 Million



313  
Employed



# ECONOMIC CONTRIBUTION PER GROUP

## Non-County: Spring Training

**TOTAL IMPACT:**  
**\$923,231**



\$75,311



\$67,131



\$8,181



\$9,912



**10**  
**Employed**

## Non-County: Other

**TOTAL IMPACT:**  
**\$421,360**



\$33,529



\$29,887



\$3,642



**5**  
**Employed**



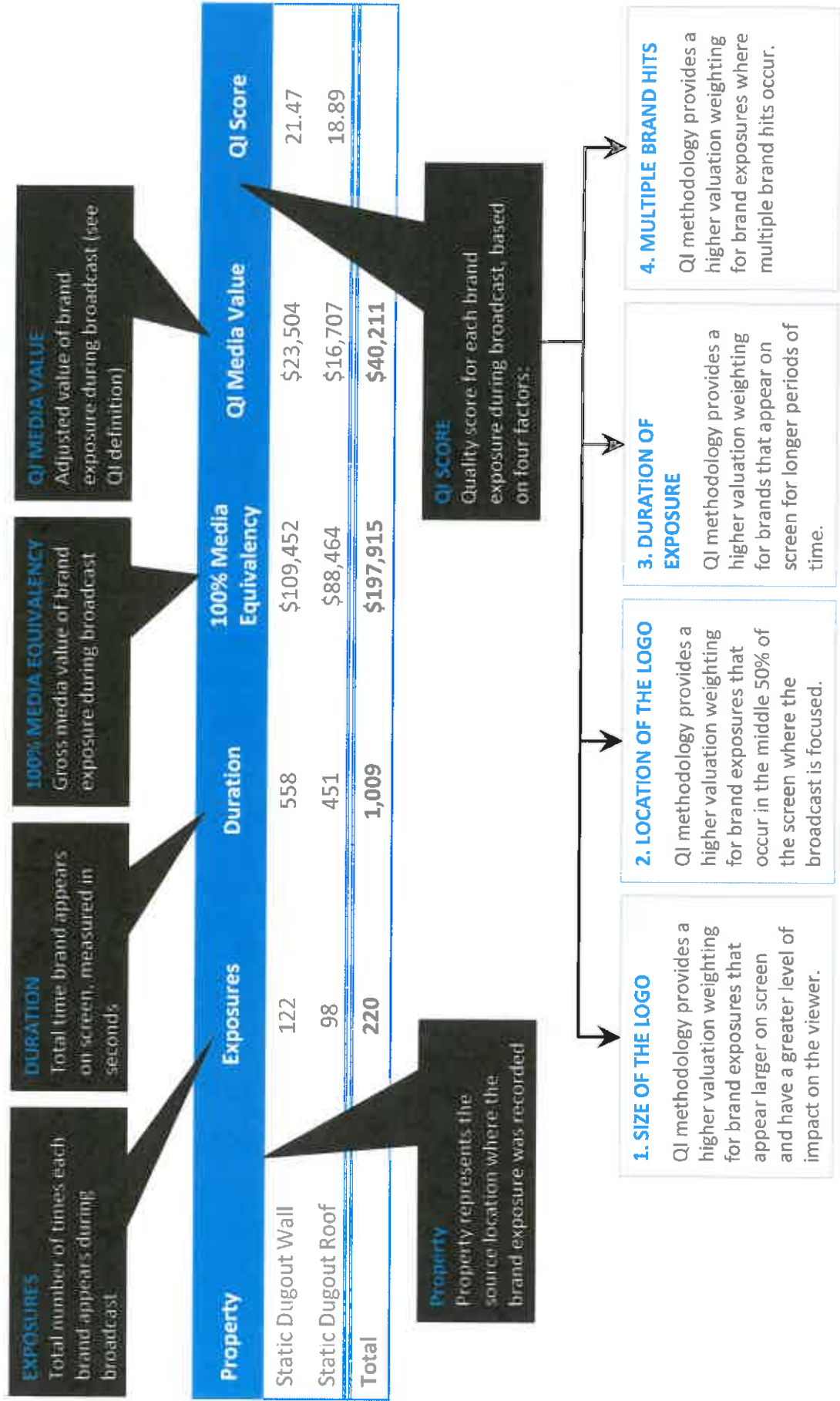


# ANNUAL MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS

- Average Annual Spring Training Broadcast Exposure
- Average Annual Online Earned Media
- 2016 Social Media Engagement Value
- 2016 Earned Verbal Mentions during news and sports highlights shows in Canada and the United States

*All values are represented in USD*

# HOW TO INTERPRET NIELSEN SPORTS DATA



# KEY FINDINGS



**\$4.5  
Million**



Average annual amount of discounted media value that Dunedin and the wider Pinellas County earns during Spring Training television broadcasts in Canada as well as online, social media and through earned mentions in peripheral programming across North America.



**\$112.5  
Million**



Should the *Blue Jays* continue to hold Spring Training in Dunedin for 25 years beyond the 2017 season, the earned media value generated for the benefit of Pinellas County over that period would be \$112.5 Million.



**268,000**



As the only Major League Baseball team in Canada, the *Toronto Blue Jays* have very strong viewership numbers for Spring Training game telecasts. In 2016, the team's average viewership per game was 330,000, which is 1.25X+ higher than the average US team's audience on ESPN and MLB Network during the *Regular Season* (Person's 18+). In 2015, the *Blue Jays* average Spring Season game telecast viewership was 205,000, resulting in an annual average of 268,000 (Persons 18+).

### WHAT'S INCLUDED:

The following valuation is measuring the exposure of Dunedin, St. Petersburg-Clearwater and wider Pinellas County through dedicated game coverage on TV in Canada and through editorial mentions within US and Canadian online media, verbal mentions during sports and news television programming in the US and Canada, and across the *Toronto Blue Jays'* social media channels (Twitter, Facebook, and Instagram). Not included in the valuation are any additional exposure opportunities through peripheral broadcasts (Sports News and highlights programming), Print exposure or Radio exposure (such as Toronto Blue Jays Spring Training radio broadcasts in Canada). These were excluded solely due to difficulty of measurement and not due relevance.

# AVERAGE ANNUAL MEDIA EXPOSURE DELIVERED BY TORONTO BLUE JAYS\*

(summarizes the media value delivered to the benefit of Dunedin and wider Pinellas County)

**SPRING TRAINING REPORT**

**\$4.5 Million**  
TOTAL VALUE

**1,682** EXPOSURES

**3 HRS 34 MIN 45 SEC** VISIBILITY

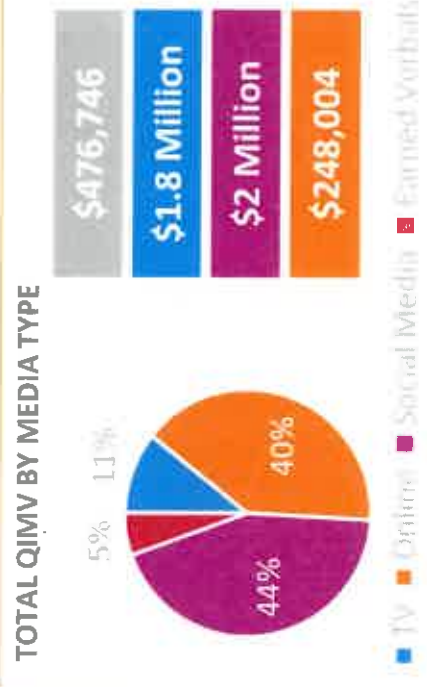
**\$1,564,922** 100% MEDIA EQUIVALENCY

**\$476,746** Q1 MEDIA VALUE

**\$1.8 Million** ONLINE MEDIA VALUE

**\$2 Million** SOCIAL MEDIA VALUE

**\$248,004** EARNED VERBAL MENTIONS

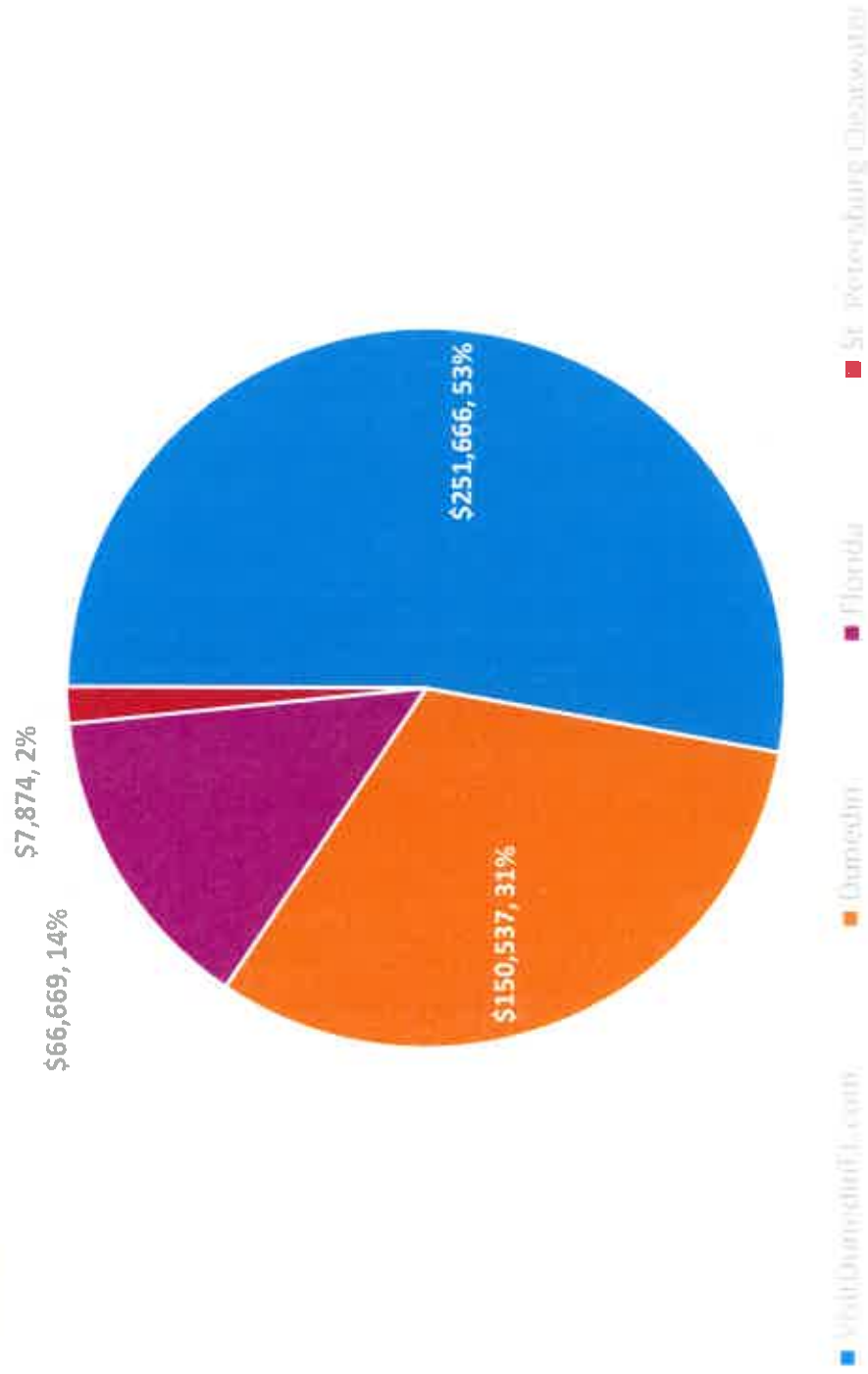


\*Spring Training television broadcasts require permits to film in parks 2015 and 2016 due to variances in stadium seating and differences in equipment and layout dates. \*\*2016: National Home Plate signage only appeared in 2015. Due to live on-screen different signage locations in stadium can make it difficult to identify highly visible signage when live on-air throughout live of specific key call-outs and are each valued at a second of full exposure. While certain live hits, game broadcasts and other television coverage may contain longer discussions of Dunedin, Pinellas County, local weather and other matters. Nielsen Sports does not track confirmed conversation about same or apply any contextual uplifts in its methodology. Source: Nielsen Sports

# CANADIAN TELEVISION BROADCAST EXPOSURE

Media value for Dunedin and wider Pinellas County\*

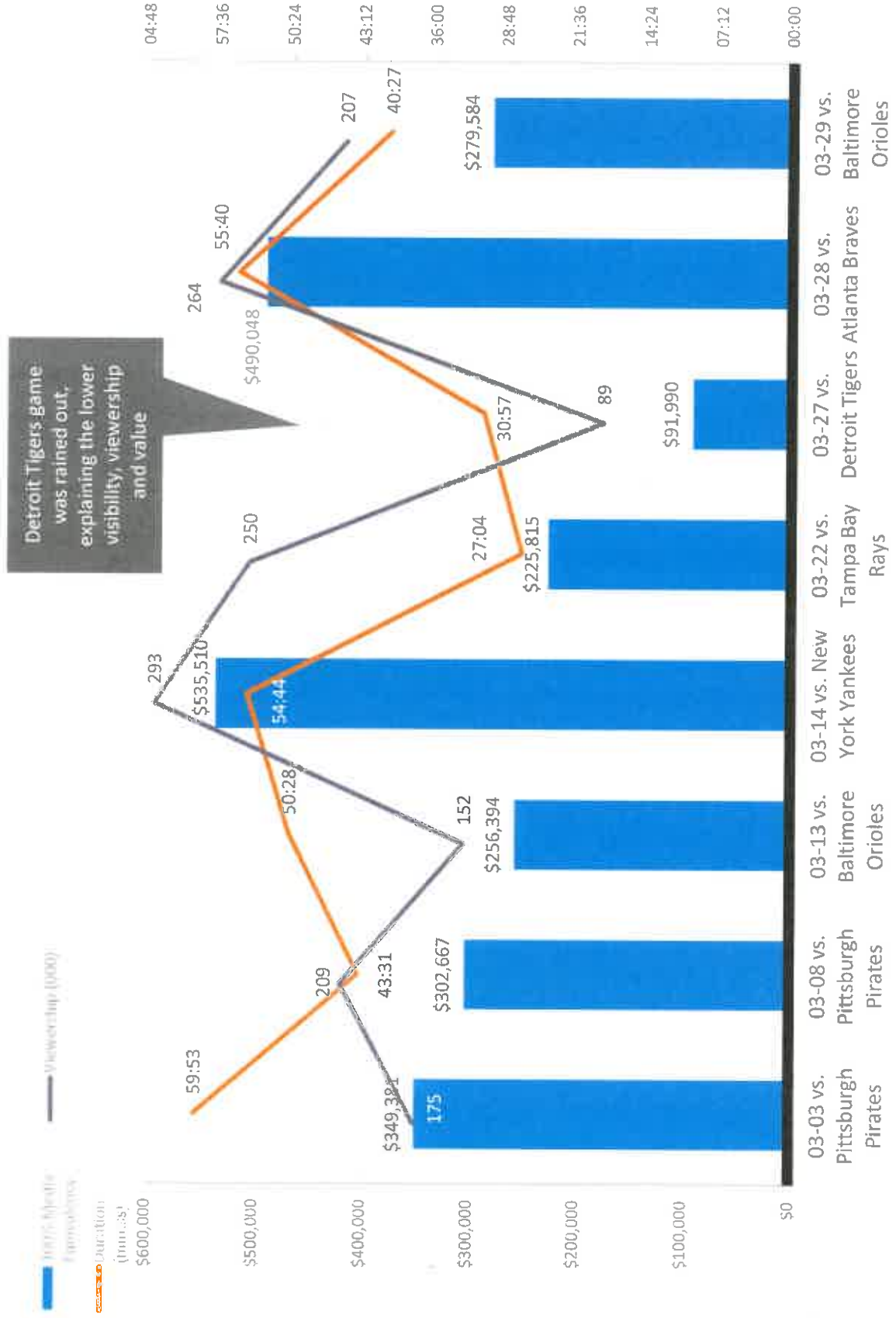
## Q1 MV BY BRAND



\* Proportion (and value) of exposure for specific properties is heavily dependent on in-stadium signage content and locations. Therefore, a specific brand or property's share of exposure can be modified through modifications to in-stadium signage.  
Source: Nielsen Sports

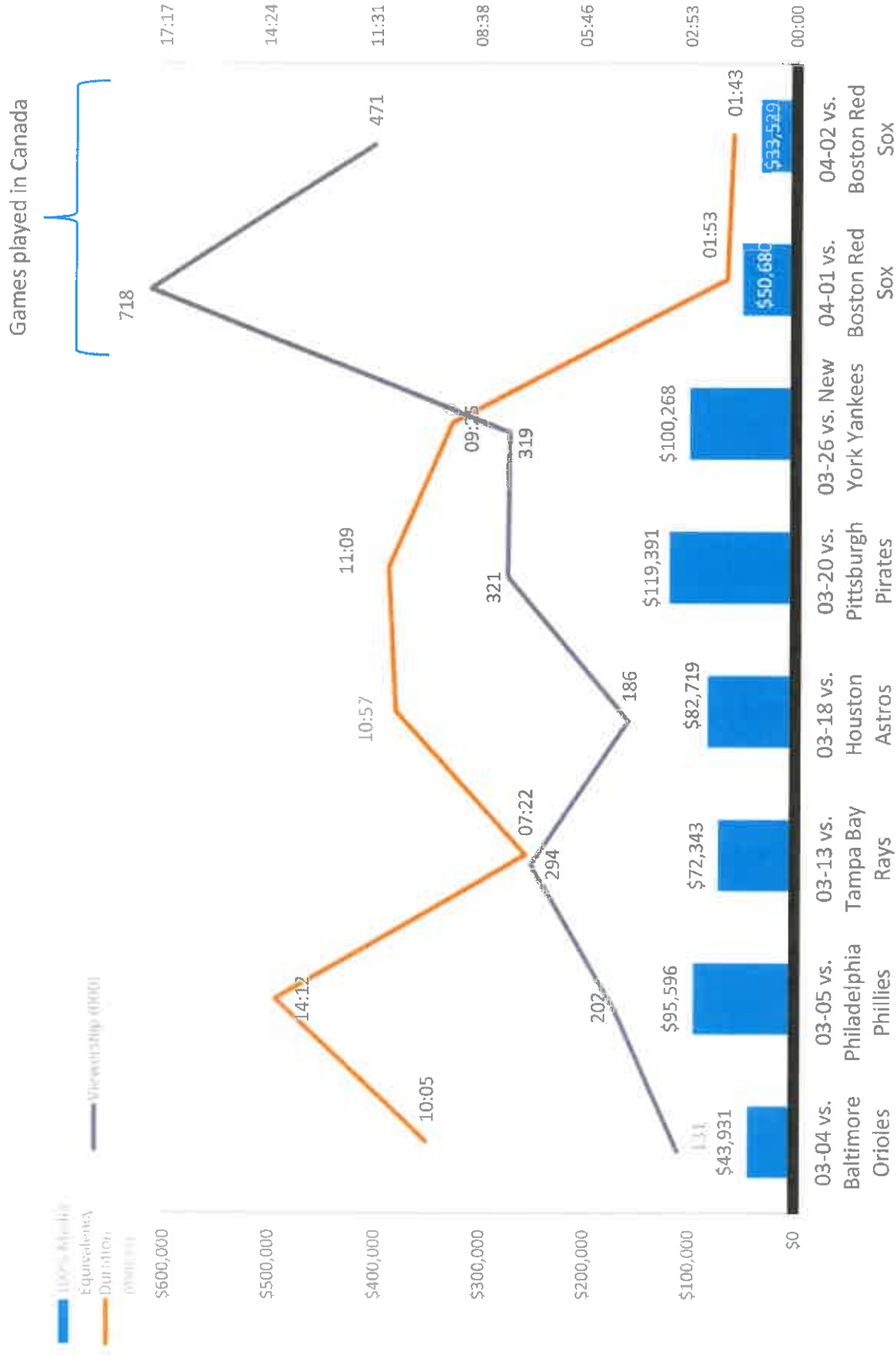


# 2015 TORONTO BLUE JAYS SPRING TRAINING TELEVISION BROADCAST EXPOSURE





# 2016 TORONTO BLUE JAYS SPRING TRAINING TELEVISION BROADCAST EXPOSURE\*



\*Primary reason for different valuation in 2016 vs 2015 was that static Behind Home Plate signage appeared in 2015 but not in 2016, reducing overall time on screen for measured advertising.  
Source: Nielsen Sports

# SAMPLE IMAGES 2015



Static Board - Field Level Home Plate



Postcard



Static Board - Outfield Wall



Static Board - Outfield Wall



TVGI - Text



Static Board - Outfield Wall



# SAMPLE IMAGES 2016



Static Board - Outfield Wall



Postcard Shot -



On Surface Branding -



Static Board - Field Level Foul Ball Line



TVGI - Text



Rotating Board - Field Level Home Plate

# ONLINE EARNED MEDIA EXPOSURE VALUE

**12,444**  
**ARTICLES**

**\$1.8 Million**  
**DISCOUNTED MEDIA VALUE**

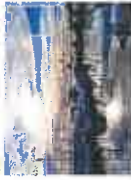
**446 Million**  
**REACH**

SHARE OF VALUE



## TRAVEL

### Florida fun for visitors during Toronto Blue Jays spring training



**STURBRIDGE, Ont.** — You haven't experienced South Beach's hot weather, but you can enjoy the sun and sand at the beach during Toronto Blue Jays spring training in Sturbridge, Ont. The team is currently in Sturbridge, Ont. for spring training and is looking for a place to relax and enjoy the sun. The team is currently in Sturbridge, Ont. for spring training and is looking for a place to relax and enjoy the sun. The team is currently in Sturbridge, Ont. for spring training and is looking for a place to relax and enjoy the sun.

**STURBRIDGE, Ont.** — You haven't experienced South Beach's hot weather, but you can enjoy the sun and sand at the beach during Toronto Blue Jays spring training in Sturbridge, Ont. The team is currently in Sturbridge, Ont. for spring training and is looking for a place to relax and enjoy the sun. The team is currently in Sturbridge, Ont. for spring training and is looking for a place to relax and enjoy the sun.

## SPORTS

### Blue Jays, Phillies tie in spring training



**PHILADELPHIA** — After a blowout win over the Toronto Blue Jays in their final game of the season, the Philadelphia Phillies tied the Jays in their final game of the season. The Phillies tied the Jays in their final game of the season. The Phillies tied the Jays in their final game of the season.

**PHILADELPHIA** — After a blowout win over the Toronto Blue Jays in their final game of the season, the Philadelphia Phillies tied the Jays in their final game of the season. The Phillies tied the Jays in their final game of the season. The Phillies tied the Jays in their final game of the season.



# Articles

6,...

5,...

Reach

3...

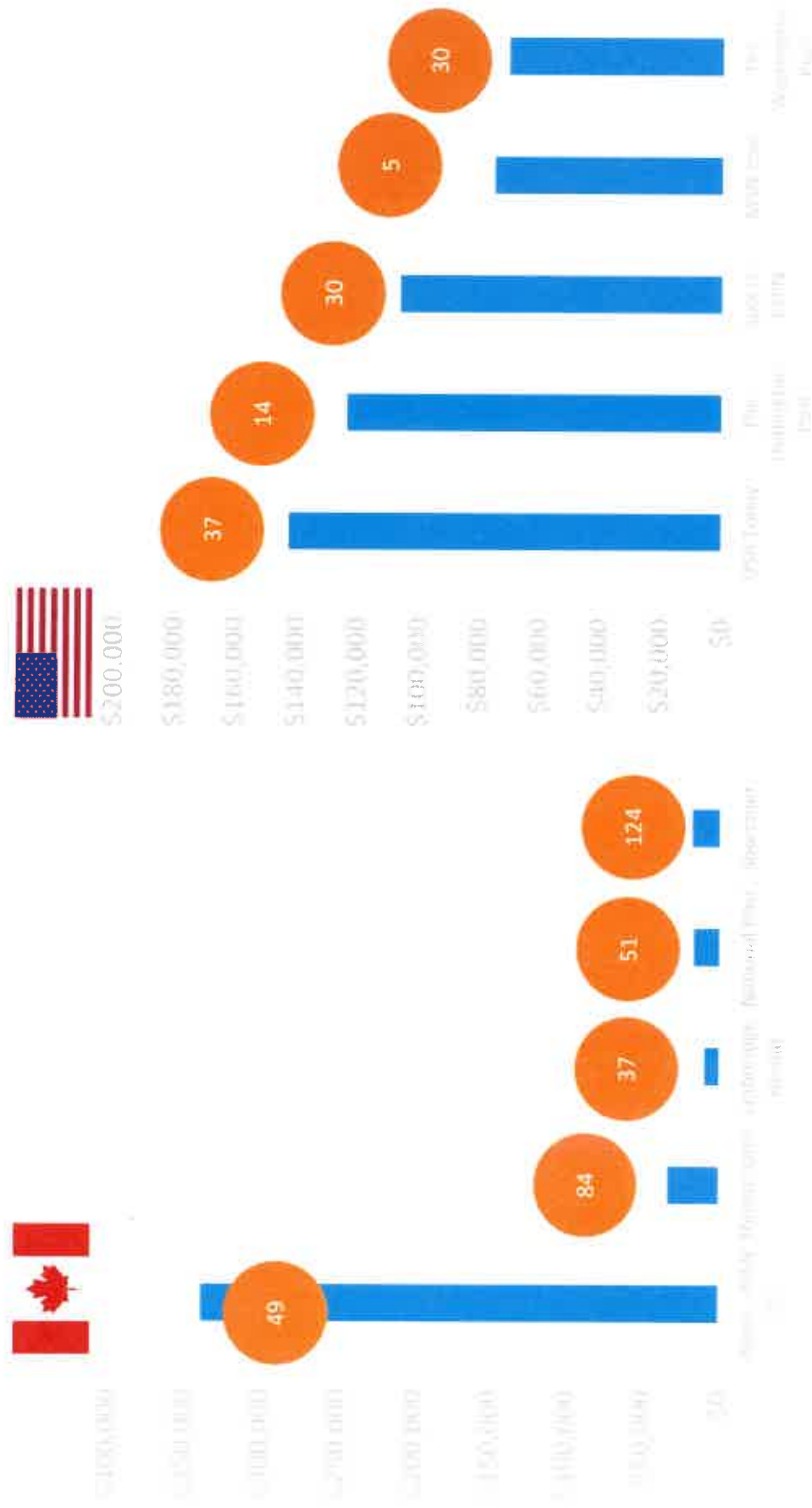
1...

Value

\$...

\$...

# TOP 5 SOURCES BY VALUE







# SOCIAL MEDIA ENGAGEMENT VALUE

**Blue Jays**  
 Some new wall graphics inside our Dunedin clubhouse

**Media Value**  
**\$1.2 Million**

**twitter**

Favorite	76,969
Retweet	27,488
Reply	1,195
Video Views	29,620

**Toronto Blue Jays**  
 Weds it all come together, the sights and sounds from Dunedin

**Media Value**  
**\$481,462**

**facebook**

Likes	238,756
Shares	34,942
Comments	5,810
Video Views	1.7 Million

**Blue Jays**

**Media Value**  
**\$299,179**

**Instagram**

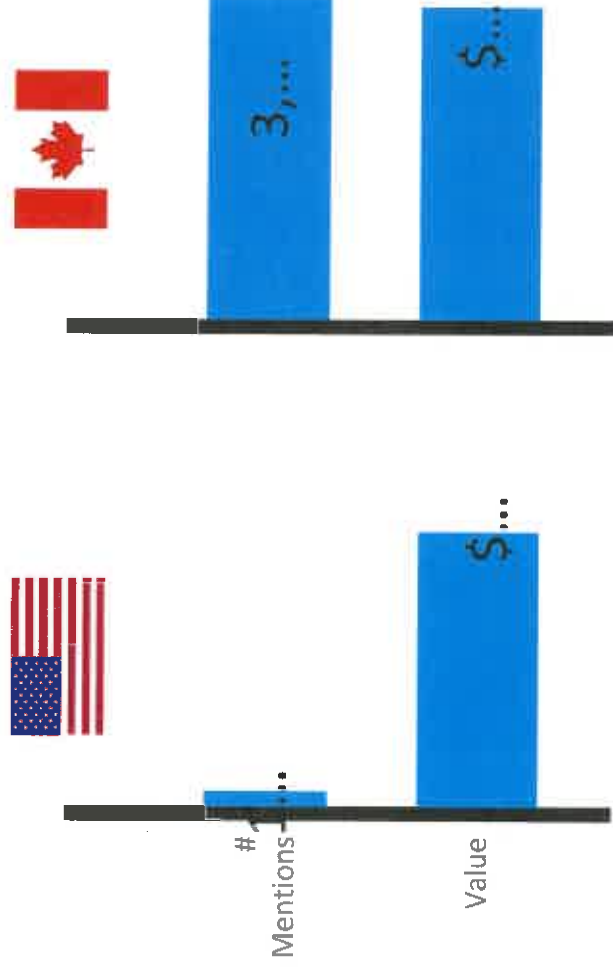
Likes	1.3 Million
Comments	11,296
Video Views	83,200

# EARNED VERBAL MENTIONS (TV ONLY)

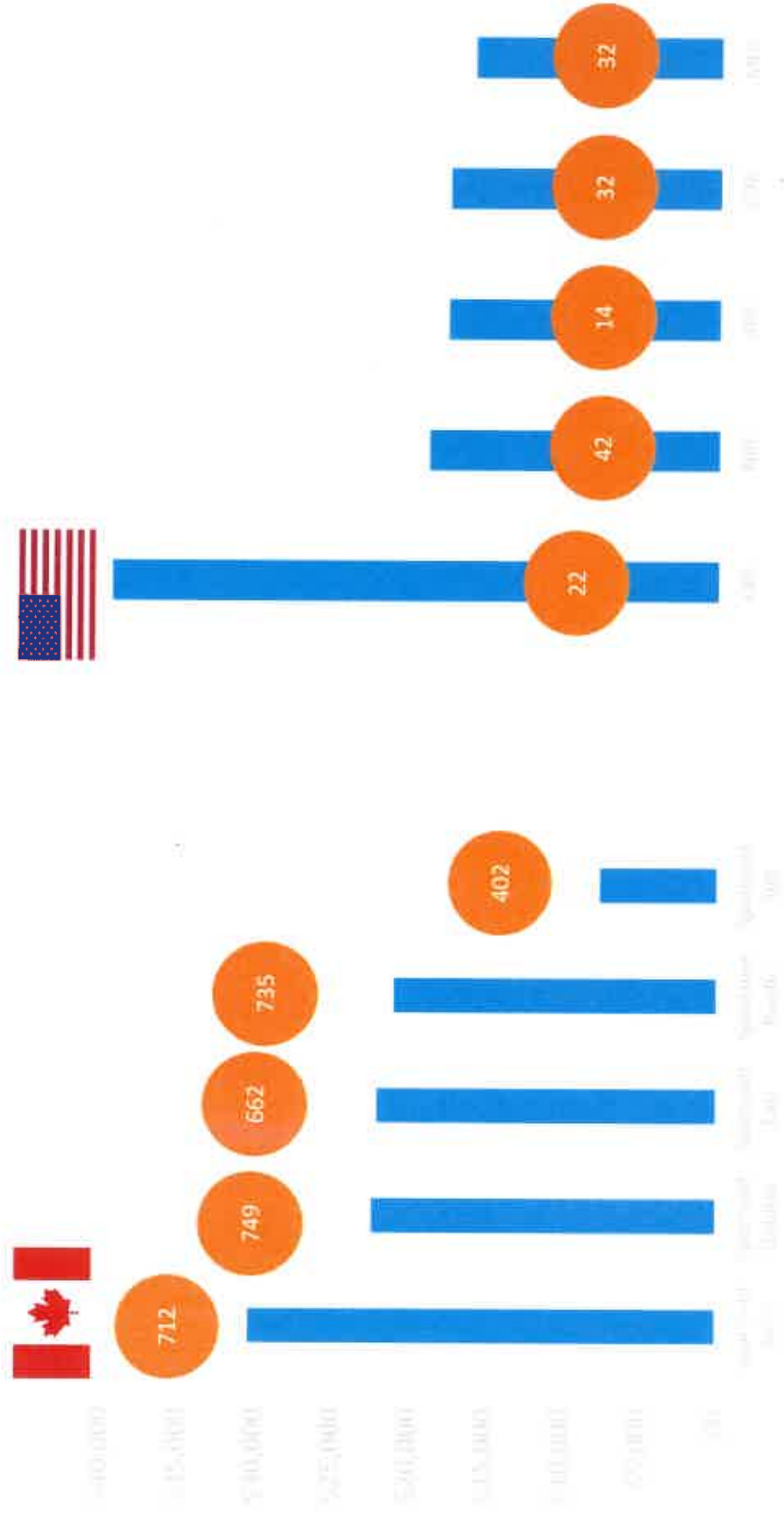
**3,881**  
ON AIR MENTIONS  
**\$248,004**  
MEDIA VALUE



Elsewhere in the Grapefruit League, the Mets took on the Blue Jays in **Dunedin** this afternoon. Bartolo Colon gave up three hits and struck out six over six innings. Patrick



# TOP 5 NETWORKS BY VALUE



# Number of Mentions on that network



## APPENDIX

- Economic Impact Methodology
- Economic Impact Glossary
- Economic Impact Summary Table
- Florida Non County Attendees; Primary Trip Purpose: Spring Training
- Out of State Attendees; Primary Trip Purpose: Spring Training
- Florida Non County Attendees; Primary Trip Purpose: Other
- Out of State Attendees; Primary Trip Purpose: Other
- Economic Impact Expenditure Table
- Canadian TV Broadcast Exposure Table



# ECONOMIC IMPACT METHODOLOGY

## Economic Impact Analysis Using IMPLAN

The IMPLAN program was used to assess the economic contribution of the following spending upon Pinellas County: (i) spending by the *Toronto Blue Jays*, and (ii) spending by *Blue Jays Spring Training*-generate visitors County. The IMPLAN program is widely accepted by researchers because it uses multipliers for specific outputs to estimate the impact that spending generates upon labor income and employment. Many federal and state agencies have adopted the IMPLAN model for their economic analysis. These agencies include but are not limited to the following: Bureau of Economic Analysis, United States Department of Agriculture (USDA), U.S. Forest Service, Florida Labor Market Statistics, Florida Department of Environmental Protection, and many other similar agencies in Florida and throughout the country.

IMPLAN uses a methodology based upon the application of various multipliers to calculate specific multipliers for output, labor income, and employment individually. Data are collected for 528 distinct industry sectors at the national, state and local economic levels. IMPLAN captures direct, indirect and induced effects on output, labor income and employment in all industries comprising local economies. The strength of the IMPLAN multiplier is the integration of the input-output table within its software program with a set of accounts (e.g., sectors, household, government, capital) to represent the complete set of revenue and income flows between production, income, consumption, investment, and trade. Thus, the multipliers are dynamic and fluctuating and have to be calculated for each economic impact analysis.

The economic impact involving spending by the *Toronto Blue Jays* organization related to Pinellas County was calculated using IMPLAN and documents that the total impact on output (Direct + Indirect + Induced) related to the *Toronto Blue Jays* spending information reported in this study is \$21.4 million.

A further \$70.6 million was generated as a result of *Blue Jays Spring Training*-generated visitor spending during the 2016 Spring Training Season, bringing the annual total of economic impact of the two components to \$92 million.

# ECONOMIC IMPACT METHODOLOGY

## Economic Impact Analysis Using IMPLAN

IMPLAN uses employee compensation (i.e., wage and salary payments as well as benefits, including health and life insurance, retirement payments and other non-cash compensation) and proprietor's incomes when calculating the impact of labor income. Total labor income generated by those Pinellas County residents related to employee compensation received through direct spending by the *Toronto Blue Jays* was estimated at \$7.09 million and supported an estimated total of 135.8 new full-and part-time employees in the area.

The total output multiplier (Direct + Indirect + Induced Impacts/Direct Impact) related to employee compensation is 1.57. That is, dollars spent by the Toronto Blue Jays associated with employee contributions turn over 1.57 times on average, to the total value of output in all sectors in Pinellas County. The total labor income multiplier for Pinellas County is 1.53. This means for every dollar change in income related to the *Toronto Blue Jays* spending, it will produce a total income change of \$1.53 in the local economy. Finally, the total employment multiplier for the region is 1.58. It indicates that the creation of one new direct job related to spending by the *Toronto Blue Jays* results in a total of 1.58 jobs in the local economy.

# GLOSSARY OF ECONOMIC IMPACT TERMS

**Direct effect:** production changes associated with changes in demand for the good itself; it is an initial impact on the economy.

**Employee compensation:** wage and salary payments as well as benefits, including health and life insurance, retirement payments and other non-cash compensation.

**Employment multiplier:** for every million dollar change in final-demand spending (direct output), the change in employment (jobs).

**Indirect effect:** the secondary impact caused by changing input needs of directly affected industries (e.g., additional input purchases to produce additional output).

**Induced effect:** caused by changes in household spending due to the additional employment generated by direct and indirect effects.

**Labor income:** consists of employee compensation and proprietary income.

**Labor income multiplier:** for every dollar change in final-demand spending (direct output), the change in income received by households.

**Output:** industry output is a measure of the value of goods and services produced in the study area.

**Output multiplier:** An output multiplier for a sector is defined as the total production in all sectors of the economy that is necessary to satisfy a dollar's worth of final demand for that sector's output (Miller and Blair, 1985). In other words, every dollar change in final-demand spending (direct output) changes the total value of output in all sectors.

**Proprietary income:** consists of payments received by self-employed individuals as income. This includes income received by private business owners, doctors, lawyers and so forth.

# GLOSSARY OF MEDIA EXPOSURE TERMS

## **NUMBER OF EXPOSURES (NUMBER)**

The number of exposures a property generates is the number of independent sequences of exposure a brand-property combination generates. In regards to its usefulness in analysis, it can be used to assess the number of times a signage point is seen uniquely.

## **SUM OF DURATION ON SCREEN (SECONDS)**

Duration on screen is probably the most common comparative used as it is a pure measure. There are no external factors such as audience, cost per thousand, or the quality of location in play. It is suitable in assessing pure exposure capture for share of voice within a shared property such as LED Signage, or if looking at a specific property year on year where a logo or setup may have changed.

## **AVERAGE EXPOSURE DURATION (SECONDS)**

The average exposure duration gives a snapshot view of the average duration on screen per exposure for a property.

Average exposure size (% of total screen size)

The average exposure size represents the average size on screen for the hits collected for each exposure. It can give a basic view on hit size for a property.

## **100% MEDIA EQUIVALENCY**

100% media equivalency brings an added layer of audience and cost per thousand on top of the duration comparison. It is suitable

if an analysis is needed where weight of exposure (duration), and the audience and cost per thousand is factored in, but the quality or impact of the exposure is not.

## **QI MEDIA VALUE**

This is the most common method of comparison as it comprises all elements of the equation – weight of exposure, audience, cost per thousand, and quality of the exposure (QI media value). This is the best method for overall appraisals of sponsorships and inventory, particularly in comparison to investment.

## **QI SCORE**

QI Score is an excellent comparison of the actual exposure quality and impact between and logos and properties. If the QI Score is devised for an overall sponsorship, it can act as a guide on which a mix of properties is the optimum from a pure quality and impact perspective, not counting weight of exposure, audience, or cost per thousand.

## **SCREEN LOCATION**

Screen location can be used to make an assessment of the location of the hits on screen. Location A is the center of the screen.

Location B is the cumulative figure for hit in location B, C, D and E

## **ONLINE MEDIA REACH**

Aggregated number of average daily visitors across the sites with *Blue Jays* coverage in Pinellas County

# 2016 TORONTO BLUE JAYS

## Spring Training Economic Impact Summary Table

2016 Toronto Blue Jays Spring Training Update	Attendance Numbers	%	Average Length of Stay	Average Party Size	Average \$ Per Party Per Day	Direct Spending	Total Spending
Florida, In-County Attendees: Primary Trip Purpose: All	15,257	21%					
Florida, Non-County Attendees: Primary Trip Purpose: Spring Training	10,317	14.2%	0.8	3.1	\$196.81	\$541,519	\$923,231
Out of State Attendees: Primary Trip Purpose: Spring Training	23,539	32.4%	7.4	3.3	\$481.61	\$25,421,774	\$41,807,684
Florida, Non-County Attendees: Primary Trip Purpose: Other	4,577	6.3%	0.6	3.6	\$314.90	\$240,220	\$421,360
Out of State Attendees: Primary Trip Purpose: Other	18,962	26.1%	7.9	3.5	\$419.04	\$17,935,051	\$27,508,672
<b>Total</b>	<b>72,652</b>	<b>100%</b>				<b>\$44,138,564</b>	<b>\$70,660,948</b>

Source: Bonn Marketing. Data presented may be rounded.

# 2016 TORONTO BLUE JAYS

Florida, Non-County Attendees; Primary Trip Purpose: Spring Training

Florida, Non-County Attendees; Primary Trip Purpose: Spring Training	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$29.40	14.9%	\$78,272.92	\$137,914.70
Food and Beverage	\$59.66	30.31%	\$158,835.46	\$279,863.63
Grocery	\$14.14	7.2%	\$37,645.55	\$66,330.40
Admission	\$50.02	25.4%	\$133,170.46	\$234,642.62
Golf	-	0.0%		\$0.00
Museums	\$0.35	3.4%	\$18,474.74	\$1,641.84
Evening	\$13.39	6.8%	\$35,648.79	\$62,812.17
Transportation	\$22.13	11.2%	\$58,917.68	\$103,811.30
Shopping	\$7.68	3.9%	\$20,446.80	\$36,026.70
Other	\$0.04	0.0%	\$106.49	\$187.64
<b>Total</b>	<b>\$196.81</b>	<b>100%</b>	<b>\$541,518.90</b>	<b>\$923,231.00</b>

Source: Bonn Marketing. Data presented may be rounded.



# 2016 TORONTO BLUE JAYS

## Out of State Attendees; Primary Trip Purpose: Spring Training

Out of State Attendees; Primary Trip Purpose: Spring Training	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$133.40	27.70%	\$7,041,516.38	\$11,580,210.22
Food and Beverage	\$91.02	18.90%	\$4,804,488.91	\$7,901,279.87
Grocery	\$28.34	5.88%	\$1,495,926.34	\$2,460,143.61
Admission	\$80.12	16.64%	\$4,229,132.63	\$6,955,070.79
Golf	\$14.76	3.06%	\$779,106.31	\$1,281,288.63
Museums	\$0.20	0.04%	\$10,557.00	\$17,361.63
Evening	\$41.54	8.63%	\$2,192,688.08	\$3,606,011.49
Transportation	\$51.14	10.62%	\$2,699,423.90	\$4,439,369.95
Shopping	\$40.52	8.41%	\$2,138,847.40	\$3,517,467.15
Other	\$0.57	0.12%	\$30,087.44	\$49,480.66
<b>Total</b>	<b>\$481.61</b>	<b>100.00%</b>	<b>\$25,421,774.39</b>	<b>\$41,807,684</b>

Source: Bonn Marketing. Data presented may be rounded.

# 2016 TORONTO BLUE JAYS

Florida, Non-County Attendees; Primary Trip Purpose: Other

Florida, Non-County Attendees; Primary Trip Purpose: Other	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$100.18	31.8%	\$76,421.91	\$134,048.41
Food and Beverage	\$87.23	27.7%	\$66,543.06	\$116,720.33
Grocery	\$10.25	3.3%	\$7,819.17	\$13,715.27
Admission	\$50.21	15.9%	\$38,302.50	\$67,184.77
Golf	\$2.53	0.8%	\$1,930.00	\$3,385.33
Museums	\$9.77	3.1%	\$7,453.01	\$13,073.00
Evening	\$10.59	3.4%	\$8,078.54	\$14,170.22
Transportation	\$42.67	13.6%	\$32,550.64	\$57,095.68
Shopping	\$1.45	0.5%	\$1,106.13	\$1,940.21
Other	\$0.02	0.0%	15.25692	\$26.76
<b>Total</b>	<b>\$314.90</b>	<b>100.00%</b>	<b>\$240,220.21</b>	<b>\$421,360</b>

Source: Bonn Marketing. Data presented may be rounded.



# 2016 TORONTO BLUE JAYS

## Out of State Attendees; Primary Trip Purpose: Other

Out of State Attendees; Primary Trip Purpose: Other	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$66.23	15.8%	\$2,834,665.93	\$4,347,793.40
Food and Beverage	\$82.45	19.7%	\$3,528,887.30	\$5,412,585.93
Grocery	\$39.12	9.3%	\$1,674,348.95	\$2,568,106.26
Admission	\$70.78	16.9%	\$3,029,407.43	\$4,646,486.74
Golf	\$8.22	2.0%	\$351,818.72	\$539,617.42
Museums	\$1.67	0.4%	\$71,476.55	\$109,630.30
Evening	\$21.03	5.0%	\$900,090.96	\$1,380,554.06
Transportation	\$61.85	14.8%	\$2,647,200.48	\$4,060,260.03
Shopping	\$67.40	16.1%	\$2,884,742.32	\$4,424,600.26
Other	\$0.29	0.1%	\$12,412.10	\$19,037.60
<b>Total</b>	<b>\$419.04</b>	<b>100.0%</b>	<b>\$17,935,050.74</b>	<b>\$27,508,672</b>

Source: Bonn Marketing. Data presented may be rounded.

# 2016 TORONTO BLUE JAYS

## Spring Training Overall Economic Impact

2016 Toronto Blue Jays Spring Training Update		Direct	Indirect	Induced	Total	Multiplier
Florida, Non-County Attendees: Primary Trip Purpose: Spring Training	Output	\$505,076	\$211,294	\$206,861	\$923,231	1.83
	Labor Income	\$213,263	\$79,467	\$75,311	\$368,042	1.73
	Employment	7.1	1.6	1.7	10.3	1.45
	Employee Compensation	\$195,075	\$69,555	\$67,131	\$331,761	1.70
	Proprietor Income	\$18,188	\$9,912	\$8,181	\$36,281	1.99
	Output	\$23,148,263	\$9,228,530	\$9,430,890	\$41,807,684	1.81
Out of State Attendees: Primary Trip Purpose: Spring Training	Labor Income	\$9,800,624	\$3,538,409	\$3,433,400	\$16,772,432	1.71
	Employment	324.6	68.8	77	470.5	1.45
	Employee Compensation	\$9,115,004	\$3,106,162	\$3,060,445	\$15,281,611	1.68
	Proprietor Income	\$685,620	\$432,247	\$372,954	\$1,490,821	2.17
	Output	\$233,812	\$95,448	\$92,099	\$421,360	1.80
	Labor Income	\$93,602	\$36,625	\$33,529	\$163,756	1.75
Florida, Non-County Attendees: Primary Trip Purpose: Other	Employment	3.1	0.7	0.8	4.5	1.45
	Employee Compensation	\$87,991	\$32,171	\$29,887	\$150,049	1.71
	Proprietor Income	\$5,611	\$4,454	\$3,642	\$13,707	2.44
	Output	\$15,134,852	\$6,125,592	\$6,248,228	\$27,508,672	1.82
	Labor Income	\$6,516,508	\$2,325,261	\$2,274,762	\$11,116,532	1.71
	Employment	217	45.1	51	313.1	1.44
Out of State Attendees: Primary Trip Purpose: Other	Employee Compensation	\$5,966,816	\$2,040,222	\$2,027,670	\$10,034,708	1.68
	Proprietor Income	\$549,692	\$285,039	\$247,093	\$1,081,824	1.97
	Output	\$39,022,004	\$15,660,865	\$15,978,079	\$70,660,948	1.81
	Labor Income	\$16,623,997	\$5,979,762	\$5,817,002	\$28,420,762	1.71
	Employment	551.8	116.2	130.5	798.5	1.45
	Employee Compensation	\$15,364,886	\$5,248,110	\$5,185,133	\$25,798,129	1.68
Proprietor Income	\$1,259,111	\$731,652	\$631,870	\$2,622,632	2.08	

Source: Bonn Marketing. Data presented may be rounded.



# 2015 TORONTO BLUE JAYS SPRING TRAINING

## Canadian TV Broadcast Exposure

Brand	Location	Exposures	Duration	100% Media Equivalency	QI Media Value	QI Score
VisitDunnedinFL.com	Static Board Field Leaves Home Plate	2,245	20,112	\$2,347,760	\$470,926	19.93
	Static Board Outfield Wall	72	149	\$16,253	\$3,748	23.15
Florida	Verbal Mention	85	340	\$36,113	\$36,113	100.00
	Postcard Shot	59	624	\$71,940	\$71,940	100.00
Dunnedin - Florida	Verbal Mention	102	408	\$43,738	\$43,738	100.00
	TVGI Text	11	64	\$7,713	\$2,187	33.48
St. Petersburg Clearwater	Static Board Outfield Wall	28	62	\$6,891	\$1,811	24.56
	Verbal Mention	3	17	\$1,481	\$1,481	100.00
<b>TOTAL</b>		<b>2,605</b>	<b>21,764</b>	<b>\$2,531,388</b>	<b>\$631,944</b>	<b>60.23</b>

# 2016 TORONTO BLUE JAYS SPRING TRAINING

## Canadian TV Broadcast Exposure

Brand	Location	Exposures	Duration	100% Media Equivalency	QI Media Value	QI Score
Dunedin	Postcard Shot	54	901	\$157,944	\$157,944	100.00
	Verbal Mention	35	140	\$24,249	\$24,249	100.00
	TVGI Test	5	38	\$5,293	\$1,015	19.38
Florida	On Surface Branding	448	1,706	\$235,372	\$64,946	27.59
	Verbal Mention	44	176	\$32,280	\$32,280	100.00
VisitDunedinFL.com	Relating Field Level Home Plate	125	917	\$123,090	\$27,483	22.31
	Static Field Level Foul Ball Line	22	41	\$5,476	\$1,175	21.46
St. Petersburg Clearwater	Verbal Mention	13	52	\$11,363	\$11,363	100.00
	Static Board outfield wall	12	35	\$4,389	\$1,093	24.91
<b>Total</b>		<b>758</b>	<b>4,006</b>	<b>\$598,456</b>	<b>\$321,549</b>	

# QUALITY INDEX (QI) METHODOLOGY

Nielsen Sports analyzes over 100,000 hours of sports broadcast annually using this approach. This is the established global measure on brand exposure in video content.

- Our unique image detection technology analyzes video content across digital platforms
- The technology drives consistency, data quality and efficiency for our media products and outputs ...

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RESEARCH LED APPROACH TO  
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AUDIENCE DATA & COST PER  
THOUSANDS USED TO VALUE  
EXPOSURE BY MARKET &  
DEMOGRAPHIC





BONN MARKETING, INC  
3758 PINEY GROVE DRIVE  
TALLAHASSEE, FLORIDA 32311

NIELSEN SPORTS  
1010 WASHINGTON BLVD  
STAMFORD, CT 06901

**MARK A. BONN, Ph.D.**

PHONE: 850.567.1826  
BONN3049@COMCAST.NET

**SCOTT HOROWITZ**

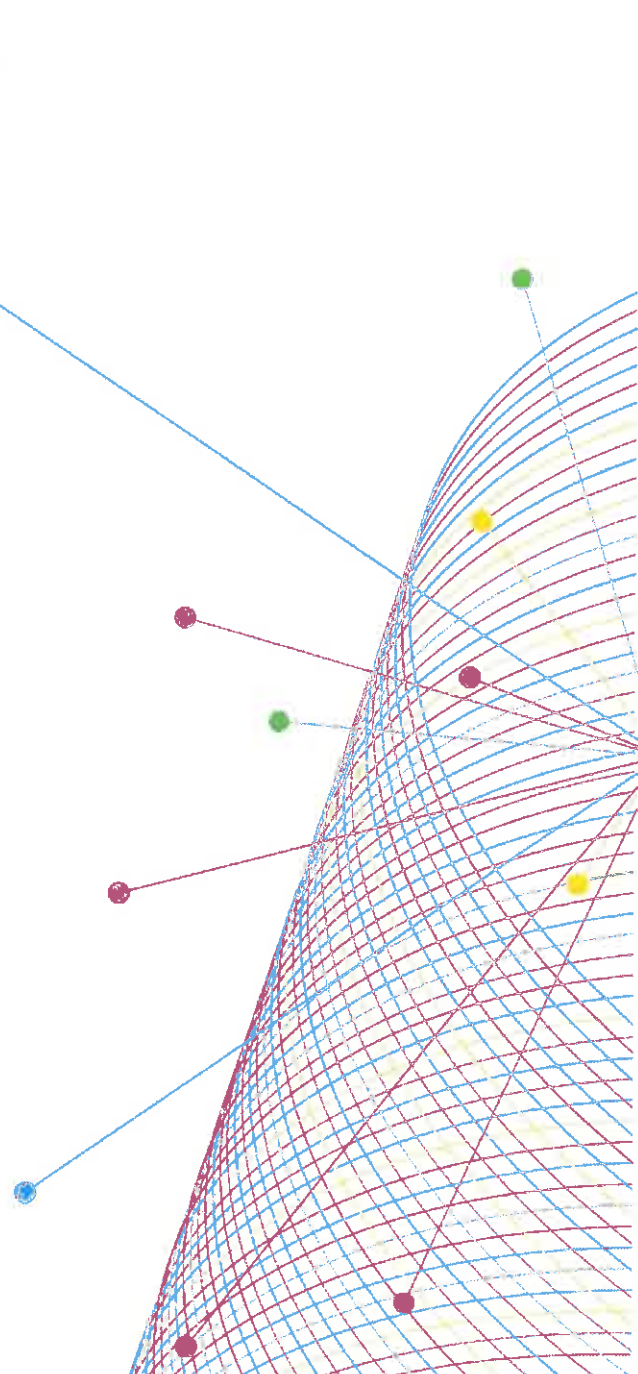
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**GEORGINA WEBB**

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GEORGINA.WEBB@NIELSEN.COM

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OF THE CONSUMER™



**City of Lakeland  
(Detroit Tigers)**

FLORIDA DEPARTMENT OF  
ECONOMIC OPPORTUNITY

2018 ANNUAL REPORT

TIGERTOWN SPRING TRAINING FACILITIES



SUBMITTED BY:





# ANNUAL REPORT

## APPLICANT

- |                                     |                  |
|-------------------------------------|------------------|
| 1. Name of Applicant:               | City of Lakeland |
| 2. Federal Employee Identification: | 59-600000354     |
| 3. Population:                      | 104,185          |
| 4. County:                          | Polk             |

## CONTACT PERSON

- |                   |  |
|-------------------|--|
| 1. Contact Person | Bob Donahay  |
| 2. Title          | Parks & Recreation Director                          |
| 3. Address        | 228 South Massachusetts Ave,<br>Lakeland, Fla. 33801 |
| 4. Telephone      | 863-834-6089   |
| 5. Fax            | 863-834-6071   |

I certify that the information provided in the 2018 report is true and accurate. I further certify that I represent the City of Lakeland in my representations. Dated this 29th day of August, 2018.

Reporting Signature: \_\_\_\_\_



## COMPLIANCE WITH CRITERIA – ANNUAL REPORT 2018

### Criterion 1:

A detailed accounting of all local and state funds expended to date, as of the date of submission of this report, on the City's Stadium Renovation Project financed under Section 288.11631, F.S. Also, the City must submit a short summary of all local, state, and private funds expended on the City's Stadium Renovation Project as of the date of submission of this report.

#### **Documentation:**

City of Lakeland Project Financial Reports are attached.

### Criterion 2:

*The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least (20) years.*

#### **Response:**

The City of Lakeland and the Detroit Tigers executed a license agreement dated September 29<sup>th</sup>, 2000, which committed the baseball club to train in Lakeland the Tigertown Facilities for a full 15 year term. That Agreement expired on December 31, 2016. On January 16, 2015, the City of Lakeland and the Detroit Tigers entered into a new Spring Training Facility Lease and Use Agreement which committed the baseball club to train in Lakeland at the Tigertown Facilities for a full 20-year term under the same terms and conditions with an option to renew for one 10-year term.

#### **Documentation:**

A copy of the new Lease Agreement together with the Spring Training Facility Development Agreement, the Interlocal Agreement for Tourist Development Tax Funding between the City and Polk County for Improvements to Marchant Stadium and a copy of the Sponsorship Agreement between the City of Lakeland and Publix Super Markets, Inc., are attached.

### Criterion 3:

A Cost-benefit analysis of the Spring Training Franchise's impact on the City. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study, and contain any other information as timely and reasonably requested by DEO.

#### **Documentation:**

Economic Impact Report of Detroit Tigers Spring Training in Lakeland, Fl., 2018, and a letter of support from Polk County Sports Marketing are attached. Also attached are articles from Spring Training Connection, Florida Sports Foundation and Baseball Digest reflecting attendance totals and rankings.

**Criterion 4:**

A list of all material subcontractors, defined herein as agreements with an estimated cost greater than \$250,000 executed in furtherance of this Agreement.

**Documentation:**

A list of all material subcontractors greater than \$250,000 is attached. (See Joker Marchant Stadium Progress Report)

**Criterion 5:**

Written evidence that the City of Lakeland continues to meet the certification criteria in effect when the City was certified pursuant to Section 288.11631, F.S. (2015).

**Documentation:**

Letter from City Attorney, Tim McCausland, certifying that the City of Lakeland continues to meet certification criteria pursuant to Section 288.11631, F.S.

**Criterion 6:**

Written evidence, including numerical and/or statistical analysis as applicable, that the City is in compliance with Section 288.1167, F.S.

**Documentation:**

Letter from City Attorney, Tim McCausland, certifying that the City of Lakeland continues to meet the certification criteria pursuant to Section 288.1167, F.S.

**Criterion 7:**

A Letter signed by the Mayor of the City of Lakeland certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.

**Documentation:**

Signed letter by Lakeland Mayor Bill Mutz is attached.

**Criterion 8:** Any additional documents or certification as reasonable requested or required by DEO.

**Criterion 9:**

Evidence of the efforts to promote and advertise the facility that have taken place since the last reporting period, in accordance with Section 23 in SB-16-006.

**Documentation:** Articles from Visit Central Florida, Major League Baseball websites, Spring Training on Line, City of Lakeland Facebook posts and from Lakeland Ledger are attached.

## GENERAL INFORMATION

### PROJECT INFORMATION

NAME OF PROJECT	2002 Stadium Renovations at Tigertown
PROJECT LOCATION	2220 North Lake Avenue Lakeland, Florida 33805

### FINANCIAL SUMMARY

State Funds requested:	\$20,000,000
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Local Match:

Polk County Tourist Development	\$20,891,220
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Detroit Tigers-Lease	\$10,600,000
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Local Cash Match	\$13,167,208
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In Kind Match	\$15,911,748
---------------	--------------

Total Project Cost:	\$80,570,176
---------------------	--------------

### Brief Project Description

Major renovation and expansion of newly christened Publix Field at Joker Marchant Stadium for a spring training franchise which is vital to Lakeland and the surrounding economy. Such major improvements ensures the continuation of the economic benefits generated through the Detroit Tigers and the Lakeland Flying Tigers for another 20 years, and the enhanced opportunities for year round tourist. and promotional events at the venue.

# Marchant Stadium Improvements

## Marchant Stadium Improvements

### Expenditures

October 2015 - August 2018

Object of Expense	PHASE I	PHASE II
Contractual Services	\$ 38,094,294.16	\$ 488,022.54
Architectural / Design Services	231,000.00	
Equipment - Noncapital	1,546,084.59	
Materials	9,466,035.19	
Travel	2,636.00	
Payroll & Benefits	23,300.23	
Telephone, Communications	80.00	
IT Operations—Network Support	748.32	
PC Rental & Support	870.8	
Berm Pavilion—Publix	2,209,635.00	
All Other Materials & Supplies	50.00	
	<hr/>	<hr/>
	\$ 51,574,734.29	\$ 488,022.54

## FINANCIAL SUMMARY

	Annually	Present Value	Gross Value
State of Florida	\$ 1,000,000	\$13,938,875	\$20,000,000
Polk County Tour-ist Development Council	\$1,044,51	\$13,616,000	\$20,891,220
Detroit Tigers/City of Lakeland	\$530,000	\$10,600,000	\$10,600,000
City of Lakeland In Kind Match		\$22,662,333	\$29,078,956
<b>Total Local Match</b>		<b>\$33,212,333</b>	<b>\$39,678,956</b>
<b>Total Project</b>		<b>\$60,767,208</b>	<b>\$80,570,176</b>

## FINANCIAL SUMMARY

	Annually	Present Value	Interest	Gross Value	Received to date
State of Florida	\$ 1,000,000.00	\$ 13,938,875.00	\$ 6,061,125.00	\$ 20,000,000.00	\$ 1,833,326.00
Polk county Toursit Develc	\$ 1,044,561.00	\$ 13,616,000.00	\$ 7,275,220.00	\$ 20,891,220.00	\$ 2,089,122.00
City Match		\$ 9,445,125.00	\$ 6,466,623.00	\$ 15,911,748.00	
	\$ 2,044,561.00	\$ 37,000,000.00	\$ 19,802,968.00	\$ 56,802,968.00	\$ 3,922,448.00
<hr/>					
Detroit Tigers - Lease	530,000.00	10,600,000.00		10,600,000.00	810,373.83
	530,000.00	10,600,000.00		10,600,000.00	810,373.83
<hr/>					
Detroit Tigers - Furniture		480,613.00		480,613.00	480,613.00
Delaware North Concessions		1,379,279.00		1,379,279.00	1,379,279.00
Berm Pavilion - Publix	250,000.00	2,500,000.00		2,500,000.00	750,000.00
Add'l City match		7,621,373.00		7,621,373.00	
Add'l City match - Bonds		560,943.00		560,943.00	
Field & Dugouts		625,000.00		625,000.00	
	\$ 250,000.00	\$ 13,167,208.00	\$ -	\$ 13,167,208.00	\$ 2,609,892.00
<hr/>					
<b>SUBTOTAL</b>	<b>\$ 2,824,561.00</b>	<b>\$ 60,767,208.00</b>	<b>\$ 19,802,968.00</b>	<b>\$ 80,570,176.00</b>	<b>\$ 7,342,713.83</b>

RECEIVED

SPRING TRAINING FACILITY DEVELOPMENT AGREEMENT FEB 04 2015

City Clerk's Office

THIS SPRING TRAINING FACILITY DEVELOPMENT AGREEMENT is made and entered into on this 16<sup>th</sup> day of January, 2015 ("Signature Date") by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City") whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, and the DETROIT TIGERS, INC., A Michigan Corporation, ("Tigers") whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, collectively called the "Parties" hereto.

WITNESSETH

**WHEREAS**, the City owns and operates a Major League Baseball Spring Training stadium ("Major League Stadium"), training facilities, practice fields, clubhouses and offices, parking facilities and other appurtenances and improvements on a site located at 2301 Lakeland Hills Boulevard, Lakeland, Florida, known as Tigertown or the Joker Marchant Stadium Complex, more particularly described on Exhibit "A"; and

**WHEREAS**, the Tigers own and operate a professional baseball franchise known as the Detroit Tigers, whose operation includes, but is not limited to a Major League Club and Minor League Club and all ancillary operation associated therewith; and

**WHEREAS**, the Tigers and the City are presently parties to that certain Use Agreement dated September 29, 2000 (hereinafter referred to as "Use Agreement") attached as Exhibit "B", wherein the Tigers lease the Joker Marchant Stadium Complex for the purpose of conducting Major League Spring Training and Minor League Baseball operations, which Use Agreement will expire by its terms on December 31, 2016; and

**WHEREAS**, the City and the Tigers have historically had a long term and amicable relationship where the Tigers have conducted Spring Training and other baseball operations in Lakeland for 78 years, becoming a significant part of the fabric of the community of Lakeland, contributing to the economic well-being of the community of Lakeland, and is of considerable value to its citizens; and

**WHEREAS**, the City wishes to induce the Tigers to continue to conduct baseball operations at the Joker Marchant Stadium Complex for an extended period of time and



in order to induce the Tigers to do so, are willing to make substantial renovations and improvements to the facilities at the Joker Marchant Stadium Complex where the Tigers baseball operations are conducted; and

**WHEREAS**, the City and the Tigers wish to provide for an agreement whereby they will agree on the collaborative manner for Improvements to be made, the method of financing any improvements, the process for the design and construction of the Improvements, and the schedule whereby the Improvements will be made all of which shall be memorialized in this Spring Training Facilities Development Agreement (hereinafter referred to as "Development Agreement") which may be amended from time to time by agreement of the Parties, in writing; and

**WHEREAS**, in reliance on the City's agreement and commitment to construct the Improvements, in an amount not to exceed \$37,000,000, the Tigers are willing to enter into a long term agreement for a minimum of twenty (20) years in accordance with the Spring Training Facility Lease and Use Agreement ("Lease Agreement") of even date herewith and attached hereto as Exhibit "C"; and

**WHEREAS**, in addition, the Parties acknowledge that the financing plan for the Improvements shall require the City to issue Bonds which shall provide the necessary funds to pay the costs of the Improvements, which shall be called the Project Bonds, which Project Bonds will require a financial commitment by the City and the Tigers; and

**WHEREAS**, in order to secure financing for the Improvements, the City has entered into that certain Interlocal Agreement with Polk County dated November 15, 2013 and attached as Exhibit "D", which Interlocal Agreement requires Polk County to pay to the City certain proceeds from the Polk County Tourist Development Tax. In addition, the City will seek approval from the State of Florida Department of Economic Opportunity as a certified Spring Training Facility as that term is defined in Florida Statute 288.11631 to provide additional funding to support the Project Bonds; and

**WHEREAS**, the City relies on the intention of the Tigers to enter into the Lease Agreement, so long as the Improvements are constructed, and the Parties wish to memorialize each parties commitments with respect to the matters contained herein; and

**WHEREAS**, the Parties also acknowledge that it is necessary to enter into an extension of the existing Use Agreement that, if necessary will remain in force and effect until the Improvements are substantially completed and the Lease Agreement becomes effective.

**THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. **DEFINITIONS.** For the purpose of this Development Agreement, the terms:

- a. "**BOC**" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- b. "**Commissioner**" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- c. "**Development Period**" shall mean the period commencing with the conceptual design of the Joker Marchant Stadium Improvements and terminate upon the occurrence of all or substantially all activities required by this Development Agreement or the Effective Date of the Lease Agreement whichever is earlier. The Parties contemplate that the activities that will occur during the Development Period shall include, but not be limited to, conceptual design and schematics, preparation of financing plans, preparation of construction plans and specifications for permitting of the Improvements, installation of all infrastructure and facilities, selection of and contracting with a construction manager, planning for and issuing bonds to fund the costs of the Improvements, application for and approval as a Certified Spring Training Facility by the Department of Economic Opportunity, and all other activities required to plan, design, finance and construct the Improvements.
- d. "**Escrow Agreement**" shall mean that certain Escrow Agreement of even date herewith and attached hereto as Exhibit "E".
- e. "**Improvements**" shall mean those Improvements more particularly set forth in Section 5.
- f. "**Interlocal Agreement**" shall mean that certain Interlocal Agreement between the City of Lakeland and Polk County dated November 15, 2013 and attached hereto as Exhibit "D".
- g. "**Major League Baseball**" shall mean, depending on the context, any or all of (a) the Office of the Commissioner of Baseball and each other MLB

Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

- h. "Major League Baseball Club(s)" or "Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- i. "Major League Constitution" shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- j. "Milestone Events" shall mean the significant events on which the parties rely that must occur to facilitate the development, design, financing and construction of the Improvements, more particularly described in Paragraph 3, described as follows:
  - i. Conceptual approval by the City Commission of the City of Lakeland for the work necessary to proceed with a plan to implement the improvements and to enter into a long term lease agreement with the Tigers.
  - ii. Approval by Polk County and the City of Lakeland of that certain Interlocal Agreement for Tourist Development Tax Funding for Improvement for Joker Marchant Stadium dated November 25, 2013 together with any modification or amendments properly authorized and executed thereto.
  - iii. Enactment by the State of Florida of the appropriate legislative act necessary to modify Florida Statute 212.20 (6)(d)(6)(e) to increase available funding amounts and to allow those funding amounts to be paid over a twenty year period and amendments to Florida Statute 288.11631(2)(a)(2) to modify the amount to be reimbursed to

the State by a spring training franchise if the franchise breaches its agreement with the host site as well as Fla. Stat. 288.11631 (2)(c)(2) modifying the certification criteria for an applicant.

- iv. Application for certification by the State of Florida to be a Certified Applicant pursuant to Fla. Stat. 288.11631 no later than April 1, 2015.
- v. Approval by the City Commission of the City of Lakeland of a contract for site design and engineering, architectural design, plan preparation, and permitting with HKS Architects or any other design firm acceptable to the parties for the design of the improvements.
- vi. Approval by the City Commission of the City of Lakeland, and the Detroit Tigers of a Letter of Intent outlining the material business terms of a long term lease agreement and construction of the Project.
- vii. Approval by the City Commission of the City of Lakeland of a contract with a construction manager or managers for the construction of the Improvements.
- viii. Execution of the Modification of Use Agreement in substantially the form attached as Exhibit "F" to become effective according to its terms.
- ix. Approval of final construction drawing for the Improvements by the City and the Tigers.
- x. Issuance of a Notice to Proceed to the Construction Manager to commence construction of the Improvements.
- xi. Approval as a Certified Applicant as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring Training Baseball Franchises no later than January 1, 2016.

- xii. Substantial Completion of the Improvements, and issuance of a partial or temporary Certificate of Occupancy.
  - xiii. Execution of the Lease Agreement.
  - xiv. Issuance of an unrestricted Certificate of Occupancy for the Improvements.
  - xv. Construction Contract and Project Closeout
- k. "Minor Leagues" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.
- l. "Minor League Season" shall mean the season of baseball activities commencing at the conclusion of the Spring Training Season and terminating on or about December 31, of each calendar year.
- m. "MLB Entity" shall mean each of the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.
- n. "Spring Training" shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next season of Major League Baseball.
- o. "Spring Training Season" shall be deemed to include that time each year reasonably required for the preparation of the Leased Premises, planning for the start of Spring Training, for additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and a reasonable period for the "winding down" of Spring Training activities by the Tigers.
- p. "Tigertown Complex" or "The Joker Marchant Stadium Complex" shall mean the Joker Marchant Stadium and all ancillary practice fields, clubhouse facilities, offices, and all other facilities which support the baseball operation of the Tigers.

2. **USE AGREEMENT EXTENSION.** It is the intention of the Parties that the Use Agreement in effect on the Effective Date, dated September 29, 2000 and attached as Exhibit "B", be extended for a period to commence on December 31, 2016 and terminate upon a date to allow sufficient time for the design and construction of the Improvements to the facility and the execution of the Lease Agreement. In the event that all of the Milestone Events have not occurred by December 31, 2016, the Parties agree that the Modification of Use Agreement shall become effective and shall remain in full force and effect until the Lease Commencement Date. The Lease Commencement Date shall be the date upon which the last Milestone Event has occurred or been waived by written agreement of the Parties. The Modification of Use Agreement is attached hereto as Exhibit "F", and shall be executed concurrently with the execution of this Development Agreement. Prior to its effective date, the Modification of Use Agreement shall be held in escrow by the City Clerk of the City of Lakeland in accordance with the terms of the Escrow Agreement attached hereto as Exhibit "E".

3. **LEASE AGREEMENT.** A fundamental consideration for the City's obligations contained herein, is their intention that the Parties enter into a successor lease and use agreement to ensure that the Tigers continue to conduct baseball activities at the Joker Marchant Stadium Complex for a significant time in the future. Additionally as a fundamental consideration of the Tigers obligations contained herein is their reliance on the City's agreement to design, fund, and construct the Improvements consistent with that consideration. Intending to evidence their respective commitments, the Parties have executed the Lease Agreement attached hereto as Exhibit "C" and incorporated herein by this reference in order to provide the terms and conditions upon which the Tigers will continue to conduct baseball activities at the Joker Marchant Stadium Complex. The Parties agree that the executed Lease Agreement shall be held in escrow by the City Clerk according to the terms of the Escrow Agreement until all of the Milestone Events have occurred, or been waived in writing by the Parties. The occurrence of the issuance of a Certificate of Occupancy for the Improvements set forth as Milestone Event (xiii) is deemed to be the final Milestone Event necessary to commence the Lease Agreement on the Lease Commencement Date whereupon this Development Agreement shall terminate and the Lease Agreement shall become effective.

4. **TERM.** The Term of this Development Agreement shall commence on the Effective Date and terminate on the occurrence of last event required hereunder to be performed or the Lease Commencement Date as that term is defined in the Lease Agreement, whichever is later.

**5. TIGERTOWN COMPLEX IMPROVEMENTS.** In order to induce the Tigers to enter into the Lease Agreement, The City agrees to construct and deliver for the Tigers' full and beneficial use, the Improvements; which shall include:

- a. New Major League Clubhouse and support facilities
- b. Demolition of existing major league clubhouse
- c. New Minor League Clubhouse and support facilities
- d. Renovation and re-purposing of Minor league Clubhouse
- e. New Concourse expansion to create a "360 walk-around" Joker Marchant Stadium
- f. Demolition of existing 3<sup>rd</sup> base pre-stressed bleachers and replacement with stadium seating.
- g. New Stadium Club and seating area on 1<sup>st</sup> base side
- h. Expansion and renovation of Press Box facilities
- i. Relocation of two existing suites
- j. New food service pantry for second level
- k. Relocation of existing Grandstand second level restrooms
- l. New elevator and stair tower
- m. New administrative offices Major and Minor Leagues
- n. New concessions and restrooms at stadium main concourse
- o. New climate controlled team store
- p. Expand left field berm, patio, and seating. Include party deck and outdoor kitchen
- q. Relocate bullpens
- r. Replace Video Board
- s. Expand and remodel existing Visiting Team Locker Room
- t. Replace existing Major League batting Cage across runway
- u. Relocate Parks and Recreation maintenance as required in repurposed buildings.
- v. New Multi-tiered practice field quad observation tower-toilets, office, video review room, and storage
- w. New Walkway Canopy between existing Cafeteria and Dormitory
- x. Renovation of existing food preparation and equipment in Cafeteria
- y. Reconfigure and upgrade walkway between facilities
- z. Replace natural turf on one field with artificial turf
- aa. Evaluate the cafeteria and recreation hall

It is the intention of the Parties that the design and construction of the Improvements be a collaborative effort and each Party agrees to make available the necessary personnel and other resources to facilitate each party's responsibility during

the design and construction phase of the Improvements. The Parties will work collaboratively to include as many of the foregoing Improvements as possible within the budgetary limitations, provided, however, the Tigers shall make all final decisions as to which Improvements are included and the order of construction. Tigers agree to use their best efforts to provide a timely and prompt response to any design approvals submitted.

6. **DESIGN.** The final design plans, when mutually approved by the Parties in writing, and shall thereafter become a part hereof, and shall specifically include a full and reasonably complete description of the physical facilities covered hereunder. The Parties agree that neither Party shall unreasonably withhold nor delay approval of the final design plans. Notwithstanding anything herein to the contrary, the Tigers will have the right to approve the final design plans of the Improvements, including without limitation, the overall layout, space allocation, graphics, materials used, signage, and color scheme that may be incorporated into the Improvements. The Tigers agree that any approvals required by this Development Agreement shall be reviewed in a reasonable time, and that approval shall not be unreasonably withheld.

7. **PROJECT BONDS.** It is acknowledged by the Parties that the City will issue Project Bonds ("Project Bonds") to finance the cost of the Improvements. In order to defease the Project Bonds, the City shall pledge certain non ad valorem revenues that it shall determine, as well as other revenue sources. The City relies on the proceeds pledged under the Tourist Development Tax commitment of Polk County as set forth in the Interlocal Agreement, as well as qualifying for funds made available from the State of Florida to certified Applicants as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring training baseball franchises. The Tigers agree to make good faith efforts to assist and, upon agreement, to execute any documents reasonably necessary to facilitate the issuance of the Project Bonds, and to comply with the requirements of the Team in the Interlocal Agreement in addition to the requirements of Fla. Stat. 288.11631, et. seq.

A. **Modifications.** The Parties recognize that a large portion of the Project Costs for the Spring Training Facility will be constructed with proceeds from the Project Bonds. Accordingly, the Parties agree to take reasonable steps to cooperate in resolving any issues that arise in connection with such Project Bonds to assist the City to qualify the Project Bonds for tax exempt status under federal tax laws, and to use its good faith efforts to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds.



**8. HOLD HARMLESS/INSURANCE.** The Parties agree to and will at all times indemnify, save and hold the other harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including attorney's fees at trial or appellate level, and all court costs arising out of injury to or death of persons and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of the other Party's intentional or negligent conduct. The City agrees to and will at all times indemnify, save and hold the Tigers harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including attorney's fees at trial or appellate level, and all court costs arising out of or in connection with, the design and construction of the Spring Training Facility, including claims brought by any person relating to compliance with federal or state disability laws or requirements. The Tigers acknowledge that any indemnification by the City is limited by law in accordance with the monetary limits set forth in Fla. Stat. 768.28. The City agrees that any contractor or construction manager that it may hire shall provide adequate insurance coverage for their work on the Improvements, naming the City and the Tigers as an additional insureds.

**9. NOTICE.** Any notice required to be given hereunder shall be in writing, and mailed by U .S. Certified Mail, Return Receipt Requested, addressed to the Parties as follows unless a different addressee is later designated by either party under this notice provision:

**For notices to the Tigers:**

Mr. David Dombrowski  
President, General Manager and CEO  
Detroit Tigers, Inc.  
2100 Woodward Avenue  
Detroit, MI 48201-3470

**For notices to the City:**

City Manager's Office  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801  
(863) 834-6268

With a copy to:

City Attorney's Office  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801  
(863) 834-6010

**10. CITY DEFAULT/REMEDIES.** It is understood that the City has agreed to undertake certain obligations set forth in this Development Agreement in order to induce the Tigers not to elect an early termination of the Lease Agreement. It is further agreed that the City will sustain substantial economic damages if the Tigers would fail to fulfill one or more of the obligations set forth herein. Accordingly, the Parties agree that the City shall be entitled to receive the following remedies in the event that one or more of the following defaults shall occur:

**A. Tigers Defaults:** The Tigers shall have defaulted on its obligations set forth herein (individually and collectively referred to as "Tigers Default") if any of the following occurs:

i. The Tigers fail to perform any of the requirements of this Development Agreement or its performance is substantially delayed. In the event that the City may claim a default by the Tigers, they shall provide written notice to the Tigers which notice shall set forth with particularity the nature of the default. The Tigers shall have no less than 30 days in which to cure the default.

**B. City Default Remedies.** Upon the occurrence of a Tigers Default, which has not been cured by the Tigers, the following remedies shall be available to the City:

i. The City may elect, by written notice delivered to the Tigers within sixty (60) days from the date on which a Tigers Default shall have occurred, to terminate this Development Agreement and all obligations of the City under this Development Agreement and under the Lease Agreement which shall be voided and of no further effect; and

**C. Completion Default.** In the event the Tigers fulfill the obligations set forth herein, but the City fails to substantially complete construction of the Improvements by March 1, 2017 or such later date as the Parties shall agree in writing, the City shall have defaulted in its obligation to the Tigers ("Completion Default") which shall result in damages to the Tigers. The Tigers shall have a

duty to act in good faith to mitigate any losses it may experience, and the City shall compensate the Tigers for any losses in net revenues it may experience by reason of a Completion Default and will ensure that the Tigers receive no less net revenue than in the 2016 Spring Training Season. Such compensation shall, in the first instance, come from an assignment of those damages available from the Construction Manager pursuant to Section 2.2.11 of the contract between the City and the Construction Manager for the Improvements, which by execution hereof, the City does hereby assign. In the event the funds from the Construction Manager are not sufficient to cover the Tigers' losses, the City's obligation to compensate the Tigers for lost revenue shall not exceed \$100,000.00 per game affected by the Completion Default.

D. Completion Default Remedies. Upon the occurrence of a Completion Default by the City, the following remedies shall be available to the Tigers:

- i. The Tigers and the City shall reach agreement on how the City in conjunction with the Tigers may provide an alternate site to conduct Spring Training games. The agreement shall also provide the appropriate remedies acceptable to the Tigers. If the Completion Default continues beyond December 31, 2017, the Tigers may terminate this Development Agreement without further penalty.

## 11. GENERAL PROVISIONS.

A. This Development Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for any action shall be Polk County, Florida or the US District Court for the Middle District of Florida, Tampa, and Division.

B. The Parties agree to reasonably cooperate to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Development Agreement, whenever the occasion shall arise and request for such instrument shall be made.

C. The specified remedies to which the Parties may resort under the terms of this Development Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach by either Party of any provision or provisions of this Development Agreement.

D. This Development Agreement and its associated documents contain the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this Development Agreement or the simultaneous or prior writings heretofore. All prior understandings, terms or conditions are deemed to merge in this Development Agreement, and this Development Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought; provided that no such waiver, change, modification or discharge shall be effective until such time as all necessary approvals have been obtained from Major League Baseball.

E. If any provisions of this Development Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Development Agreement shall continue in full force and effect.

F. Notwithstanding anything herein to the contrary, the Parties hereto hereby acknowledge and agree that this Development Agreement is subject to the terms of Section 30G of the Lease Agreement, the terms of which are incorporated by reference herein, as if set forth in their entirety herein.

G. A "Force Majeure Event" is any event that (a) restricts or prevents performance by either Party under this Development Agreement, (b) is not within the reasonable control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include, but not limited to, failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, acts of other governmental authorities, civil disturbances, sabotage, or other similar events beyond the affected Party's control, inability to obtain and maintain permits from any governmental authority for the facility (except permits issued by the City or as to which the City has oversight or control), restraint by court order, and changes in applicable federal or state law (excluding laws or ordinances enacted by the City) that affect performance under this Development Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default with respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Development Agreement solely because of increased costs or other adverse economic

consequences that may be incurred through the performance of such obligations.

If a Party's ability to perform its obligation under this Development Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) business days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate reasonable efforts to remove the cause of the Force Majeure Event or to lessen its effect.

The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than reasonably necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform.

## **12. DISPUTE RESOLUTION.**

A. The Parties agree to attempt to settle any dispute or controversy that may arise between the Tigers and the City regarding any provision or obligation set forth in this Development Agreement by mediation. A mediator will be selected by the Parties who will endeavor to resolve in a mutually satisfactory way, any such dispute or controversy in accordance with the laws of the State of Florida. The Party desiring the mediation shall give written notice thereof to the other Party specifying the specific question or questions to be mediated.

B. If a mediator is unable to satisfactorily resolve the question or questions to be mediated within sixty (60) days of commencing the mediation, the Parties agree to then submit the question or questions to resolution by binding arbitration conducted in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect or such other procedure upon which the Parties may agree.

C. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period.

D. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected arbitrators shall select a third arbitrator.

E. If the arbitrator (or if a panel is selected) feels that he or she requires input from third party consultants, the arbitrator shall be entitled to hire any such consultant provided that such consultant is unbiased and has no relationship with either Party. The cost of the arbitration, including all fees and expenses of the arbitrator, shall be borne or apportioned in accordance with the reward of the arbitrator.

F. Discovery in the arbitration will be conducted in accordance with the Florida Rules of Civil Procedure.

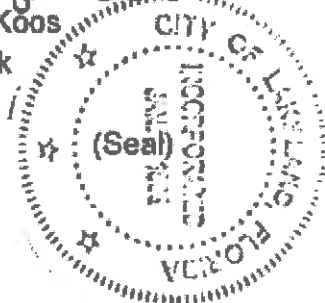
G. After all the evidence has been presented and the hearing has concluded, the arbitrator shall issue an award within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 16 day of January, 2017.

CITY OF LAKELAND, FLORIDA

ATTEST:

BY: Kelly S. Koos 1-20-15  
Kelly S. Koos  
City Clerk



BY: R. Howard Wiggs  
R. Howard Wiggs  
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney

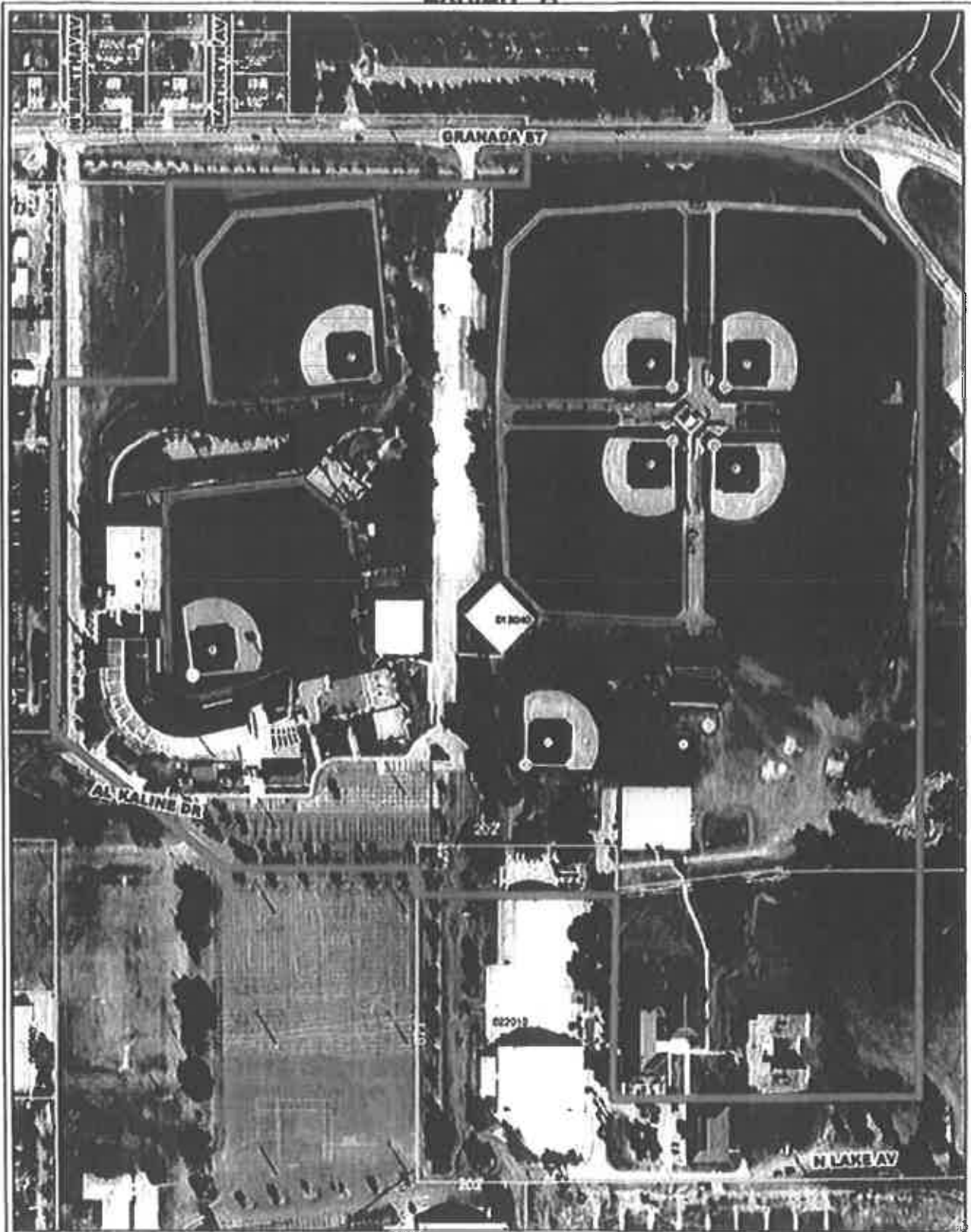
DETROIT TIGERS, INC.

ATTEST:

BY: David Demkowicz

By: [Signature]

EXHIBIT "A"



Tiger Town/Joke Marchant Stadium Renovation Boundary





EXHIBIT "B"

DMC

USE AGREEMENT  
(Detroit Tigers)

THIS AGREEMENT, made and entered into this 29th day of September, 2000, by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club").

WHEREAS, on March 6, 2000, the parties entered into a Use Agreement relating to the use by the Detroit Tigers and the Lakeland Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and Joker Marchant Stadium, which Agreement will expire on December 31, 2003; and

WHEREAS, the City and the Club desire to enter into a new Use Agreement relating to the use by the Detroit Tigers and Lakeland Tigers of Joker Marchant Stadium and related facilities referenced herein, contingent upon the Facilities, as defined herein, being certified as a "facility for a retained spring training franchise" and the City being awarded funds, pursuant to §288.11B2, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and the further consideration of the payments required to be made by the Club to the City, it is mutually covenanted and agreed by and between the parties as follows:

1. Lease. The City does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Lakeland, Polk County, Florida, commonly known as Joker Marchant Stadium, which shall include the baseball field and grounds, grandstand, bleachers and seating facilities, clubrooms, shower rooms, offices, ticket offices locker facilities, press box, concession stands and equipment, and the facilities commonly known as Tigertown, which includes the John Fetzer Dormitory, Hangar No. 1, the cafeteria, the 5 1/2 baseball diamonds, and the administration offices (collectively referred to as the "Facilities").
2. Term. The term of this Use Agreement shall be for fifteen (15) years, commencing on January 1, 2001 and ending December 31, 2016, subject to the contingency set forth in Section 19, herein below.
3. Major League Team. The Club agrees to bring to the City each year of the term hereof a major league baseball team for its spring training and conditioning program, subject, however, to any restrictions or limitations which may occur or arise by virtue of war, travel restrictions, labor disputes, or the direction of the Commissioner of Baseball. The Club shall utilize its best effort to schedule at the Facilities a maximum number of games with other major league clubs during each spring training season.
4. Use of Premises. The Club shall have priority use of the Facilities during the entire months of February and March and during the first two (2) weeks in April in each year; provided, however, that such use shall not be exclusive and the City's Director of Parks and Recreation may schedule other events, including baseball games, when the use of the Facilities is not required by the Club or its affiliated farm clubs. The Club shall also have the right to



priority use of the Facilities for an additional period not to exceed one hundred and eighty (180) days during each year to conduct post-season training camps, summer clinics and try-out camps. The Club shall give the City's Director of Parks and Recreation (the "Director") not less than three (3) months' written notice of its intent to use same for such additional period.

Additionally, the Club shall have priority use of Joker Marchant Stadium on those dates and during those hours when regular season or play-off home games are scheduled for Lakeland, Florida by the Florida State Baseball League; provided, however, that such use shall not be exclusive and the Director may schedule other events, including baseball games, when the use of the premises is not required by the Club. The Club shall also have the right to priority use of the Facilities for dates reasonably necessary for practice sessions prior to or during the course of the regular baseball season and League play-off games.

In the event that the Club wishes to use the Facilities, in whole or in part, at times or for purposes not delineated above, the Club may request same in writing to the Director, who shall have the absolute discretion to approve or disapprove same, and to prescribe such terms and conditions as may be reasonable or necessary.

The City may use all or any part of the Facilities when not being utilized by the Club.

5. Maintenance and Repair. The City agrees to maintain the Facilities in first-class condition for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club, including, but not limited to, such lights and lighting equipment as the Club may determine is necessary for the playing of baseball games at night.

The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Club:

- A. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Club and which wages shall be reimbursed to the City by the Club on a monthly basis upon invoice.
- B. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall be temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.
- C. All actual costs incurred by the City in connection with furnishing labor and materials to maintain the Facilities during the optional one hundred and eighty (180) day period of additional use by the Club.
- D. All actual costs associated with annual operation and maintenance of the cafeteria and Fetzer Hall associated with the Club's use thereof, including equipment, with the exception of permanently installed equipment and fixtures.

- E. The repair of the Facilities occasioned by the negligent conduct of the Club, its agents and employees, reasonable wear and tear excepted. The Club shall also use its best efforts to protect the Facilities when being used and occupied by the Club and employ any necessary security personnel at its own cost and expense.

The City shall also furnish at its expense all utilities, including heat, water and hot water necessary for the club's use of the Facilities, except for gas, which shall be paid for by Club.

6. Obligations of Club. The Club agrees that the Club will furnish, at its cost and expense, all necessary baseball equipment, including batting cages. The City may use the batting cages during the periods that the Facilities are not occupied or used by the Club, provided that the City returns the equipment to the Club in as good condition as when received, or make reimbursement for the value thereof, except for normal wear and tear, damage from fire and acts of God. The Club shall also pay for such reimbursable items as the Club and the City may agree, such as cleaning supplies and equipment and materials specifically required for baseball operations.
7. Rights of Club. Subject to paragraphs 8 and 9, the Club shall have the exclusive right to and complete control of all ticket sales, concession operations, scoreboard/program and sales of all novelties and souvenirs, field and stadium advertising, suite rental and service and all revenue derived therefrom. Placement of field and stadium advertising shall be at the discretion of the Club, subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.
8. (a) Fees. Incidental to the use of the Facilities by the Detroit Tigers, the Club shall pay to the City a rental fee of fifteen (15%) percent of the following:
1. Gross ticket sales receipts from each exhibition game or other event by the Club for which an admission fee is charged.
  2. Gross sales receipts from the sale of all novelties, souvenirs, concessions and stadium advertising.
- (b) Incidental to the use of the Facilities by the Lakeland Tigers, the Club shall pay to the City a rental fee of:
1. Fifteen (15%) percent of gross sales receipts from the sale of all concessions, suite rentals and operations, souvenirs and novelties operations only.
  2. A fee equal to the greater of twelve (12%) percent of gross ticket sales, or \$120.00 per day game/\$160.00 per night game.
- (c) One dollar and fifty cents (\$1.50) per ticket stadium facility charge will be paid to the City and applied to relief of the loan until its obligation is met. At that time, this amount reverts to the Club.

All fees payable pursuant to Sec. 8.(a)1. and 2., 8.(b)1. and 2. and (c) shall be applied to relief of the loan until the obligation is met. The Club's total annual obligation for fees payable pursuant to this Section 8 for any calendar year shall not exceed \$300,000.00.

The term "gross receipts" shall be defined as gross sales proceeds, less deductions for any applicable state, federal or local taxes.

There shall be no payment required with respect to scoreboard/program receipts.

9. **Annual Rent.** The Club shall pay annual rental of Seventeen Thousand (\$17,000.00) Dollars for Tigertown to be paid prospectively on January 1 of each year, with a four (4%) percent discount if paid prior to due date. This amount of money will be placed in the special Tigertown improvements account to be used as directed by the Club for replacement and improvements of minor league facilities.
10. **Payment:** Except for the annual rent and overtime expenses which are paid quarterly, any and all payments required by this Agreement to be made by the Club shall be paid to the City together with a full and final accounting 30 days after the conclusion of the spring training season, the Lakeland Tigers season or other activity. Payment shall be made to the Parks and Recreation Director, City Hall, Lakeland, Florida, or such other person or office designated by the City in writing.
11. **Insurance.** The Club shall maintain adequate liability insurance, designating the City as a named insured, to protect the City from any liability arising from the use of the Facilities by the Club. The minimum limits of such policy of insurance shall be \$500,000.00 for injury to any one person; \$1,000,000.00 for injuries arising out of a single occurrence; and \$100,000.00 for property damage resulting from a single occurrence.
12. **Damage or Destruction.** In the event any of the Facilities shall be damaged by fire or other casualty and such Facilities shall have been insured against such loss by the City, then the entire proceeds of any such policy or insurance shall be paid to the City, free of any claim or right of the Club. The City shall have the right to restore or reconstruct any damaged or destroyed building or premises, and any reconstructed building shall become a part of the Facilities. In the event such portions of the Facilities are destroyed as to render the entire Facilities unsuitable in the Club's judgment for the Club's operation, the Club shall have the right to play elsewhere until such restoration or reconstruction is completed and, if the City neither reconstructs the premises within either 60 days or by October 30 immediately following the destruction, then, in either case at the Club's option, the Club shall have the right to terminate this Agreement by providing written notice and without further obligation or responsibility. In that event, the City shall refund to the Club on a pro rata basis any prepaid rents which may have been made prior to the date of termination.
13. **Taxes.** The Club shall be responsible for and pay any and all sales or other tax incidental to this Agreement. In the event that ad valorem taxes are assessed against the Facilities or any portion thereof as a result of the Club's use of same, the Club shall be responsible for its prorata portion of such taxes.
14. **Termination.** This Agreement may be terminated by either party upon material breach by the other party, upon thirty (30) days' prior written notice, certified mail, return receipt requested (deemed made upon receipt) and failure by the defaulting party to cure the same within said 30 days. In the event that the Club fails to cure any such breach and there remains an outstanding balance on the loan referenced in Section 8 hereof, the Club shall pay the City

\$10,000.00 as liquidated damages, which shall be the City's sole and exclusive remedy as a result thereof.

15. Option. The Club shall have the option to renew this Agreement for an additional term of ten (10) years by giving the City written notice of its intention to renew same not less than one (1) year prior to the expiration of the initial term hereof. The rental imposed during such renewed term shall be the amount agreed upon by the parties hereto prior to the commencement of the renewal.
16. Subcontractors. If any services permitted by this Agreement are subcontracted by the Club, any such subcontractor shall either be included as an additional insured under the Club's insurance policy, or shall file with the City a Certificate of Insurance evidencing compliance with Paragraph 11 hereof.
17. Agreement of City Regarding Revenue. The City agrees to take such action as is necessary under the laws of the State of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations hereunder; provided, however, if the City has not appropriated sufficient funds to enable it to discharge its obligations then, notwithstanding any other provision contained herein, this Agreement may be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated to satisfy the obligations.
18. Assignability/Amendment. This Agreement shall be binding and inure to the benefits of the successors of each of the parties, but it is mutually agreed that this Agreement shall not be assigned by the Club to any person, firm or corporation without the written consent of the City, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, no consent is required in the event that the Club sells its major league franchise rights, said sale is approved by Major League Baseball and the team continues to play its regular season baseball games in the Metropolitan Detroit area.

Any amendment to this Agreement shall not be effective unless in writing and approved by the Office of the Commissioner of Baseball.

19. Covenants Contingent. The parties expressly acknowledge and agree that the mutual covenants undertaken in this Agreement are contingent on presentation by the City to the club of a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to §288.1182, Florida Statutes, from the State of Florida, Polk County and the City of Lakeland, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no less than \$9.5 million which are to be irrevocably committed to the project. This financing plan shall be subject to the approval of the club, which shall not be unreasonably withheld. Further, the club shall have approval of the renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

DETROIT TIGERS, INC.

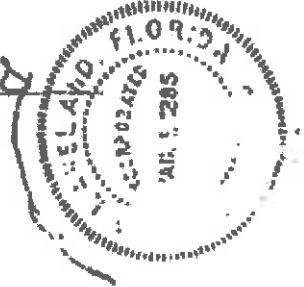
By: John Mahala  
Its: President-CEO

CITY OF LAKELAND, FLORIDA

By: Ralph L. Fletcher  
Its: Mayor

The foregoing was subscribed and sworn to before me this 3 day of November 2000, by John Mahala.

By: Kelly S. Koos  
Kelly S. Koos  
City Clerk



Margaret Gankich  
Notary Public

(Seal)

NOTARY PUBLIC  
Margaret Gankich  
My Commission Expires 11/21/01  
Notary Public Stamp

Approved as to Form and Correctness:

By: Joseph P. Mawhinney  
Joseph P. Mawhinney  
City Attorney

(Notary Public Seal)

## **EXHIBIT "C"**

### **SPRING TRAINING FACILITY LEASE AND USE AGREEMENT**

**THIS SPRING TRAINING FACILITY LEASE AND USE AGREEMENT ("Lease") is made and entered into on this 16th day of January, 2015 ("Effective Date") by and between the CITY OF LAKE LAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City") whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, and the DETROIT TIGERS, INC. ("Tigers") whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, hereinafter referred to as ("Parties"). The Lease Commencement Date as defined in Section 1 hereof is the 16<sup>th</sup> day of January, 2015.**

### **WITNESSETH**

**WHEREAS, the City owns a Major League Baseball Spring Training stadium (the "Joker Marchant Stadium"), together with training facilities, 5.5 practice fields, clubhouse and offices, dedicated parking facilities and other appurtenances and improvements on the site known as the Tigertown site described on Exhibit "A" ("Site") attached hereto (collectively "Spring Training Facility" or alternatively "Leased Premises"); and**

**WHEREAS, the Spring Training Facility being referenced herein was developed and constructed by the City in compliance with all the terms and conditions of the "Spring Training Facility Development Agreement" ("Development Agreement") dated January 16, 2015, entered into by the Parties for the purpose of the planning, design, funding, and construction of the Joker Marchant Stadium Complex Improvements, as that term is defined in the Development Agreement all as set forth in the Development Agreement; and**

**WHEREAS, the Tigers, the sole owner of the Detroit Tigers professional baseball franchise, are willing to engage in Major League Baseball Spring Training in the City, conduct Minor League Baseball activities in the City and to Lease the Spring Training Facility for the Term as defined herein; and**

**WHEREAS, the Tigers desire to occupy the Spring Training Facility pursuant to this Lease commencing with the Spring Training Season for 2017; and**

**WHEREAS**, the lease of the Spring Training Facility and its appurtenances by the Tigers will further improve and promote gainful employment and tourism within the City, provide an economic benefit to the City and generally enhance the economic prosperity of the City, Polk County, and the State of Florida and their residents; and

**WHEREAS**, the City, as the owner of the Spring Training Facility, has the legal authority to enter into this Agreement and the City Commission of the City of Lakeland finds that doing so is for a valid public purpose and is otherwise in the best interest of citizens.

**NOW, THEREFORE**, in consideration of the premises mutual covenants and promises herein contained, the Parties hereto agree as follows:

**INCORPORATION:** The above recitals are incorporated herein by this reference.

1. **TERM.**

This Lease shall become effective and the term of this Lease shall commence on the date on which the Tigers shall enjoy full beneficial occupancy of the Spring Training Facility ("Lease Commencement Date") following the construction of the Improvements, such Improvements more particularly set for on Exhibit "B", and shall extend for a period of twenty (20) years, thereafter (the "Term"). Lease Commencement Date is defined as the date on which the City delivers to the Tigers a facility that is substantially complete and for which a temporary or final official Certificate of Occupancy for the Improvements, has been issued by the City, entitling the Tigers to occupy and enjoy the full beneficial use of the full Spring Training Facility for its intended purposes. The Tigers shall have one (1) separate, consecutive ten (10) year option to extend the Term for a renewal term at its discretion and pursuant to the same provisions hereof. No later than one (1) year prior to the expiration of the Term, the Tigers shall give written notice to the City of its election to extend. During the Term, or any renewal term, the Tigers shall engage in regularly-scheduled Major League Baseball Spring Training and Minor League Baseball Activities exclusively in the City at the Spring Training Facility.



**2. DEFINITIONS.**

**A. For the purpose of this Lease, the terms:**

(i) **"BOC"** shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

(ii) **"Championship Season"** shall mean the regular annual period of play of professional baseball games by the clubs of a professional baseball league, except as to the division series, the league championship series of Major League Baseball or the World Series, resulting in the determination of one of its members as the champion of that league or Major League Baseball.

(iii) **"Commissioner"** shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

(iv) **"Interlocal Agreement"** shall mean that certain Interlocal Agreement between the City of Lakeland and Polk County dated November 15, 2013 and attached hereto as Exhibit "C".

(v) **"Joker Marchant Stadium Complex"** shall mean the Stadium and all facilities used for Baseball Activities.

(vi) **"Lakeland Flying Tigers"** shall mean the minor league baseball team owned and operated by the Tigers, and located in Lakeland, Florida.

(vii) **"Major League Baseball"** or **"MLB"** shall mean, depending on the context, any or all of (a) the BOC and each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

(viii) "Major League Baseball Club(s)" or "Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(ix) "Major League Constitution" shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

(iv) "Major League Stadium" shall mean the Joker Marchant Stadium Complex.

(v) "Minor Leagues" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each such league is known individually as a Minor League.

(vi) "MLB Agency Agreement" means the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

(vii) "MLB Approval" shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

(viii) "MLB Entity" shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc.,

The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

(ix) "MLB Governing Documents" shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.

(x) "MLB Rules and Regulations" shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

(xi) "Person" shall mean any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise.

(xii) "Professional Baseball Agreement" shall mean that certain agreement of the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of

Professional Baseball Leagues, Inc., as the same now exists or may be amended, supplemented or otherwise modified from time to time or any replacement or successor agreement thereto.

(xiii) "Spring Training" shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next Championship Season.

(xiv) "Spring Training Season" shall be deemed to include that time each year reasonably required for the preparation of the Leased Premises, planning for the start of Spring Training, for additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League Championship Season, and a reasonable period for the "winding down" of Spring Training activities by the Tigers.

(xv) "Spring Training Territory" shall mean, with respect to the Tigers, that territory (i) within the Tigers Home Television Territory, and (ii) with respect to spring training related rights and benefits set forth in this Lease, in and immediately surrounding the Leased Premises, immediately prior to, during or immediately after the period that the Tiger's Major League Baseball Spring Training games are played, in each case as and to the extent provided for in the MLB Agency Agreement as such territory may be amended from time to time pursuant thereto.

### **3. LEASED PREMISES.**

In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, the City does hereby lease, let, demise, and rent unto the Tigers, and the Tigers do hereby rent and lease the Spring Training Facility, particularly depicted on a Schematic Drawing labeled HKS drawing "Tiger Town/Joker Marchant Stadium Renovations dated May 21, 2014 and attached as Exhibit "D" ("Leased Premises") from City for the following purposes:

- A. Throughout the Term, on a year-round basis, the right to use the Leased Premises on an exclusive basis for any Major League and Minor League Baseball activities or operations, including without

limitation any player rehabilitation programs, player development activities, Instructional League activities and operations, and all other similar events related to the operations of Tigers professional baseball activities; (the foregoing Spring Training, Major League Baseball activities and Minor League Baseball activities collectively defined herein as "Baseball Activities").

- B. Throughout the Term, on a year-round basis, the right to use on an exclusive basis the offices, clubhouse area, the Practice Fields, and other locations (the "Tigers Exclusive Use Areas") as set forth on Exhibit "E" attached hereto and including any other areas on the Leased Premises that may be constructed or renovated following the date hereof which may be designated by the City and the Tigers as included in the Tigers Exclusive Use Areas, but in each case subject to the written approval of the City, which approval shall not be unreasonably withheld or delayed;
- C. Throughout the Term, on a year-round basis, the right to use the Leased Premises for the purpose of sponsoring or conducting non baseball activities, subject to the issuance of any required City permits generally applicable for such activities in the Major League Stadium, such as, by way of example only and without limitation, sponsoring or conducting musical concerts, theatrical performances, or any other event intended for general entertainment purposes ("Tigers Non- Baseball Event").
- D. During the Term and for so long as same has not been terminated by reason of a Tigers Default (as defined below), no professional baseball activities or baseball activities conducted by any organizations, other than Tigers Baseball Activities permitted in this Lease Agreement shall be permitted on the Leased Premises without the prior written consent of the Tigers and the City ; and
- E. Throughout the Term of the Lease, the Tigers shall be granted uninterrupted access to and egress from the Leased Premises and any other improvements from time to time located on the Leased Premises including, without limitation, access to and egress from all areas owned, licensed or otherwise controlled by the City that are reasonably necessary for the Tigers to exercise its rights and

perform its obligations under this Lease, subject only to any rights created by Florida law and to the right of the City during times declared by the State of Florida and the City to be a public emergency, to restrict access, egress and/or use of all or portions of the Leased Premises to serve as temporary staging areas or for such other purposes as the City declares necessary and expedient to protect the public's safety, health and welfare ("City Emergency Use").

**4. PROJECT BONDS.**

It is contemplated by the Parties that the City will issue Project Bonds ("Project Bonds"), in an amount not to exceed \$37,000,000, in order to finance the cost of the Improvements. In order to defease the Project Bonds, the City shall pledge certain non ad valorem revenues, as well as other revenue sources. The City relies on the proceeds pledged under the Tourist Development Tax commitment of Polk County as set forth in the Interlocal Agreement, as well as qualifying for funds made available to certified Applicants as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring training baseball franchises. The Tigers agree to make good faith efforts to assist and to, upon agreement, execute any documents reasonably necessary to facilitate the issuance of the Project Bonds, and to comply with the requirements of the Team in the Interlocal Agreement in addition to the requirements of Fla. Stat. 288.11631, et. seq.

- A. **Modifications.** The Parties recognize that a large portion of the Project Costs for the Spring Training Facility will be constructed with proceeds from the Project Bonds. Accordingly, the Parties agree to take reasonable steps to cooperate in resolving any issues raised to assist the City to qualify the Project Bonds for tax exempt status under federal tax laws, and to exercise its good faith efforts to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds. Notwithstanding the foregoing, the Tigers shall not be required to sign any documents or agree to any modifications that the Tigers determine will have a negative impact on their operations, use of the Spring Training Facility or income.

**5. USE.**

- A. During the Term, the Tigers shall be entitled to peacefully hold and enjoy the exclusive use of the Spring Training Facility for its Major League Baseball Activities and the uses permitted pursuant to Section 3 throughout the Term of the Lease without unreasonable interruption or interference by the City or any person claiming by, through and under the City, except (i) for the City's Emergency Use in accordance with the provisions of Section 3 and (ii) to the extent that concurrent rights to use the Leased Premises may be exercised or granted to others by the City hereunder in accordance with the provisions of this Section 5. The City has the right to use the Leased Premises (excluding the Tigers Exclusive Use Areas) for any City Event. "City Event" shall mean those events sponsored and conducted by the City, following authorization by the Tigers, so long as (a) such use would not interfere with the Tigers Baseball Activities and/or (b) such use would not negatively impact the condition of any playing field on the Leased Premises such that the field condition would no longer meet Major League Baseball standards, and/or (c) such use would not interfere with Tigers Exclusive Use Areas. In any case, the City shall notify the Tigers in writing no less than thirty (30) days prior to any such use and the Tigers shall have a right of first refusal to conduct and manage the event. The Tigers may, in the exercise of their reasonable discretion, object to the use, and/or determine that such use would negatively impact the condition of any playing field on the Leased Premises such that the field condition would no longer meet Major League Baseball standards. If the Tigers deliver a written notification to the City setting forth the reasons for its objections, the City agrees it will not use the Leased Premises for the City Event.**
- B. The Tigers shall advise the City of its intended Spring Training Season schedule as soon as practicable each year following the confirmation of such schedule to enable the City to schedule events on the Leased Premises. Subject to having been made available to the Tigers by Major League Baseball, no later than November 15 of**

any year during the Term, and subject to additional changes required by Major League Baseball, the Tigers shall furnish the City with its final Spring Training exhibition game schedule and any extended use requirements, if any, for the upcoming year.

- C. In connection with use of the Leased Premises for City Events, in no event shall the City use any Tigers property or equipment without the express written consent of the Tigers. The City shall promptly repair or replace any damaged property or equipment owned by the Tigers or its concessionaire if such damage resulted from the City's use or any other third party's use of the Leased Premises to the extent such third party use was authorized or permitted by the City or resulted from the City's negligence.
- D. The Tigers shall serve as the primary scheduler and booking authority for all events at the Major League Stadium and practice facilities. In the event the Tigers wish to use the Major League Stadium for a Tigers Non-Baseball Event outside of a Spring Training Season, the Tigers shall give the City reasonable written notice thereof. If the proposed date of any such proposed Tigers Non-Baseball Event conflicts with a previously scheduled City Event, the City agrees to give consideration to the Tigers request to hold such Tigers Non-Baseball Event. However, the City shall have the exclusive right to allow or not allow the Tigers to use the Major League Stadium for its proposed Tigers Non-Baseball Event.
- E. In the event that the Tigers use the Major League Stadium for a Tigers Non-Baseball Event, the Tigers agree to pay for any physical modifications or necessary restoration to the Major League Stadium to accommodate the Tigers Non-Baseball Event, security, equipment, utility, costs, royalties, fees for performers, advertising and promotional costs.

6. **GAMES PLAYED.**

The Tigers will play each and every one of its regularly scheduled Spring Training home games exclusively at the Spring Training Facility. Such exclusivity shall not include any exhibition games scheduled to be played by



the Tigers following the conclusion of the Major League Baseball Spring Training schedule and prior to the immediate ensuing Major League Baseball Championship Season, or any game approved by the BOC to be played at an independent site where the Tigers shall be designated as the "Home Team" for the purpose of that game.

**7. TICKET SALES.**

The Tigers shall set the Spring Training and Tigers Non-Baseball Events ticket prices, shall manage all ticketing operations, including ticket sales ("Ticket Sales") for Spring Training games, Minor League games, and Tigers Non-Baseball Events, and shall be entitled to receive the Gross Revenues From Ticket Sales collected by the Tigers on an annual basis during the Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Tigers, unless otherwise specified herein.

- A. For purposes of this Lease, "Gross Revenue From Ticket Sales" shall mean the total gross revenues from Ticket Sales less any taxes or charges imposed by any governmental, regulatory or taxing authority generally included in the gross price of the ticket to the purchaser and required to be remitted by the Tigers to the governmental, regulatory or taxing authority and the portion of such receipts from Spring Training game Ticket Sales payable to a visiting Major League Club.

**8. PARKING PROVISIONS.**

- A. The City agrees to provide, or cause to be provided, an adequate number of parking spaces to be located within one-half (1/2) mile radius of the Major League Stadium. The parking plan shall be subject to change at the discretion of the City subject to the approval of the Tigers, such approval not to be unreasonably withheld. In the event the City plans to reconfigure the parking plan in any material fashion from the configuration existing on the Effective Date, the City shall deliver to the Tigers, for the Tigers approval (not to be unreasonably withheld), the proposed revised parking plan at least ninety (90) days prior to the start of the applicable Spring Training Season.

- B. Except as may be otherwise agreed by the Parties in writing, the City reserves the right to operate the parking, and collect and retain all parking fees and related revenues derived from any and all activities conducted at the Spring Training Facility throughout the Term. The City shall be entitled to retain gross parking revenues which are derived from any event or activity undertaken at the Spring Training Facility.
- C. The fees to be charged for all parking at the Spring Training Facility shall be determined by the City, in consultation with the Tigers, and shall be referred to as "Gross Parking Revenues". The Parties shall meet and confer on any intended changes to parking fees.
- D. All public parking areas located at the Spring Training Facility shall be managed and operated exclusively by the City throughout the Term. On an annual basis the City shall remit to the Tigers 20% of all Gross Parking Revenues, for all events that include use of the Major League Stadium along with a written accounting of all such parking revenues (the "Year End Statement").
- E. Audit Right. Provided that the Tigers notify the City in writing on or before the date which is Ninety days (90) days after Tigers' receipt of the Year End Statement of Tigers' intention to conduct an inspection or audit, Tigers and/or Tigers' designee may inspect or audit City's records relating to Gross Parking Revenues for the year that is the subject of such Year End Statement. If such inspection or audit reveals that an error was made in the calculation of Tigers' share of Gross Parking Revenues previously allocated to the Tigers, then the City shall make up to Tigers any underpayment of any such amounts. Tigers shall pay the cost of such audit or inspection unless the results thereof reveal that City understated by five percent (5%) or more the amount of Gross Parking Revenues, in which case City shall pay the cost of such audit or inspection.

9. **CONCESSIONS.**

The Tigers or its designee(s) shall control the sale of all foods, beverages, merchandise, novelties and logo items mentioned below and the like (commonly called "Concessions") on the Leased Premises. The

**Tigers shall be free to contract with a third party to operate such concessions on terms and conditions approved by the Tigers in its sole discretion, so long as the Tigers cause such third party(ies) to conduct such concession operations in accordance with applicable State Laws, City ordinances and regulations pertaining to health and safety standards applicable to the sale of food and beverages to the general public. No tobacco products may be sold.**

- A. The Tigers agree to consult periodically with the City concerning concession and advertising prices. The Gross Revenues From Concessions shall be the sole and exclusive property of the Tigers. "Gross Revenues From Concessions" shall mean total concession revenues from all operations on the Leased Premises, including, but not limited to Spring Training operations, less all taxes and charges imposed by any governmental, regulatory, or taxing authority.**
- B. The Tigers, or its designee(s), may, during the Term, publish and sell or dispense scorecards, yearbooks and novelty items carrying the logo or marks of the Tigers or of any other Major League Baseball Club on the Leased Premises. The revenues derived from such logo items, scorecards and yearbooks, shall be included in the calculation of Gross Revenues from Concessions.**
- C. The Tigers, or its designee, shall be responsible for paying all costs and expenses of concessions operations. As the concessionaire, the Tigers or its designee shall operate the concessions in a manner consistent with applicable industry standards for comparable concession operations, including providing a sufficient number of properly trained concession personnel to provide the concessions to those attending all events held at the Leased Premises. In addition, the Tigers agree to provide (or cause to be provided) a reasonable selection of quality items for purchase by those attending all events at the Leased Premises.**
- D. The City shall notify the Tigers of any City Events for which it desires that the Tigers provide concessions operations no less than fifteen (15) business days prior to the date of such City Event. Except as may be otherwise agreed by the Parties in writing, the**

Tigers will provide such operations for any such City Event requested by the City. The Tigers will negotiate and remit a reasonable percentage of net revenues from concessions to the City.

- E. The City shall purchase and maintain, in good working condition, the fixtures which shall be defined as those pieces of equipment and apparatus that are permanently attached and as may be further identified in final Construction Drawings approved by the Parties.
- F. The Tigers or its designee shall purchase and maintain all equipment reasonably necessary for the operation and sale of concessions for Spring Training events held at the Leased Premises during the Term. Concession equipment and all other equipment acquired by the Tigers (or its designee) shall be the property of the Tigers (or its designee) both during and after the Term. The City acknowledges and agrees that all concessions equipment on the Leased Premises as of the commencement of the Term hereof belongs to the Tigers or its designee.
- G. The Tigers shall maintain standards of cleanliness and product quality consistent with general industry standards and applicable license laws and regulations for comparable concession operations conducted at a Major League Spring Training Facility. The Tigers shall consult annually with the City as to these issues and pricing, and shall give due consideration to the views of the City regarding these issues.

**10. MESSAGE/CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS.**

- A. All revenues received from all advertising, promotions or sponsorships, billboard signage (i.e., outfield fence, concourses and other advertising signage collectively "Advertising Inventory" subject to approval by the City, advertising rights and, without limitation, all rights with regard to the naming of the Spring Training Facility or any part thereof shall be the property of the Tigers, subject to the provisions of this section. Naming rights shall not be subject to termination by the City until the expiration of this Lease and any extensions thereof. Revenue derived from naming rights shall be

shared. If the Tigers are the procuring cause for acquiring a naming sponsor, the revenue shall be shared with 75% share to the Tigers and 25% share to the City. If the City is the procuring cause for acquiring a naming sponsor, the revenue shall be shared with 50% share to the City and 50% share to the Tigers. In the event there are competing offers on the naming rights with similar economic terms the Tigers shall have the right to select the sponsor.

- B. The Tigers shall have the right to sell message center advertising. In no event may either party sell any message center advertising to an entity if the sale of such advertising would cause the Tigers to breach any exclusivity granted to a naming rights or presenting sponsor. The Tigers agree that they will not allow advertising of any products deemed inappropriate by the City.
- C. The Tigers shall provide all reasonable and necessary maintenance and repair of the electronic scoreboard system in a manner acceptable to the City. If required, the City will assist in providing access for trained and qualified technicians.
- D. The City shall use all reasonable, lawful and permissible efforts to assist the Tigers in obtaining any and all permits or licenses required under the laws or regulations of any governmental authority and necessary for the scoreboard message center and billboard or fixed signage advertising. The City shall also not act unreasonably to withhold or delay its approval of any such permits or licenses required under its laws or regulations.

**11. FEEES FROM THIRD PARTIES AND MISCELLANEOUS REVENUE.**

Except for approved City Events, the Tigers shall be entitled to retain any and all fees from third parties for the use of the Spring Training Facility during the Term, as well as any other moneys, without limitation, generated pursuant to other activities not enumerated herein. Use of the Spring Training Facility by other entities shall be subject to an agreement by and between any such entity and the Tigers on terms determined by the Tigers, subject to approval by the City, which shall not be unreasonably withheld or delayed. The Tigers acknowledge and agree that Polk County Sports Marketing is entitled to up to nine (9) event days at the Spring Training

Facility and agree to cooperate to schedule and facilitate such events.

**12. LEASE PAYMENTS.**

As consideration for this Lease and as rent due to the City for the lease of the Leased Premises to the Tigers, the Tigers agrees to pay to the City a guaranteed, base annual lease payment in the amount of Three Hundred Thousand Dollars (\$300,000.00) ("Base Annual Rent") beginning June 1, 2017 and on each anniversary thereof during the Term.

A. **Management Services Fee:** In addition to the rent, as a service fee, the Tigers shall pay to the City Two Hundred Thirty Thousand dollars (\$230,000.00) annually as a Management Services Fee. The Management Services Fee shall be increased every five (5) years by the percentage change in the CPI-U, US City Average, all items not seasonally adjusted 1982-1984 = 100 base year. The City shall be responsible for payment of the Florida Sales Tax of such amount in accordance with Fla. Stat. 212.031 as it may be amended, revised or re-numbered from time to time.

**13. BROADCASTING.**

The Tigers shall retain any and all broadcasting and television rights for any games played by the Tigers (or any Tigers Minor League affiliate) at the Major League Stadium.

**14. OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS.**

**A. OPERATING MAINTENANCE.**

(1) Throughout the Term and except as otherwise expressly provided herein, the City shall, at its sole expense, provide all cleaning, repair and operational maintenance services for the Leased Premises including without limitation the Major League Stadium and practice fields, in conformity with Major League Baseball standards and otherwise consistent with the maintenance standards and practices adhered to by the City in

connection with its maintenance of Joker Marchant Stadium, to the same standard as prior to the Effective Date. For purposes of this Lease Agreement, cleaning, repair and operational maintenance services shall mean those ordinary cleaning, maintenance and repair services necessary to keep the premises in a first-class, and good working and playing condition and are the ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life, including, without limitation, painting, waterproofing and any expenditures that would otherwise be treated as capital expenditures in accordance with generally acceptable accounting principles but become necessary as the result of the City's failure to conduct appropriate operational maintenance services or from ordinary wear and tear. The City shall repair and maintain the exterior of all buildings to include building envelope, painting, roofs, and other exterior maintenance. The City shall also repair and maintain interior electrical, plumbing, and HVAC systems as needed.

- (2) The Leased Premises shall be maintained by the City pursuant to the terms of this Lease and in accordance with Major League Baseball standards, generally. The maintenance of the athletic fields located at the Leased Premises shall include, without limitation, fertilization, irrigation, weed and vegetation control, and pest control shall be done after normal game and practice hours to ensure minimum interruption with Tigers Baseball Activities.
- (3) The Tigers shall be responsible for providing janitorial services, to include paper products for the portion of the facility used exclusively by the Tigers ("Tigers Exclusive Use Areas"). The City will provide clean-up services for the Spring Training Stadium.
- (4) In connection with City Events and any city emergency use, the City shall, at its sole expense, provide all clean up, repair and operational maintenance services for the Leased Premises and shall restore the Leased Premises to the same condition as it was prior to any such City Event.

- (5) The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Tigers:
- a. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Tigers and which wages shall be reimbursed to the City by the Tigers on a monthly basis upon invoice.
  - b. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.

**B. CAPITAL IMPROVEMENTS.**

- (1) The City and the Tigers shall establish an account (the "Capital Improvements Fund") for mutually agreed upon capital improvement projects to benefit the Leased Premises. No later than April 1 of each calendar year during the Term, the City and the Tigers shall contribute funds to the Capital Improvement Fund in accordance with the schedule of contributions to the Capital Improvement Fund as set forth in the attached Exhibit "F".
- (2) The City shall be responsible for and undertake capital improvements to the Leased Premises in accordance with the terms herein and in conformity with high quality industry standards. For purposes of this Lease Agreement, "Capital Improvements" shall mean those improvements that restore an asset or add to its useful life, or relate to assets having a useful life of more than twelve (12) months, in accordance



with generally accepted accounting principles, but shall expressly exclude capital expenditures to concession and novelty equipment, portable concession units, and equipment owned solely by the Tigers. The City shall only undertake those Capital Improvements that have been approved by the Tigers in writing.

- (3) Fetzer Hall Remodel. The City shall remodel and upgrade Fetzer Hall in a manner to be determined by the Parties. ("Fetzer Project"). The City shall, in 2017, fund \$400,000 for remodel design costs. In 2018, the City shall contribute up to an additional \$3,600,000 for construction. The City's obligation for the Fetzer Project may be delayed at the discretion of the Tigers. In the event that the actual costs of the Fetzer Project are less than \$4,000,000, the City shall contribute the difference between \$4,000,000 and the actual Fetzer Project costs toward their capital contribution requirement; provided however that this provision shall be the City's only obligation with regard to Fetzer Hall. The funds for the Fetzer Project shall not come from the Project Bond funds.

**16. FIXTURES.**

Throughout the Term, the City shall be solely responsible for providing all fixtures necessary to operate the Leased Premises for purposes contemplated herein except as expressly provided herein with respect to telephones, concession, novelty and all baseball related equipment. In addition, the City shall be responsible throughout the Term for the cost of replacing any fixtures not in good and working order, for which they are responsible and consistent with their obligation under Section 14.

**16. TOURIST PROMOTION.**

The Parties hereto expressly recognize and agree that the City is undertaking substantial financial responsibility to induce the Tigers to continue their use of the Leased Premises for Spring Training. The City and the Tigers agree to develop an ongoing promotional partnership for the purpose of promoting the City of Lakeland and Polk County, as well as promotion of the Tigers Spring Training games and ticket sales

thereof. Accordingly, the Tigers agree to cooperate in good faith with the City in its effort to promote the development and success of Major League Baseball activities in the area. The Tigers shall endeavor in good faith effort to cause personnel and players to participate in a reasonable number of cooperative activities involving the promotion and development of professional baseball in the City during Spring Training.

A. The Tigers shall provide the City and Polk County with advertising and promotional opportunities to be agreed upon by the Parties during each year of the Term:

- (1) The City shall be entitled to one (1) event prior to a Tigers home game at Joker Marchant Stadium, which shall include game tickets and food and beverage service for eighteen (18) guests. The date of such event shall be mutually agreed upon by the Parties but subject to availability as determined by the Tigers in its sole discretion.
- (2) The Tigers will provide the City at no charge the use of a suite (including complimentary parking passes for suite attendees) at the Major League Stadium ("City Suite") for one (1) Major League Spring Training Game to help the City promote tourism, economic development and community goodwill.
- (3) In consideration of the benefits provided herein, the Tigers shall provide the City, at no charge, with fourteen (14) admission tickets (or such other lower number for any game as are actually requested by the City) for each Spring Training game to be used by the City for purposes of promoting City tourism, economic development and/or community goodwill, the location of which shall be at the discretion of the Tigers.
- (4) The Tigers shall give reasonable consideration to providing a limited number of additional Spring Training admission tickets to the City for their business and promotional use.

B. The City shall use reasonable efforts to promote the presence of the Tigers baseball operations by all reasonable methods

incidental to regular tourist promotional activities conducted by the City. In addition, the City shall use reasonable efforts to promote ticket sales for Tigers events at the Major League Stadium. The City's promotion of the Tigers shall be limited to the Spring Training Territory of the Tigers.

- C. The Tigers and the Polk County Visitors and Convention Bureau shall meet on or before November 1st of each year throughout the Term for the purpose of finalizing a mutually beneficial promotional campaign to be jointly undertaken.
- D. The Tigers agree that in connection with Tigers Baseball Activities, it shall make a good faith reasonable effort to rent or encourage visitors to the Spring Training Facility to rent hotel rooms and overnight accommodations from businesses located within the City that are subject to the City Tourist Development Tax.

**17. SERVICES AND PERSONNEL.**

- A. The Tigers (or its designee) shall hire and be responsible and pay for concession, ticketing, advertising, and other personnel necessary to service patrons attending: (1) the Tigers Spring Training games (2) Tigers Baseball Activities, and (3) Tigers Non-Baseball Events presented at the Major League Stadium. Such personnel shall include, but are not limited to, ushers, ticket takers, concession workers, first aid attendants, parking attendants, hired by the Tigers, and other related personnel. The Tigers personnel shall be responsible for maintaining their respective work areas in a neat and orderly fashion.
- B. The City shall provide police/security protection inside and outside the Stadium for Spring Training events during the Term of this Lease Agreement or any renewal terms, in accordance with Major League Baseball requirements. For Tigers Non-Baseball Events and for City Events, the party who sponsors such event shall provide security for such event.
- C. At all times during Spring Training, the Tigers shall be responsible for providing its own private security personnel to staff the Tigers

**Exclusive Use Areas.**

**18. VIOLATION OF LAWS.**

- A. The Tigers shall pay all lawful taxes, assessments, licenses and charges on its operations, and on goods, merchandise, fixtures, appliances, equipment and property owned solely by the Tigers and located on or about the Leased Premises (the "Tigers Assets"). Should any improvements to the Tigers Assets made by the Tigers become subject to taxes, the Tigers agrees to pay any and all lawful taxes, assessments or charges which at any time may be levied by any federal, state, City, city or any tax or assessment levying body (i) against the Tigers, (ii) upon the Leased Premises; (iii) upon any interest in this Lease or any possessory right which the Tigers may have in or to the Leased Premises, or (iv) in the Improvements thereon by reason of the Tigers use or occupancy thereof. Any leasehold improvements shall immediately become property of the City for its public use.
- B. The Tigers shall not in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, City, city or other governmental authority or agency in connection with the use and occupancy of the Leased Premises under the terms of this Lease.

**19. TIGERS ALTERATIONS.**

- A. During the terms of this Lease, The Tigers shall not make any permanent alterations or permanent additions to the physical structure of the Leased Premises without first requesting and obtaining written approval from the City, which approval shall not be unreasonably withheld. The Tigers shall repair or cause to be repaired, any damage to the structures, water apparatus, electric lights, or any fixtures, appliances, furniture, lockers or other appurtenances of said premises, which damages result from any gross negligence or willful misconduct of any of the Tigers, its assigns, agents or employees, and to pay, or cause to be paid to the City, the costs for all reasonable and necessary repairs arising from such gross negligence or willful misconduct; provided, however, that, damage

by the natural elements or ordinary wear and tear shall in no event be the responsibility of the Tigers.

- B. Upon the termination of this Lease, the Tigers shall return to the City all equipment and personal property of the City in the exclusive possession of the Tigers, its assigns, agents or employees. All such equipment and property shall be in good condition, subject to ordinary wear and tear, damage by the natural elements or damage caused by parties other than the Tigers, its agents, assigns or employees.
- C. Immediately prior to and following Spring Training during each year of the Term, the City and the Tigers shall jointly perform an inspection of the Leased Premises that shall include an inventory of all equipment and personal property of the City and the Tigers thereon.

**20. UTILITIES.**

Utilities shall be paid for the facilities with responsibility for their payment as set forth in Exhibit "G". Except as provided therein, the City shall be responsible for the cost of all utilities with respect to the Leased Premises, including but not limited to, electricity, water, sewage, and trash removal that are not billed directly to the Tigers. Notwithstanding the foregoing, the Tigers shall reimburse the City for electrical costs incurred to provide field lighting for any evening games played by the Tigers at the Major League Baseball Stadium during the Term to include Minor League games, and shall be responsible for electricity charges related to the Tigers Exclusive Use Areas. The Tigers will be responsible for the installation and maintenance of all telephone hardware and equipment. All utilities shall be separately metered or allocated between the Tigers and the City in a manner that is acceptable to both parties.

**21. OPERATIONS.**

The Parties hereby agree that the exclusive use of the Leased Premises by the Tigers during the Spring Training Season includes operational jurisdiction over the various service providers, subcontractors, and other persons or entities who may be involved or working at the Leased

Premises, but shall not include operational jurisdiction over any City employees unless expressly agreed by the Parties. Accordingly, the Tigers shall manage the agreed upon operations for the Spring Training games, including ticket sales and distribution of tickets. The Tigers will endeavor in good faith to cooperate with other parties using the Leased Premises, including the City, when managing personnel on the Leased Premises during the Spring Training Season.

**22. ASSIGNMENT/SUBLEASE.**

The rights granted to the Tigers pursuant to this Lease shall not be assigned, except with the prior written consent of the City; provided, however, that any assignment or transfer pursuant to the sale of all or substantially all of the assets and/or ownership interest of the Tigers shall not require City's consent hereunder.

The City shall also have the right to approve any sublessee or sublease agreement, which subleases all or part of the Major League Stadium provided that such approval shall not be unreasonably withheld or delayed.

**23. TAXES.**

The City represents that (1) as of the date hereof, it has and shall continue to have throughout the Term, all ownership interests in the Leased Property, (2) as such, has the full authority to grant the Tigers the rights provided hereunder, and (3) this Lease has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in Lakeland and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest held by the Tigers pursuant to this Lease shall be exempt from ad valorem taxation pursuant to Chapter 196.199, Florida Statutes. If, for any reason during the Term, all or any portion of its leasehold interest or other rights or benefits held by the Tigers under this Lease becomes subject to ad valorem taxation, such tax shall be paid by the City as provided by law.

**24. HOLD HARMLESS/INSURANCE.**

- A. Subject to the limitations as set out in Fla. Stat. 768.28 and Fla. Stat. 252.51, the City shall indemnify, defend, and hold harmless the Tigers and the members, partners, officers, employees, affiliates,

representatives and agents for the Tigers (the "Tigers Indemnified Parties"), from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorneys' fees and court costs, arising out of the use, maintenance or operation of the Leased Premises by the City or any of its designees, approved third party lessees, agents, employees, or contractors, or arising out of the actions, omissions to act, or negligence of the City or any third party using the Leased Premises with permission from or the approval of the City in accordance with its rights hereunder, or the City's breach of any representation, warranty or agreement with the Tigers including, but not limited to, bodily injury, death and/or property damage or any other lawful expense. The City agrees to defend all actions to which such Indemnity applies and to conduct the defense thereof at the City's sole expense and by the City's counsel, which counsel shall be satisfactory to the Tigers, but such approval shall not be unreasonably withheld or delayed. The City may not settle any suit, action or claim to which an indemnification obligation applies without the prior written approval of the Tigers, which approval shall not be unreasonably withheld or delayed.

- B. The Tigers shall indemnify, defend, and hold harmless the City from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorney 's fees and court costs (collectively, "Claims"), to the extent such Claims arise out of the use of the Leased Premises by the Tigers or any of its agents, employees, or contractors (the "Tigers Parties") or to the extent such Claims arise out of the actions, omissions to act, or negligence of the Tigers or any third party using the Leased Premises for professional baseball activities or related events with permission from or the approval of the Tigers in accordance with its rights hereunder, or the Tigers' breach of any representation, warranty or agreement with the City including, but not limited to, bodily injury, death and/or property damage or any other lawful expense. The Tigers agree to defend all actions to which such Indemnity applies and to conduct the defense thereof at the Tigers sole expense and by the Tigers counsel. The Tigers may not settle any suit, action or claim to which an indemnification obligation applies without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

C. The Tigers shall maintain insurance with a company or companies reasonably acceptable to the other, which company or companies shall have at least an AM Best rating of A-. The Tigers agree to maintain insurance policies as follows:

- (1) Workers' compensation insurance in an amount not less than is required by Florida law, including Employers Liability with limits of \$1,000,000 per employee for Bodily Injury by disease and \$1,000,000 aggregate for Bodily Injury by disease.
- (2) Commercial general liability insurance with a limit of \$5,000,000.00 or such other greater amount as the Tigers shall determine is reasonably prudent; and Automobile Liability insurance covering all owned, non-owned and hired autos with limits of \$5,000,000 per accident. These limits may be evidenced by any combination of primary and excess coverage.
- (3) The Tigers shall name the City as an additional insured on all commercial general liability insurance policies as required herein. Such additional insured coverage shall be subject to and limited to the Tiger's indemnity obligations set forth in Para. 24(B). The Tigers shall issue certificates evidencing such insurance policy to the City no less than thirty (30) days prior to Spring Training each year.

D. The City of Lakeland is a municipal corporation organized and existing in accordance with the laws of the State of Florida and is a qualified self-insured entity in accordance with Florida law. For policies subject to a self-insured retention, the City shall remain responsible (i.e., contractually liable) to the same extent that an open market insurance carrier would be if self-insurance had not been used. The City of Lakeland will maintain coverage as more specifically provided below:

- (1) Fire, theft and comprehensive coverage for vehicle and equipment damage. This pertains to both City owned as well as that which is owned by others but are under the control and custody of this City through contract or other such formal agreement.
- (2) Comprehensive General Liability covering claims for both bodily



**injury and property damage exposures for which the City may be deemed liable. The coverage is \$1,000,000 per occurrence with a \$3,000,000 policy aggregate. Excess liability covering multiple perils is \$4,000,000 per occurrence and \$4,000,000 policy aggregate.**

- (3) Business Automobile Liability for both bodily injury and property damage exposures for which the city may be deemed responsible. This includes any vehicle being operated under the direction of the City of Lakeland. Auto Liability covers all owned, non-owned and hired vehicles with limits of \$1,000,000 per occurrence.**
- (4) Workers' Compensation coverage including Employers Liability as required by the State of Florida. In addition the City carries an umbrella policy from its excess Workers Compensation carrier for \$1,000,000 per employee.**
- (5) The City shall name the Tigers as an additional insured on all Comprehensive General Liability and Excess coverage as required herein and the City shall issue certificates evidencing such coverage to the Tigers no less than thirty (30) days prior to Spring Training each year.**
- (6) The City shall provide all risk property insurance including windstorm and flood for the full replacement value of the Joker Marchant Stadium Complex.**

**25. FIRE OR OTHER CASUALTY.**

- A. The City shall insure the Leased Premises against damage or destruction by fire or other casualty under an all risk property form applicable to the Leased Premises. The City shall ensure that the Leased Premises are covered for 100% replacement value. If any part of either of the Leased Premises is damaged or destroyed by fire or other casualty insured under the all-risk property form applicable to the Leased Premises, and the Leased Premises are unavailable for more than one (1) Spring Training Season, then the Tigers may terminate this Lease by written notice to the City within one hundred twenty (120) days**

after the later date of such damage or destruction or unavailability of the Leased Premises, is known by the Tigers. In the event the Tigers elect to terminate the Lease, each Party shall be entitled to the proceeds of any insurance it has procured, there shall be an abatement of all monies due hereunder, and the Tigers shall be entitled to 50% of any Capital Improvements Fund available as of the date of such damage or destruction. Upon payment of any sums then owing by either Party to the other, the Parties shall be released from all future liability hereunder except for liability under the indemnity provisions hereof, which shall survive termination of this Lease. The Tigers shall provide Fire Legal Liability for damages by fire to the Leased Premises occupied exclusively by the Tigers in the amount of \$100,000.

- B. If the Tigers do not elect to terminate this Lease as a result of damage, destruction or unavailability of either of the Leased Premises, then at its expense, the City shall restore the Leased Premises to as good as condition as existed immediately prior to the damage or destruction and the Tigers shall not be released from any obligations hereunder except that there will be a release from all monetary payments due hereunder for the period of unavailability.
- C. If either of the Leased Premises is damaged or destroyed by fire or other casualty and the Leased Premises are unavailable for less than one Spring Training season during the Term, the City shall promptly repair and rebuild the Leased Premises. In such event, all Tigers obligations hereunder shall be suspended during the period of time for which the Leased Premises are unavailable.
- D. If during any period the Leased Premises are unavailable, the Tigers must find an alternative location for Spring Training, the City shall make reasonable efforts, if requested by the Tigers, to secure a temporary, substitute Spring Training Facility for the Tigers, which satisfies the reasonable needs of the Tigers to conduct Spring Training activities.
- E. Except to the extent provided for in this paragraph or elsewhere in this Lease, neither the monies payable by the Tigers nor any of the Tigers other obligations under any provisions of the Lease shall be affected by any damage to or destruction of the Leased Property by any cause whatsoever.

- F. The City and the Tigers, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

**26. DISPUTE RESOLUTION.**

- A. The Parties agree to attempt to settle any dispute or controversy that may arise between the Tigers and the City regarding any provision or obligation set forth in this Lease by mediation. A mediator will be selected by the parties who will endeavor to resolve in a mutually satisfactory way, any such dispute or controversy in accordance with the laws of the State of Florida. The Party desiring the mediation shall give written notice thereof to the other Party specifying the specific question or questions to be mediated.
- B. If a mediator is unable to satisfactorily resolve the question or questions to be mediated within sixty (60) days of commencing the mediation, the Parties agree to then submit the question or questions to resolution by binding arbitration conducted in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") or such other process upon which they may agree, then in effect.
- C. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period.
- D. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected

arbitrators shall select a third arbitrator.

- E. If the arbitrator (or if a panel is selected) feels that he or she requires input from third party consultants, the arbitrator shall be entitled to hire any such consultant provided that such consultant is unbiased and has no relationship with either Party . The cost of the arbitration, including all fees and expenses of the arbitrator, shall be borne or apportioned in accordance with the award of the arbitrator.
- F. Discovery in the arbitration will be conducted in accordance with the Florida Rules of Civil Procedure.
- G. After all the evidence has been presented and the hearing has concluded, the arbitrator shall issue an award within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

**27. SUSPENSION OF PLAY.**

If for any reason beyond the reasonable control of the Parties, including without limitation, as a result of any act of nature or force majeure, national emergency, state of war, or because of a labor strike, lock-out, or other cause of similar nature, the Leased Premises are unavailable for an entire Spring Training Season shall be regarded as suspended for the period of unavailability without liability to either Party, and the Term shall be extended for one (1) additional calendar year so long as the period of unavailability is no more than one (1) Spring Training Season during the Term. If the Leased Premises shall be unavailable for more than one Spring Training Season during the Term, the Tigers shall have the right to terminate the Lease subject to the requirements of Section 30.

**28. NOTICES.**

Any notice required to be given hereunder shall be in writing and shall be deemed received (i) upon actual receipt if sent by overnight delivery by a nationally recognized courier or by the U.S. Postal Services, Express Mail, postage prepaid, (ii) five (5) days after deposit if sent by U.S. certified mail, return receipt requested, or (iii) upon actual confirmed receipt if sent by facsimile copy:

**For notices to the Tigers:**

**Mr. David Dombrowski  
President, General Manager and CEO  
Detroit Tigers, Inc.  
2100 Woodward Avenue  
Detroit, MI 48201-3470**

**For notices to the City:**

**City Manager's Office  
228 S Massachusetts Avenue  
Lakeland, Florida 33801  
(863) 834-6268**

**With a copy to:**

**City Attorney's Office  
228 S Massachusetts Avenue  
Lakeland, FL 33801  
(863) 834-6010**

**In addition to the formal notices required by this Lease, the Tigers shall coordinate in good faith its activities hereunder with the City through the City's Director of Parks and Recreation, or such other person as the City Manager may designate from time to time. Pursuant to the notice provision above, it is hereby agreed that the said Director or other, designee is authorized to represent the City with respect to matters covered by this Lease. In similar fashion, the Tigers shall designate one person who shall be authorized to represent the Tigers in such matters. In the absence of the Tigers making a specific designation to the contrary, this person shall be the person named above by the Tigers to receive all notices.**

**29. PERMITS.**

The Tigers, at its sole expense, shall comply with all laws, orders and regulations of federal, state and City authorities, and with any directions given by any public officer pursuant to law, which shall impose any duty upon the Tigers with respect to the Tigers use of the Leased Premises. The City shall obtain permits or licenses or take necessary corrective action to ensure the acquisition of any permit directly related to the City's repair, renovation or maintenance of the Leased Facilities and compliance with building codes. The Tigers, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms and conditions of this Lease, and the City, if necessary, will join with the Tigers in applying for all such permits or licenses. To the extent permitted by law, the City will assist and cooperate with the Tigers in securing permits for the operation of the Leased Premises. The City shall also not act unreasonably to withhold its approval of any such permits or licenses required under its laws or regulations.

**30. TERMINATION AND REMEDIES**

- A. The City may terminate this Lease upon sixty (60) days' written notice to the Tigers of any of the following events (collectively hereinafter referred to as the "Tiger Defaults");
- (1) If the Tigers vacate the Leased Premises, or cease to conduct a majority of its Baseball Activities at the Joker Marchant Stadium;
  - (2) If, by order of a competent authority, a receiver, liquidator or trustee of the Tigers or any of its property shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the Tigers shall be adjudicated or determined to be bankrupt or insolvent, or if the Tigers shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;
  - (3) If the Tigers fail to make any payments to the City pursuant

to this Lease within one hundred twenty (120) days following written notice of such payment default, or

(4) If the Tigers breach any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of written notice of such breach delivered to the Tigers; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a reasonable period of time which is acceptable to the City, and the Tigers diligently pursues such cure, the Tigers shall be allowed such agreed upon time period to cure such default.

B. Upon an event of a Tigers Default, the City, shall have any remedy available at law or equity.

C. Termination. Subject to Section 30F, In the event the City should elect to terminate the Lease following a Tigers Default, the City's remedies are as follows:

(1) The City shall have the right to re-enter or repossess the Leased Premises by force, summary proceedings, surrender or otherwise, and may dispossess and remove the Tigers, or any other occupants thereof, without being liable for any prosecution therefor, provided, however, that the City shall have no right to the Tigers assets and the Tigers shall have the right to remove all tigers assets from the Leased Premises.

(2) The City shall have the right to file an action to collect any monetary obligations accrued through the date of termination.

(3) The City shall have the right to re-let the Leased Premises. Should the City incur necessary and reasonable expenses in enforcing its rights hereunder, specifically including reasonable attorney's fees and court costs, said reasonable expenses shall be borne by the Tigers.

(4) Termination Fee. The City shall be entitled to a termination fee

in an amount necessary to pay the unamortized portion of the debt on the Improvements, and to pay debt service on the Project Bonds. The City shall take all steps necessary to relet the Stadium complex and to further mitigate damages that it may incur as a result of a Termination by the Tigers.

(5) The Tigers shall remit to the State of Florida any payments required by Fla. Stat. 288.11631.

- D. In addition to any other remedies available to it as provided herein or at law or equity, the Tigers may terminate the Lease upon thirty (30) days' written notice to the City of a breach by the City of any material provision, agreement or obligation hereunder ("City Default") that is not cured within sixty (60) days of notice of such breach ; provided , however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a Reasonable period of time which is acceptable to the Tigers, and the City diligently pursues such cure, the City shall be allowed such agreed upon time period to cure such default. Following the termination of this Lease by the Tigers, the Tigers shall be relieved of all liabilities and obligations accruing after the effective date of termination.
- E. In the event of a City Default, and in addition to the remedy permitted by Paragraph (D) above or at law or equity, the Tigers are granted the remedy of "Self Help" to be exercised at its sole and exclusive discretion, by taking such action as the Tigers deems necessary to cure such default, and the City shall, upon demand made by the Tigers, reimburse the Tigers for the cost of curing such City Default, plus an administrative fee equal to ten (10) percent of the cost to the Tigers to cure such default. . In the event the City fails to reimburse the Tigers for the cost of curing the City Default within thirty (30) days from demand for payment by the Tigers, the Tigers may deduct such amount from the Base Annual Rent payable under this Lease, or from any other sums due the City hereunder . The taking of actions by the Tigers to mitigate a City Default shall not be deemed a cure of such default.
- F. Notwithstanding anything to the contrary herein, under no



circumstances may the Tigers rights to use the Leased Premises be terminated between January 1st and April 30th of any year during the Term

**31. GENERAL PROVISIONS.**

**This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for claim shall be Polk County, Florida or the U.S. District for the Middle District of Florida, Tampa Division.**

- A. The covenants, terms, conditions, provisions and undertakings in this Lease, or in any renewals thereof, shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the respective Parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto it shall be held to include and apply also to the heirs, personal representatives, executors, administrators, successors and assigns of such Party as if in each and every case so expressed.**
- B. The Parties agree to execute and deliver any instruments in writing, which are necessary to carry out any agreement, term, condition or assurance in this Lease, whenever the occasion shall arise and request for such instrument shall be made.**
- C. The specified remedies to which the Parties may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties maybe lawfully entitled in case of any breach or threatened breach of any provision or provisions of this Lease.**
- D. This Lease and any exhibits attached hereto contain the entire Agreement and understanding between the Parties and is a complete and exclusive statement of the terms thereof. Except for any conditions or terms contained in the Spring Training Facility Agreement (defined above) that are unsatisfied as of the effective date of this Lease, this Lease shall supersede all prior oral and written understandings or agreements, terms or conditions relating to**

the Leased Premises, and neither Party has relied on any representation, express or implied, not contained in this Lease or the simultaneous or prior writings heretofore. Any amendment or modification of this Lease may not be changed or supplemented orally, but shall be in writing and signed by the Parties. This Lease may not be amended, supplemented or otherwise modified, and no provision of this Lease may be waived, unless all necessary MLB Approvals have been obtained in advance thereof.

- E. Each of the Parties represents and warrants that as of the date hereof and throughout the Term (1) it has all requisite authority to enter into this Lease and to perform its obligations hereunder, (2) that the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of such Party, and (3) upon due execution and delivery by such part, constitutes a legal, valid and binding obligation of the part, enforceable against such Party in accordance with its terms.
- F. If any term or other provision of this Lease is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Lease shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify the Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
- G. Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by the Tigers hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is

granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the Spring Training Territory of the Tigers. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entities.

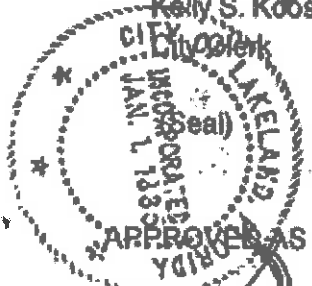
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and their respective seals to be hereunto affixed, the day and year first above written.

CITY OF LAKELAND, FLORIDA

ATTEST:

BY: Kelly S. Koos  
Kelly S. Koos

BY: R. Howard Wiggs  
R. Howard Wiggs  
Mayor



APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney

DETROIT TIGERS, INC.

ATTEST:

BY: David J. [Signature]

By: [Signature]

**EXHIBIT "D"**

**INTERLOCAL AGREEMENT  
FOR TOURIST DEVELOPMENT TAX FUNDING  
FOR IMPROVEMENTS TO  
JOKER MARCHANT STADIUM**

**THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Lakeland, Florida, a Florida municipal corporation (the "City"), and Polk County, a political subdivision of the State of Florida (the "County"), their respective successors and assigns (the City and the County may sometimes be referred to herein collectively as the "Parties").**

**WITNESSETH**

**WHEREAS, Florida Statutes, Section 163.01, the Florida Interlocal Cooperation Act of 1969 (the "Cooperation Act"), at Subsection 163.01(4), provides that public agencies of the State of Florida, which by definition include cities and counties, may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and**

**WHEREAS, the City is the owner and operator of The Joker Marchant Stadium Complex, a public facility located at 2301 Lakeland Hills Boulevard, Lakeland, Florida 33805 that is comprised of Joker Marchant Stadium, Two Batting Cages, Weight Room, Major League Locker Room, Minor League Clubhouse, Fetzer Hall Dormitories, Cafeteria, and Recreation Hall, Tigers Administration Building, 5.5 Practice Fields, Bunting and drills field, Long mounds, Maintenance and Storage Building (the "Complex"); and**

**WHEREAS**, the Complex is a "professional sports franchise facility" and a "retained spring training franchise facility" within the meaning of Section 125.0104(3)(f)1, Florida Statutes, and a "Facility" within the meaning of Sections 288.11621(1)(d) and 288.11631(1)(d), Florida Statutes, in that the Complex has been the spring training home of the Detroit Tigers major league baseball team since 1966 and is the home of the Lakeland Flying Tigers minor league baseball team (the Detroit Tigers major league baseball team and the Lakeland Flying Tigers minor league baseball team shall collectively be referred to as the "Team"); and

**WHEREAS**, the City intends to undertake a project for the renovation and expansion of the Complex as more particularly described in Section 4.2 (collectively, the "Improvements") in order to induce the Team to extend their current lease or enter into a new lease with the City for an additional twenty (20) year period, and, in connection therewith, will apply for State funding for renovation of a spring training facility pursuant to Section 288.11631, Florida Statutes for the purpose of funding a portion of the Improvements; and

**WHEREAS**, the Improvements by the City comply with and will further the purposes of the County's plan of tourist development devised in accordance with Section 125.0104(4), Florida Statutes; will promote the influx of tourists to the City and the County, and thereby benefit the local economy; and will be of substantial benefit to the entire City and County; and

**WHEREAS**, it is the purpose and intent of the Parties, this Agreement, and the Cooperation Act to permit the City and the County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the Improvements in the manner that will best

accord with the existing resources available to each of them and with the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

**WHEREAS**, it is the purpose of the Cooperation Act to provide for a means by which the City and the County may exercise their respective powers, privileges and authorities which they share in common and which each might exercise separately; and

**WHEREAS**, the City has committed to incur all or a portion of the Indebtedness (hereinafter defined) for the Improvements, and the County has elected to pledge a portion of the revenues from its tourist development tax, authorized by Section 125.0104, Florida Statutes (the "Tourist Development Tax"), in the amounts set forth in Section 3.2, to pay a portion of the Indebtedness, all in accordance with the intent and purposes of the Cooperation Act permitting local governments to, among other things, provide from their treasuries the financial support for the purposes set forth in Interlocal agreements; and

**WHEREAS**, the City and the County have ascertained that the method or formula for equitably providing for and allocating and financing the capital costs for the Improvements and the payment of the Indebtedness therefor, including payments to reserve funds and payments of principal and interest on obligations as established by the Parties, are reasonable on the basis of the amount of services rendered or to be rendered, benefits received or conferred and on all other equitable bases; and

**WHEREAS**, in order to induce the Team to extend their current lease or enter into a new lease with the City for an additional twenty (20) year period the County deems it proper and appropriate to pledge a portion of the Tourist Development Tax to pay a portion of the Indebtedness, as more specifically set forth herein; and

WHEREAS, the City and the County wish by this Agreement to provide for the terms and conditions of the commitment of the City and the County created hereby and to secure the payment of the Indebtedness, in order to further the purposes stated herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions contained herein, the Parties agree as follows:

**SECTION 1: Recitals**

The above recitals are true and correct and incorporated herein.

**SECTION 2: Authority**

This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law.

**SECTION 3: Covenants and Obligations of the County**

3.1 Subject to the terms and conditions of this Agreement, the County does hereby covenant and pledge a portion of the fourth percent of the Tourist Development Tax for the purposes provided herein, for a term of twenty (20) years. In order to finance the Improvements, the City shall issue bonds, amortized over a twenty (20) year period, in the approximate amount of \$37,000,000.00 (the "Indebtedness"). The City shall issue all such bonds in a one-time, single issuance, and the Parties expressly acknowledge and agree that this Agreement, and the County's obligations hereunder, shall not apply to any bonds issued by the City following such initial issuance, whether issued in connection with the financing of the Improvements or not; provided, however, this provision shall not operate to limit either Party's rights under Section 4.6 of this Agreement.

3.2 The County shall make a single annual payment to the City, commencing September 30, 2017 and every September 30th thereafter in an amount equal to the lesser

of: (i) 39.4% of the actual amount of principal and interest due on the Indebtedness for that particular year; or (ii) the amount of annual principal and interest necessary to defease a principal amount of \$14,560,000.00, over a twenty (20) year term, at a maximum interest rate of 4.5%. Such annual payments by the County shall be applied toward payment of the Indebtedness, and the County shall make such annual payments to the City until the County's obligation under this Agreement is satisfied, or sooner terminated. The annual payment shall represent both principal and interest on the County's portion of the Indebtedness as set forth on the Estimated Bonded Debt Amortization Schedule shown in Exhibit "A" attached hereto and incorporated herein. Exhibit "A" is provided for illustration purposes only and shall not be construed as adding to or limiting the obligation of the Parties pursuant to this Agreement. Upon the issuance of the Indebtedness, the actual amortization schedule for the Indebtedness shall be used to calculate the annual payments due and shall be incorporated into this Agreement as an addendum. The Parties agree that the sum of all annual principal payments provided by the County herein will not exceed \$14,560,000, nor constitute more than 39.4% of a total project cost of at least 37,000,000.

3.3 On any annual payment date, the County may elect to terminate its obligations under this Agreement by paying to the City an amount equal to the County's share of the unpaid principal amount due on the Indebtedness through maturity of this Agreement.

3.4 With the exception of those revenues previously pledged for improvements to the Lakeland Civic Center, the County covenants and agrees to apply the annual revenues derived from the fourth percent of the Tourist Development Tax up to the annual proportionate share of the limits set forth in Section 3.2 to satisfy its annual payment



obligations under this Agreement prior to applying said revenues to any other purpose. The Parties acknowledge and agree that all surplus funds generated annually from the fourth percent of the Tourist Development Tax in excess of what is necessary to satisfy and discharge the County's annual obligations hereunder, including any carried over amount from the prior year, if any, as set forth below, may be utilized by the County for any purpose authorized by Section 125.0104(3)(l), Florida Statutes. In the event the revenue generated from the fourth percent of the Tourist Development Tax is insufficient in any given fiscal year for the County to meet its obligations hereunder, then the County shall carry the shortfall forward so that it becomes due and payable with the next annual payment. In the event full payment has not been made at the end of the twenty year financing period provided herein, the Parties agree that this Agreement, and the County's obligation to make payments hereunder, shall be extended for such additional period of time as is necessary for the County to make full payment to the City.

**SECTION 4: Covenants and Obligations of the City**

Subject to the terms and conditions of this Agreement, the City does hereby covenant and agree as follows:

4.1 In order to finance the Improvements, the City shall proceed with all steps necessary to obtain financing and related costs for the Improvements, and shall diligently pursue completion of the Improvements being financed with the proceeds of the debt instrument(s);

4.2 The City shall apply for State incentive funding for renovations for a spring training franchise facility pursuant to Section 288.11631, Florida Statutes, and the City shall use the proceeds of such funding for the sole purpose of financing a portion of the costs of the Improvements by servicing the debt obtained to finance the Improvements as

indicated in Section 4.1;

4.3 The City shall apply the proceeds from any lease or financial revenue sharing agreement with the Team for the funding of the Improvements to service the debt obtained to finance the Improvements as indicated in Section 4.1; provided, however that this provision shall not apply to any leases entered into for improvements or uses which are not in whole, in part, or in any manner materially associated with the Improvements for which the County funds are intended and which are governed by this Agreement. The Improvements shall consist of:

- a. New Major League Clubhouse and support facilities
- b. Demolition of existing major league clubhouse
- c. New Minor League Clubhouse and support facilities
- d. Renovation and re-purposing of Minor league Clubhouse
- e. New Concourse expansion to create a "360 walk-around" Joker Marchant Stadium
- f. Demolition of existing 3<sup>rd</sup> base pre-stressed bleachers and replacement with stadium seating
- g. New Stadium Club and seating area on 1<sup>st</sup> base side
- h. Expansion and renovation of Press Box facilities
- i. Relocation of two existing suites
- j. New food service pantry for second level
- k. Relocation of existing Grandstand second level restrooms
- l. New elevator and stair tower
- m. New administrative offices Major and Minor Leagues
- n. New concessions and restrooms at stadium main concourse

- o. New climate controlled team store**
- p. Expand left field berm, patio, and seating. Include Party Deck and outdoor kitchen**
- q. Relocate bullpens**
- r. Relocate Video Board**
- s. Expand and remodel existing Visiting Team Locker Room**
- t. Replace existing Major League batting Cage across runway**
- u. Relocate Parks and Recreation maintenance as required in repurposed buildings**
- v. New Multi-tiered practice field quad observation tower-toilets, office, video review room, and storage**
- w. Demolition of Hanger #3 replace with secured parking**
- x. New Walkway Canopy between existing Cafeteria and Dormitory**
- y. Renovation of existing food preparation and equipment in Cafeteria**
- z. Reconfigure and upgrade walkway between facilities**
- aa. Replace natural turf on one field with Artificial Turf.**

**4.4 The City shall be obligated to pay and shall satisfy any remaining obligation in conjunction with the Indebtedness as indicated in Section 4.1, with no additional contribution from the County except as specifically provided in Section 3;**

**4.5 The City covenants and agrees not to mortgage, sell, dispose of, transfer or otherwise convey any interest in the Complex during the term of this Agreement without the written consent of the County and any proceeds from any such disposition shall first be applied against the Indebtedness;**

**4.6 The City covenants and agrees not to modify or amend any of the debt**

instruments secured in connection with the financing of the improvements in any manner which would shorten, lengthen, enlarge or modify the obligations of the County hereunder, or to refund any bonds without prior written consent of the County; and in the event such modification or amendment is made which reduces the total debt service payment on the indebtedness, then the County's share of the debt service obligation shall be reduced proportionately;

4.7 The City shall prepare the annual payment calculations based upon the actual amortization schedule as described in Section 3.2 and submit a written copy of such calculation to the County on or before August 1 immediately preceding each required annual payment date; and

4.8 As consideration for the County's pledge made herein, the City shall permit the County to use the Complex, or portions thereof, for not more than four (4) special events per year during the term of this Agreement, which events shall not exceed a maximum of nine (9) days per year, collectively, and shall not conflict or interfere with the activities of the Team. The County agrees to reimburse the City for its reasonable staff and maintenance costs incurred as a result of the County's use of the Complex.

#### **SECTION 5: Conditions**

The Parties acknowledge and agree that the County's performance under this Agreement is contingent upon the following conditions:

5.1 The City must receive written acknowledgment from the State of its award of not less than \$20,000,000 of incentive funding pursuant to Section 288.11631, Florida Statutes, as further described in Section 4.2. The City shall provide a copy of such acknowledgment to the County within five (5) business days of receipt. In the event the City is unable to secure such funding, this Agreement shall be *void ab initio*, the County

shall have no obligation hereunder, and any payments made by the County to the City pursuant to this Agreement shall be immediately returned to the County in full; and

5.2 The City must enter into an agreement with the Team for the lease of the Complex for a term of not less than twenty (20) consecutive years (the "Lease"). The City shall provide a copy of the fully executed Lease to the County within five (5) business days of full execution. In the event the Lease is not executed for any reason, whether through any fault or no fault whatsoever of the City, this Agreement shall immediately terminate and be of no further force or effect, and the County shall have no further obligation hereunder. In the event that the Lease is terminated by the City or the Team, or the Team relocates its home spring training games or the Lakeland Flying Tigers home games to another location prior to the completion of the Lease term (individually, a "Default Event" and collectively, the "Default Events"), then the County shall have the right to terminate this Agreement by providing written notice thereof to the City, and, in such event, the County shall have no further obligations hereunder; provided, however, that if the Lease is terminated through no fault of the City, then prior to the County terminating this Agreement, the City shall be permitted to pursue the enforcement of its remedies under the Lease for a period not to exceed 24 months from the date of the Lease termination (the "Enforcement Period"). If during the Enforcement Period the County determines in its reasonable discretion that the City is not diligently pursuing its Lease remedies, or if the Enforcement Period expires and any of the Default Events remain uncured, then the County shall have the right to terminate this Agreement effective immediately. Within sixty (60) days from the date of such termination, the City shall reimburse the County in full for any principal and interest payments made by the County pursuant to Section 3.2, from the date on which the Default Event(s) first occurred through the date this Agreement

is terminated. Said reimbursement to the County by the City shall also include interest on all the debt service payments from the date the County makes such payments, to the date this Agreement is terminated. Such interest shall accrue at the annual average rate of the State Board of Administration's Florida Prime 30-day average yield for the months of October through September of the previous fiscal year.

**SECTION 6: No Lien on Nor Pledge of Ad Valorem Revenues**

The pledge of the City and the County, respectively, as set forth herein, shall not constitute nor create a lien, either legal or equitable, on any of the City's or the County's respective ad valorem revenues or funds. Neither the City nor the County shall ever be required to levy ad valorem taxes on any property within its respective boundaries to pay their respective shares of the debt service payments or any other payments provided herein.

**SECTION 7: Indemnification**

Without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying party's failure to comply with the provisions of this Agreement, to the extent permissible by Florida law. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**SECTION 8: Term**

Unless extended by mutual written agreement of the Parties, or unless otherwise provided in this Agreement, this Agreement shall expire when the County's financial

obligations as set forth in Section 3 have been satisfied.

**SECTION 9: Effective Date**

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective upon the filing of the fully executed Agreement with the Clerk of the Circuit Court for Polk County, Florida.

**SECTION 10: Notice**

Any notice or correspondence required under this Agreement shall be provided to the other party by personal hand delivery, by recognized overnight courier service, postage prepaid, or by certified mail, return receipt requested, to the other party at the address set forth below:

Polk County, Florida  
County Manager's Office  
P.O. Box 9005, Drawer CA01  
Bartow, Florida 33831

City of Lakeland, Florida  
City Manager's Office  
228 South Massachusetts Avenue  
Lakeland, Florida 33801

**SECTION 11: Third-Party Rights**

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the City and the County.

**SECTION 12: Assignment**

Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered under any circumstances.

**SECTION 13: Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not

contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

**SECTION 14: Controlling Law / Members of the City and County Not Liable**

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

**SECTION 15: LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT,



**COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

**SECTION 16: Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, Tampa Division.

**SECTION 17: Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**SECTION 18: Waiver**

A waiver by either the County or the City of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**SECTION 19: Annual Appropriations**

The City acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein

contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this Agreement is contingent upon annual appropriation.

**SECTION 20: Entirety of Agreement**

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the City and the County pertaining to the matters stated herein, whether written or oral.

**SECTION 21: Amendment**

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:  
Stacy M. Butterfield, Clerk

By: Kim Hancock  
Deputy Clerk

Reviewed as to form and legal sufficiency:  
Sandra B. Houder 11/5/13  
County Attorney's Office Date

POLK COUNTY, a political subdivision of the State of Florida

By: Melony Bell  
Melony Bell, Chairperson  
Board of County Commissioners



Date: 11.5.13

ATTEST:

[Signature]  
Kelly B. Koos, City Clerk  
Michael C. Brassard  
Acting City Clerk

Reviewed as to form and correctness:  
[Signature]  
Timothy J. McCausland, City Attorney  
Date: 11/27/13

CITY OF LAKELAND,  
a municipal corporation of the State of Florida

By: [Signature]  
Gow B. Fields, Mayor

Date: 11/25/13



**EXHIBIT "A"**

**Estimated Bonded Debt Amortization Schedule**

1. The annual debt service obligations of the County, commencing September 30, 2017, and continuing through the final payment of September 30, 2036, are estimated to be:

Payment Date	Beginning Balance	Principal	4.5% Interest Paid	Ending Balance	County's Estimated Annual Obligation
30 Sept 17	14,560,000.00	459,566.69	645,798.30	14,100,433.31	1,105,364.99
30 Sept 18	14,100,433.31	480,679.10	624,685.09	13,619,754.21	1,105,364.99
30 Sept 19	13,619,754.21	502,761.41	602,603.58	13,116,992.80	1,105,364.99
30 Sept 20	13,116,992.80	525,858.18	579,506.81	12,591,134.62	1,105,364.99
30 Sept 21	12,591,134.62	550,016.02	555,348.97	12,041,118.60	1,105,364.99
30 Sept 22	12,041,118.60	575,283.66	530,081.33	11,465,834.94	1,105,364.99
30 Sept 23	11,465,834.94	601,712.09	503,652.90	10,864,122.85	1,105,364.99
30 Sept 24	10,864,122.85	629,354.64	476,010.35	10,234,768.22	1,105,364.99
30 Sept 25	10,234,768.22	658,267.08	447,097.91	9,576,501.14	1,105,364.99
30 Sept 26	9,576,501.14	688,507.75	416,857.24	8,887,993.39	1,105,364.99
30 Sept 27	8,887,993.39	720,137.68	385,227.31	8,167,855.71	1,105,364.99
30 Sept 28	8,167,855.71	753,220.68	352,144.31	7,414,635.03	1,105,364.99
30 Sept 29	7,414,635.03	787,823.50	317,541.49	6,626,811.53	1,105,364.99
30 Sept 30	6,626,811.53	824,015.98	281,349.01	5,802,795.55	1,105,364.99
30 Sept 31	5,802,795.55	861,871.13	243,493.86	4,940,924.43	1,105,364.99
30 Sept 32	4,940,924.43	901,465.34	203,899.65	4,039,459.09	1,105,364.99
30 Sept 33	4,039,459.09	942,878.49	162,486.50	3,096,580.60	1,105,364.99
30 Sept 34	3,096,580.60	986,194.17	119,170.82	2,110,386.43	1,105,364.99
30 Sept 35	2,110,386.43	1,031,499.76	73,865.23	1,078,886.67	1,105,364.99
30 Sept 36	1,078,886.67	1,078,886.67	26,478.32	0	1,105,364.99
<b>TOTAL</b>		<b>14,560,000.00</b>	<b>7,547,299.80</b>		<b>22,107,399.80</b>

2. The total annual debt service obligations of the County and the City, along with the incentive funding received from the State and any contribution from the Team, are estimated to be:

County:	\$1,105,364.99
City/Team:	726,154.00
State:	<u>1,000,000.00</u>
<b>TOTAL:</b>	<b>\$2,831,518.99</b>

3. The total estimated capital proceeds received over the 20-year financing period are projected to be:

County:	\$14,560,000.00
City/Team:	9,440,000.00
State:	<u>13,000,000.00</u>
<b>TOTAL:</b>	<b>\$37,000,000.00</b>

## **EXHIBIT "E"**

### **ESCROW AGREEMENT**

**This Escrow Agreement ("Agreement") is entered into this 16<sup>th</sup> day of January, 2015, by and between the CITY OF LAKELAND, a political subdivision and charter City of the State of Florida ("City"), the DETROIT TIGERS, INC., a Michigan Corporation, ("Tigers"), THE OFFICE OF THE CITY CLERK FOR THE CITY OF LAKELAND, FLORIDA (the "Escrow Agent"), (collectively with the City Clerk, "Escrow Agents" or individually an "Escrow Agent") and together with the City and the Tigers, the "Parties", or individually, a "Party").**

**For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:**

**This Agreement relates to that certain Spring Training Facility Development Agreement dated January 16, 2015, by and between the City and the Tigers (the "Development Agreement").**

**Pursuant to Section 3 of the Development Agreement, the City and the Tigers have entered into that certain Spring Training Facility Lease Agreement between the City and the Tigers with a Signature Date of January 16, 2015 (the "Lease Agreement").**

**Escrow Agent, the City Clerk, hereby acknowledges receipt of two originals of the Lease Agreement Originals (collectively, the "Lease Agreement Originals"), executed by both the City and the Tigers, and the Escrow Agent agree that the Original Lease Agreements shall be held in escrow (the "Escrow") until the Lease Commencement Date, as defined in the Lease Agreement Originals, and receipt of the joint written instructions of the City and the Tigers to release the Lease Agreement Originals from Escrow, at which time Escrow Agents shall deliver from Escrow one Lease Agreement Original to the City and one Lease Agreement Original to the Tigers. In addition, the City Clerk acknowledges receipt of two originals of the Modification of the Use Agreement ("Modification Originals"). The City Clerk shall hold the Modification Originals in escrow until December 31, 2016. If the Lease Commencement date is prior to December 31, 2016, the Modification Originals shall be destroyed.**

**Upon completion and delivery of the Lease Agreement Originals,**

Escrow Agent shall be automatically released and discharged of their escrow obligations hereunder. Escrow Agent will have no liability under this Agreement.

In the event conflicting demands are made on an Escrow Agent, or an Escrow Agent, in good faith, believes that any demands with regard to the Lease Agreement Originals are in conflict or are unclear or ambiguous, such Escrow Agent may bring a declaratory or interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of the Escrow Agent bringing the action, and the Escrow Agent is entitled to reimbursement from the City and the Tigers for its reasonable costs and attorney's fees in connection with the same, through final appellate reviews.

Limitations of Liability: Without limitation, the Escrow Agent shall not be liable for:

- a. The legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to an Escrow Agent or exchanged by the Parties hereunder, whether or not Escrow Agents prepared such instrument.
- b. Escrow Agents act hereunder as a depository only, and are not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same; of the identity, authority, or rights of any person executing or depositing the same.
- c. An Escrow Agent shall not be required to take or be bound by notice of default of any person, or take any action with respect to such default involving any expense or liability, unless notice in writing is given to the Escrow Agents of such default and unless they are indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agents of written instructions of all the Parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by the Escrow Agents.
- d. An Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine.

- e. An Escrow Agent shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agents shall have no duties to anyone except those signing these instructions.
- f. Escrow Agent may consult with legal counsel in the event of any dispute of questions as to the construction of the foregoing instructions, or the Escrow Agents' duties hereunder, and an Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
- g. An Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction, whether or not subsequently vacated, modified, set aside or reversed.

Any notice given to an Escrow Agent must be delivered by certified U.S. mail, return receipt request, or by a national overnight courier service, such as FedEx, delivered to the following addresses:

**TO TIGERS:** Mr. David Dombrowski  
President, General Manager and CEO  
Detroit Tigers, Inc.  
2100 Woodward Avenue  
Detroit, MI 48201-3470

**TO CITY:** Timothy J. McCausland, Esq.  
City of Lakeland  
City Attorney's Office  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801

Any notice delivered by the City or the Tigers to an Escrow Agent shall concurrently be delivered to the other Escrow Agent and to the other Party.

This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or

supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Facsimile or PDF copies of any amendment to this Agreement executed by the Parties may be relied upon as an original signature.

The City and the Tigers recognize and acknowledge that Escrow Agent is City Clerk for the City, and that Escrow Agent has agreed to serve as Escrow Agent only as a convenience to the Parties.

**CITY OF LAKELAND, FLORIDA**

**ATTEST:**

BY: Kelly S. Koos 1-20-15  
Kelly S. Koos

BY: R. Howard Wiggs  
R. HOWARD WIGGS  
Mayor



APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney

**DETROIT TIGERS, INC.**

**ATTEST:**

BY: David Dombrink

By: DJ



**MODIFICATION OF USE AGREEMENT**  
**(Detroit Tigers)**

**THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of January, 2015, by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City") whose address is 228 S Massachusetts Avenue, Lakeland, Florida 33801, and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club") whose address is whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, collectively referred to as ("Parties").**

**WHEREAS, on September 29, 2000, the Parties entered into a Use Agreement ("Use Agreement") attached hereto as Exhibit "A" relating to the use by the Detroit Tigers and the Lakeland Flying Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and The Joker Marchant Stadium Complex; which Use Agreement expires on December 31, 2016; and**

**WHEREAS, the Use Agreement sets forth the terms and conditions upon which the Club would conduct their spring training and minor league baseball activities at the Joker Marchant Stadium Complex; and**

**WHEREAS, City and the Club are also Parties to that certain Spring Training Facility Development Agreement (Development Agreement) that provides for the planning, design, funding and construction of the Joker Marchant Stadium Complex Improvements ("Improvements") as that term is defined therein; and**

**WHEREAS, the Development Agreement contemplates the occurrence of a sequence of certain Milestone Events as are defined therein which following their occurrence will culminate in construction of the Improvements resulting in the newly renovated Spring Training Facility necessary to induce the Club to enter into a successor lease agreement with a minimum term of twenty (20) years; and**

**WHEREAS, the City and the Club desire, if it becomes necessary, to enter into a modification of the Use Agreement to extend the Term from its expiration to the commencement date of a successor lease agreement, but in no event later than January 1, 2018.**

**NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained it is mutually covenanted and agreed by and between the Parties that the Use Agreement shall be amended as follows:**

Term. The term of this Use Agreement shall be extended for period commencing on the expiration of the Use Agreement and extending until the earlier of the Lease Commencement Date of the successor lease agreement or January 1, 2018. The Parties hereto agree that the revisions set forth in this Modification of Use Agreement shall supersede and modify the corresponding provisions in the Agreement. All other terms of the Agreement not inconsistent herewith shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Modification of Use Agreement on the date indicated above.

DETROIT TIGERS, INC.

CITY OF LAKELAND, FLORIDA

By: David Amelunke

By: R. Howard Wiggs

Its: CEO

R. Howard Wiggs  
Its: Mayor

Attest:

SFH  
Corporate Secretary

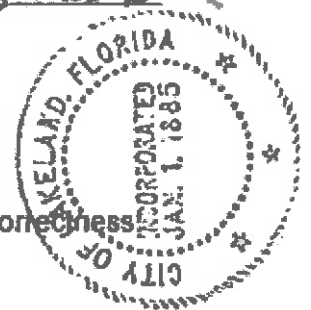
By: Kelly S. Roos 1-20-15  
Kelly S. Roos  
City Clerk

(Corporate Seal)

(Seal)

Approved as to Form and Correctness

By: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney



**EXHIBIT "A"**  
**USE AGREEMENT**  
(Detroit Tigers)

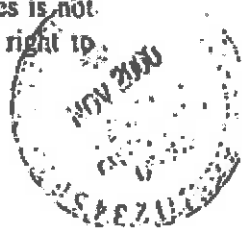
**THIS AGREEMENT**, made and entered into this 29th day of September, 2000, by and between the **CITY OF LAKE LAND, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), and **DETROIT TIGERS, INC.**, a Michigan corporation (hereinafter referred to as the "Club").

**WHEREAS**, on March 6, 2000, the parties entered into a Use Agreement relating to the use by the Detroit Tigers and the Lakeland Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and Joker Marchant Stadium, which Agreement will expire on December 31, 2003; and

**WHEREAS**, the City and the Club desire to enter into a new Use Agreement relating to the use by the Detroit Tigers and Lakeland Tigers of Joker Marchant Stadium and related facilities referenced herein, contingent upon the Facilities, as defined herein, being certified as a "facility for a retained spring training franchise" and the City being awarded funds, pursuant to §288.1182, Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained and the further consideration of the payments required to be made by the Club to the City, it is mutually covenanted and agreed by and between the parties as follows:

1. **Lease.** The City does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Lakeland, Polk County, Florida, commonly known as Joker Marchant Stadium, which shall include the baseball field and grounds, grandstand, bleachers and seating facilities, clubrooms, shower rooms, offices, ticket offices locker facilities, press box, concession stands and equipment, and the facilities commonly known as Tigertown, which includes the John Fetzer Dormitory, Hangar No. 1, the cafeteria, the 5 ½ baseball diamonds, and the administration offices (collectively referred to as the "Facilities").
2. **Term.** The term of this Use Agreement shall be for fifteen (15) years, commencing on January 1, 2001 and ending December 31, 2016, subject to the contingency set forth in Section 19, herein below.
3. **Major League Team.** The Club agrees to bring to the City each year of the term hereof a major league baseball team for its spring training and conditioning program, subject, however, to any restrictions or limitations which may occur or arise by virtue of war, travel restrictions, labor disputes, or the direction of the Commissioner of Baseball. The Club shall utilize its best effort to schedule at the Facilities a maximum number of games with other major league clubs during each spring training season.
4. **Use of Premises.** The Club shall have priority use of the Facilities during the entire months of February and March and during the first two (2) weeks in April in each year; provided, however, that such use shall not be exclusive and the City's Director of Parks and Recreation may schedule other events, including baseball games, when the use of the Facilities is not required by the Club or its affiliated farm clubs. The Club shall also have the right to



priority use of the Facilities for an additional period not to exceed one hundred and eighty (180) days during each year to conduct post-season training camps, summer clinics and try-out camps. The Club shall give the City's Director of Parks and Recreation (the "Director") not less than three (3) months' written notice of its intent to use same for such additional period.

Additionally, the Club shall have priority use of Joker Marchant Stadium on those dates and during those hours when regular season or play-off home games are scheduled for Lakeland, Florida by the Florida State Baseball League; provided, however, that such use shall not be exclusive and the Director may schedule other events, including baseball games, when the use of the premises is not required by the Club. The Club shall also have the right to priority use of the Facilities for dates reasonably necessary for practice sessions prior to or during the course of the regular baseball season and League play-off games.

In the event that the Club wishes to use the Facilities, in whole or in part, at times or for purposes not delineated above, the Club may request same in writing to the Director, who shall have the absolute discretion to approve or disapprove same, and to prescribe such terms and conditions as may be reasonable or necessary.

The City may use all or any part of the Facilities when not being utilized by the Club.

5. Maintenance and Repair. The City agrees to maintain the Facilities in first-class condition for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club, including, but not limited to, such lights and lighting equipment as the Club may determine is necessary for the playing of baseball games at night.

The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Club:

- A. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Club and which wages shall be reimbursed to the City by the Club on a monthly basis upon invoice.
- B. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall be temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.
- C. All actual costs incurred by the City in connection with furnishing labor and materials to maintain the Facilities during the optional one hundred and eighty (180) day period of additional use by the Club.
- D. All actual costs associated with annual operation and maintenance of the cafeteria and Fetzer Hall associated with the Club's use thereof, including equipment, with the exception of permanently installed equipment and fixtures.

- E. The repair of the Facilities occasioned by the negligent conduct of the Club, its agents and employees, reasonable wear and tear excepted. The Club shall also use its best efforts to protect the Facilities when being used and occupied by the Club and employ any necessary security personnel at its own cost and expense.

The City shall also furnish at its expense all utilities, including heat, water and hot water necessary for the club's use of the Facilities, except for gas, which shall be paid for by Club.

6. Obligations of Club. The Club agrees that the Club will furnish, at its cost and expense, all necessary baseball equipment, including batting cages. The City may use the batting cages during the periods that the Facilities are not occupied or used by the Club, provided that the City returns the equipment to the Club in as good condition as when received, or make reimbursement for the value thereof, except for normal wear and tear, damage from fire and acts of God. The Club shall also pay for such reimbursable items as the Club and the City may agree, such as cleaning supplies and equipment and materials specifically required for baseball operations.
7. Rights of Club. Subject to paragraphs 8 and 9, the Club shall have the exclusive right to and complete control of all ticket sales, concession operations, scorebook/program and sales of all novelties and souvenirs, field and stadium advertising, suite rental and service and all revenue derived therefrom. Placement of field and stadium advertising shall be at the discretion of the Club, subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.
8. (a) Fees. Incidental to the use of the Facilities by the Detroit Tigers, the Club shall pay to the City a rental fee of fifteen (15%) percent of the following:
1. Gross ticket sales receipts from each exhibition game or other event by the Club for which an admission fee is charged.
  2. Gross sales receipts from the sale of all novelties, souvenirs, concessions and stadium advertising.
- (b) Incidental to the use of the Facilities by the Lakeland Tigers, the Club shall pay to the City a rental fee of:
1. Fifteen (15%) percent of gross sales receipts from the sale of all concessions, suite rentals and operations, souvenirs and novelties operations only.
  2. A fee equal to the greater of twelve (12%) percent of gross ticket sales, or \$120.00 per day game/\$160.00 per night game.
- (c) One dollar and fifty cents (\$1.50) per ticket stadium facility charge will be paid to the City and applied to relief of the loan until its obligation is met. At that time, this amount reverts to the Club.

All fees payable pursuant to Sec. 8.(a)1. and 2., 8.(b)1. and 2. and (c) shall be applied to relief of the loan until the obligation is met. The Club's total annual obligation for fees payable pursuant to this Section 8 for any calendar year shall not exceed \$300,000.00.

The term "gross receipts" shall be defined as gross sales proceeds, less deductions for any applicable state, federal or local taxes.

There shall be no payment required with respect to scorebook/program receipts.

9. **Annual Rent.** The Club shall pay annual rental of Seventeen Thousand (\$17,000.00) Dollars for Tigertown to be paid prospectively on January 1 of each year, with a four (4%) percent discount if paid prior to due date. This amount of money will be placed in the special Tigertown improvements account to be used as directed by the Club for replacement and improvements of minor league facilities.
10. **Payment:** Except for the annual rent and overtime expenses which are paid quarterly, any and all payments required by this Agreement to be made by the Club shall be paid to the City together with a full and final accounting 30 days after the conclusion of the spring training season, the Lakeland Tigers season or other activity. Payment shall be made to the Parks and Recreation Director, City Hall, Lakeland, Florida, or such other person or office designated by the City in writing.
11. **Insurance.** The Club shall maintain adequate liability insurance, designating the City as a named insured, to protect the City from any liability arising from the use of the Facilities by the Club. The minimum limits of such policy of insurance shall be \$500,000.00 for injury to any one person; \$1,000,000.00 for injuries arising out of a single occurrence; and \$100,000.00 for property damage resulting from a single occurrence.
12. **Damage or Destruction.** In the event any of the Facilities shall be damaged by fire or other casualty and such Facilities shall have been insured against such loss by the City, then the entire proceeds of any such policy or insurance shall be paid to the City, free of any claim or right of the Club. The City shall have the right to restore or reconstruct any damaged or destroyed building or premises, and any reconstructed building shall become a part of the Facilities. In the event such portions of the Facilities are destroyed as to render the entire Facilities unsuitable in the Club's judgment for the Club's operation, the Club shall have the right to play elsewhere until such restoration or reconstruction is completed and, if the City neither reconstructs the premises within either 60 days or by October 30 immediately following the destruction, then, in either case at the Club's option, the Club shall have the right to terminate this Agreement by providing written notice and without further obligation or responsibility. In that event, the City shall refund to the Club on a pro rata basis any prepaid rents which may have been made prior to the date of termination.
13. **Taxes.** The Club shall be responsible for and pay any and all sales or other tax incidental to this Agreement. In the event that ad valorem taxes are assessed against the Facilities or any portion thereof as a result of the Club's use of same, the Club shall be responsible for its prorata portion of such taxes.
14. **Termination.** This Agreement may be terminated by either party upon material breach by the other party, upon thirty (30) days' prior written notice, certified mail, return receipt requested (deemed made upon receipt) and failure by the defaulting party to cure the same within said 30 days. In the event that the Club fails to cure any such breach and there remains an outstanding balance on the loan referenced in Section 8 hereof, the Club shall pay the City

\$10,000.00 as liquidated damages, which shall be the City's sole and exclusive remedy as a result thereof.

15. Option. The Club shall have the option to renew this Agreement for an additional term of ten (10) years by giving the City written notice of its intention to renew same not less than one (1) year prior to the expiration of the initial term hereof. The rental imposed during such renewed term shall be the amount agreed upon by the parties hereto prior to the commencement of the renewal.
16. Subcontractors. If any services permitted by this Agreement are subcontracted by the Club, any such subcontractor shall either be included as an additional insured under the Club's insurance policy, or shall file with the City a Certificate of Insurance evidencing compliance with Paragraph 11 hereof.
17. Agreement of City Regarding Revenue. The City agrees to take such action as is necessary under the laws of the State of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations hereunder; provided, however, if the City has not appropriated sufficient funds to enable it to discharge its obligations then, notwithstanding any other provision contained herein, this Agreement may be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated to satisfy the obligations.
18. Assignability/Amendment. This Agreement shall be binding and inure to the benefits of the successors of each of the parties, but it is mutually agreed that this Agreement shall not be assigned by the Club to any person, firm or corporation without the written consent of the City, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, no consent is required in the event that the Club sells its major league franchise rights, said sale is approved by Major League Baseball and the team continues to play its regular season baseball games in the Metropolitan Detroit area.

Any amendment to this Agreement shall not be effective unless in writing and approved by the Office of the Commissioner of Baseball.

19. Covenants Contingent. The parties expressly acknowledge and agree that the mutual covenants undertaken in this Agreement are contingent on presentation by the City to the club of a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to §288.1182, Florida Statutes, from the State of Florida, Polk County and the City of Lakeland, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no less than \$9.5 million which are to be irrevocably committed to the project. This financing plan shall be subject to the approval of the club, which shall not be unreasonably withheld. Further, the club shall have approval of the renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

**DETROIT TIGERS, INC.**

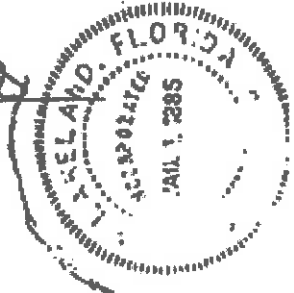
By: John McHale  
Its: President-CEO

**CITY OF LAKELAND, FLORIDA**

By: Ralph L. Fletcher  
Its: Mayor

The foregoing was subscribed and sworn to before me this 3 day of November 2000, by John McHale

By: Kelly S. Koos  
Kelly S. Koos  
City Clerk



Margaret Gankich  
Notary Public

(Seal)

NOTARY PUBLIC  
Notary Public, Wayne County, MI  
My Commission Expires May 21, 2001  
Notary Public Stamp

Approved as to Form and Correctness:

By: Joseph P. Mawhinney  
Joseph P. Mawhinney  
City Attorney

(Notary Public Seal)





## POLK COUNTY SPORTS MARKETING

August 24, 2018

Bob Donahay  
Parks & Recreation Director  
City of Lakeland  
228 S. Massachusetts Ave.  
Lakeland, FL 33801

Mr. Donahay:

I seem to write this same thing every year, but the 2017 Spring Training was once again a great one for the City of Lakeland, the Detroit Tigers and Polk County Tourism and Sports Marketing (PCTSM). It is our pleasure to assist you with an estimate of the economic benefits generated by the Detroit Tigers and their impact on Lakeland and Polk County. PCTSM is the official destination marketing organization and sports commission for Polk County, Florida and regularly evaluates the impact of events held in our community.

Our community and the Detroit Tigers continue to enjoy the longest relationship between a team and Spring Training city. I am positive that this length of relationship will never be reached by another city and a Major League Baseball team. This accomplishment has a tremendous benefit to our community. Of course this relationship was only strengthened this year as the major renovation to the Tigertown Complex was completed. We truly believe the Publix Field at Joker Marchant Stadium is the best spring training facility in all of baseball.

As always, the exact impact depends upon many factors that can create a swing in any year, but the overall impact to the City of Lakeland and Polk County continues to be in the range of \$45 million annually. This is partially based on previous studies completed by the state of Florida and more recent surveys at several spring training games. With that said, the Tigers have had great success in attracting visitors/spectators to our area since the last statewide study. This past year the average per game attendance for their 17 home games was 6,562, placing the Tigers sixth in the Grapefruit league for per game attendance. Total attendance was 111,561 keeping the Tigers solidly with the fourth highest number in the Grapefruit League. The average attendance was 244 people per game above the state average, a great accomplishment with Spring Training moving ever earlier.

In addition, Polk County Tourism and Sports Marketing and the Tigers hold several events throughout the year including the Florida Junior College State Championships, Wilson Premier Baseball Championships, Tigers Fantasy Camp, visiting Florida State League teams, Tigers Minor League coaches, organizational meetings, showcase events, and is the headquarters for the Detroit Tigers Draft. All of which creates positive impact for our community.

Major League Baseball and specifically, the Detroit Tigers Spring Training, has been, is currently, and will always be an extremely beneficial investment for Lakeland and Polk County.

I am happy to provide any additional information if needed.

Sincerely,

Marc Zimmerman  
Senior Sales & Events Manager

## Economic Impact of the Detroit Tigers Spring Training in Lakeland, Florida 2018

Spring Training is vital to the health and vibrancy of Lakeland's local and regional economy. Demonstrating this impact, the following information has been compiled to capture the specific economic impact of Spring Training in Lakeland. The methodologies provided are derived from the Major League Baseball Florida Spring Training Economic Impact Study Report published in June of 2009 by the Florida Sports Foundation and Bonn Marketing Research Group, Incorporated. The estimates were calculated with the support of attendance figures provided through a zip code analysis of the 2018 attendees that purchased admission tickets with credit cards. The information contained herein represents the estimated Economic Impact to Lakeland as a result of the direct spending associated with the 2018 Detroit Tigers Spring Training season. Please note that this information does not include the associated impact to labor, income and employment in Lakeland as a direct result of the Tigers Spring Training activities.

The attendees, for this purpose, are separated into five distinct categories:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the Detroit Tigers Spring Training.
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida for that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for the Tigers Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to Polk County for another purpose, but included Spring Training activities.
- **Local:** These include all Polk County residents.

Total attendance for the Detroit Tigers 2018 Spring Training season in Lakeland was 114,687. With 18 games played, the Tigers averaged 6,371 attendees per game. Of that total, **103,458** attendees purchased admission tickets using credit cards. With the use of zip code analysis from these 103,458 attendees, the tables below were created to provide a total average expense within the five unique categories that are being measured.

<b>Out-of-State-Primary Purpose</b>	
Approximately 23.12% are Out-of-State Primary Purpose	23,919
Number of Out-of-State Parties (Average party size = 3 people)	7,973
Cumulative number of nights stayed (Average stay is 7.53 nights)	60,037
Average expense for out-of-area expenses (\$371.28 per party) per day	\$ 22,290,537.36
<b>Out-of-State-Other Purpose</b>	
Approximately 24.94% are Out-of-State Other Purposes	25,802
Number of Out-of-State Parties (Average party size = 3.08 people)	8,377
Cumulative number of nights stayed (Average stay is 9.66 nights)	80,922
Average expense for out-of-area expenses (\$395.43 per party) per day	\$ 31,998,986.46

<b>Non-County-Primary Purpose</b>	
Approximately 24.22 % are Non-County Primary Purpose	25,058
Number of Non-County Parties (Average party size = 2.81 people)	8,917
Cumulative number of nights stayed (Average stay is .39 nights)	3,478
Average expense for out-of-area expenses (\$171.73 per party) per day	\$ 597,276.94
<b>Non-County-Other Purpose</b>	
Approximately 3.55% are Non-County Other Purpose	3,673
Number of Non-County Parties (Average party size = 2.68 people)	1,371
Cumulative number of nights stayed (Average stay is 3.36 nights)	4,607
Average expense for out-of-area expenses (\$314.00 per party) per day	\$ 1,446,598.00
<b>Local</b>	
Approximate Number of Local Attendees (Polk County)	20,314
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50)	\$ 1,015,700.00
<b>Estimated Total Direct Expenses by Attendees</b>	<b>\$ 57,349,098.76</b>

Using the total direct expenses above, the indirect and induced effects were estimated using the multiplier provided within the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	<b>Direct Spending</b>	<b>Multiplier</b>	<b>Indirect and Induced Spending</b>	<b>Total Economic Impact</b>
Out-of-State Primary Purpose	\$ 22,290,537.36	1.70	\$ 15,603,376.15	\$ 37,893,913.51
Out-of-State Other Purpose	\$ 31,998,986.46	1.70	\$ 22,399,290.52	\$ 54,398,276.98
Non-County Primary Purpose	\$ 597,276.94	1.73	\$ 436,012.17	\$ 1,033,289.11
Non-County Primary Purpose	\$ 1,446,598.00	1.69	\$ 998,152.62	\$ 2,444,750.62
Local Attendees	\$ 1,015,700.00	1.69	\$ 700,833.00	\$ 1,716,533.00
	<b>\$ 57,349,098.76</b>		<b>\$ 40,137,664.46</b>	<b>\$ 97,486,763.22</b>

The total Economic Impact is estimated to be **\$97,486,763.22** as a result of the 2018 Detroit Tigers Spring Training.

This analysis of the Detroit Tigers 2018 Spring Training season in Lakeland is intended to provide background and specifics as to the economic impact of the MLB Spring Training and its effect on Lakeland. In 2018, the Tigers scheduled 18 home games at Joker Merchant Stadium in Lakeland. The season opener, as a recent tradition, was played against Florida Southern College's baseball

team, while the remaining 17 were played against other MLB teams. Of the 18 games played, the Tigers averaged 6,317 attendees per game for a grand total of 114,687 individuals.

**2018 Detroit Tiger Spring Training Total Attendance in Lakeland, Florida**

2018	Season Attendance	Number of Home Games	Average Attendance per Game
Detroit Tigers	114,687	18	6,317

This attendee distribution has been broken down even further with information obtained from credit card receipts during the 2018 Tigers Spring Training season. Again, the zip code analysis was used to learn more about the geographic location of the individuals who were attending Spring Training games in Lakeland. This information was based upon the zip code information provided by the 103,458 tickets purchased by individuals to attend Detroit Tiger games during the 2018 Spring Training season in Lakeland.

Working solely with percentages, it was determined that internationally, 4.64% of the individuals attending games were from outside the United States, with the majority of these coming from Canada. Within the United States, 42.96% of the attendees were from Florida and 27.97% were from Michigan, these states were followed by New York with 2.89%, Pennsylvania with 2.56%, Ohio with 2.33%, Illinois with 2.22%, Missouri with 1.93%, Maryland with 1.49% and Colorado with 1.20%. After this, 5 additional states drew close to 1% of the tickets sold and based on the zip code analysis it was determined that 57.04% of individuals attending a Tiger’s Spring Training game in Lakeland visited from outside of Florida.

US Geography	Number of Attendees	% of Attendees
Florida	42,355	42.96%
Michigan	27,571	27.97%

Statewide within Florida, 47.96% of the individuals attending Tiger Spring Training games were from Polk County. Other counties that drew the most attendees during the 2018 season included Hillsborough with 8.89%, Orange with 7.74%, Pinellas with 5.82%, Pasco with 4.24%, Lake with 3.93%, Seminole with 1.82%, Osceola with 1.76%, Sumter with 1.75%, Duval with 1.59%, Volusia with 1.57% and Miami-Dade with 1.37%.

The geographic distributions provided herein support the data and multipliers provided within the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report. With accurate assumptions and firm knowledge, we are better able to capture the spending patterns of attendees which in turn can be reflected in the overall economic analysis.

---

**McCawley, Sharon**

**From:** Jason Hendrix <jhendrix@flasports.com>  
**Sent:** Wednesday, August 29, 2018 8:20 PM  
**To:** Donahay, Bob  
**Subject:** 2019 Florida Spring Training Season to Start February 22

**FOR IMMEDIATE RELEASE**  
**AUGUST 29, 2018**

**2019 Florida Spring Training Season to Start February 22****Media Contact:**

*Jason Hendrix, Director of Communications, [jhendrix@flasports.com](mailto:jhendrix@flasports.com), 850-443-3508*  
*Nick Gandy, Communications Consultant, [media@flasports.com](mailto:media@flasports.com), 850-322-3404*

**TALLAHASSEE, Fla.** — Let the countdown begin! It's only 146 days until the beginning of the 2019 Florida Spring Training season.

The 2019 Major League Baseball Spring Training schedule was announced on Wednesday afternoon, and the first game of the 2019 season will be played on Friday, February 22 as the Tampa Bay Rays will host the Philadelphia Phillies at the Charlotte Sports Park. A full schedule of games will be played on Saturday, February 23.

The 2019 Florida Spring Training season continues through Tuesday, March 26 when only two games will be played in the Sunshine State to wrap up the 33 days of play. Playing an interleague game again in 2019, the Minnesota Twins host the Colorado Rockies at the CenturyLink Sports Complex in Fort Myers while the Tampa Bay Rays host the Detroit Tigers at Tropicana Field.

The final full day of action of the 2019 Florida Grapefruit League season is Sunday, March 24. A game of note being played on March 24 will feature the Atlanta Braves hosting Tampa Bay at the Braves' new spring training complex in North Port. It will be a sneak peek ahead to the 2020 season when the Braves will play a full schedule in Sarasota County.

A total of 238 games will be played in the State of Florida between Major League teams in the 33 days of the 2019 Florida Grapefruit League season.

Nearly 1.5 million fans attended Florida Spring Training Games during the 2018 season with over 29 million fans have attended Florida Spring Training Games since 2000.

The 2018 [Florida Grapefruit League](#) generated an economic impact of \$687.1 million for the State of Florida, according to a Florida Spring Training Economic Impact Study, compiled by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams' local markets (52 percent out of state, 18 percent out of county). Those fans generated nearly \$584 million in economic impact for the Sunshine State.

Downs & St. Germain's findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games. To access the 2018 MLB Florida Spring Training Economic Impact Study, click [here](#).

Click the individual links below to access the schedule for each of the 15 Florida Grapefruit League teams.

[Atlanta Braves](#)

[Baltimore Orioles](#)

[Boston Red Sox](#)

[Detroit Tigers](#)

[Houston Astros](#)

[Miami Marlins](#)

[Minnesota Twins](#)

[New York Mets](#)

[New York Yankees](#)

[Philadelphia Phillies](#)

[Pittsburgh Pirates](#)

[St. Louis Cardinals](#)

[Tampa Bay Rays](#)

[Toronto Blue Jays](#)

[Washington Nationals](#)

#### **About the Florida Sports Foundation**

Florida's Sports Industry creates over \$57.4 billion in economic impact for the Sunshine State, provides over 580,000 jobs for its citizens, and attracts over 16 million out of state visitors each year. All of which deservingly make Florida the "Sports Capital of the World". The Florida Sports Foundation, Inc. is a 501(C) 3 non-profit corporation, serving as the Sports Industry Development Division of Enterprise Florida, Inc. The mission of the Florida Sports Foundation is to:

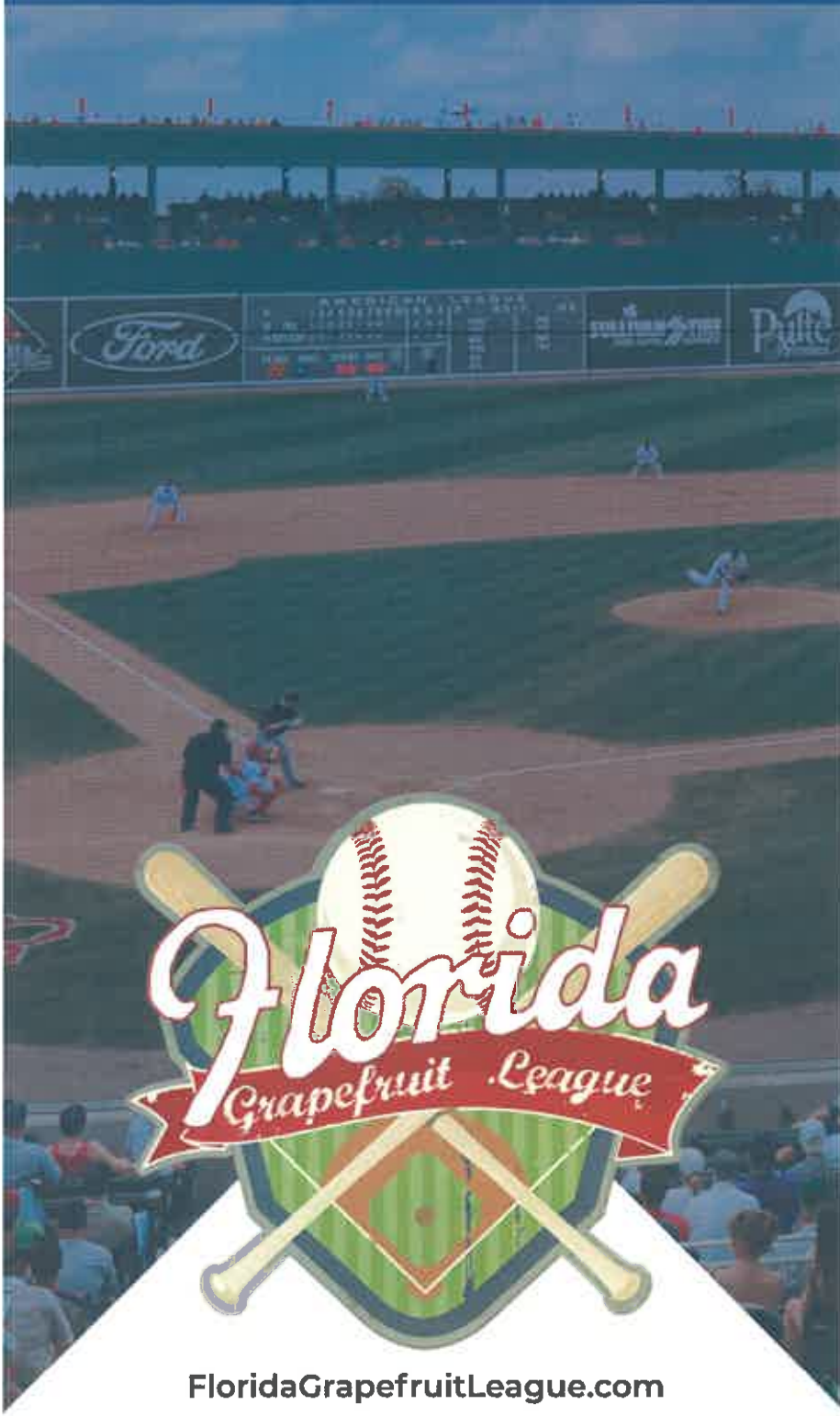
- Assist Florida's communities with securing, hosting and retaining Sporting events and sports related business that generate significant economic impact and Sports Tourism for the state of Florida through the Foundation's grant programs, legislative initiatives and Industry Partner service, recognition and development.
- Provide the citizens of Florida with participation opportunities in the Sunshine State Games and Florida Senior Games events.
- Serve as Florida's leading resource for Sport Tourism research and facts.
- Assist in the promotion of targeted leisure sports industries in Florida.
- Assist National and Florida State Governing Bodies to promote amateur sport development through the Sunshine State Games and hosting events in Florida.





**FLORIDA**<sup>™</sup>  
**SPORTS**  
— FOUNDATION —

**2018 MLB SPRING TRAINING  
ECONOMIC IMPACT STUDY**



[FloridaGrapefruitLeague.com](http://FloridaGrapefruitLeague.com)

# EXECUTIVE SUMMARY



The 2018 Florida Grapefruit League generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

The study showed a 61% increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League's economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams' games between February 23 and March 27.

A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70% were from outside of the host teams' local markets (52% out of state; 18% out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain's findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State's annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale.

86% of fans are making plans to return for the 2019 Florida Spring Training season.

# ECONOMIC IMPACT

## Overall Impact Profile

\$687,067,100 total economic impact

\$348,417,200 in direct spending

7,152 jobs

\$253,799,400 in earned wages

### Total Spending by Fans

\$583,978,800 in economic impact

\$296,436,000 in direct spending

6,084 jobs

\$214,306,300 in earned wages

## Spending by MLB Teams

\$103,088,300 in economic impact

\$51,981,200 in direct spending

1,068 jobs

\$39,493,100 in earned wages

	2009	2018	Percent Change
<b>Economic Impact</b>	\$426,573,346	\$687,067,100	+61.1%
<b>Jobs Supported</b>	5,235	7,152	+36.6%
<b>Wages</b>	\$162,087,507	\$253,799,400	+56.6%



# DIRECT AND INDIRECT FAN AND TEAM SPENDING

## Total Spending

\$583,978,800 in economic impact  
**\$296,436,000** in direct spending

## Out of State Spending

\$480,554,600 in economic impact  
 \$243,936,400 in direct spending

## Team Spending

\$103,088,300 in economic impact  
 \$51,981,200 in direct spending

## Hotel Accommodations

355,590 paid accommodation room nights were to Out of State fans and visitors of the MLB's Florida Spring Training.

## Direct Spending by Attendees Breakdown

Accommodations	\$113,670,500
Restaurants	\$60,765,500
Groceries	\$18,081,800
Shopping	\$27,554,300
Entertainment	\$40,732,000
Transportation	\$24,432,400
Other	\$11,199,500
<b>Total</b>	<b>\$296,436,000</b>

# JOBS SUPPORTED BY FAN AND TEAM SPENDING

7,152 jobs were created through Florida Spring Training.

## Jobs Supported by Team Spending

Attendee Type	Jobs Supported
All Attendees	6,084
Out of State Attendees <i>Primary trip purpose spring training</i>	3,907
Out of State Attendees <i>Primary trip purpose other</i>	1,099
FL, Non-County Attendees <i>Primary trip purpose spring training</i>	767
FL, Non-County Attendees <i>Primary trip purpose other</i>	311

## Jobs Supported by Team Spending Type

Expense Type	Jobs Supported
All Team Spending	1,068
Team Operating Expenses	710
Stadium Operating Expenses	229
Stadium Concessions Expenses	129



**FLORIDA  
SPORTS**  
FOUNDATION

2018 MLB SPRING TRAINING  
**ECONOMIC IMPACT STUDY**

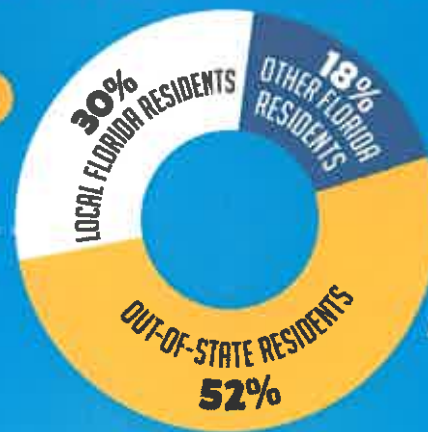


**\$687.1 MILLION** **\$584 MILLION**  
**IN ECONOMIC IMPACT** **IN FAN SPENDING**

**7,152 JOBS**

**1,497,306** **TOTAL FANS**

**237 GAMES PLAYED**



**6,318**  
**AVERAGE**  
**ATTENDANCE**

**300,822**  
**OUT OF STATE FANS**





# 2018 FLORIDA SPRING TRAINING HIGHLIGHTS

The New York Yankees had the highest per game average with **9,882 fans attending 16 games** at George M. Steinbrenner Field in Tampa.

The **most attended day** of the 2018 season was Saturday, March 24, when **64,069 fans attended the eight games** of the day, for an average of **8,009** per game.

Houston's 2017 World Series Championship resulted in a **21% increase** in attendance for the Astros at FITTEAM Ballpark of the Palm Beaches. **A total of 67,931 fans attended the Astros' Spring Training Games**, up from **55,881 in 2017**.

**Seven teams**, including the Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees, and Philadelphia Phillies, **topped the 100,000 total attendance mark**.

The **Red Sox had the top total attendance of the 2018 season**, with **165,688 fans attending 17 games** at Jet Blue Park in Fort Myers.

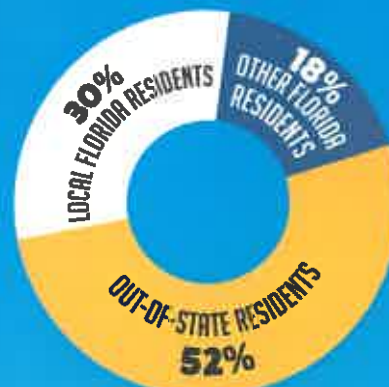
The most attended game of the 2017 season was the Atlanta Braves and Philadelphia Phillies, with **10,906 fans** in attendance, at Spectrum Field on St. Patrick's Day, Saturday, March 17.

Since 2000, a total of **29,651,981 fans** have attended Spring Training games in Florida.



# ATTENDEE PROFILE FOR FANS

- Attended an average of 2.9 Florida Spring Training games
- 25% traveled with children
- Main Reason for visiting:
  - Spring Training (61%)
  - Vacation (18%)
- Top 2 activities outside Spring Training:
  - Dining out (60%)
  - Going to the beach (44%)
- The average age of attendee was 52 years old
- Annual household income: \$93,500
- Top origin regions
  - Northeast 30%
  - Florida 28%
  - Midwest 20%
- Stayed in a hotel (34%)
- Traveled with one other person (45%)
- Drove to the destination (51%)
- 86% plan on returning next year



# 2018 TEAM-BY-TEAM FLORIDA SPRING TRAINING ATTENDANCE

## Atlanta Braves - ESPN Wide World of Sports Complex, Lake Buena Vista

18 Games: 112,981 total attendance; 6,277 average per game  
Largest Crowd: 10,330 vs. New York Yankees, March 24

## Baltimore Orioles - Ed Smith Stadium, Sarasota

15 Games (1 Rainout): 103,294 total attendance; 6,886 average per game  
Largest Crowd: 8,782, vs. New York Yankees, Wednesday, March 14

## Boston Red Sox - JetBlue Park, Fort Myers

17 Games: 165,688 total attendance; 9,746 average per game  
Largest Crowd: 10,179 vs. Toronto Blue Jays, Thursday, March 15

## Detroit Tigers - Public Field at Joker Marchant Stadium, Lakeland

17 Games: 111,561 total attendance; 6,562 average per game  
Largest Crowd: 10,077 vs. New York Yankees, Saturday, March 17

## Houston Astros - FITTEAM Ballpark of the Palm Beaches, West Palm Beach

15 Games: 67,931 total attendance; 4,539 average per game  
Largest Crowd: 6,663 vs. St. Louis Cardinals, Wednesday, March 14

## Miami Marlins - Roger Dean Chevrolet Stadium, Jupiter

15 Games: 56,687 total attendance; 3,779 average per game  
Largest Crowd: 7,648 vs. New York Yankees, Sunday, March 11

## Minnesota Twins - Hammond Stadium at CENTURYLINK Sports Complex, Fort Myers

15 Games (1 Rainout): 110,770 total attendance; 7,385 average per game  
Largest Crowd: 9,284 vs. New York Yankees, Thursday, March 22

## New York Mets - First Data Field, Port St. Lucie

17 Games: 93,647 total attendance; 5,509 average per game  
Largest Crowd: 7,419 vs. New York Yankees, Wednesday, March 7

## New York Yankees - George M. Steinbrenner Field, Tampa

16 Games: 158,104 total attendance; 9,882 average per game  
Largest Crowd: 10,330 vs. Tampa Bay Rays, Sunday, March 4

## Philadelphia Phillies - Spectrum Field, Clearwater

17 Games: 124,826 total attendance; 7,343 average per game  
Largest Crowd: 10,906 vs. Atlanta Braves, Saturday, March 17

## Pittsburgh Pirates - LECOM Park, Bradenton

16 Games: 96,363 total attendance; 6,023 average per game  
Largest Crowd: 7,814 vs. New York Yankees, Saturday, February 24

## St. Louis Cardinals - Roger Dean Chevrolet Stadium, Jupiter

14 Games: 82,791 total attendance; 5,914 average per game  
Largest Crowd: 7,339 vs. New York Mets, Saturday, March 24

## Tampa Bay Rays - Charlotte Sports Park, Port Charlotte

15 Games: 69,731 total attendance; 4,649 average per game  
Largest Crowd: 7,985 vs. New York Yankees, Sunday, March 25

## Toronto Blue Jays - Dunedin Stadium, Dunedin

15 Games: 68,929 total attendance; 4,595 average per game  
Largest Crowd: 5,514 vs. Boston Red Sox, Monday, March 12

## Washington Nationals - FITTEAM Ballpark of the Palm Beaches, West Palm Beach

15 Games: 74,003 total attendance; 4,934 average per game  
Largest Crowd: 7,020 vs. St. Louis Cardinals, Sunday, March 25

## Florida Spring Training Total Attendance

237 Games (two rained out)  
1,497,306 total attendance; 6,318 average per game  
Largest Crowd: 10,906, Atlanta Braves vs. Philadelphia Phillies, Spectrum Field, Clearwater, Saturday, March 17





# FLORIDA SPORTS™ — FOUNDATION —

101 North Monroe St., Suite 1000, Tallahassee, Florida 32301  
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[www.flasports.com](http://www.flasports.com)

**Angela A. Suggs**  
*President and CEO*



downs & st. germain  
R E S E A R C H

2992 Habersham Drive  
Tallahassee, FL 32309  
850.906.3111

## 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

July 30, 2018 in MLB Spring Training News, Press Releases

### 2018 MLB Florida Spring Training Economic Impact Study

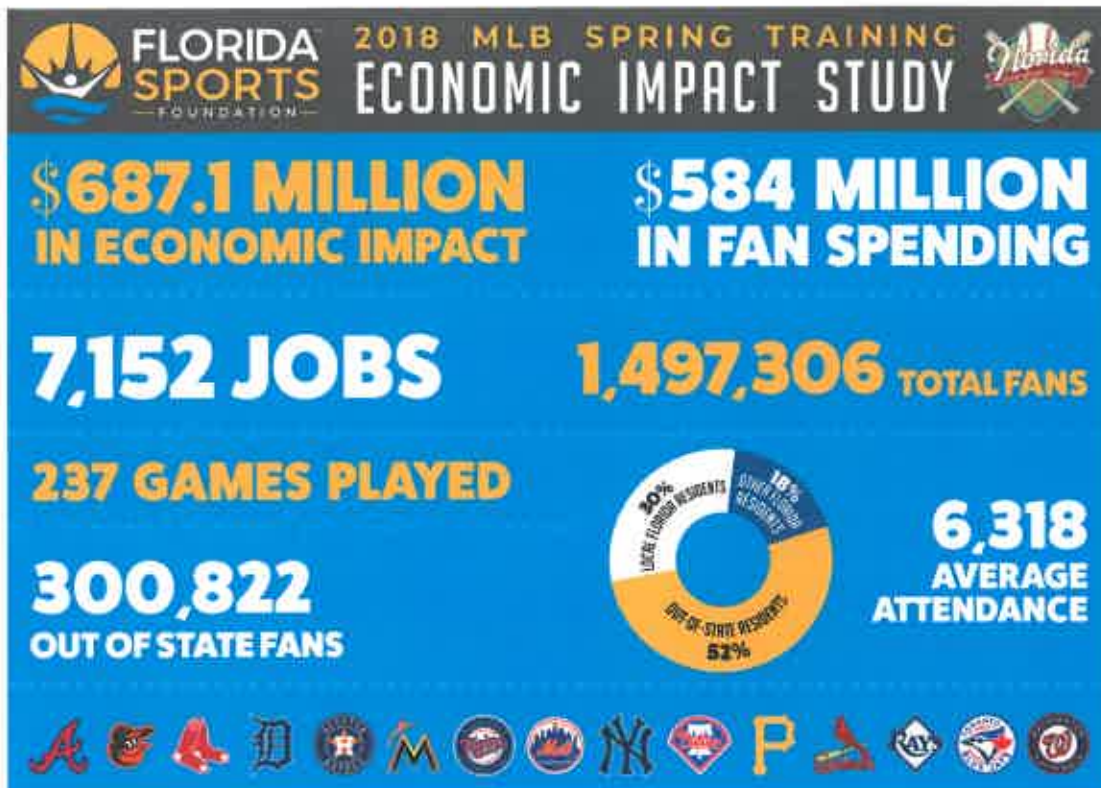
TALLAHASSEE, Fla. – The Florida Sports Foundation today announced that the 2018 Florida Grapefruit League generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

Governor Rick Scott said, "Each year, fans from around the world come to Florida to enjoy spring training. With incredible experiences, like spring training, happening in Florida, our tourism industry continues to break records. I encourage everyone who came to Florida for spring training this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State, should make this unique experience a priority for next year."

Angela A. Suggs, President and CEO of the Florida Sports Foundation said, "The Sunshine State offers exceptional opportunities for residents and visitors to enjoy the national pastime of Spring Training. We are pleased with the continued success of the Florida Grapefruit League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play."

The study showed a 61 percent increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League's economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams' games between February 23 and March 27.



A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams’ local markets (52 percent out of state; 18 percent out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain’s findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State’s annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale. Eighty-six percent of fans are making plans to return for the 2019 Florida Spring Training season.

Florida Spring Training dates back to the late 1800s. Under the leadership of former St. Petersburg Mayor Al Lang, four teams were recruited to play in the greater St. Petersburg area for pre-season workouts and eventually grew to nine of the MLB’s then 12 teams in 1925. The number of participating teams in the Grapefruit League has since grown to 15 of MLB’s 30 teams. Since that time, over 50 Florida communities have hosted MLB Spring Training and eight teams have held their spring training in Florida communities for over 70 years. Since 2000, nearly 30 million fans have attended MLB Spring Training games in Florida.

Highlights from Florida’s MLB Spring training in 2018 included:

- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.
- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
- Houston's 2017 World Series Championship resulted in a 21 percent increase in attendance for the Astros at the Ballpark of the Palm Beaches. A total of 67,931 fans attended the Astros' Spring Training Games, up from 55,881 in 2017.
- Seven teams, including the Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees and Philadelphia Phillies, topped the 100,000 total attendance mark.
- The Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.

To access the complete results of the 2018 Florida Spring Training Economic Impact Study, click [here](#).

For more information, contact Jason Hendrix, Director of Communications, at [jhendrix@flasports.com](mailto:jhendrix@flasports.com).

## Latest News

August 15, 2018

SSG International Beach Games returns to Clearwater Beach for Fourth Consecutive Year  
Registration TA...

August 14, 2018

Nine FSG Women's Softball Teams are First to Qualify for 2019 National Senior Games  
While dodging t...

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# Florida Spring Training Generates More Than \$680M in Economic Impact

by Ballpark Digest Editors on [July 31, 2018](#) in [Major-League Baseball](#), [News](#)

The 2018 **Major League Baseball spring training** season in Florida generated an economic impact of \$687.1 million, according to a new Florida Sports Foundation study. The study also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. MLB spring training takes place annually and features 15 MLB teams in 12 Florida cities.

"Each year, fans from around the world come to Florida to enjoy spring training," Florida Governor **Rick Scott**. "With incredible experiences like spring training happening in Florida, our tourism industry continues to break records. I encourage everyone who enjoyed spring training in Florida this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State should make this unique experience a priority for next year."

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League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play.”

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- The Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.

**RELATED STORIES: [Study: Cactus League Provides Economic Boost in 2018](#)**

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**Major Contractors - Estimated cost greater than \$250,000**

**October 2015 - August 2018**

<b>Description</b>	<b>Original Scheduled Values</b>	<b>Current Scheduled Values</b>
Field Turf	261,093.47	261,093.47
LaserSurf Southeast Inc	267,260.00	267,260.00
AG Mauro	286,100.00	286,100.00
Graybar	311,536.96	311,536.96
HD Supply- White Cap	385,647.19	378,721.87
Allied Building Products	357,848.20	357,835.95
Imperial Testing Laboratory	382,156.16	371,693.66
Dixie Signs	377,208.93	341,193.93
Hydroworx Int Inc	393,975.00	393,975.00
Allphase- Alarm & Communications	426,174.04	426,174.04
Tritech- Winsupply	482,000.00	477,858.92
US Food	804,918.35	786,398.46
Energy Air- Trane	526,037.00	526,023.42
Gate Precast-Precast	625,689.00	625,689.00
Daktronics Inc	658,342.04	666,585.04
Masonry Systems-KMR Concrete	767,551.40	767,459.50
Dixie Southern Industrial	1,665,707.48	1,665,707.48
HKS INC	3,195,918.32	3,195,918.32
Barton Malow Company	34,769,313.00	34,769,313.00
<b>Subtotal</b>	<b>46,944,476.54</b>	<b>46,876,538.02</b>



**TIMOTHY J. McCAUSLAND**  
CITY ATTORNEY  
226 S. Massachusetts Avenue  
Lakeland, Florida 33801  
BUS: (863) 834-6010  
FAX: (863) 834-8204

*e:mail – timothy.mccausland@lakelandgov.net*

August 28, 2018

Katherine Morrison, CPM, FCCM  
Manager of Strategic Industry Partnerships  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Dear Katherine:

I have reviewed our previous correspondence, our existing records and provide this as part of our reporting obligation.

Based on the foregoing, I can advise that the representations in our application remain true and correct as stated. Therefore, it is my opinion that the City continues in compliance with all of the grant requirements contained in Fla. Stat. 288.11631 (2) (a) (1-6).

I've also reviewed any concession contracts related to the facility and determined that there are no concession agreements or service contracts with the applicant that would implicate Fla. Stat. 288.1167. Also, the Detroit Tigers have a contractual obligation to comply with all DEO requirements that are imposed on the City. In so doing, contracts awarded, are done so on the same terms and conditions and in accordance with the goals set forth in 287.09451. Most tasks are done by City or team forces so there is no need for service contracts with the facility.

I hope this has been responsive to your request.

Very Truly Yours,

Timothy J. McCausland  
City Attorney

TJM/aw



**TIMOTHY J. McCAUSLAND**  
CITY ATTORNEY  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801  
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e:mail – [timothy.mccausland@lakelandgov.net](mailto:timothy.mccausland@lakelandgov.net)

August 28, 2018

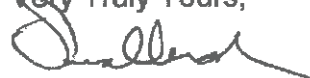
Katherine Morrison, CPM, FCCM  
Manager of Strategic Industry Partnerships  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

RE: Annual Report

Dear Katherine:

I have reviewed the requirements of the application that the City filed in 2015, and also The Spring Training Program Agreement dated October 20, 2016 (Program Agreement) with regard to the continuing requirements for Grant eligibility. I have also reviewed the City's records with regard to the use of the Grant funds, the City's expenditure as its match for Grant funds, other financial reporting of the City of Lakeland, and the existing lease documents related to Lakeland's long-term facility lease with the Detroit Tigers. Based on the foregoing, I am able to verify that the City of Lakeland is in compliance with all statutory requirements and the requirements of the Program Agreement as of the date hereof.

If you have any questions, please feel free to contact me.

Very Truly Yours,  


Timothy J. McCausland  
City Attorney

TJM/aw

# Publix Field at Joker Marchant Stadium

Home of Detroit Tigers Spring Training

[← Back to Spring Training Home](#)

[Seat Map](#)

[General Info](#)

[Directions](#)



Following the historic agreement to ensure the Detroit Tigers winter home remains in Lakeland for an unprecedented 100 years, we're excited to unveil the renovations taking place at the newly christened Publix Field at Joker Marchant Stadium.

## More Comfort, Entertainment and Fun

There will be more comfort, more entertainment and more fun in a family friendly atmosphere.

**More Shade** - There are six new covered sections (211-216), increasing the number of covered seats (rows N and up) from 1,246 to 2,098 seats (increase of 41%), while more seats will be shaded with the extended roof. The new 34 Club will provide an additional 203 covered seats, while casting shade to sections 200-201, previously unprotected from the sun.

**More Box Seats** - Sections 111 and 112 have been rebuilt and expanded, and we've added four additional box seat sections down the third base line (113-116), bringing the total seating in the 100 sections from 1,243 to 1,888.

**More Air Conditioned Spaces** - The 34 Club, presented by Miller Lite, located atop sections 200-201, features an indoor bar and seating, an all-inclusive buffet and outdoor

padded seating for 203 fans. Four former suites on the third base side of the press box have been transformed into the On Deck Suite, an all-inclusive space for 36-60 people that includes upscale food and beverages. You can also cool off in the new 1,800 square foot indoor merchandise store, located at the home plate entrance.

**More Concession Stands and Offerings** - The concession stands have been rebuilt and expanded with all new equipment, offering more items, while rotating in new items to keep the menu fresh and exciting. A new point of sale system should shorten wait times and digital menu boards will allow us to easily post new food offerings and food specials.

**More Restrooms (rebuilt and expanded)** - The number of women's restroom toilets is increasing 50% from 48 to 72. Men's toilets/urinals are increasing from 38 to 48. Two new family restrooms have been added.

**More Wheelchair Accessible Seating (and Elevators)** - Four new wheelchair accessible seating sections were added atop sections 212, 214, 215 and 216, and while the wheelchair accessible section in 205 is being removed; the number of ADA seats (wheelchairs and companion seats) increased from 30 to 42. Two additional elevators have been added, bringing the total to three. Elevators will now be located near the home plate, first base and third base entrances.

**More Premium and Group Seating** - The 34 Club, presented by Miller Lite will sit atop sections 200 and 201. This brand new upscale offering celebrates the Tigers relationship with the City of Lakeland that dates back to 1934, the longest-standing relationship between a major league team and a current Spring Training host city. Enjoy an all-you-can-eat buffet (the menu changes daily), air-conditioned indoor seats and outdoor seating. Perfect for individuals and small groups during Spring Training.

**On Deck Suite** - Situated behind section 208, the On Deck Suite provides a living room feel, with comfortable furniture and couches, HD TVs and an all-inclusive buffet (the menu changes daily). Outdoor seating is also available to take in all the action. Ideal for groups of 48-60 during the Flying Tigers season, the On Deck Suite is available for Spring Training in sets of four season tickets.

**Hooters Dugout** - Located adjacent to section 100 just down the first base line, the Hooters Dugout is the prime spot for autographs and player interaction. Perfect for groups of 20-40, the area includes an all-you-can-eat picnic with select ballpark and Hooters food, along with your own private waitress staff.

**Pepsi Pavilion** - Featuring two tiers with covering to protect against the sun and rain, the Pepsi Pavilion is perfect for groups ranging from 30-200 people. A mix of fixed stadium seats, drink rails and picnic tables allow for groups to watch the action or socialize with friends and family, while enjoying an all-you-can-eat picnic.

**Margaritaville** - Presented by Margaritaville Rum & Tequila, located directly down the right field line, the Florida themed Margaritaville Deck mixes a Florida theme with views of the bullpens and clubhouse. Featuring two tiers of seating, Margaritaville is available during



Spring Training to groups of 44-120 and will double as a group/public place during the Flying Tigers season.

**Suites** - Two additional suites have been built at the top of section 205, along with the two existing suites to receive a complete makeover. A portion of the On Deck Suite can be sectioned off to create a fifth suite. Each suite is furnished with new flat screen TVs (includes the MLB package), WiFi, wet bar, indoor seating and 12 outdoor seats.

## New Features

A number of new features have been added - improved technology and public spaces to enhance your game day experience.

**LED HD Video Displays and Scoreboard** - A new state-of-the-art HD videoboard and scoreboard, measuring 46 feet wide by 26 feet tall (1,196 square feet), will sit atop the berm in left field, one of the largest boards in all of Spring Training, along with a ribbon board in right field. These boards will include day experience, from more player information and stats, to new and exciting in-game promotions.

**Sound System** - A new sound system will allow us to control each individual speaker, reducing and increasing the volume where needed.

**Berm Bar** - Sitting under the new scoreboard in left field, the berm bar will feature 360-degree bar seating, picnic tables, and a ticketed 120-foot drink rail with waitress service during Spring Training.

**The Runway** - Built on top of the former Lodwick Field airstrip, The Runway will connect the first base concourse and the berm, providing fans a 360-degree view of the field. Fans will be able to watch the game from drink rails or beach chair seating, get a unique look into the bullpens, check out the history of TigerTown, and enjoy unique food and drink offerings.

**Kids Playground** - Adjacent to the berm, our new playground will be the go to spot for kids of all ages. Centered around a 27-foot inflatable Tiger bounce house, the playground will also feature a whiffle ball field and other interactive games for kids to enjoy.

**New Player Amenities** - As a year around facility and rehabilitation center for both our major and minor league players.

**Clubhouse and Weight Room** - New clubhouses have been constructed for the Detroit Tigers and Flying Tigers, along with a brand new 7,068 square-foot weight room and agility area, one of the largest in all of Major League Baseball.

**Minor League and Practice Fields** - A new observation tower has been constructed, allowing player development staff to get a 360-degree view of the four practice fields. One field has been replaced with artificial turf, making it suitable for play shortly after rain storms and allowing year-round activity, while the other fields underwent maintenance in the offseason. New practice mounds and a 9,000 square-foot air-conditioned batting cage have also been erected.



***Rehabilitation Facilities*** - The new athletic training facility is outfitted with some of today's most advanced treatment and rehabilitative modalities offered, allowing Lakeland to become a year-round rehabilitation and training facility for all major and minor league players. From class IV laser technology to neuromuscular stimulation, the facilities will allow the Tigers sports medicine staff to promote a more efficient environment for the healing process to take place.





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EVENTS

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# Detroit Tigers Spring Training

1:05 pm - 4:00 pm

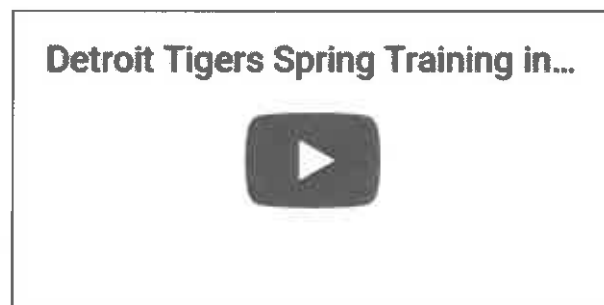
2018 will mark the Tigers 82nd season at state-of-the-art TigerTown in Lakeland, extending the longest-standing relationship between a Major League team and a current Spring Training host city. The 2018 spring season marks the club's 53rd consecutive season of exhibition play at Publix Field at Joker Marchant Stadium.

The Tigers will open the exhibition schedule on Thursday, February 22 as the club plays host to Florida Southern College in the annual matchup against the Moccasins. The Tigers open the home portion of the Grapefruit League schedule against the Toronto Blue Jays on Saturday, February 24.

The home schedule is highlighted by visits from the New York Yankees on Tuesday, March 6,

the Toronto Blue Jays on Saturday, February 24 and Wednesday, March 7, while the New York Mets will visit Publix Field on Friday, March 9 and the Washington Nationals on Monday, March 12.

Read about last year's [Stadium Renovations](#).



Individual game tickets will be available for purchase starting January 13th at the TigerTown box office. For additional ticket information and special group pricing, call the Lakeland ticket office at (863) 686-8075 or visit [tigers.com/springtraining](http://tigers.com/springtraining).

## **Detroit Tigers 2018 Spring Training Home Schedule**

- February 22 vs. Florida Southern College
- February 24 vs. Toronto
- February 25 vs. Pittsburgh
- March 1 vs. Atlanta
- March 2 vs. Miami
- March 3 vs. Tampa Bay
- March 6 vs. New York Yankees
- March 7 vs. Toronto
- March 9 vs. New York Mets
- March 11 vs. Atlanta
- March 12 vs. Washington
- March 16 vs. Philadelphia
- March 17 vs. New York Yankees
- March 19 vs. Baltimore
- March 20 vs. New York Yankees
- March 24 vs. Philadelphia
- March 25 vs. Atlanta
- March 26 vs. Tampa Bay

You may also be interested in [Detroit Tigers Spring Training](#), [Lakeland](#), [Local Brews & Foods](#) or [Safari Wilderness Ranch](#).



### Joker Marchant Stadium

2301 Lakeland Hills Blvd , Lakeland, FL 33805

[Get Directions](#)

#### COST

Call 863-668-4437 for pricing.

#### CONTACT INFORMATION

[866-668-4437](tel:866-668-4437)

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Navigation 

You are here: [Home](#) > Detroit Tigers Spring Training

## Detroit Tigers Spring Training

[Detroit Tigers Home](#) | [If You Go ...](#) | [More Photos](#) | [2019 Schedule](#) | [Minor League Schedule](#)

### PUBLIX FIELD AT JOKER MARCHANT STADIUM

Capacity	8,000
Year Opened	1966; renovated in 2003
Dimensions	340L, 420C, 340R
Surface	Grass
Local Airport	Orlando or Tampa
Ticket Prices	To be announced
Tickets on Sale	To be announced
Ticket Line	866-66-TIGER (8-4437)
Ticket Web Site	<a href="http://tigers.mlb.com">tigers.mlb.com</a>
Address	Al Kaline Dr., 2301 Lake Hills Blvd., Lakeland, FL 33805
Directions	Take exit 33 off I-4 onto Hwy. 33 South. Tiger Town and the ballpark are approximately 2 miles on the left. There is signage pointing out two parking areas next to the stadium.

## Detroit Tigers Spring Training: The Grand Tradition in Florida

There is now a single greatest institution in Florida spring training: Tiger Town in Lakeland. The Tigers have been training in Lakeland since 1934 and have been playing in Joker Marchant Stadium since 1966. In those many years Tiger Town has evolved into a complete training complex that includes the ballpark, other training fields, dorm, training facilities and team clubhouses.

Though **Publix Field at Joker Marchant Stadium** is the second-oldest ballpark still in use in spring training (LECOM Park dates back to 1923; Joker Marchant Stadium opened in 1966), it doesn't feel old after the latest round of renovations. The Tigers and Lakeland have embarked on a few rounds of renovations in recent years; you can still see the original concrete risers in the grandstand, but otherwise everything else about the ballpark has been upgraded.

The changes implemented for 2017 were among the most extensive ever. On the player/front-office side, the old administration building was torn down, with a new administration building (complete with new clubhouses and training facilities) going up in right field. That's a big change, but the other changes are focused on the fan side.



New in right field: a space the Tigers call the Runway, featuring a long drink rail, new concessions and additional four-top seating. The Runway is a reference to the site's history as a aerial training center during World War II. When Joker Marchant first opened, the old training runway was still present past right field, as well as Quonset huts used to house pilots and trainers. (The Quonset huts are still there. You cannot see them from the ballpark, but they can be seen from the parking lot.) This is a huge area, and it also has one additional function: it makes Joker Marchant Stadium a more accessible ballpark with a 360-degree concourse.

Tiger Town is one of the more historically interesting sites in the Grapefruit League. It was [built on the site of a World War II flight school](#), the Lodwick School. Between 1940 and 1945 more than 8,000 cadets, including British Royal Air Force cadets, attended the Lodwick School of Aeronautics and more than 6000 graduated. Some of the remnants of that school still exist, including several hangars that have been renovated and used for various purposes.

## Spring Training History

The Detroit Tigers have trained in Lakeland since 1934. Other spring-training homes of the Tigers: Detroit (1901); Ypsilanti, Mich. (1902); Shreveport (1903-1904); Augusta, Ga. (1905-1907); Hot Springs, Ark. (1908); San Antonio (1909-1910); Monroe, La. (1911-1912); Gulfport, Miss. (1913-1915); Waxahachie, Texas (1916-1918); Macon, Ga. (1919-1920); San Antonio (1921); Augusta, Ga. (1922-1926); San Antonio (1927-1928); Phoenix (1929); Tampa (1930); Sacramento (1931); Palo Alto, Cal. (1932); San Antonio (1933); Lakeland (1934-1942); Evansville (1943-1945); Lakeland (1946-present).

## Ballpark History

Joker Marchant Stadium was built in 1966 and named after the city's popular parks and rec director, Joker Marchant.

The 800-seat Henley Field, the former spring-training home of the Tigers, still exists and was used by the Lakeland Tigers for the 2002 spring training season. The Cleveland Indians used Henley Field for spring training from 1924 to 1927, and the Tigers used it for spring training between 1934 and 1966. Florida Southern University calls Henley Field home.

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Sports

## Statue of Joker Marchant and George Jenkins unveiled at stadium

By Brady Fredericksen

Posted Feb 24, 2017 at 1:40 PM

Updated Feb 27, 2017 at 2:55 PM

Joker Marchant, now embodied in a statue with George Jenkins, told the Joker Marchant Stadium fans in 1966 to put their peanut shells in their pockets.

LAKELAND — Mayor Howard Wiggs told the story like he had just seen it happen.

The late Joker Marchant made an announcement prior to the first spring training game played at Joker Marchant Stadium back in 1966. The city's longtime parks and recreation director was so proud of his stadium — one that still houses the Detroit Tigers today — that he asked the crowd to do him a favor:

“He announced to all the fans that they needed to put their peanut shells in their pockets on the way out and not leave their trash in the stadium,” Wiggs said to the crowd of about 100 gathered at Publix Field at Joker Marchant Stadium on Friday.

With a collection of TV cameras focusing in, Marchant's granddaughter, Tara Bassett, and George Jenkins' grandson, Wesley Barnett, grabbed oversized pairs of scissors and approached a covered statue outside of the stadium's main gates.

What they unveiled was a stainless steel and bronze statue representing two Lakeland staples — Jenkins and Marchant — shaking hands, with smiles draped across their faces.

The statue, made by Pennsylvania artist Becky Ault, was the final addition to the newly renovated Publix Field at Joker Marchant Stadium — which held its first Grapefruit League game between Detroit and Baltimore on Friday.

“The Tigers take a great deal of pride in this being the longest relationship between a city and a professional baseball team,” said Tigers Executive Vice President of Business Operations Duane McLean. “It’s something that we cherish. The relationships we have with the folks here, it’s a match made in heaven.”

Tigers hall of famer Al Kaline, who was at the stadium as a player during that inaugural game in 1966, spoke of his friendships with both Jenkins and Marchant. He was joined in the front row by current Tigers reliever Kyle Ryan, an Auburndale native, as well as city and county commissioners and Publix and Tigers personnel.

“From Henley Field to Joker Marchant and now, to this beautiful, wonderful complex right here — Publix Field at Joker Marchant Stadium — we are honored to be part of the community,” Kaline said. “When you think about the Tigers, you can think about a lot of great players. But when you think about Publix, there is only one person you really think about — that’s Mr. Jenkins.”

— *Brady Fredericksen can be reached at [brady.fredericksen@theledger.com](mailto:brady.fredericksen@theledger.com) or 863-802-7553.*

*Follow him on Twitter: [@Brady\\_Fred](https://twitter.com/Brady_Fred).*



Tigers Spring Training 2018 First Practice Dates Pitchers & Catchers: February 14

Position Players: February 18

Table with 3 columns: Year, Total, Average. Rows for years 2008-2017.

Spring Training Info

- Teams: Arizona Diamondbacks, Atlanta Braves, Baltimore Orioles, Boston Red Sox, Chicago Cubs, Chicago White Sox, Cincinnati Reds, Cleveland Indians, Colorado Rockies, Detroit Tigers, Houston Astros, Kansas City Royals, Los Angeles Angels, Los Angeles Dodgers, Miami Marlins, Milwaukee Brewers, Minnesota Twins, New York Mets, New York Yankees, Oakland A's, Philadelphia Phillies, Pittsburgh Pirates, San Diego Padres, San Francisco Giants, Seattle Mariners, St. Louis Cardinals, Tampa Bay Rays, Texas Rangers, Toronto Blue Jays, Washington Nationals

- Ballparks: Grapefruit League, Ballpark of the Palm Beaches, Champion Stadium, Charlotte Sports Park, Ed Smith Stadium, First Data Field, FL Auto Exchange Stadium, Hammond Stadium, JetBlue Park, Joker Marchant Stadium, LECOM Park, Roger Dean Stadium, Spectrum Field, Steinbrenner Field

- Cactus League: Camelback Ranch, Goodyear Ballpark, Hohokam Stadium, Maryvale Baseball Park, Peoria Sports Complex, Salt River Fields, Scottsdale Stadium, Sloan Park, Surprise Stadium, Tempe Diablo Stadium

Facebook widget: Become a fan of Spring Training Connection at facebook for frequent updates about

Joker Marchant Stadium Spring Training home of the Tigers since 1966

Ballpark address: 2301 Lakeland Hills Blvd. Lakeland, FL 33805

Opened: 1966 Capacity: 9,000

SEND THIS PAGE TO A FRIEND



THIS PAGE WILL BE UPDATED LATER TO REFLECT THE CHANGES THAT WERE MADE TO THE STADIUM FOR 2017. DUE TO ITS RENOVATION, SOME INFORMATION BELOW WILL BE INACCURATE.

Location

Joker Marchant Stadium is a short drive from I-4. Appropriate for a team from the Motor City, the ballpark's neighbors are auto dealerships. Lakeland's local Honda, Acura and GMC dealerships are in the ballpark's backyard -- cars for sale are literally in the shadows of the third base side grandstand.

Directions

Take I-4 to Exit 33 and follow Route 33 South (Lakeland Hills Blvd.) for about 2½ miles and the ballpark will be on your left.

Parking

Although the lot surrounds the stadium, most people park on its first base side in either a grass field or paved lot. You don't want to park on the stadium's third base side, as the limited spaces there are in harm's way. Harm being foul balls. The large grass field behind left field is safe. Just take Granada Street and enter it via Horton Way. A cheaper parking alternative is available at Christ Lutheran Church, which is across the street from the stadium's left field lot entrance. The parking fee there is only \$5 and you'll have the added benefit of avoiding post game parking lot congestion. Just look for the church's \$5.00 baseball parking signs and some older-aged volunteers, whom are church congregation members that in many years also operate a charity hot dog concession in their parking lot that is alongside Granada and about 50 yards from the stadium lot entrance. And when that paved lot fills up, you can also park for \$5 or less at the nearby Peak Worship church, where donations are accepted to park on their lawn, which is along Granada Street too but is a few minutes walk further from the stadium.

Stadium Cost: \$10

Stadium Information

With its Mediterranean-style facade and nicely landscaped exterior, Joker Marchant Stadium is a lovely site to behold. Surrounded by lush trees, it's the centerpiece of the Tigertown complex and has been hosting Tigers spring training games for five decades. The team has trained in Lakeland even longer, since 1934 (excepting the World War II years of 1943-45). The relationship between the city and team is the longest in spring training history. Built for just \$360,000 in 1966, Joker Marchant Stadium was erected with concrete structure during a time when other stadiums were being built with structural steel (concrete withstands rust, structural steel does not). It has expanded over the years from its original capacity of 4,900 through renovations. The most recent one, completed just prior to the 2003 season at a cost of \$10 million, added a berm in left field. The stadium was named after the city's former Parks and Recreation Director, Marcus "Joker" Marchant, who was instrumental in establishing the Tigertown complex.

Fast Facts

- The single lane streets outside the stadium are named for past Tiger greats (Kaline Drive and Horton Way).
Fans enter the stadium through its narrow home plate gate or via the much wider first and third base gates.
The ticket office is adjacent to the home plate gate and has a covered waiting area that's partially paved with engraved personalized bricks. Will call tickets can be picked up at each of the 8 windows.
The concourse is behind the stadium and is completely covered. On the portion behind the main grandstand are a handful of scattered picnic tables.
The bullpens are next to each other directly behind the right-center field wall. Fans can look down into them from the wide walkway above their location.
The clubhouses and Tigers' executive offices are housed in the lengthy three-story building that is alongside the backside of the right field concourse.
A large screen video board debuted in 2017 to serve as the stadium's main scoreboard. It hovers in left-center field behind the berm.
There is one permanent location selling Tigers merchandise. That's the team store, called The D Shop, which can be walked into from the concourse behind home plate and is close to the portal leading to sections 105 & 106 and 205 & 206. Smaller selections of souvenirs are also available at stands set up on each side of the concourse.

Practice Fields

- The Tigertown complex is behind the outfield and includes six practice fields. Fields 1 through 4 are in a cloverleaf formation. The other two fields are named for a pair of Tigers legends and are on opposite ends of the complex. Al Kaline Field is found behind the Joker Marchant Stadium berm while Hank Greenberg Field is near the Tigertown entrance gate.
Once the Tigers' spring training schedule begins, fans are not allowed into Tigertown to watch any of the back field practicing. However, fans can stand behind the outfield fences of three of the fields -- #2 and #3, plus Al Kaline Field, which is the Tigers' main practice field. For all three fields, plenty of standing room is available in batting practice home run territory between the easy-to-see through chain-linked fences and Granada Street.
The Tigers take their batting practice inside of the stadium, generally starting three hours before game time and ending just as the gates open. But fans can pay an extra \$5 to get into the stadium early to see Tigers BP. The cost of the "BP Pass" can be added to the price of a game ticket when bought online or at the box office, where already bought tickets can be upgraded, and early admission is through the 3rd Base gate only, as only the left field berm and left field line grandstand will be open. The time for early batting practice admittance can vary slightly. It's usually 10:00 a.m. but it actually depends on when the Tigers start hitting, which could be later, with their BP generally starting by 10:15 at the latest.

Types of Seating

Fans have their choice between traditional stadium seats with chair backs and armrests, bleachers with or without seat backs, or the outfield lawn.

- Stadium seats: Sections 100-112 and 200-210.



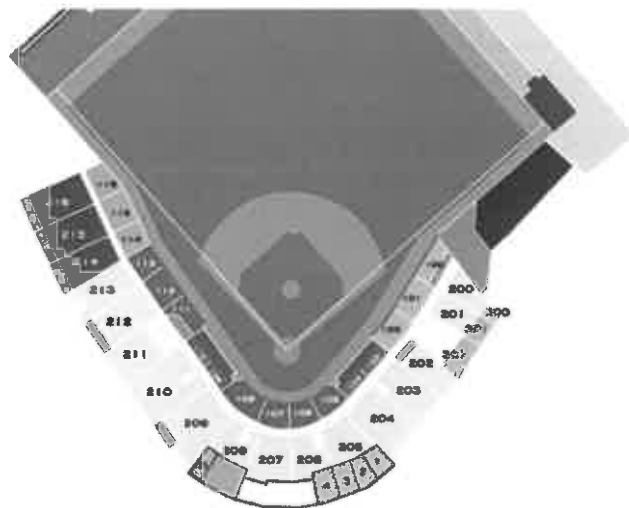


ballpark news, schedule releases and more.

- Bleachers: none
- Berm: A 45-foot sloped hill with a capacity of 400 people encompasses all of left field.

**Notes about the seating**

- The Tigers dugout is on the first base side. To make sure you're on the home side of the stadium, buy your tickets in sections 100-106 or 200-206.
- An aisle divides the stadium's main grandstand into two distinct sections. Box seats are below the aisle, Reserved seats above it. There are far more reserved seats than box seats.
- All stadium seats have cup holders.
- Handicapped accessible seating is spread throughout the grandstand. It can be found on the aisle above sections 100 and 111, in a dedicated space within section 202, in a raised platform atop section 203, and at the top of sections 209, 212-216 and 302. (Note: Wheelchair spaces and companion seating are designated as row U in sections 212, 214-216 and row W for section 213.)
- The protective netting spans pretty much all of the grandstand, going from sections 100-115 (only most of section 116 is spared).
- Standing room is plentiful on or around the berm. Limited standing room is available directly behind the box seats in the open space between the third base grandstand and bleachers plus in a similar area on the stadium's first base side.
- Ushers in the main grandstand keep its narrow cross-aisle clear at all times and will generally prevent anyone from trying to sneak into a box seat that's sans a ticket for one. They will, however, let you plop down anywhere else in the stadium if you can find an available seat.



**Sections and rows**

- Rows for sections in the stadium's lower grandstand range as follows: AA to EE in section 100; AA to HH in sections 101-102; FF to HH in sections 103-104; AA to HH in sections 105-108; FF to HH in sections 109-110; AA to HH in sections 111-116
- Rows for sections in the stadium's upper grandstand range as follows: A to Q in sections 200-201; D to X in section 202; A to W in sections 203-204; A to M in section 205; A to Q in sections 206-207; A to M in section 208; A to X in sections 209-210; G to W in section 211; A to T in section 212; A to W in section 213; A to T in sections 214-216
- Rows for sections in the stadium's club level range as follows: A to F in sections 300-302
- Rows I and O are skipped in all sections.

**Tickets**

- The first three rows of sections 100-113 are sold as Field Box.
- Sections 100-102 are sold as 1st Base Box (except for the 3 rows of Field Box seats).
- Sections 103-113 are sold as Infield Box (except for the 3 rows of Field Box seats).
- Sections 114-116 are sold as Left Field Box.
- Sections 200-213 are sold as Reserved.
- Sections 214-216 are sold as Left Field Reserved.
- Sections 300-302 are sold as 34 Club.
- Space on the left field lawn is sold as Berm.
- Standing space on the right field concourse is sold as Runway.
- Prior to their 3rd birthday, children do not need a ticket.

**Seats to avoid**

Some of the best seats in the house unexpectedly have a protective net in front of them. All Box seats in sections 101 and 102 are affected. They are the first two sections to the right of the Tigers' dugout. Stay away from them unless you don't mind looking through the black netting normally only found behind home plate, where a screen is not as annoying because it's expected.

The final flawed seats worth mentioning are the front rows (row A) of sections 203-210, from where fans have to deal with the double annoyance of obstruction by a too high handrail and foot traffic passing by on the aisle in front of them.

**Seats in the shade**

The stadium's roof covers rows N & up in sections 202-210. Not only are all seats in those rows covered (and thereby shaded), but because the sun is positioned behind the main grandstand shade is able to creep down further in the nine sections that the roof partly covers. For the typical 1:05 afternoon start, seats that are fully shaded can be found in rows E & up in sections 202-205, F & up in section 206, G & up in section 207, J & up in section 208, and L & up in sections 209-210. Once daylight saving time begins, the seats that receive shade at the beginning of the game shift to at least rows G & up in sections 202-204, F & up in section 205, H & up in section 206, K & up in section 207, L & up in section 208, and N & up in sections 209-210. As the game progresses, more entire rows of seats in sections 206-210 become shaded.

**VIP seating**

There are six suites, each named after a Tiger legend, on either side of the press box. Two are on the first base side of home plate and four extend down the third base line. All six have balconies with stadium seats.

**Game Day**

Gates open approximately 2 hours before first pitch - at 11:00 a.m. for an afternoon (1:05) start.

**Food, drink and bag policy**

- No food can be brought into the stadium.
- Fans are allowed to bring in a sealed bottle of water. Aside from never opened water, all other bottles, cans, thermos jugs and liquid containers are not permitted in the stadium.
- Bags are allowed up to a maximum size of 16" x 16" x 8".

**Getting autographs**

The Tigers' clubhouse is down the right field line and Tigers players will sign for fans gathered in the box seats between it and their dugout, both before and after the game. The visiting team uses the same clubhouse but their players usually take a route to it that cuts across the field, whereas the Tigers walk along the warning track close to the first base stands. So Lakeland's ballpark is a so-so one for home team autographs and a lousy place for those who prefer signatures from the visiting team. Serious autograph hounds will want to head to the right field corner outside of the stadium following the game and take their chances on a Tiger or two emerging from their clubhouse. The visiting team's bus will also be parked nearby, but behind the fence in a restricted area. So once again fans of the visiting team will likely be thwarted in their autograph pursuits.

**Unique ballpark fare**

Your taste buds will love the Lakeland concession stands. The Little Caesars Pizza stand is a natural fit, given that Tigers owner

Mike Ilitch owns the pizza chain. A brat with sauerkraut and turkey burger is on the ballpark menu, in addition to the regular hamburgers, hot dogs and grilled chicken sandwiches that are found at the eight-sided hut on the first base concourse. Specialty stands set up throughout the back of the main concourse are the place to find a whole bunch of not normal ballpark food. Long prominent among them is the stand standing on the third base concourse that serves up big turkey legs along with pulled pork and BBQ nachos. The rest of the rotation can change yearly, with 2015 seeing the introduction of a booth hawking Flint-style Coney Island dogs. The craft beer bar on the first base side concourse has the best non-tap beer selection in the stadium, which serves a small variety of typical or otherwise popular selections on draft (think Miller Lite and Yuengling Lager). Fountain drink pouring rights belong to Pepsi.

**2018 Tigers Spring Training Schedule**  
(only home games at Joker Marchant Stadium are listed)

February/March						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				22 Fia Southern 1:05 <a href="#">Tickets</a>	23	24 Blue Jays 1:05 <a href="#">Tickets</a>
25 Pirates 1:05 <a href="#">Tickets</a>	26	27	28	1 Braves 1:05 <a href="#">Tickets</a>	2 Marlins 1:05 <a href="#">Tickets</a>	3 Rays 1:05 <a href="#">Tickets</a>
4	5	6 Yankees 1:05 <a href="#">Tickets</a>	7 Blue Jays 1:05 <a href="#">Tickets</a>	8	9 Mets 1:05 <a href="#">Tickets</a>	10
11 Braves 1:05 <a href="#">Tickets</a>	12 Nationals 1:05 <a href="#">Tickets</a>	13	14	15	16 Phillies 1:05 <a href="#">Tickets</a>	17 Yankees 1:05 <a href="#">Tickets</a>
18	19 Orioles 1:05 <a href="#">Tickets</a>	20 Yankees 1:05 <a href="#">Tickets</a>	21	22	23	24 Phillies 1:05 <a href="#">Tickets</a>
25 Braves 1:05 <a href="#">Tickets</a>	26 Rays 1:05 <a href="#">Tickets</a>					

\* Single game tickets went on sale Saturday, January 13. Links in calendar are to TicketNetwork inventory.

[See the full 2018 Tigers Spring Training schedule](#)

**Ballpark Area Info**

Lakeland is the only remaining spring training site in Florida that doesn't have a beach or major amusement park within a 10 mile or so drive. Really, it's just a sleepy central Florida town best known as the home of Publix Super Markets and as a destination for aviation buffs ([Fantasy of Flight](#) is nearby). As its name would suggest, Lakeland does have lots of lakes, one of which (Lake Parker) you can see from the upper third base grandstand. But unlike the majority of other Grapefruit League cities, it's not a place you'd normally visit outside of spring training although there is one site that many folks do stop by year-round to see. That would be the "Child of the Sun" collection of buildings found at Florida Southern College, which is about four miles from the stadium, that were designed by the legendary American architect Frank Lloyd Wright. The college's campus is home to a dozen such buildings, making it the largest single-site collection of Wright's architecture in the world.

**Travelers' notes**

- The stadium is just a couple miles south of I-4.
- [Henley Field](#), the Tigers' original spring training home in Lakeland, is just 1.4 miles from Joker Marchant Stadium and is still used by Florida Southern College, a Division II school that has won 9 baseball championships.
- The stadium's location is less remote than it feels, but Lakeland is definitely not the typical tourist town in a state full of them.

**Hotels close to Joker Marchant Stadium**

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Distance	Hotel	Street Address	City/Zip	Phone
1.2 miles	Motel 6	3120 US Highway 98 N	Lakeland, FL 33805	863-682-0643
1.3	America's Best Inn	508 E Memorial Blvd	Lakeland, FL 33801	863-682-0303
1.3	Ramada	3260 US Highway 98 N	Lakeland, FL 33805	863-688-8080
1.4	Economy Inn	1224 E Memorial Blvd	Lakeland, FL 33801	863-683-7954
1.6	La Quinta Inn	1024 Crevasse St	Lakeland, FL 33809	863-859-2866

[LIST YOUR HOTEL](#)

**Restaurants close to Joker Marchant Stadium**

Distance	Restaurant	Street Address	City/Zip	Phone
0.25 miles	Charlie's Family Restaurant	2614 Lakeland Hills Blvd	Lakeland, FL 33805	863-683-2999
0.5	Chin Take Out	1801 N Florida Ave	Lakeland, FL 33805	863-683-4040
0.85	Cafe Roti	200 Parkview Pl	Lakeland, FL 33805	863-688-2800
0.9	Cajun Crab Shack	1316 N Florida Ave	Lakeland, FL 33805	863-687-4441
1.0	Crab Kitchen	428 W 10th St	Lakeland, FL 33805	863-687-2722
1.2	Bob Evans	3130 US Highway 98 N	Lakeland, FL 33805	863-688-0039
1.2	Denny's	3204 US Highway 98 N	Lakeland, FL 33805	863-687-3390
1.2	Burger King	3212 US Highway 98 N	Lakeland, FL 33805	863-688-9916
1.2	Long John Silver's	3108 US Highway 98 N	Lakeland, FL 33805	863-680-2906

[LIST YOUR RESTAURANT OR BAR](#)

**Airports close to Joker Marchant Stadium**

Distance	Airport	Airport Code
6.9 miles	Lakeland Linder Regional	LAL
36.3	Tampa International	TPA
44.8	Orlando International	MCO
46.8	St. Petersburg-Clearwater International	PIE
60.2	Sarasota Bradenton International	SRQ
80.6	Melbourne International	MLB
93.9	Daytona Beach International	DAB



[CONTACT US WITH ANY QUESTIONS ABOUT TIGERS SPRING TRAINING](#)



Post ID: 517293608442416\_837184609, 517293608442416\_832185216, 517293608442416\_829972007, 517293608442416\_829302020, 517293608442416\_824823397, 517293608442416\_823268747, 517293608442416\_821916041, 517293608442416\_820819574, 517293608442416\_814196005, 517293608442416\_813320852

Permalink: <https://www.facebook.com/lakelandparkrec/posts/837184609786646>, <https://www.facebook.com/lakelandparkrec/posts/832185216513152>, <https://www.facebook.com/lakelandparkrec/posts/829972007174573>, <https://www.facebook.com/lakelandparkrec/posts/829302020674905>, <https://www.facebook.com/lakelandparkrec/posts/8248233976694340>, <https://www.facebook.com/lakelandparkrec/posts/8232687478448990>, <https://www.facebook.com/lakelandparkrec/posts/821916041313503>, <https://www.facebook.com/lakelandparkrec/posts/820819574554683>, <https://www.facebook.com/lakelandparkrec/videos/814196005418840/>, <https://www.facebook.com/lakelandparkrec/posts/813320852173022>, <https://business.facebook.com/meals/feed?set=820819574554683&type=1&source=62&type=1&source=62&type=1&source=62>

Flying Tiger's Facebook page: <https://www.facebook.com/OfficialLakelandFlyingTiger/>

Post Message: Well, we bid a fond farewell to MLB Spring Training 2018 on Monday @📸, but have no fear! Our Tigertown Parks & Rec crew doesn't get to lay around for 10 months! Lakeland Flying Tigers Baseball starts up AP Sell Out crowd for today's Tigers' game at Publix Field at Joker Marchant Stadium!#CreekOutThatFieldThrough #TeamParkRec Did you know Lakeland was host to national TV stations the MLB Network and Fox Sports yesterday?!? #supercool 📸 #IamLakeland AND do you see how awesome the fields and grounds look?!? #TeamParkRec #springtraining2018 #lazars Another gem from Bryan! This YIP award presentation was a fun one! With all the hubbub of Spring Training it can be tough for Bob Donehey to present the nominations. So, nominee Stephen Novak met Bob on the field to receive his! As We've got a couple of days between games out at Publix Field at Joker Marchant Stadium. Until then, check out this awesome pic from Bryan :) Spring Training 2018 - crew pics Eeeeeeeek! It's opening day for Publix Field at Joker Marchant Stadium and we are ready to go! Detroit Tigers Anyone planning on checking out a game?!? Photo cred: Bryan If you've heard us say it once, you've heard it a thousand times. Our team is some of the best talent you can find! Well, our crew that maintains Publix Field at Joker Marchant Stadium keeps the field and the grounds Don't worry Detroit Tigers! We've got the best grounds crew in the Grapefruit League busting a move :) #ThingsofBeauty #SpringTrainingHomeoftheTigers #PublixFieldatJokerMarchantStadium #Lakeland The Yay! We can't wait to have you all back! #takemeouttotheballgame #SpringTrainingHomeoftheTigers #PublixFieldatJokerMarchantStadium 📸

**City of Sarasota  
(Baltimore Orioles)**



August 14, 2018

Ms. Katherine Morrison, CPM, FCCM  
Deputy Director, Office of Partnership Engagement  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Re: City of Sarasota OTTED Grant for  
Retention of Spring Training Facility

Dear Ms. Morrison:

Pursuant to F.S. 288.11631(4), we are submitting the following exhibits, which are required as part of our annual report for the above-referenced grant:

1. A one page summary clearly documenting the local and state funds expended on the facility through June 30, 2018.
2. Copies of both the Memorandum of Understanding (MOU) between Sarasota County and the Baltimore Orioles, and the Interlocal Agreement between the City of Sarasota and Sarasota County are included to evidence the contractual relationships.
3. A summary of the current economic impact of the spring training facility on the local level.
4. Please see attached letter with attachments, updating the items previously supplied to Dr. Brill that evidences we continue to meet the criteria in effect when the City of Sarasota was certified and recertified.

If you have any questions regarding the documents submitted, please contact me.

Sincerely,

Kelly R. Strickland, CPA, CGFO  
Finance Director

Attachments

**Post Office Box 1058, Sarasota, Florida 34230**

Sarasota County Board of County Commissioners  
 Capital Project Report  
 Spring Training Facilities - 93055  
 Project Summary as of September 2016\*\*

Funding Source	Project Amount
OTTED*	8,951,098.79
Other	26,795,366.71
Total***	<u>35,746,465.50</u>

\* Represents the OTTED Funding (includes \$272,294.00 in Interest Earnings)  
 \*\* This report contains the County Contribution, City Contribution, Orioles Contribution, and Interest Earnings  
 \*\*\* This project has been completed and closed (as of June 2016).

Sarasota County Board of County Commissioners  
 Capital Project Report  
 Ed Smith Environmental Remediation - 93056  
 Project Summary as of September 2016\*\*

Funding Source	Project Amount
OTTED*	823,489.87
Total**	<u>823,489.87</u>

\* Represents the OTTED Funding  
 \*\* This project has been completed and closed.

Total project costs are \$35,746,465.50 plus \$823,489.87 for a total of \$36,569,955.37. The City provided the County with \$9,753,524.00 that was used by the County for the renovation of the Stadium and is included in the total of \$36,569,955.37. The \$9,753,524.00 came from the OTTED grant funds on hand through 8/15/2011 and the proceeds of bonds issued by the City. Funding of the bond principal and interest payments is covered by the OTTED funds received since 8/15/2011. Since the bond principal and interest is being paid with the OTTED funds, the OTTED funds on hand as of 8/15/2011 and the bond proceeds are State funds, and the difference is local funds. Therefore, of the \$36,569,955.37 in total project costs, \$26,816,431.37 is local funds and \$9,753,524.00 is State funds.

Award -  
 \$15 million  
 \$5,625,045  
 e 7/31/18



BOARD RECORDS  
FILED FOR RECORD

CONTRACT NO. 2009-398  
BCC APPROVED 7/22/2009

Exhibit 2

2009 JUL 24 PM 3:36

KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF SARASOTA  
AND  
SARASOTA COUNTY  
FOR  
MAJOR LEAGUE BASEBALL SPRING TRAINING USE  
BY THE  
BALTIMORE ORIOLES

This Interlocal Agreement is entered into this 24<sup>th</sup> day of July, 2009 by and between the City of Sarasota, Florida and Sarasota County, Florida.

Section 1. Recitals.

- 1.1 The City owns a Major League Baseball Spring Training Complex which is referred to as the City of Sarasota Sports Complex.
- 1.2 The Sports Complex has been used for Major League Baseball Spring Training Activities since 1989. The Sports Complex is presently leased to the Cincinnati Reds Major League Baseball club under a lease that will expire on October 31, 2009
- 1.3 The City and the County each desire that the Sports Complex continue to be used for Major League Baseball Spring Training Activities.
- 1.4 The Sports Complex requires substantial renovation in order to attract a Major League Baseball team to conduct its Spring Training Activities at the Sports Complex.
- 1.5 The City has expressed its desire to transfer ownership of the Sports Complex to the County for use as a substantially renovated Major League Baseball Spring Training facility.
- 1.6 The County is interested in acquiring ownership of the Sports Complex for such use.

Section 2. Legal Authority.

2. This Agreement is entered into under the authority of Chapters 125 and 166, Florida Statutes and Section 163.01, Florida Statutes.

**Section 3. Definitions.**

**“City” means the City of Sarasota, Florida a municipal corporation.**

**“County” means Sarasota County, Florida a political subdivision of the State of Florida.**

**“Environmental Monitoring and Reporting Requirements” means obligations of the City under applicable environmental laws and as set forth in a consent order entered into between the City and the Florida Department of Environmental Protection with respect to the Sports Complex.**

**“Furniture, Fixtures and Equipment” means all of the furniture, fixtures and equipment used and useful in connection with the operation, maintenance and use of the Sports Complex as more fully described on the attached Exhibit “A”.**

**“OTTED” means the Florida Office of Tourism, Trade, and Economic Development.**

**“OTTED Funds” means grant funds provide by the State of Florida to the City through OTTED for the purpose of constructing new or substantially renovated Major League Baseball Spring Training facilities in order to attract or retain a Major League Baseball club to conduct its Spring Training Activities within the State of Florida.**

**“Spring Training Activities” means Major and Minor League player preseason training, Major and Minor League games, player rehabilitation, extended spring training operations and other year-round baseball related activities.**

**“Sports Complex” means the City of Sarasota Sports Complex consisting of approximately 37 acres of land and improvements located at the intersection of 12<sup>th</sup> Street and Tuttle Avenue, together with approximately 15 acres of additional lands located North of 12<sup>th</sup> Street and South of 17<sup>th</sup> Street more particularly described on the attached Exhibit “B”.**

**“TDT Revenues” means Tourist Development Tax Revenues collected by the County as authorized by Section 114-64 of the Sarasota County Code, to be used to fund the costs to construct and maintain Major League Baseball Spring Training facility.**

**Section 4. City Obligations.**

4. Subject to the Conditions Precedent set forth in Section 6 hereof, the City agrees as follows:
  - 4.1 The City agrees to transfer ownership of the Sports Complex to the County by fee simple deed at such time as the County shall reasonably request after the lease of the Sports Complex to the Cincinnati Reds has expired.
  - 4.2 The City agrees to continue to perform its Environmental Monitoring and Reporting Requirements after the effective date of this Interlocal Agreement and following transfer of title to the Sports Complex to the County.
  - 4.3 The City agrees to transfer the Furniture, Fixture and Equipment to the County by Bill of Sale to be delivered to the County simultaneously with the delivery of the deed to the Sports Complex.
  - 4.4 The City agrees to provide the County with copies of all documents, surveys and reports pertaining to the condition of and use of the Sports Complex as requested by the County.
  - 4.5 The City agrees to take such action as may reasonably be necessary, including the filing of an amendment to its OTTED grant funding application, to satisfy OTTED that the grant funding will be made available and can be used to fund the substantial renovation of the Sports Complex to be leased to the Baltimore Orioles Major League Baseball club.
  - 4.6 The City agrees to use its best efforts to issue its bonds to be repaid by the OTTED funds no later than thirty (30) days following receipt of notice from the County that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
  - 4.7 The City agrees to transfer the accumulated OTTED funds and actual OTTED bond proceeds, less reasonable costs of issuance, to the County in an amount estimated to be not less than \$7.5 million within three (3) days after the bond closing.
  - 4.8 The City agrees to provide expedited review and priority scheduling for any permit or development approval submitted to the City by the County, or its designee, in connection with the renovation, expansion or use of the Sports Complex.
  - 4.9 The City agrees to be bound by the terms of the Environmental Indemnification in favor of the Baltimore Orioles and the County as set forth in the attached Exhibit "C." Upon adoption of this Interlocal Agreement, the City and County shall promptly present to the Orioles for acceptance the terms and conditions of Exhibit "C." Upon written acceptance by the Baltimore Orioles, the Environmental Indemnification and the rights and obligations of the City, the County and the Orioles set forth in Exhibit "C" shall be fully enforceable with all remedies at law and in equity available to the City, County and the Orioles.



Section 5. County Obligations.

5. Subject to the Conditions Precedent set forth in section 6 hereof, the County agrees as follows:
  - 5.1 The County agrees to accept the transfer of ownership of the Sports Complex from the City for use as a Major League Spring Training and community use facility. The purchase price to be paid by the County to the City at the time of transfer shall be One dollar.
  - 5.2 The County agrees to use its best efforts to negotiate the terms of a Memorandum of Understanding with the Baltimore Orioles Major League Baseball club which would obligate the County and the Baltimore Orioles to design and complete a substantial renovation to the Sports Complex for use by the Baltimore Orioles pursuant to the terms of a thirty (30) year lease. The Memorandum of Understanding shall include provisions insuring the continued community use of the Sports Complex for not less than twenty-one (21) days per year and may include provisions granting naming rights to the Sports Complex to the Baltimore Orioles.
  - 5.3 The County agrees that it shall take all actions necessary to insure that the Baltimore Orioles continue to occupy the Sports Complex and to otherwise comply with the OTTED grant conditions during the term of the OTTED grant obligations, including the filing of a civil lawsuit seeking injunctive relief or specific performance, if necessary.
  - 5.4 The County agrees to conduct the public hearing necessary to allow it to amend its TDT plan to allow the use of up to one-half of one percent of its TDT Revenues to construct Major League Baseball Spring Training facility.
  - 5.5 The County agrees to use its best efforts to issue its bonds to be repaid from its TDT Revenues no later than thirty (30) days after it notifies the City that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
  - 5.6 The County agrees that the City shall have no financial obligation to provide funding for the substantial renovation of the Sports Complex other than the City's obligations with respect to the OTTED funds.
  - 5.7 The County agrees that the City shall have no financial obligation to provide funding for the operation and maintenance of or capital repairs and improvements to the Sports Complex during the time that the Sports Complex is in County ownership.
  - 5.8 The County agrees that the City will have no financial obligation to pay ad valorem taxes or assessments levied or imposed against the Sports Complex during the time that the Sports Complex is in County ownership.

- 5.9 The County agrees that the plaques honoring Ed Smith and Red Ermish presently at the Sports Complex will be displayed at the Sports Complex following its substantial renovation.
- 5.10 The County agrees that the City shall have the right to access tickets provided to the County for economic development purposes for Major League Spring Training games through a process to be established by the County provided that such use shall be for economic development purposes.
- 5.11 The County agrees to notify the City at such time as any bonds, including refunding bonds, issued to fund capital improvements to the Sports Complex are repaid in full.

#### Section 6. Conditions Precedent.

- 6. The obligations of the City and County are conditioned upon the satisfaction of the following conditions precedent:
  - 6.1 Receipt of concurrence from OTTED, or other State office or official having the requisite authority, indicating that the OTTED Funds may be transferred by the City to the County for use in connection with a substantial renovation of the Sports Complex and long term lease of the Sports Complex to the Baltimore Orioles.
  - 6.2 Execution of a Memorandum of Understanding between the County and the Baltimore Orioles pursuant to which the County and the Baltimore Orioles agree to cause the substantial renovation of the Sports Complex using OTTED bond proceeds, and accumulated OTTED funds, TDT bond proceeds, and legally available accumulated TDT funds, and funds contributed to the project by the Baltimore Orioles, if required, as well as agreement on the terms of a lease of not less than thirty (30) years pursuant to which the Baltimore Orioles will be obligated to hold Spring Training Activities at the Sports Complex.

In the event that one or both of the above-described conditions precedent are not satisfied prior to September 30, 2009 then either the City or the County may elect to terminate this Interlocal Agreement by providing written notice of termination to the other party.

#### Section 7. Future Use and Ownership of the Sports Complex.

- 7.1 The County shall have the obligation to transfer ownership of the Sports Complex back to the City in the event that: (1) Major League Spring Training Activities at the Sports Complex are discontinued by the Baltimore Orioles for a period of two (2) years and no other Major League Baseball club agrees to use the Sports Complex for Spring Training Activities, and (2) the County has repaid any and all debt issued in connection with the substantial

renovation of the Sports Complex or any future capital repair or improvement; provided, however, that the County shall not issue debt having payment obligations that extend beyond the term of the lease, or any lease extension, between the County and the Baltimore Orioles. In order to effectuate this obligation the City must first notify the County in writing that it is of the opinion that the two above-described events have occurred including a demand that ownership of the Sports Complex be transferred back to the City. The purchase price to be paid by the City to the County at the time of transfer shall be One dollar.

- 7.2 Upon transfer of the Sports Complex back to the City the Sports Complex shall be used for public recreational or other public use. In the event that the City desires to make the Sports Complex available for non-public uses the County shall have the option to purchase or lease the Sports Complex from the City. If the Sports Complex is purchased, the purchase price to be paid by the County to the City at the time of transfer shall be the appraised value of the Sports Complex land exclusive of the value of the improvements assuming its use as a publicly owned Sports Complex. If the Sports Complex is leased, the rent to be paid by the County to the City shall be established on the basis that it is a land lease only and shall exclude the value of the improvements.

#### Section 8. Assignment.

No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by City and County.

#### Section 9. Notices.

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement shall be delivered in writing by hand or United States Postal Service, certified mail, return receipt requested to the following address:

Notices to City shall be sent to:  
City of Sarasota, Florida  
1565 First Street  
Sarasota, Florida 34236  
Attn: City Manager

Notices to County shall be sent to:  
Sarasota County  
1660 Ringling Boulevard

Sarasota, Florida 34236  
Attn: County Administrator

Section 10. Effective Date.

This Interlocal shall become effective upon recording of a certified copy in the Official Records of Sarasota County pursuant to Section 163.01 (11), Florida Statutes.

IN WITNESS WHEREOF, this Interlocal Agreement was signed and sealed in duplicate by the respective parties hereto.

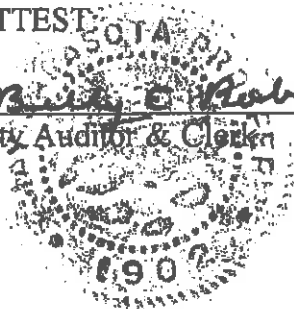
CITY OF SARASOTA, FLORIDA

By: Richard Clapp  
Richard Clapp, Mayor

Dated: 7-23-09

ATTEST:

Richard C. Robinson  
City Auditor & Clerk



COUNTY OF SARASOTA

By its Board of County Commissioners

By: Jeff Thaxton  
Jeff Thaxton, Chair

Dated: 7/24/2009

ATTEST:

Karen E. Rushing, Clerk of Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Paula F. Antonian  
Deputy Clerk

Approved as to form and correctness:

Robert M. Fournier  
City Attorney

Approved as to form and correctness:

Stephane  
County Attorney

EXHIBIT "A"  
EXISTING EQUIPMENT AND IMPROVEMENTS

CONCESSION - FIRST BASE

4 SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1 SERVING COUNTER	1 Serving Counter
1 BEER SYSTEM (4 TOWER)	1 Beer System (5 tower) (New in 2001)
5 CASH DRAWERS	6 registers with cash drawers (non working?)
4 ROLL WARMERS	6 2drawer Toastmaster - All working
2 PRETZEL DISPLAYS	5 pretzel displays (Owned by J&J Snack Foods)
2 MENU BOARDS	3 menu boards (replaced in 2006 or 2007)
1 BACK BAR	1 back counter
2 POPCORN WARMERS	4 popcorn warmers, 3 working, 1 not working
1 HOT WATER HEATER	1 hot water heater
2 HAND LAV	2 hand sinks
1 SINK UNIT	1 sink unit
1 WALK-IN BEER BOX	1 Walk-in Cooler
1 PRETZEL BAKER	1 pretzel machine (Owned by J&J Snack Foods)
3 PREP TABLES	4 Stainless Steel prep tables
1 HOTDOG COOKER	1 Hot dog cooker replaced in 2001
1 ICE MACHINE AND BIN	1 ice machine & bin (replaced in 2001)
1 CONDIMENT STAND	Scrap
2 CONDIMENT SERVERS	Scrap
5 SHELVES UNITS	13 shelve units plus 1 plastic 5 lter unit
3 Coffee Maker	3 Newco 2-warmer coffee maker, 1 works-2 don't
2 Nacho Cheese Dispensers	2 Gehls Nacho Cheese Dispensers
1 Freezer Box	1 OmniCube Freezer Box (doesn't work)
2 Freezer Units	2 Tabletop Ice Cream Freezers (small)
1 Convection Oven	1 Garland Convection Oven
1 Coffee Cambro	1 Rubbermaid Coffee Cambro
6 Pot Warmers	6 Electric Pot Warmers
1 Water filtration system	1-2filter water filtration system on ice maker
4 SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1 SERVING COUNTER	1 Serving Counter
1 BEER SYSTEM (4 TOWER)	1 beer system-doesn't work; new one purchased in 2007 (4-tower)
6 CASH DRAWERS	5-6 Cash drawers; 4-5 Cash boxes
5 ROLL WARMERS	5 2-drawer Warmers; 4 are Toastmaster, 1 is unk brand
3 PRETZEL DISPLAYS	4 pretzel displays (Owned by J&J Snack Foods)
2 MENU BOARDS	2 Menu boards (were replaced in 2006 or 2007)
1 BACK BAR	1 back counter

Additions

CONCESSION - THIRD BASE

Exhibit 2

2	POPCORN WARMERS	2	popcorn warmers
1	HOT WATER HEATER	1	hot water heater
2	HAND LAV	2	hand sinks
1	SINK UNIT	1	sink unit
1	WALK-IN BEER BOX	1	walk-in cooler
1	PRETZEL BAKER	1	Impinger Pretzel maker (purchased in 2001)
3	PREP. TABLE	5	Stainless steel prep tables; 1 with a utensil drawer
1	HOT DOG COOKER	1	hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1	ice machine purchased in 2001
1	CONDIMENT STAND	Scrap	
2	CONDIMENT SERVERS	Scrap	
5	SHELF UNITS	8	shelf units
1	Coffee Maker	1	Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2	Gehis Nacho Cheese Dispensers
1	Convection Oven	1	Budget Convection Oven
3	Coffee Cambro	3	Rubbermaid Coffee Cambro
1	Water filtration system	1	2-filter water filtration system on ice maker
2	SODA UNITS	4	soda units (Owned by Pepsi)
1	SERVING COUNTER	1	servicing counter
1	BEER SYSTEM (4 TOWER)	1	non-working system; 1 new system in 2006 (6 tower)
6	CASH DRAWERS	1	register, 2 cash boxes, 2 cash drawers
5	ROLL WARMERS	6	roll warmers, 5 Alto Sham; 1 Toastmaster
3	PRETZEL DISPLAYS	2	pretzel displays 850B & 850 (Owned by J.&J Snack Foods)
4	MENU BOARDS	4	menu boards (replaced in 2006)?
1	BACK BAR	1	back counter
2	POPCORN WARMERS	2	popcorn warmers
1	HOT WATER HEATER	1	hot water heater
2	HAND LAV	2	hand sinks
1	SINK UNIT	1	sink unit
1	WALK-IN BEER BOX	1	walk-in cooler
1	PRETZEL BAKER	1	Impinger pretzel maker (purchased 2001)
4	PREP TABLE	4	standard Stainless Steel; 1-4' Stainless Steel
1	HOTDOG COOKER	1	hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1	ice machine purchased in 2001
1	CONDIMENT STAND	Scrap	
2	CONDIMENT SERVERS	Scrap	
6	SHELF UNITS	6	shelf units
1	GRILL	1	grill
1	FRYER BATTERY	2	2 - 2 basket fryers
1	UP-DRAFT EXHAUST UNIT	1	exhaust unit

Additions

CONCESSION - HOME PLATE

1	FIRE PROTECTION SYSTEM	1 fire protection system
2	HOT FOOD HOLDING UNITS	2 hot food holding units
1	DUMP STATION	
1	Coffee Maker	1 Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2 Gehlis Nacho Cheese Dispensers
2	Freezer Units	2 Ice Cream Freezers (Good Humor)
2	Freezer Units	2 Tabletop Ice Cream Freezers (small)
1	Convection Oven	1 Garland Convection Oven
1	Ice Cream Machine	1 Taylor IC Machine 2 compartment but only 1 compartment works
1	Pot Warmers	1 Electric Pot Warmers
1	Water filtration system	1-2 filter water filtration system on ice maker
1	WALK-IN REFRIGERATOR/FREEZER	1 walk-in cooler, 1 walk-in freezer
1	HOTDOG COOKER	1 hot dog cooker purchased in 2001
1	ICE MACHINE	1 ice machine (purchased in 2001)
1	HAND LAV	1 hand sink
1	SINK UNIT	1 sink unit
1	FAST FILL UNIT	Scrap
1	STADIUM POPPER	1 stadium popper (doesn't work); 1 popper purchased in 2003
15	SHelf UNITS	15 shelf units
2	PREP. TABLES	
3	PICKUP TABLES	
3	CASH DRAWERS	
1	Shelves	1 4-iter plastic shelf
1	Washer	1 Kenmore Heavy Duty Washer
1	Dryer	1 GE Select Dryer
3	Uniform Racks	3 uniform racks
1	Uniform Cabinet	1 Uniform Cabinet
2-4	PORTABLE NOVELTY STANDS	
5	PORTABLE BEER UNITS	3 Sold in 2008, 1 3-keg unit @ Spec Beer, 1 2-keg unit @ 1st Base
2	FILE CABINETS	7 file cabinets; 3 in office, 3 in 3rd Base, 1 in Commissary
2	DESKS AND CHAIRS	2 desks in office; 1 desk in HP; chairs for all desks
2	CALCULATORS	2 calculators in office
1	COPY MACHINE	1 copy machine outside office (does not work-can't get parts anymore)
2	SAFES	1 in HP (unk combo); 1 in Office
2	ALARM SECURITY SYSTEMS (HP & 3RD BASE)	Keypads installed but only Office is hooked up

**Additions**

**COMMISSARY**

**Additions**

**MISCELLANEOUS**

			4 electrical outlets with 3 9-breaker boxes (fence); 2 elec outlets on front of 1st Base Concessions; 2 elec boxes in fenced area
	3 ELECTRICAL OUTLETS (FENCE)		
	4 EXHAUST FANS IN ALL FOUR STANDS		4 exhaust fans in all stands and commissary
	1 OFFICE WITH AIR CONDITIONING		1 office with air conditioning
	Misc. Smallwares		Many misc pots, pans, etc.
	Misc. Beer Tubs		Misc Beer and Bus Tubs
	Misc. Chip Racks		Misc. chip racks in all stands and Commissary
	First Aid Kits		First Aid Kits in all stands & commissary
	1 Time Clock		Time Clock in HP
	1 Sandwich Prep Table		1 Electric Sandwich Prep Table (compressor out) in picnic area
	Misc.		Extension cords, tables
	1 Radio and Charger		Motorola Radius GP300 Radio and Charger
	4-5 HOTDOG CARTS		2 HD Carts in 1st Base, all others scrapped
	10-15 STANDING WARMER CABINETS		8 in 1st Base; 1 in 3rd Base, 1 in HP, all others scrapped

**Additions**

**NEW IMPROVEMENTS**



ASSET #	Purchase Price	Item	Serial #	Org. Pur. Date	Date Acq.	Value
A014796	17,606.00	STADIUM SOUND SYSTEM		03/30/1989	03/30/1989	
A016086	1,400.00	CONCRETE WASTE CONTAINERS		04/03/1990	04/03/1990	
A016934	1,200.00	BLUE TOPS/CONCRETE WASTE CONTA		01/29/1991	01/29/1991	
A017598	1,723.00	PORTABLE TURNSTILE		12/12/1991	12/12/1991	
A018250	30,005.00	WARRENS TERRA COVER		12/03/1991	12/03/1991	
A020844	850.00	71" DESK		10/03/1996	10/03/1996	
A020845	2,100.00	CREDENZA		10/03/1996	10/03/1996	
A020996	1,822.00	BATTING TUNNEL NET		02/17/1997	02/17/1997	
A021814	2,785.16	LOADER	W00440X016	02/26/1998	02/26/1998	\$350
A021815	1,832.04	TILLER	W00550X160	02/26/1998	02/26/1998	\$200
A021816	15,160.29	TRACTOR	M00970B17C	02/26/1998	02/26/1998	\$1,000
A021817	2,778.13	MOWER W ATTACHMENT	M00297X160	02/26/1998	02/26/1998	
A021844	2,190.00	6' DESK W/BOOKCASE		03/30/1998	03/30/1998	
A023152	3,395.00	DESK (RECEPTION AREA)		09/22/1999	09/22/1999	
A023248	2,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023249	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023250	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023251	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023252	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023253	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023254	1,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023255	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023256	750.00	BACK BAR		01/15/2000	01/15/2000	
A023257	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023258	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023259	1,500.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023260	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023261	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023262	2,500.00	WALK-IN BEER BOX		01/15/2000	01/15/2000	
A023263	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023264	500.00	FRYER BATTERY		01/15/2000	01/15/2000	
A023265	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023266	750.00	UP-DRAFT EXHAUST UNIT		01/15/2000	01/15/2000	
A023267	500.00	FIRE PROTECTION SYSTEM		01/15/2000	01/15/2000	
A023268	3,000.00	WALK-IN REFRIG/FREEZER		01/15/2000	01/15/2000	
A023269	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	





**EXHIBIT "C"****Environmental Indemnification**

The City covenants and agrees, at its sole cost and expense, to defend, hold harmless, indemnify, protect and save: (i) the Orioles, including its directors, officers, partners, employees, consultants, vendors, contractors or agents; (ii) any persons or entities owned or controlled by, under common control or affiliated with the Orioles; (iii) the heirs, personal representatives, successors and assigns of each of the aforementioned persons or entities; and (iv) the County, including its commissioners, officers, employees, consultants, vendors, contractors or agents; (individually and collectively, "Indemnified Parties"), now and forever, against and from any demand, claim, assessment, costs, disbursements, expenses, penalty, liability, judgment, verdict, obligation, attorneys fees, suits or proceedings, of any kind and any nature, including personal injury, property damage, death, disability, or other damage of or to any person or property, which may at any time be required, imposed, incurred, asserted or awarded against an Indemnified Party, whether arising directly or indirectly from, or in any way related to:

- a. The existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of (1) the real property located at 12<sup>th</sup> Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12<sup>th</sup> Street and South of 17<sup>th</sup> Street and the corner parcel North of 12<sup>th</sup> Street (collectively, the "Major League Site");
- b. Any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport or disposal of any hazardous material existing on, in, under, affecting or emanating from all or any portion of the Major League Site, including any development of the Major League Site;
- c. Any violation of any State of Florida or Federal environmental laws, rules, guidelines, regulations or ordinances regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a

violation at the time of the occurrence or inception of such act, omission, event or circumstance; and/or

- d. Any environmental claim or the filing or imposition of any environmental lien against the Major League Site, because of, resulting from, in connection with, or arising out of any of the matters referred to in (a) through (c) above.

In addition, the City shall indemnify the Indemnified Parties for, without limitation, all of the following: (i) the costs of remediation, removal or abatement of hazardous materials from the Major League Site or, when applicable, the surrounding areas; (ii) additional costs required to take necessary precautions to protect against, or to mitigate the effects of, the release of hazardous materials on, in, under, affecting or emanating from the Major League Site or into the air, any body of water, any other public domain or any surrounding areas, including any professional consultative fees and costs related thereto; and (iii) costs incurred to comply, in connection with all or any portion of the Major League Site or, when applicable, any surrounding areas, with all applicable Laws with respect to hazardous materials. Notwithstanding the above, the foregoing indemnity shall not apply to the extent any of the foregoing relates to hazardous materials transported onto the Major League Site by the Indemnified Parties subsequent to execution of this Indemnity.

The City shall provide, in a timely manner and in the manner required by the County's and the Orioles' Project Representatives, Project architects and General Contractor, such environmental information as may be necessary or beneficial to the Project and its timely completion within the established budget, including any consultative reports or other material information regarding the environmental conditions of the Major League Site and or any updates regarding the negotiations with State or Federal environmental agencies to achieve No Further Action (NFA) status for the Major League Site.

The City shall have the right to participate and provide input in any scheduled project development meeting(s) scheduled and attended by the County's and Orioles' Project Representatives, the Project architects and General Contractor wherein decisions as to the Project are made which may materially affect the City's environmental monitoring, remediation, removal, abatement cleanup or indemnification obligations.

The County's and Orioles' Project Representatives, Project architects and General Contractor shall give due and reasonable consideration to the environmental information provided by the City and/or its environmental consultants and will endeavor to accommodate the reasonable requests of the City and its environmental consultants if practicable within the scope and design of the Project and provided that such requests do not cause any unreasonable modification or diminution of the Project or its design and provided that such requests do not cause any unreasonable additional expense or unreasonable delay in the timely completion of the Project.

To the extent that remediation, removal or abatement of hazardous materials on, in, under, affecting or emanating from the Major League Site is necessary, the City, the County and the Orioles shall meet and confer to discuss the various options available for such remediation. Time being of the essence, upon identification of the remediation option(s), subject to permitting and regulating agency approval, the City shall expeditiously retain qualified vendor(s), unless the City, the Orioles and the County agree to otherwise retain qualified vendor(s), to perform the remediation, removal or abatement who shall, upon retention, coordinate with the Orioles' and County's Project representatives, Project architects and General Contractor as to all such remediation, removal or abatement, including as to the dates, times, conditions and manner for the performance of the remediation, removal or abatement.

Without limiting any other obligation of the City herein, any cost or expenses caused by the accommodation or implementation of the City's and/or its environmental consultants' request(s) and remediation, removal or abatement shall be the sole responsibility of the City.

STATE OF FLORIDA  
COUNTY OF SARASOTA  
I HEREBY CERTIFY THAT THE FOREGOING IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL FILES  
IN THIS OFFICE WITNESS MY HAND AND OFFICIAL  
SEAL THIS DATE 7/24/2009  
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT,  
EX-OFFICIO CLERK TO THE BOARD OF COUNTY  
COMMISSIONERS, SARASOTA COUNTY, FLORIDA  
BY Paula J. Schreiber  
CLERK

**SPRING TRAINING FACILITY**  
**MEMORANDUM OF UNDERSTANDING**

THIS SPRING TRAINING FACILITY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into effective as of the 22<sup>nd</sup> day of July, 2009 (the "Effective Date"), by and between SARASOTA COUNTY, a political subdivision of the State of Florida ("County") and the Baltimore Orioles Limited Partnership, a Maryland limited partnership ("Orioles"). The County and the Orioles each may be referred to herein as a "Party" and collectively as the "Parties."

BOARD RECORDS  
FILED FOR RECORD  
JUL 22 PM 4:02  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

**RECITALS**

WHEREAS the City of Sarasota (the "City") is the owner of: (1) the real property located at 12<sup>th</sup> Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12<sup>th</sup> Street and South of 17<sup>th</sup> Street and the corner parcel North of 12<sup>th</sup> Street, which are both utilized for parking for the Major League Spring Training facility and as are more particularly set forth in Exhibit 1 attached hereto (collectively, the "City Land");

WHEREAS, the City adopted its Resolution No. 09R-2094 on May 4, 2009 indicating its willingness to make its Ed Smith Stadium complex available to the Baltimore Orioles for Spring Training and other Major League Baseball purposes and to transfer to the County the aforementioned City Land, along with ancillary parcels of real property (and improvements) in connection therewith for the full beneficial use by the Orioles, which parcels together consist of +/-53 acres of real property more particularly described on Exhibit 1 attached hereto (collectively, with all furniture, fixtures, equipment and improvements, the "Major League Site"), and the City and the County have entered into an interlocal agreement (the "Interlocal Agreement") which includes the foregoing and the purchase of the City Land, including the Major League Site, and other terms and conditions;

WHEREAS, the Orioles own and operate the Major League Baseball Team known as the Baltimore Orioles and currently conduct their Minor League spring training operations in the County at the County-owned Twin Lakes Park containing the Buck O'Neil Baseball Complex described on Exhibit 2, attached hereto, consisting of +/- 36 acres of real property which contains improvements and fixtures located thereon, including but not limited to fields, a clubhouse and other furniture, fixtures, equipment and improvements (collectively, the "Minor League Site");

WHEREAS, the Orioles desire to consolidate its Major League and Minor League spring training operations in the County, including Major League player preseason training, player rehabilitation, extended spring training operations and other year-round baseball-related activities (collectively, "Spring Training Operations") at the Major League Site and the Minor League Site (individually, a "Site" and collectively, the "Sites");

WHEREAS, the County has agreed to provide for the Orioles' use and occupancy of the Sites and to provide, upon the terms and conditions expressed in this Agreement, for certain funds and funding for the renovation and improvement of the Sites, including the Ed Smith

Stadium (the "Major League Stadium"), clubhouses, administration offices, fields, parking facilities, infrastructure, utilities and other usual and customary facilities, furniture, fixtures, and equipment at the Sites and as further described in this Agreement pursuant to the Orioles' Design Plan as more particularly set forth herein (the "Project");

WHEREAS, the County shall provide \$23.7 million to the Project (the "County's Guaranteed Project Funds") from sources identified by the County;

WHEREAS, in order to provide for the County's Guaranteed Project Funds, the County shall conduct the necessary public hearing required to amend its Tourist Development Ordinance to incorporate certain of the project funding into its Tourist Development Plan, thereby permitting it to dedicate up to one-half (1/2) of one percent (1%) of its Tourism Development Tax revenues to service certain County bonds, which it shall cause to be issued in a timely manner. The par amount of the County bonds shall be the maximum amount permitted to be issued without voter referendum as allowed under Section 5.2D of the Sarasota County Charter. The amount of the bonding limitation is currently \$20.715 million. The net proceeds of the County bonds will be made available as project funds and added to such other County funds as may be required to fulfill the County's Guaranteed Project Funds obligation;

WHEREAS, as a condition of the Interlocal Agreement and this Agreement, the City shall promptly issue bonds serviced by funds from the State of Florida Office of Tourism, Trade and Development ("OTTED") and promptly contribute all bond proceeds, net only of reasonable, usual and customary costs and expenses directly associated with issuance of such bonds, to the Project, as more particular set forth herein ("OTTED Funds"). The City may elect, in its sole discretion, to provide the funds from other sources. It is estimated that the net OTTED Funds available from the City will be approximately \$7.5 million;

WHEREAS, together the County's Guaranteed Project Funds and the OTTED Funds are the "Governmental Project Funds". The Governmental Project Funds' principal contribution shall be and not exceed \$31.2 million from all governmental sources. Upon availability in accordance with the schedule contained in this Agreement, the Governmental Project Funds shall be promptly deposited in a dedicated interest-bearing Construction Fund Account and all interest accrued thereon shall inure to the benefit of the Project (the "Maximum Governmental Project Funds");

WHEREAS, the County desires to lease the Sites to the Orioles and the Orioles desire to use and occupy the Sites on a year-round basis for the Orioles' Major League and Minor League Spring Training Operations, baseball-related events and other Orioles' beneficial uses of and to the Sites as provided herein;

WHEREAS, the Board of County Commissioners finds that the Orioles are the only entity capable of using the Sites as Major League Baseball facilities and, pursuant to the authority of Section 2-362(2) of the Sarasota County Code, the County has entered into direct negotiations with the Orioles for the lease of the Sites;

WHEREAS, the Parties recognize that the development of the Project and the lease of the Sites to the Orioles shall be subject to the terms of a definitive Project Development Agreement,



Lease and other relevant documents (collectively, the "Project Documents"), which may contain additional terms and conditions consistent with this Agreement. The Parties agree that the terms set forth herein will be incorporated into the Project Documents and that this Agreement reflects the basic business deal between the Parties and is intended to be binding on the Parties and their respective successors and assigns. The Parties shall use their best efforts, in good faith, to promptly negotiate and execute the Project Documents, unless the Parties deem the provisions of this Agreement are adequate for such purpose(s);

WHEREAS, the benefits and obligations expressed in this Agreement will further improve and promote gainful employment, economic development and tourism within the State of Florida, the County and the City and enhance the economic prosperity of the State of Florida, the County and the City and their residents;

WHEREAS, the benefits and obligations expressed in this Agreement are in the public interest and, among other things, will provide additional recreational facilities, generate significant economic development, tourism and promotional benefits, as more particularly set forth herein;

WHEREAS, the Sites have been used historically by both the City and the County for local youth sports, tournaments, and other community based events, and this community use has brought value to the community in the form of tourism and other benefits and the continuation and importance of which are recognized by the Parties;

WHEREAS, the County intends to utilize the Sites in preparing for and responding to natural disasters, provided that the Orioles and the County shall mutually determine the locations at the Sites for emergency response personnel and equipment and material during the term of the Lease, as more particularly set forth herein;

WHEREAS, the Orioles are a party to a Facility Use Agreement, dated December 28, 2006 with the City of Fort Lauderdale, Florida for the construction and lease of new Major League Baseball and Minor League Baseball facilities upon certain terms, conditions, and conditions precedent set forth therein (the "Ft. Lauderdale FUA"), the Orioles represent and warrant to the County that the conditions precedent to the effectiveness of the Ft. Lauderdale FUA have not been met, and that the Orioles have the right to enter into this Agreement; and

WHEREAS, the County represents and warrants that it has the authority to enter into this Agreement as provided by Chapter 125 F.S. and other relevant provisions of Florida law and provide the Orioles with the rights contained in this Agreement and in the Project Documents.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

**1. THE PROJECT.**

1.1 The Parties acknowledge that certain improvements are required to be made to the

Sites in order for the Orioles to enter into a lease with the County for the full and beneficial use of the Sites and to conduct its Major League and Minor League Spring Training Operations at the Sites. The Parties agree that the design, development and construction process shall be a cooperative mutual endeavor in which the County and the Orioles will work together and participate in all phases of such process. The County and the Orioles each acknowledge and agree that the Project will be financed, designed, developed and constructed in accordance with the terms, conditions and schedules expressed in this Agreement.

1.2 The Orioles will have primary responsibility for and will take the lead in developing the design plans, specifications and elevations for the Project, subject to all applicable County and City codes and ordinances, which Project Design Plan may be amended from time to time ("Project Design Plan") (for illustrative purposes only, attached as Exhibit 3 are preliminary Site sketches). The Project Design Plan shall also include the style, design and materials for all fixtures, furnishings, appointments and equipment. The County shall have the right to participate in all phases of the design process. The Orioles shall keep the County informed on a regular basis as to the development of the Project Design Plan and any material and substantial amendments thereto. The Orioles and the County shall schedule regular briefings to discuss and preliminarily review the Project Design Plan. The Orioles shall present the Project Design Plan, including site sketches and elevations under consideration by the Orioles, to the County within one hundred fifty (150) days after the execution of this Agreement. The County shall have the right to review, comment upon and approve the Project Design Plan and all decisions and documentation with respect thereto, including without limitation, all architectural programs, schematic designs, plans and specifications, and any material amendments thereto which the Orioles deem necessary or desirable after the County's initial approval for the Project Design Plan has been granted. The Orioles shall have the right to select, in its sole discretion, the furniture, fixtures, and equipment in the Orioles' exclusive use areas, including the Orioles' offices, coaches' offices, training rooms, player locker rooms, weight rooms and other exclusive areas such furniture, fixtures, and equipment which shall be comparable to other Major League Baseball spring training facilities. In all instances, the County's review and approval under this Section shall be promptly exercised and shall not be unreasonably withheld, conditioned or delayed. When completed by the Orioles and reviewed and approved by the County, the Project Design Plan shall be attached hereto and to the Project Development Agreement and incorporated herein and therein for all intents and purposes. The Project Design Plan shall include placement of the existing (or new) plaques honoring Ed Smith and Red Ermish presently affixed at the Sports Complex.

1.3 The Project Design Plan for the Project shall include, among other things, specifications for:

1.3.1 A state-of-the-art renovation (and possible expansion) of the Major League Stadium consistent with the quality and appointments of similar substantially renovated spring training facility projects in Florida (e.g., as generally compared against the most recent renovation of comparable cost) with an approximate seating capacity of between 8,500 and 9,000, including approximately 7,500, but not less than 6,500, fixed seat positions plus berm seating, picnic areas, standing room areas, party decks, luxury/corporate suites, sun shading, radio and television booths and broadcasting and telecasting production facilities and studios, press areas, communications and data systems, television monitors and equipment (including all conduit,

wiring, fiber, cable, head-end equipment, data switches and terminals as may be required), camera stations, state-of-the-art scoreboards, sound systems and control room, concession stands/equipment, food preparation areas and kitchens, retail and novelty stores, fan service and first aid areas, locker rooms, weight rooms, and other usual and customary stadium facilities, equipment, areas and amenities.

1.3.2 On the Major League Site: the Major League Stadium plus an additional three and a half (3.5) practice fields of Major League dimensions and quality; a renovated and expanded state-of-the-art clubhouse consisting of approximately 35,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

1.3.3 On the Minor League Site: five (5) practice fields of Major League dimensions and quality, a renovated and expanded Minor League clubhouse consisting of approximately 25,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary Minor League clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated, but not exclusive, parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

## **2. PROJECT FINANCING.**

2.1 The Governmental Project Funds shall consist of the following:

2.1.1 From the County:

2.1.1.A Net proceeds from the County's bond issue from the issuance of County's bonds in a par amount which shall not exceed the maximum amount permitted to be issued without voter referendum, expected to be approximately \$18.7 Million on or about October 1, 2009.

2.1.1.B Cash collections of one-half (1/2) of one percent (1%) of the County's Tourist Development Tax beginning as of March 1, 2008 estimated to be approximately \$2 million by the date of issuance of the County bonds.

2.1.1.C County cash contributions from legally available non-ad valorem revenues in an amount not to exceed \$3 million.

2.1.1.D And/or such other County funds from legally available, non ad valorem revenues as may be required to fund the County's Guaranteed Project Funds obligation in the amount of \$23.7 million.

2.1.1.E Net proceeds from the City's bond issue from the City's OTTED grant funding or a cash equivalent from legally available, non-ad valorem revenues in an amount no less than \$7.5 million.

2.1.1.F Collectively, the Governmental Project Funds shall be and not exceed \$31.2 million for the Project.

2.2 All Governmental Project Funds shall be made available for the Project no later than thirty (30) days after the execution of the Project Documents (unless otherwise agreed by the Parties and as otherwise contemplated in Section 3.14) and shall immediately be placed in a construction fund account (the "Construction Fund Account") administered by the County for the sole and exclusive benefit of the Project. All interest accrued on the Governmental Project Funds (except for bond debt service reserve fund interest) shall be made available for the Project and together with the Governmental Project Funds shall constitute the Maximum Governmental Project Funds.

2.3 The Orioles shall provide the County, as part of the Project Design Plan, with a detailed cost estimate of the total Project costs, including the uses of the Maximum Governmental Project Funds and such other funds, goods or services as might be required from or arranged by the Orioles ("Project Costs").

2.4 Except as provided in, and subject to the terms of, this Agreement or the Project Documents, and further provided that the County fulfills its obligations in this Agreement and the Project Documents, the Orioles shall complete the Project and shall be responsible for the payment of any and all Project Costs in excess of the Maximum Governmental Project Funds (the "Orioles Project Contributions"). With regard to the funding of any Project Costs in excess of the Maximum Governmental Project Funds, the Orioles, at its discretion, shall either deposit the required funds directly in the Construction Fund Account prior to the incurrence of such excess Project Costs, or shall provide to the County any necessary assurances reasonably required by the County (e.g., letter of credit) that the Orioles Project Contributions shall be available in a timely manner, or discharge such payment obligations directly with vendors, concessionaires, contractors or project service providers, in which case the Orioles shall provide the County with written documentation of the payment discharge or in-kind transaction as more particularly set forth in Subsection 2.5. The Orioles also shall comply with any applicable County ordinance or Florida statute related to construction funding requirements for public projects.

2.5 The Orioles shall have the right to enter into any manner of agreements with its vendors, concessionaires or others to provide goods, materials and/or equipment to the Project, which shall be considered, for all intents and purposes, as part of the Orioles' Project Contributions. (For example, the Orioles' concessionaire for the Major League Stadium may be permitted to provide concessionaire equipment to the Sites.) The Orioles will inform the County, in writing, with a description of any Orioles' Project Contributions to the Sites made by any Orioles' vendors, contractors, concessionaires or other third parties and shall summarize relevant terms of such agreements and any other agreements that could impact the County's ownership interests in the Sites. The description shall be jointly submitted on behalf of the Orioles and the respective vendor, contractor, concessionaire or other such third party as may be

appropriate. Any such third party agreement shall be made in accordance and comply with applicable County ordinances and regulations.

2.6 In connection with the Orioles' Project Contributions, the County and the Orioles shall promptly meet after the execution of this Agreement and review the feasibility of issuing taxable or tax-exempt bonds at the request of the Orioles supported by Orioles' funds and/or rent, as the case may be, payment in lieu of taxes or such other funding mechanism as may be mutually agreeable to the Parties; however, the County shall be under no obligation to establish any such funding mechanism for the Orioles Project Contributions. To the extent that any such mutually agreeable funding mechanism requires the City to issue bonds, the County agrees to request that the City take reasonable steps to issue said bonds. To the extent that bonds are issued as part of the Orioles Project Contributions, the bond proceeds, net of all reasonable and customary expenses and costs, shall be deposited in the Construction Fund Account for the benefit of the Project.

### **3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.**

3.1 The County and the Orioles will execute a definitive, long form project development agreement for the Project which shall incorporate the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar agreements and as may be mutually agreed, and will establish the framework for the design and construction of the Project, within one hundred fifty (150) days after the execution of this Agreement (the "Project Development Agreement"), unless the Parties, in their respective sole discretion, deem the provisions of this Section 3 are adequate for such purpose.

3.2 The Project Development Agreement shall include the Project Design Plan and a detailed schedule outlining the time and actions anticipated necessary with respect to the Project, including a project design schedule that will address the coordination necessary to prepare the project scope, selection criteria and timeline for the procurement process (the "Project Schedule").

3.3 Time being of the essence, the County shall take all such action as is necessary to expeditiously conduct all of its Project reviews and exercise its approval rights, which in all instances may not be unreasonably withheld, conditioned or delayed. The County shall support the issuance of all City permits and approvals necessary for the Project and shall use its best efforts to obtain a commitment from the City in the Interlocal Agreement to provide expedited review and priority scheduling for any permit or development approval submitted to the City for the Project.

3.4 After the Project Development Agreement is finalized and approved by the County, the County agrees to promptly proceed with authorizing and issuing any and all procurements necessary for the Project. To the fullest extent permitted by law, regulation or ordinance, the Orioles shall be permitted to participate with the County and approve the selection of the architects, contractors, subcontractors, vendors and other professionals for the Project. The Orioles shall also have, to the fullest extent permitted by law, primary responsibility for and will take the lead in developing and constructing the Project, the right to approve any agreements to be entered into by the County for the Project (and any phase, portion or work order thereof), and

the right to approve the selection of any goods, materials, equipment, fixtures and furnishings for the Project.

3.5 Time being of the essence, the selection criteria for the architect of record shall include, but not be limited to: whether the architect has past performance with the Project Site(s) and/or with the Orioles; experience in the architectural design of Major League Baseball professional baseball facilities, and in particular, design experience specifically related to Major League Baseball spring training projects; and, professional personnel committed to the Project shall have had significant experience in projects of a similar nature or have worked on at least five (5) similar project types. Time being of the essence, the County, or the Orioles through the Project Development Agreement, shall promptly select and enter into contracts with all architects, contractors, subcontractors, vendors and other professionals for the Project. In the event that the Parties mutually agree to have either the County or the Orioles enter into a contract for the architect of record before the Project Documents are finalized, they shall reach a separate agreement for the funding of that contract from the Construction Fund Account.

3.6 The Project Development Agreement shall require, and the County shall obtain, guaranteed maximum price contract(s) (or such other arrangements as may be mutually agreed to and generally permissible under Florida Statutes) as part of the competitive selection process, in order to ensure that such contract(s) obtain the maximum value in relation to cost for each phase and portion of the Project and control the overall cost of the Project. No amendments or adjustments (including, but not limited to, change orders) shall be made to any maximum price contract(s), except as agreed to by the County and the Orioles. The County agrees not to request any amendments or adjustments (including, but not limited to, change orders) and shall have no right to adjust the scope of the Project and/or the Project Schedule unless mutually agreed. To the extent that the Orioles request an amendment or adjustment (including, but not limited to, change orders) which is agreed to by the County resulting in a Project Cost in excess of the Maximum Governmental Project Funds, then the Orioles shall comply with the provisions set forth in Section 2.4 above. The County agrees that the construction and design contracts which it enters into in connection with the Project shall contain provisions acceptable to the Orioles providing for liquidated damages in commercially reasonable amounts if the Project is not completed on time and prior to the completion date set forth in the Project Development Agreement. All such provisions must comply with Florida Statutes and be agreed to by the County and the Orioles. The County agrees that it shall strictly enforce any such liquidated damage provisions and diligently pursue any liquidated damages to which it is entitled. Any liquidated damages received by the County shall be allocated first to any damages caused to the Project by the breach or other wrongful act to compensate the party harmed. Unless otherwise provided in this Agreement or the Project Documents, the Orioles' sole remedy for damages resulting from any delay in the completion of the Project shall be the rights to receive liquidated damages under the construction and design contracts for the Project. The County shall, at the Orioles' request, take all reasonable action necessary to enforce the liquidated damages or other remedy provisions necessary to effectuate this provision. The County and the Orioles shall not be liable to each other for the payment of any construction delay damages, provided that the delay is not caused by the gross negligence, willful misconduct or the breach of a material provision of this Agreement or the Project Development Agreement. The Parties acknowledge that a construction contract cannot be entered into until the Project Documents are finalized (unless otherwise agreed by the Parties).

3.7 The Project Development Agreement shall require each architect, contractor, subcontractor, vendor or Project professional to secure and retain such policy or policies of insurance as are required by the Project and shall ensure that all contractors and vendors furnish payment and performance bonds in a commercially reasonable amount established by the County and shall list the Orioles as an additional insured party.

3.8 The Project Development Agreement shall also provide that, to the fullest extent permitted by law, the Orioles shall have the right and primary responsibility to coordinate the development and construction of the Project and, at the Orioles' discretion, conduct progress meetings at mutually agreed upon frequency of all of the architect, contractor(s), subcontractor(s), vendors and other professionals. The County shall have the right to retain an owner's representative with experience in the construction of sports facilities. The reasonable and customary cost of the County's owner's representative shall be included in the Project Cost, provided that such costs have been presented to the Orioles for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles may retain a representative and/or design consultant with experience in the construction of sports facilities. The reasonable and customary costs of the Orioles representative and/or design consultant shall be included in the Project Cost, provided that such costs have been presented to the County for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles shall provide for such cost estimates associated with the Orioles' and County's representatives in the Project Design Plan. Except as provided in this Section, the County and the Orioles shall not impose any management or administrative fees to the Project (or any procurement, phase, portion or work order thereof) nor seek reimbursement from the Construction Fund Account for any costs or expenses, other than costs or expenses directly related to the Project that are typically outsourced and outside of the County's operating budget (and specifically not including legal fees, County staff time, internal project management and the like) for which the County seeks reimbursement or payment from the Construction Fund Account. Any such request for payment from the Construction Fund Account shall be first provided to the Orioles for approval, such approval may not be unreasonably withheld, conditioned or delayed. The County and the Orioles shall participate in the development and construction of the Project and shall keep each other fully and timely informed of, and actively involved in, all material decisions regarding the development and construction of the Project, at all phases of the development and construction process. Customary County permit fees shall be chargeable to the Construction Fund Account.

3.9 The Project Development Agreement shall provide that each of the Orioles and the County shall designate representative(s) with authority to act in connection with all issues requiring such Party's approval, agreement or concurrence with regard to the design, development and construction of the Project within all applicable laws, ordinances and policies. All approvals, agreements or concurrences required in Sections 1 and 3 shall be the responsibility of and shall be made by such representative(s). Such representative(s) shall be invited to participate in all development and construction meetings held in connection with the Project.

3.10 The Project Development Agreement shall provide that the County shall place the Governmental Project Funds and any applicable Orioles Project Contributions in the Construction Fund Account for the benefit of the Project. The Orioles shall have the right to monitor the draw

schedule and progress payments, progress of construction and the funds remaining in the Construction Fund Account, and the Orioles shall be regularly kept informed by the County as to the Construction Fund Account balances. The County shall hold the funds in the Construction Fund Account for the benefit of the Project and shall promptly release, without delay, reduction or offset, such funds only upon approval for disbursement by the Orioles and the County, such approval not to be unreasonably withheld, conditioned or delayed.

3.11 If the Project is anticipated to exceed any maximum price contract(s), either because of a change order(s) or for any other reason beyond that which is contained in the Project agreements (and specifically excluding items resulting from an error or omission by the County, the Orioles or any architect, contractor, subcontractor, vendor or other professional), such cost increases must be approved by the Parties. Change orders and/or Project cost overruns resulting from an error or omission by any architect, contractor, subcontractor, vendor or other professional engaged on the Project shall be the responsibility of the person or entity committing such error or omission. Subject to the provisions of Section 2.4 hereof, the Orioles may adjust the scope of the Project, including any procurement, phase, portion or work order thereof; provided, however that any material changes to the Project Design Plan which increases the Project Cost must be reviewed and approved by the County, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, the Orioles shall not materially and substantially reduce the estimated number of fixed seating positions in the Major League Stadium, the estimated square footage of the Major League clubhouse or the number of fields as set forth in Section 2 hereof without the express prior written approval of the County.

3.12 The County represents and warrants to the best of its knowledge that no zoning changes are necessary or required in order to construct the Project and there are no known restrictions on the Sites. The County agrees to the fullest extent permitted by law to refrain from taking any action to request that the City diminish or restrict the zoning and the Orioles existing zoning rights on the Major League Baseball Site for the duration of the Lease. Should the Orioles intend to seek a zoning change at any time during the Lease, in connection with the Major League Site, the County shall take such action within its control to place such matters before the City for consideration on an expedited basis.

3.13 To the fullest extent permitted by law, the Orioles and/or its designees shall have full rights and discretion as to the placement and orientation of all improvements and uses, points of ingress and egress and internal circulation on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied and subject to the County's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Orioles and/or its designees, with County input and approval, shall have discretion as to the architectural style and character of all improvements on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied.

3.14 If the Orioles elect to conduct Major League Spring Training at the Major League Site in 2010, the Orioles shall be entitled to use (or seek reimbursement from) the Construction Fund Account for costs and expenses reasonably incurred to re-brand Ed Smith Stadium for use



by the Orioles, subject to the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

#### **4. LEASE TERM; RENT.**

4.1 Lease Term. The Parties shall execute a definitive, long form Lease within one hundred fifty (150) days after the execution of this Agreement, incorporating the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar leases and as may be mutually agreed, unless the Parties, in their respective sole discretion, deem the provisions of this Section 4 and other applicable provisions of this Agreement are adequate for such purpose. The Term of the Lease shall be for thirty (30) years commencing November 1, 2009 and continuing through October 31, 2039 (the "Term"). The Orioles intend to commence Major League and Minor League Spring Training Operations at the Sites beginning with the 2010 spring training season. The Parties acknowledge that adjustments to the commencement of Spring Training Operations may need to be made based upon the Project schedule and maximizing the value of the Governmental Project Funds, which determination will be made by the Orioles, after consultation with the County. The Orioles agree that during the Term they shall play their Major League spring training home games at the Major League Site, except for those spring training games played by the Orioles as it returns to Baltimore to open the Major League championship season (no more than five spring training games) or as otherwise may be scheduled by Major League Baseball (i.e., international goodwill games) or otherwise provided in this Agreement or the Project Documents. As part of the definitive Lease, the Orioles will enter into a binding and enforceable non-relocation agreement with the County that includes appropriate specific performance and injunctive relief provisions. Except as provided in Section 20 of this Agreement, during the Term, the Orioles shall not relocate its Major League and Minor League Spring Training Operations from the County.

4.2 Rent. The Rent for the Term shall be one dollar and 00/100 (\$1.00), payable in advance for the entire Term at the time of execution of the Lease.

4.3 Revenues Generated. Except as provided herein, the Orioles shall have the sole and exclusive right to all commercial activity on the Sites and to retain any and all proceeds, revenues and fees generated by or through the Orioles' use or occupancy of the Sites during the Term, including, but not limited to all revenues derived from all events at the Sites, all revenues from tickets, parking fees, promotions, sponsorships, advertising, signage, concessions, license fees, and all other sources of revenues. The Lease shall contain agreement(s) for the County use of Major League Site and the Minor League Site as referenced in Section 5 hereof. As to the Orioles' use of the Sites, the Orioles shall have the sole responsibility to pay all sales, use and federal income tax due with respect to revenues and fees that they collect or receive. With respect to the parcel(s) North of 12<sup>th</sup> Street, the Orioles shall have the right to seek to develop the parcel(s) and shall have the right to make an application(s) for a zoning category change, if necessary, or seek any other zoning mechanism to permit commercial activity on the parcel(s). Such application(s) shall be subject to all County and City processes, procedures, codes and ordinances and the approval(s) of the appropriate governmental entity(ies). The County shall have the right to approve any development proposal submitted by the Orioles.

## 5. LEASED PREMISES; USE AND OPERATION.

5.1 Major League Site. The County agrees to lease to the Orioles the Major League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. The Orioles' right to utilize the Major League Site shall be on an exclusive basis during the Term for all lawful purposes, except as provided in Sections 5.4 and 5.5 herein but the Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations on the Major League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Orioles' exclusive areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. During the Spring Training Period, from December 15<sup>th</sup> to April 30<sup>th</sup> of each calendar year during the Term (the "Spring Training Period") except as otherwise provided in Section 5.4(a), the Orioles shall have the exclusive use of the Major League Site and may utilize the Major League Site for all lawful purposes.

5.2 Minor League Site. The County agrees to lease to the Orioles the Minor League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. Except as otherwise provided in this Agreement, the Orioles shall have the right to utilize the Minor League Site on an exclusive basis for all lawful purposes, from January 15<sup>th</sup> to April 30<sup>th</sup> of each calendar year ("Minor League STP"), and on a non-exclusive basis (other than the Orioles' exclusive use areas as defined below, which are exclusive to the Orioles on a year-round basis) for all lawful purposes. During the Minor League STP, the Orioles shall have the full, beneficial and exclusive use of fields number 1 and 2 at all times and the non-exclusive use of fields number 3, 4 and 5 as provided in this Subsection. During the Minor League STP, fields number 3, 4 and 5 shall be exclusive to the Orioles at all times necessary, in the Orioles' reasonable discretion, to conduct its spring training operations. During the Minor League STP, the County may make fields number 3, 4 and 5 available for public recreational purposes with the Orioles' prior approval to each such use and the terms, conditions, dates and times of such use. The Orioles' approval as to any use request under this Subsection shall not be unreasonably withheld, conditioned or delayed. Any public recreational use authorized during the Minor League STP pursuant to this Subsection shall not (a) interfere with the Orioles' spring training baseball activities or (b) be permitted under weather or other conditions which would adversely impact the condition of any playing fields. The County shall require that all public recreation uses of the fields carry full and adequate insurances, naming the Orioles (and the County if appropriate) as a named insured and such other requirements as provided for in Sections 5.4 and 5.8. The Orioles agree that the County shall have the right to enter into an agreement with the high school team which has historically utilized field number 5 during the Spring Training Period for high school practices and games on terms, conditions, dates and times reasonably acceptable to the Orioles and consistent with current practices, this Subsection and Section 5.4. The high school team shall be authorized to display its logo and colors during high school practices, games and tournaments held on field number 5 and shall retain rights to the sponsor recognition signs along the inside face of the outfield fence provided that (i) any such sponsorship or signage does not conflict with an Orioles exclusive sponsorship; and (ii) the Orioles retain the right to also display signs. The Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations (the "Team's Exclusive Minor League Areas") and

other areas on the Minor League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Team's Exclusive Minor League Areas, but not including the fields and public parking areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. The subparcel of the Minor League Site set forth in Section 14 shall be, upon completion, deemed part of the Team's Exclusive Minor League Areas.

5.3 Orioles As Promoter of the Sites. During the Term, at all times, the Orioles shall be the "promoter" of the Major League Site and the Minor League Site for all lawful purposes, including all events conducted thereon or therein, except as expressly provided herein. The Orioles shall use commercially reasonable efforts to market the Sites actively during the Term. The Orioles shall be entitled to retain all "promoter" fees, if any, in connection with any for profit events at the Sites, except for Historical Events as defined in section 5.4(a) (unless the Orioles and the Historical Event party expressly agree otherwise).

5.4 Historical Events. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. The Parties acknowledge that the Sites have at times historically hosted certain events other than spring training operations and baseball-related events. The following shall be referred to as "Historical Events":

(a) Major League Site: (i) Booker High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (ii) Cardinal Mooney High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (iii) Sarasota Baseball Classic, provided that it is not scheduled between December 15<sup>th</sup> and April 7<sup>th</sup> in any calendar year; (iv) Florida High School Athletic Association State Baseball Championship Finals at the Major League Site provided that it is not scheduled between December 15<sup>th</sup> and April 7<sup>th</sup> in any calendar year and is held for no more than seven (7) consecutive days; (v) the City Blues Festival for three (3) consecutive days or less, provided it is held exclusively on the practice fields adjacent to the stadium, conducted in accordance with historical practice and further provided that City Blues Festival is held in October or the first week of November; (vi) the AAU 14 and under Division 1 National Championships, provided that it is scheduled in July or August; (vii) Circus Sarasota, provided that it is located on the parking parcel North of 12<sup>th</sup> Street, unless otherwise agreed by the Orioles and Circus Sarasota, and within the months of January and/or February and that it does not interfere with the Orioles' spring training events; and (viii) the Sarasota Spartans youth soccer program for limited use of the parking parcel North of 12<sup>th</sup> Street during the months August through November on a temporary basis, such temporary use not lasting more than four (4) years from the date of this Agreement. The Orioles shall accommodate the aforementioned Historical Events at the Major League Site (excluding the Orioles' exclusive use areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations; and

(b) Minor League Site: During the Minor League STP, as provided in Section 5.2. At times other than during the Minor League STP, the County may utilize the Minor League Site (other than the Team's Exclusive Minor League Areas) for public recreational use under the terms and conditions of Section 5. The Orioles shall endeavor in good faith to work with the County and the community to accommodate the aforementioned Historical Events at the Minor

League Site (excluding the Team's Exclusive Minor League Areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations.

(c) Other Uses: In addition to any other Orioles' uses of the Sites, the Orioles may, in its sole discretion, permit the use of the Sites for other historical events, including AAU baseball practices and games, or other historical events.

As to each Historical Event authorized in this Section, the Historical Event shall be conditioned upon the Historical Event party (which may be the County or a third party) obtaining the Orioles' prior approval as to the date and time of the requested Historical Event and entering into a contract with the Orioles for use of the Site requested, which contract shall include a requirement to carry full and adequate insurances, naming the Orioles (and the County as appropriate) as named insureds, provisions for the payment of all actual and incremental costs and expenses associated with the use and such other terms and conditions as may be reasonable or necessary. The Historical Event shall not be on dates and times that (a) interfere with the Orioles' baseball activities or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. To the extent that tickets are sold for Historical Events that are for-profit, if any, the ticket surcharge shall be applicable to all such tickets, unless otherwise determined by the Orioles, in its sole discretion. Any Historical Event must be requested in writing to the Orioles annually prior to November 30<sup>th</sup> for the following twelve (12) month period. Should the Historical Event desire to propose the scheduling of a Historical Event under this Agreement other than as provided in the preceding sentence, the Historical Event shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request.

5.5 County Use of Major League Site. Other than as provided in Section 5.4(a) (with regard to Historical Events), the County may use or authorize for use the Major League Site for civic-oriented non-profit events for up to eight (8) days per year outside of the Orioles' Spring Training Period, as defined in Section 5.1 hereof, and only with the Orioles' prior written approval, not to be unreasonably withheld, conditioned or delayed, at no charge to the County other than for reimbursing the Orioles as provided in Section 5.8 below. The County may sublease its rights contained in this Section 5.5 to the City of Sarasota for City sponsored civic-oriented non-profit events, subject to the Orioles' approval of the third party contract or other agreement governing the event, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the Sites shall not be used on dates and times that (a) interfere with the Orioles' baseball activities and/or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. For scheduling purposes and to avoid any interference with the Orioles' beneficial use of the Sites, the County shall annually, prior to November 30<sup>th</sup> of each year, provide the Orioles with a proposed schedule of any civic-oriented non-profit uses for following twelve (12) month period for which the County requests the Orioles' approval. Should the County desire to propose the scheduling of a permissible event under this Agreement other than as provided in the preceding sentence, the County shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request. The dates

and times during which the County may use the Major League Site shall be selected by mutual agreement of the Parties and the Orioles agree to take into consideration the historical practice of certain event dates which have been utilized for City and County sponsored events.

5.6 [Intentionally Omitted]

5.7 County Use of Minor League Site. The County may use or authorize for use the Minor League Site, excluding the Team's Exclusive Minor League Areas, in accordance with Section 5.4, for civic-oriented non-profit use subject to the prior approval of the Orioles, not to be unreasonably withheld, conditioned or delayed. The Orioles shall have scheduling priority for the use of the Minor League Site.

5.8 General Conditions of Use of the Sites. The County shall be responsible for the payment of all actual and incremental, out-of-pocket operating and maintenance expenses for all County-authorized civic and recreational uses of the Sites. The costs, reimbursements and expenses for Historical Events requested by third parties under Section 5.4 shall be the responsibility of the requesting party, in accordance with the terms and conditions provided in that section, unless otherwise agreed to by the Orioles. The County shall be responsible to restore the fields and related facilities to the condition at the time prior to such County-authorized civic or recreational use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to operate, maintain, repair or restore the Sites as a direct result of the County-authorized civic or recreational use of the Sites, the County shall reimburse the Orioles for such costs and expenses in a timely manner upon invoice. The County shall remain solely responsible for any damage or destruction that may occur as a direct result of such use by the County or its invitees or authorized parties. In accordance with the provisions of Section 5, the Orioles and the County shall enter in an event agreement(s) for any County-authorized use under Section 5.4 (as appropriate), Section 5.5 or Section 5.7 prior to such events setting forth the terms and conditions for such County use and further delineating the County's reimbursement obligations.

5.9 County's Right of Entry. The County reserves the right to enter any portion of the Sites upon reasonable prior notice to the Orioles, notwithstanding the exclusive right of the Orioles to use such portion, if in the reasonable judgment of the County, entry is necessary to inspect, repair or maintain the Site, or is necessary to protect the public health, safety or welfare.

5.10 Quiet Enjoyment. During the Term and subject to the terms of the Lease, the Orioles shall be entitled to peacefully have and enjoy the use of the Sites, without unreasonable interruption or interference, subject to the County's rights of use and access, as provided in this Agreement.

**6. TICKET SALES; PARKING.**

6.1 The Orioles shall set the ticket prices for all spring training games and other events at the Major League Site and the Minor League Site for which tickets are sold, other than as Historical Events and County (City or authorized public) civic-oriented non-profit events provided for in Section 5. The Orioles shall manage all ticketing operations, including ticket sales for all events at the Sites other than at Historical Events and County civic-oriented, non-

profit events, and the Orioles shall be entitled to receive all Gross Revenues from Ticket Sales collected by the Orioles on an annual basis during the Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Orioles, except as provided for in Section 5 for County ticket sales from applicable County (or City or authorized public entity) sponsored events which shall be managed, sold, and belong to the County (or City or authorized public entity), and except for ticket sales from Historical Events. For purposes of this Agreement, "Gross Revenues From Ticket Sales" shall mean the total gross revenues from ticket sales less any taxes or charges imposed by Major League Baseball or any governmental, regulatory or taxing authority generally, included in the gross price of the ticket to the purchaser and required to be remitted by the Orioles as the portion of such receipts payable to the visiting team or to any such governmental, regulatory or taxing authority. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold in connection with for-profit events at the Sites, whether Orioles, County or City sponsored events. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold for profit historical events at the Sites, unless otherwise determined by the Orioles, in its sole discretion. The Parties agree that Gross Revenues from Ticket Sales shall also exclude and be reduced by the surcharge as described in Section 12. All ticket surcharges collected by the Orioles, County or City or any party authorized to utilize the Sites for which tickets are sold shall be deposited in a timely fashion in the Capital Repair and Improvements Fund established and described in Section 12.

6.2 The Orioles or its designee shall control the parking at the Sites, and without limiting anything contained in Section 4.3 above, the Orioles shall collect and retain all parking fees and related revenues derived therefrom, except for parking revenues from County (or City) sponsored civic-oriented non-profit events as provided for in Section 5.4, 5.5 and 5.7, for which the net revenues (after payment of applicable expenses as provided in Section 5.8, including any taxes or charges or payment to any parking operator(s) and reimbursement of incremental, out-of-pocket expenses in connection with the collection of parking revenues) shall belong to the County.

## 7. CONCESSIONS.

7.1 The Orioles shall control and receive all revenues from the sale of all foods, beverages, merchandise, novelties and logo items and the like, including, but not limited to, scorecards, yearbooks and novelty items carrying the logo or marks of the Orioles or of any other Major League team (collectively, commonly called "concessions") on the Major League Site and the Minor League Site. The Orioles shall be free to operate the concessions in-house or contract with a third party(ies) to operate such concessions on terms and conditions approved by the Orioles

7.2 No outside concessionaire or vendor shall be permitted on the Sites, including for a Historical Event, without the Orioles' prior written approval. For all authorized County (or City) uses of the Sites under Section 5.5, and for any Historical Events under Section 5.4, the County (or City) or Historical Event party shall use the Orioles' concessionaire for all food services unless the Orioles and/or the Orioles' concessionaire determine, in their sole discretion, not to provide concession services for the event. If the Orioles or its concessionaire determine not to provide such concession services, the County (or City) or Historical Event party may request that the Orioles' approve the use of a third party food service concessionaire on the Site to

service the event. The Orioles' written approval shall not be unreasonably withheld, conditioned or delayed. For all authorized County (or City) uses of the Sites under Section 5.5, the Orioles will endeavor to require in its food service concession agreements or extensions with its concessionaire that the concessionaire, if it agrees to provide food service for a County (or City) event pursuant to Section 5.5, that the concessionaire will consider entering into a revenue-sharing agreement with the County (or City) to share a portion of its profits, if any, with the County (or City) or provide a fair and reasonable discount for its food services. Any such profit sharing or discount shall be determined on a case-by-case basis and within the sole discretion of the Orioles and the Orioles' concessionaire. As to all such events pursuant to Section 5.5, the concessionaire may not charge the County (or City) more than its usual and customary food and service charges (but may charge less) associated with an Orioles event. In the event that the County (or City) or a Historical Event party under the terms and conditions of this Section, are permitted to use a third party concessionaire with the Orioles' approval and desire to use the Orioles' concessionaire's equipment or facilities, the County (or City) or Historical Event party shall enter into an agreement for such use with the Orioles and the Orioles' concessionaire on such terms and conditions as may be acceptable to the parties. The County shall notify the Orioles of any proposed County civic-oriented, non-profit events under Section 5.5 for which it desires that the Orioles' concessionaire provide concessions operations no less than fifteen (15) business days prior to the date of such event.

7.3 The County shall use its best efforts to ensure that all concession equipment, along with all furniture, fixtures and equipment, at the Major League Site and the Minor League Site that is County or City owned or is anticipated to be left by the current tenant is inventoried and conveyed to the benefit of the Project to the extent it is deemed by the Orioles to be beneficial to the Project, subject to the County's approval, not to be unreasonably withheld, conditioned or delayed.

## **8. SCOREBOARD AND NAMING RIGHTS.**

8.1 The Orioles shall have all rights to sell or otherwise assign naming and/or presenting sponsorship rights to all or any portion of the Major League Site and the Minor League Site, including the Major League Stadium. The Parties acknowledge the Minor League Site is currently referred to as the Buck O'Neil Baseball Complex and the Orioles will endeavor to refer to the baseball complex as such in materials and publications. The Orioles shall obtain the County's consent only as to whether the County objects to the association of the County with the naming and/or presenting sponsor and contends that such association is materially adverse to the County and will damage its reputation or the public's interests. The Orioles agree that the name of a tobacco company or product will not be used. The County may not unreasonably withhold, condition or delay its consent to a naming rights or presenting sponsor.

8.2 The Orioles shall control the scoreboard message center (the "Scoreboard"), the sound, public address and related systems at the Sites (collectively, the "AV Information Systems") for any and all events at the Sites during the Term. The Orioles will work cooperatively with the County to include a limited number of public service announcements and announcements of County programs and civic-oriented events at Orioles' events. The Orioles' personnel or designee shall operate all AV Information Systems at all times during the Term unless the Orioles agree otherwise; however, during Historical Events or County (or City) or



authorized public) civic-oriented non-profit events, and subject to the Orioles' right and obligation to operate the AV Information Systems, the County shall have the right to determine the audio content and sell temporary event day only electronic message advertising on the Scoreboard content display. If Orioles personnel are utilized to operate the AV Information Systems, the Orioles shall be reimbursed for such actual incremental, out-of-pocket costs and expenses and other applicable expenses as provided in Section 5.8. Without limiting the foregoing, in no event may the County sell any temporary event day electronic message advertising on the Scoreboard content display to an entity if the sale or content of such electronic advertising would cause the Orioles to breach any exclusivity granted to a naming rights, presenting sponsor or any exclusive Orioles' sponsor.

## **9. BROADCASTING.**

9.1 The County will cooperate with the Orioles in identifying locations and available connectivity of commercial fiber, cabling, electrical, communications data transmission systems and the nearest head-ends (the "Broadcast Interface Equipment") in order for the Orioles to broadcast games played by the Orioles during the Term. The Orioles shall be responsible for all connectivity charges or fees payable to the vendor or utility. The County shall not charge the Orioles any fees or connectivity charges and the Orioles shall be permitted to use available easements on the Sites for connectivity purposes.

9.2 The Orioles shall have the exclusive broadcasting rights for all events at the Sites, other than as provided in this Subsection during the Term and all revenues derived therefrom shall be the property of the Orioles, including but not limited to all park and power fees and other charges levied upon visiting teams or for or in connection with other productions year-round. The Orioles shall have all rights to determine the content of any Orioles' broadcast and the Orioles shall have all rights to sell any advertising on any Orioles' broadcast during the Term. Subject to the rights of third parties, the Orioles shall have a fully-paid, transferable, license to broadcast and re-broadcast worldwide in perpetuity, images, photographs, audio and audio/visual recordings of all events of and from the Sites. The County shall have the non-exclusive right to broadcast the Historical Events and the approved County (or City or authorized public) civic-oriented non-profit events at the Sites utilizing its broadcasting equipment and personnel or, upon mutually acceptable terms, the Orioles' broadcasting equipment and personnel. Subject to the rights of third parties, the Orioles may broadcast any of the Historical Events or County (or City or authorized public) civic-oriented non-profit events from the Sites at its discretion.

## **10. PROMOTION AND TOURISM.**

10.1 The Orioles acknowledge that the County is undertaking a substantial financial responsibility to fund portions of the Project. The Orioles and County agree to develop an ongoing promotional relationship for the purpose of promoting Sarasota County and the Greater Sarasota County region as a desirable and attractive year-round vacation and meeting destination venue and for the promotion of the Orioles' spring training games and ticket sales related thereto. The Orioles shall make available on an annual basis after consultation with the Sarasota Convention and Visitor's Board and the Sarasota Tourism Development Council, certain promotional and tourism opportunities set forth in Exhibit 4. The Parties shall meet on an annual basis to review and amend Exhibit 4 as may be mutually agreeable from time to time.



10.2 The parties acknowledge that the Minor League Site is located at County-owned Twin Lakes Park which contains identifying signage and will continue to do so. To the extent permitted by Major League Baseball rules and regulations, the Orioles will provide the County with certain limited use rights as to the Orioles' marks and logos, subject to the Orioles' prior written approval in each instance, which will allow the County to promote its partnership with the Orioles at the Sites and on County literature and advertisements.

10.3 The Orioles shall provide the County with ten (10) prime location tickets (in groups of two (2) and four (4)), as determined by the Orioles, for all games and events at the Major League Site free of charge throughout the Term. In addition, the Orioles shall provide the County with event tickets for all seats in a luxury suite for up to four (4) Orioles spring training games per year; provided, however, that the suites have not been sold to a corporate or other purchaser and are available for the Orioles use and assignment. The County shall also be provided at no cost with adequate, preferred parking for all events for which tickets have been provided. The luxury suite, tickets and parking provided hereunder shall be used for tourism promotion and economic development purposes. The surcharge provided in Section 12 shall not be applicable to any complimentary event tickets or any tickets for which no payment is made by the County or other third party.

## **11. OPERATIONS AND MAINTENANCE.**

11.1 Except as to Historical Events and County (or City or authorized public) civic-oriented non-profit events and as provided in Section 5.8, the Orioles, as lessee of the Sites, shall be responsible solely for payment of all operating expenses and routine maintenance and repairs of the Sites during the Term. The Orioles shall operate the Sites in a safe, clean, attractive, and first class manner comparable to that of other Major League Baseball spring training and minor league facilities and shall provide on-Site fire, EMS, police and traffic control for games and other events at the Major League Site under the Orioles' control as may be necessary. The County shall be responsible to provide such on-Site fire, EMS, police and traffic control for all County civic-oriented, non-profit events as may be necessary. Throughout the Term and except as otherwise expressly provided herein, the Orioles shall be responsible for and provide all cleaning and operational maintenance services for the Sites, including the playing and practice fields located thereon, in conformity with the practices of Major League Baseball spring training facilities and Major League Baseball standards, rules and regulations. For purposes of this Agreement, operating expenses and routine maintenance and repair services shall mean those ordinary cleaning, maintenance and ordinary repair services necessary to keep the Sites in first class, good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life and that are not treated as capital expenses for federal income tax purposes. The County shall have no responsibility for any operating or routine maintenance or repair expenses for the Sites except as related to County civic-oriented, non-profit events or County approved recreational events pursuant to Section 5 or in connection with Section 18. The requesting party for Historical Events shall be responsible for any operating or routine maintenance or repair expenses for such Historical Events which shall be included in the contract described in Section 5.4 above, unless otherwise agreed by the Orioles. In the event that the County utilizes the Sites or authorizes their use, in whole or in part, the County shall be responsible to maintain and repair the fields and related facilities to the condition

prior to the time of County use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to maintain or repair the Sites as a direct result of the County's use of the Sites, the County shall reimburse the Orioles for all actual incremental, out-of-pocket costs and expenses associated therewith and other applicable expenses as provided in Section 5.8, in a timely manner upon invoice.

**12. CAPITAL REPAIR AND IMPROVEMENTS FUND.**

12.1 The County shall establish, administer and maintain a Capital Repair and Improvements Fund in an interest bearing account dedicated for the exclusive benefit of the Sites for the purposes expressed in this Section.

12.2 The Parties acknowledge that during the Term there will be capital repair and improvement items necessary to maintain or preserve the condition, structural integrity, safety or functionality of the Sites or to address physical obsolescence. Physical obsolescence means that the structure, foundation, surface, components, systems, fixtures or condition: (i) no longer adequately functions for the purposes for which it was intended, (ii) is dysfunctional in whole or in part, or (iii) poses a hazard to the public's accommodation. The Capital Repair and Improvements Fund shall not be used for the Orioles' general operations and routine maintenance and ordinary repair obligations or for any County (or City) obligations to reimburse the Orioles or pay for costs and expenses associated with the County's (or City's) use of the Sites or the use of the Sites by the public. This Fund is intended only for capital repairs and improvements as expressed in this Section, and which would customarily be treated as a capital item for federal income tax purposes. Capital repairs and improvements shall include all expenditures for a fixed asset, or which extends the useful life longer than one (1) year or adds value to or increases the usefulness or productivity of an existing asset.

12.3 The Capital Repair and Improvements Fund shall be funded by annual contributions from each of the Parties in accordance with the following schedule:

<u>For the Years</u>	<u>Annual Contribution</u>
2011 through 2015	\$125,000
2016 through 2020	150,000
2021 through 2025	175,000
2026 through 2030	200,000
2031 through 2035	225,000
2036 through 2039	250,000

12.3.1 A surcharge upon all Orioles game tickets sold and all other for-profit ticketed events conducted at the Sites shall be considered a contribution to the Capital Repair and Improvements Fund as if made by the Orioles directly:

12.3.1.A For all tickets with a face value of \$5.00 or less, the ticket surcharge shall be fifty (50) cents per ticket sold.

12.3.1.B For all tickets with a face value in excess of \$5.00 but less than \$10.00, the ticket surcharge shall be \$1.25 per ticket sold.

12.3.1.C For all tickets with a face value of \$10.00 or more but less than \$20.00, the surcharge shall be \$1.75 per ticket sold.

12.3.1.D For all tickets with a face value of \$20.00 or more but less than \$30.00, the surcharge shall be \$2.00 per ticket sold.

12.3.1.E For all tickets with a face value of \$30.00 or more, the surcharge shall be \$2.50 per ticket sold.

12.3.2 In any year, the Orioles shall have the sole right to charge or modify the ticket surcharge in its sole judgment.

12.3.3 Notwithstanding the foregoing, if the amount of the annual surcharge collected is: (A) less than the Orioles' Annual Contribution, the Orioles shall contribute the difference to the Capital Repair and Improvements Fund; (B) more than the Orioles' Annual Contribution, the amount of such excess shall not be credited toward its Annual Contribution for any other year.

12.4 Contributions to the Capital Repair and Improvements Fund shall be made by the County and the Orioles no later than January 15 of each year for the preceding year. No expenditures may be made from the Capital Repair and Improvements Fund without the prior approval of both the County and the Orioles.

12.5 All interest accruing on the Capital Repair and Improvements Fund shall be added to the Fund and available for Fund purposes.

12.6 The Orioles and the County shall jointly review the Fund balance on an annual basis. Beginning in the fifth (5<sup>th</sup>) year after substantial completion of the Project and every five (5) years thereafter, the Parties shall conduct an independent structural and engineering analysis of the Sites. The cost of such analysis shall be paid from the Capital Repair and Improvements Fund. To the extent that the structural and engineering analysis provided for in this Section 12.6 identifies a material structural or engineering condition that should be addressed by this Section, the Capital Repair and Improvements Fund will be made available to the extent that the Orioles and the County agree to authorize those repairs or improvements.

12.7 The County and the Orioles shall annually cooperatively develop a rolling five (5) year capital repairs and improvement plan for the Sites. The Orioles shall submit to the County, on or before June 1 of each year, a proposed budget of anticipated capital repairs and capital improvements for the succeeding year. The proposed budget shall include a detailed statement of the reason for and cost of proposed capital expenditures. The County shall review the proposed budget and notify the Orioles on or before August 1 of the same year whether it has approved all or any portion thereof, which approval will not be unreasonably withheld, conditioned or delayed. In the event of an emergency requiring a capital expenditure or other capital expenditure deemed necessary by the Orioles but not included in the budget, the Orioles shall promptly notify the

County after discovery of the emergency or need for the capital expenditure, and the Orioles and the County shall work cooperatively together in good faith to address the need for the capital expenditure.

12.8 The County shall be responsible for identification of funding sources and the timely payment of all approved capital expenditures that cannot be paid out of the then-remaining balance in the Capital Repair and Improvements Fund. The Orioles acknowledge that any such payment by the County is subject to appropriation and approval by the County Commissioners.

12.9 The Orioles, with the cooperation of the County, shall supervise the making of all capital repairs and improvements to the Sites.

12.10 Notwithstanding anything provided in this Section 12, the insurances required in Section 16 of this Agreement shall be maintained in full force and effect.

### **13. FUTURE IMPROVEMENTS.**

13.1 Subject to the applicable provisions of Section 4.3 hereof, the Orioles may develop and construct additional improvements on the Sites during the Term which are permitted by the zoning on the Sites, and any such improvements shall immediately be subject to the Lease. The Orioles shall prepare and provide to the County a plan showing such additional improvements, an estimate of the cost of the improvements and the Orioles commitment to pay for and a funding plan for such improvements prior to construction. The County shall have the right to review and approve all such improvements, such approval not to be unreasonably withheld, conditioned or delayed. The development and construction of any such additional improvements on the Sites during the Term shall be completed by the Orioles in accordance with applicable law.

### **14. YOUTH BASEBALL ACADEMY AND FACILITIES.**

14.1 The Parties acknowledge that it is mutually beneficial to facilitate the establishment of a youth baseball academy and youth tournaments, serving both the Greater Sarasota County region and players and teams from other areas. The Orioles and Ripken Baseball have expressed a desire and are willing to locate a Cal Ripken Youth Baseball Academy and youth tournaments at the Minor League Site. The County has agreed to permit the Orioles to sublease or co-locate a portion of the Minor League Site (as identified on the preliminary Site sketch attached hereto as Exhibit 2) as a possible and acceptable location for the youth baseball academy, facilities and fields and the County has agreed to provide said area to the Orioles for such purposes as a cleared and leveled portion of the parcel. The County consents to the development and use of the aforementioned areas for all such fields and facilities as may be necessary and appropriate for the full and beneficial use of those areas for a youth baseball academy and youth tournaments. The Orioles and/or Ripken Baseball with review and approval of the County, which shall not be unreasonably withheld, conditioned or delayed, shall have full rights to the design and architectural style of the fields and facilities. The timing of the development and construction of the youth fields and facilities is dependent upon raising the necessary funds to proceed with the project. Notwithstanding the preceding sentence, the Orioles and Ripken Baseball will commit to provide a commercially reasonable level of youth baseball activities in the Greater Sarasota County region pending the establishment and construction of the

youth baseball fields and facilities and the availability of requisite fields and facilities. The development and construction of youth baseball facilities pursuant to this Section shall be subject to the provisions of Section 13 hereof.

**15. NO IMPACT FEES.**

15.1 To the extent legally permissible, the Orioles shall not be responsible for the payment of any road impact fees, justice impact fees and general government impact fees in connection with the development or use of the Project.

**16. INSURANCE.**

16.1 Orioles Insurance Requirements. The Orioles shall procure and maintain, during the term of this Agreement and the Project Documents, insurance as listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent". No changes are to be made to these specifications without prior written specific approval by the County's Risk Management Department.

**Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000 each occurrence and carry such umbrella liability coverage as the Orioles deem appropriate.

**Business Automobile Liability:** Orioles shall agree to maintain Business Automobile Liability insurance as required by law.

**Worker's Compensation Insurance:** Orioles shall agree to maintain Workers' Compensation insurance as required by law.

**Property Insurance:** The Orioles shall be responsible to provide property insurance to ensure against damage or destruction to the Orioles' furnishings and equipment and personal property located at the Sites.

The County shall retain the right to review certificates, declarations and policies of insurance, at any time, in order to confirm coverage, form, and amount of insurance in accordance with this Agreement. The County shall be named as an additional insured on all Orioles' policies of insurance under this Agreement and the Project Documents.

Notices of Accidents (occurrences) and Notices of Claims associated with this Agreement shall be provided to the Orioles insurance company and County Risk Management as soon as practicable after notice to the insured.

16.2 County Insurance Requirements. The County shall procure and maintain, during the term of this Agreement and the Project Documents insurance as listed below.

**Commercial General Liability:** The County is self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28.

**Property Insurance:** The County shall maintain in force, at its expense the types and amounts of property insurance, including boiler and machinery insurance, as necessary to cover the full replacement value of the Sites. The County shall provide a copy of the Certificate of Insurance listing the Orioles as the additional insured. The property insurance shall insure against damage or destruction to any components of the Sites, providing "all risk" peril coverage, including coverage against hurricane, flood, sewer backup and earthquake. In the event of a loss or damage as described above, the County shall be responsible to retain a project manager to obtain an inspection and estimation of damages and repair and/or replacement costs to bring the Sites to their pre-loss condition in a timely and efficient manner. The County shall promptly report in a timely manner all claims and shall pay all deductibles in connection with such claim. Insurance proceeds recovered from submitted property damage claims for the Sites pursuant to this Section shall be placed in a joint escrow account and used to repair or rebuild the Sites and the County shall be obligated to promptly restore the Sites to its original or better condition. In the event that the insurance proceeds are insufficient to repair and restore the Sites to their previous pre-loss or substantially similar condition, the Orioles shall have no obligation to utilize its own funds to repair or restore the Sites. In the event the County determines that the Major League Site and/or the Minor League Site should not be repaired, the Orioles are entitled to immediate termination of this Agreement, and the Project Documents or any portion thereof (e.g. termination of the Major League Site but not the Minor League Site) without penalty. In the event the Orioles elect to terminate this Agreement and the Project Documents, there shall be an abatement of all monies due hereunder from the date of unavailability. The County, as applicable, shall be required to immediately notify its insurance carrier(s) in the event of any loss and shall promptly submit all claims, and all insurance proceeds of such policies paid for property damage to the Sites shall be for the benefit of the Sites and the Orioles and promptly applied to the repair, replacement and refurbishment and restoration of the Sites, and in accordance with the procedures established by the County and the Orioles and/or its designees for the initial construction of the Project, unless otherwise agreed upon by the County and the Orioles.

## 17. ENVIRONMENTAL.

17.1 The Major League Site has been used for Major League Spring Training for more than twenty (20) years. Portions of the Major League Site were used as a landfill and asphalt plant in the past. The Major League Site is the subject of a consent order between the City and the Florida Department of Environmental Protection. The Interlocal Agreement with the City obligates the City, as set forth in the consent order, to continue to perform its environmental monitoring, reporting and other requirements under applicable environmental laws, following transfer of title to the Sports Complex to the County. It is contemplated that the City will need to enter into an amendment to the consent order providing for the closeout of the consent order. If it is determined that the Major League Site cannot be used as depicted on the preliminary project plans or that the Site presents a potential hazard to the public's health and safety or if the State of Florida or any other governmental agency requires remediation efforts, then the Orioles and the

County shall discuss funding the remediation costs, and if no agreement is reached prior to commencement of construction on the Major League Site, the Orioles shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice to the County.

#### **18. DISASTER PREPAREDNESS/SHELTER.**

18.1 The Sites may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for natural disaster preparations, response, and potential shelter. In the event the County uses the Sites pursuant to this Section, the County agrees to completely remove all disaster/hurricane-related debris and materials from the Sites and take such other remedial action as may be necessary within a reasonable period of time prior to the Spring Training Period so as to allow the Orioles full beneficial use of and to the Sites. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Sites for disaster purposes, and the County shall promptly clean up, repair and restore the Sites, all at no cost or liability to the Orioles. Notwithstanding anything in this Agreement to the contrary, the County shall be responsible for any liability arising out of or in connection with the County's (and its invitees) or the public's use of the Sites pursuant to this Section and the County agrees to indemnify, defend and hold the Orioles and its officers, directors, partners, employees, agents and representatives harmless in connection with such use of the Sites by the County (and its invitees) or the public.

#### **19. TAXES; AVAILABILITY OF ADDITIONAL STATE FUNDS.**

19.1 The County represents that (1) it shall acquire from the City and shall continue to have throughout the Term, all ownership interests in the Major League Site, (2) as of the date hereof, it has and shall continue to have throughout the Term, all ownership interests in the Minor League Site, (3) as such, has the full authority to grant the Orioles the rights provided hereunder, and (4) this Agreement has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in Sarasota County and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest to be held by the Orioles pursuant to the Lease shall be immune from Property Taxes, including ad valorem taxation for long as such constitutional immunity remains in effect.

19.2 For purposes of this Agreement, "Property Taxes" shall mean all ad valorem taxes, real estate taxes and assessments or payments in lieu of real estate taxes which are levied against the Lease and/or the Sites (and any improvements thereon), including all general and special taxes levied by the County, the City or any political subdivision or taxing authority of the County or the City or the State of Florida, including but not limited to school districts, or transit authorities, so long as such tax is based upon or measured by the valuation of the land, the improvements (including the Project), or any of their respective leasing arrangements.

19.3 If the Orioles and/or its designees may be eligible for any tax benefits, exemptions, abatements, credits, grants or other refunds the County shall cooperate with the Orioles in pursuing such.

19.4 The County and the Orioles shall each use their best efforts to obtain additional funds from the State of Florida, authorized for the use of spring training facilities construction or renovation, for economic development, tourism, disaster relief or staging, hurricane hardening purposes and/or any other purpose that can be made available for the Sites in connection with the Orioles' use and occupancy thereof and to dedicate such additional funds to the Capital Repair and Improvements Fund.

## 20. FORCE MAJEURE.

20.1 Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or the Project Documents or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any "Force Majeure". For purposes of this Agreement, a "Force Majeure" shall mean and include without limitation, any fire, flood, explosion, damage by third parties whether negligently or intentionally caused, acts of God or Nature or other casualties, strikes (including, without limitation, any strike by the Major League Baseball Players Association), lockouts (including, without limitation, any lockout by the League), work stoppages, picketing or other concerted action by any employees or any labor organization, national emergency or state of war, the laws or actions of any governmental authority, or any other event or cause that is beyond the control of the Parties. Notwithstanding anything contained in this provision, a strike by the MLBPA or lockout by the League will not be a Force Majeure event with respect to the Project Development Agreement.

Without limiting any remedies available at law or in equity, in the event the purposes of this Agreement and/or the Project Documents are frustrated as a result of the actions, rulings, determinations, findings, orders, judgments or directives of any state or federal or other governmental agency or as a result of the actions of third parties in connection with, relating to, or arising from, the existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of: (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, and/or (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street (the "Major League Site") which may cause (i) substantial and material delay to the Project, (ii) substantial and material additional costs to the Project, (iii) substantially and materially restrict or prohibit the Project or its substantial completion or (iv) in any other way substantially and materially frustrates the purposes of this Agreement and/or the Project Documents, then the Orioles and the County shall discuss such situation, and if no mutually acceptable agreement is reached between the Parties to resolve the situation, then either Party shall have the right to terminate this Agreement and the Project Documents upon thirty (30) days written notice to the other Party; provided that, any Party may submit this matter to binding arbitration, which arbitration must be requested, conducted and fully concluded within sixty (60) days of the written notice of termination, solely as to the issue of whether that Party's termination was reasonable under the facts and circumstances, including the purposes of this Agreement and the Project Documents and based upon the delay, additional costs, restriction or prohibition as expressed in this Section.



20.2 If as a result of any Force Majeure the Sites are unavailable for Spring Training in any of the years during the Term, this Agreement and the Project Documents shall be regarded as suspended for the period of unavailability without liability to either Party so long as the period of unavailability is no more than two (2) consecutive Spring Training Periods during the Term. If the Sites shall be unavailable for two (2) consecutive Spring Training Periods during the Term, the Orioles shall have the right to terminate this Agreement and the Project Documents without any further liability to the County. To the extent that the Sites are unavailable for a Spring Training Period, the County shall use its best efforts to assist the Orioles in securing, at no cost to the Orioles, suitable facilities in the County to conduct its Spring Training Operations. If no suitable facilities are available, in the Orioles' sole discretion, the Orioles may locate its Spring Training Operations at facilities outside the County and the Orioles shall be relieved of all obligations under this Agreement and the Project Documents for such period.

## **21. DEFAULT, REMEDIES AND TERMINATION.**

21.1 If either Party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement or any of the Project Documents, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

21.1.1 Where a grace period is specifically provided, that specific grace period shall apply.

21.1.2 Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five (5) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure.

21.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 21.2 below.

21.2. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation to cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent ("the Default Rate").

21.3 County Termination. The County may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the Orioles of any of the following events (collectively hereinafter referred to as the "Orioles Defaults"):

21.3.1 If the Orioles desert or vacate one or both of the Sites;

21.3.2 If, by order of a competent authority, a receiver, liquidator or trustee of the Orioles shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days after the making of such order, or if by decree of such authority the Orioles shall be adjudicated or determined to be bankrupt or insolvent, or if the Orioles shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.3.3 If the Orioles fail to make any payments to the County pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided however, the Orioles shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.3.4 If the Orioles breach any material provision, agreement or obligation under this Agreement or any of the Project Documents, that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the County, and the Orioles diligently pursue such cure, the Orioles shall be allowed such agreed upon time period to cure such Default.

21.4 Orioles Termination. In addition to the termination rights contained elsewhere in this Agreement, the Orioles may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the County of any of the following events (collectively hereinafter referred to as the "County Defaults"):

21.4.1 If, by order of a competent authority, a receiver, liquidator or trustee of the County shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the County shall be adjudicated or determined to be bankrupt or insolvent, or if the County shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.4.2 If the County fails to make any required payments or deposits to the Governmental Project Fund, Construction Fund Account or the Capital Repair and Improvements Fund or fails to make any payments to the Orioles pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided, however, the County shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.4.3 If the County breaches any material provision, agreement or obligation under this Agreement or any of the Project Documents that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the Orioles, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such Default.

21.5 Cumulative Rights. The remedies heretofore described in this Section 21 shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of a Default, including without limitation:

21.5.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

21.5.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

21.5.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

21.6 Injunctive Relief. Without limiting any other remedies of the County on account of a Default by the Orioles available in accordance with Section 23 of this Agreement, the County will be irreparably harmed if the Orioles violate the Lease by the transfer, move or other relocation of the Orioles' spring training activities to locations other than the Sites during the Term otherwise than as provided or permitted by this Agreement or the Project Documents. Accordingly, the Orioles hereby agree that in the event of such a violation or threatened violation of the Lease, the County shall be entitled to seek and obtain a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any such violation or threatened violation. The Orioles waive any requirement that the County post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of the Orioles' spring training activities to, or the playing of Home Games at, any location other than the Sites, the County is not able to obtain the injunctive relief provided for in this Section 21.6, the County shall be entitled, at its option, to seek monetary damages.

## 22. NOTICES.

22.1 All notices and other communications required or permitted to be given under this Agreement and the Project Documents shall be in writing, and shall be hand-delivered, sent overnight delivery by a reputable overnight delivery carrier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the address set forth below:

If to the County: Sarasota County  
1660 Ringling Boulevard, 2<sup>nd</sup> Floor  
Sarasota, Florida 34236  
Attention: County Administrator  
Phone: 941-861-5000  
Facsimile: 941-  
countyadministrator@scgov.net

With a courtesy  
copy to:

Stephen E. DeMarsh, County Attorney  
Office of the County Attorney  
1660 Ringling Boulevard, 2nd Floor  
Sarasota, FL 34236  
Phone: 941-861-7255  
Facsimile: 941-861-7226  
sdemarsh@scgov.net

If to the Orioles:

Baltimore Orioles Limited Partnership  
333 West Camden Street  
Baltimore, MD 21201  
Attention: Peter G. Angelos  
Phone: (410) 649-2000  
Facsimile: (410) 659-1782

With a courtesy  
copy to:

Rifkin, Livingston, Levitan & Silver, LLC  
225 Duke of Gloucester Street  
Annapolis, Maryland 21401  
Attention: Alan M. Rifkin, Esq.  
Phone: (410) 269-5066  
Facsimile: (410) 269-5274  
arifkin@rlls.com

or to such other address or telephone number as a Party may notify the other Party in writing. Notices hand-delivered in accordance with this provision shall be deemed to have been received on the date so hand-delivered, notices sent overnight delivery shall be deemed to have been received one (1) day after the date provided to such carrier, and notices sent via U.S. mail shall be deemed to have been received three (3) days after the date so mailed.

### **23. DISPUTE RESOLUTION.**

23.1 The Parties acknowledge that their rights and responsibilities under this Agreement and the Project Documents involve coordination and cooperation with respect to the design, development and construction of, and capital repairs and improvements to, the Project. Accordingly, the Parties agree that it would be to their mutual benefit to establish a dispute resolution process to deal with any dispute arising out of this Agreement or the Project Documents.

23.2 The Parties agree to attempt to settle any dispute or controversy that may arise between the Parties regarding any provision or obligation set forth in this Agreement or the Project Documents by non binding mediation.

23.3 If the Parties are unable to resolve any dispute with respect to the design, development and construction of, and capital repairs or improvements to, the Project or with respect to the Parties' obligations to finalize and execute the Project Documents, the matter in

dispute shall be submitted to binding arbitration under the Arbitration Laws of the State of Florida (Chapter 682, Florida Statutes) in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The venue of the arbitration may be in Sarasota County. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected arbitrators shall select a third arbitrator. After all the evidence has been presented and the hearing has concluded, the Arbitrator(s) shall issue an award, in writing, within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

#### **24. TRANSFER OF THE SITES.**

24.1 The County represents, warrants and covenants that no part of the Sites will be sold, assigned or transferred by the County during the Term and the County shall not take (or refrain from taking) any action to restrict or condition, and shall not be permitted to sell or otherwise transfer, any portion of the Sites to any unaffiliated third party, without the prior written approval of the Orioles, which may be granted or withheld in the Orioles' sole discretion. If the Orioles approve the sale or transfer of any portion of the Sites, such County purchaser and/or transferee shall be obligated to perform in accordance with the terms of this Agreement and the Project Documents, including all the obligations, duties and responsibilities of the County contained therein, and such purchaser and/or transferee shall explicitly assume in writing all such obligations, duties and responsibilities. Further, if at any time during the Term, with the prior written approval of the Orioles, the County offers to sell the Sites, or any portion thereof, to an unaffiliated third party, the Orioles shall have a right of first refusal to purchase the Sites, or portion thereof at the price acceptable to such unaffiliated third party.

#### **25. CONDITIONS TO THE EFFECTIVENESS OF THIS AGREEMENT.**

25.1 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the certification by the State of Florida of the Sites as a retained spring training facility for which funding under Section 288.1162FS has been approved and all necessary funds under the aforementioned Florida statutes are committed by the State Office of Tourism, Trade and Economic Development ("OTTED") to be released or continue to be released to the City for the benefit of the Project. All approvals and commitments as to the funding or continuation of funding under this Section shall be confirmed in writing by OTTED within seven (7) days after the satisfaction of all conditions set forth in the OTTED letter dated July 17, 2009 to the Sarasota County Commission Chairman as a condition precedent to the effectiveness of this Agreement.

25.2 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the receipt by the Parties from the City of an environmental indemnity in form and substance satisfactory to the Parties within seven (7) days after the date of this Agreement.

**26. MISCELLANEOUS.**

26.1 Amendments. This Agreement may not be changed, modified, or discharged orally, but only by an instrument in writing signed by the Parties.

26.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and each of their respective successors. The Parties by executing this Agreement represent and warrant to each other that they have the full authority to enter into this Agreement and to bind such Parties to its terms and conditions.

26.3 Conflicting Agreements. Each Party represents and warrants to the other Party that the execution of this Agreement and the performance of its obligations hereunder will not breach or be in conflict with any other agreement to which it may be a Party or may be bound.

26.4 Construction. The Parties hereby acknowledge that this Agreement is the product of negotiation between the Parties and/or their respective legal counsel and that no provision of this Agreement shall be construed against a Party solely because that Party or that Party's counsel drafted such provision.

26.5 Exhibits; Headings. The Exhibits attached hereto are substantive parts hereof; headings of the Sections of this Agreement are for convenience of reference only and are not substantive parts hereof.

26.6 Further Actions of the Parties. Immediately upon the execution of this Agreement, the Parties shall take all action necessary to effectuate the purposes of this Agreement, and shall commence good faith negotiations to draft and, where appropriate, execute the Project Documents which implement the transaction(s) contemplated by this Agreement. In addition, and without limiting the foregoing, the County shall take any action necessary under the Interlocal Agreement(s).

26.7 Covenant Re: Negotiations. Upon the mutual execution and delivery of this Agreement and the satisfaction of any condition precedents to this Agreement, the Orioles will refrain from any further negotiations with any other jurisdiction for the location of the Orioles' long term Spring Training Operations. Pursuant to the terms and conditions of this Agreement, the Orioles shall notify the County on or before October 31, 2009 as to whether the Orioles will conduct its Spring Training Operations in 2010 at the Sites. The Orioles may, without violating this covenant in making such determinations, have discussions with its current landlord in Fort Lauderdale, Florida with regard to the Orioles' existing leasing arrangements, including the winding down of such arrangement. In the event that the City of Fort Lauderdale asserts a claim against the County arising from the execution of this Agreement, the Orioles agree to reimburse the County for any actual out-of-pocket costs, fees or expenses, judgments or awards, as a direct result of such claim by the City of Fort Lauderdale.

26.8 Governing Law. This Agreement is entered into in, and shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without reference to principles of conflicts of laws.

26.9 Integrated Agreement. This Agreement represents the full, complete, entire and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings and negotiations with respect to the subject matter hereof.

26.10 No Joint Venture. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the Parties.

26.11 No Waiver. The failure of either Party to object to, or to take affirmative action with respect to, any conduct of the other Party that violates any term or condition of this Agreement shall be limited to that particular instance, and shall not be construed as a waiver of that Party's rights for such breach or as a waiver of remedies for future breaches by the other Party.

26.12 Orioles' Full and Beneficial Use of the Sites. As provided for in this Agreement, the "Orioles' full and beneficial use of the Sites" shall mean all lawful uses of the Sites subject to the terms and conditions of this Agreement.

26.13 Rights Unique. The Parties acknowledge that each Party's rights and obligations hereunder, including but not limited to intellectual property assets (but other than the payment of money) are special, unique, extraordinary and impossible of replacement, which gives them a peculiar value, the loss of which could not be reasonably or adequately compensated in damages in an action at law, and that either Party's failure or refusal to perform its obligations hereunder would cause the other Party loss and damages. Except as permitted and otherwise provided for in this Agreement, if either Party fails or refuses to perform such obligations, the other Party shall be entitled to seek injunctive or other equitable relief against it, including temporary relief prior to a time at which a preliminary hearing may be held, by a court of competent jurisdiction to prevent the continuance of such failure or refusal or to prevent the breaching Party from granting rights to others in violation of this Agreement. The Parties waive any requirement that the other Party post a bond or other security in connection with such injunctive relief. In the event a Party is not able to obtain the injunctive relief provided for in this Section, such Party shall be entitled, at its option, to seek monetary damages.

26.14 Mutual Indemnification. The Orioles shall indemnify, defend and hold the County and County's agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the County in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the property of the County) arising out of or occurring during Spring Training games or Orioles' events or the Orioles' occupancy, management or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the County, the County's agents or County's contractors or subcontractors. The County shall indemnify, defend and hold the Orioles and Orioles' agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the Orioles in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the personal property of

the Orioles) arising out of or occurring during County civic-oriented, non-profit events, or County-authorized use or events for the County's occupancy, capital repair or improvement or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the Orioles, the Orioles' agents or Orioles' contractors or subcontractors.

26.15 Severability. The parties hereto agree that to the extent that any provision or portion of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law.

26.16 Taxes; Recordation. The Orioles shall not be responsible for any fees, taxes (including but not limited to transfer taxes) or expenses in connection with the recordation of this Agreement or any of the Project Documents.

26.17 Time. Time is of the essence with regard to the Parties' obligations under this Agreement.

26.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.

26.19 Orioles Assignment. The Orioles shall not sell, assign or otherwise transfer all or any portion of its interest in this Agreement or the Project Documents without first obtaining the consent of the County; provided, however, that (i) the Orioles shall have the right, without consent, to sublease or transfer its rights and/or obligations, in whole or in part, under this Agreement and the Project Documents, including in furtherance of Section 14 of this Agreement, to any person or entity, provided that the Orioles shall remain liable for its obligations under this Agreement and the Project Documents, including, but not limited to, the playing of the Orioles' Spring Training games at the Sites as provided herein and (ii) the Orioles shall have the right, without consent, to transfer all of its rights and/or obligations, in whole or in part, under this Agreement or the Project Documents to any person or entity that shall thereafter own the Major League Baseball franchise now held by the Orioles on the condition that such transferee shall assume the obligations of the Orioles set forth in this Agreement and the Project Documents and on the further condition that Major League Baseball approves the transfer of the Orioles Major League Baseball franchise to such transferee.



IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA

\_\_\_\_\_

By:  
Its:  
Date:

\_\_\_\_\_

BALTIMORE ORIOLES LIMITED PARTNERSHIP

By: Baltimore Orioles, Inc., its  
General Partner

By: Peter G. Angelos, President  
Baltimore Orioles, Inc.

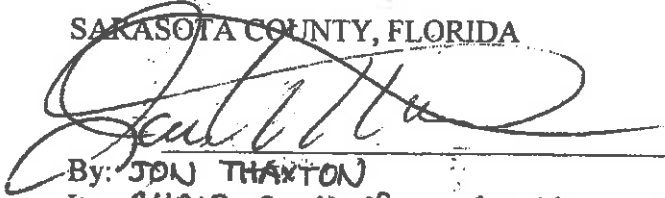
Date: 7/22/09

- Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 3 – Preliminary Site Sketches
- Exhibit 4 – Promotion Inventory

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

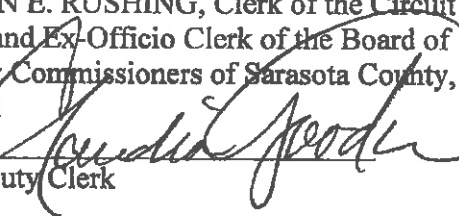
WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA



By: JON THORTON  
Its: CHAIR, BOARD OF COUNTY COMMISSIONERS  
Date: 7/22/09

ATTEST:  
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By:   
Deputy Clerk

BALTIMORE ORIOLES LIMITED PARTNERSHIP

Approved as to form and correctness:

By:   
County Attorney

By: Baltimore Orioles, Inc., its General Partner

By:   
Peter G. Angelos, President  
Baltimore Orioles, Inc.

Date:

- Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 3 – Preliminary Site Sketches
- Exhibit 4 – Promotion Inventory

**Economic Impacts of the  
Spring Training Facility**



The estimated economic impacts at the county and state levels for the period July 1, 2017 through June 30, 2018 are:

	Sarasota County	Florida
Jobs Created	997.8	1,041.5
Jobs Created have total Compensation of	\$22,014,857	\$25,602,942
Total Economic Output	\$78,151,660	\$92,575,184

### Economic Impacts of the Spring Training Facility

The attendees are separated into four category types:

- Non-Local: This indicates a visiting party from outside of Sarasota County
- Local: This includes all Sarasota County residents
- Team: This represents the amount of cash outlay (expenditures) by the Orioles themselves
- Other: This represents capital expenditures by the County for the Stadium itself

**County-Level Economic Impacts:**

	DIRECT	INDIRECT	INDUCED	TOTAL	MULTIPLIER
Non-Local	\$ 30,927,215	\$ 10,033,782	\$ 10,208,551	\$ 51,169,549	1.7
Local	\$ 1,247,778	\$ 368,495	\$ 424,621	\$ 2,040,894	1.6
Team	\$ 12,578,103	\$ 8,035,529	\$ 3,264,359	\$ 23,877,991	1.9
Other	\$ 674,982	\$ 183,247	\$ 204,997	\$ 1,063,226	1.6
	<u>\$ 45,428,078</u>	<u>\$ 18,621,053</u>	<u>\$ 14,102,528</u>	<u>\$ 78,151,660</u>	<u>1.7</u>

**State-Level Economic Impacts:**

	DIRECT	INDIRECT	INDUCED	TOTAL	MULTIPLIER
Non-Local	\$ 30,927,215	\$ 12,873,388	\$ 15,127,737	\$ 58,928,340	1.9
Local	\$ 1,247,779	\$ 505,467	\$ 617,529	\$ 2,370,775	1.9
Team	\$ 12,578,103	\$ 9,966,942	\$ 4,677,693	\$ 27,222,738	2.2
Other	\$ 674,982	\$ 292,239	\$ 3,086,110	\$ 4,053,331	6.0
	<u>\$ 45,428,079</u>	<u>\$ 23,638,036</u>	<u>\$ 23,509,069</u>	<u>\$ 92,575,184</u>	<u>2.0</u>



August 10, 2018

Kelly Strickland  
Finance Director  
City of Sarasota, Florida  
1565 1<sup>st</sup> Street  
Sarasota, FL 34236

Ms. Strickland:

Per your request, this letter serves as notice that the conditions set forth in 2009 by the Office of Tourism, Trade and Economic Development (OTTED) continue to be satisfied by Sarasota County.

Attached is correspondence relating to the original response to the conditions and the results of the annual cost-benefit analysis of the spring training complex.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Botelho".

Steve Botelho  
Deputy County Administrator / Chief Financial Management Officer

Attachments:  
Cost-Benefit Analysis of Spring Training

Cc: David Flatt



CHARLIE CRIST  
GOVERNOR

STATE OF FLORIDA  
**Office of the Governor**

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com  
850-488-7146  
850-487-0801 fax

July 17, 2009

Chairman Jon Thaxton  
Sarasota County Commission  
1660 Ringling Boulevard  
Sarasota, FL 34236

Dear Chairman Thaxton:

Recent discussions with the Office of Tourism, Trade, and Economic Development (OTTED) have surrounded the departure of the Cincinnati Reds. We understand that the City of Sarasota and Sarasota County are working to preserve Spring Training in their area by negotiating an arrangement with the Baltimore Orioles. I have reviewed this issue carefully, and taking into account the intent of the Legislature, have determined that these funds may be used for a retained spring training facility in Sarasota, if the following conditions are met to OTTED's satisfaction:

1. An official letter in accordance with section 288.1162(5)(d), Florida Statutes, from the City of Fort Lauderdale acknowledging the Baltimore Orioles are relocating to Sarasota from their spring training location in Fort Lauderdale; See pages 4 and 5 of this Exhibit 4
2. A signed agreement, in accordance with section 288.1162(5)(b)2, Florida Statutes, between Sarasota and Baltimore Orioles for a retained spring training franchise; See page 3 of this Exhibit 4 and attached Exhibit 2
3. Documentation of the local match for at least 50 percent funds to be used for the spring training facility as required by section 288.1162(5)(b)3, Florida Statutes; and See attached Exhibit 1 detailing all funds expended on project
4. Written agreement from Sarasota that the state funds will only be used for the renovation or expansion of the Ed Smith stadium complex and corresponding major league operations. See pages 1 and 6 of this Exhibit 4

Once all these documents have been provided to my office and deemed satisfactory to OTTED, I will issue a final letter of approval for continuing release of the funds. Please feel free to contact me at (850) 487-2568 with any questions.

Sincerely,

Dale A. Brill, Ph.D.  
Director  
Office of Tourism, Trade and Economic Development

2009000196

# Office of the County Attorney

*County Attorney*  
Stephen E. DeMarsh

*Deputy County Attorneys*  
Kathleen F. Schneider\*  
Frederick J. Elbrecht\*\*



*Assistant County Attorneys*  
Scott T. Bossard  
Milan Brkich  
Maria D. Korn\*\*\*  
David M. Pearce  
Alan W. Roddy\*  
Karl A. Senkow  
Thomas R. Wolfe

\*Board Certified City, County  
and Local Government Law  
\*\*Board Certified Civil Trial Law

\*\*\*Board Certified Labor and  
Employment Law

September 11, 2009

Dale A. Brill, Ph.D.  
Director  
Office of Tourism, Trade and Economic Development  
The Capitol  
Tallahassee, FL 32399-0001

*a. Bullock  
Dennard  
9/11/09*

SARASOTA COUNTY  
GOVERNMENT  
COUNTY ADMINISTRATOR  
2009 SEP 11 P 2:23

Dear Dr. Brill:

In answer to your inquiry, please be advised that the lease terms as set forth in the Spring Training Facility Memorandum of Understanding between Sarasota County, Florida and the Baltimore Orioles Limited Partnership dated July 22, 2009, constitute a binding lease agreement between the parties for a term of 30 years.

Sincerely,

Stephen E. DeMarsh, Esq.  
County Attorney

Alan M. Rifkin, Esq.  
Rifkin, Livingston, Levitan & Silver, LLC  
Attorney for the Baltimore Orioles

Copies to: James L. Ley, County Administrator  
Michelle R. Dennard, Esq., OTTED  
Robert J. Bartolotta, City Manager, City of Sarasota

Jenny Yarabek

---

**From:** David Bullock  
**Sent:** Wednesday, September 02, 2009 12:52 PM  
**To:** Jenny Yarabek  
**Subject:** FW: City of Fort Lauderdale's Acknowledgement of Termination  
**Attachments:** 09-02-09 Letter from Ft Lauderdale Acknowledging Termination.pdf

fyi

**From:** Alan M. Rifkin [mailto:ARifkin@rlls.com]  
**Sent:** Wednesday, September 02, 2009 12:46 PM  
**To:** Michelle Dennard (michelle.dennard@eog.myflorida.com)  
**Cc:** John P. Angelos (jangelos@orioles.com); Stephen E. DeMarsh; David Bullock  
**Subject:** City of Fort Lauderdale's Acknowledgement of Termination

Michelle,

Attached please find the City of Fort Lauderdale's acknowledgement of the Orioles' termination of the new stadium facility use agreement dated December 28, 2006 from City Manager George Gretsas.

Alan

*Alan M. Rifkin, Esq.*  
*Rifkin, Livingston, Levitan & Silver, LLC*  
*225 Duke of Gloucester Street*  
*Annapolis, MD 21401*  
*(410) 269-5066*  
*(410) 269-5274 (fax)*  
[www.rlls.com](http://www.rlls.com)

**CIRCULAR 230 NOTICE:** To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

**CONFIDENTIALITY NOTICE:** This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe you have received this communication in error, please do not print, copy, retransmit, disseminate or otherwise use the information. Also, please indicate to the sender that you have received this message in error and delete the copy you received. Thank you.





CITY OF  
**FORT LAUDERDALE**

*Venice of America*

**Via Email, Facsimile and Regular Mail**

**September 2, 2009**

**Alan M. Rifkin, Esq.  
Baltimore Orioles  
Rifkin, Livingston, Levitan & Silver, LLC  
225 Duke of Gloucester Street  
Annapolis, MD 21401**

**Dear Mr. Rifkin:**

**On September 1, 2009, the City of Fort Lauderdale City Commission, by motion, acknowledged that the Orioles have terminated the Facility Use Agreement, dated December 28, 2006, by and between the City and the Orioles.**

**Very truly yours,**

A handwritten signature in black ink, appearing to read "George Gretsas".

**George Gretsas  
City Manager**

**cc: John Angelos  
Alan Koslow, Esq.  
Harry Stewart, City Attorney  
Cate McCaffrey, Business Enterprises**





**SARASOTA COUNTY**

*"Dedicated to Quality Service"*

July 23, 2009

Dale A. Brill, Ph.D.  
Director  
Office of Tourism, Trade and Economic Development  
The Capitol  
Tallahassee, FL 32399-0001

Dear Dr. Brill:

On July 22, 2009, the Sarasota County Commission approved a Memorandum of Understanding with the Baltimore Orioles to move the team to Sarasota County for spring training. Sarasota County will be providing funds in the amount of \$23.7 million to the spring training facility project which will include the renovation of the Ed Smith Stadium Complex and renovation of facilities at the minor league site at Twin Lakes Park. This will confirm that state funds will only be used for the renovation or expansion of the Ed Smith Stadium Complex and corresponding major league operations.

Sincerely,



James L. Ley  
County Administrator

Copies to: Alan M. Rifkin, Esq., Counsel for the Baltimore Orioles  
Stephen E. DeMarsh, Esq., County Attorney  
Michelle R. Dennard, Esq., OTTED  
Robert J. Bartolotta, City Manager, City of Sarasota

**Indian River County  
(Los Angeles Dodgers)**

## INDIAN RIVER COUNTY ANNUAL REPORT ON STATE SPRING TRAINING FUNDS

Dated: July 31, 2018

Indian River County is submitting its annual report to the Florida Department of Economic Opportunity in accordance with Florida Statute, Section 288.11631. Please find the requested information enclosed:

1. *A detailed report on all local and state funds expended to date on the project being financed under Section 288.11631, F.S.*

Attached is a detailed report of expenditures (**Attachment #1**) of the bond proceeds of the \$16,810,000 Indian River County, Florida, Revenue Bonds, (Spring Training Facility) Series 2001. Also please see a copy of the official statement for this bond issue (**Attachment #2**). These bonds are secured in part by the "Retained Spring Training Franchise" funds ("State Funds"). The original annual debt service for these bonds was \$1,221,333. The "State Funds" originally supported \$500,000 (40.9%) and local funds supported the remainder \$721,333 (59.1%). The annual debt service has dropped to about \$864,000 since a portion of the bond was paid off in 2013 with local funds.

Based on the portion of debt supported by the annual \$500,000 from the State of Florida, approximately \$6.9 million of the initial acquisition and construction costs (\$19 million) were funded by the "State Funds". The entire proceeds of the bond issue were expended by 2006. Additionally the County has continued to spend local funds since the bond issue was fully expended (See **Attachment #1A**). Total expenditures for this project now stand at approximately \$25 million.

2. *A copy of the contract between the certified local governmental entity and the spring training team.*

Please find a copy of the "Memorandum of Understanding" between the Los Angeles Dodgers, Inc. and the County entered into on August 9, 2000 (**Attachment #3**). Also, please find the Facility Lease Agreement between the Dodgers and Indian River County, entered into on September 1, 2000 (**Attachment #3A**), as well as the First, Second, Third, Fourth and Fifth Amendment to Facility Lease Agreement (**Attachments #3B, #3C, #3D, #3E and #3F**).

Further, the Certification of Indian River County as an authorized facility for a retained spring training facility pursuant to Section 228.1162, Florida Statutes, approved by OTTED on January 1, 2001, has been attached as well (**Attachment #4**).

3. *A cost-benefit analysis of the team's impact on the community*

Attached is a copy of the Economic Impact Report from the Treasure Coast Sports Commission for the 2018 Historic Dodgertown Spring Training held January 15, 2018 through April 30, 2018 (**Attachment #5**). This event resulted in 12,869 room nights in Indian River County, with an estimated \$4.4 million economic impact. It should be noted that Historic Dodgertown has activity throughout the year, not just during spring training. The total economic impact of this facility is shown in the attached report titled, "Economic Impact Study of the Vero Beach Sports Village on Indian River County" prepared by the Treasure Coast Sports Commission (**Attachment #5A**).

Also included is a copy of the "Economic Impact of Tourism" completed by the Center for Tourism Research & Development in December 2001 (**Attachment #5B**). This study estimated the total economic impact of Spring Training at Dodgertown at approximately \$119 million per year.

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

As stated above, Indian River County entered into a Memorandum of Understanding (MOU) and a Facility Lease Agreement with the Dodgers in 2000. The MOU provided that the County would purchase the stadium from the Dodgers for \$10 million and provide \$7 million for the expansion and renovation of the facility. The Series 2001 Spring Training Facility Bonds were issued to finance the acquisition and improvements. This bond issue was secured partially by pledging the annual \$500,000 payments received in accordance with Section 121.20, Florida Statutes, through 2031. Several years later, the Dodgers terminated the lease agreement with Indian River County. Since that time, the County has entered into an agreement with Verotown (previously Minor League Baseball) to operate the facility. Please note, this agreement entered into on May 1, 2009, and as amended later, explicitly contemplates that Verotown will allow for and assist Indian River County in securing Spring Training opportunities at the facility (see **Attachment #6**). This agreement states, "Verotown (previously MiLB) acknowledges the community's desire to host, and agrees to promote the use of the Facility for Major League Baseball spring training activities and game events. Verotown agrees to negotiate with any Team expressing an interest in conducting spring training activities or game events at the Facility and will use its best efforts to enter into a sub lease or other use arrangement on such terms and conditions as Verotown deems commercially reasonable or feasible. Any such use by a Team shall require prompt review and approval by the County Administrator, which shall not be unreasonably withheld. In the event such approval is not timely forthcoming or otherwise withheld, Verotown may seek approval from the County Commission."

Please note, Section 288.11621(5)(f) states, “A local government as defined in s.218.369 may not be decertified by the department if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This subsection does not preclude or restrict the ability of a certified local government to refinance, refund, or defease such bonds.”

As shown in Attachments #3, and #4, the County was certified as a retained spring training facility on January 1, 2001. Further, Attachment #2 is the official statement for bonds issued for the acquisition, construction, and renovation of Dodgertown. This issue pledged the retained spring training facility funds for a period of thirty years beginning on February 28, 2001.

Subsequently, Indian River County pledged the “State Funds” for the payment of debt service on bonds issued for the acquisition, construction, and renovation of this facility. This scenario is contemplated within Section 288.11621(5)(f) as recently amended. Per Section 288.11621(5)(f), the County “may not be decertified by the department” based upon the information provided herein.

Michael R. Smykowski  
Director, Management & Budget  
Indian River County Board of County Commissioners

7/26/2018

**DODGERTOWN CAPITAL IMPROVEMENTS**

## Detail of Payments

<b>Beginning Balance</b>	<b>\$17,000,000.00</b>
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Fiscal Year 2001/02 Expenditures	Check Number	Date	Amount
Purchase Facility			\$10,000,354.00
HOK Design + Build Inc.	AJ 221255	10/25/2002	\$416,626.26
HOK Design + Build Inc.	321670	4/17/2002	\$67,470.89
Los Angeles Dodgers	321700	4/17/2002	\$235,394.77
HOK Design + Build Inc.	323032	5/8/2002	\$111,072.78
HOK Design + Build Inc.	324746	6/4/2002	\$55,662.49
Detail Turf Incorporated	325886	6/24/2002	\$16,475.80
HOK Design + Build Inc.	325948	6/26/2002	\$75,420.85
HOK Design + Build Inc.	328309	8/6/2002	\$132,784.86
HOK Design + Build Inc.	329503	8/26/2002	\$544,108.75
HOK Design + Build Inc.	331733	10/9/2002	\$517,491.49

<b>Total - FY 2001/02 Expenditures:</b>	<b>\$12,172,862.94</b>
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Fiscal Year 2002/03 Expenditures	Check Number	Date	Amount
HOK Design + Build Inc.	103304	12/5/2002	\$524,609.91
HOK Design + Build Inc.	105252	1/9/2003	\$758,659.88
HOK Design + Build Inc.	106989	2/6/2003	\$616,949.24
Los Angeles Dodgers	107435	2/13/2003	\$340,408.26
HOK Design + Build Inc.	109102	3/13/2003	\$736,603.59
HOK Design + Build Inc.	111843	4/24/2003	\$88,005.73
Los Angeles Dodgers	112274	5/1/2003	\$525,572.85
Los Angeles Dodgers	114042	5/29/2003	\$330,682.19
HOK Design + Build Inc.	116092	7/2/2003	\$99,041.36
Los Angeles Dodgers	116597	7/10/2003	\$95,278.59
Los Angeles Dodgers	118764	8/14/2003	\$14,933.54

<b>Total - FY 2002/03 Expenditures:</b>	<b>\$4,130,745.14</b>
---	-----------------------

Fiscal Year 2003/04 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	128156	1/21/2004	\$11,363.08
Los Angeles Dodgers	130555	3/4/2004	\$49,761.72
Los Angeles Dodgers	133803	4/19/2004	\$6,109.69
Los Angeles Dodgers	133803	4/19/2004	\$5,381.91
Los Angeles Dodgers	137108	6/17/2004	\$19,351.34
Los Angeles Dodgers	137463	6/23/2004	\$1,905.80
Los Angeles Dodgers	138717	7/14/2004	\$13,986.81
Los Angeles Dodgers	140973	8/18/2004	\$9,055.00
Los Angeles Dodgers	144681	10/28/2004	\$4,483.39

<b>Total- FY2003/04 Expenditures</b>	<b>\$121,398.74</b>
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7/26/2018

Fiscal Year 2004/05 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	155656	5/11/2005	\$42,575.30
PY Expense		9/30/2005	\$48,297.84
PY Expense		9/30/2005	\$7,405.76
<b>Total- FY2004/05 Expenditures</b>			<b>\$98,278.90</b>

Fiscal Year 2005/06 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	168697	12/22/2005	\$40,789.22
Los Angeles Dodgers	169752	1/11/2006	\$5,038.89
Los Angeles Dodgers	171102	2/9/2006	\$40,403.33
Los Angeles Dodgers	174131	3/30/2006	\$54,079.26
Los Angeles Dodgers	174949	4/13/2006	\$135,893.06
Los Angeles Dodgers	176989	5/18/2006	\$41,033.23
Los Angeles Dodgers	179773	7/13/2006	\$1,072.43
Los Angeles Dodgers	179773	7/13/2006	\$69,003.94
Los Angeles Dodgers	181032	8/3/2006	\$4,890.59
Los Angeles Dodgers	184076	9/28/2006	\$28,222.24
Los Angeles Dodgers	184780	10/12/2006	\$64,990.64
<b>Total- FY2005/06 Expenditures</b>			<b>\$485,416.83</b>

<b>Grand Total-Expenditures</b>			<b>\$17,008,702.55</b>
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**Dodgertown/ Vero Beach Sports Village Total Committed County**

From Inception (2001) through July 31, 2018

	State Funding	Local Funding	Total Expended @ 7/31/18
<b>Dodger Agreement Costs</b>			
Original Acquisition of Land and Facilities <sup>(1)</sup>	\$6,900,000	\$3,100,000	\$10,000,000
Capital Improvement Funds <sup>(1)</sup>	\$0	\$7,000,000	\$7,000,000
<b>Total Acquisition Costs</b>	<b>\$6,900,000</b>	<b>\$10,100,000</b>	<b>\$17,000,000</b>
Capital Reserve Account <sup>(2)</sup>	\$0	\$2,000,000	\$2,000,000
	\$0	\$1,064,994	\$1,064,994
<b>Total Costs - Dodger Agreement</b>	<b>\$6,900,000</b>	<b>\$13,164,994</b>	<b>\$20,064,994</b>
<b>MiLB Agreement Costs</b>			
Facility rebranding	\$0	\$100,000	\$100,000
Tourism promotion <sup>(3)</sup>	\$0	\$494,663	\$494,663
Operating reimbursement for May 2009 - Dec. 2009	\$0	\$741,935	\$741,935
Field lighting - 2 fields to AAA standard	\$0	\$693,724	\$693,724
Build four-field cloverleaf youth-dimensioned fields	\$0	\$2,407,395	\$2,407,395
Build one soccer field on property ( included above)	\$0	\$0	\$0
Convert 2 half-fields to youth dimensioned fields	\$0	\$0	\$0
Renovation of 66 hotel rooms	\$0	\$661,102	\$661,102
<b>Total Costs - MiLB Agreement</b>	<b>\$0</b>	<b>\$5,098,819</b>	<b>\$5,098,819</b>
<b>County Operating Costs</b>			
Operating expenses from January 2009 - May 2009	\$0	\$203,707	\$203,707
<b>Total All Costs - Dodgertown/VBSV</b>	<b>\$6,900,000</b>	<b>\$18,467,520</b>	<b>\$25,367,520</b>

(1) Original Acquisition and capital improvements costs totaling \$17 million were funded through the Series 2001 - Spring Training Facility Bonds. These bonds are secured by a portion of Half-Cent Sales Tax, the Fourth Cent Local Option Sales Tax, and State funds of \$500,000 per year for a 30-year period. Based on the portion of debt supported by the annual contribution from the State, approximately \$6.9 million of the initial acquisition and construction costs were funded by the State funds.

(2) The Capital Reserve Account was jointly funded by the City and the County for the acquisition from the Dodgers in 2001. The City contributed \$1.4 million and the County contributed \$600,000 to this fund. A \$2 million Capital Reserve Account was approved at the inception of the agreement with MiLB as well. The balance of this account was expended in April 2014.

(2a) Beginning with the first renewal term of the Capital Reserve Agreement, the County shall deposit \$250,000 per Lease Year into the Capital Reserve Account as a means of supplementing the Capital Reserve Account balance.

(3) The agreement with MiLB includes funding for tourism promotion. Funding for each year of the agreement is as follows; \$50,000 first year, \$55,000 second year, \$60,500 third year, \$66,550 fourth year, and \$75,000 fifth year and each subsequent lease year during any renewal term.

Draft

NEW ISSUE - BOOK-ENTRY ONLY

Ratings: Standard & Poor's: AAA  
 Fitch: AAA  
 (Financial Guaranty Insured)  
 See "RATINGS" herein

In the opinion of Bond Counsel, assuming continuing compliance by the County with certain covenants to comply with provisions of the Internal Revenue Code of 1986, as amended, interest on the Series 2001 Bonds is excluded from gross income for purposes of federal income taxation and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under existing statutes, regulations and judicial decisions; although it should be noted that in the case of corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for purposes of such alternative minimum tax. Furthermore, in the opinion of Bond Counsel, the Series 2001 Bonds and the income therefrom are exempt from taxation under the laws of the State of Florida, except as to Florida estate taxes imposed by Chapter 198, Florida Statutes, as amended and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. See "TAX EXEMPTION" herein for further information.

\$16,810,000  
 INDIAN RIVER COUNTY, FLORIDA  
 Revenue Bonds  
 (Spring Training Facility)  
 Series 2001

Dated: August 1, 2001

Due: April 1, as shown below

Indian River County, Florida (the "County") is issuing its Revenue Bonds (Spring Training Facility), Series 2001 (the "Series 2001 Bonds"), in fully registered form in denominations of \$5,000 principal amount or any integral multiples thereof. Interest on the Series 2001 Bonds is payable on April 1, 2002 and semiannually thereafter on each April 1 and October 1, by check or draft of First Union National Bank, Miami, Florida, the Bond Registrar and Paying Agent, made out and mailed to each registered owner thereof at the address as it appears on the registration books kept by the Bond Registrar on the 15th day of the month preceding the applicable interest payment date. Principal of the Series 2001 Bonds and any redemption premium will be payable upon presentation and surrender of the Series 2001 Bonds, when due, at the principal corporate trust office of the Paying Agent. The Series 2001 Bonds are subject to optional and mandatory redemption prior to maturity, as provided herein.

The Series 2001 Bonds are being issued by the County to provide funds, together with other available funds, to (i) finance a portion of the cost of the acquisition, construction, rehabilitation and equipping of a spring training facility known as "Dodgerstown"; (ii) pay a premium for a municipal bond insurance policy and a debt service reserve account security bond, and (iii) pay certain costs and expenses incurred in connection with the issuance of the Series 2001 Bonds, all as more particularly described herein.

The Series 2001 Bonds are special, limited obligations of the County, payable solely from and secured by a lien upon and pledge of the Pledged Revenues, in the manner provided in the Resolution. The Series 2001 Bonds do not constitute a general indebtedness of the County within the meaning of any constitutional, statutory or charter provision or limitation, and no Bondholder shall ever have the right to require or compel the exercise of the ad valorem taxing power of the County or taxation of any real or personal property therein for the payment of the principal of and interest on the Series 2001 Bonds or the making of any Debt Service Fund, reserve or other payments provided for in the Resolution.

Payment of the principal of and interest on the Series 2001 Bonds, when due, will be insured by a Municipal Bond New Issue Insurance Policy to be issued by Financial Guaranty Insurance Company simultaneously with the delivery of the Series 2001 Bonds. For a discussion of the terms and provisions of such policy, including the limitations thereof, see "MUNICIPAL BOND INSURANCE" herein.



FGIC is a registered service mark used by Financial Guaranty Insurance Company, a private company not affiliated with any U.S. Government agency.

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS  
 \$ Social Bonds

Maturity	Amount	Interest Rate	Yield	Maturity	Amount	Interest Rate	Yield
April 1, 2002	\$360,000	3.50%	2.65%	2008	\$545,000	3.80%	3.88%
2003	460,000	3.50	3.00	2009	560,000	4.00	4.02
2004	475,000	3.50	3.13	2010	585,000	4.00	4.14
2005	490,000	3.30	3.33	2011	605,000	4.20	4.24
2006	505,000	3.40	3.51	2012	630,000	4.30	4.37
2007	520,000	3.60	3.70	2013	655,000	4.40	4.48

\$1,410,000 5.25% Term Bonds Due April 1, 2015 Yield: 4.65%  
 \$1,555,000 5.25% Term Bonds Due April 1, 2017 Yield: 4.80%  
 \$3,640,000 5.25% Term Bonds Due April 1, 2021 Yield: 4.95%  
 \$2,085,000 5.00% Term Bonds Due April 1, 2027 Yield: 5.09%  
 \$1,730,000 5.00% Term Bonds Due April 1, 2031 Yield: 5.12%

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

The Series 2001 Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Bryant Miller and Olive, P.A., Tallahassee, Florida, Bond Counsel to the County. Certain legal matters will be passed upon for the County by Paul G. Banged, Esquire, County Attorney, and by its Disclosure Counsel, Nabors, Giblin & Mickerson, P.A., Tampa, Florida. It is expected that the Series 2001 Bonds will be available for delivery in New York, New York, in definitive form on or about August 29, 2001.

WILLIAM R. HOUGH & CO.

Hanifen, Imhoff  
 Division of Stifel, Nicolaus  
 & Company, Incorporated

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding, dated as of July 24, 2000, shall be effective as of the last signature date hereof, by and among Indian River County, Florida, a political subdivision of the State of Florida (the "County"), the City of Vero Beach, Florida, a municipal corporation (the "City"), Los Angeles Dodgers, Inc., a Delaware corporation, and Fox Baseball Holdings Incorporated, a Delaware corporation, the owner of record of the Land (collectively, the "Dodgers") and de Guardiola Development, Inc., a Florida corporation (the "Developer").

WITNESSETH

WHEREAS, Dodgers own and control the land consisting of approximately 64.03 acres described in Exhibit "A" hereto (the "Land"); and

WHEREAS, for over fifty years, the Dodgers have owned and operated the spring training and conference facility known as "Dodgertown," which is located on the Land and is comprised of Holman Stadium, an eighty-nine (89) unit hotel facility, a conference center with meeting and dining rooms, a clubhouse and weight room, in-door batting and pitching cages, four (4) full baseball practice fields, and two (2) half baseball practice fields (collectively, the "Existing Facilities"); and

WHEREAS, the Dodgers desire to sell the Land and Existing Facilities to the County, and, in conjunction with the Developer, to develop other land owned by the Dodgers within the municipal limits of the City into a mixed use town concept which will reflect the ambiance and tradition of Dodgertown; and

WHEREAS, the County intends to finance its obligations under the Real Estate Contract (as defined in Section 1(A), below) and the Development Agreement (as defined in Section 2(A), below), in part, by means of one or more series of revenue bonds to be issued by the County (the "Bonds"); and

WHEREAS, the parties now desire to identify the general terms and conditions pursuant to which they shall negotiate in good faith to draft and execute the various agreements whereby (1) the County shall acquire the Land and Existing Facilities from the Dodgers, (2) the County shall lease the acquired Land and Existing Facilities to the Dodgers, and (3) the Dodgers shall, on behalf of the County and at the County's cost and expense (as described in Section 3(B), below), improve and/or repair the Existing Facilities and/or replace the Existing Facilities with new improvements (the "Improvements").

NOW THEREFORE, the parties hereto agree as follows:



ATTACHMENT #3A

IN THE RECORDS OF  
JED REY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

1296201

01 AUG 29 12:23

Prepared By:  
Santiago Fernandez, Esq.  
Senior Vice President & General Counsel  
Los Angeles Dodgers, Inc.  
1000 Elysian Park Avenue  
Los Angeles, California 90012

2-

Record and Return to:  
Robert C. Reid, Esq.  
Bryant, Miller & Olive, P.A.  
201 South Monroe Street, Suite 500  
Tallahassee, Florida 32301

COPY

FACILITY LEASE AGREEMENT

This FACILITY LEASE AGREEMENT ("Agreement") is made as of this 1st day of September, 2000, by and between Indian River County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Los Angeles Dodgers, Inc., a Delaware corporation (hereinafter referred to as the "Dodgers").

COPY

RECITALS

A. WHEREAS, the Dodgers own and operate the Major League Baseball team known as the "Los Angeles Dodgers" (the "Team"); and

B. WHEREAS, since 1949, the Dodgers have conducted the Team's spring training operations and played their spring training home games at the facility located in Vero Beach, Florida, and known generally as "Dodgertown" (the "Facility"); and

C. WHEREAS, the County and the City of Vero Beach recognize that the benefits to the local community of having the Team conduct its spring training operations at the Facility are unique and diverse, and include, but are not limited to, entertainment for the community, the creation of new jobs and increased employment opportunities, increased tourist trade and promotional opportunities, direct and indirect tax revenues, and the enhancement of the community's image; and

D. WHEREAS, because of the aforementioned benefits to the community, the County purchased the Facility pursuant to the Agreement for Sale and Purchase dated September 1, 2000, between the Dodgers and the County, and will incur the debt service specified in this Agreement to fund the Improvements contemplated herein and in the Development Agreement, which Improvements are specifically designed to accommodate the Team's spring training needs; and

081426PG0567

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

2157035  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2517 PG:588, Page 1 of 8  
08/11/2011 at 02:55 PM,

JEFFREY K BARTON, CLERK OF  
COURT

## FIRST AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into as of the 1st day of June, 2011 to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Agreement").

WHEREAS, as of May 1, 2009, County and MiLB entered into the Agreement whereby County leased to MiLB the Land, the Facility and the FF&E, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, based upon further negotiations between the parties and with the City of Vero Beach, Florida ("COVB"), the parties desire to amend the Agreement with respect to the Land, the Parking Lease and the Parking Property, the Improvements, and other related matters.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Definitions. Except as set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Agreement.
3. Land. The definition of "Land" as set forth in section 1.02(q) is hereby amended, as follows: (a) the real property described on Exhibit A attached hereto is added to the definition of "Land" and is therefore subject to all terms and conditions of the Agreement, and (b) the real property described on Exhibit B attached hereto is removed from the definition of "Land" and is therefore no longer subject to the terms and conditions of the Agreement.
4. MiLB Events. All references in the Agreement to "Dodgers Events" are hereby changed to "Dodgertown Events," and new section 1.02(bb) is added as follows: "Dodgertown Events" shall mean any and all events and activities held on the premises of the Land and Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, MiLB or any third party using all or a portion of the Land and Facility with the consent of County or MiLB.

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

## SECOND AMENDMENT TO FACILITY LEASE AGREEMENT

THIS SECOND AMENDMENT TO FACILITY LEASE AGREEMENT ("Second Amendment") is made and entered into as of the 1st day of January 2012, to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Facility Lease Agreement"), as amended by that certain First Amendment to Facility Lease Agreement, dated as of June 1, 2011 ("First Amendment") (the Facility Lease Agreement, First Amendment and this Second Amendment are collectively "Amended Facility Lease Agreement"). This Second Amendment is entered into by and among County, MiLB, Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown"), and National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation ("NAPBL").

WHEREAS, on or about May 1, 2009, County and MiLB entered into the Facility Lease Agreement whereby County leased to MiLB the Land, the Facility and the FF&B, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, on or about June 1, 2011, County and MiLB entered into the First Amendment addressing a land swap with the City of Vero Beach and certain improvements to the Facility; and

WHEREAS, MiLB wishes to assign the Amended Facility Lease Agreement to Verotown, and County and NAPBL are amenable to such assignment; and

WHEREAS, County, MiLB and Verotown wish to make minor amendments to the Amended Facility Lease Agreement, as set forth herein,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

3120130050483  
RECORDED IN THE PUBLIC RECORDS OF  
JEFFREY R SMITH, CLERK OF COURT  
INDIAN RIVER COUNTY FL  
BK: 2692 PG: 2376 Page 1 of 6 8/6/2013 8:27 AM

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

### THIRD AMENDMENT TO FACILITY LEASE AGREEMENT

THIS THIRD AMENDMENT is entered into as of this 16<sup>th</sup> day of July, 2013, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 30, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, pursuant to section 2.03 of the Original Lease as amended by the First Amendment and the Second Amendment, Verotown has an option to renew the lease for a renewal term of five years, commencing on May 1, 2014 and ending on April 30, 2019 ("Renewal Term"), which option Verotown desires to exercise in accordance with the terms of this Third Amendment to Facility Lease Agreement ("Third Amendment") (the Original Lease, First Amendment, Second Amendment and Third Amendment are collectively referred to as the "Facility Lease Agreement"); and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased direct and indirect tax revenues, private sector payment of substantial maintenance and operation expenses which would otherwise burden local taxpayers, and other such benefits,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

8.D.

2014-008

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

#### FOURTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FOURTH AMENDMENT is entered into as of this 21 day of January, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, In compliance with the Third Amendment, the County publically bid the room renovations and the lowest, most responsive bidder's cost for the job (including County purchased items to save sale tax) was approximately \$634,000 or \$34,000 over the allotted amount; and

WHEREAS, the County has agreed to increase its payment from \$600,000 to \$634,000 to renovate the hotel homes in order to comply with the terms of the Third Amendment; and

WHEREAS, the Parties wish to amend Section 5 of the Third Amendment to state that the County is responsible for renovating 66 hotel rooms in an amount not to exceed \$634,000, and Verotown is amenable to this amendment; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased



Prepared by, record and return to:  
 Office of the County Attorney  
 1801 27<sup>th</sup> St., Vero Beach, FL 32960  
 Telephone: 772.226.1424

77  
 8.F.  
 2014-033

## FIFTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIFTH AMENDMENT is entered into as of this 1st day of April, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, on or about March 10, 2014, the Parties entered into the Fourth Amendment to Facility Lease Agreement ("Fourth Amendment") in which, among other things, the Parties amended the number of hotel rooms that need to be renovated from 67 to 66 and the County agreed to increase its budget for the referenced renovations from \$600,000 to \$634,000; and

WHEREAS, the County wishes to amend Section 5 of the Fourth Amendment both to increase its budget for renovating the remaining 66 hotel rooms from \$634,000 to \$670,245.22, and to reserve the right to increase and/or decrease its budget by a total \$50,000 in the future for the referenced renovations using change orders approved by the Indian River Board of County Commissioners; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased

STATE OF FLORIDA

## Office of the Governor

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001www.flgov.com  
850-488-7146  
850-487-0801 faxJEB BUSH  
GOVERNOR

January 1, 2001

Ms. Fran B. Adams  
 Chairman, Board of County Commissioners  
 Indian River County  
 1840 25<sup>th</sup> Street  
 Vero Beach, FL 32960

Dear Ms. Adams:

It is my pleasure to inform you that Indian River County has been approved by the Office of Tourism, Trade, and Economic Development (OTTED) for certification as a Facility for a Retained Spring Training Franchise in accordance with Section 288.1162, Florida Statutes.

We received a total of seven applications, each thoroughly evaluated by an OTTED-led review panel. From this evaluation, five applications, to include that submitted by your community, were approved for certification. On whole, I am told the panel was quite impressed with the quality and comprehensiveness of all of the applications submitted for consideration.

Please find enclosed an official certification. This letter, along with the signed certification, serves as notice that Indian River County is hereby certified as a Facility for a Retained Spring Training Franchise and, thus, eligible to receive specified funds pursuant to Section 212.20, Florida Statutes.

If you have any questions regarding this certification, please feel free to contact Ms. Jean Hartman, Senior Attorney for OTTED at (850) 487-2568, or Mr. Marshall Stranburg, Chief Assistant General Counsel, General Tax Administration within the Florida Department of Revenue at (850) 488-0712.

I offer you my sincere congratulations on this certification, and wish you much continued success on your spring training endeavors.

Sincerely,

 A handwritten signature in black ink, appearing to read "Pamela J. Dana".
 

Pamela J. Dana  
 Director

Office of Tourism, Trade, and Economic Development

cc: Jean Hartman, Senior Attorney  
 Larry Pendleton, President, Florida Sports Foundation  
 Marshall Stranburg, Chief Assistant General Counsel, Department of Revenue

 A logo consisting of a stylized figure with arms raised, next to the text "Governor's Mentoring Initiative" and "BE A MENTOR. BE A BIG HELP."
 

Governor's Mentoring Initiative  
 BE A MENTOR. BE A BIG HELP.



## CERTIFICATION

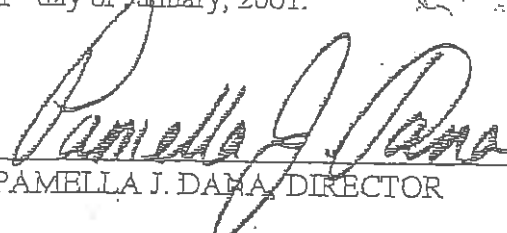
WHEREAS, the Office of Tourism, Trade, and Economic Development is authorized pursuant to Section 288.1162, Florida Statutes, to certify applicants as a Facility for a Retained Spring Training Franchise; and

WHEREAS, the Office of Tourism, Trade, and Economic Development has received and reviewed the application from Indian River County; and

WHEREAS, the Office of Tourism, Trade, and Economic Development has evaluated the application, and has found that the application complies with the requirements of Section 288.1162, Florida Statutes, and that the applicant should be certified.

NOW, THEREFORE, I, Pamela Dana, as Director of the Office of Tourism, Trade, and Economic Development, by virtue of the authority vested in me by the State of Florida, do hereby certify Indian River County as a Facility for a Retained Spring Training Franchise, effective immediately, pursuant to Section 288.1162, Florida Statutes.

IN TESTIMONY WHEREOF, I have  
hereunder set my hand to be affixed at  
Tallahassee, 2001 The Capitol, on the  
1<sup>st</sup> day of January, 2001.

  
PAMELLA J. DANA, DIRECTOR



## Event Economic Impact Report

**Event Name** Historic Dodgertown Spring Training Combined  
**Event Date** January 15, 2018 - April 30, 2018

Estimates for average daily spending are provided by the Florida Sports Foundation.

**Total Expected Adult Participants:**

**Overnight** 1,062 **Total Expected Youth Participants: Overnight** 2,574  
**Total Expected Adult Spectators:**  
**Overnight** 1,887 **Total Expected Youth Spectators: Overnight** 973

	Number		Avg. # Nights in Hotel		Avg. Spending		Economic Impact	
Adult Participants	1,062	X	6	X	\$155.90	=	\$ 993,394.80	
Adult Spectators	1,887	X	6	X	\$155.90	=	\$ 1,765,099.80	
Youth Participants	2,574	X	6	X	\$77.95	=	\$ 1,203,859.80	
Youth Spectators	973	X	6	X	\$77.95	=	\$ 455,072.10	
<b>Projected Economic Impact</b>								<b>\$ 4,417,426.50</b>

**Total Expected Adult Participants:**

**Local/Drive-in** 0 **Total Expected Youth Participants: Local/Drive-in** 0  
**Total Expected Adult Spectators: Local/Drive-in** 0 **Total Expected Youth Spectators: Local/Drive-in** 0

	Number		Avg. # Days Participating		Avg. Spending		Economic Impact	
Adult Participants	0	X	6	X	\$125.00	=	\$ -	
Adult Spectators	0	X	6	X	\$125.00	=	\$ -	
Youth Participants	0	X	6	X	\$63.00	=	\$ -	
Youth Spectators	0	X	6	X	\$63.00	=	\$ -	
<b>Projected Economic Impact</b>								<b>\$ -</b>

**Total Direct Economic Impact** \$ 4,417,426.50  
**Total Output Impact** \$ 7,642,147.85

**Total Room Nights** 12,904 **IRC** 12,869 **MC**                      **SLC** 35  
**Total No. of Teams** 143  
**Total Participants** 6496 **Total Athletes & Coaches** 3636

Grant Requested	\$20,000
Grant Awarded	
Approved	

[For Internal Use Only]



### **Economic Impact and Facts on Historic Dodgertown**

Historic Dodgertown (HDT) is a multi-sport, full service, venue for all ages across the globe generating thousands of hotel room nights and millions of dollars in economic impact for Indian River County. Over two months annually, 140 plus teams with an average length of stay of 6 nights, converge on HDT to participate in its Spring Training for Colleges and High Schools. This program alone tracked 12,904 room nights with an economic impact of \$4,417,426.50 (economic impact report attached). Some additional HDT facts and hosted events are below.

- HDT hosts several national and international organizations competing in a variety of sports.
- HDT hosts the Korean Professional Baseball Team (sixth consecutive year).
- Over a span of 6 weeks annually, Minor League Baseball (MiLB) host its Umpire Training Academy at HDT. This academy generates 3,310 trackable room nights.
- HDT partners with Major League Baseball (MLB) to provide the Elite Developmental Invitational (18 days in length). This invitational brings underprivileged kids to HDT for a chance to collaborate and learn from MLB Players and Executives.
- HDT plays host to two Canadian Football League Teams for Mini-Camp.

# **TREASURE COAST**

## **SPORTS COMMISSION**

- **HDT hosted the inaugural season for Your Call Football, spanning over six weeks generating 2,900 room nights.**
- **HDT is the training location for the Beijing Eagles, China National Softball program. Spanning over 20 weeks, they train and stay at HDT, generating over 4,100 room nights.**
- **HDT is a State of Florida Heritage Landmark.**
- **Yearly, HDT hosts the Jackie Robinson Celebration Game for the Florida State League with an average attendance of 6,000 fans.**
- **HDT hosts over 3,000 games/practice on a yearly basis.**
- **HDT employs 27 full-time and 90 part-time staff members totaling an annual gross payroll of \$1,813,308.**

Study of Tourist Behaviors and  
Economic Impact of Tourism  
in Indian River County

*Prepared for*  
Indian River County Chamber of Commerce

*Prepared by*  
Lori Pennington-Gray, Ph.D.  
&  
Stephen Holland, Ph.D.

Center for Tourism Research & Development  
Department of Recreation, Parks & Tourism  
PO Box 118209  
Gainesville, FL 32611-8209  
352-392-4042 x1318 or x1313  
[www.hhp.ufl.edu](http://www.hhp.ufl.edu)

December, 2001

## Introduction

The following objectives set the parameters for this study:

### Primary Objectives

- Objective 1: To determine the overall impact of tourism in Indian River County during three seasons (Winter, Spring and Summer).
- Objective 2: To assess current county tourism characteristics during three seasons and provide recommendations for the future based on demographic and travel-related trends.
- Objective 3: To assess tourists' satisfaction levels with Indian River County at different times throughout the year.

### Secondary Objective

- Objective 1: To assess different market segments based on trip purpose and provide recommendations for the future based on these findings and travel trends.

### Methods for Collecting Data

The respondents included tourists who visited one of thirteen sites in Indian River County. Surveying began on January 15, 2001 and continued until October 1, 2001. During the research phase, each of the sites were visited at least twice. Contact with visitors was made by independent interviewers hired by PMR, Inc., Gainesville, FL.

Interviewers worked in either teams of two or as an individual. They were instructed to approach every fifth person, alternating males and females. A quota was established for each site and season. Quotas ranged from 15 to 50 completed surveys. Business and leisure visitors who traveled from outside the county were included in the sample. The intercept interview was an eight page questionnaire that was administered through a personal interview.

A map of the county was provided ensuring accuracy of respondents answers regarding spending in the area.

Six-hundred surveys were completed.



## Executive Summary

1. The most frequently used accommodations were commercial accommodations (59%) and staying with friends or relatives (25%). Within commercial accommodations, mobile homes and campgrounds accounted for about 4% of the accommodations used by visitors.
2. Approximately 80% of the visitors were repeat visitors to Indian River County.
3. Approximately 60% of the visitors visited Indian River County 1 to 4 times in the previous 12 months.
4. Primary destinations for these travelers were a local resort or inn (20%), Prime Outlet (15%), festivals/events (12%), the beach (11%), the Dodger's (10%), Sebastian Inlet (8%) and visiting friend's or relative's home (7%); all other destinations accounted for less than 6% each.
5. Primary reasons for visiting the county were: the beach/outdoor recreation (25%), visiting friends or relatives (23%), festivals/events (14%), shopping (11%), business trip (5%) and Dodger's game (5%).
6. Activities included: visiting the beach (69%), shopping (53%), attending a festival (30%), visiting a community or city park (28%), swimming in a pool (26%), and attending a Dodger's game (20%).
7. The highest rated satisfaction factors were: friendliness of the people with a 95% satisfaction rating, quality of the beaches with a 95% satisfaction rating, good overall value for money spent with a 93% satisfaction rating, variety of things to do with an 84% satisfaction rating, quality of lodging with a 82% satisfaction rating, and quality of restaurants with a 82% satisfaction rating. There were no activities with a greater than 13% dissatisfaction rating.
8. The return potential was high with 80% of the visitors indicating that it was very likely that they would return and 18% saying it was somewhat likely. Only about 1% said it was unlikely that they would return.
9. The characteristics most agreed with about Indian River county were that the county has: good climate and weather, relaxing atmosphere, attractive scenery, beautiful greenery and parks, accessible roads to attractions, good sporting events, good shopping centers and facilities, restaurants, festivals/events and a good variety of accommodations and recreational activities.
10. Most visitors to Indian River County were from other counties in Florida rather than from out of state.
11. The "typical" visitor to Indian River County had incomes over \$50,000 annually, had a bachelors degree or higher as an educational background and were employed full time (60%) or retired (30%). The sampled visitors were about equally female and male, about half were under 50 years of age and about 70% had no dependent children living at home.
12. Slightly more than half (57%) of the sampled visitors were traveling in groups of two, 16% were solo travelers, about 6% in groups of 6 or more and 21% in groups from 3 to 5.
13. About 37% were day visitors, 25% were 1 or two night visitors, 22% spent 4-7 nights and 15% stayed more than 7 nights. The median stay was 4 nights and the most frequent stay was as a day visitor or, for overnighters, two nights.

## Conclusions

There are a few main conclusions that have come out of this study. They will be presented in the following areas:

- Primary market segment(s)
- Economic impact

### Primary Market Segments

#### *Primary Purpose of Trip*

1. Visiting Friends and Relatives (VFR) are the first largest market segment, they spend the most (\$539.05/trip) and participate in the most amount of activities in the county (average 4.3 activities). Half of the VFR segment stay in private residences, while half stay in commercial accommodations. VFRs are most likely to be first time visitors and are highly satisfied with tourism opportunities in the county
2. Outdoor recreationists are the second largest market segment, but spend the third greatest amount of money (\$277.10) and they participate in an average of 3.6 activities each trip. They tend to stay in commercial accommodations. Typically, they are younger, employed full time and usually Florida residents.
3. Festival and event visitors are the third largest segment, they spend \$276.73 per trip and come to Indian River County an average of 19 times each year. Typically, they are in-state residents, spend moderate amounts of money and stay in commercial accommodations one third of the time. They also stay in condos or apartments more frequently than other segments.
4. Beach visitors are the fourth largest segment but they spend the second largest amount of money, they tend to stay in resorts for approximately one week, are middle income families from both Florida and out-of-state and participate in the second greatest number of activities while in the community.
5. The shopping visitor is typically a Florida resident, who is loyal to the area (most frequent number of previous visits) stays in commercial accommodations, spends the least amount of money, participates in the fewest number of activities and has the lowest satisfaction scores.

#### *Day trippers vs. Overnighters*

1. Day trippers spend 1/5th the amount that overnight visitors do.
2. Day trippers come an average of 21 times a year and spend \$108 each time for a total of \$2,268.
3. Day trippers participate in half the activities in the county as that of overnight visitors.
4. Day trippers tend to be Florida residents and coming to the county to attend a festival or event or shopping.
5. Although day trippers do not contribute to the "bed tax" - they are still a substantial segment to tourism in IRC.

#### *Repeat Visitors vs. First timers*

1. Repeat visitors stay longer but spend less. They tend to be Florida residents, stay in commercial accommodations, stay short number of nights, and spend almost half as much as first timers. However, this segment also comes to the county approximately 13 times each year. Therefore, this is a substantial segment. Over a year they spend on average \$4,958.
2. First time visitors spend more money on a single trip although they stay a shorter amount of time and only visit once a year.

### *Florida Residents vs. Out-of-State residents*

1. Florida residents are the larger of the two markets, they tend to visit on average 19 times a year for attending festivals/events, shopping and outdoor recreation. They spend about 1/6th as much as out-of-state residents on each trip (\$191.67), but due to the frequency of travel to the county, their overall spending is much greater at \$3,641.67. Florida residents who visit Indian River County tend to be retired with high incomes.
2. Out-of-state residents are a slightly smaller market, yet they spend more money per trip than Florida residents (\$632.91). Although it is only once a year, it is still a substantial amount. This market tends to participate in more activities per trip and be more satisfied overall with their vacation.

### *Likely to Return vs. Unsure or Not Likely to Return Visitor*

1. Those who are highly likely to return are more likely to be Florida residents, participate in an average of 3.5 activities per trip, stay in a variety of commercial accommodations, visit purpose is to shop, participate in outdoor recreation and visit a festival or event. This market is somewhat older, with moderate income levels, and employed full time. This market visits the county an average of 13 times a year. They are extremely loyal visitors.
2. Those who indicated that they were unsure or not likely to return tended to be out-of-state visitors, typically employed full time or retired, with high income levels. They tend to spend similarly to those likely to return, but only come an average of three times a year. This market is slightly more satisfied with aspects of the county and tend to have come to the county to visit friends and relatives or go to the beach.

### **Economic Impact**

**Observation:** Local impact is enhanced by tourist's participation in more than just one primary attraction or event. Claims of high local impact are enhanced by evidence that tourists also attend attractions and events, stay in local hotels, and eat in local restaurants. The more events or attractions that the tourist participates in during their visit, the more economic impact they tend to have on the community.

1. Based on reported actual expenditures at the time the visitors were interviewed, and extrapolating to an estimated 554,000 visitors a year, it is estimated that about \$120 million of added value occurred to Indian River County, attributable to tourists. This accounts for an estimated 3,513 jobs.
2. Based on reported estimated expenditures that the visitors expected to spend on their trip, and extrapolating to an estimated 554,000 visitors a year, it is estimated that about \$154.4 million of added value occurred to Indian River county, attributable to tourists. This accounts for an estimated 4,540 jobs.

Table 1. Output, employment and value added impacts of tourism in Indian River County using actual and anticipated tourism expenditures, 2001:

Impact Measure:	Direct Impacts	Indirect Impacts	Induced Impacts	Total Impacts
	<u>Actual Tourism Expenditures</u>			
Output (\$1,000)	97,884.9	15,631.8	62,129.8	175,646.6
Employment (Jobs)	2,361	223	928	3,513
Value Added (\$1,000)	68,637.3	9,609.7	41,650.5	119,897.5
	<u>Anticipated Tourism Expenditures</u>			
Output (\$1,000)	125,522.7	20,298.3	80,239.9	226,060.9
Employment (Jobs)	3,058	283	1,199	4,540
Value Added (\$1,000)	88,161.7	12,449.5	53,809.3	154,420.5

### Recommendations

**Observation:** Indian River County has a large number of repeat visitors (~80%). This is a positive indicator since only those satisfied with a destination tend to return to it. It is usually much easier to get a visitor to come back, than it is to attract new visitor. Indian River County seems to have accomplished this loyalty challenge. A likely partial explanation for the tourist loyalty is the ~23% who are visiting friends or relatives and the perception of high quality outdoor areas (beaches, parks, the inlet, fishing areas, etc.) and attractive festivals/events.

1. While growth occurs in the repeat-visitor realm, it is also important to attract new visitors. From the feedback gleaned from this study, it appears that one opportunity exists to promote in the in-Florida market. We recommend a promotional campaign targeted to those markets located in the more congested, developed and generally less pristine counties of South Florida and perhaps from the cities of Brevard county to the north. The campaign could encourage the opportunity to escape to (Indian River County) a quieter, coastal scenic area where you can enjoy walking on the beach, fishing, swimming and relaxing. Concentrate on factors where previous visitors report high satisfaction and 98% say they are likely to return. Also highlight Indian River County as an attractive alternative for potential tourists who are from more congested areas.
2. Given the probability that new visitors introduced to Indian River County will return, incentives to "discover" the area should be offered. We recommend *packaged get-away weekends* combining accommodations and events such as Dodgers games or other sports events, fishing or shopping day itineraries; and "try retirement" for two or three days in Indian River County (since half the existing tourist market is 50+

years old) as another possible idea. We also recommend that the Chamber of Commerce continue to advertise in FLA-USA, Inc.'s promotional brochures. In addition, continued advertising in South Florida regional magazines or travel sections of newspapers with some of these promotional themes would continue to generate awareness of the area, and present alternatives for weekend, holiday weekend or week long regional travelers.

3. Given the scenic and somewhat unique natural appeal of Indian River County, and the high satisfaction scores attributed to outdoor water-based recreation assets, there is opportunity for partnerships with other agencies or organizations and/or government such as the Florida Park Service. We recommend combining activities such as "take a kid fishing" or "family fishing/birdwatching/beach-combing," with workshops or seminars on beach or inlet fishing techniques, and maritime equipment shows could attract interest from new visitors. Events like this could be scheduled during Dodger's spring training season when sports/outdoor writers could help attract new prospects.

It is important that new visitors know how to locate public beach access, boat ramps and parking areas. Good signage will facilitate this and proactively reduce frustration among coastal visitors.

Additional promotion and advertising to attract golfers and their companions might be effective. It is likely that the combination of attending festivals/events, fishing, golfing and perhaps a Dodger's game, would be a highly attractive package, either for specific tourists interested in all or part of a package that could appeal to multiple members of a travel party.

4. Examining the visitors who said they were unsure or not likely to return revealed a potential market segment to grow the numbers of younger visitors. This market complained that there were not enough sit-down restaurants, that the area was too quiet and that there were not enough activities or nightlife.

ATTACHMENT #6

RESOLUTION NO. 2009-072

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA PROVIDING FOR THE APPROVAL OF THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY LEASE AGREEMENT, CAPITAL RESERVE ACCOUNT AGREEMENT, GUARANTY AGREEMENT, AND ESTOPPEL CERTIFICATE IN CONNECTION WITH THE LEASING OF CERTAIN REAL PROPERTY KNOWN AS DODGERTOWN; AUTHORIZING OTHER REQUIRED ACTIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, County Home Rule Ordinance No. 77-19, enacted August 3, 1977 and effective August 9, 1977, as amended, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that

A. The County is the owner of a retained spring training facility (the "Facility") commonly known as "Dodgertown", which Facility is not presently leased or operated by a major league baseball team.

B. The County is desirous of leasing the Facility to Minor League Baseball for operation by Minor League Baseball of the Facility for the promotion of baseball and non-baseball sporting events and sports related activities, promotion of playing baseball internationally, and holding meetings and conferences at the Facility.

C. Minor League Baseball will promote the Facility and Indian River County as a tourist destination as part of its national advertising and promotional activities, which advertising and promotion programs will constitute expenditures qualifying for the use of tourist development tax receipts levied by the County pursuant to Section 125.0405, Florida Statutes.

SECTION 3. APPROVAL OF THE FACILITY LEASE AGREEMENT. The Facility Lease Agreement in substantially the form attached hereto as Exhibit A is hereby approved and the Chairman or Vice-Chairman and the Clerk are hereby authorized and directed to execute and deliver the Facility Lease Agreement on behalf of and in the name of the County, with such additional changes, insertions and omissions therein as may be otherwise made and approved by

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
J.K. BARTON, CLERK

**Lee County  
(Minnesota Twins)**

# Section 1

## Most Recent Annual Audit

---

The Comprehensive Annual Financial Report (CAFR) is the audited financial statements for Lee County, including Board of County Commissioners, Clerk of Courts, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

The hard-copy report submitted to the Florida Department of Economic Opportunity includes the full CAFR. For purposes of this digital transmission, we provide a link to the document [here](#).



# Comprehensive Annual Financial Report



Lee County, Florida

Fiscal Year Ended September 30, 2017



Lee County, Florida

# Comprehensive Annual Financial Report

For the  
Fiscal Year Ended September 30, 2017



Prepared by:  
General Accounting Office, Finance & Records Department

Clerk to Board of County Commissioners

Linda Doggett

Lee County, Florida  
PRINCIPAL OFFICIALS  
As of September 30, 2017

*Elected Officials*

Board of County Commissioners, Port Commissioners:

Commissioner, District 1 .....	John Manning	* **
Commissioner, District 2 .....	Cecil Pendergrass	
Commissioner, District 3 .....	Larry Kiker	
Commissioner, District 4 .....	Brian Hamman	
Commissioner, District 5 .....	Frank Mann	

*Appointed Officials*

County Manager .....	Roger Desjarlais
County Attorney .....	Richard Wm. Wesch
Executive Director, Port Authority .....	Jeff A. Mulder
Hearing Examiner(s) .....	Donna Marie Collins Laura Belflower

\* Chairman for Board of County Commissioners

\*\* Chairman for Board of Port Commissioners

Photographs provided by Ed Clement Photographic Services, Inc., Lee County Public Resources, Lee County Visitor & Convention Bureau, Lee County Port Authority, Lee County Water & Wastewater System, Lee County Solid Waste System, Lee County Transportation Facilities, and Lee County Transit.

Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Introductory Section*

	PAGE
Letter of Transmittal .....	2
Organizational Charts .....	9
Government Finance Officers Association Certificate of Achievement .....	11

*Financial Section*

Independent Auditors' Report .....	14
Management's Discussion and Analysis (unaudited) .....	17

*Basic Financial Statements*

Government-Wide Financial Statements

Statement of Net Position .....	30
Statement of Activities .....	33

Fund Financial Statements

Governmental Fund Financial Statements

Balance Sheet- Governmental Funds.....	34
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position.....	35
Statement of Revenues, Expenditures, and Changes in Fund Balances- Governmental Funds.....	36
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	37
Statement of Revenues, Expenditures, and Changes in Fund Balance- Budget (Non-GAAP Budgetary Basis) and Actual- General Fund.....	38

Proprietary Fund Financial Statements

Statement of Net Position- Proprietary Funds .....	39
Statement of Revenues, Expenses, and Changes in Net Position- Proprietary Funds .....	42
Statement of Cash Flows- Proprietary Funds .....	44

Fiduciary Fund Statements

Statement of Fiduciary Net Position- Agency Funds .....	46
---	----

Notes to the Financial Statements .....	48
---	----

*Required Supplementary Information*

Other Postemployment Benefits Plans (unaudited) - Schedule of Total OPEB liability - Group Health Program for Lee County Plan and Lee County Sheriff Health Care Plan.....	98
Florida Retirement System Pension Plan - Schedule of the County's Proportionate Share of the Net Pension Liability and Schedule of the County Contributions.....	99
Retiree Health Insurance Subsidy Program - Schedule of the County's Proportionate Share of the Net Pension Liability and Schedule of the County Contributions.....	100

Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Supplemental Financial Information*

	PAGE
<b>General Fund Combining Schedules</b>	
Balance Sheet .....	104
Schedule of Revenues, Expenditures, and Changes in Fund Balances .....	106
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual.....	108
<b>Non-Major Governmental Funds Combining Statements and Schedules</b>	
Non-Major Governmental Fund Descriptions .....	112
Balance Sheet .....	115
Statement of Revenues, Expenditures, and Changes in Fund Balances .....	125
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual- Special Revenue Funds .....	135
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual- Debt Service Funds .....	142
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual- Capital Projects Funds .....	145
<b>Enterprise Funds Combining Schedule</b>	
Enterprise Fund Descriptions .....	150
Schedule of Revenues, Expenses, and Changes in Net Position- Budget (Non-GAAP Budgetary Basis) and Actual with Reconciliation to GAAP.....	151
<b>Internal Service Funds Combining Statements and Schedule</b>	
Internal Service Fund Descriptions .....	154
Statement of Net Position .....	155
Statement of Revenues, Expenses, and Changes in Net Position .....	157
Statement of Cash Flows .....	158
Schedule of Revenues, Expenses, and Changes in Net Position- Budget (Non-GAAP Budgetary Basis) and Actual with Reconciliation to GAAP.....	160
<b>Agency Funds Combining Statements</b>	
Agency Fund Descriptions .....	164
Statement of Fiduciary Net Position- Agency Funds.....	165
Statement of Changes in Assets and Liabilities- Agency Funds.....	168

Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Statistical Section*  
 (unaudited)

	PAGE
Statistical Section Descriptions .....	172
Schedule 1- Net Position.....	173
Schedule 2- Changes in Net Position.....	174
Schedule 3- Fund Balances of Governmental Funds.....	176
Schedule 4- Changes in Fund Balances of Governmental Funds.....	177
Schedule 5- Assessed Value and Estimated Actual Value of Taxable Property.....	178
Schedule 6- Property Tax Rates- Direct and Overlapping Governments.....	179
Schedule 7- Principal Property Taxpayers.....	180
Schedule 8- Property Tax Levies and Collections.....	181
Schedule 9- Ratio of Outstanding Debt by Type.....	182
Schedule 10- Pledged Revenue Bond Coverage.....	183
Schedule 11- Demographic and Economic Statistics.....	185
Schedule 12- Principal Employers.....	186
Schedule 13- Government Employees by Function/Program.....	187
Schedule 14- Operating Indicators by Function/Program.....	188
Schedule 15- Capital Asset Statistics by Function.....	189

*Other Supplemental Information*  
 (unaudited)

Tourist Development Tax Revenue Bonds- Historical Tourist Development Tax Revenues, Gross Revenues and State Funds and Pro Forma Debt Service Coverage .....	192
Tourist Development Tax Revenue Bonds- Statement of Historical Collections and Distributions of the General Sales and Use Tax.....	193
Non-Ad Valorem Revenue Bonds- Historical Major Sources of Non-Ad Valorem Revenues.....	194
Non-Ad Valorem Revenue Bonds- Statement of Revenues, Expenditures, and Changes in Fund Balances- Total Governmental Funds.....	195
Local Option Gas Tax Bonds- Gas Tax Revenues and Number of Taxable Gallons Sold, Five Cent Local Option Gas Tax Debt Service Coverage, and Allocation of Gas Tax Revenues.....	196
Lee County Water and Wastewater Systems- Monthly Water Rates .....	197
Lee County Water and Wastewater Systems- Water Restriction Surcharge Adjustment .....	197
Lee County Water and Wastewater Systems- Monthly Wastewater Rates .....	198
Lee County Water and Wastewater Systems- Connection Fees .....	198
Lee County Water and Wastewater Systems- Water Meter Installation and Service Connection Fees.....	198
Lee County Water and Wastewater Systems- Historical Revenues, Expenses and Debt Service Coverage .....	199
Lee County Water and Wastewater Systems- Customer Statistics.....	200
Lee County Water and Wastewater Systems- County System Top Ten Retail Utility Customers.....	201
Lee County Solid Waste System- System Historical Operating Results and Indenture Rate Covenant Compliance.....	202
Lee County Solid Waste System-Summary of Historical Charges .....	203

Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Other Supplemental Information (continued)*  
 (unaudited)

	PAGE
Lee County Solid Waste System- Summary of Historical Inbound Waste Deliveries (Tons) by Type of Waste.....	204
Lee County Solid Waste System- Summary of Historical Waste-to-Energy (WTE) Processing Statistics.....	205
Lee County Transportation Facilities- Toll Rates .....	206
Lee County Transportation Facilities- Variable Pricing Program .....	208
Lee County Transportation Facilities- Traffic, Revenues and Expenses by Bridge.....	209
Lee County Transportation Facilities- Revenues, Operating Expenses, and Debt Service Coverage .....	210
Lee County Port Authority- Airlines Serving the Airport.....	211
Lee County Port Authority- Airport Enplanements October 2016 - September 2017.....	212
Lee County Port Authority- Historical Enplanements by Carrier Type.....	212
Lee County Port Authority- Historical Landed Weight by Airline.....	213
Lee County Port Authority- Historical Enplanements by Airline.....	213
Lee County Port Authority- Primary Domestic Origin & Destination Passenger Markets.....	214
Lee County Port Authority- Historical Aircraft Operations.....	215
Lee County Port Authority- Historical Statement of Net Revenues.....	216



# Introductory Section



February 28, 2018

To the Citizens of Lee County:

We are pleased to present to you the accompanying Comprehensive Annual Financial Report of Lee County (the County) for the fiscal year ended September 30, 2017. State law requires that a complete set of financial statements, presented in conformance with generally accepted accounting principles (GAAP), audited by licensed independent certified public accountants be released to the public within nine months of the fiscal year end. This report is being issued in fulfillment of these statutory requirements.

Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Clerk of Circuit Court as Chief Financial Officer of the County. We believe the data, as presented, is accurate in all material respects, that it is presented in a manner designed to fairly set forth the financial position and the results of operations of the County, and that all disclosures necessary to enable the reader to obtain a comprehensive understanding of the County's financial activity have been included.

### *Internal Controls*

The County has established a comprehensive internal control framework that is designed to provide reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and ensure that the financial records for preparing financial statements and maintaining accountability for assets are reliable. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework. We believe that the County's internal controls adequately safeguard assets and provide reasonable assurance of properly recorded financial transactions.

### *Independent Audit*

In compliance with the laws of the State of Florida the County's financial statements have been audited by CliftonLarsonAllen LLP, a firm of licensed independent certified public accountants. The audit was performed to provide reasonable assurance that the financial statements for the fiscal year ended September 30, 2017, are free of material misstatement. The audit involved performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements; evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management; as well as evaluating the overall financial statement presentation. The independent auditor issued an unmodified opinion on the County's financial statements for the fiscal year ended September 30, 2017. The Independent Auditors' Report is presented in the Financial Section of this report. Governmental accounting and auditing principles require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). The Management's Discussion & Analysis (pages 17-27) can be found in the Financial Section immediately following the Independent Auditors' Report and should be read in conjunction with this transmittal letter.

## County Structure and Services

Lee County was founded in 1887 and named in honor of General Robert E. Lee. The County is located on the Gulf of Mexico in the southwestern portion of Florida and encompasses approximately 811 square miles, including several small islands in the Gulf of Mexico. Four incorporated municipalities are located on the mainland: Fort Myers (one of two county seats), Estero, Bonita Springs, and Cape Coral (second county seat). The Town of Fort Myers Beach is located on Estero Island and the City of Sanibel is situated on Sanibel Island. The unincorporated communities include Lehigh Acres, North Fort Myers, Tice, Alva, Matlacha, Bokeelia, St. James City, and Captiva Island. Lee County's climate can be classified as subtropical with temperatures averaging from 66 degrees (F) in winter to 83 degrees (F) in summer.



Lee County is home to one of the fastest-growing populations in the nation and that trend looks to continue. With almost 24 percent of its residents age 65 and older, the County is well known as a retirement destination. Lee County's population grew by approximately 12 percent between 2010 and 2017, and is projected to have a population of 1,081,687 by 2045. The Bureau of Economic and Business Research projects a 48 percent increase in Lee County's 25 to 54 age group by 2040. The estimated population in 2017 is 698,468.

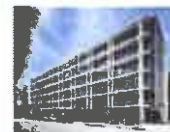


## County Services and Reporting Entity

The County provides its citizens with a wide range of services that include law enforcement, human and community assistance-related services, civil and criminal justice system services, road and bridge maintenance, park operation, library services, economic and physical environment, as well as other general and administrative support services. In addition, airport facilities, transit system, water and wastewater system, toll bridge facilities, and a waste-to-energy facility are provided under an enterprise concept with user charges set by the Board of County Commissioners.



The Board of County Commissioners (the Board) is the legislative body for the County, having the responsibility of budgeting and providing all the funding used by the various County departments and the separate Constitutional Officers, with the exception of fees collected by the Clerk of Circuit Court, Property Appraiser, and Tax Collector. Under the direction of the Clerk of Circuit Court, the Finance & Records Department maintains the accounting system for the Board's operations. The other Constitutional Officers maintain their own accounting systems. For purposes of this report the operations of the County as a whole, including all Constitutional Officers, have been presented.



In addition to the divisions of the Board and the Constitutional Officers, the Lee County Port Authority, a blended component unit, is included in the Comprehensive Annual Financial Report.

## Budgetary Controls

The adopted budget is controlled in accordance with Chapter 129, *Florida Statutes*, and a formal budget policy which is incorporated into the County's Administrative Code. The Assistant County Manager, on behalf of the County Manager, is responsible for the preparation of the Board's budget. The legally adopted total appropriation for a fund may only be changed by resolution of the Board. Full authority to transfer budgetary amounts other than these instances is delegated to the County Manager or the Assistant



County Manager. When the Board adopts the program budget it is integrated into the reporting system for management reporting purposes. Budget-to-actual comparisons are provided in the report for each fund for which an appropriated annual budget has been adopted. Original and final budgets for major governmental funds are also provided. The Constitutional Officers' budget control is retained at the fund level; the budgets of the Property Appraiser and Tax Collector are approved by the Florida Department of Revenue and those of the Clerk of the Circuit Court (excluding fees and court-related budgets), Sheriff, and Supervisor of Elections are approved by the Board. The court-related portion of the Clerk of Circuit Court's budget is determined by the State of Florida's legislature.

## *Financial Condition of the County*

### *Local Economy*

Lee County has long been a popular vacation and retirement spot with more than 50 miles of white sandy beaches that span from Gasparilla Island State Recreation Area to Barefoot Beach on Little Hickory Island. There are 18 miles of public parks on the beachfront and more than 100 public beach access points. Lee County contains more than 100 parks, beaches, wildlife refuges, including J.N. "Ding" Darling National Refuge on Sanibel Island; Lover's Key/Black Island State Park; Lakes Park; and Six Mile Cypress Slough. Lee County contains more than 90 golf courses and ranks fifth in the nation for hole-per-person ratio. Each year, thousands of fans flock to Lee County to watch spring training for the Boston Red Sox and Minnesota Twins. Although Lee County experiences year-round tourism, the number of tourists increases in winter as does the retiree population. The region also has a long history of attracting innovators, including the families of Henry Ford and Thomas Edison.



In Lee County, tourism employs one out of every five people. Approximately 4.8 million visitors arrive every year and generate \$3 billion in economic impact. The Lee County Visitor and Convention Bureau reported record-breaking tax collections for the seventh year in a row, collecting \$39.8 million in fiscal year 2017. The tourism figures provided by Lee County's Visitor and Convention Bureau for fiscal year 2017 showed that the number of visitors and spending by visitors remained steady year over year. One-fifth of paid accommodations visitors arrived from international markets. Passenger traffic at Southwest Florida International Airport ("SWFIA") reflected a 2.8 percent increase from the previous fiscal year. Southwest Florida International Airport served 8.8 million passengers in 2017 and continues to rank among the 50 busiest airports in the nation, according to the U.S. Department of Transportation.



With no personal income tax, Florida consistently ranks as one of the best places to do business, and Lee County businesses benefit from Florida's state tax structure. Florida's tax code is the fourth most competitive in the country according to a study released this year by the nonprofit group Tax Foundation. Cape Coral, Lee County's largest city, ranked as one of the best cities to start a business by WalletHub and as one of the best cities for future job growth in 2014 by Forbes. The County boasts numerous colleges, universities, and technical-vocational schools that produce talented graduates. Lee County is also home to a nationally recognized public school system.

### *Employment*



Lee County has become the coastal hub for business growth and talented workers. With the region's business incentives and quality of life, more companies have relocated to the area. From fashion icon Chico's, IT consulting and research company Gartner, and cancer care service provider 21<sup>st</sup> Century Oncology to a handful of companies that have relocated



to the region over the last couple of years like Fortune 500 car and rental giant Hertz, Universal Trailer Holdings Corp., and Camuto Group; companies across multiple sectors have chosen Lee County.

The County continues to see steady growth with an increase of 6 percent in the labor force year over year. The University of Florida's Bureau of Business and Economic Research projects a 19 percent increase in Lee County's labor force by 2023. The labor force at September 30, 2017, 2016, and 2015 was 324,737, 329,147, and 309,751, respectively. Employment in the County as of September 30, 2017, is estimated at 313,075.

Lee County's economy continues to strengthen. The unemployment rate continues to decline in Lee County and decreased from 4.7 percent in 2016 to 3.6 percent in 2017. The County's unemployment level is below Florida's rate of 3.8 percent and below the national rate of 4.2 percent.

According to the United States Department of Labor, Bureau of Labor Statistics, the non-agricultural employment for the Lee County Metropolitan Area was comprised of 21.0 percent in Trade, Transportation and Utilities, 16.5 percent in Government (Federal, State and Local), 14.8 percent in Leisure and Hospitality, 13.4 percent in Professional and Business Services, 11.2 percent in Education and Health Services, 9.7 percent in Mining, Logging, Construction and Manufacturing, and 13.4 percent in all other.

### *Economic Conditions*

The mainstays of the County's economy are tourism and retirement, and their associated services, such as health, trade, and other service-orientated industries. The County also has real estate development, agribusiness, high-tech manufacturing, corporate and regional headquarters, warehousing and distribution, and financial service industries.



Foreclosures filed in the County decreased, from 1,371 in fiscal year 2016 to 1,095 in fiscal year 2017, which represents a 20 percent decrease from prior year. According to the Florida Realtors, the median sales price of an existing single-family home for the Fort Myers-Cape Coral metropolitan area in September 2017 and 2016 was \$255,000 and \$225,000, respectively, which represents a 13.3 percent increase. The median price for existing condominiums remained stable in 2017. Active listings and sales remained steady during fiscal year 2017 until September when active listings and sales dropped. This shift was due to Hurricane Irma and the impact was felt across the state.



### *Current and Long-Term Capital Initiatives*

The County's Capital Improvement Program (CIP) consists of capital projects which reflect the County's infrastructure needs over a five-year time frame and include assets with long-term value such as buildings, roads, bridges, and parks.



*Significant capital projects and other initiatives completed in fiscal year 2017 include:*

- Expansion of the Terminal Access Road (TAR) at Southwest Florida International Airport (SWFIA) to six lanes for a total project cost of \$6.6 million.
- Construction of Segment One of Estero Boulevard improvements for a total project cost of \$10.0 million.
- Design and renovations to the fifth floor of the Justice Center Annex and juror room for a total project cost of \$4.7 million.

- Design and implementation of an Intelligent Transportation System that provides Computer Aided Dispatching (CAD), Automatic Vehicle Locating (AVL), and includes electronic signage and an information kiosk system for Lee Tran riders for a total project cost of \$2.1 million.
- Gateway Wastewater Treatment Plant (WWTP) rehabilitation and improvements for a total project cost of \$3.0 million.
- Olga Water Treatment Plant (WTP) chemical system improvements for a total project cost of \$4.9 million.
- Fiber optic upgrades to wellfields for a total project cost of \$3.9 million.

*Projects currently in progress include the following:*

- SWFIA Parallel Runway Site Preparation to include design of a 9,100 foot parallel runway, storm drainage system, environmental permitting and mitigation design for a total projected cost of \$258.9 million
- SWFIA recapitalization and optimization of the Baggage Handling System (BHS), required upgrades, technical advances, and replacement of the explosive detection system (EDS) in the BHS system for a total projected cost of \$12.4 million.
- SWFIA remediation of hazardous wildlife (Phase II) for a projected cost of \$10.6 million.
- Permitting, environmental approval, roadway, drainage, utility, landscaping, and signage for Skyplex Boulevard between Daniels Parkway and Chamberlin Parkway for a total projected cost of \$8.6 million.
- Continued design of a new Air Traffic Control Tower at SWFIA for a projected cost of \$62.3 million.
- Rehabilitation of Page Field's airfield pavement, taxiways, and associated runways for a total projected cost of \$24.1 million.
- Conceptual design of the expansion of the SWFIA terminal. Efforts include expanding security checkpoints and increasing concession areas for a total projected cost of \$110.7 million.
- Conceptual design of the SWFIA ticket counter and gate podium modernization. Efforts include modernization of passenger ticket counters, airline curbside and gate podiums for a total projected cost of \$5.8 million.
- Conceptual design of the RSW rehabilitation of airside pavements (taxiways and aircraft parking aprons) for a total projected cost of \$54.4 million.
- Design and construction of the Lee Transit Beach Park and Ride Transfer Center for a total projected cost of \$4.8 million.
- Land acquisition, design, and construction of the south area Transit/Multimodal transfer center for a total projected cost of \$7.0 million.
- Expansion of the Green Meadows Water Treatment Plant (WTP) and wellfield for a projected cost of \$78 million.
- Three Oaks Wastewater Treatment Plant (WWTP) improvements for a projected cost of \$29.6 million.
- US 41 water main replacements, from Old Gladiolus to North Airport Haul Road, for a projected cost of \$7.5 million.
- Design phase of Page Park waterline improvements for a projected cost of \$6 million.
- Pinewoods wellfield electrical and controls improvements for a projected cost of \$4.5 million.
- Automated meter reading system (AMI) for a projected cost of \$23.0 million.
- Design phase of the reclaim water and aquifer storage and recovery system for a projected cost of \$6.9 million.
- Design phase of the second deep injection well for the North Lee County WTP for a projected cost of \$5.4 million.
- Estero Boulevard force main relocation for a projected cost of \$18.6 million.
- Design phase of Alico Road water main relocations for a projected cost of \$4.1 million.
- Design phase of Operations Building Replacement for a total projected cost of \$18.0 million.
- Winkler Road water main improvements for a projected cost of \$2.3 million.

- Construction of the north segment of Burnt Store Road for a projected cost of \$16.5 million.
- Design phase of Alico Road widening project with a total projected cost of \$15.3 million.
- Construction of Homestead Road widening with a total projected cost of \$24.0 million.
- Design of improvements of Palomino Lane for a total projected cost of \$2.0 million.
- Construction of segment two of Estero Boulevard improvements for a total projected cost of \$10.0 million.
- Design of segments three through six of Estero Boulevard for a total projected cost of \$3.7 million.
- Design and land acquisition for Three Oaks North for a total projected cost of \$67.0 million.
- Preliminary design and environmental study for the Big Carlos Pass Bridge for a total projected cost of \$54 million.
- Joel Boulevard Park (Lehigh), an agro-ecotourism park, currently in the design phase. Improvements to include play elements, boardwalks, educational pavilion, and greenhouses for an estimated cost of \$1.5 million.
- Design and permitting phase for the Nalle Grade Stormwater Park for a projected cost of \$3.5 million.
- Fichter's Creek restoration in North Fort Myers for a total projected cost of \$1.8 million.
- Hendry Creek West Branch Improvements for a total projected cost of \$2.5 million.
- Deep Lagoon Hydrologic Restoration for a total projected cost of \$3.0 million.
- Design and construction of a 30,000 square foot community library in Bonita Springs for a projected cost of \$14.1 million.
- Design and construction of a 25,000 square foot community library in North Fort Myers for a projected cost of \$12.5 million.
- Design and reconstruct the Sanibel Causeway Island shoreline and repair the uplands areas for a projected cost of \$2.0 million.
- Design and construct additional ballfields at the Player Development Complex for a projected cost of \$8.0 million.

## *Cash Management and Investments*

The cash needs of the County are monitored daily and cash that is temporarily idle during the year is invested in accordance with the County's investment policy. The primary objective of the investment policy is the preservation of capital and the protection of investment principal.



*Investments during the year were:*

- Treasury bills and notes and government agencies and instrumentalities whose investments consist primarily of municipals and U.S. government obligations. At fiscal year-end the maturities of the investments ranged from twenty-one days to twenty months and interest earned ranged from 0.77 percent to 1.39 percent.
- The State Board of Administration's ("SBA") Local Government Surplus Funds Investment Pool Trust Fund operates an investment pool for local governments. The average yield for the pool for the fiscal year was 1.08 percent.
- Repurchase agreements with primary United States broker/dealer firms, reporting daily to the New York Federal Reserve Bank. All term repurchase agreements (except those held by the County's trustees) are collateralized by 101 to 105 percent with the collateral held in the County's name by a third-party safekeeping agent. The collateral is valued weekly. The County did not enter into any repurchase agreements in fiscal year 2017.

## Risk Management

The Board maintains self-insurance programs to administer insurance activities related to property and casualty, county-wide employee health and dental programs, general liability, and worker's compensation. The concept of the self-insurance programs is to allow the County to absorb losses up to a specific annual amount. Excess and other specific coverages are purchased from third-party carriers.

Funding for these programs is generated by charges to the operating departments based on management's annual estimates of claim loss funding and administration/operating costs. The Lee County Sheriff's Office does not participate in the County's insurance programs and maintains a separate self-insurance fund for their employee health and dental coverage. The Port Authority does not participate in the property and casualty self-insurance program.



## Awards and Acknowledgments

### Awards

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the County for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016. This was the 32nd consecutive year that the County has received this prestigious award. To be awarded a Certificate of Achievement, the County had to publish an easily readable and efficiently organized Comprehensive Annual Financial Report which satisfied both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe our current Comprehensive Annual Financial Report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.



### Acknowledgements

The preparation of the Comprehensive Annual Financial Report on a timely basis was made possible by the dedicated service of the entire staff of the Finance Department and the various managers and fiscal officers of the County Departments. The efforts of Finance's General Accounting staff, specifically, Tracy Schatzman, Rose Hardt, Pat Stokes, Shelby Smith, Kirk Knowles, and Angie Kershaw are especially noteworthy.

Respectfully submitted,



Linda Doggett  
Clerk of Circuit Court



Terry Mallow, CPA  
Chief Financial Control Officer

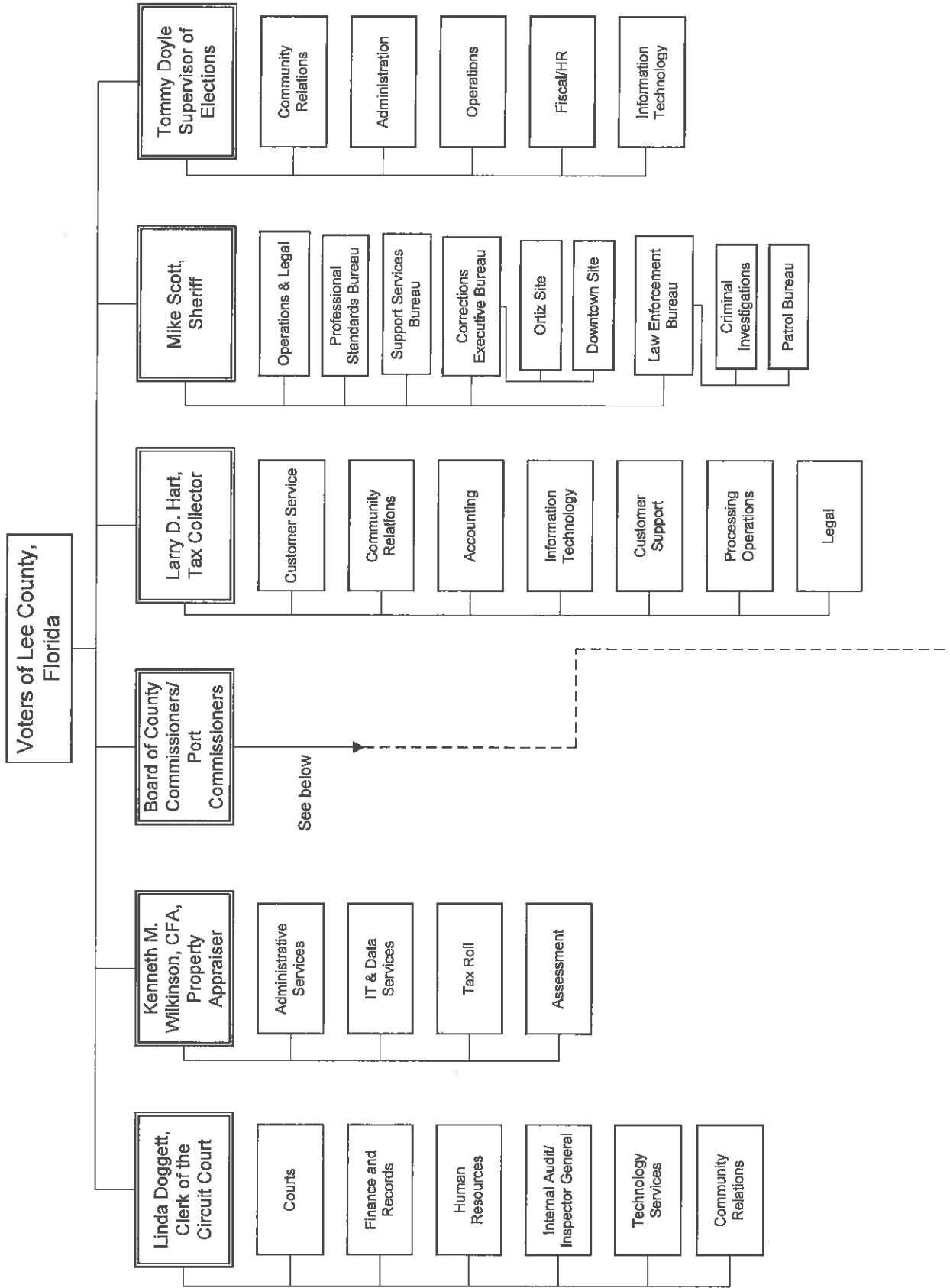


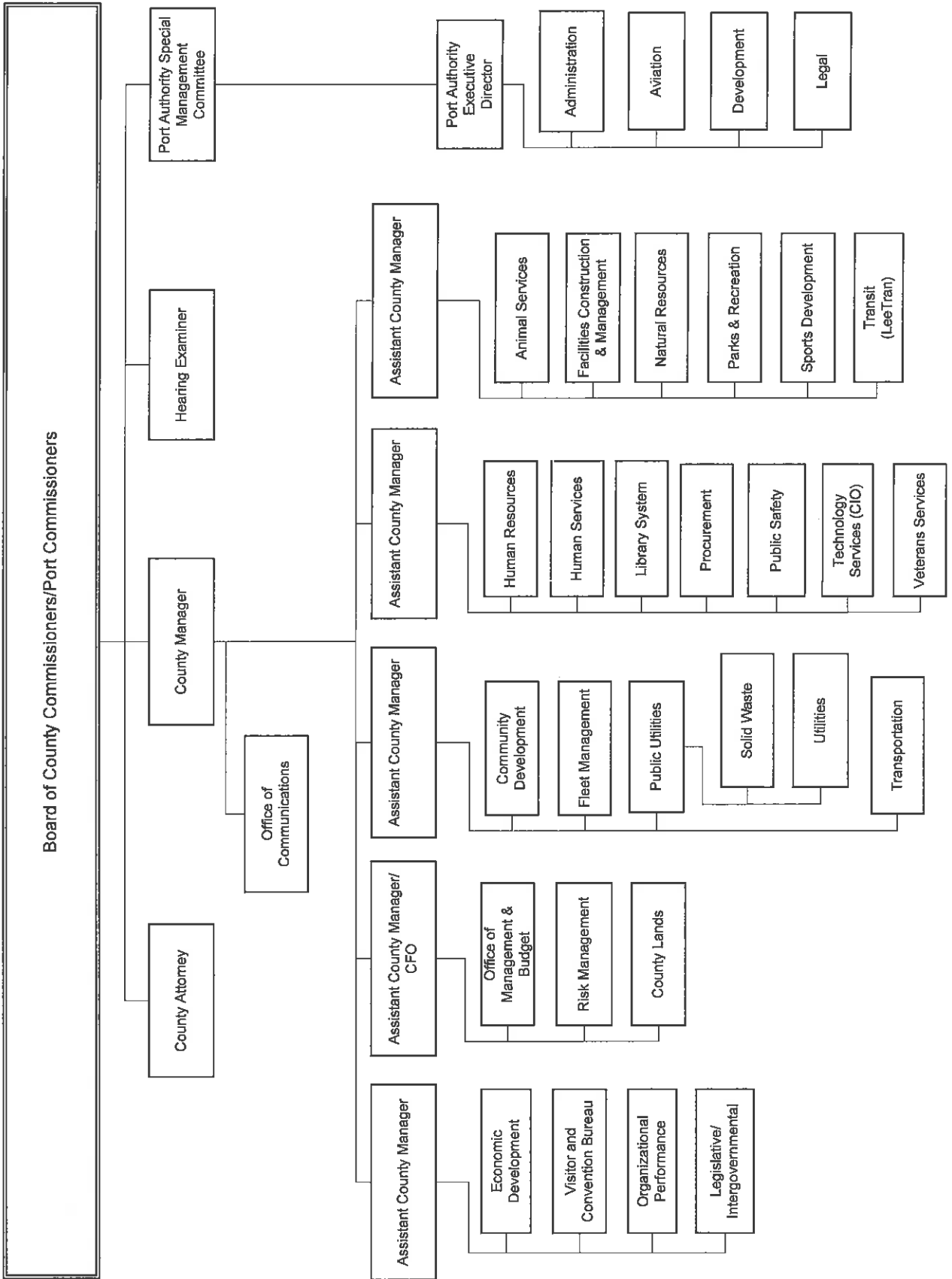
Michele Crowell  
General Accounting Manager



# Lee County Government

as of September 30, 2017







Government Finance Officers Association

**Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting**

Presented to

**Lee County  
Florida**

**For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended**

**September 30, 2016**

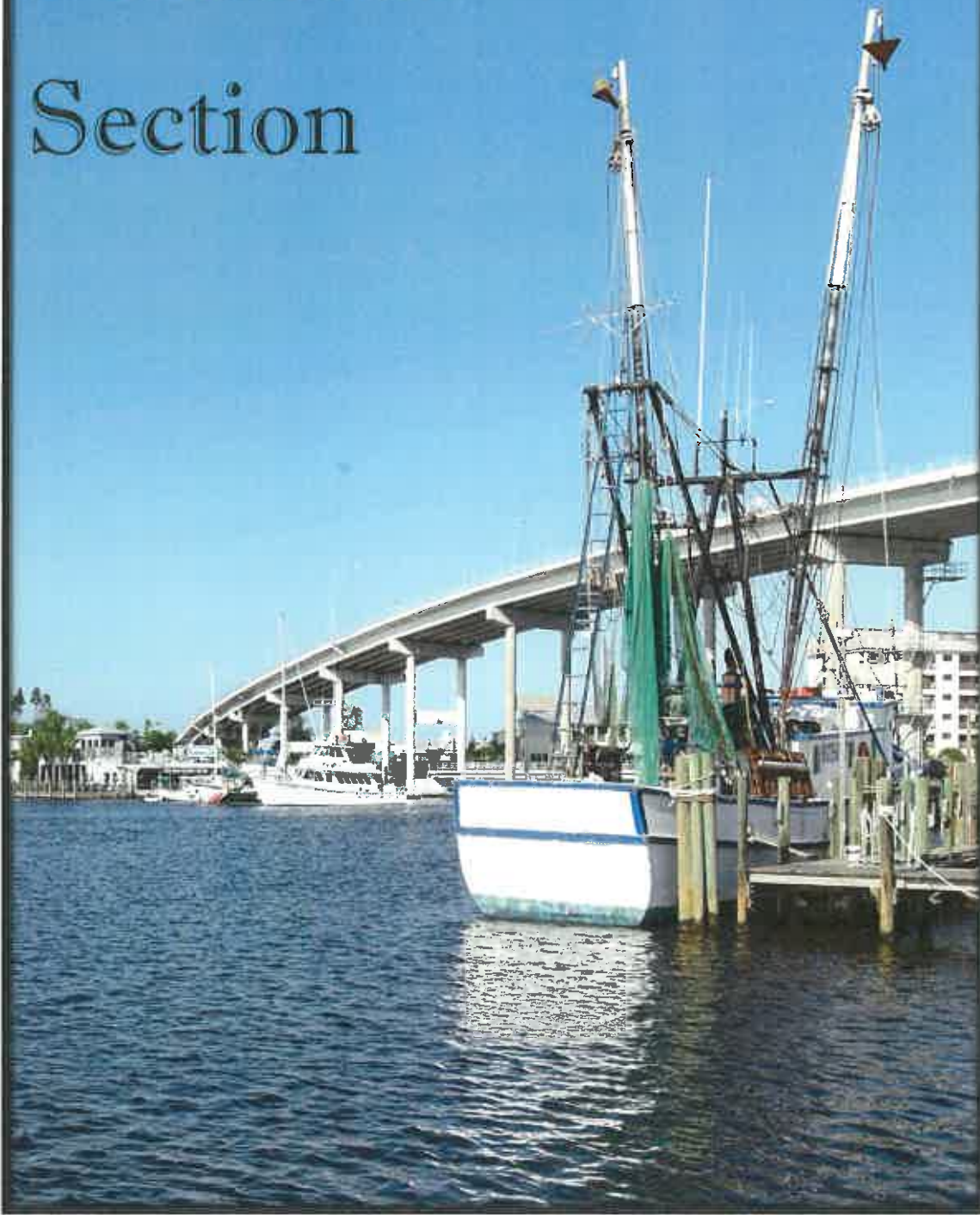
*Christopher P. Morvill*

Executive Director/CEO



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# Financial Section





CliftonLarsonAllen LLP  
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**INDEPENDENT AUDITORS' REPORT**

Honorable Board of County Commissioners  
 Lee County, Florida

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Lee County, Florida (County), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit.

We did not audit the financial statements of the Lee County Property Appraiser, the Lee County Sheriff, the Lee County Supervisor of Elections, and the Lee County Tax Collector, which represent the indicated percent of total assets, total revenues, and total net position and fund balance as presented in the table below. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it related to the amounts included for those components, is based solely on the reports of other auditors.

	Percentage Audited by Other Auditors		
	Assets	Revenues	Net Position/ Fund Balance
Governmental Activities	2%	8%	1%
General Fund	17%	4%	0%
Aggregate Remaining Fund Information	4%	11%	2%

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.



***Auditors' Responsibility (Continued)***

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Opinions***

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As described in Note IX, the County adopted the provisions of Governmental Accounting Standards Board Statement (GASBS) No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. As a result of the implementation of GASBS No. 75, the County reported a restatement for the change in accounting principle. The auditors' opinion was not modified with respect to the restatement.

***Other Matters***

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedule of total other postemployment benefit liability and schedules of the County's proportionate share of the net pension liability and of its contributions – pension plans on pages 17-27 and 98-100, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

***Other Matters (Continued)***

***Other Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The introductory section, supplemental financial information, statistical section, and other supplemental information are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental financial information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based upon our audit procedures performed as described above and the reports of other auditors, the supplemental financial information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section, statistical section, and other supplemental information have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2018, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.



**CliftonLarsonAllen LLP**

Fort Myers, Florida  
February 28, 2018



## Management's Discussion and Analysis (unaudited)

This discussion and analysis of Lee County's (the County) financial statements is designed to introduce the basic financial statements and provide an analytical overview of the County's financial activities for the fiscal year ended September 30, 2017. The basic financial statements are comprised of the government-wide financial statements, fund financial statements, and footnotes to the financial statements. We hope this will assist readers in identifying significant financial issues and changes in the County's financial position.

### *Financial Highlights*

- At the close of fiscal year 2017, the County's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources, resulting in total net position of \$2,941,687,000.
- The County's total net position decreased \$267,097,000, or -8.3 percent, in comparison to prior year. The net effect of implementing Governmental Accounting Standards Board (GASB) Statement 75 related to Other Postemployment Benefits (OPEB) decreased beginning net position by \$287,941,000.
- The County's governmental activities total net position of \$1,433,540,000 decreased \$254,733,000, or -15.1 percent, in comparison to prior year. The unrestricted net position is a deficit balance of \$336,609,000.
- The County's business-type activities total net position of \$1,508,147,000 decreased \$12,364,000, or -0.8 percent, in comparison to prior year. Approximately 12.4 percent of the total, or \$187,005,000 is unrestricted, and thus available for spending at the County's discretion.
- The County reported a liability of \$400,559,000 for its proportionate share of the FRS and HIS net pension liabilities.
- The County early implemented GASB Statement 75, and reported an OPEB liability of \$588,399,000.
- Total revenues increased \$37,058,000, or 3.5 percent, in comparison to prior year.
- Total expenses increased \$44,231,000, or 4.3 percent, in comparison to prior year.

### *Government-wide Financial Statements*

The government-wide financial statements (statement of net position and statement of activities found on pages 30-33) concentrate on the County as a whole and do not emphasize fund types but rather a governmental or a business-type classification, which are presented in separate columns. The governmental and business-type activities comprise the primary government. Fiduciary funds are not included in the government-wide financial statements.

General governmental and intergovernmental revenues support the governmental activities, whereas the business-type activities are primarily supported by user fees and charges for services. The purpose of the government-wide financial statements is to allow the user to be able to analyze the County's total financial position.

The statement of activities reflects the expenses of a given function or program, which are offset by program revenues. Program revenues are defined as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function or program. Taxes are reported under general revenue. The County maintains an allocation program for indirect expenses and, therefore, reports this allocation in a separate column on the government-wide statement of activities.

The effect of the inter-fund activity has been removed from the government-wide financial statements. However, the inter-fund services between functions are not eliminated. The internal service fund activity has been eliminated except for the outside activity on the government-wide financial statements.

## *Fund Financial Statements*

The accounts of the County are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity or net position, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

The County's funds are presented in separate fund financial statements. These funds are presented on a governmental fund financial statement and a proprietary fund financial statement. The County's major funds are presented in separate columns on the fund financial statements. The definition of a major fund is one that meets certain criteria set-forth in Governmental Accounting Standards Board Statement Number 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* ("GASB 34"). The funds that do not meet the criteria of a major fund are considered non-major funds and are combined into a single column on the fund financial statements. However, a non-major fund can be designated as a major fund if the County chooses to do so.

Annual budgets are adopted for all funds except agency funds, Sheriff's internal service and special revenue funds, and the Property Appraiser's special revenue fund. A budgetary comparison has been presented for the General Fund, which compares not only actual results to budget but also the original adopted budget to final budget.

### *Governmental Fund Financial Statements*

Governmental fund financial statements (found on pages 34-38) are prepared on the modified accrual basis using the current financial resources measurement focus. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. Although the activity of the internal service funds is reported with the governmental activities on the government-wide financial statements they are not combined on the government fund financial statements.

One of the County's governmental funds, the General Fund, is classified as a major fund. All other governmental funds are combined into a single column on the governmental fund financial statements. Individual fund data for the non-major funds are found in combining statements as supplemental financial data.

### *Proprietary Fund Financial Statements*

Proprietary fund financial statements (found on pages 39-45), like government-wide financial statements, are prepared on the full accrual basis. Proprietary funds record both operating and non-operating revenues and expenses. Operating revenues are those that are obtained from the operations of the proprietary fund.

The County reports the Port Authority, Water and Wastewater, Transportation Facilities, and Solid Waste as major funds in the proprietary fund financial statements. These enterprise funds are used to present the same functions that are presented in the government-wide financial statements. The only non-major fund, Transit, is reported in a separate column. The internal service funds are presented in their entirety combined in a single column on the proprietary fund financial statements.

The internal service funds are used to account for data processing, risk management, radio communications, telecommunications, fleet management, and self-insurance for health and dental, and workers' compensation services on a cost reimbursement basis. Individual fund data is in the combining statements as supplemental financial data.

Lee County, Florida

*Fiduciary Fund Financial Statements*

The fiduciary fund financial statement (found on page 46) is not included in the government-wide financial statements because the resources of those funds are not available to support the County's programs.

*Government-Wide Financial Analysis*

The government-wide financial statements were designed so that the user could determine if the County is in a better or worse financial condition from the prior year. The following is a condensed summary of net position for the primary government for fiscal years 2017 and 2016.

Summary of Net Position  
September 30, 2017 and 2016  
(amounts expressed in thousands)

	Governmental		Business-type		Total	
	Activities		Activities			
	2017	2016	2017	2016	2017	2016
Current and other assets	\$748,081	\$713,093	\$637,112	\$633,324	\$1,385,193	\$1,346,417
Capital assets	1,780,435	1,792,797	1,847,067	1,802,288	3,627,502	3,595,085
<b>Total assets</b>	<b>2,528,516</b>	<b>2,505,890</b>	<b>2,484,179</b>	<b>2,435,612</b>	<b>5,012,695</b>	<b>4,941,502</b>
Total deferred outflows of resources	179,593	121,219	37,637	35,945	217,230	157,164
Current liabilities	66,091	52,229	80,094	72,444	146,185	124,673
Non-current liabilities	1,123,597	876,025	896,932	877,124	2,020,529	1,753,149
<b>Total liabilities</b>	<b>1,189,688</b>	<b>928,254</b>	<b>977,026</b>	<b>949,568</b>	<b>2,166,714</b>	<b>1,877,822</b>
Total deferred inflows of resources	84,881	10,582	36,643	1,478	121,524	12,060
<b>Net Position:</b>						
Net investment in capital assets	1,521,927	1,516,589	1,162,447	1,123,905	2,684,374	2,640,494
Restricted	248,222	219,413	158,695	137,203	406,917	356,616
Unrestricted (deficit)	(336,609)	(47,729)	187,005	259,403	(149,604)	211,674
<b>Total net position</b>	<b>\$1,433,540</b>	<b>\$1,688,273</b>	<b>\$1,508,147</b>	<b>\$1,520,511</b>	<b>\$2,941,687</b>	<b>\$3,208,784</b>

Net investment in capital assets is the largest portion of the net position. This represents capital assets (land, buildings, improvements, equipment, furniture, vehicles and rolling stock, and infrastructure), net of accumulated depreciation and the outstanding related debt (less unspent proceeds) used to acquire the assets. The net investment in capital assets balance of \$2,684,374,000 (91.3 percent of total net position) increased \$43,880,000, or 1.7 percent, in comparison to prior year.

The restricted net position balance of \$406,917,000 (13.8 percent of total net position) increased \$50,301,000, or 14.1 percent, in comparison to prior year. This balance represents assets that are subject to external restrictions imposed by creditors, through bond covenants, by grantors, or by law on how they are used.

The unrestricted net position balance is a deficit balance of \$149,604,000 and decreased \$361,278,000 or -170.7 percent, in comparison to prior year. The net effect of implementing GASB Statement 75 related to other postemployment benefits decreased beginning net position by \$287,941,000.

The following schedule compares the revenues, expenses, and changes in net position for the primary government for the current and previous fiscal years.

Lee County, Florida

Lee County, Florida  
 Summary of Revenues, Expenses, and Changes in Net Positions  
 For the Years Ended September 30, 2017 and 2016  
 (amounts expressed in thousands)

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
<b>Revenues:</b>						
Program revenues:						
Charges for services	\$125,609	\$128,784	\$357,343	\$344,500	\$482,952	\$473,284
Operating grants and contributions	35,515	35,317	6,876	8,012	42,391	43,329
Capital grants and contributions	16,327	13,870	55,114	57,482	71,441	71,352
General revenues:						
Taxes	416,774	394,357	4,328	3,241	421,102	397,598
Grants and contributions not restricted to specific programs	65,326	63,286	-	-	65,326	63,286
Other	15,272	15,020	7,131	4,688	22,403	19,708
<b>Total revenues</b>	<b>674,823</b>	<b>650,634</b>	<b>430,792</b>	<b>417,923</b>	<b>1,105,615</b>	<b>1,068,557</b>
<b>Expenses:</b>						
Program activities:						
General government	224,594	236,899			224,594	236,899
Public safety	261,194	233,457			261,194	233,457
Physical environment	13,809	13,084			13,809	13,084
Transportation	65,358	55,678			65,358	55,678
Economic environment	30,595	28,218			30,595	28,218
Human services	22,056	21,189			22,056	21,189
Culture and recreation	78,622	77,099			78,622	77,099
Interest on long-term debt	10,125	10,494			10,125	10,494
Indirect expenses	(3,281)	(3,355)	3,281	3,355	-	-
Business-type activities:						
Airport			118,206	117,927	118,206	117,927
Water and Wastewater			111,053	105,834	111,053	105,834
Transit			30,326	28,247	30,326	28,247
Transportation Facilities			23,084	22,813	23,084	22,813
Solid Waste			95,749	89,601	95,749	89,601
<b>Total expenses</b>	<b>703,072</b>	<b>672,763</b>	<b>381,699</b>	<b>367,777</b>	<b>1,084,771</b>	<b>1,040,540</b>
Total change in net position before transfers	(28,249)	(22,129)	49,093	50,146	20,844	28,017
Transfers	(139)	(1,083)	139	1,083	-	-
Change in net position	(28,388)	(23,212)	49,232	51,229	20,844	28,017
Net position October 1- as restated	1,461,928 *	1,711,485	1,458,915 *	1,469,282	2,920,843 *	3,180,767
Net position September 30	\$1,433,540	\$1,688,273	\$1,508,147	\$1,520,511	\$2,941,687	\$3,208,784

Note: Fiscal year 2017 beginning net position is restated due to the implementation of GASB Statement 75 and dissolution of the trust fund. Additional information can be found in Note VII and Note IX.

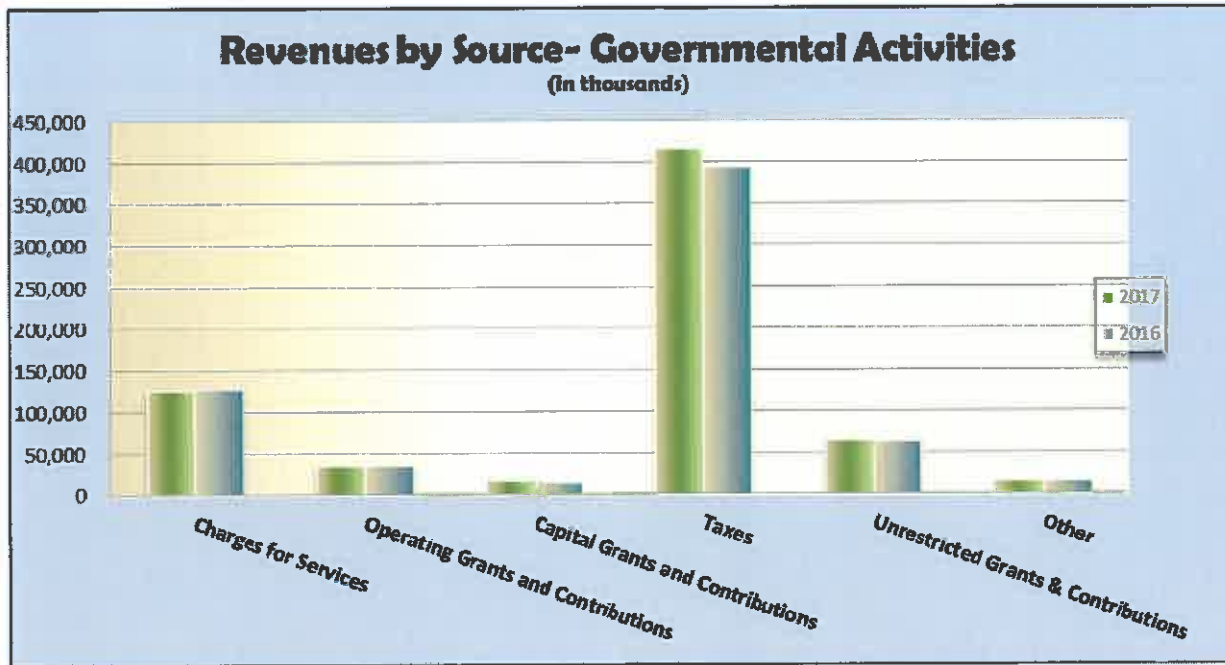
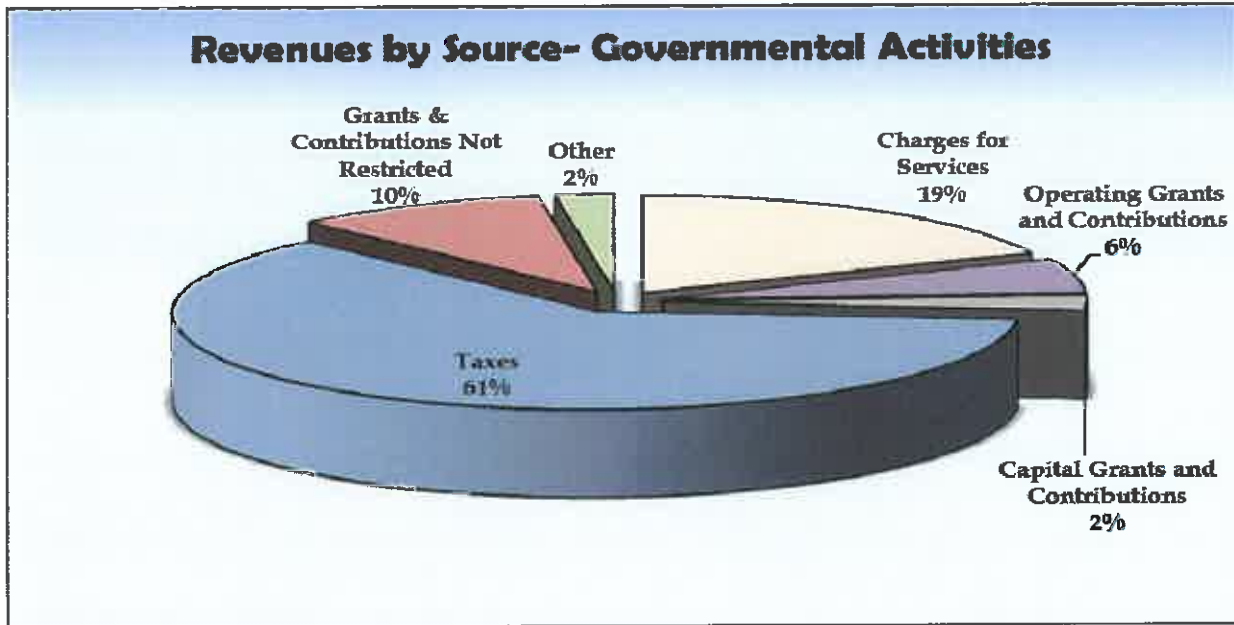
Total revenues increased \$37,058,000, or 3.5 percent, in comparison to prior year. Total expenses increased \$44,231,000, or 4.3 percent, in comparison to prior year.

*Governmental Activities*

The governmental activities increased or (decreased) the County's total assets, total deferred outflows of resources, total liabilities, total deferred inflows of resources, and total net position by \$22,626,000, \$58,374,000, \$261,434,000, \$74,299,000, and (\$254,733,000), respectively. The increase in the governmental activities' net investment in capital assets is \$5,338,000, or .35 percent, in comparison to prior year.

Lee County, Florida

Total revenues for governmental activities increased \$24,189,000 or 3.7 percent, in comparison to prior year. The following is a chart of revenues by source for governmental activities by percent of total revenues for fiscal year 2017 and a chart of revenues by source for 2017 and 2016.

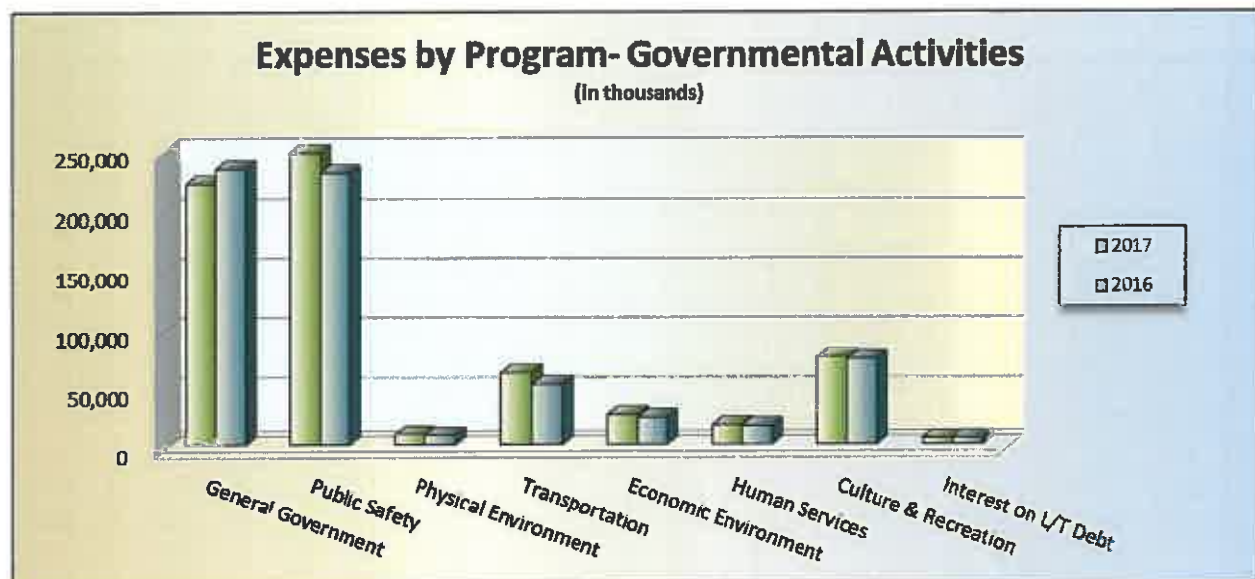


The main component of the change in total revenues for governmental activities was as follows:

- Taxes increased \$22,417,000, or 5.7 percent, in comparison to prior year, primarily due to an increase of \$20,455,000 in Ad Valorem taxes collected as a result of an increase in the property value base.

## Lee County, Florida

The following is a chart of expenses by program for governmental activities for fiscal years 2017 and 2016.



Total expenses for governmental activities increased \$30,309,000, or 4.5 percent, in comparison to prior year. The main components of the change in total expenses for governmental activities were as follows:

- General government expenses decreased \$12,305,000 or -5.2 percent, primarily due to a decrease of \$30,000,000 in other postemployment benefits expense as a result of allocating the expense across all programs in the current year. This decrease was offset by an increase of \$7,254,000 in pension expense, an increase of \$4,245,000 in the internal service fund allocation related to self-insurance health and dental and general liability, a \$2,075,000 incentive payment to Hertz, and \$1,700,000 for supplies, equipment, and disaster pay related to Hurricane Irma.
- Public safety expenses increased \$27,737,000 or 11.9 percent, primarily due to an increase of \$12,337,000 in Sheriff salary and benefit expense and an increase of \$14,600,000 in other postemployment benefits expense. Previously other postemployment benefits expense was booked to general government.
- Transportation expenses increased \$9,680,000, or 17.4 percent, primarily due to an increase of \$1,100,000 in pension expense, \$2,100,000 for the Lehigh Acres road resurfacing project, \$3,800,000 for contribution of roads to the Village of Estero, and \$1,100,000 due to the internal service fund allocation related to self-insurance general liability and fleet management.

### *Business-Type Activities*

The business-type activities increased or (decreased) the County's total assets, total deferred outflows of resources, total liabilities, deferred inflows of resources, and total net position by \$48,567,000, \$1,692,000, \$27,458,000, \$35,165,000, and (\$12,364,000), respectively. The increase in the business-type activities' net investment in capital assets is \$38,542,000, or 3.4 percent, in comparison to prior year.

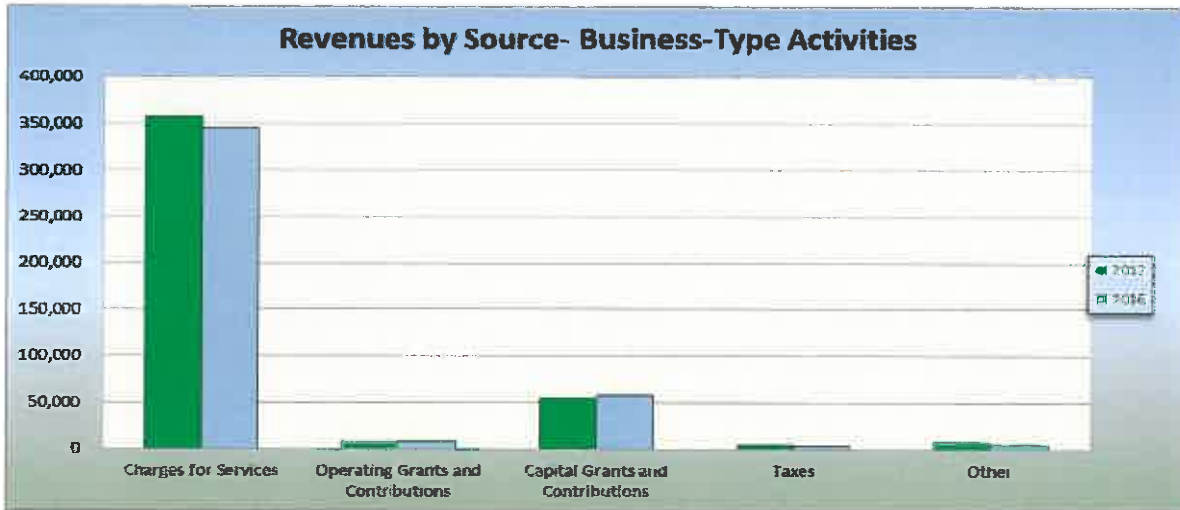
Total revenues reported in business-type activities increased \$12,869,000, or 3.1 percent, in comparison to prior year. The increase is primarily due to an increase in charges for services of \$12,843,000, or 3.7 percent.

- Solid Waste user fees increased \$10,129,000 due to an increase in disposal rates, increased tonnage, and improved ferrous metal and recycling commodity markets, and electric utilities decreased \$4,666,000 as a result of the discontinued power purchase agreement with Seminole Electric.

## Lee County, Florida

- Water and Wastewater user fees increased \$4,004,000 due to an increase in customer base and overall increase in consumption.
- Port Authority user fees increased \$1,636,000, due to increased airline rents, landing fees and fuel sales; and Port Authority concession revenue increased \$1,560,000 due higher rental care fees, restaurant/terminal concessions, and parking fees.

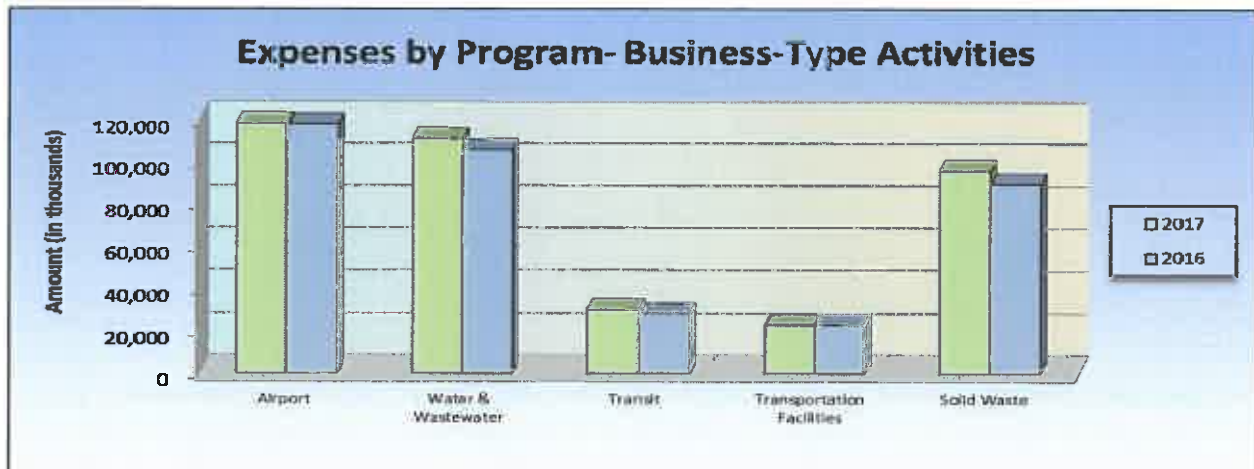
The following is a chart of revenues by source for business-type activities for fiscal years 2017 and 2016.



Total business-type expenses increased \$13,922,000, or 3.8 percent, in comparison to prior year. The increase is primarily due to an increase in Water and Wastewater expenses of \$5,219,000, or 4.9 percent and an increase in Solid Waste expenses of \$6,148,000, or 6.9 percent.

- Water and Wastewater contractual services, materials, and supplies increased \$4,182,000 primarily due to an increase in the interlocal sewer agreement with the City of Fort Myers and an increase in depreciation expense.
- Solid Waste other expenses increased \$1,707,000 for the write-off of inactive and uncollectible accounts and contractual services, materials, and supplies increased \$3,540,000 primarily due to contractual services for debris removal.

The following is a chart of expenses by program for business-type activities for fiscal years 2017 and 2016.



## *Financial Analysis of the Government's Funds*

### *Governmental Funds*

Governmental funds are comprised of the General Fund, special revenue funds, debt service funds, and capital projects funds. As noted earlier, governmental funds use the current financial resources measurement focus that focuses on near-term inflows and outflows. The General Fund is the general operating fund that is used to account for all financial resources, except those required to be accounted for in another fund.

The following are noteworthy facts and changes from prior year for the General Fund, which is the only Governmental Fund reported as a major fund:

*General Fund*- Total Revenues increased \$11,142,000, or 2.8 percent. Taxes increased \$14,269,000, or 5.3 percent, due to an increase of \$14,429,000 in Ad Valorem taxes as a result of higher assessed property values. Expenditures increased \$5,244,000, or 1.5 percent, primarily due to an increase in general government salaries and related costs, disaster pay and overtime related to Hurricane Irma, and an increase in public safety expenses due to higher Sheriff salaries and related costs, offset by a decrease in public safety capital expenditures for a helicopter lease entered into by the Sheriff in the prior year.

### *Proprietary Funds*

Proprietary funds are comprised of enterprise funds and internal service funds. An enterprise fund is used to account for activities for which a fee is charged to external users for goods and services. Internal service funds are those that provide a service, primarily within the government, and charge a recovery fee.

The following are noteworthy facts and changes from prior year for proprietary major funds:

*Port Authority* - Net operating revenue increased \$3,610,000, or 3.8 percent, in comparison to prior year as a result of an increase of \$1,636,000 in user fees and \$1,560,000 in concession revenue. User fees increased due to increased airline rents, landing fees and fuel sales and concession revenue increased due to higher rental car fees, restaurant/ terminal concessions, and parking fees. Total operating expenses increased \$887,000, or .9 percent, in comparison to prior year. Capital grants and contributions were \$984,000, or 3.4 percent, lower compared to the prior year.

*Water and Wastewater* - Net operating revenue increased \$3,987,000, or 3.7 percent, in comparison to prior year. User fees increased by \$4,004,000, or 3.8 percent, due to an increase in customer base and consumption. Operating expenses increased \$5,296,000, or 5.3 percent, in comparison to prior year primarily due to an increase in contractual services, materials, and supplies and depreciation expense. Capital contributions were \$3,647,000, or 18.1 percent, higher compared to the prior year due to an increase in prepaid water and sewer connection fees.

*Transportation Facilities* - Net operating revenue decreased by \$427,000, or -1.0 percent, in comparison to prior year due to a slight decline in toll revenue. Total operating expenses increased \$407,000, or 2.3 percent, in comparison to prior year primarily due to an increase in salaries, OPEB costs, and contractual services, materials and supplies.

*Solid Waste* - Net operating revenue increased \$5,943,000, or 7.6 percent, in comparison to prior year due to an increase in user fees of \$10,129,000 as a result of an increase in disposal rates, increased tonnage, and improved ferrous metal and recycling commodity markets; offset by a decrease in miscellaneous revenue of \$4,666,000 as a result of the discontinued power purchase agreement with Seminole Electric. Total operating expenses increased \$5,233,000, or 6.1 percent, in comparison to prior year primarily due to an increase in contractual services, materials and supplies.



Lee County, Florida

*General Fund Budgetary and Actual Highlights*

The difference between the original adopted and final amended budget expenditures in the General Fund is an increase of \$15,487,000. The changes include:

- \$2,220,000 increase for Gartner, Inc. economic development incentive.
- \$1,915,000 increase for West Coast Inland Navigation District (WCIND) pass through grants for navigation related major maintenance projects.
- \$1,324,000 increase for the Low Income Home Energy Assistance Program (LIHEAP) grant.
- \$1,772,000 increase for Human and Veteran Services grants received for veteran housing assistance, homeless prevention projects, homeless housing and relocation services, and the Bob Janes Triage Center.
- \$5,170,000 increase for retiree premiums for the County and Sheriff previously paid out of the OPEB trust fund.
- \$1,217,000 increase for miscellaneous revenue received by the Sheriff to cover expenditures related to false alarms, overtime associated with background checks and fingerprinting services, vehicle repairs, and fuel.

The remaining amendments are a combination of increases and decreases for various reasons which separately are not noteworthy.

The variance between the final amended budget and actual expenditure results for the General Fund is a favorable variance of \$25,225,000. The differences are across multiple departments and are mainly due to unspent budget for various projects and conservative spending. Project costs are budgeted in the year they are anticipated to be obligated. In subsequent years the unused budget is re-appropriated until the project is completed.

*Capital Assets*

Non-depreciable capital assets include land, construction in progress, software in progress, and artwork. Depreciable assets include buildings, improvements other than buildings, machinery and equipment, software, and infrastructure. The following is a schedule of the County's capital assets as of September 30, 2017 and 2016.

Lee County, Florida  
 Summary of Capital Assets  
 September 30, 2017 and 2016  
 (amounts expressed in thousands)

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Artwork	\$324	\$324	\$293	\$293	\$617	\$617
Land	603,909	596,440	225,763	225,763	829,672	822,203
Construction in progress	67,601	31,758	211,688	120,894	279,289	152,652
Easements & rights of way	66,659	66,659	19,596	19,538	86,255	86,197
Software in progress	723	481	7	689	730	1,170
Buildings	593,949	595,342	583,103	576,391	1,177,052	1,171,733
Improvement other than buildings	227,200	227,216	508,773	490,224	735,973	717,440
Machinery & equipment	277,807	276,282	481,640	471,455	759,447	747,737
Software	16,543	16,537	7,063	4,276	23,606	20,813
Infrastructure	752,998	757,247	1,040,954	1,034,592	1,793,952	1,791,839
Total capital assets	2,607,713	2,568,286	3,078,880	2,944,115	5,686,593	5,512,401
Accumulated depreciation	(827,278)	(775,489)	(1,231,813)	(1,141,827)	(2,059,091)	(1,917,316)
Total	\$1,780,435	\$1,792,797	\$1,847,067	\$1,802,288	\$3,627,502	\$3,595,085

## Lee County, Florida

Noteworthy capital asset purchases/completed projects that took place in fiscal year 2017 were as follows:

- Segment One of Estero Boulevard Improvements
- Design and renovation to the Justice Center Annex and juror room
- Southwest Florida International Airport expansion of the Terminal Access Road to six lanes
- Gateway Wastewater Treatment Plant rehabilitation and improvements
- Olga Water Treatment Plant chemical system improvements
- Fiber optic upgrades to wellfields
- Design and implementation of an Intelligent Transportation System for Lee Tran

Additional information on the County's capital assets can be found in Note V on pages 63-66.

### *Debt Administration*

At September 30, 2017, the County had \$811,298,000 of outstanding bonded debt. The revenue bonds, which are each payable from a specific revenue stream, had an outstanding balance of \$811,298,000, or 100 percent of the total bonded debt. The outstanding bond balance decreased \$30,395,000 or -3.6 percent, in comparison to prior year.

Total long-term liabilities of \$2,020,529,000, which includes bonds payable (net of unamortized discounts/premiums), notes payable, capital leases, self-insurance claims payable, compensated absences, other postemployment benefits, net pension, and landfill closure and postclosure costs decreased by \$41,659,000, or -2.0 percent, in comparison to prior year.

The following is a schedule of outstanding bonds as of September 30, 2017 and 2016.

Lee County, Florida						
Summary of Outstanding Debt						
September 30, 2017 and 2016						
(amounts expressed in thousands)						
	Governmental		Business-type		Total	
	Activities		Activities			
	2017	2016	2017	2016	2017	2016
Revenue Bonds	\$202,888	\$212,083	\$608,410	\$629,610	\$811,298	\$841,693
<b>Total</b>	<b>\$202,888</b>	<b>\$212,083</b>	<b>\$608,410</b>	<b>\$629,610</b>	<b>\$811,298</b>	<b>\$841,693</b>

Standard and Poor's Rating Group suggests that debt service should not exceed 10-15 percent of appropriations. The fiscal year 2017 debt service was 5.3 percent of appropriations, which is within the suggested guidelines.

Additional information on the County's long-term debt can be found in Note V on pages 69-79.

Lee County, Florida

*Economic Factors and Next Year's Budget Rates*

The following were factors considered when next year's budget was prepared:

- Lee County had a 3.5 percent unemployment rate as compared to the State, which had a 3.6 percent unemployment rate, and the nation which had a 4.4 percent unemployment rate, as reported by the Florida Research & Economic Database and Lee County Economic Development.
- There is a 3 percent salary increase in the County's fiscal year 2017-2018 budget.
- There was an increase in the property values from fiscal year 2017, which is used for fiscal year 2018, of 9.0 percent, based upon values determined by the Property Appraiser.

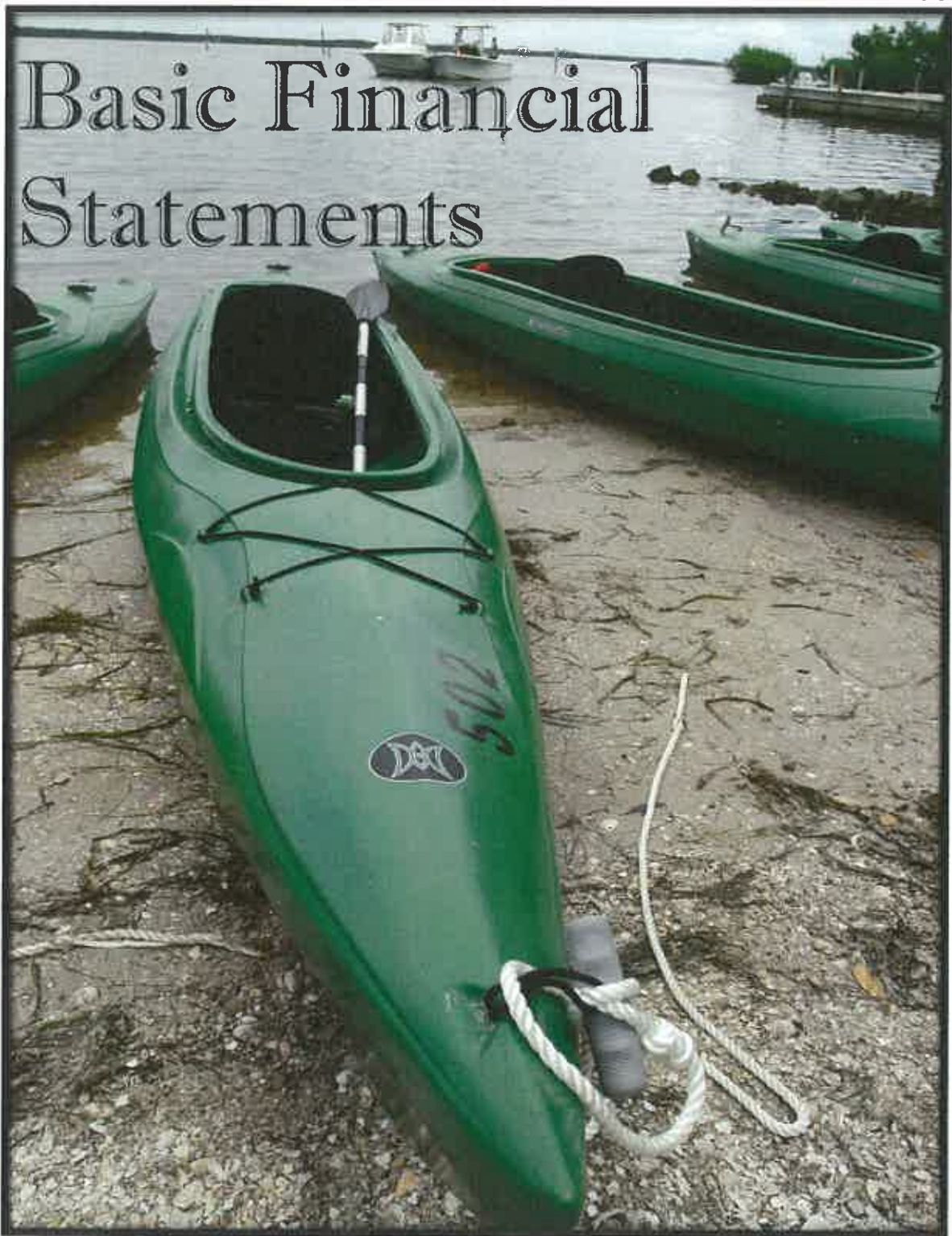
*Request for Information*

This financial report is designed to provide the reader an overview of the County. Questions regarding any information provided in this report should be directed to: Lee County Clerk of Courts, Finance and Records Department, 2115 Second Street, 3<sup>rd</sup> Floor, Fort Myers, Florida, 33901, phone (239) 533-2100.



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# Basic Financial Statements



Lee County, Florida  
STATEMENT OF NET POSITION  
As of September 30, 2017  
(amounts expressed in thousands)

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 439,141	\$ 398,189	\$ 837,330
Receivables (net)	9,606	27,070	36,676
Due from other governments	5,431	267	5,698
Internal balances	16,015	(16,015)	-
Inventories	3,317	2,791	6,108
Prepays	3,978	1,184	5,162
Other assets	250	216	466
Restricted assets:			
Cash, cash equivalents and investments	262,473	221,243	483,716
Receivables	4,548	2,167	6,715
Due from other governments	2,908	-	2,908
Inventory	414	-	414
Capital assets:			
Non-depreciable	739,216	457,347	1,196,563
Depreciable, net	1,041,219	1,389,720	2,430,939
Total Assets	<u>2,528,516</u>	<u>2,484,179</u>	<u>5,012,695</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Loss on refunding of debt	1,421	12,250	13,671
Unamortized pension costs and subsequent contributions	144,229	25,006	169,235
Unamortized other postemployment benefits costs and subsequent contributions	33,943	381	34,324
Total Deferred Outflows of Resources	<u>179,593</u>	<u>37,637</u>	<u>217,230</u>
<b>LIABILITIES</b>			
Contracts and accounts payable	20,221	41,598	61,819
Accrued liabilities	8,271	2,441	10,712
Due to other governments	9,272	6,113	15,385
Customer deposits	2,774	932	3,706
Unearned revenues	765	1,378	2,143
Refunds and rebates	-	4,953	4,953
Liabilities payable from restricted assets:			
Contracts and accounts payable	11,956	2,660	14,616
Accrued liabilities	385	-	385
Due to other governments	1,100	37	1,137
Customer deposits	5,181	2,498	7,679
Unearned revenue	410	1,738	2,148
Accrued interest payable	5,756	15,746	21,502
Noncurrent liabilities:			
Due within one year	36,493	38,181	74,674
Due in more than one year	1,087,104	858,751	1,945,855
Total Liabilities	<u>1,189,688</u>	<u>977,026</u>	<u>2,166,714</u>

(continued)

Lee County, Florida  
STATEMENT OF NET POSITION  
As of September 30, 2017  
(amounts expressed in thousands)

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Gain on refunding of debt	294	236	530
Unamortized pension costs	21,981	4,276	26,257
Unamortized other postemployment benefits costs	62,606	32,131	94,737
Total Deferred Inflows of Resources	84,881	36,643	121,524
<b>NET POSITION</b>			
Net investment in capital assets	1,521,927	1,162,447	2,684,374
Restricted for:			
Capital projects	152,764	98,620	251,384
Debt service	10,110	33,955	44,065
Inventory for resale	414	-	414
Special revenue funds:			
Improvement districts	11,036	-	11,036
Culture & recreation	7,419	-	7,419
Economic development	23,422	-	23,422
Health, safety & welfare	25,511	-	25,511
Transportation roads	7,965	-	7,965
Court programs	3,013	-	3,013
Public records	4,426	-	4,426
Driver's education	788	-	788
Law enforcement activities	1,354	-	1,354
Renewal and replacement	-	26,120	26,120
Unrestricted (deficit)	(336,609)	187,005	(149,604)
Total Net Position	\$ 1,433,540	\$ 1,508,147	\$ 2,941,687

The notes to the financial statements are an integral part of this statement.



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Lee County, Florida  
STATEMENT OF ACTIVITIES  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

Functions/Programs	Net (Expense) Revenue and Changes in Net Position									
	Expenses	Indirect Expense Allocation	Program Revenue			Capital Grants and Contributions	Primary Government			Total
			Charges for Services	Operating Grants and Contributions			Governmental Activities	Business-type Activities		
<b>PRIMARY GOVERNMENT:</b>										
Governmental activities:										
General government	\$ 224,594	\$ (7,905)	\$ 70,823	\$ 4,038	\$ 122	\$ (141,706)	\$ -	\$ (141,706)	\$ (141,706)	
Public safety	261,194	618	41,992	6,069	423	(213,328)	-	(213,328)	(213,328)	
Physical environment	13,809	152	2,088	603	81	(11,189)	-	(11,189)	(11,189)	
Transportation	65,358	812	1,225	9,963	7,275	(47,707)	-	(47,707)	(47,707)	
Economic environment	30,595	303	495	9,732	-	(20,671)	-	(20,671)	(20,671)	
Human services	22,056	323	2,643	2,674	46	(17,016)	-	(17,016)	(17,016)	
Culture and recreation	78,622	2,416	6,343	2,436	8,380	(63,879)	-	(63,879)	(63,879)	
Interest on long-term debt	10,125	-	-	-	-	(10,125)	-	(10,125)	(10,125)	
Total governmental activities	706,353	(3,281)	125,609	35,515	16,327	(525,621)	-	(525,621)	(525,621)	
Business-type activities:										
Airport	118,206	500	115,401	344	28,255	-	25,294	25,294	25,294	
Water and Wastewater	111,053	1,445	112,021	-	23,741	-	23,264	23,264	23,264	
Transit	30,326	490	4,015	6,532	3,118	-	(17,151)	(17,151)	(17,151)	
Transportation Facilities	23,084	373	44,365	-	-	-	20,908	20,908	20,908	
Solid Waste	95,749	473	81,541	-	-	-	(14,681)	(14,681)	(14,681)	
Total business-type activities	378,418	3,281	357,343	6,876	55,114	-	37,634	37,634	37,634	
Total primary government	1,084,771	-	482,952	42,391	71,441	(525,621)	-	(525,621)	(487,987)	
General revenues:										
Taxes:										
Property taxes						328,696	1,864	330,560		
Gas taxes						20,860	-	20,860		
Tourist taxes						39,651	-	39,651		
Communication taxes						9,470	-	9,470		
Franchise fees						17,209	2,464	19,673		
Local business taxes						888	-	888		
Grants and contributions not restricted to specific programs						65,326	-	65,326		
Investment earnings						6,109	5,210	11,319		
Miscellaneous						9,163	1,921	11,084		
Transfers						(139)	139	-		
Total general revenues and transfers						497,233	11,598	508,831		
Change in net position						(28,388)	49,232	20,844		
Net position - beginning as restated						1,461,928	1,458,915	2,920,843		
Net position - ending						\$ 1,433,540	\$ 1,508,147	\$ 2,941,687		

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	General	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 137,366	\$ 465,088	\$ 602,454
Cash and cash equivalents with fiscal agent		15,858	15,858
Receivables (net)			
Accounts	6,566	377	6,943
Special assessments		3,711	3,711
Accrued interest	186	964	1,150
Due from other funds	4,561	12,491	17,052
Due from other governments	4,308	5,333	9,641
Inventory	735	2,654	3,389
Total assets	<u>153,722</u>	<u>506,476</u>	<u>660,198</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	13,294	16,197	29,491
Accrued liabilities	6,193	2,322	8,515
Due to other funds	2,640	4,987	7,627
Due to other governments	6,729	3,468	10,197
Deposits and overbids	2,734	5,181	7,915
Unearned revenues	730	410	1,140
Other	40	-	40
Total liabilities	<u>32,360</u>	<u>32,565</u>	<u>64,925</u>
<b>Deferred Inflows of Resources:</b>			
Accounts receivable		25	25
Grants receivable	114	166	280
Special assessment receivable	-	3,957	3,957
Total deferred inflows of resources	<u>114</u>	<u>4,148</u>	<u>4,262</u>
<b>Fund Balances:</b>			
Nonspendable	321	2,654	2,975
Restricted	414	254,943	255,357
Committed	6	211,145	211,151
Assigned	5,309	2,319	7,628
Unassigned	115,198	(1,298)	113,900
Total fund balances	<u>121,248</u>	<u>469,763</u>	<u>591,011</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 153,722</u>	<u>\$ 506,476</u>	<u>\$ 660,198</u>

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION

As of September 30, 2017  
(amounts expressed in thousands)

Fund balances - total governmental funds		\$ 591,011
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.		
Non-depreciable governmental capital assets	736,086	
Depreciable governmental capital assets, net	1,028,356	1,764,442
Other assets are not available to pay for current period expenditures and are reported as deferred inflows in the funds.		
		4,262
Prepaid assets that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of net position under full accrual accounting.		
		2,656
Deferred outflows of resources on the loss on refunding of debt are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting.		
		1,421
Net deferred outflows (inflows) of resources related to pensions are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting.		
		121,289
Net deferred outflows (inflows) of resources related to other postemployment benefits are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting.		
		(27,297)
Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.		
Governmental bonds payable	(213,698)	
Accrued interest payable	(5,756)	
Capital lease payable	(4,733)	
Notes payable	(36,091)	
Net pension liability	(333,153)	
Other postemployment benefits	(481,551)	
Compensated absences	(21,338)	(1,096,320)
Deferred inflows of resources on the gain on refunding of debt are not recognized in the governmental funds however they are recorded in the statement of net position under full accrual accounting.		
		(294)
Internal service funds are used by management to charge the cost of certain activities to the individual funds.		
Assets and liabilities of the internal service funds are reported with governmental activities.		72,370
Net position of governmental activities		\$1,433,540

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	General	Other Governmental Funds	Total Governmental Funds
<b>REVENUES</b>			
Taxes	\$ 282,682	\$ 134,092	\$ 416,774
Licenses and permits	291	9,004	9,295
Intergovernmental	70,904	31,116	102,020
Charges for services	48,569	35,966	84,535
Fines and forfeitures	140	1,233	1,373
Impact fees	-	6,455	6,455
Special assessments	-	1,174	1,174
Miscellaneous	6,101	10,336	16,437
<b>Total revenues</b>	<b>408,687</b>	<b>229,376</b>	<b>638,063</b>
<b>EXPENDITURES</b>			
<b>Current</b>			
General government	107,460	41,208	148,668
Public safety	206,366	26,939	233,305
Physical environment	4,125	6,733	10,858
Transportation	68	35,885	35,953
Economic environment	5,831	24,601	30,432
Human services	14,206	6,994	21,200
Culture and recreation	15,871	47,668	63,539
<b>Capital outlay</b>			
General government	2,241	6,779	9,020
Public safety	2,620	1,723	4,343
Physical environment	171	1,269	1,440
Transportation	-	27,369	27,369
Economic environment	21	1,483	1,504
Human services	1	7	8
Culture and recreation	392	3,299	3,691
<b>Debt service</b>			
Principal retirement	438	19,242	19,680
Interest and fiscal charges	129	11,693	11,822
<b>Total expenditures</b>	<b>359,940</b>	<b>262,892</b>	<b>622,832</b>
Excess (deficiencies) of revenues over (under) expenditures	48,747	(33,516)	15,231
<b>OTHER FINANCING SOURCES AND (USES)</b>			
Transfers in	6,737	152,045	158,782
Transfers out	(67,145)	(89,613)	(156,758)
Issuance of refunding debt	-	1,284	1,284
Payments to refunded debt escrow agent	-	(1,284)	(1,284)
<b>Total other financing sources and (uses)</b>	<b>(60,408)</b>	<b>62,432</b>	<b>2,024</b>
Net change in fund balances	(11,661)	28,916	17,255
Fund balances - beginning	132,909	440,847	573,756
Fund balances - ending	<b>\$ 121,248</b>	<b>\$ 469,763</b>	<b>\$ 591,011</b>

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

Net change in fund balances - total governmental funds:		\$ 17,255
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is depreciated over their estimated useful lives.		
Expenditures for capital assets	47,375	
Less current year depreciation	<u>(60,606)</u>	(13,231)
The net effect of various miscellaneous transactions involving capital and intangible assets (i.e., disposals, transfers, donations) is to increase net position.		1,971
Prepaid expenses that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of activities under full accrual accounting.		160
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(1,532)
Debt proceeds provide current financial resources for governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. Also, governmental funds report the effect of premiums and similar items when debt is first issued. These amounts are deferred and amortized in the statement of activities.		
Long- term debt proceeds	(1,284)	
Transfer to refunding escrow agent	1,284	
Principal payments	<u>19,680</u>	19,680
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Pension expense adjustment	(21,787)	
Other postemployment benefits	(18,806)	
Change in compensated absences	<u>14</u>	(40,579)
Interest on long-term debt in the statement of activities is recognized as the interest accrues, regardless of when it is due. In the governmental funds interest is recognized as an expenditure when it is due. Premiums and similar items are deferred and amortized in the statement of activities.		
Accrued interest on bonds	230	
Amortization of bond premiums, discounts, refunding gains and losses	<u>1,457</u>	1,687
Internal service funds are used by management to charge the costs of certain activities to individual funds.		
The net loss of the internal service funds is reported with governmental activities		(13,799)
Change in net position of governmental activities		<u><u>(\$28,388)</u></u>

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
GENERAL FUND  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>REVENUES</b>				
Taxes	\$ 278,586	\$ 278,586	\$ 282,682	\$ 4,096
Licenses and permits	165	165	291	126
Intergovernmental	69,324	74,962	70,580	(4,382)
Charges for services	63,501	64,001	63,609	(392)
Fines and forfeitures	156	156	140	(16)
Miscellaneous	3,922	6,145	6,315	170
Total revenues	415,654	424,015	423,617	(398)
<b>EXPENDITURES</b>				
Current				
General government	129,476	138,285	122,752	15,533
Public safety	205,148	206,569	206,366	203
Physical environment	6,186	8,101	4,125	3,976
Transportation	81	81	68	13
Economic environment	5,781	7,571	4,683	2,888
Human services	14,637	15,943	14,206	1,737
Culture and recreation	18,535	18,448	15,871	2,577
Capital outlay				
General government	635	719	2,241	(1,522)
Public safety	3,159	2,816	2,620	196
Physical environment	50	75	171	(96)
Economic environment	-	-	21	(21)
Human services	-	-	1	(1)
Culture and recreation	134	134	392	(258)
Debt service				
Principal retirement	-	438	438	-
Interest and fiscal charges	-	129	129	-
Total expenditures	383,822	399,309	374,084	25,225
Excess of revenues over expenditures	31,832	24,706	49,533	24,827
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	206,736	211,095	209,954	(1,141)
Transfers out	(266,024)	(265,948)	(269,887)	(3,939)
Total other financing sources (uses)	(59,288)	(54,853)	(59,933)	(5,080)
Net change in fund balance	(27,456)	(30,147)	(10,400)	19,747
Fund balances - beginning	131,121	131,121	131,972	851
Fund balances - ending	\$ 103,665	\$ 100,974	\$ 121,572	\$ 20,598

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
STATEMENT OF NET POSITION  
PROPRIETARY FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Port Authority	Business-type Activities - Enterprise Funds						Governmental Activities
		Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	Internal Service Funds	
<b>ASSETS</b>								
Current Assets:								
Cash, cash equivalents and investments	\$ 121,619	\$ 143,424	\$ 45,066	\$ 82,508	\$ 5,572	\$ 398,189	\$ 83,302	
Restricted assets								
Cash, cash equivalents and investments	17,458	19,743	4,138	7,402		48,741	-	
Cash and cash equivalents with fiscal agent	-	-	9,616	-	-	9,616	-	
Receivables (net)	7,256	13,354	65	4,703	1,692	27,070	495	
Due from other funds	-	-	35	72	69	176	2,099	
Due from other governments	9	-	258	-	-	267	553	
Inventories	177	2,366	248	-	-	2,791	342	
Other	903	186	42	26	27	1,184	1,572	
Total current assets	147,422	179,073	99,468	94,711	7,360	488,034	88,363	
Noncurrent Assets:								
Restricted assets								
Cash, cash equivalents and investments	54,161	53,966	-	16,263	-	124,390	-	
Cash and cash equivalents with fiscal agent	17,458	11,865	2,363	6,810	-	38,496	-	
Receivables (net):	2,065	91	-	7	-	2,167	-	
Capital assets:								
Non-depreciable	199,323	170,661	44,636	31,731	10,996	457,347	3,130	
Depreciable	802,646	1,014,319	313,168	406,852	84,548	2,621,533	60,535	
Less accumulated depreciation	(297,650)	(565,538)	(128,862)	(213,528)	(26,235)	(1,231,813)	(47,672)	
Unamortized bond insurance	-	-	216	-	-	216	-	
Total noncurrent assets	778,003	685,364	231,525	248,135	69,309	2,012,336	15,993	
Total assets	925,425	864,437	290,993	342,846	76,669	2,500,370	104,356	
<b>DEFERRED OUTFLOWS OF RESOURCES</b>								
Loss on refunding of debt	6,687	3,422	1,821	320	-	12,250	-	
Unamortized pension costs and subsequent contributions	12,092	5,403	1,289	2,052	4,170	25,006	1,150	
Unamortized other postemployment benefits costs	139	98	35	30	79	381	17	
Total deferred outflows of resources	18,918	8,923	3,145	2,402	4,249	37,637	1,167	

(continued)

Lee County, Florida  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds							Governmental Activities
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	Internal Service Funds	
<b>LIABILITIES</b>								
Current liabilities:								
Contracts and accounts payable	11,188	13,674	271	15,291	1,174	41,598	2,686	
Accrued liabilities	476	892	152	359	562	2,441	141	
Refunds and rebates	4,953	-	-	-	-	4,953	-	
Due to other funds	7	173	10,666	6	51	10,903	797	
Due to other governments	359	4,314	622	571	247	6,113	175	
Customer deposits	904	9	-	19	-	932	-	
Unearned revenues	854	524	-	-	-	1,378	35	
Capital leases payable	364	155	-	-	-	519	213	
Self-insurance claims payable	-	-	-	-	-	-	13,648	
Compensated absences	1,276	88	28	27	50	1,469	20	
Net pension liability	169	125	43	48	130	515	22	
Current liabilities payable from restricted assets:								
Contracts and accounts payable	-	2,068	-	592	-	2,660	-	
Accrued liabilities	7,228	4,469	2,474	1,575	-	15,746	-	
Due to other governments	-	-	37	-	-	37	-	
Customer deposits	-	2,498	-	-	-	2,498	-	
Unearned revenues	-	-	1,738	-	-	1,738	-	
Notes payable - current	-	2,918	5,400	-	-	8,318	-	
Revenue bonds payable - current	10,230	7,790	4,105	5,235	-	27,360	-	
Total current liabilities	38,008	39,697	25,536	23,723	2,214	129,178	17,737	
Noncurrent liabilities:								
Self-insurance claims payable	-	-	-	-	-	-	11,394	
Compensated absences	362	908	284	280	517	2,351	210	
Capital leases payable	751	243	-	-	-	994	218	
Notes payable	-	53,638	-	-	-	53,638	-	
Revenue bonds payable	270,426	171,060	108,334	70,123	-	619,943	-	
Landfill closure and postclosure costs	-	-	-	15,063	-	15,063	-	
Net pension liability	29,315	14,095	3,624	5,374	11,562	63,970	2,899	
Other postemployment benefits	37,339	26,392	9,384	8,015	21,309	102,439	4,409	
Other	-	353	-	-	-	353	-	
Total noncurrent liabilities	338,193	266,689	121,626	98,855	33,388	858,751	19,130	
Total liabilities	376,201	306,386	147,162	122,578	35,602	987,929	36,867	

(continued)



Lee County, Florida  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds						Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Gain on refunding of debt	-	-	236	-	-	236	-
Unamortized pension costs	1,811	967	272	371	855	4,276	191
Unamortized other postemployment benefits costs	11,712	8,278	2,943	2,514	6,684	32,131	1,383
Total deferred inflows of resources	<u>13,523</u>	<u>9,245</u>	<u>3,451</u>	<u>2,885</u>	<u>7,539</u>	<u>36,643</u>	<u>1,574</u>
<b>NET POSITION</b>							
Net investment in capital assets	448,118	375,481	112,634	157,304	68,910	1,162,447	15,382
Restricted							
Capital projects	47,954	50,666	-	-	-	98,620	-
Debt service	10,239	8,968	9,509	5,239	-	33,955	-
Renewal and replacement	500	18,997	2,363	4,260	-	26,120	-
Unrestricted (deficit)	47,808	103,617	19,019	52,982	(31,133)	192,293	51,700
Total net position	<u>\$ 554,619</u>	<u>\$ 557,729</u>	<u>\$ 143,525</u>	<u>\$ 219,785</u>	<u>\$ 37,777</u>	<u>\$ 1,513,435</u>	<u>\$ 67,082</u>

Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds  
Net position of business-type activities

(5,288)  
\$ 1,508,147

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds						Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	
<b>OPERATING REVENUES</b>							
User fees	\$ 49,901	\$ 110,032	\$ -	\$ 71,950	\$ 3,822	\$ 235,705	\$ 125,128
Tolls	-	42,818	-	-	-	42,818	-
Rentals and franchise fees	6,177	218	-	2,464	148	9,007	-
Concessions	45,395	-	-	-	-	45,395	-
Miscellaneous	306	1,771	1,547	9,591	45	13,260	-
Total operating revenues	101,779	112,021	44,365	84,005	4,015	346,185	125,128
Less: Rebates	(3,482)	-	-	-	-	(3,482)	-
Net operating revenues	98,297	112,021	44,365	84,005	4,015	342,703	125,128
<b>OPERATING EXPENSES</b>							
Salaries and wages	23,424	15,106	3,472	5,513	11,164	58,679	2,666
Employee benefits	13,466	7,755	2,634	3,807	7,499	35,161	1,983
Contractual services, materials and supplies	32,349	23,870	1,993	61,998	3,025	123,235	19,082
Utilities	4,502	5,870	257	638	394	11,661	2,175
Repairs and maintenance	3,228	3,619	322	2,598	1,550	11,317	4,330
Insurance	1,559	693	786	387	464	3,889	5,106
Insurance claims	-	-	-	-	-	-	103,164
Other	2,139	3,319	819	967	930	8,174	714
Depreciation	23,244	44,880	7,553	14,462	4,501	94,640	3,450
Total operating expenses	103,911	105,112	17,836	90,370	29,527	346,756	142,670
Operating income (loss)	(5,614)	6,909	26,529	(6,365)	(25,512)	(4,053)	(17,542)
<b>NON-OPERATING REVENUES (EXPENSES)</b>							
Investment earnings	1,977	1,855	412	894	72	5,210	597
Taxes	-	-	-	1,864	-	1,864	-
Grants	344	-	-	(1,394)	6,368	5,318	(106)
Interest expense	(14,322)	(4,896)	(3,654)	(1,572)	(12)	(24,456)	(15)
Excess fees - City of Sanibel	-	-	(1,669)	-	-	(1,669)	-
Gain (loss) on disposal of capital assets	335	(153)	(1)	(192)	119	108	377
Passenger facility charges	17,104	-	-	-	-	17,104	-
Other revenues	2	943	965	-	11	1,921	336
Other expenses	(2)	(446)	(1)	(2,195)	(7)	(2,651)	-
Total non-operating revenues (expenses)	5,438	(2,697)	(3,948)	(2,595)	6,551	2,749	1,189

(continued)

Lee County, Florida  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds					Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	
Income (loss) before contributions and transfers	(176)	4,212	22,581	(8,960)	(18,961)	(1,304)
Capital grants and contributions	28,255	23,741	-	-	3,118	55,114
Transfers in	-	-	-	17	12,441	12,458
Transfers out	-	-	(12,319)	-	-	(12,319)
Total contributions and transfers	28,255	23,741	(12,319)	17	15,559	55,253
Change in net position	28,079	27,953	10,262	(8,943)	(3,402)	53,949
Total net position - beginning as restated	526,540	529,776	133,263	228,728	41,179	1,459,486
Total net position - ending	\$ 554,619	\$ 557,729	\$ 143,525	\$ 219,785	\$ 37,777	\$ 1,513,435
					Change in net position	53,949
					Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds	(4,717)
					Change in net position of business-type activities	\$ 49,232

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-Type Activities - Enterprise Funds					Total Enterprise Funds	Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit		
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>							
Receipts from customers and users	\$ 96,437	\$ 111,605	\$ 45,081	\$ 84,443	\$ 4,026	\$ 341,592	\$ 13,781
Receipts from interfund services provided	-	-	-	-	-	-	109,797
Cash received from customer deposits	196	891	-	5	-	1,092	-
Cash returned from customer deposits	(35)	(4,417)	-	-	-	(4,452)	-
Payments to suppliers	(45,408)	(25,347)	(3,809)	(57,795)	(4,519)	(136,878)	(132,253)
Payments to employees	(28,093)	(17,095)	(4,005)	(6,157)	(13,028)	(68,378)	(3,174)
Payments for interfund services used	(5,618)	(7,109)	(1,410)	(2,015)	(5,052)	(21,204)	(915)
Net cash provided by (used in) operating activities	<u>17,479</u>	<u>58,528</u>	<u>35,857</u>	<u>18,481</u>	<u>(18,573)</u>	<u>111,772</u>	<u>(12,764)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>							
Non-capital grants received	351	37	-	-	7,254	7,642	-
Non-capital grants issued	-	-	(1,690)	(1,394)	-	(3,084)	(106)
Transfers in	-	-	-	17	12,426	12,443	2,000
Transfers out	-	-	(11,182)	-	-	(11,182)	(4,163)
Net cash provided by (used in) noncapital financing activities	<u>351</u>	<u>37</u>	<u>(12,872)</u>	<u>(1,377)</u>	<u>19,680</u>	<u>5,819</u>	<u>(2,269)</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>							
Proceeds from capital debt	-	15,919	-	-	-	15,919	-
Proceeds from special assessments	-	93	-	-	-	93	-
Proceeds from capital grants	32,867	14,621	-	-	8,251	55,739	-
Proceeds from passenger facilities charges	17,283	-	-	-	-	17,283	-
Capital asset purchases	(35,807)	(86,594)	(251)	(3,119)	(6,290)	(132,061)	(3,021)
Principal paid on bonds, loans, leases, and interfund loans	(10,112)	(10,681)	(9,295)	-	(589)	(30,677)	(208)
Interest paid on bonds, loans, leases, and interfund loans	(14,725)	(9,480)	(5,054)	(1,724)	(12)	(30,995)	(15)
Proceeds from sale of capital assets	430	103	-	119	148	800	399
Net cash provided by (used in) capital and related financing activities	<u>(10,064)</u>	<u>(76,019)</u>	<u>(14,600)</u>	<u>(4,724)</u>	<u>1,508</u>	<u>(103,899)</u>	<u>(2,845)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>							
Interest on investments	1,977	1,795	379	766	67	4,984	566
Net cash provided by investing activities	<u>1,977</u>	<u>1,795</u>	<u>379</u>	<u>766</u>	<u>67</u>	<u>4,984</u>	<u>566</u>
Net increase (decrease) in cash and cash equivalents and investments	<u>9,743</u>	<u>(15,659)</u>	<u>8,764</u>	<u>13,146</u>	<u>2,682</u>	<u>18,676</u>	<u>(17,312)</u>
Cash and cash equivalents at beginning of year	200,953	244,657	52,419	99,837	2,890	600,756	100,614
Cash and cash equivalents at end of year	<u>\$ 210,696</u>	<u>\$ 228,998</u>	<u>\$ 61,183</u>	<u>\$ 112,983</u>	<u>\$ 5,572</u>	<u>\$ 619,432</u>	<u>\$ 83,302</u>
<b>Classified as:</b>							
<b>Current assets</b>							
Cash, cash equivalents and investments	\$ 121,619	\$ 143,424	\$ 45,066	\$ 82,508	\$ 5,572	\$ 398,189	\$ 83,302
Restricted assets	17,458	19,743	13,754	7,402	-	58,357	-
<b>Non-current</b>							
Restricted assets	71,619	65,831	2,363	23,073	-	162,886	-
<b>Totals</b>	<u>\$210,696</u>	<u>\$228,998</u>	<u>\$ 61,183</u>	<u>\$ 112,983</u>	<u>\$ 5,572</u>	<u>\$ 619,432</u>	<u>\$ 83,302</u>

(continued)

Lee County, Florida  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-Type Activities - Enterprise Funds						Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	
<b>NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES</b>							
Decrease in fair value of investments	\$ -	\$ (363)	\$ (77)	\$ (160)	\$ (8)	\$ (608)	\$ (132)
Purchase of capital assets on account	4,279	5,436	53	368	455	10,591	179
Contributions of capital assets	-	9,120	-	-	-	9,120	-
Loss on disposal of capital assets	(94)	(257)	(1)	(311)	(35)	(698)	(22)
Capital interest and service fee paid directly to State from debt proceeds	-	368	-	-	-	368	-
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>							
Operating income (loss)	\$ (5,614)	\$ 6,909	\$ 26,529	\$ (6,365)	\$ (25,512)	\$ (4,053)	\$ (17,542)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:							
Depreciation	23,244	44,880	7,553	14,462	4,501	94,640	3,450
Other revenues	2	943	965	1,864	11	3,785	337
(Increase) decrease in accounts receivable	(997)	(1,352)	-	(1,537)	-	(3,886)	(124)
(Increase) decrease in due from other funds	-	2	13	111	-	126	(1,751)
(Increase) decrease in due from other governments	-	-	(207)	-	-	(207)	(47)
(Increase) in inventories	(13)	(305)	(9)	-	-	(327)	(41)
(Increase) decrease in other assets	333	(88)	21	(7)	7	266	(709)
Increase (decrease) in contracts and accounts payable	(1,928)	5,352	7	7,006	435	10,872	335
Increase (decrease) in accrued liabilities	65	397	39	186	196	883	(117)
Increase in refunds and rebates	163	-	-	-	-	163	-
Increase in due to other funds	-	135	18	1	41	195	788
Increase in due to other governments	72	3,788	30	229	91	4,210	51
Increase (decrease) in customer deposits	161	(3,526)	-	5	-	(3,360)	-
Increase (decrease) in unearned revenues	(1,029)	157	(55)	-	-	(927)	35
Increase (decrease) in compensated absences	132	65	46	15	19	277	30
Increase in net pension liability and related deferred outflows/inflows of resources	2,298	878	41	601	624	4,442	459
Increase in other postemployment benefits and related deferred outflows/inflows of resources	590	293	866	740	1,014	3,503	431
Increase in other liabilities	-	-	-	1,170	-	1,170	1,651
Total adjustments	23,093	51,619	9,328	24,846	6,939	115,825	4,778
Net cash provided by (used in) operating activities	\$ 17,479	\$ 58,528	\$ 35,857	\$ 18,481	\$ (18,573)	\$ 111,772	\$ (12,764)

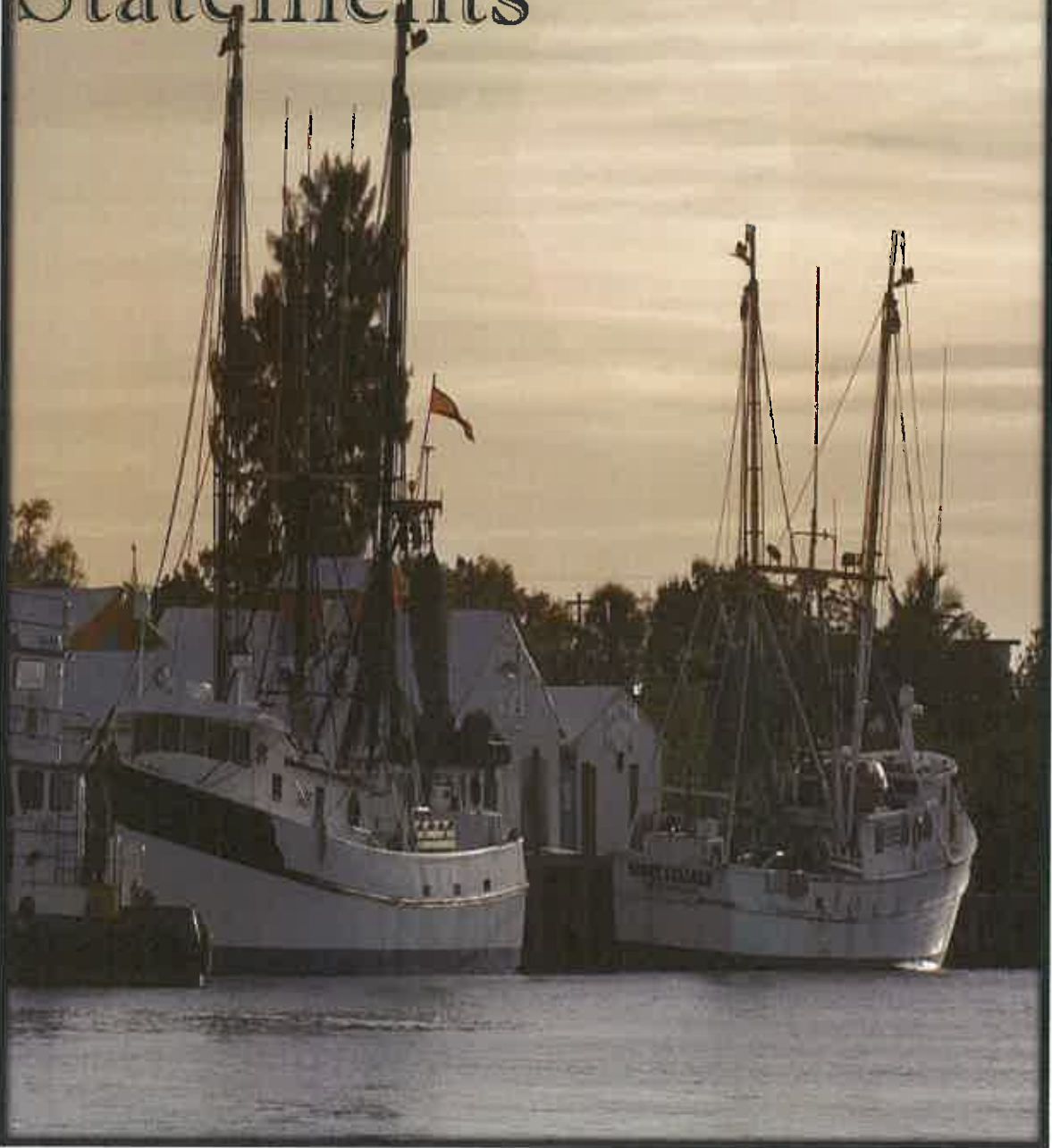
The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
 STATEMENT OF FIDUCIARY NET POSITION  
 AGENCY FUNDS  
 As of September 30, 2017  
 (amounts expressed in thousands)

ASSETS	
Cash, cash equivalents and investments	\$ 37,066
Accounts receivable (net)	8
Due from other governments	2,813
Total Assets	39,887
LIABILITIES	
Contracts and accounts payable	59
Due to individuals	942
Due to other governments	18,220
Bonds and deposits	20,666
Total Liabilities	\$ 39,887

The notes to the financial statements are an integral part of this statement.

# Notes to the Financial Statements



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

Index to Notes to Basic Financial Statements

Accounts Receivable- Defined.....	54	Interfund Transactions.....	67
Agency Funds Description.....	52	Internal Service Funds Description.....	51
Arbitrage Rebate Payable.....	76	Inventory- Defined.....	54
Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Equity.....	52	Landfill Closure & Postclosure Liability.....	93
Blended Component Unit.....	49	Leases.....	69
Bond Resolutions.....	73	Lee County Sheriff Health Care Plan.....	84
Budgetary Information.....	52	Litigation.....	94
Budgets and Budgetary Accounting.....	52	Long-term Obligations.....	69
Capital Asset Activity.....	63	Long-term Debt- Changes In.....	77
Capital Assets- Defined.....	54	Measurement Focus, Basis of Accounting, and Financial Statement Presentation.....	50
Capital Lease Obligations- Defined.....	55	Net Position- Defined.....	56
Capital Leases.....	69	Non-major Governmental Funds Description.....	51
Capitalized Interest.....	66	Non-major Enterprise Funds Description.....	51
Cash, Cash Equivalents and Investments- Defined.....	52	Notes Payable.....	73
Cash, Cash Equivalents and Investments.....	58	Notes Payable- Debt Service Requirements.....	76
Change in Accounting Principle.....	94	Operating Leases.....	69
Commitments and Contingencies.....	93	Other Postemployment Benefits.....	82
Compensated Absences- Defined.....	55	Pensions- Defined.....	56
Compliance with Finance Related Legal and Contractual Provisions.....	57	Port Authority Fund Description.....	51
Concentration of Credit Risk.....	62	Prepaid Items- Defined.....	54
Construction Commitments.....	66	Property Taxes.....	57
Credit Risk.....	60	Receivables.....	62
Custodial Credit Risk.....	61	Reporting Entity.....	49
Defeased Bonds.....	73	Retiree Health Insurance Subsidy Program (HIS Plan).....	89
Deferred Inflows of Resources-Defined.....	55	Retirement Plans.....	86
Deferred Outflows of Resources-Defined.....	55	Revenue Bonds.....	69
Deficit Fund Balance.....	58	Revenue Bonds- Debt Service Requirements.....	72
Defined Benefit Pension Plans.....	86	Risk Management.....	92
Defined Contribution Plan.....	91	Segment Information- Port Authority.....	80
Depreciation Expense.....	66	Self-Insurance Claims Payable.....	76
Detail Notes on All Funds.....	58	Solid Waste Fund Description.....	51
Difference Between Budgeted and Actual Results.....	57	Stewardship, Compliance, and Accountability.....	57
Due From/Due To- Defined.....	54	Subsequent Events.....	94
Fair Value.....	60	Summary of Significant Accounting Policies.....	49
Florida Retirement System Pension Plan (FRS Plan).....	86	Transportation Facilities Fund Description.....	51
Fund Balances- Defined.....	56	Unamortized Bond Premiums and Discounts- Defined.....	55
General Fund Description.....	51	Unearned Revenues- Defined.....	55
Group Health Program for Lee County.....	82	Use of Estimates.....	52
Governmental Fund Balances.....	68	Variable Debt.....	73
Government-Wide and Fund Financial Statements- Description.....	49	Water & Wastewater Fund Description.....	51
Interest Rate Risk.....	61		



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

NOTE I. SUMMARY OF SIGNIFICANT  
ACCOUNTING POLICIES

*Reporting Entity*

Lee County ("the County") was founded in 1887 as a political subdivision of the State of Florida established by Article VIII, Section 1(f), *Florida Constitution*. In 1996 by adoption of Lee County Ordinance No. 96-01 the County became a charter county as allowed by Article VIII, Section 1(c), *Florida Constitution*, and Chapter 125.82, *Florida Statutes*. Pursuant to Article VIII, Section 1(g), *Florida Constitution*, as a charter county the County has all powers of self-government not inconsistent with general law, or with special law approved by vote. It also gives the County authority to enact ordinances that are not inconsistent with general law.

The County is governed by an elected Board of County Commissioners ("the Board"), which is governed by Title XI, Chapters 124-164, *Florida Statutes*, and regulations. In addition to the members of the Board, there are five elected Constitutional Officers: Clerk of Circuit Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector. The Constitutional Officers maintain separate accounting records and budgets.

The accompanying financial statements present the financial position and results of operations of the entity as a whole, by major fund, and non-major funds in aggregate, that are governed by the Board and the Constitutional Officers of Lee County, Florida.

As required by generally accepted accounting principles ("GAAP"), the financial statements of the reporting entity include those of Lee County (the primary government) and its component units. A component unit is a legally separate organization for which the elected officials of the primary government are financially accountable. In addition, a component unit may be another organization for which the nature and significance of its relationship with a primary government is such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The departments and divisions, of the Board and the Constitutional Officers as well as the Lee County Port Authority ("the Port Authority"), a blended component unit, are included in Lee County's *Comprehensive Annual Financial Report*.

*Blended Component Unit*

The Port Authority is a dependent political subdivision of the County as defined in Chapter 189, *Florida Statutes*. The Port Authority was created by Chapter 63-1541, *Laws of Florida*, and by adoption of Resolution No. PA-87-8-9. The legal authority by which the Port Authority operates is found in Chapter 63-1541, *Laws of Florida*, and Chapters 125 and 332, *Florida Statutes*. The Port Authority is included in the County's reporting entity as a blended component unit due to the significance of the operational and financial relationships with the County.

Although it is a legally separate agency, financial support has been pledged and its financial and operational policies may be significantly influenced by the County. The Board of Port Commissioners is substantively the same governing body as the Board of County Commissioners. The Port Authority is accounted for as if it was a part of the County's operations and reported as a County Enterprise Fund.

Complete financial statements of the Port Authority component unit can be obtained as follows:

Lee County Port Authority  
11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913

*Government-Wide and Fund Financial  
Statements*

The government-wide financial statements and the major-fund financial statements along with the notes to the financial statements comprise the basic financial statements. The government-wide financial statements (the statement of net position and the statement of activities) concentrate on the County as a whole and do not emphasize fund types

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

but rather a governmental or a business-type classification, which are presented in separate columns. The governmental activities and business-type activities comprise the primary government. Neither fiduciary funds nor component units that are fiduciary in nature are included. General governmental and inter-governmental revenues support the governmental activities, whereas the business-type activities are primarily supported by user fees and charges for services. The purpose of the government-wide financial statements is to allow the user to be able to determine if the County is in a better or worse financial position than the prior year.

The statement of activities reflects the expenses of a given function or program, which are offset by program revenues. Program revenues are defined as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function. Taxes are reported under general revenue.

The County's major funds are presented in separate columns on the governmental fund financial statements and the proprietary fund financial statements. The definition of a major fund is one that meets certain criteria set-forth in Governmental Accounting Standards Board Statement Number 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments* ("GASB 34"). The funds that do not meet the criteria of a major fund are considered non-major funds and are combined into a single column on the fund financial statements.

The County allocates indirect expenses and therefore reports this allocation in a separate column on the government-wide statement of activities.

The effect of interfund activity has been removed from the government-wide financial statements.

Internal service fund activity is reported in full on the proprietary fund financial statements. The internal service funds are combined and thus reported in a single summary column on the proprietary fund financial statements. However, the internal service fund activity has been eliminated -

except for the outside activity - and is combined with the governmental activities on the government-wide financial statements. The outside activities are premiums paid from outside entities for insurance, employee's portion of insurance, auto and equipment repair, and participating governments in the radio program for the government communications network.

*Measurement Focus, Basis of Accounting, and Financial Statement Presentation*

The accounts of the County are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, deferred outflows/inflows of resources, fund equity or net position, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared on a full accrual basis using the economic resources measurement focus, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred. Property taxes are recognized in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all of the eligibility requirements have been met. Fiduciary fund financial statements are also prepared on an accrual basis.

Proprietary funds record both operating and non-operating revenues and expenses. Operating revenues are those that are obtained from the

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

operations of the proprietary fund that include user fees, tolls, rental and franchise fees, and concessions. Non-operating revenues are not related to the operations of the proprietary fund and include taxes, interest earnings, grants, and passenger facility charges. Operating expenses represent the cost of operations, which includes depreciation. Non-operating expenses, such as interest expense, are not related to operations.

Governmental fund financial statements are prepared on the modified accrual basis using the current financial resources measurement focus. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. The County considers all revenues, except grants, available if they are collected within sixty days after year-end. Grants are recorded as earned if collected within ninety days after year-end. Primary revenues, such as property taxes, special assessments, inter-governmental revenues, charges for services, sales and franchise taxes, rents, and interest are treated as susceptible to accrual under the modified accrual basis and so have been recognized as revenues. Expenditures reported in governmental fund financial statements are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. An exception to this general rule includes principal and interest on general long-term debt, which is recognized when due, and compensated absences which are accrued when matured.

When both restricted and unrestricted resources are available, restricted resources will be used first for incurred expenses, and then unrestricted as needed. When using the unrestricted resources, committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

The County reports the following major fund in the governmental fund financial statements:

*General Fund*

The General Fund is the general operating fund of the County that is used to account for all financial

resources, except those required to be accounted for in another fund.

The County reports the following major funds in the proprietary fund financial statements:

*Port Authority*

The Lee County Port Authority is used to account for the activities related to the operation of the County owned aviation facilities, including Southwest Florida International Airport and Page Field General Aviation Airport.

*Water and Wastewater*

The Lee County Water and Wastewater System is used to account for the activities related to the operation of the County owned water and wastewater system.

*Transportation Facilities*

The Lee County Transportation Facilities fund is used to account for the activities related to the operation of the County owned bridges connecting Sanibel and Captiva Islands to the mainland and the Cities of Cape Coral and Fort Myers.

*Solid Waste*

The Lee County Solid Waste System is used to account for the provision of refuse disposal facilities to the general public.

The County reports the following other fund types:

*Non-major Governmental Funds*

The non-major governmental funds are a combination of special revenue, debt service, and capital projects.

*Non-major Enterprise Funds*

The only non-major enterprise fund is Lee County Transit. Lee County Transit is used to account for the activities related to the operation of the Lee Tran bus system, a countywide public transportation service.

*Internal Service Funds*

The internal service funds are used to account for data processing, risk management, health, dental and liability self-insurance, radio communications,

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

and fleet management services on a cost reimbursement basis.

*Agency Funds*

The agency funds are used to account for assets collected and held by the County as an agent for individuals, organizations, or other governments, such as fire impact fees, school impact fees for the Lee County School Board, or license plate tag fees collected on behalf of the State of Florida.

*Use of Estimates*

The preparation of the financial statements requires management to make a number of estimates and assumptions relating to the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and the disclosure of contingent assets at the date of the financial statements. Preparation of the financial statements also requires management to make a number of estimates and assumptions relating to the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates.

*Budgetary Information*

*Budgets and Budgetary Accounting*

Budgets have been adopted by the Board for all Board funds except for agency funds. The budgets of the Property Appraiser and the Tax Collector are approved by the Florida Department of Revenue. The Sheriff and Supervisor of Elections prepare budgets for their general funds, which are submitted to and approved by the Board. The Clerk of Circuit Court (to the extent of her function as ex-officio Clerk to the Board) prepares a budget for her general fund (noncourt-related activities), which is submitted to and approved by the Board. In addition, the Clerk prepares a portion of her noncourt-related and special revenue budgets based on anticipated fees. The Clerk also prepares a court-related budget, which is submitted to and approved by the Florida State Legislature in the General Appropriations Act. No budget is prepared for the

Property Appraiser's special revenue fund, and the Sheriff's special revenue and internal service funds.

Capital projects costs are budgeted in the year they are anticipated to be obligated. In subsequent years, the unused budget is reappropriated until the project is completed. Proprietary funds are budgeted on a basis consistent with GAAP, except that capital and debt related transactions are based upon cash receipts and disbursements. Estimated beginning fund balances are considered in the budgetary process. Differences between estimated beginning fund balances and actual fund balances, if material, are submitted to the Board as budget amendments. The annual budgets serve as the legal authorization for expenditures. Expenditures cannot legally exceed the total amount budgeted for each fund. The Board must approve all budget amendments, which change the legally adopted total appropriation for a fund, or amount of a Constitutional Officers' draw. Authority to transfer budget within a fund is delegated to the County Manager or Budget Director.

If, during the fiscal year, additional revenues become available for appropriation in excess of those estimated in the budget, the Board may make supplemental appropriations by resolution for the year up to the amount of such excess. During the fiscal year the Board, in accordance with Florida Statutes, approved various supplemental appropriations. Appropriations lapse at fiscal year-end.

*Assets, Liabilities, Deferred Outflows/  
Inflows of Resources, and Net Position or  
Equity*

*Cash, Cash Equivalents, and Investments*

The County considers cash, cash equivalents, and investments to be cash on hand, demand deposits, highly liquid investments, including those held as restricted assets, with original maturities of three months or less when purchased, and those included in the internal investment pool.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

For accounting and investment purposes, the County maintains a cash and investment pool that is available for use by all funds except those whose cash and investments must be segregated due to legal or other restrictions. Investments within this pool are treated as a demand deposit account by the various funds of the County that participate. Interest earned on investments in the pool is allocated to the various funds based upon each fund's equity balance in the pool during the allocation period.

For purposes of the Statements of Cash Flows, the County considers cash and equity in pooled cash and investments (restricted and unrestricted), and restricted cash and cash equivalents with fiscal agent to be cash and cash equivalents.

The County reports all investments at fair value, with the exception of the State Board of Administration's ("SBA") Florida Local Government Surplus Trust Fund Investment Pool (Florida PRIME) which is reported at amortized cost and approximates fair value. The County also participates in the Florida Cooperative Liquid Assets Securities System (FLCLASS) investment pool and the Florida Local Government Investment Trust (FLGIT) which are measured at net asset value per share. The County categorizes its fair value measurements within the fair value hierarchy established in Governmental Accounting Standards Board Statement No. 72, "*Fair Value Measurements and Application*".

Florida PRIME is considered a qualifying external investment pool that meets all of the necessary criteria to elect to measure all of the investments at amortized cost. Therefore, the fair value of the County's position in the pool is the same as the value of the pool shares. The Florida PRIME investments are not categorized because they are not evidenced by securities that exist in physical or book entry form. Throughout the year, and as of September 30, 2017, Florida PRIME contained certain floating and adjustable rate securities. These investments represented 31.1 percent of Florida PRIME's portfolio at September 30, 2017.

In accordance with Governmental Accounting Standards Board Statement No. 79, *Certain External Investment Pools and Pool Participants*, as a participant in a qualifying external investment pool, the County should disclose the presence of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transaction amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates) in notes to the financial statements.

With regard to redemption gates, Section 218.409(8)(a), *Florida Statutes*, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

With regard to liquidity fees, Section 218.409(4), *Florida Statutes* provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2017, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

*Accounts Receivable*

The trade accounts receivable of the County are recorded in the government-wide, governmental, and proprietary fund financial statements and are net of an allowance for doubtful accounts, which generally is equivalent to the receivables that are over 90 days, plus any amounts to be submitted to the Board of County Commissioners for write-off due to known uncollectible amounts.

Special assessment receivables that are not expected to be collected in the current year are reported as Deferred Inflows - unavailable revenue in the governmental fund statements. Delinquent special assessments receivable are expected to be recovered, ultimately through liens or foreclosures.

*Due From/Due To*

During the course of operations, the County has activity between funds for various purposes. Any residual balances at year-end are reported as due from/to other funds. While these balances are reported in the fund financial statements, any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide statement of net position as "internal balances."

*Inventory*

Inventories reported within governmental and proprietary funds consisting of materials and supplies held for consumption are valued at cost using the first-in, first-out method (FIFO). These inventories are recorded as expenditures, or expenses, as they are used (consumption method). Such inventories reported within governmental funds are classified as non-spendable. Inventory

held for resale consists of real estate holdings which the County intends to sell as part of a Neighborhood Stabilization grant program and are reported at the lower of cost or market. The inventory is classified as a restricted asset, which indicates it does not constitute available resources.

*Prepaid Items*

Some payments to vendors represent costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

*Capital Assets*

Capital assets include artwork, property, buildings, furniture, equipment, vehicles, software, easements and rights of way, and infrastructure assets. Infrastructure assets are defined as public domain capital assets such as roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, lighting systems, and similar assets that are immovable and of value only to the government unit. Capital assets are reported in the government-wide financial statements in the applicable governmental or business-type activities column, as well as the proprietary fund financial statements. The threshold for capitalizing property, plant, and equipment is \$1,000. The threshold for capitalizing software and infrastructure is \$100,000. Capital assets are recorded at cost or estimated historical cost. Contributed assets are recorded at acquisition value at the time received. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets. The ranges of the useful lives are as follows:

<u>Asset</u>	<u>Years</u>
Buildings	30-50
Improvements other than buildings	6-50
Equipment	3-35
Computer Equipment	3-10
Furniture	4-20
Vehicles & rolling stock	3-12
Software	3-5
Infrastructure	20-50

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

Florida Statutes require that the Board maintain accountability for all capital assets used in operations, except those separately accounted for by the Sheriff.

#### *Capital Lease Obligations*

In the government-wide financial statements and proprietary fund financial statements, capital lease obligations and the related cost of assets acquired are reflected in the Statement of Net Position. For capital lease obligations in governmental funds, expenditure for the asset and the offsetting other financing source is reflected in the fund financial statements in the year of inception.

#### *Unearned Revenues*

Unearned revenues represent revenues collected in advance of services performed and will be recognized when the services are rendered.

#### *Compensated Absences*

The County maintains a policy that permits employees to accumulate earned but unused vacation and sick pay benefits that will be paid to employees upon separation from County service if certain criteria are met. These benefits, plus their related tax and retirement costs are classified as compensated absences. The County's policy requires employees to bank unused sick pay benefits. Both the current and long-term portion of compensated absences are accrued and reported in the government-wide and proprietary fund financial statements. The exception to this policy is the Lee County Port Authority, which has a mandatory annual buyback of unused leave. This is accounted for pursuant to GASB Statement Number 16, *Accounting for Compensated Absences*. Payments for compensated absences are made by the respective fund.

#### *Unamortized Bond Premiums and Discounts*

Bond premiums and discounts related to long-term debt are amortized over the life of the debt, principally by the effective-interest method. Notes

payable and revenue bonds payable in the government-wide and proprietary fund financial statements are shown net of unamortized discounts and premiums. Premiums and discounts related to general long-term debt in the governmental fund financial statements are recorded as expenditures or other financing sources when paid or received and, therefore, are not accounted for in subsequent periods.

#### *Deferred Outflows of Resources*

Deferred outflows of resources represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense or expenditure) until then. The deferred outflows of resources reported in the County's Statement of Net Position represents other postemployment benefit related balances for the difference between expected and actual experience, changes in actuarial assumptions, and subsequent contributions; pension related balances for changes in actuarial assumptions, the difference between expected and actual economic experience, the net difference between projected and actual earnings, changes in the proportion and differences between the County's contributions and proportionate share of contributions, and the County's contributions subsequent to the measurement date. These amounts will be recognized as increases in expense in future years. The County also reports a deferred outflow of resources for the losses on refunded debt that result from the difference in the carrying value of refunded debt and its reacquisition price. This amount is amortized using the effective-interest method in the government-wide and proprietary fund financial statements over the shorter of the life of the old bonds or the life of the new bonds.

#### *Deferred Inflows of Resources*

Deferred inflows of resources represents acquisition of resources that applies to future reporting period(s) and will not be recognized as an inflow of resource (revenue) until then. In governmental funds, revenues not received within sixty days of year-end are deferred until collected as they do not meet the availability criteria. The County currently

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

has unavailable revenue for special assessments, grants, and accounts receivables. The deferred inflows of resources reported in the County's Statement of Net Position represents other postemployment benefits related balances for changes in actuarial assumptions; pension related balances for the difference between expected and actual economic experience, and changes in the proportion and differences between the County's contributions and proportionate share of contributions relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as reductions in expense in future years. Also included in deferred inflows of resources are gains on refunded debt that result from the difference in the carrying value of refunded debt and its reacquisition price. This amount is amortized using the effective-interest method in the government-wide and proprietary fund financial statements over the shorter of the life of the old bonds or the life of the new bonds.

### *Pensions*

In the government-wide and proprietary funds statements of net position, liabilities are recognized for the County's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds of employee contributions are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

### *Net Position*

In the government-wide and proprietary fund financial statements net position is categorized as net investment in capital assets, restricted and

unrestricted. Restricted net position indicates amounts that have constraints on their use externally imposed by creditors, through debt covenants, by grantors, or by law. Restricted assets are being reported for: capital projects; debt service; inventory held for resale; special revenue funds; and renewal and replacement. The government-wide statement of net position reports \$248,222,000 of governmental activities restricted net position, of which \$229,241,000 is restricted by enabling legislation.

### *Fund Balances*

In the governmental fund financial statements the County reports fund balances as either non-spendable or spendable. Spendable fund balances are further classified in a hierarchy based on the extent to which there are external and internal constraints.

Non-spendable balances are those that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Criteria include items that are not expected to be converted into cash, for example inventories and prepaids. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned, then they should be included in the appropriate fund balance classification.

Spendable fund balances are classified as follows:

*Restricted Fund Balance* - Amounts that are constrained for a specific purpose imposed by creditors (such as through debt covenants), grantors, contributors, laws or regulations, or through constitutional provisions or enabling legislation.

*Committed Fund Balance* - Amounts constrained for a specific purpose imposed by a formal action of adopting an ordinance by the Board, the highest level of decision making authority, for the County. Once adopted, an ordinance can only be modified,



Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

rescinded, or replaced in the same manner, by another ordinance of the Board.

*Assigned Fund Balance* – Amounts that are intended to be used for specific purposes as determined by the Board, but that are neither restricted nor committed. Per the Board’s administrative code, only the Board is authorized to assign fund balance.

*Unassigned Fund Balance* – Amount represents the residual fund balances for the County’s General Fund that does not meet the other fund balance classification requirements and amounts reported as deficit fund balances in other governmental funds.

**NOTE II. DIFFERENCE BETWEEN BUDGETED AND ACTUAL RESULTS**

Budgets are adopted on a basis consistent with GAAP except as follows:

- *General Fund* – Emergency Medical Services (EMS) ambulance fees are budgeted on a cash basis; the adjustment to record the remaining outstanding fees to accounts receivable for the year is not budgeted. Changes in fair market value (FMV) of investments, repayment of an advance from another fund, and inventory adjustments are not budgeted.

The following adjustments were necessary to present actual data on a budgetary basis (Non-GAAP) for the fiscal year ended September 30, 2017 (dollars in thousands):

General Fund:

Net change in fund balance (GAAP basis)	(\$11,661)
Basis Difference:	
EMS ambulance fees not reported on a cash basis	(202)
Fair market value adjustment	215
Advance not budgeted as transfer	5
Unavailable revenues	114
Expenditures associated with inventory	1,129
Net change in fund balance non-GAAP	<u>(\$10,400)</u>

**NOTE III. PROPERTY TAXES**

Property taxes become due and payable on November 1 of each year and are delinquent on April 1 of the following year. Discounts on property taxes are allowed for payments made prior to the April 1 delinquent date. Tax certificates for the full amount of any unpaid taxes must be sold no later than June 1 of each year. No accrual for the property tax levy becoming due in November 2017 is included in the accompanying financial statements, since such taxes are collected to finance expenditures of the subsequent period.

Procedures for collecting delinquent taxes, including applicable tax certificate sales and tax deed sales, are provided by Florida Statutes. The enforceable lien date is approximately two years after taxes become delinquent and occurs only upon request of a holder of a delinquent tax certificate. There were no significant delinquent property tax receivables at September 30, 2017.

Important dates in the property tax cycle are as follows:

- Assessment roll certified- July 1
- Millage resolution approved- no later than 95 days following receipt of the certified preliminary assessment roll
- Beginning of fiscal year for which taxes have been levied- October 1
- Taxes due and payable (levy date)- November 1
- Property taxes payable (maximum discount of 4 percent)- 30 days after levy date
- Due date- March 31
- Taxes become delinquent (lien date)- April 1
- Tax certificate sold- prior to June 1

**NOTE IV. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

*Compliance with Finance Related Legal and Contractual Provisions*

Management believes there were no violations of finance related legal and contractual

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

provisions.

The Sheriff's Special Revenue fund had a deficit fund balance of \$1,239,000 due to costs incurred in the current year expected to be eligible for reimbursement in fiscal year 2018.

*Deficit Fund Balance*

At September 30, 2017, the Human Services Grant Construction Fund had a deficit fund balance of \$59,000 due to costs incurred in the current year expected to be eligible for reimbursement in fiscal year 2018.

The Self Insurance General Liability Fund had a deficit unrestricted net position balance of \$2,047,000, due to annual charges being based on estimates and adjusted in the following year.

NOTE V. DETAIL NOTES ON ALL FUNDS

*Cash and Equity in Pooled Cash and Investments, and Investments*

Investment Portfolio

As of September 30, 2017, the County had the following deposits, investments, and maturities (amounts in thousands):

Investment	Maturities	Fair Value	Call Date	Call Frequency	Rating
Cash on hand	N/A	\$ 2,048			N/A
Cash with Fiscal Agent	N/A	57,177			N/A
Demand Deposits	N/A	219,997			N/A
Local Government Investment Pool					
FLCLASS	56 days	20,262			AAAm
SBA- Florida PRIME	51 days	423,376			AAAm
Florida Local Government Investment Trust	N/A	1,999			AAAm
U.S. Treasury Note	11/30/2017	19,984			N/A
U.S. Treasury Note	4/30/2018	19,927			N/A
U.S. Treasury Note	6/30/2018	19,902			N/A
U.S. Treasury Note	7/15/2018	19,932			N/A
U.S. Treasury Note	8/31/2018	19,891			N/A
U.S. Treasury Note	10/31/2018	19,864			N/A
U.S. Treasury Note	2/28/2019	19,987			N/A
U.S. Treasury Note	5/15/2019	19,819			N/A
Federal Farm Credit	10/20/2017	19,995		Cont	N/A
Federal Farm Credit	11/17/2017	19,995			AA+
Federal Farm Credit	3/29/2018	19,965			AA+

(continued)

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Cash, Equity in Pooled Cash and Investments, and Investments (continued)*

Investment	Maturities	Fair Value	Call Date	Call Frequency	Rating
Federal Farm Credit	6/20/2018	19,941		Cont	AA+
Federal Farm Credit	11/16/2018	19,879			AA+
Federal Farm Credit	12/5/2018	19,917			AA+
Federal Farm Credit	12/27/2018	19,964		Cont	AA+
Federal Farm Credit	4/17/2019	19,960		Cont	AA+
Federal Home Loan Bank	12/8/2017	20,002			AA+
Federal Home Loan Bank	2/16/2018	19,988	11/16/2017	QTR	AA+
Federal Home Loan Bank	5/10/2018	19,962	11/10/2017	QTR	AA+
Federal Home Loan Bank	5/10/2018	19,963	11/10/2017	QTR	AA+
Federal Home Loan Bank	8/8/2017	19,932			AA+
Federal Home Loan Bank	9/28/2017	14,954			AA+
Federal Home Loan Bank	1/23/2019	19,928	12/28/2017	QTR	AA+
Federal Home Loan Bank	3/8/2019	20,009		Cont	AA+
Federal Home Loan Mortgage Corp.	1/12/2018	19,977			AA+
Federal Home Loan Mortgage Corp.	2/26/2018	19,983	11/26/2017	QTR	AA+
Federal Home Loan Mortgage Corp.	9/13/2018	19,936	12/13/2017	QTR	AA+
Federal Home Loan Mortgage Corp.	11/7/2018	19,897	11/7/2017	QTR	AA+
Federal Home Loan Mortgage Corp.	1/25/2019	19,959	10/25/2017	QTR	AA+
Federal National Mortgage Assoc.	10/26/2017	19,998			AA+
Federal National Mortgage Assoc.	7/26/2018	19,906			AA+
Federal National Mortgage Assoc.	10/19/2018	19,937			AA+
Total		<u>\$ 1,358,112</u>			

Reconciliation of cash, cash equivalents and investments, from the schedule of deposits and investments to the basic financial statements (dollars in thousands):

*Primary Government:*

Cash, cash equivalents and investments	\$ 837,330
Restricted cash, cash equivalents and investments	483,716

*Agency Funds:*

Cash, cash equivalents and investments	37,066
Total	<u>\$ 1,358,112</u>

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

*Fair Value*

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on valuation inputs used to measure the fair value of the asset.

Level 1 – Valuation is based on quoted prices for identical instruments traded in active markets. At September 30, 2017, the County held no such assets.

Level 2 – Valuation is based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.

Level 3 – Valuation is based on model-based techniques that use significant inputs and assumptions not observable in the market. These unobservable inputs and assumptions reflect the Reserve Banks’ estimates of inputs and assumptions that market participants would use in pricing the assets and liabilities. Valuation techniques include the use of option pricing models, discounted cash flow models, and similar techniques. At September 30, 2017, the County held no such assets.

The categorization of investments within the hierarchy is based upon the pricing transparency of the instrument and should not be perceived as the particular investment’s risk.

The County invests in U.S. Treasury and Agency Securities which were valued using a matrix pricing model and determined to be Level 2 inputs.

The County has the following recurring fair value measurements as of September 30, 2017 (dollars in thousands):

*Investments by fair value level (Level 2)*

Debt securities	
U.S. Treasury securities	\$ 159,306
Agency securities	473,947
Total debt securities	<u>633,253</u>
Total Investments by fair value level	<u>633,253</u>

*Investments measured at the net asset value (NAV)*

Local Government Investment Pool (FLCLASS)	20,262
Local Government Investment Trust (FLGIT)	1,999
Total investments measured at the NAV	<u>\$ 22,261</u>

*Credit Risk*

The Board’s Investment Policy (Policy) limits credit risk by restricting authorized investments for their investment portfolio to the following:

- A.) Direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.
- B.) U.S. Government sponsored enterprises.
- C.) U.S. Government Agencies.
- D.) Florida Local Government Surplus Funds Trust Fund.
- E.) Interest-bearing time deposits or savings accounts in banks organized under the laws of Florida, in national banks organized under the laws of the United States and doing business and situated in Florida. Savings and loan associations which are under federal law and supervision, provided deposits are secured by collateral as may be prescribed by law. The institution must be fully insured by Federal Deposit Insurance Corporation, or Federal Savings and Loan Insurance Corporation, and are approved by the State Treasurer as a qualified public depository.
- F.) Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided their portfolio is limited to United States Government

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

obligations and repurchase agreements fully collateralized by such United States Government obligations.

- G.) Repurchase agreements with any primary brokers/dealers that are fully collateralized by direct obligations of United States, or United States government sponsored corporation/ instrumentalities, or United States government agencies.
- H.) Bonds, notes or obligations of any state of the United States, any municipality, political subdivision, agency or authority of this state which are exempt from federal income taxation, and are rated by any nationally recognized rating agency for municipal bonds in any of the two highest classifications.
- I.) SEC - registered, no-load money market mutual funds whose portfolios consist of tax exempt securities and repurchase agreements, whose shares of the mutual fund must be rated in the highest category by a nationally recognized rating service.
- J.) Florida Local Government Investment Trust (FLGIT).
- K.) SEC registered money market mutual funds with average portfolio maturities under 120 days, whose portfolios consist of United States Government securities and repurchase agreements secured by such securities.

The Board's Policy requires that collateral for overnight and term repurchase agreements must maintain a minimum price of 101 percent on U.S. Treasuries and 102 percent on Agencies and Instrumentalities not to exceed five (5) years, and must be "marked to market" on a weekly basis. The Board's Policy also requires that the obligations of any state or municipality be rated by at least one of the nationally recognized rating agencies in any one of the two (2) highest classifications, and that investments in money market mutual funds must be rated in the highest category by a nationally recognized rating service. All credit ratings

indicated in the above table are Standard & Poor's (S&P) ratings.

The Clerk does not have a formal written investment policy and thereby is required to follow Section 218.415, *Florida Statutes*, when investing surplus funds. This statute limits investing of surplus funds to the Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency, interest-bearing time deposits or savings accounts in qualified public depositories, or direct obligations of the U.S. Treasury. All other Constitutional Officers, except the Clerk, follow the guidance in Section 219.075, *Florida Statutes*, regarding the deposit of funds and the investment of surplus funds, in addition to Section 218.415, *Florida Statutes*.

#### *Custodial Credit Risk*

The Board's Policy requires that bank deposits be secured as provided by Chapter 280, *Florida Statutes*, and that the banks must be fully insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Savings and Loan Insurance Corporation (FSLIC) and approved by the State Treasurer as a public depository. At September 30, 2017, all of the County's bank deposits, including the Constitutional Officers', were in qualified public depositories.

The Board's Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and collateral, and requires that they be held in the County's name.

#### *Interest Rate Risk*

The Board's Policy requires an average minimum dollar amount equivalent to eight weeks of expenditures shall be held in a liquid investment, and securities will not be directly invested in or accepted as collateral that have a maturity date greater than five (5) years from the settlement date.

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

*Concentration of Credit Risk*

The Board's Policy establishes limitations on portfolio composition in order to control concentration of credit risk. The Board's Policy allows 100 percent of the portfolio to be invested in United States Treasuries/Agencies, 50 percent to be invested in Local Government Surplus Funds, 20 percent to be invested in repurchase agreements, 65 percent to be invested in money market mutual funds (no individual fund family can exceed 30 percent of the overall portfolio), 30 percent to be invested in Certificate of Deposits, and 5 percent to be invested in FLGIT. No more than 25 percent of

the total portfolio can be invested with one investment company.

The portion of the County's portfolio invested in Federal instrumentalities is detailed as follows, at September 30, 2017:

Issuer	Percent of Portfolio
Federal Home Loan Bank	14.34%
Federal Home Loan Mortgage Corp	9.25%
Federal National Mortgage Association	5.55%
Federal Farm Credit Bank	14.79%
Total Federal Instrumentalities	43.93%

*Receivables*

At September 30, 2017, receivables for the County's major funds and all other funds in aggregate were as follows (dollars in thousands):

	General Fund	Non-Major Governmental Funds	Total Governmental Funds
Accounts	\$ 80,703	\$ 377	\$ 81,080
Special assessments	-	3,711	3,711
Accrued interest	186	964	1,150
Less: allowance for bad debt	(74,137)	-	(74,137)
Total net receivables	\$ 6,752	\$ 5,052	\$ 11,804

	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Non-Major Enterprise Funds	Total Enterprise Funds	Internal Service Funds
Accounts	\$ 6,850	\$ 12,580	\$ -	\$ 4,567	\$ -	\$ 23,997	\$ 388
Grants	2,721	-	-	-	1,682	4,403	-
Special assessments	-	790	-	-	-	790	-
Accrued interest	-	313	69	143	10	535	107
Less: allowance for bad debt	(250)	(238)	-	-	-	(488)	-
Total net receivables	\$ 9,321	\$ 13,445	\$ 69	\$ 4,710	\$ 1,692	\$ 29,237	\$ 495

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets*

Capital asset activity for the fiscal year ended September 30, 2017, was as follows (dollars in thousands):

	Beginning Balance	Increases	Decreases	Ending Balance
<i><u>Governmental Activities:</u></i>				
Capital assets not being depreciated:				
Artwork	\$ 324	\$ -	\$ -	\$ 324
Land	596,440	7,536	(67)	603,909
Construction in progress	31,758	40,247	(4,404)	67,601
Easements & Rights of Way	66,659	-	-	66,659
Software in progress	481	248	(6)	723
Total capital assets not being depreciated	<u>695,662</u>	<u>48,031</u>	<u>(4,477)</u>	<u>739,216</u>
Capital assets being depreciated:				
Buildings	595,342	390	(1,783)	593,949
Improvements other than buildings	227,216	271	(287)	227,200
Machinery and equipment	276,282	10,756	(9,231)	277,807
Software	16,537	6	-	16,543
Infrastructure	757,247	1,542	(5,791)	752,998
Total capital assets being depreciated	<u>1,872,624</u>	<u>12,965</u>	<u>(17,092)</u>	<u>1,868,497</u>
Less accumulated depreciation for:				
Buildings	176,766	12,775	(1,337)	188,204
Improvements other than buildings	108,031	14,206	(286)	121,951
Machinery and equipment	191,819	16,654	(8,616)	199,857
Software	14,334	632	-	14,966
Infrastructure	284,539	19,789	(2,028)	302,300
Total accumulated depreciation	<u>775,489</u>	<u>64,056</u>	<u>(12,267)</u>	<u>827,278</u>
Total capital assets being depreciated, net	<u>1,097,135</u>	<u>(51,091)</u>	<u>(4,825)</u>	<u>1,041,219</u>
Total governmental activities capital assets, net	<u>\$ 1,792,797</u>	<u>\$ (3,060)</u>	<u>\$ (9,302)</u>	<u>\$ 1,780,435</u>

*Business-Type Activities:*

Capital assets not being depreciated:

Artwork

Port Authority	\$ 293	\$ -	\$ -	\$ 293
Total Artwork	<u>293</u>	<u>-</u>	<u>-</u>	<u>293</u>

Land

Port Authority	132,659	-	-	132,659
Water and Wastewater	26,488	-	-	26,488
Transportation Facilities	30,367	-	-	30,367
Solid Waste	27,150	-	-	27,150
Other non-major - Transit	9,099	-	-	9,099
Total land	<u>225,763</u>	<u>-</u>	<u>-</u>	<u>225,763</u>

Software in progress

Other non-major - Transit	689	420	(1,102)	7
Total software in progress	<u>689</u>	<u>420</u>	<u>(1,102)</u>	<u>7</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets (continued)*

	Beginning Balance	Increases	Decreases	Ending Balance
<i><u>Business-Type Activities (continued):</u></i>				
Construction in progress				
Port Authority	47,895	35,792	(17,419)	66,268
Water and Wastewater	68,886	86,508	(16,595)	138,799
Transportation Facilities	39	111	-	150
Solid Waste	3,486	2,612	(1,517)	4,581
Other non-major - Transit	588	1,358	(56)	1,890
Total construction in progress	<u>120,894</u>	<u>126,381</u>	<u>(35,587)</u>	<u>211,688</u>
Easements & rights of way				
Port Authority	45	58	-	103
Water and Wastewater	5,374	-	-	5,374
Transportation Facilities	14,119	-	-	14,119
Total Easements and Rights of Way	<u>19,538</u>	<u>58</u>	<u>-</u>	<u>19,596</u>
Total capital assets not being depreciated	<u>367,177</u>	<u>126,859</u>	<u>(36,689)</u>	<u>457,347</u>
Capital assets being depreciated:				
Buildings				
Port Authority	348,979	2,524	(89)	351,414
Water and Wastewater	54,691	3,046	-	57,737
Transportation Facilities	11,185	-	-	11,185
Solid Waste	121,208	1,517	(286)	122,439
Other non-major - Transit	40,328	-	-	40,328
Total buildings	<u>576,391</u>	<u>7,087</u>	<u>(375)</u>	<u>583,103</u>
Improvements other than buildings				
Port Authority	22,726	-	-	22,726
Water and Wastewater	425,331	18,873	(320)	443,884
Transportation Facilities	5,045	-	-	5,045
Solid Waste	34,976	-	-	34,976
Other non-major - Transit	2,146	47	(51)	2,142
Total improvements other than buildings	<u>490,224</u>	<u>18,920</u>	<u>(371)</u>	<u>508,773</u>
Machinery and equipment				
Port Authority	73,423	9,180	(385)	82,218
Water and Wastewater	131,250	3,155	(1,032)	133,373
Transportation Facilities	5,745	191	(118)	5,818
Solid Waste	219,391	665	(863)	219,193
Other non-major - Transit	41,646	1,591	(2,199)	41,038
Total machinery and equipment	<u>471,455</u>	<u>14,782</u>	<u>(4,597)</u>	<u>481,640</u>
Software				
Port Authority	3,460	-	-	3,460
Water and Wastewater	-	2,217	-	2,217
Transportation Facilities	482	-	-	482
Other non-major - Transit	334	570	-	904
Total software	<u>4,276</u>	<u>2,787</u>	<u>-</u>	<u>7,063</u>



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets (continued)*

	Beginning Balance	Increases	Decreases	Ending Balance
<i>Business-Type Activities (continued):</i>				
Infrastructure				
Port Authority	336,039	6,789	-	342,828
Water and Wastewater	377,540	75	(507)	377,108
Transportation Facilities	290,638	-	-	290,638
Solid Waste	30,239	5	-	30,244
Other non-major - Transit	136	-	-	136
Total infrastructure	<u>1,034,592</u>	<u>6,869</u>	<u>(507)</u>	<u>1,040,954</u>
Total capital assets being depreciated	<u>2,576,938</u>	<u>50,445</u>	<u>(5,850)</u>	<u>2,621,533</u>
Less accumulated depreciation for:				
Buildings				
Port Authority	84,423	7,084	-	91,507
Water and Wastewater	18,268	1,133	-	19,401
Transportation Facilities	5,863	252	-	6,115
Solid Waste	66,675	3,515	(28)	70,162
Other non-major - Transit	3,561	778	-	4,339
Total buildings	<u>178,790</u>	<u>12,762</u>	<u>(28)</u>	<u>191,524</u>
Improvements other than buildings				
Port Authority	14,073	1,442	-	15,515
Water and Wastewater	236,250	22,765	(222)	258,793
Transportation Facilities	3,341	212	-	3,553
Solid Waste	17,159	1,740	-	18,899
Other non-major - Transit	840	142	(24)	958
Total improvements other than buildings	<u>271,663</u>	<u>26,301</u>	<u>(246)</u>	<u>297,718</u>
Machinery and equipment				
Port Authority	32,636	6,402	(380)	38,658
Water and Wastewater	68,849	8,271	(870)	76,250
Transportation Facilities	4,379	192	(118)	4,453
Solid Waste	107,595	8,208	(810)	114,993
Other non-major - Transit	19,220	3,495	(2,198)	20,517
Total machinery and equipment	<u>232,679</u>	<u>26,568</u>	<u>(4,376)</u>	<u>254,871</u>
Software				
Port Authority	3,120	92	-	3,212
Water and Wastewater	-	443	-	443
Transportation Facilities	480	-	-	480
Other non-major - Transit	332	83	-	415
Total software	<u>3,932</u>	<u>618</u>	<u>-</u>	<u>4,550</u>
Infrastructure				
Port Authority	140,534	8,224	-	148,758
Water and Wastewater	198,387	12,269	(5)	210,651
Transportation Facilities	107,364	6,897	-	114,261
Solid Waste	8,475	999	-	9,474
Other non-major - Transit	3	3	-	6
Total infrastructure	<u>454,763</u>	<u>28,392</u>	<u>(5)</u>	<u>483,150</u>
Total accumulated depreciation	<u>1,141,827</u>	<u>94,641</u>	<u>(4,655)</u>	<u>1,231,813</u>
Total capital assets being depreciated, net	<u>1,435,111</u>	<u>(44,196)</u>	<u>(1,195)</u>	<u>1,389,720</u>
Total business-type activities capital assets, net	<u>\$ 1,802,288</u>	<u>\$ 82,663</u>	<u>\$ (37,884)</u>	<u>\$ 1,847,067</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets (continued)*

Interest costs related to construction are capitalized. Net interest expense capitalized for the year ended September 30, 2017, was \$4,039,000.

Depreciation expense was charged to functions as follows (dollars in thousands):

<i>Governmental activities:</i>		<i>Business-type activities:</i>	
General government	\$ 16,651	Port Authority	\$ 23,244
Public safety	7,881	Water and Wastewater	53,736
Physical environment	2,160	Transportation Facilities	7,553
Transportation	23,718	Solid Waste	14,462
Economic environment	333	Other non-major Transit	4,501
Human services	116	Total depreciation for	
Culture and recreation	13,197	business-type activities	<u>\$ 103,496</u>
Total depreciation for			
governmental activities	<u>\$ 64,056</u>		

Note: Total depreciation expense by function may not agree with the related disclosed accumulated depreciation because of asset transfers. Asset transfers may occur between asset categories such as Improvements Other Than Buildings and Infrastructure. The related accumulated depreciation for the asset transfer is reported in the Increase and/or Decrease columns on the schedule of capital assets; therefore, the increase in accumulated depreciation can be different from the current year's depreciation.

*Construction Commitments*

The County has active construction projects as of September 30, 2017. The significant commitments for remaining contracts were as follows (dollars in thousands):

	<u>Contract Amount</u>	<u>Amount Spent-to-date</u>	<u>Remaining Commitment</u>	<u>Retainage</u>
Port Authority	\$ 73,929	\$ 66,344	\$ 7,585	\$ 1,722
Water and Wastewater	109,047	34,852	74,195	2,795
Solid Waste	4,919	3,531	1,388	101
Culture & recreation	2,082	1,863	219	35
Transportation	109,892	58,468	51,424	2,440
Other	11,316	8,356	2,960	142
Total	<u>\$ 311,185</u>	<u>\$ 173,414</u>	<u>\$ 137,771</u>	<u>\$ 7,235</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Interfund Transactions*

*Due To/From Other Funds*

Interfund balances for the year ended September 30, 2017, consisted of the following (dollars in thousands):

	<i>Funds Reporting Due From Balances</i>						Total
	General Fund	Non-Major Gov't Funds	Transportation Facilities	Solid Waste	Other Non-Major Transit	Internal Service Funds	
<i>Funds Reporting Due To Balances:</i>							
General Fund	\$ -	\$ 1,071	\$ -	\$ 35	\$ -	\$ 1,534	\$ 2,640
Non-Major Governmental Funds	3,744	765	35	2	62	379	4,987
Port Authority	7	-	-	-	-	-	7
Water & Wastewater	1	-	-	20	-	152	173
Transportation Facilities	1	10,654	-	-	-	11	10,666
Solid Waste	-	-	-	-	-	6	6
Other Non-Major Transit	41	-	-	-	-	10	51
Internal Service Funds	767	1	-	15	7	7	797
	<u>\$ 4,561</u>	<u>\$ 12,491</u>	<u>\$ 35</u>	<u>\$ 72</u>	<u>\$ 69</u>	<u>\$ 2,099</u>	<u>\$ 19,327</u>

The majority of interfund balances as of September 30, 2017 are due to interfund billings for services and return of excess fees from the Constitutional Officers. There is one notable interfund balance of \$10,654,000 for the Transportation Facilities excess toll revenue transferred at year-end to the Transportation Capital Projects fund.

*Interfund Transfers*

Interfund transfers for the year ended September 30, 2017, consisted of the following (dollars in thousands):

	<i>Funds Reporting Transfers In</i>					Total
	General Fund	Non-Major Gov't Funds	Solid Waste	Other Non-Major Transit	Internal Service Funds	
<i>Funds Reporting Transfers out:</i>						
General Fund	\$ -	\$ 53,415	\$ 17	\$ 11,713	\$ 2,000	\$ 67,145
Non-Major Governmental Funds	2,574	86,311	-	728	-	89,613
Transportation Facilities	-	12,319	-	-	-	12,319
Internal Service Funds	4,163	-	-	-	-	4,163
	<u>\$ 6,737</u>	<u>\$ 152,045</u>	<u>\$ 17</u>	<u>\$ 12,441</u>	<u>\$ 2,000</u>	<u>\$ 173,240</u>

The majority of interfund transfers were for recurring annual transfers. There were three notable non-recurring transfers in 2017. The Self-Insurance Group Health fund transferred \$4,163,000 for retiree premium reimbursements to the Sheriff and the BoCC General fund, Capital Improvement transferred \$9,157,000 to Tourist Development for beach projects, and the Library transferred \$7,948,000 to Library Construction Projects for the Bonita Springs and North Fort Myers libraries.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Governmental Fund Balances*

At September 30, 2017, the County's governmental fund balances were classified as follows (dollars in thousands):

	General Fund	Other Governmental Funds	Total Governmental Funds
Nonspendable:			
Inventory	\$ 321	\$ 2,654	\$ 2,975
Total nonspendable	<u>321</u>	<u>2,654</u>	<u>2,975</u>
Restricted For:			
Improvement districts	-	7,621	7,621
Culture & recreation	-	9,665	9,665
Economic development	414	23,422	23,836
Health, safety & welfare	-	26,734	26,734
Transportation roads	-	156,718	156,718
Debt service	-	21,202	21,202
Court programs	-	3,013	3,013
Public records	-	4,426	4,426
Driver's education	-	788	788
Law enforcement activities	-	1,354	1,354
Total restricted	<u>414</u>	<u>254,943</u>	<u>255,357</u>
Committed:			
MSTU	-	32,187	32,187
Capital improvements	-	141,200	141,200
Court programs	-	5,825	5,825
Culture & recreation	6	31,391	31,397
Health, safety & welfare	-	542	542
Total committed	<u>6</u>	<u>211,145</u>	<u>211,151</u>
Assigned to:			
Supervisor of Elections	400	-	400
Transportation roads	-	2,319	2,319
Economic incentives	854	-	854
Economic development	4,055	-	4,055
Total assigned	<u>5,309</u>	<u>2,319</u>	<u>7,628</u>
Unassigned:			
Total fund balances	<u>\$ 121,248</u>	<u>\$ (1,298)</u>	<u>\$ 113,900</u>
	<u>\$ 121,248</u>	<u>\$ 469,763</u>	<u>\$ 591,011</u>

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

*Long-Term Obligations*

*Leases*

*Operating Leases*

The County is currently committed to various operating leases with terms in excess of one year. The future minimum rental payments as of September 30, 2017, were as follows (dollars in thousands):

<u>Fiscal Year(s)</u>	<u>Amount</u>
2018	\$2,988
2019	2,290
2020	1,589
2021	1,266
2022	942
2023-2027	2,421
2028-2032	2,344
2033-2037	<u>2,097</u>
Total	<u>\$15,937</u>

For all operating leases, rental expense is recorded with separate amounts for minimum rentals, contingent rentals, and sublease rentals.

The following schedule shows the total rental expense for all operating leases, including those with terms of less than one year, for the year ended September 30, 2017 (dollars in thousands):

Minimum rentals	\$2,812
Contingent rentals	30
Short-term leases	<u>1,072</u>
Total rent expense	<u>\$3,914</u>

An operating lease has a contingent rental when the amount of the rental payment may change based on the occurrence of certain events. For example, rental payments may increase due to additional usage or a change in the Consumer Price Index (CPI) rate or other economic indicators. Most operating leases have the option to renew for either a one or two year term. In most cases, the County expects to renew or replace all operating leases.

*Capital Leases*

Capitalized leases payable at September 30, 2017 amounted to \$6,677,000. These obligations, which are collateralized by equipment and vehicles, have total annual installments ranging from \$14,000 to \$567,000 including interest ranging from 1.99 percent to 3.65 percent and mature through 2025. As of year-end, equipment currently leased under capital leases in the governmental activities had a historical cost of \$6,359,000 and accumulated depreciation of \$928,000. Equipment currently leased under capital leases in the business-type activities had a historical cost of \$2,416,000 and accumulated depreciation of \$688,000.

Future minimum capital lease obligations as of September 30, 2017 were as follows (dollars in thousands):

<u>Fiscal Year</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
2018	\$ 873	\$ 549	\$ 1,422
2019	873	549	1,422
2020	650	469	1,119
2021	567	-	567
2022	567	-	567
2023 - 2026	2,269	-	2,269
Total	<u>\$ 5,799</u>	<u>\$ 1,567</u>	<u>\$ 7,366</u>
Less Interest:	<u>(635)</u>	<u>(54)</u>	<u>(689)</u>
Present Value:	<u>\$ 5,164</u>	<u>\$ 1,513</u>	<u>\$ 6,677</u>

*Revenue Bonds*

The County issued revenue bonds for both governmental and business-type activities. The descriptions and balances of the outstanding revenue bonds as of September 30, 2017, were as follows:

*Governmental Activities*

- Series 2010A Tourist Development Tax Revenue Bonds (Federally Taxable-Build America Bonds-Direct Subsidy) for \$42,480,000 at interest rates

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

ranging from 4.10 percent to 6.09 percent (effective interest rate of 5.79 percent), collateralized by a lien on and a pledge of the tourist development tax, gross revenues of the baseball stadiums, investment earnings, and federal direct subsidy payments on these Build America Bonds. The bonds are payable through 2033. The outstanding balance was \$42,480,000.

- Series 2010B Tourist Development Tax Revenue Bonds (Federally Taxable-Build America Bonds Recovery Zone Economic Development Bonds-Direct Subsidy) for \$37,403,000 at an interest rate of 6.29 percent (effective interest rate of 6.29 percent), collateralized by a lien on and a pledge of the tourist development tax, gross revenues of the baseball stadiums, investment earnings, and federal direct subsidy payments on these Build America Bonds-Recovery Zone Economic Development Bonds. The bonds are payable through 2040. The outstanding balance was \$37,403,000.
- Series 2013 Tourist Development Tax Revenue Bonds for \$41,475,000 at interest rates ranging from 3 percent to 5 percent (effective interest rate of 4.02 percent), collateralized by a lien on and a pledge of the tourist development tax, gross revenues of the baseball stadiums, and investment earnings. The bonds are payable through 2043. The outstanding balance was \$41,475,000.

The Tourist Development Tax Revenue Bonds were issued for the construction and capital improvements of the Hammond and the JetBlue baseball stadiums. The total principal and interest remaining to be paid on the Tourist Development Tax Revenue Bonds is \$232,311,000. The total principal and interest paid for the current year was \$7,622,000. For the current year, pledged revenues collected were \$41,316,000 and federal subsidies received to offset the interest expense were \$1,773,000.

- Series 2012 Non-Ad Valorem Refunding Revenue Bonds for \$48,385,000 at interest rates

ranging from 2 percent to 5 percent (effective interest rate of 2.21 percent), collateralized by a lien on and a pledge of non-ad valorem funds including ambulance service receipts, building permits, zoning fees, data processing fees, excess County Officer fees, franchise fees, guaranteed entitlement funds, investment earnings, license fees, pledged gas taxes, and sales tax. The bonds are payable through 2024. The outstanding balance was \$32,890,000.

- Series 2015 Non-Ad Valorem Refunding Revenue Bonds for \$48,640,000 at an interest rate of 5 percent (effective interest rate of 3.18 percent), collateralized by a lien on and a pledge of non-ad valorem funds including ambulance service receipts, building permits, zoning fees, data processing fees, excess County Officer fees, franchise fees, guaranteed entitlement funds, investment earnings, license fees, pledged gas taxes, and sales tax. The bonds are payable through 2026. The outstanding balance was \$48,640,000.

The total principal and interest remaining to be paid on the Non-Ad Valorem Bonds is \$107,686,000. Principal and interest paid for the current year and pledged revenues collected were \$9,835,000 and \$125,254,000, respectively.

*Business-Type Activities*

- Series 2010A Airport Revenue Refunding Bonds, for \$119,350,000 at interest rates ranging from 3.0 percent to 5.5 percent (effective interest rate of 5.25 percent), collateralized by a lien on and a pledge of net revenues of the SWFIA. The bonds are payable through 2022. The outstanding balance was \$68,375,000.
- Series 2011A Airport Revenue Refunding Bonds \$174,450,000 at interest rates ranging from 3.0 percent to 5.63 percent (effective interest rate of 5.53 percent), collateralized by a lien on and a pledge of net revenues of the SWFIA. The bonds are payable through 2032. The outstanding balance was \$173,640,000.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

- Series 2015 Airport Revenue Refunding Bonds, for \$33,425,000 at interest rate of 5 percent (effective interest rate of 4.65 percent), collateralized by a lien on and a pledge of net revenues of the SWFIA. The bonds are payable through 2033. The outstanding balance was \$33,425,000.

The Airport Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Airport Revenue Bonds is \$416,357,000. Principal and interest paid for the current year and pledged revenues collected were \$24,448,000 and \$36,283,000, respectively.

- Series 2011 Water and Sewer Refunding Revenue Bonds for \$74,855,000 at interest rates ranging from 3 percent to 5.25 percent (effective interest rate of 4.29 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2026. The outstanding balance was \$54,865,000.
- Series 2012A Water and Sewer Refunding Revenue Bonds for \$19,990,000 at an interest rate of 5 percent (effective interest rate of 3.65 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2029. The outstanding balance was \$19,990,000.
- Series 2012B Water and Sewer Refunding Revenue Bonds for \$7,490,000 at an interest rate of 5 percent (effective interest rate of 3.75 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2029. The outstanding balance was \$7,490,000.
- Series 2013A Water and Sewer Revenue Bonds for \$53,755,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 4.45 percent), collateralized by a lien on and a

pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2043. The outstanding balance was \$51,410,000.

- Series 2013B Water and Sewer Refunding Revenue Bonds for \$39,440,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 4.29 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2027. The outstanding balance was \$33,305,000.

The Water and Sewer Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Water and Sewer Revenue Bonds is \$248,702,000. Principal and interest paid for the current year and net pledged revenues collected were \$15,776,000 and \$69,425,000, respectively.

- Series 2014 Transportation Facilities Refunding Revenue Bonds for \$106,570,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 3.18 percent) collateralized by a lien on and pledge of the net revenues of the Sanibel Bridge, Cape Coral Bridge, and Midpoint Memorial Bridge Facilities. The bonds are payable through 2035. The outstanding balance was \$99,750,000.

The Transportation Facilities Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Transportation Facilities Revenue Bonds is \$141,260,000. Principal and interest paid for the current year and net pledged revenues collected were \$8,899,000 and \$36,366,000, respectively.

- Series 2016 Solid Waste System Refunding Revenue Bonds, for \$66,160,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 2.05 percent), collateralized by a lien on and a pledge of net revenues of the Lee County Solid Waste System. The bonds are

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

payable through 2026. The outstanding balance was \$66,160,000. The Solid Waste Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Solid Waste

Revenue Bonds is \$83,979,000. Principal and interest paid for the current year and net pledged revenues collected were \$1,724,000 and \$14,600,000, respectively.

The annual debt service requirements for revenue bonds at September 30, 2017, were as follows (dollars in thousands):

Fiscal Year(s)	Governmental Activities		Business-type Activities		Total	
	Principal	Interest	Principal	Interest	Principal	Interest
	2018	\$ 9,255	\$ 10,287	\$ 27,360	\$ 30,038	\$ 36,615
2019	3,580	9,975	29,645	28,721	33,225	38,696
2020	3,805	9,797	31,130	27,198	34,935	36,995
2021	4,045	9,606	32,785	25,625	36,830	35,231
2022	4,300	9,399	34,290	23,984	38,590	33,383
2023-2027	77,655	37,363	202,440	90,694	280,095	128,057
2028-2032	20,660	24,245	159,620	41,650	180,280	65,895
2033-2037	27,915	17,502	71,110	10,277	99,025	27,779
2038-2042	36,023	8,253	13,595	3,374	49,618	11,627
2043-2044	15,650	682	6,435	327	22,085	1,009
Total	<u>\$ 202,888</u>	<u>\$ 137,109</u>	<u>\$ 608,410</u>	<u>\$ 281,888</u>	<u>\$ 811,298</u>	<u>\$ 418,997</u>

Fiscal Year(s)	Port Authority		Water and Wastewater		Transportation Facilities		Solid Waste	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
	2018	\$ 10,230	\$ 14,208	\$ 7,790	\$ 7,980	\$ 4,105	\$ 4,751	\$ 5,235
2019	10,725	13,667	8,130	7,629	5,295	4,516	5,495	2,909
2020	11,310	13,065	8,485	7,261	5,560	4,245	5,775	2,627
2021	11,930	12,471	8,945	6,863	5,835	3,960	6,075	2,331
2022	12,500	11,875	9,285	6,429	6,120	3,661	6,385	2,019
2023-2027	75,275	48,225	53,905	24,414	36,065	13,221	37,195	4,834
2028-2032	98,395	25,106	39,840	10,974	21,385	5,570	-	-
2033-2037	45,075	2,300	10,650	6,391	15,385	1,586	-	-
2038-2042	-	-	13,595	3,374	-	-	-	-
2043-2044	-	-	6,435	327	-	-	-	-
Total	<u>\$ 275,440</u>	<u>\$ 140,917</u>	<u>\$ 167,060</u>	<u>\$ 81,642</u>	<u>\$ 99,750</u>	<u>\$ 41,510</u>	<u>\$ 66,160</u>	<u>\$ 17,819</u>



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Bond Resolutions*

The resolution for the following bonds established certain accounts and determined the order in which certain revenues are to be deposited into those accounts. In addition, there are various other covenants established by the official statements and County resolutions, including such items as debt service coverage, reporting requirements, and maintenance of facilities. Management believes that it has complied, in all material respects, with these covenants. All required balances at September 30, 2017, were maintained on all issues. The following issues are still outstanding:

Revenue Bonds

Tourist Development Tax Revenue Bonds,  
Series 2010A  
Tourist Development Tax Revenue Bonds,  
Series 2010B  
Tourist Development Tax Revenue Bonds,  
Series 2013  
Non-Advalorem Refunding Revenue Bonds, Series  
2012  
Non-Advalorem Refunding Revenue Bonds, Series  
2015  
Airport Revenue Refunding Bonds, Series 2010A  
Airport Revenue Refunding Bonds, Series 2011A  
Airport Revenue Refunding Bonds, Series 2015  
Water and Sewer Refunding Revenue Bonds,  
Series 2011  
Water and Sewer Refunding Revenue Bonds,  
Series 2012A  
Water and Sewer Refunding Revenue Bonds,  
Series 2012B  
Water and Sewer Refunding Revenue Bonds,  
Series 2013A  
Water and Sewer Refunding Revenue Bonds,  
Series 2013B  
Transportation Facilities Revenue Bonds, Series 2014  
Solid Waste System Refunding Revenue Bonds,  
Series 2016

*Defeased Bonds*

In prior years, the County defeased certain revenue bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt

service payments on old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the County's financial statements.

The amount of defeased bonds outstanding at September 30, 2017, consisted of the following (dollars in thousands):

Gulf Environmental Services, Inc. Water and Sewer System Revenue Bonds, Series 1998	\$40,795
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*Variable Debt*

The County entered into a \$3,700,000 line of credit on June 8, 2016 with a final maturity on June 7, 2018 with a commercial bank. The line of credit is to be used for initial financing of MSBU projects that are later secured with long-term financing, at an interest rate of London Interbank Offered Rates ("LIBOR") plus 162 basis points, but not less than 2.06 percent or greater than 4 percent. On September 30, 2017, the rate was 2.855 percent. Interest is payable monthly beginning July 1, 2016, on the unpaid balance until final maturity on June 7, 2018. Principal for all draws made against the line of credit is due on June 7, 2018. The line of credit is collateralized by special assessments levied against the benefited property owners of certain MSBUs. There was no outstanding balance as of September 30, 2017 or any draws taken in the current year. No principal or interest was paid in the current year.

*Notes Payable*

The County has entered into loan agreements with several banks and government agencies. These loans and agreements are used for both governmental and business-type activities. The descriptions and outstanding balances at September 30, 2017, were as follows:

Commercial Banks

The County has entered into loan agreements with three commercial banks to provide long-term financing for certain capital projects. The loans are

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

collateralized by special assessments levied against the benefited property owners of certain MSBU of the County. Interest is payable semi-annually. Principal is payable in equal annual installments maturing in fiscal years 2018 through 2030.

- Briarcrest Sewer district loan was issued on August 10, 2007, for \$324,000 at an interest rate of 5.51 percent. The outstanding balance was \$108,000.
- Harbor Drive district loan was issued on February 8, 2017, for \$476,000 at an interest rate of 4.12 percent. The loan refinanced the Harbor Drive district loan issued on February 29, 2008, at an interest rate of 4.67 percent and a maturity date of May 1, 2023. The purpose of the refinancing was to extend the maturity by five years to align the payment schedule with the district's special assessment payment schedule. The lower interest rate partially offset the effect of the extended maturity date and resulted in an additional interest cost of \$26,000. The outstanding balance was \$476,000.
- Western Acres district loan was issued on February 8, 2017, for \$808,000 at an interest rate of 4.12 percent. The loan refinanced the Western Acres district loan issued on April 25, 2008, at an interest rate of 4.36 percent and a maturity date of May 1, 2023. The purpose of the refinancing was to extend the maturity by five years to align the payment schedule with the district's special assessment payment schedule. The lower interest rate partially offset the effect of the extended maturity date and resulted in an additional interest cost of \$65,000. The outstanding balance was \$808,000.
- Emily Lane district loan was issued on August 19, 2009, for \$457,000 at an interest rate of 3.99 percent. The outstanding balance was \$208,000.
- McGregor Isle district loan was issued on June 10, 2010, for \$223,000 at an interest rate of 3.31 percent. The outstanding balance was \$28,000.
- San Carlos district loan was issued on June 30, 2010, for \$458,000 at an interest rate of 3.17 percent. The outstanding balance was \$227,000.
- McGregor Villages district loan was issued on June 23, 2010, for \$116,000 at an interest rate of 3.34 percent. The outstanding balance was \$55,000.
- Airport Woods Sewer district loan was issued on October 10, 2012, for \$451,000 at an interest rate of 2.85 percent. The outstanding balance was \$271,000.
- Port Carlos Dredge district loan was issued on August 9, 2013, for \$84,000 at an interest rate of 3.10 percent. The outstanding balance was \$42,000.
- Cherry Estates district loan was issued on November 4, 2014, for \$1,985,000 at an interest rate of 4.16 percent. The outstanding balance was \$1,143,000.

The total principal and interest remaining to be paid out on the MSBU notes payable is \$4,136,000. Principal and interest paid for the current year and pledged revenues collected were \$601,000 and \$588,000 respectively.

On August 14, 2013, the County entered into a loan agreement for \$35,540,000 with a commercial bank to refund the Capital and Transportation Facilities Refunding Revenue Bonds, Series 2003. The County covenanted to budget and appropriate legally available non-ad valorem revenues reduced by General Government and Public Safety expenditures. Interest is payable semi-annually at an interest rate of 2.09 percent. Principal is payable annually starting on October 1, 2014, and maturing on October 1, 2021. The outstanding balance was \$32,725,000.

The total principal and interest remaining to be paid out on the commercial bank loan for the refunding of the Capital and Transportation Facilities Refunding Revenue Bonds, Series 2003 is \$34,742,000. Principal and interest paid for the

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

current year and pledged revenues collected were \$1,684,000 and \$125,254,000, respectively.

On November 9, 2011, the County entered into a loan agreement for \$30,700,000 with a commercial bank to refund the Series 2001A Transportation Facilities Refunding Revenue Bonds. The loan is collateralized by a lien on and a pledge of the net revenues derived from the Transportation Facilities-three toll facilities- in the County. Interest is payable semi-annually at an interest rate of 1.71 percent. Principal is payable annually starting on October 1, 2012, and maturing on October 1, 2017. The outstanding balance was \$5,400,000.

The total principal and interest remaining to be paid out on the commercial bank loan for the Transportation Facilities Refunding Revenue Series 2011 bank loan is \$5,447,000. Principal and interest paid for the current year and pledged revenues collected for the debt were \$5,450,000 and \$36,366,000, respectively.

Florida Department of Environmental Protection

- On June 15, 2005, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow \$3,375,000, excluding capitalized interest, at an interest rate of 2.67 percent for the construction of the North Lee County Water Treatment Plant. The agreement was amended to authorize the borrowing, excluding capitalized interest, of an additional \$6,000,000, \$5,000,000, \$3,000,000, \$3,200,000, and \$4,557,000 at interest rates of 2.58 percent, 2.64 percent, 2.64 percent, 2.77 percent, and 2.57 percent respectively. To date the County has received a total of \$26,255,000 which includes \$25,132,000 in disbursements and \$1,123,000 in service fees and capitalized interest. The first of 40 semiannual loan payments was due on July 15, 2008 for \$691,000. On July 15, 2010, and thereafter, the semiannual installments of \$858,000 are due on January 15 and July 15 of each year until all amounts due have been fully paid in 2028. The outstanding balance was \$15,660,000.

- On March 3, 2009, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow up to \$35,930,000 for various construction projects. The first installment was for \$10,000,000, excluding capitalized interest, at an interest rate of 3.17 percent. The agreement was amended to authorize the borrowing, excluding capitalized interest, of \$10,000,000, \$10,000,000, and \$3,559,000 at interest rates of 2.62 percent, 2.22 percent, and 2.79 percent respectively. To date the County has received \$34,518,000 which includes capitalized interest and service fees of \$950,000. The first of 40 semiannual loan payments began on October 15, 2010 for \$683,000 and which was increased to \$1,000,000 on April 15, 2011 and \$1,121,000 on October 15, 2011. On April 15, 2012 and thereafter the semiannual installments of \$1,128,000 are due on April 15 and October 15 of each year until all amounts due have been fully paid in 2030. The outstanding balance was \$24,609,000.

- On December 4, 2015, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow up to \$28,800,000 excluding capitalized interest, at an interest rate of .95 percent for the Three Oaks Waste Water Treatment Plant Improvement construction projects. To date the County has received \$11,612,000 which includes capitalized interest and service fees of \$256,000. The first of 40 semiannual loan payments is due to begin on June 15, 2019 and semiannual thereafter on December 15 and June 15 of each year until all amounts due have been fully paid in 2038. Each semiannual payment will be \$819,000 until the payment amount is adjusted by an amendment. The outstanding balance was \$11,612,000.

- On February 28, 2017, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow up to \$17,363,000 excluding capitalized interest, at an interest rate of 1.08 percent for the Advance Metering

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

Information (AMI) System project. To date the County has received \$4,675,000 which includes capitalized interest and service fees of \$112,000. The first of 30 semiannual loan payments is due to begin on August 15, 2020 and semiannual thereafter on February 15 and August 15 of each year until all amounts due have been fully paid in 2035. Each semiannual payment will be \$651,000 until the payment amount is adjusted by an amendment. The outstanding balance was \$4,675,000.

The total principal and interest remaining to be paid out on the Florida Department of Environmental Protection loans is \$78,505,000. Principal and interest paid for the current year and pledged revenues collected were \$4,199,000 and \$38,631,000, respectively.

The annual debt service requirements for notes payable at September 30, 2017, were as follows (dollars in thousands):

Fiscal Year(s)	Governmental		Business-type		Total	
	Activities		Activities		Principal	Interest
	Principal	Interest	Principal	Interest		
2018	\$ 1,383	\$ 808	\$ 8,318	\$ 2,011	\$ 9,701	\$ 2,819
2019	8,036	702	3,260	2,011	11,296	2,713
2020	8,196	526	3,753	2,079	11,949	2,605
2021	8,361	346	3,986	2,088	12,347	2,434
2022	8,520	163	4,079	2,070	12,599	2,233
2023-2027	1,215	215	21,876	10,072	23,091	10,287
2028-2032	380	27	11,833	1,516	12,213	1,543
2033-2037			3,901	139	3,901	139
2038-2042			950	10	950	10
	<u>\$ 36,091</u>	<u>\$ 2,787</u>	<u>\$ 61,956</u>	<u>\$ 21,996</u>	<u>\$ 98,047</u>	<u>\$ 24,783</u>

### Other Obligations

#### Self-Insurance Claims Payable

Self-insurance claims payable are fully described in Note IX. Since the self-insurance activity is accounted for in an internal service fund, it has been categorized in the governmental activities on the government-wide Statement of Net Position. The balance at September 30, 2017, consisted of the following (dollars in thousands):

Self-insurance group health & dental	\$ 6,943
Sheriff internal service fund	4,385
Self-insurance general liability	<u>13,714</u>
Total self-insurance claims payable	<u>\$25,042</u>

#### Arbitrage Rebate Payable

Any excess interest earnings on tax-exempt bond proceeds must be remitted to the federal government in five-year intervals. Even though a payment may not be required until several years into the future, the liability is recognized as it is probable and measurable. The liability is recorded in both governmental and business-type activities. The obligation as of September 30, 2017 is \$353,000.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Changes in Long-Term Debt*

Changes in bonded and other indebtedness of the County for the year ended September 30, 2017, were as follows (dollars in thousands):

<u>Governmental Activities:</u>	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable:					
Revenue bonds	\$ 212,083	\$ -	\$ (9,195)	\$ 202,888	\$ 9,255
Less/plus deferred amounts:					
Unamort discount/premium	12,432	-	(1,622)	10,810	-
Total bonds payable	224,515	-	(10,817)	213,698	9,255
Variable debt	30	-	(30)	-	-
Notes payable	46,034	1,284	(11,227)	36,091	1,383
Other:					
Self-insurance claims payable	23,392	102,817	(101,167)	25,042	13,648
Capital Lease	5,885	-	(721)	5,164	739
Case settlement	650	-	(650)	-	-
Net pension liability	300,923	76,025	(40,874)	336,074	2,014
Other postemployment benefits	500,486	67,139	(81,665)	485,960	-
Compensated absences	21,553	20,019	(20,004)	21,568	9,454
Total governmental activity long-term liabilities	<u>\$ 1,123,468</u>	<u>\$ 267,284</u>	<u>\$ (267,155)</u>	<u>\$ 1,123,597</u>	<u>\$ 36,493</u>

Other long-term liabilities are typically liquidated by the individual fund to which the liability is directly associated. The liability for compensated absences is liquidated primarily by the General Fund, with other governmental funds and internal service funds liquidating less than 10 percent each on an annual basis. The entire claims liability is reported in the Self-Insurance Group Health and Dental Fund and will be liquidated by that fund.

<u>Business-Type Activities:</u>	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Port Authority</u>					
Bonds payable:					
Revenue bonds	\$ 285,190	\$ -	\$ (9,750)	\$ 275,440	\$ 10,230
Less/plus deferred amounts:					
Unamort discount/premium	5,646	-	(430)	5,216	-
Total bonds payable	290,836	-	(10,180)	280,656	10,230
Capital Leases	1,473	-	(358)	1,115	364
Net pension liability	26,831	4,216	(1,562)	29,485	169
Other postemployment benefits	48,322	3,434	(14,417)	37,339	-
Compensated absences	1,505	2,884	(2,751)	1,638	1,276
Total Port Authority long-term liabilities	<u>\$ 368,967</u>	<u>\$ 10,534</u>	<u>\$ (29,268)</u>	<u>\$ 350,233</u>	<u>\$ 12,039</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Changes in Long-Term Debt (continued)*

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Water and Wastewater</u>					
Bonds payable:					
Revenue bonds	\$ 174,525	\$ -	\$ (7,465)	\$ 167,060	\$ 7,790
Less/plus deferred amounts:					
Unamort discount/premium	12,957	-	(1,167)	11,790	-
Total bonds payable	187,482	-	(8,632)	178,850	7,790
Notes payable	43,334	16,287	(3,065)	56,556	2,918
Arbitrage rebate payable	266	87	-	353	-
Capital Lease	549	-	(151)	398	155
Net pension liability	13,500	1,362	(643)	14,219	125
Other postemployment benefits	34,278	2,338	(10,224)	26,392	-
Compensated absences	932	376	(312)	996	88
Total Water and Wastewater long-term liabilities	<u>\$ 280,341</u>	<u>\$ 20,450</u>	<u>\$ (23,027)</u>	<u>\$ 277,764</u>	<u>\$ 11,076</u>
<u>Transportation Facilities</u>					
Bonds payable:					
Revenue bonds	\$ 103,735	\$ -	\$ (3,985)	\$ 99,750	\$ 4,105
Less/plus deferred amounts:					
Unamort discount/premium	14,424	-	(1,735)	12,689	-
Total bonds payable	118,159	-	(5,720)	112,439	4,105
Notes payable	10,710	-	(5,310)	5,400	5,400
Net pension liability	3,777	404	(514)	3,667	43
Other postemployment benefits	11,426	1,384	(3,426)	9,384	-
Compensated absences	265	349	(302)	312	28
Total Transportation Facilities long-term liabilities	<u>\$ 144,337</u>	<u>\$ 2,137</u>	<u>\$ (15,272)</u>	<u>\$ 131,202</u>	<u>\$ 9,576</u>
<u>Solid Waste</u>					
Bonds payable:					
Revenue bonds	\$ 66,160	\$ -	\$ -	\$ 66,160	\$ 5,235
Less/plus deferred amounts:					
Unamort discount/premium	10,834	-	(1,636)	9,198	-
Total bonds payable	76,994	-	(1,636)	75,358	5,235
Landfill closure & postclosure costs	13,893	1,170	-	15,063	-
Net pension liability	4,739	1,219	(536)	5,422	48
Other postemployment benefits	9,759	1,183	(2,927)	8,015	-
Compensated absences	291	440	(424)	307	27
Total Solid Waste long-term liabilities	<u>\$ 105,676</u>	<u>\$ 4,012</u>	<u>\$ (5,523)</u>	<u>\$ 104,165</u>	<u>\$ 5,310</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Changes in Long-Term Debt (continued)*

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u><i>Other Non-Major - Transit</i></u>					
Notes Payable	\$ 589	\$ -	\$ (589)	\$ -	\$ -
Net pension liability	11,363	793	(464)	11,692	130
Other postemployment benefits	26,899	2,452	(8,042)	21,309	-
Compensated absences	548	992	(973)	567	50
Total Other Non-Major long-term liabilities	<u>\$ 39,399</u>	<u>\$ 4,237</u>	<u>\$ (10,068)</u>	<u>\$ 33,568</u>	<u>\$ 180</u>
<u><i>Total Business-Type Activities</i></u>					
Bonds payable:					
Revenue bonds	\$ 629,610	\$ -	\$ (21,200)	\$ 608,410	\$ 27,360
Less/plus deferred amounts:					
Unamort discount/premium	43,861	-	(4,968)	38,893	-
Total bonds payable	<u>673,471</u>	<u>-</u>	<u>(26,168)</u>	<u>647,303</u>	<u>27,360</u>
Notes payable	54,633	16,287	(8,964)	61,956	8,318
Landfill closure & postclosure costs	13,893	1,170	-	15,063	-
Arbitrage rebate payable	266	87	-	353	-
Capital leases	2,022	-	(509)	1,513	519
Net pension liability	60,210	7,994	(3,719)	64,485	515
Other postemployment benefits	130,684	10,791	(39,036)	102,439	-
Compensated absences	3,541	5,041	(4,762)	3,820	1,469
Total business-type activity long-term liabilities	<u>\$ 938,720</u>	<u>\$ 41,370</u>	<u>\$ (83,158)</u>	<u>\$ 896,932</u>	<u>\$ 38,181</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

NOTE VI. SEGMENT INFORMATION

*Segment Information- Port Authority*

The County has outstanding revenue bonds which are financed by Southwest Florida International Airport revenues. These activities, and the activities of the Page Field General Aviation and other Port Authority activities, are accounted for in a single fund (Lee County Port Authority). Summary financial information for the Southwest Florida International Airport is presented below (dollars in thousands) as of September 30, 2017.

	Southwest Florida International Airport
<u>Condensed Statement of Net Position</u>	
Assets	
Current assets	\$ 81,627
Restricted assets	43,740
Capital assets (net)	633,056
Total assets	758,423
Deferred outflows of resources	17,978
Liabilities	
Current liabilities	15,506
Current liabilities payable from restricted assets	17,458
Noncurrent liabilities	331,238
Total liabilities	364,202
Deferred inflows of resources	12,149
Net position	
Net investment in capital assets	381,827
Restricted	11,291
Unrestricted	6,932
Total net position	\$ 400,050
<u>Condensed Statement of Revenues, Expenses, and Changes in Net Position</u>	
Operating revenues	
User fees	\$ 43,936
Rentals	3,517
Concessions	45,291
Miscellaneous	299
Less: Rebates	(3,482)
Total operating revenues	89,561
Operating expenses	
Depreciation	20,818
Other operating expenses	64,004
Total operating expenses	84,822
Operating income	4,739



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Segment Information- Port Authority (continued)*

	Southwest Florida International Airport
Non-operating revenues (expenses)	
Investment earnings	1,143
Interest expense	(14,462)
Other non-operating	623
Total non-operating revenues (expenses)	(12,696)
Loss before capital contributions	(7,957)
Capital contributions	10,015
Transfers	2,189
Change in net position	4,247
Beginning net position	395,803
Ending net position	\$ 400,050
<u>Condensed Statement of Cash Flows</u>	
Net cash provided (used) by:	
Operating activities	\$ 24,743
Noncapital financing activities	6,667
Capital and related financing activities	(33,849)
Investing activities	1,143
Net decrease	(1,296)
Beginning cash, cash equivalents and investments	120,772
Ending cash, cash equivalents and investments	\$ 119,476

Certain funds that relate to activities at both the Southwest Florida International Airport and Page Field are not included in the segmented statements, including the K-9 donation fund and the discretionary fund. In addition, all of the funds related to the passenger facility charges and Page Field activities are omitted from the segmented statements.

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

**NOTE VII. OTHER POSTEMPLOYMENT BENEFITS**

The County maintains two single-employer, defined benefit other postemployment benefits plans ("OPEB"), the Group Health Program for Lee County administered by Aetna and the Lee County Sheriff Health Care Plan administered by the Self-Insured Benefit Administrator.

Pursuant to provisions of Section 112.08, *Florida Statutes*, former employees and eligible dependents who retire from the local government unit may continue to participate in the group or self-insurance plan for comprehensive health and hospitalization at a premium cost not to exceed the premium cost for active employees. Contribution requirements of the County and Sheriff Office are established and may be amended by the employer.

The County's total OPEB liability as of September 30, 2017, was \$588,399,000.

*Group Health Program for Lee County*

Plan Description

The Group Health Program for Lee County ("GHPLC") provides medical, dental, vision and life insurance benefits (OPEB) to County retirees and their spouses. All the Constitutional Officers, except the Lee County Sheriff, participate in GHPLC. At October 1, 2017, the date of the latest actuarial valuation, plan participation consisted of 3,735 current active plan members, 908 retirees and 351 eligible dependents receiving postemployment health care benefits. In addition, Medicare eligible retirees and their Medicare eligible dependents may enroll in the Medicare Advantage Plan (MAP), a fully funded insurance plan administered by United Healthcare.

Funding Policy

The County subsidizes the premium rates paid by retirees by allowing them to participate at blended premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, retiree claims are expected to result in higher costs to the plan on average than those of active employees. In

addition, for retirees with a hire date prior to January 1, 2008, the County offers a direct subsidy of 60 percent for MAP participants and 50 percent for Aetna participants. A \$96 discount is applied for plan members enrolled in Medicare Part B for the self-insurance plan. No discount is offered for MAP. The Clerk of Circuit Court does not subsidize any contribution rates. Vision and dental insurance are offered to retirees; however, they are not subsidized by the County. The plan also allows retirees the option to continue to participate in the GHPLC life insurance policy. The life insurance is only available to the retiree, and has a face value of \$5,000. The following table summarizes the retirees' monthly contribution rates for 2017. The Plan is funded on a pay-as-you-go basis.

	General Employee Retirees		Clerk of Circuit Court Retirees	
	Aetna	MAP	Aetna	MAP
<b>Medical/ Prescriptions:</b>				
<b>Retiree only</b>				
Pre 65 years old	\$390	N/A	\$780	N/A
Medicare Eligible	294	180	780	451
<b>Retiree plus spouse</b>				
Pre 65 years old	788	N/A	1,575	N/A
Medicare Eligible	595	360	1,575	902
<b>Retiree plus dependent</b>				
Pre 65 years old	773	N/A	1,545	N/A
Medicare Eligible	580	360	1,545	902
<b>Retiree plus family</b>				
Pre 65 years old	795	N/A	1,590	N/A
Medicare Eligible (3) (spouse + one dep)	602	540	1,590	1,353
<b>Life:</b>				
Individual Coverage	5		5	
Spouse	N/A		N/A	

Actuarial Methods and Assumptions

At September 30, 2017, The County's total OPEB liability of \$302,042,000 was measured as of September 30, 2017, and was determined by an actuarial valuation as of that date. The following actuarial assumptions and other inputs were applied to all periods included in the measurement:

Inflation Rate	2.5%
Salary Increases	N/A
Discount Rate	3.64%
Healthcare cost trend rate	7.93% Pre 65 9.51% at least 65 9.59% MAP



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

A publicly available financial report that includes financial statements and required supplementary information is not available for either plan.

Funding Policy

The current published monthly rates for retiree Health Care coverage are \$753 for single and \$1,419 for retiree plus spouse. An \$80 discount is applied for plan members enrolled in Medicare Part B. The LCSO subsidizes a percentage of the monthly major medical and hospitalization insurance for employees hired prior to October 1, 2010 based on the number of years of service credited to the Florida Retirement System ("FRS") before retirement. Vision and dental insurance are offered to retirees; however, they are not subsidized by LCSO.

The retiree contribution rate for the life insurance policy is \$0.80 per month. The table below shows the contribution percentages for the corresponding years of service. The plan is funded on a pay-as-you-go basis.

Percent of the Total Contribution Rates Paid by Retiree		
Eligible Service Credit at Retirement or Termination	Retiree	Dependent
More than 10 years but less than 15 years	100%	100%
15 years	25%	100%
16 years	20%	100%
17 years	15%	100%
18 years	10%	100%
19 years	5%	100%
20 years or more	0%	50%

Actuarial Methods and Assumptions

At September 30, 2017, the Sheriff's total OPEB liability was measured as of September 30, 2016, and was determined by an actuarial valuation as of that date. The following actuarial assumptions and other inputs were applied to all periods included in the measurement:

Inflation	2.5%
Discount Rate	3.06%
Salary Increases	FRS rates used in July 2016 actuarial valuation 3.7% - 7.8% including inflation.
Healthcare Cost Trend Rate	Based on Getzen Model, starting at 7.25% and decreasing to 4.25 % plus 0.46% increase for

Retirees' share of benefit cost of Variable: See Percent of the Total Contribution Rates Paid by Retiree table. excise tax

The discount rate was based on the 20 Year Municipal Bond Rate.

Mortality rates were based tables used in the July 2016 actuarial valuation of the Florida Retirement System. They are based on the results of statewide experience study covering the period of 2008 through 2013.

The actuarial assumptions used in the September 30, 2016 valuation were based on the results of an actuarial experience study for the period October 1, 2015 through September 30, 2016.

Changes in the Total OPEB Liability

Balance at September 30, 2016	\$242,209,000
Changes for the year:	
Services Cost	8,466,000
Interest	9,205,000
Change in Assumptions	31,576,000
Contributions from Employer	(5,099,000)
Net Changes	<u>44,148,000</u>
Balance at September 30, 2017	<u>\$286,357,000</u>

The following presents the total OPEB liability of the Sheriff as well as what the Sheriff's total OPEB liability would be if it were calculated using a discount rate that is 1 percent higher or 1 percent lower than the current discount rate.

Description	1% Decrease (2.06%)	Current Rate (3.06%)	1% Increase (4.06%)
OPEB Liability	\$ 344,870,000	\$ 286,357,000	\$ 239,591,000

The following presents the total OPEB liability of the Sheriff as well as what the Sheriff's total OPEB liability would be if it were calculated using Healthcare trend rates that are 1 percent higher or 1 percent lower than the current healthcare cost trend rate.

Description	1% Decrease	Trend Rate	1% Increase
OPEB Liability	\$ 226,621,000	\$ 286,357,000	\$ 367,545,000

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

For the year ended September 30, 2017, the County recognized OPEB expense of \$ 20,651,789 related to the Sheriff. At September 30, 2017 the County reported deferred outflows of resources related to the Sheriff's OPEB from the following sources:

Description	Deferred Outflows of Resources
Contributions Subsequent to Measurement Date	\$ 4,607,000
Changes in Actuarial Assumptions	28,595,000
Total	<u>\$ 33,202,000</u>

Deferred outflows of resources included \$4,607,000 resulting from contributions subsequent to the measurement date. This amount will be recognized as a reduction of the OPEB liability in the year ended September 30, 2018. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended September 30:	
2018	\$ 2,981,000
2019	2,980,000
2020	2,980,000
2021	2,980,000
2022	2,980,000
Total Thereafter	13,694,000

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

NOTE VIII. RETIREMENT PLANS

*Defined Benefit Pension Plans*

*Background*

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

All regular County employees are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site ([www.dms.myflorida.com](http://www.dms.myflorida.com)).

The County's pension expenses for both the FRS Pension Plan and HIS Plan for the year ended September 30, 2017 totaled \$58,880,000.

*Florida Retirement System Pension Plan (FRS Plan)*

Plan Description

The Florida Retirement System Pension Plan (FRS Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- *Regular Class* - Members of the FRS who do not qualify for membership in the other classes.
- *Elected County Officers Class* - Members who hold specified elective offices in local government.
- *Senior Management Service Class (SMSC)* - Members in senior management level positions.
- *Special Risk Class* - Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

Class, Initial Enrollment, and Retirement Age/Years of Service:	% Value
<b>Regular Class members initially enrolled before July 1, 2011</b>	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or up to 31 years of service	1.63
Retirement up to age 64 or up to 32 years of service	1.65
Retirement up to age 65 or up to 33 years of service	1.68
<b>Regular Class members initially enrolled on or after July 1, 2011</b>	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or up to 34 years of service	1.63
Retirement up to age 67 or up to 35 years of service	1.65
Retirement up to age 68 or up to 36 years of service	1.68
<b>Elected County Officers</b>	3.00
<b>Senior Management Service Class</b>	2.00
<b>Special Risk Regular</b>	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement. In 2017, Senate Bill 7022 made several changes to FRS. The bill provides for renewed membership in the investment plan to reemployed defined contribution plan retirees, as well as, In-Line-of Duty Death Benefits.

Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3 percent employee contributions on a pretax basis. The contribution rates attributable to the County, effective July 1, 2016, were applied to employee salaries as follows: regular employees 5.80 percent, county elected officials 40.75 percent, senior management 20.05 percent, and DROP participants 11.33 percent. The County's contributions to the FRS Plan were \$27,667,000 for the year ended September 30, 2017.

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2017, the County reported a liability of \$310,644,000 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The County's proportion of the net pension liability was based on the County's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2016, through June 30, 2017, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2017, the County's proportion was 1.0502 percent, which was an increase of 0.0080 percent from its proportion measured as of June 30, 2016.

For the year ended September 30, 2017, the County recognized pension expense of \$51,689,000 for its proportionate share of FRS's pension expense.

In addition, the County reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 28,509,000	\$ 1,721,000
Changes in Actuarial Assumptions	104,398,000	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	7,698,000
Changes in Proportion and Differences Between County Contributions and Proportionate Share of Contributions	11,418,000	7,404,000
County Contributions Subsequent to the Measurement Date	7,663,000	-
Total	\$ 151,988,000	\$ 16,823,000

Deferred outflows of resources related to pensions included \$7,663,000 resulting from contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net pension liability in the year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:	
2018	\$16,068,000
2019	42,792,000
2020	31,292,000
2021	7,974,000
2022	21,546,000
Thereafter	7,830,000

Actuarial Assumptions

The total pension liability in the July, 1 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60 %, per year
Salary increases	3.25 %, average
Investment rate of return	7.10 %

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. The actuarial assumptions used in the July 1, 2017, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic



Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.0%	3.0%	1.8%
Fixed Income	18.0%	4.5%	4.4%	4.2%
Global Equity	53.0%	7.8%	6.6%	17.0%
Real Estate (property)	10.0%	6.6%	5.9%	12.8%
Private Equity	6.0%	11.5%	7.8%	30.0%
Strategic Investments	12.0%	6.1%	5.6%	9.7%
Totals	100%			
Assumed Inflation - Mean			2.6%	1.9%

Discount Rate

The discount rate used to measure the total pension liability was 7.10 percent for the FRS Plan. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, each of the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Liability Sensitivity

The following presents the County's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	6.10%	7.10%	8.10%
County's Proportionate Share of the			
FRS Plan Net Pension Liability	\$ 562,246,000	\$ 310,644,000	\$ 101,756,000

Pension Plan Fiduciary Net Position

Detailed information about the FRS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. The report may be obtained through the Florida Department of Management Services website: <http://www.dms.myflorida.com>.

Retiree Health Insurance Subsidy Program (HIS Plan)

Plan Description

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended June 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2017,

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

the contribution rate was 1.66 percent of payroll pursuant to section 112.363, Florida Statutes. The County contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The County's contributions to the HIS Plan were \$4,526,000 for the year ended September 30, 2017.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2017, the County reported a liability of \$89,915,000 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The County's proportion of the net pension liability was based on the County's contributions received during the measurement period for employer payroll paid dates from July 1, 2016, through June 30, 2017, relative to the total employer contributions received from all participating employers. At June 30, 2017, the County's proportion was 0.8409 percent, which was an increase of 0.0001 percent from its proportion measured as of June 30, 2016.

For the year ended September 30, 2017, the County recognized pension expense of \$7,190,000 for its proportionate share of HIS's pension expense. In addition, the County reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ -	\$ 187,000
Changes in Actuarial Assumptions	12,639,000	7,775,000
Net Difference Between Projected and Actual Earnings on HIS Program Investments	49,000	-
Changes in Proportion and Differences Between County Contributions and Proportionate Share of Contributions	3,400,000	1,472,000
County Contributions Subsequent to the Measurement Date	1,159,000	-
Total	\$ 17,247,000	\$ 9,434,000

Deferred outflows of resources related to pensions included \$1,159,000 resulting from contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net pension liability in the year ended September 30, 2018. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:

2018	\$1,825,000
2019	1,815,000
2020	1,811,000
2021	1,486,000
2022	832,000
Thereafter	(1,115,000)

Actuarial Assumptions

The total pension liability in the July 1, 2017, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60 %, per year
Salary increases	3.25 %, avg with inflation
Municipal Bond Rate	3.58 %

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. The actuarial

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

assumptions used in the July 1, 2017, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

Discount Rate

The discount rate used to measure the total pension liability was 3.58 percent for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Pension Liability Sensitivity

The following presents the County's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	2.58%	3.58%	4.58%
County's Proportionate Share of the HIS Plan Net Pension Liability	\$ 102,605,000	\$ 89,915,000	\$ 79,345,000

Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website: <http://www.dms.myflorida.com>.

*Defined Contribution Plan*

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. County employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members.

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2017, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the County.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The County's Investment Plan pension expense totaled \$5,523,000 for the year ended September 30, 2017.

#### NOTE IX. OTHER INFORMATION

##### *Risk Management*

The County is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. After September 30, 1989, and prior to October 1, 1987, the Board established a Self-Insured Retention (SIR) program (an internal service fund) to account for and finance its uninsured risks of loss. Under this program, the SIR provides coverage in the areas mentioned below. The County purchases commercial insurance for claims in excess of coverage provided by the fund and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three fiscal

years. As a result, there was no reduction in insurance coverage.

The County remains liable for open claims asserted prior to October 1, 1987, and after September 30, 1989, covered under the existing self-insurance program, limited to the established annual loss fund limits for unasserted claims for a period, generally four years after date of occurrence. Claims that are filed or settled after the end of the fiscal year of occurrence are charged to, and accumulated within, the year of occurrence. Consequently, the County's total liability within any one year is limited to the annual loss fund limits.

From October 1, 1987, to September 30, 1989, the County was a member of the Southwest Florida Intergovernmental Risk Management Association (SFIRMA), a local government liability risk pool. SFIRMA administered insurance activities similar to those provided by the Board's SIR program. SFIRMA absorbed losses up to a specific amount annually and purchased excess and other specific coverages from third-party carriers.

The County remains liable for estimated additional assessments of \$30,000 arising from its years of membership in SFIRMA, which has changed its name to Public Risk Management of Florida.

Additionally, the Board and the Sheriff maintain self-insurance internal service funds to administer insurance activities relating to countywide employee group health and dental programs. The County absorbs losses related to these programs up to aggregate annual loss fund limits. Excess and other specific coverages are purchased from third-party carriers. Funding for these programs is generated by charges to the operating departments based on management's annual estimates of claim loss funding and administration/operating costs.

At September 30, 2017, the County had recorded liabilities equal to the amounts reflected as reserved and unasserted claims. These amounts were calculated by the third-party self-insurance program's underwriters and actuaries, based on

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

industry standards. These liabilities are subject to adjustments in future years, which would be

recorded as claim expenses when they are estimated.

The County's and Sheriff's SIR programs and excess insurance provides coverage for all the County and Sheriff departments' exposure. Funding for the SIR is generated by charges to the operating departments based on management's annual estimates of claim loss funding and administration/operating costs. Changes in the County and Sheriff funds' claims liability for the years ended September 30, 2017 and 2016, were as follows (dollars in thousands):

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Balance at Year- End
<i>Self-Insurance Group Health and Dental:</i>				
2017	\$10,286	\$92,092	(\$91,050)	\$11,328
2016	9,411	87,748	(86,873)	10,286
<i>Self-Insurance General Liability:</i>				
2017	\$13,106	\$11,071	(\$10,463)	\$13,714
2016	12,402	4,295	(3,591)	13,106

### *Landfill Closure and Postclosure Liability*

The Florida Department of Environmental Protection (FDEP) requires the County to place a final cover on its landfill cells when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Although most closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the County reports a small portion of these closure and postclosure care costs as an operating expense based on certain minor closure activities that have occurred as of the balance sheet date. The amount reported as landfill closure and postclosure care liability in the fund statements, \$15,063,000, represents the cumulative portion of total estimated closure and postclosure care as of September 30, 2017, based on the use of 39 percent of the capacity of the 99 acre active disposal areas at the landfill. The total estimated cost for closure and postclosure care for the landfill at September 30, 2017, was \$37,822,000. The County will recognize the remaining estimated cost of closure and postclosure care of \$22,759,000 as the remaining estimated capacity is filled. The County will recalculate its liability annually; the liability amount is based on what it presently would cost to perform all closure and postclosure care at September 30, 2017. The Class I - MSW landfill facility configuration, as

currently planned, is expected to provide approximately 19 more years of disposal capacity for Lee and Hendry Counties. Actual costs may be higher due to inflation, or changes in regulations. The County is required by FDEP to annually calculate closure and postclosure costs, and to provide proof of its capacity to fund closure costs. The County is in compliance with these requirements, and at September 30, 2017, cash and investments of \$11,108,000 are held for these purposes. These are reported as restricted assets on the balance sheet.

### *Commitments and Contingencies*

The County is currently receiving, and has received in the past, grants that are subject to special compliance audits by the grantor agency that may result in disallowed expense amounts. These amounts constitute a contingent liability of the County. The County does not believe any contingent liabilities to be material.

The County currently prepares rebate calculations on all debt subject to arbitrage per the United States department of the Treasury Regulations, Section 1.148, and the Internal Revenue Service Code of 1986. Rebates, if any, are paid to the Internal Revenue Service every fifth year after the year of issuance and a final computation is completed when paid in full. Within the five-year period, any positive arbitrage (liability) can be offset by any

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

negative arbitrage (non-liability). These rebates constitute a contingent liability of the County. The County does not believe any contingent liabilities to be material.

The Sheriff has agreements with a corporation for the provision of inmate medical services and food services at its corrections and detention facilities. The contracts are paid 100 percent by the Sheriff through its annual budget. The food services are based on a cost per meal per inmate basis, and the future contract commitment is estimated at approximately \$2,800,000 per year based on the results of the current year. No liability is recorded in the fund statements, as any future commitment will be budgeted and paid from the subsequent year's budget. The minimum payment requirements for inmate medical services are as follows:

	<u>Amount</u>
Year ending September 30, 2017:	\$6,813,000

For the year ended September 30, 2017, the Sheriff paid \$10,520,000 for inmate medical services and \$2,701,000 for food services at its detention facilities.

The Sheriff has an agreement with a corporation to arrange for medical staff, including doctors, to be located at a site (clinic) designated by the Sheriff to provide medical services to the employees, dependents and retirees of the Sheriff. The agreement was renewed effective in July 1, 2016 for three (3) terms that automatically renew but is cancellable with one hundred twenty (120) written notice. The agreement automatically renews unless cancelled in writing. No liability is recorded in the fund statements, as any future commitment will be budgeted and paid from the subsequent year's budget.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded as reservations of budget, is employed as an extension of the statutory required budgetary process. Although encumbrances lapse at fiscal year-end it is the County's intention to substantially honor these encumbrances under authority provided in the

subsequent year's budget. Encumbrances outstanding at September 30, 2017, are as follows:

	<u>Amount</u>
General Fund	\$ 5,947,000
Other Governmental Funds	67,567,000

### *Litigation*

The County is a defendant in various civil lawsuits in both state and federal courts on a variety of issues. To the extent the outcome of such litigation has been determined to result in probably loss to the county, the loss has been recorded in the accompanying financial statements. Litigation where the County is not in a position at this time to predict the outcome of the lawsuits or the exact amount of costs and/or potential recovery is not recorded. The County plans to contest these matters unless settled. The County believes the outcome of these lawsuits will not have a material effect on the financial statements.

Dean Wish, LLC served a Bert Harris Act complaint to Lee County in January 2017. The claim in the amount of \$14,865,300 is in connection with Lee County's denial to approve the owner's application to administratively increase density of its property. The County intends to vigorously defend the claim.

### *Subsequent Events*

On December 4, 2017, the Board purchased the property known as Edison Farms for \$42,435,000 as a Conservation 2020 site. The agriculturally zoned land contains significant natural flow-ways and critical species habitat.

### *Change in Accounting Principle*

During the year ended September 30, 2017, the County implemented GASB Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions". During implementation the previously reported trust fund was analyzed and it was determined not to be an irrevocable trust fund. The implementation

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

of the pronouncement and the dissolution of the trust fund required the restatement of the September

30, 2016 net position of the governmental activities, business-type activities, and proprietary funds.

(dollars in thousands)

	Governmental Activities	Business-Type Activities
Net Position, as previously reported	\$ 1,688,273	\$ 1,520,511
Cumulative affect of dissolution of Trust fund	(18,443)	(17,426)
Cumulative affect of GASB 75 Other Postemployment Liability	(213,001)	(44,170)
Deferred Outflow of Resources for Subsequent Contributions	5,099	-
Net Position, as restated	<u>\$ 1,461,928</u>	<u>\$ 1,458,915</u>

(dollars in thousands)

	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non- Major Transit	Governmental Activities - Internal Service Funds
Net Position, as previously reported	\$ 547,996	\$ 546,708	\$ 138,827	\$ 233,866	\$ 53,685	\$ 71,966
Cumulative affect of dissolution of Trust fund	(6,443)	(4,571)	(1,524)	(1,301)	(3,587)	15,284
Cumulative affect of GASB 75 Other Postemployment Liability	(15,013)	(12,361)	(4,040)	(3,837)	(8,919)	(1,652)
Net Position, as restated	<u>\$ 526,540</u>	<u>\$ 529,776</u>	<u>\$ 133,263</u>	<u>\$ 228,728</u>	<u>\$ 41,179</u>	<u>\$ 85,598</u>



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# Required Supplementary Information



Lee County, Florida  
**Required Supplementary Information**  
September 30, 2017

**Other Postemployment Benefits Plans**  
(unaudited)

**Group Health Program for Lee County Plan**

<u>Total OPEB liability</u>	2017
Service cost	\$ 15,683,000
Interest	12,235,000
Difference between expected and actual experience	1,259,000
Changes of assumptions	(106,418,000)
Benefit payments	(9,678,000)
Net change in total OPEB liability	(86,919,000)
 Total OPEB liability beginning	 388,961,000
Total OPEB liability ending	\$ 302,042,000
 Covered Payroll	 \$ 173,439,000
OPEB liability as a percentage of covered payroll	174.15%

**Notes to Schedule**

Changes in Assumptions:

- The discount rate changed from 4.00% at September 30, 2016 under GASB 45 to 3.06% at September 30, 2016 under GASB 75 and to 3.64% at September 30, 2017.
- Change in the mortality assumption from the aggregate 2006 base rates from the RP-2014 mortality study projected generationally from 2006 using Scale MP-2016 to the aggregate 2006 base rates from the RP-2014 mortality study projected generationally from 2006 using Scale MP-2017.
- Change in the percentage of future Medicare eligible retirees assumed to enroll in the Aetna plan from 50% to 60%, and a change in the percentage assumed to enroll in the Medicare Advantage plan from 50% to 40% percent.
- Change in the percentage of subsidy eligible retirees assumed to enroll in pre-65 medical coverage from 70% to 65%, to enroll initially in post-65 coverage from 56% to 49%, and to continue coverage upon attaining Medicare eligibility from 80% to 75%.
- Change in the percentage of non-subsidy eligible retirees assumed to enroll in pre-65 medical coverage from 40% to 25%, to enroll initially in post-65 coverage from 30% to 18%, and to continue coverage upon attaining Medicare eligibility from 75% to 70%.
- Health care claims rates and trend rates were updated to reflect the latest available information.

**Lee County Sheriff Health Care Plan**

<u>Total OPEB liability</u>	2017
Service cost	\$ 8,466,000
Interest	9,205,000
Changes of assumptions	31,576,000
Benefit payments	(5,099,000)
Net change in total OPEB liability	44,148,000
 Total OPEB liability beginning	 242,209,000
Total OPEB liability ending	\$ 286,357,000
 Covered Payroll	 \$ 75,677,000
OPEB liability as a percentage of covered payroll	378.39%

**Notes to Schedule**

Changes in Assumptions:

- Change in the discount rate from 3.71% as of the beginning of the measurement period to 3.06% as of September 30, 2016.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is completed, the County will present information for only those years for which information is available.

Lee County, Florida  
 Required Supplementary Information  
 September 30, 2017

***Florida Retirement System Pension Plan***

**Schedule of the County's Proportionate Share of the Net Pension Liability  
 Last 4 Fiscal Years\***

	2014	2015	2016	2017
County's Proportion of the Net Pension Liability	0.9638%	0.9683%	1.0422%	1.0502%
County's Proportionate Share of the Net Pension Liability	\$ 58,806,000	\$ 125,074,000	\$ 263,144,000	\$ 310,644,000
County's Covered-Employee Payroll	\$ 199,547,000	\$ 204,548,000	\$ 216,690,000	\$ 221,157,000
County's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered-Employee Payroll	29.47%	61.15%	121.44%	140.46%
Plan Fiduciary Net Position as a Percentage of the total Pension Liability	96.09%	92.00%	84.88%	83.89%

\*The amounts presented for each fiscal year were determined as of June 30.

**Schedule of County Contributions  
 Last 4 Fiscal Years**

	2014	2015	2016	2017
Contractually Required Contribution	\$ 22,247,000	\$ 23,938,000	\$ 26,777,000	\$ 27,667,000
Contributions in Relation to the Contractually Required Contribution	(22,247,000)	(23,938,000)	(26,777,000)	(27,667,000)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	\$ 200,627,000	\$ 206,528,000	\$ 218,803,000	\$ 225,182,000
Contributions as a percentage of covered employee payroll	11.09%	11.59%	12.24%	12.29%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

Lee County, Florida  
 Required Supplementary Information  
 September 30, 2017

***Retiree Health Insurance Subsidy Program***

**Schedule of the County's Proportionate Share of the Net Pension Liability  
 Last 4 Fiscal Years\***

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
County's Proportion of the Net Pension Liability	0.8101%	0.8103%	0.8408%	0.8409%
County's Proportionate Share of the Net Pension Liability	\$ 75,745,000	\$ 82,636,000	\$ 97,989,000	\$ 89,915,000
County's Covered-Employee Payroll	\$ 240,651,000	\$ 246,054,000	\$ 259,596,000	\$ 267,975,000
County's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered-Employee Payroll	31.48%	33.58%	37.75%	33.55%
Plan Fiduciary Net Position as a Percentage of the total Pension Liability	0.99%	0.50%	0.97%	1.64%

\*The amounts presented for each fiscal year were determined as of June 30.

**Schedule of County Contributions  
 Last 4 Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Contractually Required Contribution	\$ 3,136,000	\$ 3,375,000	\$ 4,363,000	\$ 4,526,000
Contributions in Relation to the Contractually Required Contribution	(3,136,000)	(3,375,000)	(4,363,000)	(4,526,000)
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered employee payroll	\$ 242,109,739	\$ 248,446,914	\$ 262,679,000	\$ 272,610,000
Contributions as a percentage of covered employee payroll	1.30%	1.36%	1.66%	1.66%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

# Supplemental Financial Information





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# General Fund



Lee County, Florida  
 COMBINING SCHEDULE - BALANCE SHEET  
 GENERAL FUND  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Board of County Commissioners	Clerk of Circuit Court	Property Appraiser	Sheriff
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 110,126	\$ 3,749	\$ 1,974	\$ 7,112
Receivables (net)				
Accounts	6,458	23	-	32
Accrued interest	186	-	-	-
Due from other funds	13,650	70	-	3,325
Due from other governments	4,294	8	-	-
Inventory	711	24	-	-
Total assets	<u>135,425</u>	<u>3,874</u>	<u>1,974</u>	<u>10,469</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	4,701	190	11	8,098
Accrued liabilities	3,244	127	197	2,201
Due to other funds	1,283	608	1,521	170
Due to other governments	4,573	274	245	-
Deposits and overbids	75	2,659	-	-
Unearned revenues	547	16	-	-
Other	40	-	-	-
Total liabilities	<u>14,463</u>	<u>3,874</u>	<u>1,974</u>	<u>10,469</u>
<b>Deferred Inflows of Resources:</b>				
Grants receivable	114	-	-	-
Total deferred inflows of resources	<u>114</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balances:</b>				
Nonspendable	297	24	-	-
Restricted	414	-	-	-
Committed	6	-	-	-
Assigned	4,909	-	-	-
Unassigned	115,222	(24)	-	-
Total fund balances	<u>120,848</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 135,425</u>	<u>\$ 3,874</u>	<u>\$ 1,974</u>	<u>\$ 10,469</u>

See accompanying independent auditors' report.

(continued)



Lee County, Florida  
 COMBINING SCHEDULE - BALANCE SHEET  
 GENERAL FUND  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Supervisor of Elections	Tax Collector	Eliminations	Total
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 1,930	\$ 12,475	\$ -	\$ 137,366
Receivables (net)				
Accounts	-	53	-	6,566
Accrued interest	-	-	-	186
Due from other funds	-	2	(12,486)	4,561
Due from other governments	-	6	-	4,308
Inventory	-	-	-	735
Total assets	<u>1,930</u>	<u>12,536</u>	<u>(12,486)</u>	<u>153,722</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	62	232	-	13,294
Accrued liabilities	72	352	-	6,193
Due to other funds	1,229	10,315	(12,486)	2,640
Due to other governments	-	1,637	-	6,729
Deposits and overbids	-	-	-	2,734
Unearned revenues	167	-	-	730
Other	-	-	-	40
Total liabilities	<u>1,530</u>	<u>12,536</u>	<u>(12,486)</u>	<u>32,360</u>
<b>Deferred Inflows of Resources:</b>				
Grants receivable	-	-	-	114
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>114</u>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	321
Restricted	-	-	-	414
Committed	-	-	-	6
Assigned	400	-	-	5,309
Unassigned	-	-	-	115,198
Total fund balances	<u>400</u>	<u>-</u>	<u>-</u>	<u>121,248</u>
Total liabilities and fund balances	<u>\$ 1,930</u>	<u>\$ 12,536</u>	<u>\$ (12,486)</u>	<u>\$ 153,722</u>

See accompanying independent auditors' report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Board of County Commissioners	Clerk of Circuit Court	Property Appraiser	Sheriff
<b>REVENUES</b>				
Taxes	\$ 282,682	\$ -	\$ -	\$ -
Licenses and permits	291	-	-	-
Intergovernmental	68,213	1,189	1,398	-
Charges for services	31,129	4,820	328	-
Fines and forfeitures	140	-	-	-
Miscellaneous	4,246	399	81	1,217
<b>Total revenues</b>	<b>386,701</b>	<b>6,408</b>	<b>1,807</b>	<b>1,217</b>
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	66,522	14,274	7,780	9,554
Public safety	50,500	-	-	155,866
Physical environment	4,125	-	-	-
Transportation	68	-	-	-
Economic environment	5,831	-	-	-
Human services	14,206	-	-	-
Culture and recreation	15,871	-	-	-
<b>Capital outlay</b>				
General government	1,819	261	64	-
Public safety	864	-	-	1,756
Physical environment	171	-	-	-
Economic environment	21	-	-	-
Human services	1	-	-	-
Culture and recreation	392	-	-	-
<b>Debt service</b>				
Principal retirement	-	-	-	438
Interest and fiscal charges	-	-	-	129
<b>Total expenditures</b>	<b>160,391</b>	<b>14,535</b>	<b>7,844</b>	<b>167,743</b>
Excess (deficiencies) of revenues over (under) expenditures	226,310	(8,127)	(6,037)	(166,526)
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	19,043	8,655	7,544	166,696
Transfers out	(257,414)	(528)	(1,507)	(170)
<b>Total other financing sources and (uses)</b>	<b>(238,371)</b>	<b>8,127</b>	<b>6,037</b>	<b>166,526</b>
Net change in fund balances	(12,061)	-	-	-
Fund balances - beginning	132,909	-	-	-
Fund balances - ending	\$ 120,848	\$ -	\$ -	\$ -

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Supervisor of Elections	Tax Collector	Eliminations	Total
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ -	\$ 282,682
Licenses and permits	-	-	-	291
Intergovernmental	104	-	-	70,904
Charges for services	54	27,807	(15,569)	48,569
Fines and forfeitures	-	-	-	140
Miscellaneous	2	156	-	6,101
Total revenues	<u>160</u>	<u>27,963</u>	<u>(15,569)</u>	<u>408,687</u>
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	6,475	18,424	(15,569)	107,460
Public safety	-	-	-	206,366
Physical environment	-	-	-	4,125
Transportation	-	-	-	68
Economic environment	-	-	-	5,831
Human services	-	-	-	14,206
Culture and recreation	-	-	-	15,871
<b>Capital outlay</b>				
General government	72	25	-	2,241
Public safety	-	-	-	2,620
Physical environment	-	-	-	171
Economic environment	-	-	-	21
Human services	-	-	-	1
Culture and recreation	-	-	-	392
<b>Debt service</b>				
Principal retirement	-	-	-	438
Interest and fiscal charges	-	-	-	129
Total expenditures	<u>6,547</u>	<u>18,449</u>	<u>(15,569)</u>	<u>359,940</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(6,387)</u>	<u>9,514</u>	<u>-</u>	<u>48,747</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	8,016	-	(203,217)	6,737
Transfers out	(1,229)	(9,514)	203,217	(67,145)
Total other financing sources and (uses)	<u>6,787</u>	<u>(9,514)</u>	<u>-</u>	<u>(60,408)</u>
Net change in fund balances	400	-	-	(11,661)
Fund balances - beginning	-	-	-	132,909
Fund balances - ending	<u>\$ 400</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 121,248</u>

See accompanying independent auditor's report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non - GAAP Budgetary Basis) AND ACTUAL  
 GENERAL FUND

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Board of County Commissioners		Non - GAAP Clerk of Circuit Court		Non - GAAP Property Appraiser	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ 278,586	\$ 282,682	\$ -	\$ -	\$ -	\$ -
Licenses and permits	165	291	-	-	-	-
Intergovernmental	72,573	68,327	1,185	1,189	1,204	960
Charges for services	30,059	30,928	4,698	4,820	-	-
Fines and forfeitures	156	140	-	-	-	-
Miscellaneous	4,541	4,460	262	399	-	81
<b>Total revenues</b>	<b>386,080</b>	<b>386,828</b>	<b>6,145</b>	<b>6,408</b>	<b>1,204</b>	<b>1,041</b>
<b>EXPENDITURES</b>						
<b>Current</b>						
General government	77,208	67,011	14,532	14,274	8,681	7,014
Public safety	50,703	50,500	-	-	-	-
Physical environment	8,101	4,125	-	-	-	-
Transportation	81	68	-	-	-	-
Economic environment	7,571	4,683	-	-	-	-
Human services	15,943	14,206	-	-	-	-
Culture and recreation	18,448	15,871	-	-	-	-
<b>Capital outlay</b>						
General government	95	1,819	268	261	64	64
Public safety	1,060	864	-	-	-	-
Physical environment	75	171	-	-	-	-
Economic environment	-	21	-	-	-	-
Human services	-	1	-	-	-	-
Culture and recreation	134	392	-	-	-	-
<b>Debt service</b>						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
<b>Total expenditures</b>	<b>179,419</b>	<b>159,732</b>	<b>14,800</b>	<b>14,535</b>	<b>8,745</b>	<b>7,078</b>
<b>Excess (deficiencies) of revenues over (under) expenditures</b>	<b>206,661</b>	<b>227,096</b>	<b>(8,655)</b>	<b>(8,127)</b>	<b>(7,541)</b>	<b>(6,037)</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	20,187	19,043	8,655	8,655	7,541	7,544
Transfers out	(256,995)	(256,939)	-	(528)	-	(1,507)
<b>Total other financing sources (uses)</b>	<b>(236,808)</b>	<b>(237,896)</b>	<b>8,655</b>	<b>8,127</b>	<b>7,541</b>	<b>6,037</b>
<b>Excess (deficiencies) of revenues and other financing sources over (under) expenditures and other financing uses</b>	<b>(30,147)</b>	<b>(10,800)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Fund balances - beginning	131,121	131,972	-	-	-	-
Fund balances - ending	\$ 100,974	\$ 121,172	\$ -	\$ -	\$ -	\$ -

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non - GAAP Budgetary Basis) AND ACTUAL  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Sheriff		Supervisor of Elections		Tax Collector	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	104	-	-
Charges for services	-	-	-	54	29,244	27,807
Fines and forfeitures	-	-	-	-	-	-
Miscellaneous	1,217	1,217	-	2	125	156
Total revenues	<u>1,217</u>	<u>1,217</u>	<u>-</u>	<u>160</u>	<u>29,369</u>	<u>27,963</u>
<b>EXPENDITURES</b>						
<b>Current</b>						
General government	9,554	9,554	7,936	6,475	20,374	18,424
Public safety	155,866	155,866	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
<b>Capital outlay</b>						
General government	-	-	80	72	212	25
Public safety	1,756	1,756	-	-	-	-
Physical environment	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
<b>Debt service</b>						
Principal retirement	438	438	-	-	-	-
Interest and fiscal charges	129	129	-	-	-	-
Total expenditures	<u>167,743</u>	<u>167,743</u>	<u>8,016</u>	<u>6,547</u>	<u>20,586</u>	<u>18,449</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(166,526)</u>	<u>(166,526)</u>	<u>(8,016)</u>	<u>(6,387)</u>	<u>8,783</u>	<u>9,514</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	166,696	166,696	8,016	8,016	-	-
Transfers out	(170)	(170)	-	(1,229)	(8,783)	(9,514)
Total other financing sources (uses)	<u>166,526</u>	<u>166,526</u>	<u>8,016</u>	<u>6,787</u>	<u>(8,783)</u>	<u>(9,514)</u>
Excess (deficiencies) of revenues and other financing sources over (under) expenditures and other financing uses	-	-	-	400	-	-
Fund balances - beginning	-	-	-	-	-	-
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 400</u>	<u>\$ -</u>	<u>\$ -</u>

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non - GAAP Budgetary Basis) AND ACTUAL  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	
<b>REVENUES</b>			
Taxes	\$ 278,586	\$ 282,682	\$ 4,096
Licenses and permits	165	291	126
Intergovernmental	74,962	70,580	(4,382)
Charges for services	64,001	63,609	(392)
Fines and forfeitures	156	140	(16)
Miscellaneous	6,145	6,315	170
Total revenues	<u>424,015</u>	<u>423,617</u>	<u>(398)</u>
<b>EXPENDITURES</b>			
Current			
General government	138,285	122,752	15,533
Public safety	206,569	206,366	203
Physical environment	8,101	4,125	3,976
Transportation	81	68	13
Economic environment	7,571	4,683	2,888
Human services	15,943	14,206	1,737
Culture and recreation	18,448	15,871	2,577
Capital outlay			
General government	719	2,241	(1,522)
Public safety	2,816	2,620	196
Physical environment	75	171	(96)
Economic environment	-	21	(21)
Human services	-	1	(1)
Culture and recreation	134	392	(258)
Debt service			
Principal retirement	438	438	-
Interest and fiscal charges	129	129	-
Total expenditures	<u>399,309</u>	<u>374,084</u>	<u>25,225</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>24,706</u>	<u>49,533</u>	<u>24,827</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	211,095	209,954	(1,141)
Transfers out	(265,948)	(269,887)	(3,939)
Total other financing sources (uses)	<u>(54,853)</u>	<u>(59,933)</u>	<u>(5,080)</u>
Excess (deficiencies) of revenues and other financing sources over (under) expenditures and other financing uses	<u>(30,147)</u>	<u>(10,400)</u>	<u>19,747</u>
Fund balances - beginning	<u>131,121</u>	<u>131,972</u>	<u>851</u>
Fund balances - ending	<u>\$ 100,974</u>	<u>\$ 121,572</u>	<u>\$ 20,598</u>

# Non-Major Governmental Funds



# Non-Major Governmental Fund Descriptions

## Special Revenue Funds

Special revenue funds are used to account for proceeds of specific revenue sources, other than expendable trusts, debt service, or capital projects that are legally restricted to expenditures for specific purposes

*Municipal Service Benefit Unit Districts-* To account for revenues and expenditures to be used for costs incurred on behalf of the special improvement districts, such as lighting, fire hydrants, and street paving

*Special Assessment Districts-* To account for special assessments collected within certain unincorporated areas of the County to provide improvements (lighting, roads, etc.)

*Law Enforcement Trust-* To account for the monies held in trust by Lee County for the cost of protracted or complex investigations in the form of technical equipment, expertise, or other law enforcement purposes as the Board deems appropriate which are not normal operating needs of the law enforcement agency.

*Special Revenue Projects-* To account for revenues that are restricted for specific expenditures or projects.

*State Housing Incentives Partnership Program (SHIP)-* To account for SHIP grants

*Human Services Grants-* To account for grant monies received to fund various Human Services projects

*Lee County Library-* To account for ad valorem taxes and governmental grant funds designated to operate and maintain the County's public library system.

*E 9-1-1-* To account for revenues and expenditures to be used for the acquisition, development, and operation of the E 9-1-1 emergency telephone system for Lee County

*MSTU-* To account for ad valorem taxes, building license and permit fees, administration fees, charges for Animal Services, and other revenues, and expenditures to be used in the unincorporated areas of the County for services rendered

*Tourist Development Trust Fund-* To account for the five percent tax on rents for temporary lodgings. This tax, approved by a voter referendum in 1982, is restricted for promotion of tourism and specific projects that have been identified as encouraging tourism such as beach and shoreline improvements, the William Hammond Stadium, and JetBlue Park. The debt service and operations for the stadiums are also allowed to be paid from this tax

*Transportation Trust-* To account for gas taxes distributed by the State of Florida designated for the construction and operating maintenance of County roads

*All Hazards Protection-* To account for revenues and expenditures to be used for the implementation of a hazardous preparedness, response, and recovery program.

*Impact Fees-Community Parks-* To account for revenues received from impact fees that are restricted for use for capital improvements for designated community park districts.



## *Special Revenue Funds (continued)*

*Impact Fees-Regional Parks-* To account for revenues received from impact fees that are restricted for use for capital improvements for County regional parks.

*Impact Fees-Roads-* To account for revenues received from impact fees that are restricted for use for capital improvements to, and expansion of, transportation projects within designated road network areas.

*Impact Fees-EMS-* To account for revenues received from impact fees that are restricted for the purpose of providing advanced life support and related services within Lee County, except for Lehigh Acres Fire Control and Rescue District.

*Animal Trust Fund-* To account for donations and expenditures used to improve the welfare of animals served by Lee County Animal Services.

*Court Administration-* To account for the revenues and expenditures of the Twentieth Judicial Circuit Court Administrator's Office funded by Lee County.

*Clerk of Circuit Court's Special Revenue-* To account for revenues and expenditures mandated by Chapter 28 24(15)(d), *Florida Statutes*, to be held in trust by the Clerk and used exclusively for equipment and maintenance of equipment, personnel training, and technical assistance in modernizing the public records system of the office, and Chapter 28 24 (12)(e), *Florida Statutes*, to provide Court Technology support as defined in Chapter 28.008(1)(f)(2) and (h), *Florida Statutes*.

*Property Appraiser's Special Revenues-* To account for revenues used to operate the County's Geographical Information System (GIS).

*Sheriff's Special Revenues-* To account for grant revenues to be used for law enforcement purposes.

## *Debt Service Funds*

**D**ebt service funds are used to account for the accumulation of resources to be used for payment of governmental funds' debt principal, interest, and related costs.

*Local Option Gas Tax Loan-* To account for payment of the 2014 loan, which partially refunded the Five Cent Local Option Gas Tax Bond, Series 2004. Funding is from the five-cent local option gas tax revenue.

*Tourist Development Tax Revenue Bonds-* To account for payment of the 2004, 2010A, 2010B, 2010C, and 2013 Bonds. Funding is from tourist development tax revenues, William Hammond Stadium and JetBlue Park rental revenue.

*Capital Revenue Bonds-* To account for payment of the 2006 Bonds. Funding is from ambulance service receipts, building and zoning permits and fees, data processing fees, excess County Officer fees, franchise fees, guaranteed entitlement funds, investment earnings, license fees, pledged gas taxes, and sales tax.

## *Debt Service Funds (continued)*

*Non Ad-Valorem Revenue Bond* - To account for payment of the 2012 and 2015 bonds. Funding is from legally available non-ad valorem revenues, which are non-ad valorem revenues less general government and public safety expenditures that are not paid from ad valorem revenues.

*MSBU Projects Commercial Loan*- To account for payment of the loan obligations for various special improvement districts. Funding is from special assessment tax revenue

*Non Ad-Valorem Loan* - To account for payment of the 2013 loan, which refunded the Capital and Transportation Facilities Revenue Bonds, Series 2003. Funding is from legally available non-ad valorem revenues, which are non-ad valorem revenues less general government and public safety expenditures that are not paid from ad valorem revenues.

## *Capital Projects Funds*

Capital projects funds are used to account for financial resources to be used for the acquisition, construction, or improvement of major capital facilities and infrastructure other than those financed by proprietary funds.

*Capital Improvement*- To account for ad valorem taxes and other revenues, and expenditures to be used for the acquisition or construction of major non-transportation related capital facilities.

*Special Assessment Districts Construction*- To account for the financial resources to be used for the improvement projects (lighting, roads, etc.) in certain unincorporated areas of the County for which a special assessment is collected.

*Transportation Capital Improvements*- To account for financial resources to be used for the acquisition or construction of major transportation-related infrastructure.

*Human Services Grant Construction*- To account for grant proceeds to be used to construct various capital projects.

*Library Construction Projects*- To account for the financial resources to be used for the Library construction projects

*All Hazards Protection Construction Projects*- To account for the financial resources to be used for the construction projects of the hazardous preparedness, response, and recovery program.

*Impact Fees Community Parks Construction*- To account for the financial resources for the capital improvements from impact fees that are designated for community park districts.

*Impact Fees Regional Parks Construction*- To account for the financial resources for the capital improvements from impact fees that are designated for County regional parks.

*Impact Fees Road Construction*- To account for the financial resources for the capital improvements to, and expansion of, transportation projects from impact fees that are designated within road network areas

*Impact Fees EMS Construction*- To account for financial resources to be used for EMS capital projects from impact fees related to designated areas within the County.

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	Municipal Service Benefit Unit Districts	Special Assessment Districts	Law Enforcement Trust	Special Revenue Projects
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 3,264	\$ 3,885	\$ 902	\$ 5,442
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	3,711	-	-
Accrued interest	6	264	1	7
Due from other funds	40	2	451	165
Due from other governments	-	-	-	116
Inventory	-	-	-	-
<b>Total assets</b>	<b>3,310</b>	<b>7,862</b>	<b>1,354</b>	<b>5,730</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	8	120	-	251
Accrued liabilities	-	3	-	13
Due to other funds	4	-	-	6
Due to other governments	-	1	-	7
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>12</b>	<b>124</b>	<b>-</b>	<b>277</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	3,957	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>3,957</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	3,298	3,781	1,354	5,330
Committed	-	-	-	123
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>3,298</b>	<b>3,781</b>	<b>1,354</b>	<b>5,453</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 3,310</b>	<b>\$ 7,862</b>	<b>\$ 1,354</b>	<b>\$ 5,730</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	State Housing Incentives Partnership Program	Human Services Grants	Lee County Library	E 9-1-1
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 4,521	\$ 321	\$ 11,716	\$ 11,173
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	-	-	-
Accrued interest	7	1	27	17
Due from other funds	-	-	322	-
Due from other governments	-	249	-	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>4,528</b>	<b>571</b>	<b>12,065</b>	<b>11,190</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	242	88	268	149
Accrued liabilities	-	-	356	26
Due to other funds	-	150	40	1
Due to other governments	-	1	165	15
Deposits and overbids	-	-	-	-
Unearned revenues	-	118	-	-
<b>Total liabilities</b>	<b>242</b>	<b>357</b>	<b>829</b>	<b>191</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	4,286	214	-	10,999
Committed	-	-	11,236	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>4,286</b>	<b>214</b>	<b>11,236</b>	<b>10,999</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 4,528</b>	<b>\$ 571</b>	<b>\$ 12,065</b>	<b>\$ 11,190</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
NON - MAJOR GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	MSTU	Tourist Development Trust Fund	Transportation Trust	All Hazards Protection
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 32,630	\$ 24,920	\$ 3,322	\$ 5,344
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	18	4	115	-
Special assessments	-	-	-	-
Accrued interest	58	28	3	9
Due from other funds	424	25	18	25
Due from other governments	1,097	-	898	-
Inventory	79	16	2,559	-
<b>Total assets</b>	<b>34,306</b>	<b>24,993</b>	<b>6,915</b>	<b>5,378</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	666	1,317	930	576
Accrued liabilities	819	99	585	43
Due to other funds	106	65	160	26
Due to other governments	442	74	267	33
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>2,033</b>	<b>1,555</b>	<b>1,942</b>	<b>678</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	7	-	18	-
Grants receivable	-	-	77	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>7</b>	<b>-</b>	<b>95</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	79	16	2,559	-
Restricted	-	23,422	-	4,700
Committed	32,187	-	-	-
Assigned	-	-	2,319	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>32,266</b>	<b>23,438</b>	<b>4,878</b>	<b>4,700</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 34,306</b>	<b>\$ 24,993</b>	<b>\$ 6,915</b>	<b>\$ 5,378</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	Impact Fees- Community Parks	Impact Fees- Regional Parks	Impact Fees- Roads	Impact Fees- EMS
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 5,075	\$ 2,333	\$ 7,940	\$ 769
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	-	-	-
Accrued interest	8	3	25	1
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>5,083</b>	<b>2,336</b>	<b>7,965</b>	<b>770</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	-	-	-	-
Accrued liabilities	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	5,083	2,336	7,965	770
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>5,083</b>	<b>2,336</b>	<b>7,965</b>	<b>770</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 5,083</b>	<b>\$ 2,336</b>	<b>\$ 7,965</b>	<b>\$ 770</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
NON - MAJOR GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	Animal Trust Fund	Court Administration	Clerk of Circuit Court's Special Revenue	Property Appraiser's Special Revenues
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 427	\$ 2,854	\$ 17,526	\$ 230
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	2	-
Special assessments	-	-	-	-
Accrued interest	1	3	-	-
Due from other funds	1	309	-	-
Due from other governments	-	32	258	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>429</b>	<b>3,198</b>	<b>17,786</b>	<b>230</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	10	485	124	1
Accrued liabilities	-	140	120	28
Due to other funds	-	8	345	201
Due to other governments	-	229	1,088	-
Deposits and overbids	-	-	5,181	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>10</b>	<b>862</b>	<b>6,858</b>	<b>230</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	-	-	7,439	-
Committed	419	2,336	3,489	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>419</b>	<b>2,336</b>	<b>10,928</b>	<b>-</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 429</b>	<b>\$ 3,198</b>	<b>\$ 17,786</b>	<b>\$ 230</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds	Debt Service Funds	
	Sheriff's Special Revenues	Local Option Gas Tax Loan	Tourist Development Tax Revenue Bonds
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 2,361	\$ 1	\$ 5,360
Cash and cash equivalents with fiscal agent	-	-	4,508
Receivables (net)			
Accounts	238	-	-
Special assessments	-	-	-
Accrued interest	-	-	-
Due from other funds	64	-	1
Due from other governments	293	-	-
Inventory	-	-	-
<b>Total assets</b>	<b>2,956</b>	<b>1</b>	<b>9,869</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	84	-	-
Accrued liabilities	53	-	-
Due to other funds	3,761	1	25
Due to other governments	5	-	-
Deposits and overbids	-	-	-
Unearned revenues	292	-	-
<b>Total liabilities</b>	<b>4,195</b>	<b>1</b>	<b>25</b>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	-
Grants receivable	-	-	-
Special assessment receivable	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	-
Restricted	-	-	9,844
Committed	-	-	-
Assigned	-	-	-
Unassigned	(1,239)	-	-
<b>Total fund balances</b>	<b>(1,239)</b>	<b>-</b>	<b>9,844</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 2,956</b>	<b>\$ 1</b>	<b>\$ 9,869</b>

See accompanying independent auditor's report.



Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Debt Service Funds		Capital Projects Funds	
	Non-Ad Valorem Revenue Bonds	Non-Ad Valorem Loan	Capital Improvement	Special Assessment Districts Construction
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 7	\$ 1	\$ 143,593	\$ 541
Cash and cash equivalents with fiscal agent	10,003	1,347	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	-	-	-
Accrued interest	-	-	248	1
Due from other funds	-	-	6	-
Due from other governments	-	-	300	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>10,010</b>	<b>1,348</b>	<b>144,147</b>	<b>542</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	-	-	1,655	-
Accrued liabilities	-	-	37	-
Due to other funds	-	-	25	-
Due to other governments	-	-	1,141	-
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>2,858</b>	<b>-</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	89	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>89</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	10,010	1,348	-	542
Committed	-	-	141,200	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>10,010</b>	<b>1,348</b>	<b>141,200</b>	<b>542</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 10,010</b>	<b>\$ 1,348</b>	<b>\$ 144,147</b>	<b>\$ 542</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
NON - MAJOR GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Capital Projects Funds		
	Transportation Capital Improvements	Human Services Grant Construction	Library Construction Projects
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 128,888	\$ 42	\$ 20,293
Cash and cash equivalents with fiscal agent	-	-	-
Receivables (net)	-	-	-
Accounts	-	-	-
Special assessments	-	-	-
Accrued interest	196	-	31
Due from other funds	10,638	-	-
Due from other governments	1,750	340	-
Inventory	-	-	-
<b>Total assets</b>	<b>141,472</b>	<b>382</b>	<b>20,324</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	7,740	441	169
Accrued liabilities	-	-	-
Due to other funds	62	-	-
Due to other governments	-	-	-
Deposits and overbids	-	-	-
Unearned revenues	-	-	-
<b>Total liabilities</b>	<b>7,802</b>	<b>441</b>	<b>169</b>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	-
Grants receivable	-	-	-
Special assessment receivable	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	-
Restricted	133,670	-	-
Committed	-	-	20,155
Assigned	-	-	-
Unassigned	-	(59)	-
<b>Total fund balances</b>	<b>133,670</b>	<b>(59)</b>	<b>20,155</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 141,472</b>	<b>\$ 382</b>	<b>\$ 20,324</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Capital Projects Funds		
	All Hazards Protection Construction Projects	Impact Fees Community Parks Construction	Impact Fees Regional Parks Construction
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 697	\$ 1,912	\$ 374
Cash and cash equivalents with fiscal agent	-	-	-
Receivables (net)			
Accounts	-	-	-
Special assessments	-	-	-
Accrued interest	1	3	1
Due from other funds	-	-	-
Due from other governments	-	-	-
Inventory	-	-	-
<b>Total assets</b>	<b>698</b>	<b>1,915</b>	<b>375</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	-	7	36
Accrued liabilities	-	-	-
Due to other funds	-	-	1
Due to other governments	-	-	-
Deposits and overbids	-	-	-
Unearned revenues	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>7</b>	<b>37</b>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	-
Grants receivable	-	-	-
Special assessment receivable	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	-
Restricted	698	1,908	338
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
<b>Total fund balances</b>	<b>698</b>	<b>1,908</b>	<b>338</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 698</b>	<b>\$ 1,915</b>	<b>\$ 375</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Capital Projects Funds		Total Non-Major Governmental Funds
	Impact Fees Road Construction	Impact Fees EMS Construction	
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 15,799	\$ 625	\$ 465,088
Cash and cash equivalents with fiscal agent	-	-	15,858
Receivables (net)			
Accounts	-	-	377
Special assessments	-	-	3,711
Accrued interest	13	1	964
Due from other funds	-	-	12,491
Due from other governments	-	-	5,333
Inventory	-	-	2,654
<b>Total assets</b>	<b>15,812</b>	<b>626</b>	<b>506,476</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	729	101	16,197
Accrued liabilities	-	-	2,322
Due to other funds	-	-	4,987
Due to other governments	-	-	3,468
Deposits and overbids	-	-	5,181
Unearned revenues	-	-	410
<b>Total liabilities</b>	<b>729</b>	<b>101</b>	<b>32,565</b>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	25
Grants receivable	-	-	166
Special assessment receivable	-	-	3,957
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>4,148</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	2,654
Restricted	15,083	525	254,943
Committed	-	-	211,145
Assigned	-	-	2,319
Unassigned	-	-	(1,298)
<b>Total fund balances</b>	<b>15,083</b>	<b>525</b>	<b>469,763</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 15,812</b>	<b>\$ 626</b>	<b>\$ 506,476</b>

See accompanying independent auditor's report.

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	Municipal Service Benefit Unit Districts	Special Assessment Districts	Law Enforcement Trust	Special Revenue Projects
<b>REVENUES</b>				
Taxes	\$ 4,223	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	1,691
Charges for services	-	109	-	628
Fines and forfeitures	-	-	598	316
Impact fees	-	-	-	-
Special assessments	-	1,174	-	-
Miscellaneous	34	64	8	60
Total revenues	<u>4,257</u>	<u>1,347</u>	<u>606</u>	<u>2,695</u>
<b>EXPENDITURES</b>				
Current				
General government	108	424	-	186
Public safety	1,297	-	-	42
Physical environment	-	-	-	608
Transportation	1,832	374	-	-
Economic environment	-	-	-	-
Human services	-	-	-	1,600
Culture and recreation	-	-	-	-
Capital outlay				
General government	-	-	-	-
Public safety	-	-	-	58
Physical environment	-	-	-	20
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Debt service				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>3,237</u>	<u>798</u>	<u>-</u>	<u>2,514</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>1,020</u>	<u>549</u>	<u>606</u>	<u>181</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	38	2	-	-
Transfer out	(6)	(632)	(790)	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	<u>32</u>	<u>(630)</u>	<u>(790)</u>	<u>-</u>
Net change in fund balances	1,052	(81)	(184)	181
Fund balances - beginning	2,246	3,862	1,538	5,272
Fund balances - ending	<u>\$ 3,298</u>	<u>\$ 3,781</u>	<u>\$ 1,354</u>	<u>\$ 5,453</u>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	State Housing Incentives Partnership Program	Human Services Grants	Lee County Library	E 9-1-1
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ 34,241	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	2,790	2,756	1,212	-
Charges for services	-	-	124	3,242
Fines and forfeitures	-	-	319	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	185	2	1,373	88
Total revenues	2,975	2,758	37,269	3,330
<b>EXPENDITURES</b>				
Current				
General government	-	-	920	-
Public safety	-	-	-	2,182
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	2,021	2,756	-	-
Human services	-	-	-	-
Culture and recreation	-	-	26,346	-
Capital outlay				
General government	-	-	-	-
Public safety	-	-	-	93
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	248	-
Debt service				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	2,021	2,756	27,514	2,275
Excess (deficiencies) of revenue over (under) expenditures	954	2	9,755	1,055
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	-	-	311	-
Transfer out	-	-	(7,948)	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	-	-	(7,637)	-
Net change in fund balances	954	2	2,118	1,055
Fund balances - beginning	3,332	212	9,118	9,944
Fund balances - ending	\$ 4,286	\$ 214	\$ 11,236	\$ 10,999

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	MSTU	Tourist Development Trust	Transportation Trust	All Hazards Protection
<b>REVENUES</b>				
Taxes	\$ 32,468	\$ 39,651	\$ -	\$ 2,631
Licenses and permits	8,401	-	89	-
Intergovernmental	780	500	9,692	106
Charges for services	7,856	1,015	1,005	2
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	93
Special assessments	-	-	-	-
Miscellaneous	785	2,112	1,000	50
Total revenues	<u>50,290</u>	<u>43,278</u>	<u>11,786</u>	<u>2,882</u>
<b>EXPENDITURES</b>				
Current				
General government	7,014	1,197	965	1,374
Public safety	9,098	-	-	1,780
Physical environment	4,616	-	-	-
Transportation	509	-	25,505	-
Economic environment	-	19,824	-	-
Human services	5,237	-	-	-
Culture and recreation	11,985	-	-	-
Capital outlay				
General government	456	-	-	-
Public safety	144	-	-	12
Physical environment	10	-	-	-
Transportation	-	-	583	-
Economic environment	-	51	-	-
Human services	6	-	-	-
Culture and recreation	54	-	-	-
Debt service				
Principal retirement	-	-	74	-
Interest and fiscal charges	-	9	8	-
Total expenditures	<u>39,129</u>	<u>21,081</u>	<u>27,135</u>	<u>3,166</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>11,161</u>	<u>22,197</u>	<u>(15,349)</u>	<u>(284)</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	201	12,779	13,600	24
Transfer out	(13,600)	(28,868)	-	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	<u>(13,399)</u>	<u>(16,089)</u>	<u>13,600</u>	<u>24</u>
Net change in fund balances	(2,238)	6,108	(1,749)	(260)
Fund balances - beginning	34,504	17,330	6,627	4,960
Fund balances - ending	<u>\$ 32,266</u>	<u>\$ 23,438</u>	<u>\$ 4,878</u>	<u>\$ 4,700</u>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	Impact Fees- Community Parks	Impact Fees- Regional Parks	Impact Fees- Roads	Impact Fees- EMS
REVENUES				
Taxes	\$	\$	\$	\$
Licenses and permits				
Intergovernmental				
Charges for services				
Fines and forfeitures				
Impact fees	672	1,021	4,425	244
Special assessments				
Miscellaneous	39	15	202	6
Total revenues	<u>711</u>	<u>1,036</u>	<u>4,627</u>	<u>250</u>
EXPENDITURES				
Current				
General government	2	2	45	
Public safety				
Physical environment				
Transportation				
Economic environment				
Human services				
Culture and recreation				
Capital outlay				
General government			-	
Public safety				
Physical environment				
Transportation			-	
Economic environment				
Human services				
Culture and recreation			-	
Debt service				
Principal retirement				
Interest and fiscal charges			-	-
Total expenditures	<u>2</u>	<u>2</u>	<u>45</u>	<u>-</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>709</u>	<u>1,034</u>	<u>4,582</u>	<u>250</u>
OTHER FINANCING SOURCES AND (USES)				
Transfers in	99			
Transfer out		(382)	(8,466)	(250)
Issuance of refunding debt				
Payments to refunded debt escrow agent				
Total other financing sources (uses)	<u>99</u>	<u>(382)</u>	<u>(8,466)</u>	<u>(250)</u>
Net change in fund balances	808	652	(3,884)	
Fund balances - beginning	4,275	1,684	11,849	770
Fund balances - ending	<u>\$ 5,083</u>	<u>\$ 2,336</u>	<u>\$ 7,965</u>	<u>\$ 770</u>

See accompanying independent auditor's report.

(continued)



Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	Animal Trust Fund	Court Administration	Clerk of Circuit Court's Special Revenue	Property Appraiser's Special Revenues
<b>REVENUES</b>				
Taxes	\$	\$	\$	\$
Licenses and permits	-	-	-	-
Intergovernmental	73	49	1,297	-
Charges for services	9	5,093	12,431	1
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	99	295	197	-
Total revenues	181	5,437	13,925	1
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	-	14,998	12,529	1,408
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	157	-	-	-
Culture and recreation	-	-	-	-
<b>Capital outlay</b>				
General government	-	348	248	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	1	-	-	-
Culture and recreation	-	-	-	-
<b>Debt service</b>				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	158	15,346	12,777	1,408
Excess (deficiencies) of revenue over (under) expenditures	23	(9,909)	1,148	(1,407)
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	-	8,670	-	1,608
Transfer out	-	-	-	(201)
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	-	8,670	-	1,407
Net change in fund balances	23	(1,239)	1,148	-
Fund balances - beginning	396	3,575	9,780	-
Fund balances - ending	\$ 419	\$ 2,336	\$ 10,928	\$ -

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds	Debt Service Funds		
	Sheriff's Special Revenues	Local Option Gas Tax Loan	Tourist Development Tax Revenue Bonds	Capital Revenue Bonds
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	5,328	-	-	-
Charges for services	4,273	-	-	-
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	174	12	39	-
Total revenues	9,775	12	39	-
EXPENDITURES				
Current				
General government	-	-	-	-
Public safety	12,540	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Capital outlay				
General government	-	-	-	-
Public safety	1,416	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Debt service				
Principal retirement	-	8,505	1,160	2,390
Interest and fiscal charges	-	117	6,462	60
Total expenditures	13,956	8,622	7,622	2,450
Excess (deficiencies) of revenue over (under) expenditures	(4,181)	(8,610)	(7,583)	(2,450)
OTHER FINANCING SOURCES AND (USES)				
Transfers in	620	8,610	11,116	-
Transfer out	-	(1)	(3,429)	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	620	8,609	7,687	-
Net change in fund balances	(3,561)	(1)	104	(2,450)
Fund balances - beginning	2,322	1	9,740	2,450
Fund balances - ending	\$ (1,239)	\$ -	\$ 9,844	\$ -

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Debt Service Funds			Capital Projects Funds
	Non-Ad Valorem Revenue Bonds	MSBU Projects Commercial Loan	Non-Ad Valorem Loan	Capital Improvement
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ -	\$ 18
Licenses and permits	-	-	-	423
Intergovernmental	-	-	-	579
Charges for services	-	-	-	162
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	53	-	7	1,373
Total revenues	<u>53</u>	<u>-</u>	<u>7</u>	<u>2,555</u>
<b>EXPENDITURES</b>				
Current				
General government	-	-	-	35
Public safety	-	-	-	-
Physical environment	-	-	-	1,509
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	9,251
Capital outlay				
General government	-	-	-	5,544
Public safety	-	-	-	-
Physical environment	-	-	-	1,239
Transportation	-	-	-	149
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	1,023
Debt service				
Principal retirement	5,645	478	990	-
Interest and fiscal charges	4,189	154	694	-
Total expenditures	<u>9,834</u>	<u>632</u>	<u>1,684</u>	<u>18,750</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>(9,781)</u>	<u>(632)</u>	<u>(1,677)</u>	<u>(16,195)</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	11,992	632	1,682	27,027
Transfer out	-	-	-	(15,603)
Issuance of refunding debt	-	1,284	-	-
Payments to refunded debt escrow agent	-	(1,284)	-	-
Total other financing sources (uses)	<u>11,992</u>	<u>632</u>	<u>1,682</u>	<u>11,424</u>
Net change in fund balances	2,211	-	5	(4,771)
Fund balances - beginning	7,799	-	1,343	145,971
Fund balances - ending	<u>\$ 10,010</u>	<u>\$ -</u>	<u>\$ 1,348</u>	<u>\$ 141,200</u>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Capital Projects Funds			
	Special Assessment Districts Construction	Transportation Capital Improvements	Human Services Grant Construction	Library Construction Projects
<b>REVENUES</b>				
Taxes	\$	20,860	\$	\$
Licenses and permits		91		
Intergovernmental		2,931	1,332	
Charges for services		16		
Fines and forfeitures				
Impact fees				
Special assessments				
Miscellaneous	4	1,830	-	127
Total revenues	4	25,728	1,332	127
<b>EXPENDITURES</b>				
Current				
General government		1		
Public safety				
Physical environment				
Transportation		7,665		
Economic environment				
Human services				
Culture and recreation		74		12
Capital outlay				
General government				
Public safety				
Physical environment				
Transportation	14	22,680		
Economic environment			1,432	
Human services				
Culture and recreation				1,362
Debt service				
Principal retirement				
Interest and fiscal charges				
Total expenditures	14	30,420	1,432	1,374
Excess (deficiencies) of revenue over (under) expenditures	(10)	(4,692)	(100)	(1,247)
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in		35,988		7,948
Transfer out		(9,338)		
Issuance of refunding debt				
Payments to refunded debt escrow agent				
Total other financing sources (uses)	-	26,650	-	7,948
Net change in fund balances	(10)	21,958	(100)	6,701
Fund balances - beginning	552	111,712	41	13,454
Fund balances - ending	\$ 542	\$ 133,670	\$ (59)	\$ 20,155

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Capital Projects Funds		
	All Hazards Protection Construction Projects	Impact Fees Community Parks Construction	Impact Fees Regional Parks Construction
<b>REVENUES</b>			
Taxes	\$ -	\$ -	\$ -
Licenses and permits	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Fines and forfeitures	-	-	-
Impact fees	-	-	-
Special assessments	-	-	-
Miscellaneous	6	17	4
Total revenues	6	17	4
<b>EXPENDITURES</b>			
<b>Current</b>			
General government	-	-	-
Public safety	-	-	-
Physical environment	-	-	-
Transportation	-	-	-
Economic environment	-	-	-
Human services	-	-	-
Culture and recreation	-	-	-
<b>Capital outlay</b>			
General government	27	-	-
Public safety	-	-	-
Physical environment	-	-	-
Transportation	-	-	-
Economic environment	-	-	-
Human services	-	-	-
Culture and recreation	-	112	500
<b>Debt service</b>			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total expenditures	27	112	500
Excess (deficiencies) of revenue over (under) expenditures	(21)	(95)	(496)
<b>OTHER FINANCING SOURCES AND (USES)</b>			
Transfers in	-	-	382
Transfer out	-	(99)	-
Issuance of refunding debt	-	-	-
Payments to refunded debt escrow agent	-	-	-
Total other financing sources (uses)	-	(99)	382
Net change in fund balances	(21)	(194)	(114)
Fund balances - beginning	719	2,102	452
Fund balances - ending	\$ 698	\$ 1,908	\$ 338

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Capital Projects Funds		Total Non-Major Governmental Funds
	Impact Fees Road Construction	Impact Fees EMS Construction	
	-	-	
<b>REVENUES</b>			
Taxes	\$ -	\$ -	\$ 134,092
Licenses and permits	-	-	9,004
Intergovernmental	-	-	31,116
Charges for services	-	-	35,966
Fines and forfeitures	-	-	1,233
Impact fees	-	-	6,455
Special assessments	-	-	1,174
Miscellaneous	72	4	10,336
Total revenues	<u>72</u>	<u>4</u>	<u>229,376</u>
<b>EXPENDITURES</b>			
Current			
General government	-	-	41,208
Public safety	-	-	26,939
Physical environment	-	-	6,733
Transportation	-	-	35,885
Economic environment	-	-	24,601
Human services	-	-	6,994
Culture and recreation	-	-	47,668
Capital outlay			
General government	-	156	6,779
Public safety	-	-	1,723
Physical environment	-	-	1,269
Transportation	3,943	-	27,369
Economic environment	-	-	1,483
Human services	-	-	7
Culture and recreation	-	-	3,299
Debt service			
Principal retirement	-	-	19,242
Interest and fiscal charges	-	-	11,693
Total expenditures	<u>3,943</u>	<u>156</u>	<u>262,892</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>(3,871)</u>	<u>(152)</u>	<u>(33,516)</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>			
Transfers in	8,466	250	152,045
Transfer out	-	-	(89,613)
Issuance of refunding debt	-	-	1,284
Payments to refunded debt escrow agent	-	-	(1,284)
Total other financing sources (uses)	<u>8,466</u>	<u>250</u>	<u>62,432</u>
Net change in fund balances	4,595	98	28,916
Fund balances - beginning	10,488	427	440,847
Fund balances - ending	<u>\$ 15,083</u>	<u>\$ 525</u>	<u>\$ 469,763</u>

See accompanying independent auditor's report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Municipal Service Benefit Unit Districts		Non - GAAP Special Assessment Districts		Non - GAAP Law Enforcement Trust	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ 4,153	\$ 4,223	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	107	109	-	-
Fines and forfeitures	-	-	-	-	670	598
Impact fees	-	-	-	-	-	-
Special assessments	-	-	1,146	1,172	-	-
Miscellaneous	5	39	14	70	4	12
Total revenues	<u>4,158</u>	<u>4,262</u>	<u>1,267</u>	<u>1,351</u>	<u>674</u>	<u>610</u>
<b>EXPENDITURES</b>						
Current						
General government	115	108	639	424	-	-
Public safety	1,297	1,297	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	3,342	1,832	710	374	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>4,754</u>	<u>3,237</u>	<u>1,349</u>	<u>798</u>	<u>-</u>	<u>-</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(596)</u>	<u>1,025</u>	<u>(82)</u>	<u>553</u>	<u>674</u>	<u>610</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	7	38	132	82	-	-
Transfers out	(6)	(6)	(1,073)	(711)	(790)	(790)
Total other financing sources (uses)	<u>1</u>	<u>32</u>	<u>(941)</u>	<u>(629)</u>	<u>(790)</u>	<u>(790)</u>
Net change in fund balances	(595)	1,057	(1,023)	(76)	(116)	(180)
Fund balances - beginning	2,246	2,148	3,856	4,936	1,537	1,535
Fund balances - ending	<u>\$ 1,651</u>	<u>\$ 3,205</u>	<u>\$ 2,833</u>	<u>\$ 4,860</u>	<u>\$ 1,421</u>	<u>\$ 1,355</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Special Revenue Projects		Non - GAAP State Housing Incentives Partnership Program		Non - GAAP Human Services Grants	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	2,952	1,691	2,699	2,790	5,383	2,756
Charges for services	640	628	-	-	-	-
Fines and forfeitures	328	316	-	-	-	-
Impact fees	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Miscellaneous	46	69	229	194	1	3
Total revenues	<u>3,966</u>	<u>2,704</u>	<u>2,928</u>	<u>2,984</u>	<u>5,384</u>	<u>2,759</u>
<b>EXPENDITURES</b>						
Current						
General government	353	185	-	-	-	-
Public safety	95	42	-	-	-	-
Physical environment	644	608	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	6,260	2,021	5,404	2,756
Human services	3,001	1,600	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	1,175	-	-	-	-	-
Public safety	6	58	-	-	-	-
Physical environment	25	20	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>5,299</u>	<u>2,513</u>	<u>6,260</u>	<u>2,021</u>	<u>5,404</u>	<u>2,756</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(1,333)</u>	<u>191</u>	<u>(3,332)</u>	<u>963</u>	<u>(20)</u>	<u>3</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	(1,333)	191	(3,332)	963	(20)	3
Fund balances - beginning	5,278	132,440	3,332	(1,875)	227	211
Fund balances - ending	<u>\$ 3,945</u>	<u>\$ 132,631</u>	<u>\$ -</u>	<u>\$ (912)</u>	<u>\$ 207</u>	<u>\$ 214</u>

See accompanying independent auditors' report.

(continued)



Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Lee County Library		Non - GAAP E 9 - 1 - 1		Non - GAAP MSTU	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ 33,684	\$ 34,241	\$ -	\$ -	\$ 30,885	\$ 32,468
Licenses and permits	-	-	-	-	7,076	8,376
Intergovernmental	738	1,212	-	-	800	780
Charges for services	124	123	3,045	3,242	9,588	7,856
Fines and forfeitures	343	319	-	-	-	-
Impact fees	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Miscellaneous	280	1,394	52	110	437	848
Total revenues	<u>35,169</u>	<u>37,289</u>	<u>3,097</u>	<u>3,352</u>	<u>48,786</u>	<u>50,328</u>
<b>EXPENDITURES</b>						
Current						
General government	880	920	700	-	7,628	7,013
Public safety	-	-	3,004	2,182	9,628	9,098
Physical environment	-	-	-	-	5,162	4,656
Transportation	-	-	-	-	717	509
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	5,302	5,237
Culture and recreation	28,413	26,346	-	-	12,404	11,985
Capital outlay						
General government	-	-	-	-	1,002	456
Public safety	-	-	567	93	81	144
Physical environment	-	-	-	-	-	10
Transportation	-	-	-	-	5	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	6
Culture and recreation	-	248	-	-	-	54
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>29,293</u>	<u>27,514</u>	<u>4,271</u>	<u>2,275</u>	<u>41,929</u>	<u>39,168</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>5,876</u>	<u>9,775</u>	<u>(1,174)</u>	<u>1,077</u>	<u>6,857</u>	<u>11,160</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	400	311	-	-	5,060	4,987
Transfers out	(7,948)	(7,948)	-	-	(18,450)	(18,386)
Total other financing sources (uses)	<u>(7,548)</u>	<u>(7,637)</u>	<u>-</u>	<u>-</u>	<u>(13,390)</u>	<u>(13,399)</u>
Net change in fund balances	(1,672)	2,138	(1,174)	1,077	(6,533)	(2,239)
Fund balances - beginning	9,592	9,245	9,943	9,940	34,497	34,731
Fund balances - ending	<u>\$ 7,920</u>	<u>\$ 11,383</u>	<u>\$ 8,769</u>	<u>\$ 11,017</u>	<u>\$ 27,964</u>	<u>\$ 32,492</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Tourist Development Trust Fund		Non - GAAP Transportation Trust		Non - GAAP All Hazards Protection	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ 41,352	\$ 39,651	\$ -	\$ -	\$ 2,589	\$ 2,631
Licenses and permits	-	-	48	89	-	-
Intergovernmental	500	500	9,251	9,697	107	107
Charges for services	1,015	1,015	818	1,005	7	2
Fines and forfeitures	-	-	-	-	-	-
Impact fees	-	-	-	-	40	93
Special assessments	-	-	-	-	-	-
Miscellaneous	2,059	2,153	797	941	16	60
Total revenues	<u>44,926</u>	<u>43,319</u>	<u>10,914</u>	<u>11,732</u>	<u>2,759</u>	<u>2,893</u>
<b>EXPENDITURES</b>						
Current						
General government	1,009	1,196	1,172	966	1,030	1,374
Public safety	-	-	-	-	1,947	1,780
Physical environment	-	-	-	-	-	-
Transportation	-	-	25,665	25,571	-	-
Economic environment	20,888	19,841	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	15	12
Physical environment	-	-	-	-	-	-
Transportation	-	-	406	583	-	-
Economic environment	77	51	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	74	74	-	-
Interest and fiscal charges	-	9	8	8	-	-
Total expenditures	<u>21,974</u>	<u>21,097</u>	<u>27,325</u>	<u>27,202</u>	<u>2,992</u>	<u>3,166</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>22,952</u>	<u>22,222</u>	<u>(16,411)</u>	<u>(15,470)</u>	<u>(233)</u>	<u>(273)</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	20,675	17,124	13,600	13,600	23	24
Transfers out	(36,430)	(33,212)	-	-	-	-
Total other financing sources (uses)	<u>(15,755)</u>	<u>(16,088)</u>	<u>13,600</u>	<u>13,600</u>	<u>23</u>	<u>24</u>
Net change in fund balances	7,197	6,134	(2,811)	(1,870)	(210)	(249)
Fund balances - beginning	17,329	17,517	4,290	5,669	4,960	4,962
Fund balances - ending	<u>\$ 24,526</u>	<u>\$ 23,651</u>	<u>\$ 1,479</u>	<u>\$ 3,799</u>	<u>\$ 4,750</u>	<u>\$ 4,713</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Impact Fees - Community Parks		Non - GAAP Impact Fees - Regional Parks		Non - GAAP Impact Fees - Roads	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Impact fees	451	672	589	1,021	2,760	4,425
Special assessments	-	-	-	-	-	-
Miscellaneous	14	48	1	20	17	219
Total revenues	<u>465</u>	<u>720</u>	<u>590</u>	<u>1,041</u>	<u>2,777</u>	<u>4,644</u>
<b>EXPENDITURES</b>						
Current						
General government	6	2	5	2	47	45
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>6</u>	<u>2</u>	<u>5</u>	<u>2</u>	<u>47</u>	<u>45</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>459</u>	<u>718</u>	<u>585</u>	<u>1,039</u>	<u>2,730</u>	<u>4,599</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	99	99	-	-	-	-
Transfers out	-	-	(382)	(382)	(8,672)	(8,466)
Total other financing sources (uses)	<u>99</u>	<u>99</u>	<u>(382)</u>	<u>(382)</u>	<u>(8,672)</u>	<u>(8,466)</u>
Net change in fund balances	558	817	203	657	(5,942)	(3,867)
Fund balances - beginning	4,275	6,680	1,684	1,619	11,849	8,458
Fund balances - ending	<u>\$ 4,833</u>	<u>\$ 7,497</u>	<u>\$ 1,887</u>	<u>\$ 2,276</u>	<u>\$ 5,907</u>	<u>\$ 4,591</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Impact Fees - EMS		Non - GAAP Animal Trust Fund		Non - GAAP Court Administration	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
	REVENUES					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	48	73	-	49
Charges for services	-	-	5	9	4,941	5,093
Fines and forfeitures	-	-	-	-	2	-
Impact fees	178	244	-	-	-	-
Special assessments	-	-	-	-	-	-
Miscellaneous	2	8	152	100	307	300
Total revenues	180	252	205	182	5,250	5,442
EXPENDITURES						
Current						
General government	2	-	-	-	15,838	14,999
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	248	157	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	-	-	-	-	249	348
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	1	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	2	-	248	158	16,087	15,347
Excess (deficiencies) of revenues over (under) expenditures	178	252	(43)	24	(10,837)	(9,905)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	8,770	8,670
Transfers out	(250)	(250)	-	-	(100)	-
Total other financing sources (uses)	(250)	(250)	-	-	8,670	8,670
Net change in fund balances	(72)	2	(43)	24	(2,167)	(1,235)
Fund balances - beginning	770	772	396	395	3,576	3,705
Fund balances - ending	\$ 698	\$ 774	\$ 353	\$ 419	\$ 1,409	\$ 2,470

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Clerk of Circuit Court's Special Revenue		Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	Final Budget	Actual	
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ 112,663	\$ 113,214	\$ 551
Licenses and permits	-	-	7,124	8,465	1,341
Intergovernmental	1,091	1,297	23,569	20,952	(2,617)
Charges for services	12,588	12,431	32,878	31,513	(1,365)
Fines and forfeitures	-	-	1,343	1,233	(110)
Impact fees	-	-	4,018	6,455	2,437
Special assessments	-	-	1,146	1,172	26
Miscellaneous	52	196	4,485	6,784	2,299
Total revenues	<u>13,731</u>	<u>13,924</u>	<u>187,226</u>	<u>189,788</u>	<u>2,562</u>
<b>EXPENDITURES</b>					
Current					
General government	15,839	12,528	45,263	39,762	5,501
Public safety	-	-	15,971	14,399	1,572
Physical environment	-	-	5,806	5,264	542
Transportation	-	-	30,434	28,286	2,148
Economic environment	-	-	32,552	24,618	7,934
Human services	-	-	8,551	6,994	1,557
Culture and recreation	-	-	40,817	38,331	2,486
Capital outlay					
General government	1,514	249	3,940	1,053	2,887
Public safety	-	-	669	307	362
Physical environment	-	-	25	30	(5)
Transportation	-	-	411	583	(172)
Economic environment	-	-	77	51	26
Human services	-	-	-	7	(7)
Culture and recreation	-	-	-	302	(302)
Debt Service					
Principal retirement	-	-	74	74	-
Interest and fiscal charges	-	-	8	17	(9)
Total expenditures	<u>17,353</u>	<u>12,777</u>	<u>184,598</u>	<u>160,078</u>	<u>24,520</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(3,622)</u>	<u>1,147</u>	<u>2,628</u>	<u>29,710</u>	<u>27,082</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	-	-	48,766	44,935	(3,831)
Transfers out	-	-	(74,101)	(70,151)	3,950
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(25,335)</u>	<u>(25,216)</u>	<u>119</u>
Net change in fund balances	(3,622)	1,147	(22,707)	4,494	27,201
Fund balances - beginning	3,622	9,780	123,259	252,868	129,609
Fund balances - ending	<u>\$ -</u>	<u>\$ 10,927</u>	<u>\$ 100,552</u>	<u>\$ 257,362</u>	<u>\$ 156,810</u>

See accompanying independent auditors' report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 DEBT SERVICE FUNDS

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Local Option Gas Tax Loan		Tourist Development Tax Revenue Bonds		Non - GAAP Capital Revenue Bonds	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
	REVENUES					
Miscellaneous	\$ 10	\$ 12	\$ 24	\$ 39	\$ -	\$ -
Total revenues	10	12	24	39	-	-
EXPENDITURES						
Debt Service						
Principal retirement	8,505	8,505	1,160	1,160	2,390	2,390
Interest and fiscal charges	117	117	6,462	6,462	60	60
Total expenditures	8,622	8,622	7,622	7,622	2,450	2,450
Excess (deficiencies) of revenues over (under) expenditures	(8,612)	(8,610)	(7,598)	(7,583)	(2,450)	(2,450)
OTHER FINANCING SOURCES (USES)						
Transfers in	8,621	8,610	11,563	11,137	1	-
Transfers out	(10)	(1)	(3,842)	(3,451)	-	-
Issuance of refunding debt	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-
Total other financing sources (uses)	8,611	8,609	7,721	7,686	1	-
Net change in fund balances	(1)	(1)	123	103	(2,449)	(2,450)
Fund balances - beginning	1	1	9,741	9,740	2,450	3,224
Fund balances - ending	\$ -	\$ -	\$ 9,864	\$ 9,843	\$ 1	\$ 774

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 DEBT SERVICE FUNDS

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - Ad Valorem Revenue Bonds		Non - GAAP MSBU Projects Commercial Loan		Non - Ad Valorem Loan	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
REVENUES						
Miscellaneous	\$ 6	\$ 53	\$ -	\$ -	\$ 1	\$ 7
Total revenues	<u>6</u>	<u>53</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>7</u>
EXPENDITURES						
Debt Service						
Principal retirement	5,645	5,645	1,765	478	990	990
Interest and fiscal charges	4,189	4,189	154	154	694	694
Total expenditures	<u>9,834</u>	<u>9,834</u>	<u>1,919</u>	<u>632</u>	<u>1,684</u>	<u>1,684</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(9,828)</u>	<u>(9,781)</u>	<u>(1,919)</u>	<u>(632)</u>	<u>(1,683)</u>	<u>(1,677)</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	12,057	11,992	1,919	1,916	1,697	1,682
Transfers out	-	-	(1,284)	(1,284)	-	-
Issuance of refunding debt	-	-	1,284	1,284	-	-
Payment to escrow agent	-	-	-	(1,284)	-	-
Total other financing sources (uses)	<u>12,057</u>	<u>11,992</u>	<u>1,919</u>	<u>632</u>	<u>1,697</u>	<u>1,682</u>
Net change in fund balances	2,229	2,211	-	-	14	5
Fund balances - beginning	7,799	7,799	-	62	1,343	1,343
Fund balances - ending	<u>\$ 10,028</u>	<u>\$ 10,010</u>	<u>\$ -</u>	<u>\$ 62</u>	<u>\$ 1,357</u>	<u>\$ 1,348</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 DEBT SERVICE FUNDS

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	
<b>REVENUES</b>			
Miscellaneous	\$ 41	\$ 111	\$ 70
Total revenues	<u>41</u>	<u>111</u>	<u>70</u>
<b>EXPENDITURES</b>			
Debt Service			
Principal retirement	20,455	19,168	1,287
Interest and fiscal charges	11,676	11,676	-
Total expenditures	<u>32,131</u>	<u>30,844</u>	<u>1,287</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(32,090)</u>	<u>(30,733)</u>	<u>1,357</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	35,858	35,337	(521)
Transfers out	(5,136)	(4,736)	400
Issuance of refunding debt	1,284	1,284	-
Payment to escrow agent	-	(1,284)	(1,284)
Total other financing sources (uses)	<u>32,006</u>	<u>30,601</u>	<u>(1,405)</u>
Net change in fund balances	(84)	(132)	(48)
Fund balances - beginning	21,334	22,169	835
Fund balances - ending	<u>\$ 21,250</u>	<u>\$ 22,037</u>	<u>\$ 787</u>

See accompanying independent auditors' report.



Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 CAPITAL PROJECTS FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non-GAAP Capital Improvement		Special Assessment Districts Construction		Non - GAAP Transportation Capital Improvements	
	Final		Final		Final	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ 18	\$ -	\$ -	\$ 20,963	\$ 20,860
Licenses and permits	350	423	-	-	-	91
Intergovernmental	2,906	579	-	-	16,041	1,749
Charges for services	124	162	-	-	-	16
Miscellaneous	454	1,654	1	6	2,272	2,033
Total revenues	3,834	2,836	1	6	39,276	24,749
<b>EXPENDITURES</b>						
Current						
General government	21	36	-	-	-	1
Physical environment	8,561	1,509	-	-	-	-
Transportation	-	-	-	-	16,356	7,665
Culture and recreation	19,081	9,251	-	-	710	74
Capital Outlay						
General government	7,685	5,544	853	-	-	-
Physical environment	10,020	1,239	-	-	-	-
Transportation	1,299	149	-	14	122,063	22,680
Economic environment	-	-	-	-	-	-
Culture and recreation	8,157	1,023	-	-	-	-
Total expenditures	54,824	18,751	853	14	139,129	30,420
Excess (deficiencies) of revenues over (under) expenditures	(50,990)	(15,915)	(852)	(8)	(99,853)	(5,671)
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	28,097	27,150	300	-	35,243	35,988
Transfers out	(17,168)	(15,726)	-	-	(10,234)	(9,338)
Total other financing sources (uses)	10,929	11,424	300	-	25,009	26,650
Net change in fund balances	(40,061)	(4,491)	(552)	(8)	(74,844)	20,979
Fund balances - beginning	146,060	146,186	552	552	112,894	113,580
Fund balances - ending	\$ 105,999	\$ 141,695	\$ -	\$ 544	\$ 38,050	\$ 134,559

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 CAPITAL PROJECTS FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Human Services Grant Construction		Non-GAAP Library Construction Projects		Non-GAAP All Hazards Construction Projects	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	1,744	1,331	-	-	-	-
Charges for services	-	-	-	-	-	-
Miscellaneous	-	-	10	160	1	7
<b>Total revenues</b>	<b>1,744</b>	<b>1,331</b>	<b>10</b>	<b>160</b>	<b>1</b>	<b>7</b>
<b>EXPENDITURES</b>						
<b>Current</b>						
General government	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Culture and recreation	-	-	-	12	-	-
<b>Capital Outlay</b>						
General government	-	-	-	-	451	27
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	1,744	1,432	-	-	-	-
Culture and recreation	-	-	21,366	1,362	-	-
<b>Total expenditures</b>	<b>1,744</b>	<b>1,432</b>	<b>21,366</b>	<b>1,374</b>	<b>451</b>	<b>27</b>
Excess (deficiencies) of revenues over (under) expenditures	-	(101)	(21,356)	(1,214)	(450)	(20)
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	-	-	7,948	7,948	-	-
Transfers out	-	-	-	-	-	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>7,948</b>	<b>7,948</b>	<b>-</b>	<b>-</b>
Net change in fund balances	-	(101)	(13,408)	6,734	(450)	(20)
Fund balances - beginning	42	41	13,454	13,442	719	719
Fund balances - ending	\$ 42	\$ (60)	\$ 46	\$ 20,176	\$ 269	\$ 699

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 CAPITAL PROJECTS FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non-GAAP Impact Fees Community Parks Construction		Non-GAAP Impact Fees Regional Parks Construction		Non-GAAP Impact Fees Road Construction	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Miscellaneous	1	20	-	5	13	98
Total revenues	<u>1</u>	<u>20</u>	<u>-</u>	<u>5</u>	<u>13</u>	<u>98</u>
<b>EXPENDITURES</b>						
Current						
General government	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital Outlay						
General government	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	18,460	3,943
Economic environment	-	-	-	-	-	-
Culture and recreation	1,840	112	830	500	-	-
Total expenditures	<u>1,840</u>	<u>112</u>	<u>830</u>	<u>500</u>	<u>18,460</u>	<u>3,943</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(1,839)</u>	<u>(92)</u>	<u>(830)</u>	<u>(495)</u>	<u>(18,447)</u>	<u>(3,845)</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	-	-	382	382	8,672	8,466
Transfers out	(99)	(99)	-	-	-	-
Total other financing sources (uses)	<u>(99)</u>	<u>(99)</u>	<u>382</u>	<u>382</u>	<u>8,672</u>	<u>8,466</u>
Net change in fund balances	<u>(1,938)</u>	<u>(191)</u>	<u>(448)</u>	<u>(113)</u>	<u>(9,775)</u>	<u>4,621</u>
Fund balances - beginning	2,102	2,099	452	453	10,488	10,479
Fund balances - ending	<u>\$ 164</u>	<u>\$ 1,908</u>	<u>\$ 4</u>	<u>\$ 340</u>	<u>\$ 713</u>	<u>\$ 15,100</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
CAPITAL PROJECTS FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Non-GAAP Impact Fees EMS Construction		Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	Final Budget	Actual	
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ 20,963	\$ 20,878	\$ (85)
Licenses and permits	-	-	350	514	164
Intergovernmental	-	-	20,691	3,659	(17,032)
Charges for services	-	-	124	178	54
Miscellaneous	-	5	2,752	3,988	1,236
Total revenues	<u>-</u>	<u>5</u>	<u>44,880</u>	<u>29,217</u>	<u>(15,663)</u>
<b>EXPENDITURES</b>					
Current					
General government	-	-	21	37	(16)
Physical environment	-	-	8,561	1,509	7,052
Transportation	-	-	16,356	7,665	8,691
Culture and recreation	-	-	19,791	9,337	10,454
Capital Outlay					
General government	665	156	9,654	5,727	3,927
Physical environment	-	-	10,020	1,239	8,781
Transportation	-	-	141,822	26,786	115,036
Economic environment	-	-	1,744	1,432	312
Culture and recreation	-	-	32,193	2,997	29,196
Total expenditures	<u>665</u>	<u>156</u>	<u>240,162</u>	<u>56,729</u>	<u>183,433</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(665)</u>	<u>(151)</u>	<u>(195,282)</u>	<u>(27,512)</u>	<u>167,770</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	250	250	80,892	80,184	(708)
Transfers out	-	-	(27,501)	(25,163)	2,338
Total other financing sources (uses)	<u>250</u>	<u>250</u>	<u>53,391</u>	<u>55,021</u>	<u>1,630</u>
Net change in fund balances	(415)	99	(141,891)	27,509	169,400
Fund balances - beginning	427	427	287,190	287,978	788
Fund balances - ending	<u>\$ 12</u>	<u>\$ 526</u>	<u>\$ 145,299</u>	<u>\$ 315,487</u>	<u>\$ 170,188</u>

See accompanying independent auditors' report.

# Enterprise Funds



## *Enterprise Fund Descriptions*

**E**nterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the County is that costs of providing the goods or services to the general public on a continuous basis be financed or recovered primarily through user fees.

*Port Authority-* The Lee County Port Authority is used to account for the activities related to the operation of the County owned aviation facilities, including Southwest Florida International Airport and Page Field General Aviation Airport.

*Water and Wastewater-* The Lee County Water and Wastewater System is used to account for the activities related to the operation of the County owned water and wastewater system.

*Transportation Facilities-* The Lee County Transportation Facilities is used to account for the activities related to the operation of the County owned bridges connecting Sanibel and Captiva Islands to the mainland and the Cities of Cape Coral and Fort Myers.

*Solid Waste-* The Lee County Solid Waste System is used to account for the provision of Municipal Solid Waste disposal facilities to the general public.

*Transit-* The Lee County Transit System is used to account for the activities related to the operation of the Lee Tran bus system, a County-wide public transportation service.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 ENTERPRISE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Port Authority		Water and Wastewater		Transportation Facilities	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>OPERATING REVENUES</b>						
User fees	\$ 52,650	\$ 49,901	\$ 100,262	\$ 110,032	\$ -	\$ -
Tolls	-	-	-	-	43,418	42,818
Rentals and franchise fees	6,070	6,177	186	218	-	-
Concessions	44,208	45,395	-	-	-	-
Miscellaneous	163	306	1,952	1,771	656	1,547
Total operating revenues	103,091	101,779	102,400	112,021	44,074	44,365
Less: Rebates	(4,887)	(3,482)	-	-	-	-
Net operating revenues	98,204	98,297	102,400	112,021	44,074	44,365
<b>OPERATING EXPENSES</b>						
Salaries and wages	23,724	23,292	15,199	15,041	3,476	3,426
Employee benefits	11,688	10,578	9,330	6,584	1,711	1,727
Contractual services, materials, and supplies	35,224	32,362	24,068	24,203	4,313	1,981
Utilities	4,730	4,502	5,761	5,870	283	257
Repairs and maintenance	3,391	3,228	2,468	3,619	292	322
Insurance	1,652	1,559	693	693	1,073	786
Other	4,252	2,139	3,377	3,213	722	819
Total operating expenses	84,661	77,660	60,896	59,223	11,870	9,318
Operating income (loss)	13,543	20,637	41,504	52,798	32,204	35,047
<b>NON - OPERATING REVENUES (EXPENSES)</b>						
Interest revenue	1,493	1,977	526	2,276	142	489
Taxes	-	-	-	-	-	-
Special assessment collections	-	-	50	93	-	-
Grants	288	344	-	-	-	-
Other debt proceeds	-	-	46,805	16,287	-	-
Interest expense	(14,483)	(14,483)	(9,354)	(9,340)	(4,948)	(4,948)
Excess fees - City of Sanibel	-	-	-	-	(1,987)	(1,669)
Capital outlay	(53,668)	(36,575)	(150,902)	(84,002)	(3,954)	(304)
Principal retirement	(10,587)	(10,107)	(10,678)	(10,681)	(9,295)	(9,295)
Proceeds from disposal of capital assets	2	430	55	104	-	-
Passenger facility charges	18,713	17,104	-	-	-	-
Other revenues	2	2	353	943	920	965
Other expenses	(2)	(2)	(322)	(409)	(1)	(1)
Total non - operating revenues (expenses)	(58,242)	(41,310)	(123,467)	(84,729)	(19,123)	(14,763)
Income (loss) before contributions and transfers	(44,699)	(20,673)	(81,963)	(31,931)	13,081	20,284
Capital grants and contributions	21,923	28,255	8,335	14,621	-	-
Transfers in	89,654	62,830	67,655	62,368	70,893	67,840
Transfers out	(89,654)	(62,830)	(68,805)	(62,368)	(81,586)	(80,159)
Total contributions and transfers	21,923	28,255	7,185	14,621	(10,693)	(12,319)
Change in net position	(22,776)	7,582	(74,778)	(17,310)	2,388	7,965
Total net position - beginning	151,467	165,461	230,851	256,447	32,362	36,449
Total net position - ending	\$ 128,691	\$ 173,043	\$ 156,073	\$ 239,137	\$ 34,750	\$ 44,414
<b>RECONCILIATION OF BUDGETARY BASIS TO GAAP</b>						
Change in net position, budgetary basis		\$ 7,582		\$ (17,310)		\$ 7,965
Add: Capital outlay		36,575		84,002		304
Principal retirement		10,107		10,681		9,295
Capitalized interest		350		3,689		-
Inventory adjustments		13		305		9
Prepaid adjustment		-		88		-
Capital contributions		-		9,120		-
Bond amortization		-		697		1,294
Less: Depreciation		(23,244)		(44,880)		(7,553)
Fair market value adjustment		-		(363)		(77)
Compensated absences		(132)		(65)		(46)
Bond amortization		(189)		-		-
Prepaid adjustment		-		-		(21)
Special assessment collections		-		(93)		-
Other debt proceeds		-		(16,287)		-
Loss on discontinued projects		-		(37)		-
Net book value of capital assets disposed		(95)		(257)		(1)
Accounts receivable adjustments		-		(166)		-
Pension expense adjustments		(2,298)		(878)		(41)
Other postemployment benefits plan adjustments		(590)		(293)		(866)
Change in net position		\$ 28,079		\$ 27,953		\$ 10,262

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 ENTERPRISE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Solid Waste		Other Non-Major Transit		Total		Variance Positive (Negative)
	Budget	Actual	Budget	Actual	Budget	Actual	
<b>OPERATING REVENUES</b>							
User fees	\$ 65,357	\$ 71,950	\$ 3,951	\$ 3,822	\$ 222,220	\$ 235,705	\$ 13,485
Tolls	-	-	-	-	43,418	42,818	(600)
Rentals and franchise fees	2,264	2,464	148	148	8,668	9,007	339
Concessions	-	-	-	-	44,208	45,395	1,187
Miscellaneous	13,409	9,590	77	45	16,257	13,259	(2,998)
Total operating revenues	81,030	84,004	4,176	4,015	334,771	346,184	11,413
Less: Rebates	-	-	-	-	(4,887)	(3,482)	1,405
Net operating revenues	81,030	84,004	4,176	4,015	329,884	342,702	12,818
<b>OPERATING EXPENSES</b>							
Salaries and wages	5,541	5,498	10,739	11,145	58,679	58,402	277
Employee benefits	2,513	2,466	5,630	5,861	30,872	27,216	3,656
Contractual services, materials, and supplies	60,904	62,002	3,463	3,020	127,972	123,568	4,404
Utilities	677	638	432	394	11,883	11,661	222
Repairs and maintenance	2,039	2,598	1,823	1,550	10,013	11,317	(1,304)
Insurance	391	387	464	464	4,273	3,889	384
Other	1,028	969	936	928	10,315	8,068	2,247
Total operating expenses	73,093	74,558	23,487	23,362	254,007	244,121	9,886
Operating income (loss)	7,937	9,446	(19,311)	(19,347)	75,877	98,581	22,704
<b>NON - OPERATING REVENUES (EXPENSES)</b>							
Interest revenue	268	1,054	40	80	2,469	5,876	3,407
Taxes	1,833	1,864	-	-	1,833	1,864	31
Special assessment collections	-	-	-	-	50	93	43
Grants	(918)	(1,394)	8,061	6,368	7,431	5,318	(2,113)
Other debt proceeds	-	-	-	-	46,805	16,287	(30,518)
Interest expense	(3,300)	(3,151)	(12)	(12)	(32,097)	(31,934)	163
Excess fees - City of Sanibel	-	-	-	-	(1,987)	(1,669)	318
Capital outlay	(6,261)	(3,283)	(12,499)	(2,835)	(227,284)	(126,999)	100,285
Principal retirement	-	-	(589)	(589)	(31,149)	(30,672)	477
Proceeds from disposal of capital assets	85	119	30	148	172	801	629
Passenger facility charges	-	-	-	-	18,713	17,104	(1,609)
Other revenues	64	-	7	11	1,346	1,921	575
Other expenses	-	-	-	-	(325)	(412)	(87)
Total non - operating revenues (expenses)	(8,229)	(4,791)	(4,962)	3,171	(214,023)	(142,422)	71,601
Income (loss) before contributions and transfers	(292)	4,655	(24,273)	(16,176)	(138,146)	(43,841)	94,305
Capital grants and contributions	-	-	9,258	3,118	39,516	45,994	6,478
Transfers in	94,799	17,765	13,091	13,042	336,092	223,845	(112,247)
Transfers out	(94,743)	(17,748)	(601)	(601)	(335,989)	(223,706)	111,683
Total contributions and transfers	56	17	21,748	15,559	40,219	46,133	5,914
Change in net position	(236)	4,672	(2,525)	(617)	(97,927)	2,292	100,219
Total net position - beginning	93,562	94,681	5,796	(5,494)	514,038	547,544	33,506
Total net position - ending	\$ 93,326	\$ 99,353	\$ 3,271	\$ (6,111)	\$ 416,111	\$ 549,836	\$ 133,725
<b>RECONCILIATION OF BUDGETARY BASIS TO GAAP</b>							
Change in net position, budgetary basis	\$ 4,672		\$ (617)		\$ 2,292		
Add: Capital outlay	3,283		2,835		126,999		
Principal retirement	-		589		30,672		
Capitalized interest	-		-		4,039		
Inventory adjustments	-		-		327		
Prepaid adjustment	7		-		95		
Capital contributions	-		-		9,120		
Bond amortization	1,579		-		3,570		
Less: Depreciation	(14,462)		(4,501)		(94,640)		
Fair market value adjustment	(160)		(8)		(608)		
Compensated absences	(15)		(19)		(277)		
Bond amortization	-		-		(189)		
Prepaid adjustment	-		(7)		(28)		
Special assessment collections	-		-		(93)		
Other debt proceeds	-		-		(16,287)		
Loss on discontinued projects	-		(7)		(44)		
Net book value of capital assets disposed	(311)		(29)		(693)		
Accounts receivable adjustments	(2,195)		-		(2,361)		
Pension expense adjustments	(601)		(624)		(4,442)		
Other postemployment benefits plan adjustments	(740)		(1,014)		(3,503)		
Change in net position	\$ (8,943)		\$ (3,402)		\$ 53,949		



# Internal Service Funds



## *Internal Service Fund Descriptions*

**I**nternal service funds are used to account for the financing of goods or services provided by one County department or agency to other County departments or agencies on a cost reimbursement basis, including depreciation.

*Information Technology-* To account for the costs of operating the County data processing facility and telephone communication system. Such costs are billed to other departments at estimated cost of operations, plus amounts for equipment replacement and additions.

*Governmental Communications Network-* To account for the costs of operating the radio communication system owned by the County. Such costs are billed to other departments at estimated cost of operations, plus amounts for equipment replacement and additions.

*Self-Insurance Group Health and Dental-* To account for the assessed premiums, claims, and administration of the County for group health and dental insurance. Such costs are billed to other departments and agencies at estimated cost of operations.

*Self-Insurance General Liability-* To account for the assessed premiums, claims, and administration of the County's risk management, including auto liability, workers' compensation, and property liability. Such costs are billed to other departments and agencies at estimated cost of operations.

*Fleet Management-* To account for the costs of operation for the repair and maintenance of County owned/leased vehicles and equipment. Such costs are billed to other departments at estimated cost of operations, plus amounts for equipment replacement and additions.

*Sheriff's Internal Service-* To account for the assessed premiums, claims, and administration of the Sheriff's group health insurance.

Lee County, Florida  
**COMBINING STATEMENT OF NET POSITION**  
**INTERNAL SERVICE FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications		Self-Insurance		Fleet Management	Sheriff's Internal Service	Total
		Network	General Liability	Group Health and Dental	General Liability			
<b>ASSETS</b>								
Current Assets:								
Cash, cash equivalents and investments	\$ 4,861	\$ 4,458	\$ 43,850	\$ 12,762	\$ 2,704	\$ 14,667	\$ 83,302	
Receivables (net)	8	56	343	26	62	-	495	
Due from other funds	320	221	971	-	587	-	2,099	
Due from other governments	15	300	213	-	25	-	553	
Inventories	-	-	-	-	342	-	342	
Other	1,276	45	-	250	1	-	1,572	
Total current assets	6,480	5,080	45,377	13,038	3,721	14,667	88,363	
Noncurrent Assets:								
Capital assets:								
Non-depreciable	1,667	-	-	-	1,463	-	3,130	
Depreciable	21,035	12,639	2	-	26,859	-	60,535	
Less accumulated depreciation	(18,264)	(10,345)	(2)	-	(19,061)	-	(47,672)	
Total noncurrent assets	4,438	2,294	-	-	9,261	-	15,993	
Total assets	10,918	7,374	45,377	13,038	12,982	14,667	104,356	
<b>DEFERRED OUTFLOWS OF RESOURCES</b>								
Unamortized pension costs and subsequent contributions	90	102	141	265	552	-	1,150	
Unamortized other postemployment benefits costs	-	2	2	2	11	-	17	
Total deferred outflows of resources	90	104	143	267	563	-	1,167	
<b>LIABILITIES</b>								
Current liabilities:								
Contracts and accounts payable	902	477	428	250	505	124	2,686	
Accrued liabilities	15	18	14	13	81	-	141	
Due to other funds	-	5	755	35	2	-	797	
Due to other governments	12	50	7	10	96	-	175	
Unearned Revenue	-	35	-	-	-	-	35	
Capital leases payable	-	-	-	-	213	-	213	
Self-insurance claims payable	-	-	6,943	2,320	-	4,385	13,648	
Compensated absences	1	3	2	2	12	-	20	
Net pension liability	1	2	3	2	14	-	22	
Total current liabilities	931	590	8,152	2,632	923	4,509	17,737	

(continued)

Lee County, Florida  
**COMBINING STATEMENT OF NET POSITION**  
**INTERNAL SERVICE FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Group Health and Dental	Self-Insurance General Liability	Fleet Management	Sheriff's Internal Service	Total
<b>Noncurrent liabilities:</b>							
Self-insurance claims payable	12	28	20	11,394	127	-	11,394
Compensated absences	-	-	-	23	218	-	210
Capital leases payable	213	256	359	613	1,458	-	2,899
Net pension liability	-	567	411	499	2,932	-	4,409
Other postemployment benefits	225	851	790	12,529	4,735	-	19,130
Total noncurrent liabilities	1,156	1,441	8,942	15,161	5,658	4,509	36,867

**DEFERRED INFLOWS OF RESOURCES**

Unamortized pension costs	13	17	24	35	102	-	191
Unamortized other postemployment benefits costs	-	178	129	156	920	-	1,383
Total deferred inflows of resources	13	195	153	191	1,022	-	1,574

**NET POSITION**

Net investment in capital assets	4,422	2,292	-	-	8,668	-	15,382
Unrestricted (deficit)	5,417	3,550	36,425	(2,047)	(1,803)	10,158	51,700
Total net position	\$ 9,839	\$ 5,842	\$ 36,425	\$ (2,047)	\$ 6,865	\$ 10,158	\$ 67,082

See accompanying independent auditor's report.

Lee County, Florida  
**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**INTERNAL SERVICE FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Group Health and Dental	Self - Insurance General Liability	Fleet Management	Sheriff's Internal Service	Total
<b>OPERATING REVENUES</b>							
User fees	\$ 12,864	\$ 2,508	\$ 62,724	\$ 8,689	\$ 6,842	\$ 31,501	\$ 125,128
Total operating revenues	<u>12,864</u>	<u>2,508</u>	<u>62,724</u>	<u>8,689</u>	<u>6,842</u>	<u>31,501</u>	<u>125,128</u>
<b>OPERATING EXPENSES</b>							
Salaries and wages	224	291	380	291	1,480	-	2,666
Employee benefits	150	221	203	386	1,023	-	1,983
Contractual services, materials and supplies	9,365	96	4,008	368	2,401	2,844	19,082
Utilities	1,969	114	7	3	82	-	2,175
Repairs and maintenance	443	1,435	-	1	2,451	-	4,330
Insurance	-	13	-	3,442	17	1,634	5,106
Insurance claims	-	-	66,918	11,071	-	25,175	103,164
Other	82	278	84	51	219	-	714
Depreciation	576	747	-	-	2,127	-	3,450
Total operating expenses	<u>12,809</u>	<u>3,195</u>	<u>71,600</u>	<u>15,613</u>	<u>9,800</u>	<u>29,653</u>	<u>142,670</u>
Operating income (loss)	<u>55</u>	<u>(687)</u>	<u>(8,876)</u>	<u>(6,924)</u>	<u>(2,958)</u>	<u>1,848</u>	<u>(17,542)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>							
Investment earnings	39	32	341	145	28	12	597
Grants	-	(106)	-	-	-	-	(106)
Interest expense	-	-	-	-	(15)	-	(15)
Gain (loss) on disposal of capital assets	-	(7)	-	-	384	-	377
Other revenues	-	325	2	-	9	-	336
Total non-operating revenues (expenses)	<u>39</u>	<u>244</u>	<u>343</u>	<u>145</u>	<u>406</u>	<u>12</u>	<u>1,189</u>
Income (loss) before transfers	<u>94</u>	<u>(443)</u>	<u>(8,533)</u>	<u>(6,779)</u>	<u>(2,552)</u>	<u>1,860</u>	<u>(16,353)</u>
Transfers in	-	-	-	-	2,000	-	2,000
Transfers out	-	-	(4,163)	-	-	-	(4,163)
Total transfers	<u>0</u>	<u>0</u>	<u>(4,163)</u>	<u>0</u>	<u>2,000</u>	<u>0</u>	<u>(2,163)</u>
Change in net position	<u>94</u>	<u>(443)</u>	<u>(12,696)</u>	<u>(6,779)</u>	<u>(552)</u>	<u>1,860</u>	<u>(18,516)</u>
Total net position - beginning as restated	<u>9,745</u>	<u>6,285</u>	<u>49,121</u>	<u>4,732</u>	<u>7,417</u>	<u>8,298</u>	<u>85,598</u>
Total net position - ending	<u>\$ 9,839</u>	<u>\$ 5,842</u>	<u>\$ 36,425</u>	<u>\$ (2,047)</u>	<u>\$ 6,865</u>	<u>\$ 10,158</u>	<u>\$ 67,082</u>

Lee County, Florida  
**COMBINING STATEMENT OF CASH FLOWS**  
**INTERNAL SERVICE FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Self-Insurance Group Health and Dental	Self-Insurance General Liability	Fleet Management	Sheriff's Internal Service Fund	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>							
Receipts from customers and users	\$ -	\$ 1,334	\$ 12,132	\$ 15	\$ 300	\$ -	\$ 13,781
Receipts from interfund services provided	12,844	1,299	49,556	8,679	5,918	31,501	109,797
Payments to suppliers	(12,607)	(1,375)	(69,780)	(14,189)	(4,917)	(29,385)	(132,253)
Payments to employees	(237)	(326)	(622)	(325)	(1,664)	-	(3,174)
Payments for interfund services used	(31)	(149)	(128)	(87)	(520)	-	(915)
Net cash provided by (used in) operating activities	(31)	783	(8,842)	(5,907)	(883)	2,116	(12,764)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>							
Non-capital grant received	-	(106)	-	-	-	-	(106)
Transfer in	-	-	-	-	2,000	-	2,000
Transfer out	-	-	(4,163)	-	-	-	(4,163)
Net cash provided by (used in) noncapital financing activities	-	(106)	(4,163)	-	2,000	-	(2,269)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>							
Capital asset purchases	(425)	(48)	-	(650)	(1,898)	-	(3,021)
Principal paid on bonds, loans, leases, and interfund loans	-	-	-	-	(208)	-	(208)
Interest paid on bonds, loans, leases, and interfund loans	-	-	-	-	(15)	-	(15)
Proceeds from sale of capital assets related financing activities	-	-	-	-	399	-	399
Net cash (used in) capital and related financing activities	(425)	(48)	-	(650)	(1,722)	-	(2,845)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>							
Interest on investments	36	30	322	139	27	12	566
Net cash provided by investing activities	36	30	322	139	27	12	566
Net increase (decrease) in cash and equity in pooled cash and investments	(420)	659	(12,683)	(6,418)	(578)	2,128	(17,312)
Cash and cash equivalents at beginning of year	5,281	3,799	56,533	19,180	3,282	12,539	100,614
Cash and cash equivalents at end of year	\$ 4,861	\$ 4,458	\$ 43,850	\$ 12,762	\$ 2,704	\$ 14,667	\$ 83,302
Classified as:							
Current assets	\$ 4,861	\$ 4,458	\$ 43,850	\$ 12,762	\$ 2,704	\$ 14,667	\$ 83,302

(continued)

See accompanying independent auditors' report.

Lee County, Florida  
**COMBINING STATEMENT OF CASH FLOWS**  
**INTERNAL SERVICE FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Self-Insurance Group Health and Dental	Self-Insurance General Liability	Fleet Management	Sheriff's Internal Service Fund	Total
Decrease in fair value of investments	\$ (9)	\$ (8)	\$ (79)	\$ (31)	\$ (5)	\$ -	\$ (132)
Purchase of capital assets on account	15	2	-	-	162	-	179
Loss on disposal of capital assets	-	(7)	-	-	(15)	-	(22)

**NON-CASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES**

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:**

Operating income (loss)	\$ 55	\$ (687)	\$ (8,876)	\$ (6,924)	\$ (2,958)	\$ 1,848	\$ (17,542)
Adjustments to reconcile operating (loss) to net cash provided by (used in) operating activities:							
Depreciation	576	747	-	-	2,127	-	3,450
Other revenues	-	325	3	-	9	-	337
(Increase) decrease in accounts receivable	-	128	(212)	5	(45)	-	(124)
(Increase) in due from other funds	(14)	(182)	(970)	-	(585)	-	(1,751)
(Increase) decrease in due from other governments	(6)	(181)	143	-	(3)	-	(47)
(Increase) in inventories	-	-	-	-	(41)	-	(41)
(Increase) decrease in other assets	(886)	24	-	145	8	-	(709)
Increase (decrease) in contracts and accounts payable	134	448	(316)	(53)	125	(3)	335
Increase (decrease) in accrued liabilities	11	9	(177)	3	37	-	(117)
Increase in due to other funds	-	2	755	31	-	-	788
Increase in due to other governments	9	6	-	6	30	-	51
Increase in unearned revenues	-	35	-	-	-	-	35
Increase (decrease) in compensated absences	8	5	(4)	4	17	-	30
Increase in net pension liability and related deferred outflows/inflows of resources	82	28	3	221	125	-	459
Increase in other postemployment benefits and deferred outflows/inflows of resources	-	76	38	46	271	-	431
Increase in other liabilities	-	-	771	609	-	271	1,651
Total adjustments	(86)	1,470	34	1,017	2,075	268	4,778
Net cash provided by (used in) operating activities	\$ (31)	\$ 783	\$ (8,842)	\$ (5,907)	\$ (883)	\$ 2,116	\$ (12,764)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 INTERNAL SERVICE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Information Technology		Governmental Communications Network		Self-Insurance Group Health and Dental	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>OPERATING REVENUES</b>						
User fees	\$ 12,800	\$ 12,864	\$ 2,512	\$ 2,508	\$ 72,737	\$ 62,724
Total operating revenues	12,800	12,864	2,512	2,508	72,737	62,724
<b>OPERATING EXPENSES</b>						
Salaries and wages	110	216	265	286	439	384
Employee benefits	35	68	110	117	172	164
Contractual services, materials, and supplies	10,283	10,199	125	87	4,251	4,008
Utilities	2,050	1,988	140	114	7	7
Repairs and maintenance	823	476	1,482	1,439	-	-
Insurance	-	-	13	13	-	-
Insurance claims	-	-	-	-	63,359	66,147
Other	79	82	297	259	91	84
Total operating expenses	13,380	13,029	2,432	2,315	68,319	70,794
Operating income (loss)	(580)	(165)	80	193	4,418	(8,070)
<b>NON - OPERATING REVENUES (EXPENSES)</b>						
Interest revenue	-	48	18	40	195	420
Grants	-	-	(90)	(106)	-	-
Interest expense	-	-	-	-	-	-
Capital outlay	(1,613)	(341)	(572)	(50)	-	-
Principal retirement	-	-	-	-	-	-
Proceeds from capital asset disposal	-	-	-	-	-	-
Other revenues	-	-	313	325	-	3
Total non - operating revenues (expenses)	(1,613)	(293)	(331)	209	195	423
Income (loss) before transfers	(2,193)	(458)	(251)	402	4,613	(7,647)
Transfers in	-	-	-	-	2,488	2,488
Transfers out	-	-	-	-	(6,651)	(6,650)
Total transfers	-	-	-	-	(4,163)	(4,162)
Change in net position	(2,193)	(458)	(251)	402	450	(11,809)
Total net position - beginning	5,127	7,228	4,118	2,870	40,026	56,915
Total net position - ending	\$ 2,934	\$ 6,770	\$ 3,867	\$ 3,272	\$ 40,476	\$ 45,106
<b>RECONCILIATION OF BUDGETARY BASIS TO GAAP</b>						
Change in net position, budgetary basis		\$ (458)		\$ 402		\$ (11,809)
Add: Capital outlay		341		50		-
Compensated absences		-		-		4
Principal retirement		-		-		-
Prepaid adjustments		886		-		-
Inventory adjustment		-		-		-
Less: Depreciation		(576)		(747)		-
Fair market value adjustment		(9)		(8)		(79)
Compensated absences		(8)		(5)		-
Prepaid adjustments		-		(24)		-
Net book value of capital assets disposed		-		(7)		-
Claims payable adjustment		-		-		(771)
Pension expense adjustments		(82)		(28)		(3)
Other postemployment benefits plan adjustments		-		(76)		(38)
Change in net position		\$ 94		\$ (443)		\$ (12,696)

See accompanying independent auditors' report.

(continued)



Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 INTERNAL SERVICE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Self-Insurance General		Fleet Management		Total		Variance Positive (Negative)
	Liability						
	Budget	Actual	Budget	Actual	Budget	Actual	
OPERATING REVENUES							
User fees	\$ 8,688	\$ 8,689	\$ 7,265	\$ 6,842	\$ 104,002	\$ 93,627	\$ (10,375)
Total operating revenues	8,688	8,689	7,265	6,842	104,002	93,627	(10,375)
OPERATING EXPENSES							
Salaries and wages	287	287	1,613	1,463	2,714	2,636	78
Employee benefits	123	119	710	628	1,150	1,096	54
Contractual services, materials, and supplies	523	368	3,178	2,433	18,360	17,095	1,265
Utilities	4	3	110	82	2,311	2,194	117
Repairs and maintenance	1	1	2,675	2,451	4,981	4,367	614
Insurance	4,935	3,296	17	17	4,965	3,326	1,639
Insurance claims	15,600	10,463	-	-	78,959	76,610	2,349
Other	48	51	264	219	779	695	84
Total operating expenses	21,521	14,588	8,567	7,293	114,219	108,019	6,200
Operating income (loss)	(12,833)	(5,899)	(1,302)	(451)	(10,217)	(14,392)	(4,175)
NON - OPERATING REVENUES (EXPENSES)							
Interest revenue	70	176	20	33	303	717	414
Grants	-	-	-	-	(90)	(106)	(16)
Interest expense	-	-	(8)	(15)	(8)	(15)	(7)
Capital outlay	-	-	(3,329)	(1,980)	(5,514)	(2,371)	3,143
Principal retirement	-	-	(71)	(208)	(71)	(208)	(137)
Proceeds from capital asset disposal	-	-	394	399	394	399	5
Other revenues	-	-	4	9	317	337	20
Total non - operating revenues (expenses)	70	176	(2,990)	(1,762)	(4,669)	(1,247)	3,422
Income (loss) before transfers	(12,763)	(5,723)	(4,292)	(2,213)	(14,886)	(15,639)	(753)
Transfers in	-	-	2,100	2,000	4,588	4,488	(100)
Transfers out	-	-	(100)	-	(6,751)	(6,650)	101
Total transfers	-	-	2,000	2,000	(2,163)	(2,162)	1
Change in net position	(12,763)	(5,723)	(2,292)	(213)	(17,049)	(17,801)	(752)
Total net position - beginning	19,012	16,097	2,903	1,738	71,186	84,848	13,662
Total net position - ending	\$ 6,249	\$ 10,374	\$ 611	\$ 1,525	\$ 54,137	\$ 67,047	\$ 12,910
RECONCILIATION OF BUDGETARY BASIS TO GAAP							
Change in net position, budgetary basis		\$ (5,723)		\$ (213)		\$ (17,801)	
Add: Capital outlay		-		1,980		2,371	
Compensated absences		-		-		4	
Principal retirement		-		208		208	
Prepaid adjustments		-		-		886	
Inventory adjustment		-		41		41	
Less: Depreciation		-		(2,127)		(3,450)	
Fair market value adjustment		(31)		(5)		(132)	
Compensated absences		(4)		(17)		(34)	
Prepaid adjustments		(145)		(8)		(177)	
Net book value of capital assets disposed		-		(15)		(22)	
Claims payable adjustment		(609)		-		(1,380)	
Pension expense adjustments		(221)		(125)		(459)	
Other postemployment benefits plan adjustments		(46)		(271)		(431)	
Change in net position		\$ (6,779)		\$ (552)		\$ (20,376)	



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# Agency Funds



## Agency Fund Descriptions

**A**gency funds are used to account for assets held by the County as an agent for individuals, private organizations, and other governments.

*Construction Management-* To account for construction type escrows for pending environmental issues.

*Impact Fees- Fire-* To account for revenues received from impact fees that are restricted for the purpose of providing equipment and fire protection within designated fire districts.

*Impact Fees- School-* To account for impact fees collected on behalf of the Lee County School Board and restricted for the construction of new schools and for capital improvements to existing schools within the designated school zones.

*Cash Bonds-* To account for the assets held by the Board as an agent for individuals, organizations, or other governments.

*Clerk of Circuit Court-* To account for the assets held by the Clerk of Circuit Court as an agent for individuals, organizations, and other governments. These assets are held for the following purposes: Jury and Witness, Delinquent Tax, Registry, Criminal Fine and Forfeiture, Fine and Forfeiture, Documentary Stamp and Intangible Tax, Juvenile Victim Restitution, Prosecution and Investigation, and Criminal Cash Bonds.

*Sheriff-* To account for the assets held by the Sheriff as an agent for individuals, organizations, or other governments. These assets are held for the following purposes: Civil Fees and Levies, Jail Inmate monies, Forfeiture, and CLEAN Forfeiture.

*Tax Collector-* To account for the assets held by the Tax Collector as an agent for individuals, organizations, or other governments. These assets are held for the following purposes: Fee Operating Fund, License and Permit, Occupational License, Tag Agency, Taxes/Ad Valorem, and Taxes - Individual Certificates

Lee County, Florida  
 COMBINING STATEMENT OF FIDUCIARY NET POSITION  
 AGENCY FUNDS  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Board of County Commissioners		
	Construction Management	Impact Fees- Fire	Impact Fees- School
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 678	\$ 369	\$ 2,244
Accounts receivable	-	-	-
Due from other governments	-	-	-
Total Assets	678	369	2,244
<b>LIABILITIES</b>			
Contracts and accounts payable	-	-	-
Due to individuals	-	-	20
Due to other governments	-	369	2,224
Bonds and deposits	678	-	-
Total Liabilities	\$ 678	\$ 369	\$ 2,244

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF FIDUCIARY NET POSITION  
 AGENCY FUNDS

As of September 30, 2017  
 (amounts expressed in thousands)

	<u>Board of County Commissioners</u>	<u>Clerk of Circuit Court</u>	<u>Sheriff</u>
	<u>Cash Bond</u>		
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 1,890	\$ 21,198	\$ 91
Accounts receivable	-	-	3
Due from other governments	-	-	-
Total Assets	<u>1,890</u>	<u>21,198</u>	<u>94</u>
<b>LIABILITIES</b>			
Contracts and accounts payable	-	27	32
Due to individuals	-	-	35
Due to other governments	-	3,073	27
Bonds and deposits	1,890	18,098	-
Total Liabilities	<u>\$ 1,890</u>	<u>\$ 21,198</u>	<u>\$ 94</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF FIDUCIARY NET POSITION  
 AGENCY FUNDS  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Tax Collector	Total
<b>ASSETS</b>		
Cash, cash equivalents and investments	\$ 10,596	\$ 37,066
Accounts receivable	5	8
Due from other governments	2,813	2,813
Total Assets	13,414	39,887
<b>LIABILITIES</b>		
Contracts and accounts payable	-	59
Due to individuals	887	942
Due to other governments	12,527	18,220
Bonds and deposits	-	20,666
Total Liabilities	\$ 13,414	\$ 39,887

See accompanying independent auditors' report.

Lee County, Florida  
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
AGENCY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Beginning Balance	Additions	Deletions	Ending Balance
<i>Construction Management</i>				
ASSETS				
Cash, cash equivalents and investments	\$ 672	\$ 6	\$ -	\$ 678
Total assets	<u>672</u>	<u>6</u>	<u>-</u>	<u>678</u>
LIABILITIES				
Bonds and deposits	672	6	-	678
Total liabilities	<u>672</u>	<u>6</u>	<u>-</u>	<u>678</u>
<i>Impact Fees- Fire</i>				
ASSETS				
Cash, cash equivalents and investments	230	979	840	369
Total assets	<u>230</u>	<u>979</u>	<u>840</u>	<u>369</u>
LIABILITIES				
Contracts and accounts payable	-	240	240	-
Due to other governments	230	1,910	1,771	369
Total liabilities	<u>230</u>	<u>2,150</u>	<u>2,011</u>	<u>369</u>
<i>Impact Fees- School</i>				
ASSETS				
Cash, cash equivalents and investments	1,380	7,692	6,828	2,244
Total assets	<u>1,380</u>	<u>7,692</u>	<u>6,828</u>	<u>2,244</u>
LIABILITIES				
Contracts and accounts payable	-	6,719	6,719	-
Due to individuals	30	14	24	20
Due to other governments	1,350	7,601	6,727	2,224
Total liabilities	<u>1,380</u>	<u>14,334</u>	<u>13,470</u>	<u>2,244</u>
<i>Cash Bonds</i>				
ASSETS				
Cash, cash equivalents and investments	1,079	1,189	378	1,890
Total assets	<u>1,079</u>	<u>1,189</u>	<u>378</u>	<u>1,890</u>
LIABILITIES				
Contracts and accounts payable	-	378	378	-
Bonds and deposits	1,079	1,189	378	1,890
Total liabilities	<u>1,079</u>	<u>1,567</u>	<u>756</u>	<u>1,890</u>
<i>Clerk of Circuit Court</i>				
ASSETS				
Cash, cash equivalents and investments	24,062	224,111	226,975	21,198
Receivables (net)	-	9	9	-
Total assets	<u>24,062</u>	<u>224,120</u>	<u>226,984</u>	<u>21,198</u>
LIABILITIES				
Contracts and accounts payable	48	60,321	60,342	27
Due to other governments	5,095	122,588	124,610	3,073
Bonds and deposits	18,919	58,824	59,645	18,098
Total liabilities	<u>24,062</u>	<u>241,733</u>	<u>244,597</u>	<u>21,198</u>

(continued)



Lee County, Florida  
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
AGENCY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Beginning Balance	Additions	Deletions	Ending Balance
<i>Sheriff</i>				
ASSETS				
Cash, cash equivalents and investments	171	3,654	3,734	91
Receivables (net)	3	489	489	3
Total assets	<u>174</u>	<u>4,143</u>	<u>4,223</u>	<u>94</u>
LIABILITIES				
Contracts and accounts payable	37	32	37	32
Due to individuals	100	3,396	3,461	35
Due to other governments	37	27	37	27
Total liabilities	<u>174</u>	<u>3,455</u>	<u>3,535</u>	<u>94</u>
<i>Tax Collector</i>				
ASSETS				
Cash, cash equivalents and investments	12,861	1,135,694	1,137,959	10,596
Receivables (net)	6	61	62	5
Due from other governments	504	3,349	1,040	2,813
Total assets	<u>13,371</u>	<u>1,139,104</u>	<u>1,139,061</u>	<u>13,414</u>
LIABILITIES				
Due to individuals	1,045	62,452	62,610	887
Due to other governments	12,326	1,074,503	1,074,302	12,527
Total liabilities	<u>13,371</u>	<u>1,136,955</u>	<u>1,136,912</u>	<u>13,414</u>
<i>Total</i>				
ASSETS				
Cash, cash equivalents and investments	40,455	1,373,325	1,376,714	37,066
Receivables (net)	9	559	560	8
Due from other governments	504	3,349	1,040	2,813
Total assets	<u>40,968</u>	<u>1,377,233</u>	<u>1,378,314</u>	<u>39,887</u>
LIABILITIES				
Contracts and accounts payable	85	67,690	67,716	59
Due to individuals	1,175	65,862	66,095	942
Due to other governments	19,038	1,206,629	1,207,447	18,220
Bonds and deposits	20,670	60,019	60,023	20,666
Total liabilities	<u>\$ 40,968</u>	<u>\$ 1,400,200</u>	<u>\$ 1,401,281</u>	<u>\$ 39,887</u>

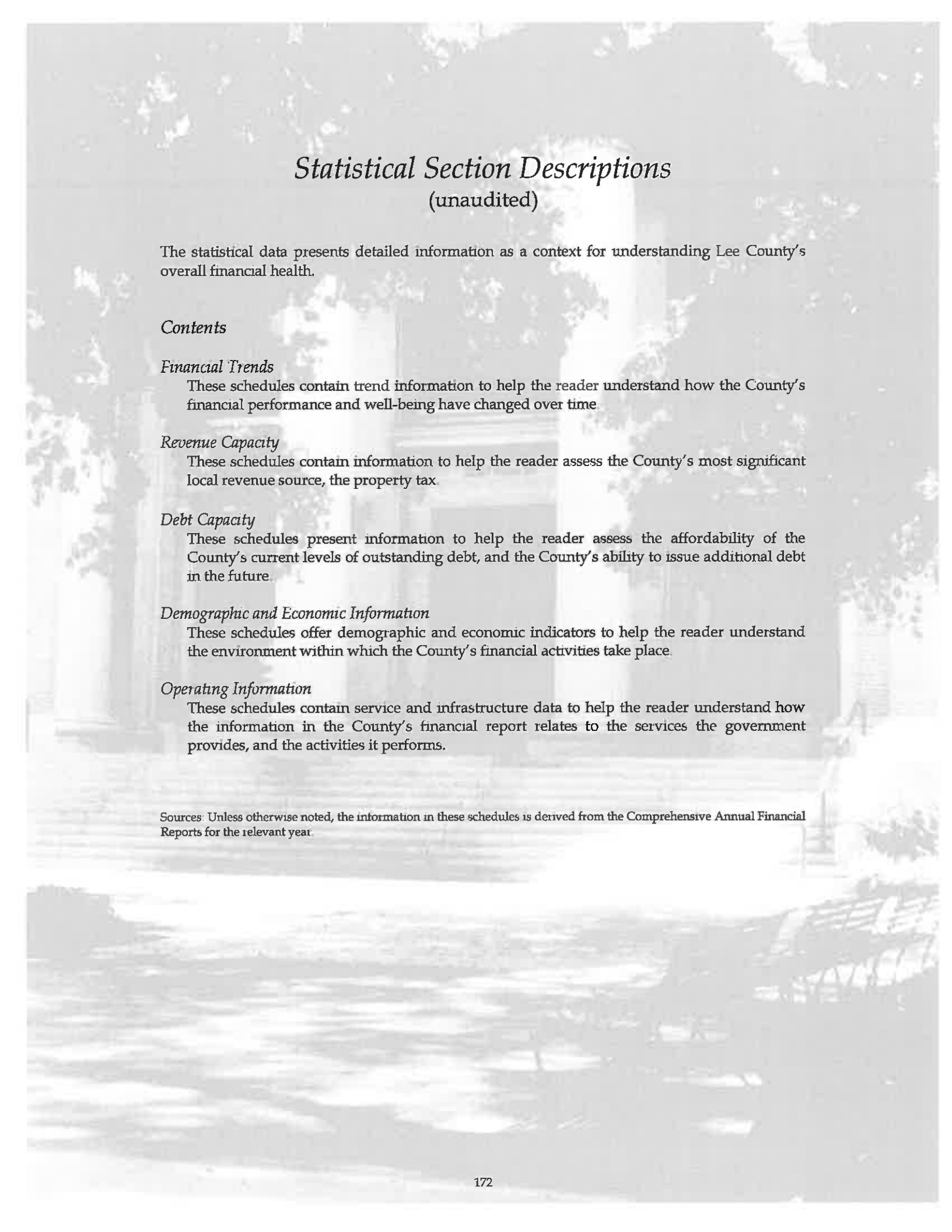
See accompanying independent auditors' report.



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# Statistical Section





## *Statistical Section Descriptions*

(unaudited)

The statistical data presents detailed information as a context for understanding Lee County's overall financial health.

### *Contents*

#### *Financial Trends*

These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

#### *Revenue Capacity*

These schedules contain information to help the reader assess the County's most significant local revenue source, the property tax.

#### *Debt Capacity*

These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt, and the County's ability to issue additional debt in the future.

#### *Demographic and Economic Information*

These schedules offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place.

#### *Operating Information*

These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services the government provides, and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the Comprehensive Annual Financial Reports for the relevant year.

Lee County, Florida  
SCHEDULE 1  
NET POSITION  
Last Ten Fiscal Years  
(dollars in thousands)

	2008	2009	2010	2011	2012	2013*	2014**	2015	2016	2017
<b>Governmental Activities</b>										
Net investment in capital assets	\$ 1,318,137	\$ 1,456,025	\$ 1,547,366	\$ 1,536,885	\$ 1,568,248	\$ 1,568,957	\$ 1,534,250	\$ 1,520,900	\$ 1,516,589	\$ 1,521,927
Restricted for:										
Capital projects	333,179	324,494		74,185	74,621	66,647	75,847	105,692	127,648	152,764
Debt service	20,138	19,849	18,556	15,990	11,239	11,998	12,969	8,012	10,011	10,110
Inventory for resale					2,134	1,853	2,370	2,301	1,562	414
Special revenue funds			22,526	47,615	59,119	61,394	63,580	77,274	80,192	84,934
Unrestricted	527,270	440,397	612,235	429,696	305,959	232,952	205,038	(2,694)	(47,729)	(336,609)
<b>Governmental activities net position</b>	<b>2,198,724</b>	<b>2,240,765</b>	<b>2,200,683</b>	<b>2,104,371</b>	<b>2,021,320</b>	<b>1,943,801</b>	<b>1,894,054</b>	<b>1,711,485</b>	<b>1,688,273</b>	<b>1,433,540</b>
<b>Business-type Activities</b>										
Net investment in capital assets	942,028	971,317	1,010,013	1,038,481	1,041,260	1,061,519	1,073,096	1,097,836	1,123,905	1,162,447
Restricted for:										
Capital projects	65,661	56,336	52,319	49,850	59,051	56,200	51,124	67,931	84,864	98,620
Debt service	40,954	41,207	39,901	61,123	26,155	24,971	30,908	32,265	28,204	33,955
Renewal and replacement	13,849	13,658	13,619	13,573	10,249	8,520	17,481	20,632	24,135	26,120
Unrestricted	258,169	284,602	271,908	245,844	268,066	272,561	304,102	250,618	259,403	187,005
<b>Business-type activities net position</b>	<b>1,320,661</b>	<b>1,367,120</b>	<b>1,387,760</b>	<b>1,408,871</b>	<b>1,404,781</b>	<b>1,423,771</b>	<b>1,476,711</b>	<b>1,469,282</b>	<b>1,520,511</b>	<b>1,508,147</b>
<b>Primary Government</b>										
Net investment in capital assets	2,260,165	2,427,342	2,557,379	2,575,366	2,609,508	2,630,476	2,607,346	2,618,736	2,640,494	2,684,374
Restricted for:										
Capital projects	398,840	380,830	52,319	124,035	133,672	122,847	126,971	173,623	212,512	251,384
Debt service	61,092	61,056	58,457	77,113	37,394	36,969	43,877	40,277	38,215	44,065
Inventory for resale					2,134	1,853	2,370	2,301	1,562	414
Special revenue funds			22,526	47,615	59,119	61,394	63,580	77,274	80,192	84,934
Renewal and replacement	13,849	13,658	13,619	13,573	10,249	8,520	17,481	20,632	24,135	26,120
Unrestricted	785,439	724,999	884,143	675,540	574,025	505,513	509,140	247,924	211,674	(149,604)
<b>Total primary government net position</b>	<b>\$ 3,519,385</b>	<b>\$ 3,607,885</b>	<b>\$ 3,588,443</b>	<b>\$ 3,513,242</b>	<b>\$ 3,426,101</b>	<b>\$ 3,367,572</b>	<b>\$ 3,370,765</b>	<b>\$ 3,180,767</b>	<b>\$ 3,208,784</b>	<b>\$ 2,941,687</b>

Note: Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted.

\* Fiscal year 2013 reflects a cumulative prior period adjustment to remove bond issuance costs from the statement of net position as required by Governmental Accounting Standards Board Statement 65 and to correct amortization from a prior year.

\*\* Fiscal year 2014 reflects a cumulative prior period adjustment for the Clerk's Child Support Enforcement Fund, a non-major special revenue fund, for expenditures omitted in prior years.

Lee County, Florida  
SCHEDULE 2  
CHANGES IN NET POSITION  
Last Ten Fiscal Years  
(dollars in thousands)

	2008	2009	2010	2011	2012 **	2013 **	2014***	2015	2016	2017
<b>Expenses</b>										
<b>Governmental Activities:</b>										
General government	\$ 240,356	\$ 212,095	\$ 217,610	\$ 213,936	\$ 206,427	\$ 207,265	\$ 200,741	\$ 208,748	\$ 228,779	\$ 216,689
Public safety	242,867	235,098	223,936	218,590	202,799	204,534	210,796	209,156	234,012	261,812
Physical environment	14,365	16,033	12,413	13,327	14,665	16,907	21,512	13,919	13,251	13,961
Transportation	56,408	65,132	58,863	60,983	54,600	64,484	57,101	57,719	56,614	66,170
Economic environment	25,769	25,126	35,350	34,722	30,613	24,337	25,048	27,276	28,571	30,898
Human services	24,921	25,200	26,475	26,418	26,796	20,474	20,481	20,273	21,528	22,379
Culture and recreation	71,266	67,102	62,953	61,677	64,689	70,437	71,816	78,393	79,514	81,038
Interest on long-term debt	13,007	12,144	11,380	15,486	14,448	12,557	12,136	11,189	10,494	10,125
Total governmental activities expenses	\$ 688,959	\$ 657,930	\$ 648,980	\$ 645,139	\$ 615,037	\$ 620,995	\$ 619,631	\$ 626,673	\$ 672,763	\$ 703,072
<b>Business-type Activities:</b>										
Airport	108,382	103,472	99,334	99,750	98,489	103,994	105,761	104,830	118,403	118,706
Water and wastewater	96,895	97,406	105,092	109,700	106,981	105,921	105,469	104,153	107,311	112,498
Transit	24,805	23,250	22,806	24,143	23,511	26,932	23,944	27,171	28,713	30,816
Transportation facilities	31,430	28,714	29,147	27,100	25,392	25,816	27,113	24,064	23,191	23,457
Solid waste	75,997	80,101	78,698	79,381	77,123	82,683	79,264	84,378	90,159	96,222
Total business-type activities expenses	\$ 337,509	\$ 332,943	\$ 335,077	\$ 340,074	\$ 331,496	\$ 345,346	\$ 341,551	\$ 344,566	\$ 367,777	\$ 381,699
Total primary government expenses	\$ 1,026,468	\$ 990,873	\$ 984,057	\$ 985,213	\$ 946,533	\$ 966,341	\$ 961,182	\$ 971,239	\$ 1,040,540	\$ 1,084,771
<b>Program Revenues</b>										
<b>Governmental Activities:</b>										
Charges for services:										
General government	\$ 75,516	\$ 69,995	\$ 55,861	\$ 53,791	\$ 53,738	\$ 59,365	\$ 65,673	\$ 68,019	\$ 73,047	\$ 70,823
Public safety	41,546	41,255	42,074	40,648	34,843	38,992	39,925	41,707	43,416	41,992
Physical environment	2,270	2,125	1,984	1,873	1,783	2,004	2,184	2,134	2,039	2,088
Transportation	1,393	1,223	971	951	1,178	939	920	905	1,024	1,225
Economic environment		3	1,578	3,165	2,025	795	592	550	440	495
Human services	2,976	2,805	2,501	2,391	2,403	2,579	2,099	2,236	2,542	2,643
Culture and recreation	4,430	4,381	4,573	6,158	5,396	5,882	6,396	6,626	6,276	6,343
Operating grants and contributions	31,593	35,215	58,707	47,811	50,227	43,615	32,799	35,056	35,317	35,515
Capital grants and contributions	12,711	10,342	13,761	10,538	10,898	10,943	3,327	6,537	13,870	16,327
Governmental activities program revenues	\$ 172,435	\$ 167,344	\$ 182,010	\$ 167,326	\$ 162,491	\$ 165,114	\$ 153,915	\$ 163,770	\$ 177,971	\$ 177,451
<b>Business-type Activities:</b>										
Charges for services:										
Airport	101,974	98,570	98,090	99,360	98,989	104,009	107,250	109,705	111,544	115,401
Water and wastewater	89,495	85,707	85,121	84,736	90,991	97,760	102,740	106,787	108,084	112,021
Transit	3,100	3,340	3,201	3,290	3,690	3,846	3,703	4,000	4,052	4,015
Transportation facilities	38,097	37,160	36,630	36,665	37,448	38,725	41,179	43,083	44,792	44,365
Solid waste	84,399	85,281	86,932	84,972	76,964	70,094	73,264	72,407	76,078	81,541
Operating grants and contributions	7,347	5,749	8,405	5,198	5,582	5,637	6,381	6,493	8,012	6,876
Capital grants and contributions	70,330	46,122	22,045	32,183	17,076	42,245	47,612	40,757	57,482	55,114
Business-type activities program revenues	\$ 394,742	\$ 361,929	\$ 340,424	\$ 346,404	\$ 330,740	\$ 362,336	\$ 382,129	\$ 383,232	\$ 409,994	\$ 419,333
Total primary government program revenues	\$ 567,177	\$ 529,273	\$ 522,434	\$ 513,730	\$ 493,231	\$ 527,450	\$ 536,044	\$ 547,002	\$ 587,965	\$ 596,784

(continued)

Lee County, Florida  
SCHEDULE 2  
CHANGES IN NET POSITION  
Last Ten Fiscal Years  
(dollars in thousands)

	2008	2009	2010	2011	2012 **	2013 **	2014 **	2015	2016	2017
Net (Expense) Revenue*	\$ (516,524)	\$ (490,586)	\$ (466,970)	\$ (477,813)	\$ (452,546)	\$ (455,881)	\$ (465,716)	\$ (462,903)	\$ (494,792)	\$ (525,621)
Governmental Activities	57,233	28,966	5,347	6,330	(756)	16,990	40,578	38,666	42,217	37,634
Business-type Activities	\$ (459,291)	\$ (461,600)	\$ (463,623)	\$ (471,483)	\$ (453,302)	\$ (438,891)	\$ (425,138)	\$ (424,237)	\$ (452,575)	\$ (487,987)
Total primary government net expense										
General Revenues and Other Changes in Net Position	\$ 463,880	\$ 400,300	\$ 309,068	\$ 265,028	\$ 255,944	\$ 254,662	\$ 274,203	\$ 292,170	\$ 308,241	\$ 328,696
Governmental Activities:										
Taxes										
Property taxes	18,260	17,775	17,232	17,032	17,116	17,992	18,616	20,157	20,404	20,860
Gas taxes	23,768	21,880	22,756	23,981	26,672	28,535	33,197	37,560	39,638	39,651
Tourist taxes	10,946	10,885	10,134	9,818	9,561	9,559	9,606	9,268	8,705	9,470
Communication taxes	9,161	9,293	8,407	8,398	8,013	8,355	16,330	19,476	17,369	17,209
Franchise fees										888
Local Business taxes										
Impact fees	14,769	7,003	3,127	1,892						
Unrestricted grants and contributions	59,471	44,666	44,151	46,196	49,484	52,668	57,258	61,140	63,286	65,326
Investment earnings	37,376	14,813	7,112	3,670	2,729	1,826	866	2,860	4,728	6,109
Miscellaneous	24,171	15,592	13,487	13,866	8,744	12,965	16,443	13,698	10,292	9,163
Transfers	(8,197)	(9,580)	(8,586)	(8,380)	(8,768)	(6,045)	(8,396)	12,323	(1,083)	(139)
Total governmental activities general revenues and transfers	653,605	592,627	426,888	381,501	369,495	380,517	418,123	468,652	471,580	497,233
Business-type Activities:										
Property taxes	2,036	1,524	2,123	1,739	1,077	561	568	584	1,257	1,864
Franchise fees	2,221	1,586	1,580	1,604	1,701	1,677	1,654	1,778	1,984	2,464
Investment earnings	12,452	3,919	2,214	1,344	1,180	1,034	605	1,580	3,129	5,210
Miscellaneous	2,023	864	790	1,714	886	1,300	1,139	1,762	1,559	1,921
Special item-loss on discontinued project					(16,946)					
Transfers	8,197	9,580	8,586	8,380	8,768	6,045	8,396	(12,323)	1,083	139
Total business-type activities general revenues, special item, and transfers	26,929	17,473	15,293	14,781	(3,334)	10,617	12,362	(6,619)	9,012	11,598
Total primary government general revenues, special item, and transfers	\$ 680,534	\$ 550,100	\$ 442,181	\$ 396,282	\$ 366,161	\$ 391,134	\$ 430,485	\$ 462,033	\$ 480,592	\$ 508,831
Change in Net Position	\$ 137,081	\$ 42,041	\$ (40,082)	\$ (96,312)	\$ (83,051)	\$ (75,364)	\$ (47,593)	\$ 5,749	\$ (23,212)	\$ (28,388)
Governmental Activities	84,162	46,459	20,640	21,111	(4,090)	27,607	52,940	32,047	51,229	49,232
Business-type activities	\$ 221,243	\$ 88,500	\$ (19,442)	\$ (75,201)	\$ (87,141)	\$ (47,787)	\$ 5,347	\$ 37,796	\$ 26,017	\$ 20,844
Total primary government										

\* Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program-specific grants versus its reliance upon funding from taxes and other general revenues. Numbers in parentheses indicate that expenses were greater than program revenues and therefore general revenues were needed to finance that function or program. Numbers without parentheses mean that program revenues were more than sufficient to cover expenses.

\*\* Impact fees were re-categorized in fiscal years 2012 and 2013 to Capital Grants and Contributions. Additionally, fiscal year 2013 reflects a cumulative prior period adjustment to remove bond issuance costs from the statement of net position as required by Governmental Accounting Standards Board Statement 65 and to correct amortization from a prior year.

\*\*\* Fiscal year 2014 reflects a cumulative prior period adjustment for the Clerk's Child Support Enforcement Fund, a non-major special revenue fund, for expenditures omitted in prior years.

Lee County, Florida  
SCHEDULE 3

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

(amounts expressed in thousands)

	2008	2009	2010*	2011	2012	2013	2014	2015	2016	2017
General Fund										
Reserved:										
Advances	\$ 25,947	\$ 18,251								
Inventory	544	468								
Unreserved, designated for:										
Next fiscal year's expenditures	20,653	14,870								
Unfunded other postemployment benefits										
Roads revolving loan program	25,000	25,000								
Road construction grant	1,088	9,821								
Unfunded mandates	3,000	1,700								
Economic incentives		805								
Economic development	25,000	23,350								
Fort Myers Beach transportation loan										
SWFAS commitment										
Community Corrections Facility	10,000	10,000								
Unreserved, undesignated	163,804	173,933								
Nonspendable			\$ 23,948	\$ 26,244	\$ 14,393	\$ 429	\$ 409	\$ 330	\$ 292	\$ 321
Restricted					2,134	1,853	2,370	2,301	1,562	414
Committed			8,380		10	10	6	6	6	6
Assigned			26,102	17,945	49,261	14,900	12,565	8,370	7,069	5,309
Unassigned			191,112	158,320	81,668	94,308	108,428	126,889	123,980	115,198
<b>Total General Fund</b>	<b>\$ 275,036</b>	<b>\$ 278,198</b>	<b>\$ 249,542</b>	<b>\$ 202,509</b>	<b>\$ 147,466</b>	<b>\$ 111,500</b>	<b>\$ 123,778</b>	<b>\$ 137,896</b>	<b>\$ 132,909</b>	<b>\$ 121,248</b>

All Other Governmental Funds

Reserved:										
Advances	\$ 139	\$ 80,909								
Inventory	1,855	2,647								
Debt service	26,160	25,433								
Unreserved, designated for:										
Next fiscal year's expenditures	274,702	223,136								
Unfunded other postemployment benefits										
Conservation 2020										
Bequests	1,418	1,156								
Hurricane contingency										
Debt service	5,088	1,521								
Unreserved, undesignated, reported in:										
Special revenue funds	235,502	56,871								
Capital projects funds	79,663	101,383								
Nonspendable			\$ 76,176	\$ 9,531	\$ 11,368	\$ 2,385	\$ 2,936	\$ 2,652	\$ 2,532	\$ 2,654
Restricted			63,101	176,483	159,671	183,519	160,719	196,943	223,656	254,943
Committed			362,017	257,306	224,909	211,770	201,066	197,322	210,498	211,145
Assigned			196	4,703	2,928	3,209	3,300	3,487	4,161	2,319
Unassigned			(75,169)	(16,313)	(22,160)	(11)				(1,298)
<b>Total All Other Governmental Funds</b>	<b>\$ 624,477</b>	<b>\$ 493,056</b>	<b>\$ 426,321</b>	<b>\$ 431,710</b>	<b>\$ 376,716</b>	<b>\$ 400,872</b>	<b>\$ 368,021</b>	<b>\$ 399,804</b>	<b>\$ 440,847</b>	<b>\$ 469,763</b>

\* Fiscal year 2010 fund balance classifications have been revised due to the implementation of the Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.



Lee County, Florida  
SCHEDULE 4  
CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
Last Ten Fiscal Years  
(amounts expressed in thousands)

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>Revenues</b>										
Taxes	\$ 526,015	\$ 460,133	\$ 367,597	\$ 324,257	\$ 317,463	\$ 319,103	\$ 351,952	\$ 378,631	\$ 394,357	\$ 416,774
Licenses and permits	5,415	4,257	6,086	6,288	6,497	7,822	9,271	11,148	9,233	9,295
Intergovernmental	90,618	87,950	108,713	102,901	103,056	97,298	89,852	95,530	101,013	102,020
Charges for services	92,123	87,878	75,560	74,490	66,328	74,847	79,844	81,194	88,982	84,535
Fines and forfeitures	2,073	1,393	1,404	1,087	1,311	1,374	1,561	1,529	1,545	1,373
Impact fees	14,769	7,003	3,123	1,892	3,446	2,587	2,743	3,759	5,262	6,455
Special assessments	2,024	1,515	2,015	1,493	1,447	1,651	1,360	2,261	1,241	1,174
Miscellaneous	59,019	34,034	21,261	16,517	11,394	14,135	15,985	16,531	14,199	16,437
<b>Total revenues</b>	<b>792,056</b>	<b>684,163</b>	<b>585,709</b>	<b>528,925</b>	<b>510,942</b>	<b>518,817</b>	<b>552,568</b>	<b>590,583</b>	<b>615,832</b>	<b>638,063</b>
<b>Expenditures</b>										
<b>Current</b>										
General government	161,143	181,728	143,296	136,124	132,248	132,932	130,328	137,077	143,421	148,668
Public safety	236,717	228,742	214,989	210,923	195,541	193,533	199,492	205,645	218,168	233,305
Physical environment	13,698	15,351	11,745	12,649	13,968	14,321	18,913	12,184	10,770	10,858
Transportation	44,826	51,459	41,804	35,354	33,800	34,509	32,644	33,609	33,938	35,953
Economic environment	25,629	25,190	35,194	33,770	30,539	24,433	25,095	26,619	27,672	30,432
Human services	24,382	24,804	26,144	26,193	26,690	20,355	20,144	20,052	21,055	21,200
Culture and recreation	65,381	60,737	55,317	53,817	55,032	56,050	59,350	64,098	63,220	63,539
Capital outlay	199,458	182,787	130,446	108,952	87,692	60,314	55,748	31,064	41,222	47,375
Debt service										
Principal retirement	24,008	20,283	19,365	25,581	17,702	15,432	9,741	15,766	10,823	19,680
Interest and fiscal charges	14,770	11,693	10,827	12,805	19,852	20,037	13,068	13,223	11,573	11,822
Bond issuance costs	-	-	297	548	-	774	49	364	-	-
<b>Total expenditures</b>	<b>810,012</b>	<b>802,774</b>	<b>689,424</b>	<b>656,716</b>	<b>613,064</b>	<b>572,690</b>	<b>564,572</b>	<b>559,701</b>	<b>581,862</b>	<b>622,832</b>
<b>Excess (deficiencies) of revenues over (under) expenditures</b>	<b>(17,956)</b>	<b>(118,611)</b>	<b>(103,715)</b>	<b>(127,791)</b>	<b>(102,122)</b>	<b>(53,873)</b>	<b>(12,004)</b>	<b>30,882</b>	<b>33,970</b>	<b>15,231</b>
<b>Other Financing Sources (Uses)</b>										
Transfers in	136,352	297,958	131,163	244,570	112,730	221,138	90,650	165,590	113,737	158,782
Transfers out	(146,090)	(308,062)	(141,638)	(239,126)	(121,486)	(221,171)	(99,030)	(153,267)	(116,820)	(156,758)
Capital lease proceeds	-	-	-	-	-	-	-	383	5,169	-
Bond premium	-	-	-	55	-	-	-	8,399	-	-
Proceeds from long-term debt	3,203	456	18,798	88,218	841	134,399	14,483	50,625	-	1,284
Payments to refunding escrow agent	-	-	-	(7,570)	-	(92,303)	(12,518)	(56,711)	-	(1,284)
<b>Total other financing sources (uses)</b>	<b>(6,535)</b>	<b>(9,648)</b>	<b>8,323</b>	<b>86,147</b>	<b>(7,915)</b>	<b>42,063</b>	<b>(6,415)</b>	<b>15,019</b>	<b>2,086</b>	<b>2,024</b>
<b>Net change in fund balances</b>	<b>\$ (24,491)</b>	<b>\$ (128,259)</b>	<b>\$ (95,392)</b>	<b>\$ (41,644)</b>	<b>\$ (110,037)</b>	<b>\$ (11,810)</b>	<b>\$ (18,419)</b>	<b>\$ 45,901</b>	<b>\$ 36,056</b>	<b>\$ 17,255</b>
Debt service as a percentage of noncapital expenditures <sup>1</sup>	6.4%	5.2%	5.4%	7.0%	7.1%	6.9%	4.5%	5.5%	4.1%	5.5%

<sup>1</sup> Total debt service for this calculation excludes bond issuance cost.

Lee County, Florida  
 SCHEDULE 5  
 ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY  
 Last Ten Fiscal Years  
 (dollars in thousands)

Fiscal Year	Real Property			Less:			Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value <sup>1</sup>
	Residential Property	Commercial Property	Other	Personal Property	Real Property	Tax Exempt				
2008	\$ 78,264,100	\$ 12,649,523	\$ 1,212,764	\$ 4,122,676	\$ 28,724,259	\$ 67,524,804	5.4389	\$ 125,483,375	76.70%	
2009	66,592,240	12,757,889	1,250,737	3,927,562	25,496,141	59,032,287	5.3441	110,753,036	76.32%	
2010	50,045,073	10,106,431	750,756	4,022,513	16,818,192	48,106,581	5.3441	82,498,303	78.70%	
2011	42,639,954	8,531,480	541,038	3,808,042	13,836,043	41,684,471	5.3980	70,138,366	79.16%	
2012	41,682,601	7,543,635	588,774	3,450,443	14,089,660	39,175,793	5.4138	68,116,399	78.20%	
2013	41,893,823	7,314,283	545,034	3,147,142	14,947,717	37,952,565	5.4138	68,644,339	77.06%	
2014	43,666,928	7,270,866	534,599	3,147,804	17,060,361	37,559,836	5.6553	72,497,286	75.34%	
2015	46,907,208	7,805,176	642,067	3,103,287	20,663,672	37,794,066	5.6553	75,876,824	77.04%	
2016	51,150,460	7,689,622	679,027	3,125,423	23,821,441	38,823,091	5.6553	83,340,551	75.17%	
2017	55,534,938	8,336,070	662,497	3,353,902	28,254,649	39,632,758	5.5553	96,920,144	70.04%	

Source: Lee County Property Appraiser

<sup>1</sup> Includes tax-exempt property

Lee County, Florida  
SCHEDULE 6

PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS  
(PER \$1,000 OF ASSESSED VALUE)  
Last Ten Fiscal Years

Fiscal Year	Direct Rates					Overlapping Rates									
	General	Library	Hazards	All	Total Direct Rate	Special Districts <sup>1</sup>	School Board	Cape Coral <sup>2</sup>	City of Sanibel <sup>2</sup>	City of Fort Myers	City of Myers Beach	Town of Fort Myers	Town of Bonita Springs	Village of Estero <sup>3</sup>	Other Special Districts <sup>4</sup>
2008	4.9904	0.3792	0.0693	0.0693	5.4389	0.8484	6.9600	4.8325	2.3433	6.2560	0.6053	0.7244	0.8273	0.8273	.0245 - 3.0000
2009	4.9904	0.2844	0.0693	0.0693	5.3441	0.8484	6.8680	4.8325	2.5760	7.1634	0.7093	0.8273	0.8273	0.8273	.0245 - 3.4500
2010	4.9904	0.2844	0.0693	0.0693	5.3441	0.9043	7.5080	7.9702	2.6150	7.4000	0.8187	0.8273	0.8273	0.8273	.0152 - 3.5000
2011	4.9904	0.3383	0.0693	0.0693	5.3980	0.9332	8.0150	7.9702	2.5908	8.4000	0.9144	0.8273	0.8273	0.8273	.0310 - 3.5000
2012	4.9904	0.3541	0.0693	0.0693	5.4138	0.7281	7.5840	7.9570	2.5570	8.7760	0.7687	0.8173	0.8173	0.8173	.0088 - 4.7000
2013	4.9904	0.3541	0.0693	0.0693	5.4138	0.7281	7.5840	7.9570	2.5570	8.7760	0.7687	0.8173	0.8173	0.8173	.0088 - 4.7000
2014	4.9904	0.5956	0.0693	0.0693	5.6553	0.5908	7.5980	7.7070	2.5307	8.7760	0.7530	0.8173	0.8173	0.8173	.0076 - 4.5000
2015	4.9904	0.5956	0.0693	0.0693	5.6553	0.6910	7.4160	7.7070	2.4145	8.7760	0.7530	0.8173	0.8173	0.8173	.0585 - 4.5000
2016	4.9904	0.5956	0.0693	0.0693	5.6553	0.6605	7.2850	6.9570	2.3105	8.7760	0.8000	0.8173	0.8173	0.8173	.0549 - 4.0000
2017	4.8904	0.5956	0.0693	0.0693	5.5553	0.6361	6.9890	6.7500	2.3013	8.7500	0.8000	0.8173	0.8173	0.8173	.0650 - 4.0000

Source: Lee County Property Appraiser

<sup>1</sup> Includes South Florida Water Management, Hyacinth Control, Mosquito Control and West Coast Inland Waterway.

<sup>2</sup> Millages include levies for operating and debt service costs.

<sup>3</sup> The Village of Estero was incorporated in December 2014. Their first property tax assessment was in 2016.

<sup>4</sup> Includes fire protection districts and lighting and improvement districts located throughout the unincorporated sections of Lee County.

Lee County, Florida  
 SCHEDULE 7  
 PRINCIPAL PROPERTY TAXPAYERS  
 Current Year and Nine Years Ago  
 (dollars in thousands)

Taxpayer	2017			2008		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Coconut Point Developers LLC	\$ 181,767	1	0.281%	\$ 145,878	1	0.158%
Christian & Missionary Alliance, Inc.	108,925	2	0.169%	138,650	2	0.150%
GCTC Holdings LLC	108,398	3	0.168%	89,941	7	0.097%
Miomar Outlet West LLC	105,220	4	0.163%			
Edison Mall LLC	89,857	5	0.139%	93,822	6	0.102%
Bell Tower Shops LLC	68,425	6	0.106%			
Hertz Corporation	66,300	7	0.103%			
International Capital Investments	58,207	8	0.090%			
Wal-Mart Stores East LP	55,681	9	0.086%			
Del Tura	52,915	10	0.082%			
Ginn La Naples LTD				132,321	3	0.143%
Centex Homes				129,915	4	0.141%
Bay Colony Gateway, Inc.				118,124	5	0.128%
Thieman Enterprises LLC				87,501	8	0.095%
Beach Road Development LP				85,423	9	0.093%
K Hovnanian First Homes LLC				74,044	10	0.080%
<b>Total</b>	<b>\$ 895,695</b>		<b>1.387%</b>	<b>\$ 1,095,619</b>		<b>1.187%</b>

Source: Lee County Property Appraiser

Lee County, Florida  
 SCHEDULE 8  
 PROPERTY TAX LEVIES AND COLLECTIONS  
 Last Ten Fiscal Years  
 (dollars in thousands)

Fiscal Year Ended September 30,	Tax Year	Taxes Levied for the Fiscal Year <sup>1</sup>	Collected within the		Collections in Subsequent Years	Total Collections to Date	
			Fiscal Year of the Levy	Percentage of Levy		Amount	Percentage of Levy
			Amount <sup>2</sup>			Amount	
2008	2007	\$ 478,895	\$ 458,933	95.83%	\$ 1,317	\$ 460,250	96.11%
2009	2008	413,173	394,828	95.56%	1,781	396,609	95.99%
2010	2009	316,752	302,267	95.43%	1,111	303,378	95.78%
2011	2010	274,268	260,862	95.11%	742	261,604	95.38%
2012	2011	262,901	251,665	95.73%	585	252,250	95.95%
2013	2012	260,982	250,828	96.11%	237	251,065	96.20%
2014	2013	280,806	270,156	96.21%	139	270,295	96.26%
2015	2014	299,665	288,114	96.15%	66	288,180	96.17%
2016	2015	316,672	304,630	96.20%	(88)	304,543	96.17%
2017	2016	336,533	323,892	96.24%	-	323,892	96.24%

Source: Lee County Tax Collector

Notes: <sup>1</sup> These tax levies are for funds for County purposes, excluding School Board, municipalities, and other independent special districts.

<sup>2</sup> Property taxes become due and payable on November 1 of each year and are delinquent on April 1 of the following year. A four percent discount is allowed if the taxes are paid in November, with the discount declining by one percent each month thereafter. Accordingly, taxes collected will not equal 100 percent of the tax levy. Tax certificates for the full amount of any unpaid taxes and assessments must be sold no later than June 1 of the following year.

Lee County, Florida  
SCHEDULE 9  
RATIO OF OUTSTANDING DEBT BY TYPE  
Last Ten Fiscal Years  
(dollars in thousands)

Fiscal Year	General Bonded Debt						Other Governmental Activities Debt				
	Capital Revenue Bonds <sup>1</sup>	Gas Tax Bonds	Tourist Development Tax Bonds	Certificates of Participation	Non Advalorem	Total	Percentage of Estimated Actual Taxable Property Value <sup>2</sup>	Per Capita <sup>3</sup>	Commercial Paper	Notes	Capital Leases
2008	\$ 213,328	\$ 30,950	\$ 5,978	\$ 6,125	\$ -	\$ 256,381	0.20%	0.41	\$ 640	\$ 4,846	\$ -
2009	201,368	25,412	5,411	5,020	-	237,211	0.21%	0.39	-	4,699	-
2010	188,848	20,747	4,825	3,855	-	218,275	0.26%	0.35	-	22,917	-
2011	168,172	19,211	85,431	2,635	-	275,449	0.39%	0.44	-	20,710	-
2012	161,424	17,621	84,655	1,350	-	265,050	0.39%	0.42	-	14,076	-
2013	65,145	15,642	125,731	-	55,632	262,150	0.38%	0.41	-	42,065	-
2014	62,473	1,765	124,903	-	51,876	241,017	0.33%	0.37	-	54,758	-
2015	4,697	-	123,989	-	104,609	233,295	0.31%	0.35	-	49,506	1,225
2016	2,390	-	122,967	-	99,158	224,515	0.27%	0.33	-	46,064	5,885
2017	-	-	121,823	-	91,875	213,698	0.22%	0.31	-	36,091	5,164

Business-Type Activities Debt

Fiscal Year	Port Authority				Solid Waste Revenue Bonds		Transportation Facilities Revenue Bonds		Water and Wastewater Revenue Bonds		Total Primary Government <sup>4</sup>	Percentage of Personal Income <sup>3</sup>	Per Capita <sup>3</sup>
	Revenue Bonds	Authority Bonds	Revenue Bonds	Authority Bonds	Revenue Bonds	Authority Bonds	Revenue Bonds	Authority Bonds	Revenue Bonds	Authority Bonds			
2008	\$ 375,548	\$ 178,416	\$ 186,518	\$ 172,442	\$ 31,878	\$ 36,823	\$ -	\$ 1,243,492	4.76%	1.99			
2009	367,457	165,099	180,769	168,008	20,500	47,918	-	1,191,661	4.83%	1.94			
2010	352,077	151,051	174,709	163,359	-	58,825	-	1,141,213	4.74%	1.83			
2011	324,625	136,231	168,281	158,811	-	82,121	-	1,166,228	4.32%	1.87			
2012	317,352	86,552	131,400	153,747	-	104,934	-	1,073,111	3.93%	1.70			
2013	319,686	86,379	134,254	207,878	-	92,600	-	1,145,012	4.05%	1.79			
2014	310,772	86,251	129,907	203,100	-	83,913	-	1,109,718	4.00%	1.72			
2015	300,598	81,393	123,632	195,813	-	64,419	298	1,050,179	3.59%	1.58			
2016	290,836	76,994	118,159	187,482	-	54,633	2,022	1,006,590	3.22%	1.48			
2017	280,656	75,358	112,439	178,850	-	61,956	1,513	965,725	2.92%	1.38			

Note - Details regarding the County's outstanding debt can be found in the notes to the financial statements.

<sup>1</sup> Excludes accreted interest for fiscal years through 2012. For fiscal year 2012 the accreted interest was \$5,940,000.

<sup>2</sup> See Schedule 5 for property value data.

<sup>3</sup> See Schedule 11 for personal income and population data for 2008 through 2017. These ratios are calculated using personal income and population for the prior calendar year.

<sup>4</sup> Includes general bonded debt, other governmental activities debt, and business-type activities debt.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
SCHEDULE 10  
PLEDGED REVENUE BOND COVERAGE  
Last Ten Fiscal Years  
(dollars in thousands)

Fiscal Year	Passenger Facility Charge Revenue Bonds						Port Authority Line of Credit									
	Passenger Facility Charge Revenues			Less: Operating Expenses <sup>1</sup>			Net Available Revenues			Less: Operating Expenses <sup>1</sup>			Net Available Revenues			
	Revenues	Principal	Interest	Revenues	Principal	Interest	Revenues	Principal	Interest	Revenues	Principal	Interest	Revenues	Principal	Interest	Coverage
2008	\$ 15,478	\$ 2,285	\$ 1,727	n/a	\$ 15,478	\$ 2,285	\$ 1,727	\$ 8,904	\$ 8,678	\$ 226	\$ 295	\$ 164	\$ 8,904	\$ 8,678	\$ 226	0.49
2009	14,942	2,390	1,618	n/a	14,942	2,390	1,618	6,485	6,325	160	305	71	6,485	6,325	160	0.43
2010	15,156	10,060 <sup>5</sup>	1,603	n/a	15,156	10,060	1,603	7,070	6,732	338	325	43	7,070	6,732	338	0.92
2011	15,581	2,620 <sup>6</sup>	1,000	n/a	15,581	2,620	1,000	7,851	7,786	65	340	39	7,851	7,786	65	0.17
2012	14,775	3,060	303	n/a	14,775	3,060	303	8,831	8,508	323	355	36	8,831	8,508	323	0.83
2013	15,197	3,120	245	n/a	15,197	3,120	245	9,176	9,331	(155)	375	32	9,176	9,331	(155)	-0.38
2014	15,771	3,180	185	n/a	15,771	3,180	185	9,262	9,721	(459)	395	27	9,262	9,721	(459)	-1.09
2015	16,251	6,540 <sup>7</sup>	21	n/a	16,251	6,540	21	11,605 <sup>9</sup>	8,875	2,730	3,042	4	11,605	8,875	2,730	0.90
2016	-	-	-	n/a	-	-	-	-	-	-	-	-	-	-	-	0.00
2017	-	-	-	n/a	-	-	-	-	-	-	-	-	-	-	-	0.00

Fiscal Year	Port Authority Revenue Bonds						Solid Waste System Revenue Bonds									
	Airport Revenues <sup>3</sup>			Less: Operating Expenses <sup>2</sup>			Net Available Revenues			Less: Operating Expenses <sup>1</sup>			Net Available Revenues			
	Revenues	Principal	Interest	Revenues	Principal	Interest	Revenues	Principal	Interest	Revenues	Principal	Interest	Revenues	Principal	Interest	Coverage
2008	\$ 88,587	\$ 5,855	\$ 19,972	\$ 54,941	\$ 33,646	\$ 19,972	\$ 89,490	\$ 54,022	\$ 35,468	\$ 12,620	\$ 9,521	\$ 87,919	\$ 56,530	\$ 31,389	\$ 13,590	1.40
2009	84,763	6,125	19,611	52,175	32,988	19,611	87,919	56,530	31,389	13,590	8,846	87,919	56,530	31,389	13,590	1.40
2010	85,260	6,350	21,217	49,952	35,308	21,217	89,713	57,273	32,440	14,285	8,129	89,713	57,273	32,440	14,285	1.45
2011	84,578	49,921	17,146	49,921	34,657	17,146	119,737	57,371	62,366	49,385	7,549	119,737	57,371	62,366	49,385	1.10
2012	81,934	49,372	17,895	49,372	32,562	17,895	77,675	58,358	19,317	95	4,292	77,675	58,358	19,317	95	4.40
2013	86,659	51,623	16,459	51,623	35,036	16,459	70,409	62,541	7,868	100	4,288	70,409	62,541	7,868	100	1.79
2014	89,182	54,877	16,039	54,877	34,305	16,039	73,311	62,013	11,298	4,830	4,284	73,311	62,013	11,298	4,830	1.24
2015	92,247	55,872	15,552	55,872	36,375	15,552	76,369	67,243	9,126	5,080	4,046	76,369	67,243	9,126	5,080	1.00
2016	94,214	59,144	14,939	59,144	35,070	14,939	79,957	69,042	10,915	-	1,896 <sup>9</sup>	79,957	69,042	10,915	-	5.76
2017	97,948	61,666	14,456	61,666	36,282	14,456	86,894	73,721	13,173	5,235	3,300	86,894	73,721	13,173	5,235	1.54

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements.

<sup>1</sup> As defined by bond resolutions - Generally, current operating expense which does not include interest expense, depreciation or amortization expense.

<sup>2</sup> As defined by bond resolutions - Generally, current operating expense of Southwest Florida International Airport which includes arbitrage rebate liability and does not include interest expense, depreciation, unpaid other postemployment benefits expense or rebates.

<sup>3</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of Southwest Florida International Airport with the exception of passenger facility charges and grants but including surplus passenger facility charges per Federal Aviation Administration approvals.

<sup>4</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of the Waste - to - Energy Facility, the landfill, and the collection services.

<sup>5</sup> Additional principal payment of \$7,555,000 was made in 2010 with a transfer from the PFC capital fund. The coverage before the additional payment is 3.69.

<sup>6</sup> Scheduled debt service payments. Due to refunding, no principal was paid down during the year.

<sup>7</sup> Additional principal payment of \$3,300,000 was made in 2015 with a transfer from the PFC capital fund to payoff the loan. The coverage without the payoff would have been 4.85.

<sup>8</sup> Additional principal payment of \$2,627,000 was made with a transfer from the Airport discretionary fund to payoff the loan in November 2014. The amount in the Revenues column includes the transferred amount.

<sup>9</sup> Debt service only includes the April 2016 interest payment as the Solid Waste System Revenue Bonds, Series 2006A were refunded before September 30, 2016 and no longer outstanding under the bond resolutions. No debt service was due for fiscal year 2016 on the Solid Waste System Revenue Refunding Bonds, Series 2016.

Lee County, Florida  
SCHEDULE 10  
PLEDGED REVENUE BOND COVERAGE  
Last Ten Fiscal Years  
(dollars in thousands)

Fiscal Year	Water and Wastewater Revenue Bonds					Transportation Facilities Revenue Bonds				
	Water and Wastewater Revenues <sup>1</sup>	Less: Operating Expenses <sup>2,3</sup>	Net Available Revenues		Coverage	Transportation Facilities Revenues <sup>3</sup>	Less: Operating Expenses <sup>4,5</sup>	Net Available Revenue		Coverage
			Principal	Interest				Principal	Interest	
2008	\$ 95,382	\$ 56,882	\$ 38,500	\$ 4,805	2.90	\$ 39,395	\$ 11,864	\$ 27,531	\$ 6,815	1.70
2009	88,089	57,085	31,004	4,960	2.34	37,856	10,158	27,698	6,395	1.78
2010	86,397	55,572	30,825	5,130	2.33	37,013	10,291	26,722	6,610	1.72
2011	86,649	58,912	27,737	5,310	2.10	37,006	9,863	27,143	6,890	1.75
2012	91,967	55,406	36,561	5,510	2.86	37,817	9,426	28,391	7,710	1.82
2013	98,054	55,286	42,768	7,603	2.76	39,162	9,698	29,464	8,145	1.96
2014	102,895	55,567	47,328	3,890	4.14	41,966	10,158	31,808	9,080	2.02
2015	107,443	52,634 <sup>4</sup>	54,809	6,190	3.64	44,113	8,906 <sup>4</sup>	35,207	9,325	2.29
2016	109,165	54,777 <sup>4</sup>	54,388	7,195	3.44	46,008	8,910 <sup>4</sup>	37,098	8,980	2.61
2017	113,467	55,591 <sup>4</sup>	57,876	7,465	3.67	45,742	9,376 <sup>4</sup>	36,366	9,295	2.53

Florida Department of Environmental Protection Loans

Fiscal Year	Florida Department of Environmental Protection Loans				
	Water and Wastewater Revenues <sup>1</sup>	Less: Operating Expenses <sup>2,5</sup>	Net Available Revenues		Coverage
			Principal	Interest	
2008	\$ 95,382	\$ 56,882	\$ 38,500	\$ 1,391	20.65
2009	88,089	57,085	31,004	1,805	12.13
2010	86,397	55,572	30,825	1,838	12.06
2011	86,649	58,912	27,737	2,114	9.60
2012	91,967	55,406	36,561	3,572	7.11
2013	98,054	55,286	42,768	3,650	8.31
2014	102,895	55,567	47,328	3,035	10.70
2015	107,443	52,634 <sup>4</sup>	54,809	3,118	12.39
2016	109,165	54,777 <sup>4</sup>	54,388	3,203	12.29
2017	113,467	55,591 <sup>4</sup>	57,876	3,065	13.78

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements. Operating expenses do not include interest, depreciation or amortization expenses.

<sup>1</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of the Lee County Water and Wastewater System. The pledge of these revenues to the RDEP loan is subordinate to the revenue bonds pledged.

<sup>2</sup> As defined by bond resolutions - Generally, current operating expense which doesn't include interest expense, depreciation or amortization expense.

<sup>3</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of the Lee County Transportation Facilities, including but not limited to toll revenues and investment earnings.

<sup>4</sup> As defined by bond resolutions- current operating expenses do not include unfunded OPEB and pension expenses.

<sup>5</sup> Fiscal years 2007 to 2014 - Operating expenses listed include the annual OPEB expenses and is not adjusted for funding.

Source: Lee County Clerk of Courts Finance and Records Department



Lee County, Florida

SCHEDULE 11

DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years

Year	Population <sup>1</sup>	Total Personal Income <sup>2</sup>		Per Capita Personal Income <sup>2</sup>	Median Age <sup>2</sup>	School Enrollment <sup>4</sup>	Unemployment Rates (Percentage) <sup>2</sup>		
		(in thousands)	Income <sup>2</sup>				County	State	National
2008	623,725	\$ 26,111,623	\$ 41,864	42.7	79,457	9.2	6.8	6.0	
2009	615,124	24,674,348	41,954	42.7	80,161	13.9	11.1	9.8	
2010	622,900	24,077,000	38,653	42.8	81,929	13.5	11.9	9.6	
2011	625,310	26,999,483 <sup>3</sup>	30,363 <sup>3</sup>	45.6	83,771	11.2	10.6	9.1	
2012	631,330	27,328,737 <sup>6</sup>	43,022 <sup>6</sup>	45.7	85,581	8.7 <sup>5</sup>	8.7 <sup>3</sup>	7.8 <sup>3</sup>	
2013	638,029	28,292,424 <sup>6</sup>	40,248	45.7	87,215	7.2 <sup>3</sup>	7.1 <sup>3</sup>	7.6 <sup>5</sup>	
2014	643,367	27,773,510	43,169 <sup>7</sup>	45.7	90,887	6.1	6.1	5.7	
2015	665,845	29,245,506	48,453 <sup>9</sup>	46.2	92,780	5.1	5.2	5.1	
2016	680,578	31,296,442	44,583	46.3	91,222	4.7	4.7	5.0	
2017	698,468	33,060,033	48,537	46.9	92,590	3.6	3.8	4.2	

Sources: <sup>1</sup> Bureau of Economic and Business Research (estimate)

<sup>2</sup> Florida Research and Economic Database (FRED), except as otherwise noted

<sup>3</sup> U.S. Census Bureau estimate

<sup>4</sup> School District of Lee County

<sup>5</sup> Regional Economic Research Institute, Lutgert College of Business, Florida Gulf Coast University

<sup>6</sup> US Bureau of Economic Analysis (BEA) estimate as of April 2012 (TPI updated 2015)

<sup>7</sup> Governing.com

<sup>8</sup> ecd.state.fl.us

<sup>9</sup> bestplaces.net

Lee County, Florida  
SCHEDULE 12  
PRINCIPAL EMPLOYERS  
Current Year and Nine Years Ago

<u>Employer</u>	<u>2017</u>			<u>2008</u>		
	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total County Employment</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total County Employment</u>
Lee Health	13,257	1	4.18%	8,600	2	3.03%
Lee County School District	11,561	2	3.65%	12,650	1	4.45%
Publix Super Markets	4,613	3	1.46%	4,215	3	1.48%
Wal-Mart Corporation	3,550	4	1.12%	2,400	5	0.84%
Lee County Administration	2,387	5	0.75%	2,610	4	0.92%
Lee County Sheriff's Office	1,558	6	0.49%	1,470	7	0.52%
City of Cape Coral	1,350	7	0.43%	2,056	6	0.72%
Florida Gulf Coast University	1,350	8	0.43%	1,292	9	0.45%
Chico's FAS, Inc.	1,147	9	0.36%	1,120	10	0.39%
Home Depot	1,072	10	0.34%			
U.S. Postal Service				1,397	8	0.49%
<b>Total</b>	<u>41,845</u>		<u>13.21%</u>	<u>37,810</u>		<u>13.29%</u>

Source: Lee County Office of Economic Development, Florida Research and Economic Database, and U.S. Bureau of Labor Statistics.

Lee County, Florida  
 SCHEDULE 13  
 GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM  
 Last Ten Fiscal Years

Function/Program	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Governmental activities:										
General government	1,402	1,426	1,398	1,342	1,312	1,281	1,282	1,288	1,281	1,270
Public safety	1,979	1,942	1,939	1,891	1,884	1,866	1,875	1,914	1,979	1,997
Physical environment	85	80	78	76	76	73	69	70	69	68
Transportation	252	255	221	221	220	220	212	205	204	204
Economic environment	61	61	63	62	66	65	66	66	67	66
Human services	68	68	70	69	76	75	76	81	81	83
Culture and recreation	517	504	503	512	523	518	523	504	506	507
Business-type activities:										
Airport	355	347	345	343	344	346	351	352	360	357
Water and wastewater	281	281	279	275	275	275	274	274	275	279
Transit	257	257	254	253	253	251	263	267	267	267
Transportation facilities	101	98	95	95	95	95	95	95	94	96
Solid waste	71	72	74	77	83	92	94	98	105	112
Total	5,429	5,391	5,319	5,216	5,207	5,157	5,180	5,214	5,288	5,306

Sources: Lee County Budget Office, Lee County Sheriff Finance Department, Lee County Clerk of Circuit Court Human Resources Department, Lee County Property Appraiser Finance Department, Lee County Tax Collector Human Resources Department, Lee County Supervisor of Elections Human Resources Department, Lee County Port Authority Human Resources Department, and 20th Judicial Circuit Court Finance Department

Lee County, Florida  
SCHEDULE 14  
OPERATING INDICATORS BY FUNCTION/PROGRAM  
Last Ten Fiscal Years

<u>Function/program</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>Community Development</b>										
Building permits issued	36,916	25,513	30,190	29,952	31,316	36,442	41,023	45,421	34,329	32,126
Inspections	88,965	50,391	52,793	50,599	51,820	63,709	74,358	84,505	82,004	80,532
<b>Public Safety/EMS<sup>1</sup></b>										
E-911 calls processed	162,630	140,409	155,213	160,780	180,597	179,412	182,859	198,072	208,238	220,799
<b>Sheriff Department</b>										
Physical arrests	22,777	18,296	16,945	15,839	14,877	15,018	14,196	10,543	12,006	10,173
Traffic tickets	68,054	50,917	46,309	33,915	31,543	37,859	36,512	31,977	36,251	33,680
<b>Natural Resources</b>										
Environmental lab tests performed	111,392	114,223	122,071	114,405	109,697	117,670	114,744	109,420	115,625	136,044
Pollutant storage tanks inspections	1,058	944	882	819	738	642	546	495	514	520
<b>Solid Waste</b>										
Number of business and residential customers <sup>2</sup>	245,257	246,240	247,024	247,891	248,928	249,480	244,817	253,888	258,891	258,530
Volume of solid waste collection (tons per year) <sup>3</sup>	517,889	467,008	460,413	445,701	452,618	494,255	481,658	507,527	552,818	571,194
Volume of recycling collection (tons per year) <sup>4</sup>	56,355	51,992	51,293	65,494	67,751	84,270	71,788	76,109	79,117	78,249
Megawatt hours of electricity sold	293,805	298,618	306,385	289,391	295,981	289,583	328,479	329,285	333,549	320,919
<b>Water and Wastewater</b>										
Water customers	79,536	80,072	80,642	80,990	81,654	82,411	83,146	83,989	85,020	86,176
Wastewater customers	57,908	58,422	58,572	58,974	59,315	59,789	60,562	61,410	62,294	63,197
Meter installations	630	537	426	395	477	720	1,176	807	1,031	1,156
<b>Department of Transportation</b>										
Number of signal and flasher locations maintained	472	486	496	494	503	497	509	523	530	540
Number of streetlights maintained	4,314	4,358	4,498	4,867	5,140	4,986	5,013	5,104	5,090	5,142
Number of driveway and ROW permits issued	1,071	772	721	769	704	702	810	1,031	1,147	1,353
Asphalt road resurfacing (in thousands of tons)	47	44	49	55	48	43	37	34	41	33
<b>Bridges</b>										
<b>Toll paying traffic per year</b>										
Sanibel	2,925,351	2,906,743	2,898,010	2,931,693	2,990,491	3,062,356	3,181,676	3,282,789	3,337,055	3,277,285
Midpoint Memorial <sup>5</sup>	8,347,488	7,096,132	7,081,245	7,023,381	7,364,006	7,432,540	7,674,340	7,975,126	8,268,884	8,090,020
Cape Coral <sup>5</sup>	8,544,776	7,505,751	7,357,701	7,356,888	7,112,276	7,334,694	7,747,127	8,022,636	8,266,891	8,071,717
<b>Transit</b>										
Number of bus passenger trips	3,061,461	3,047,457	3,019,560	3,212,214	3,756,378	4,075,250	3,939,812	3,721,249	3,323,540	3,126,846
Number of bus route miles	416	417	417	417	417	550	551	551	538	542
<b>Port Authority</b>										
Number of enplanements	3,868,588	3,737,339	3,721,375	3,875,313	3,676,953	3,856,646	3,989,316	4,155,189	4,332,997	4,421,668
Number of deplanements	3,826,610	3,719,794	3,659,221	3,792,235	3,600,007	3,751,062	3,896,241	4,062,874	4,245,061	4,317,457
<b>Human Services</b>										
<b>Number of emergency services provided with General Fund County Service dollars (mortgage, rent, utilities, etc.)</b>										
	628	744	982	795	836	484	460	390	327	660
<b>Animal Services</b>										
Officer responses	24,383	17,273	19,267	14,309	15,633	16,970	15,600	15,029	15,409	15,406
Animal placement	2,767	2,548	3,313	3,259	4,219	4,220	4,286	5,089	5,379	5,012
<b>Library</b>										
Cardholders	302,025	295,181	282,565	295,574	289,858	291,692	294,953	289,398	285,300	283,326
Items available for circulation	1,410,281	1,537,777	1,626,960	1,619,836	1,598,513	1,567,872	1,594,355	1,608,459	1,741,312	1,827,512
Total circulation	4,942,611	5,492,287	5,854,151	6,017,639	6,148,573	6,032,045	6,123,207	7,048,435	7,402,890	5,214,822
<b>Parks and Recreation</b>										
Number of public parks maintained	65	64	65	65	66	66	67	67	68	69
Number of public pools maintained	9	9	9	9	9	9	9	9	9	9
Number of public boat ramps maintained	7	7	7	7	7	7	7	7	7	7

Source: Various Lee County Departments

<sup>1</sup> Based on calendar year prior to 2012. Based on fiscal year from 2012 and going forward.

<sup>2</sup> Unincorporated Lee County, City of Bonita Springs, and Town of Fort Myers Beach for all fiscal years. Village of Estero added in fiscal year 15.

<sup>3</sup> Total municipal solid waste tons processed and landfilled including incorporated and unincorporated Lee County and Hendry County.

<sup>4</sup> Total tons recycled for incorporated and unincorporated Lee County and Hendry County received at the Lee Recycling Facility.

<sup>5</sup> One way tolling began in fiscal year 2008.

Lee County, Florida  
 SCHEDULE 15  
 CAPITAL ASSET STATISTICS BY FUNCTION  
 Last Ten Fiscal Years  
 (in units)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>Governmental Activities</b>										
General government	12,638	10,943	10,624	10,853	10,407	10,862	10,957	10,739	11,087	11,262
Public safety	9,789	10,196	10,535	10,374	10,085	10,299	10,089	10,072	10,783	10,633
Physical environment	521	528	531	530	550	552	574	538	519	517
Transportation	3,396	3,411	3,559	3,610	3,713	3,805	3,837	3,903	3,939	3,954
Economic environment	206	224	219	227	237	247	261	252	270	276
Human services	818	877	885	795	647	639	602	589	568	532
Culture and recreation	4,182	4,396	4,486	4,489	4,606	4,680	4,865	4,890	4,965	5,056
	<u>31,550</u>	<u>30,575</u>	<u>30,839</u>	<u>30,878</u>	<u>30,245</u>	<u>31,084</u>	<u>31,185</u>	<u>30,983</u>	<u>32,131</u>	<u>32,230</u>
<b>Business-type Activities</b>										
Port Authority	2,262	2,346	2,430	2,516	2,522	2,549	2,552	2,961	3,184	3,338
Water and Wastewater	12,776	13,806	14,691	15,650	16,633	17,285	18,084	19,013	19,993	20,673
Transportation Facilities	984	992	989	1,149	1,149	1,176	1,176	1,235	1,251	1,315
Solid Waste	482	487	543	596	608	646	665	697	709	729
Transit	631	811	832	867	897	948	963	1,018	1,046	1,039
	<u>17,135</u>	<u>18,442</u>	<u>19,485</u>	<u>20,778</u>	<u>21,809</u>	<u>22,604</u>	<u>23,440</u>	<u>24,924</u>	<u>26,183</u>	<u>27,094</u>

Source: Lee County Clerk of Courts Finance and Records Department and the Lee County Sheriff's Office



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# Other Supplemental Information



Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 TOURIST DEVELOPMENT TAX REVENUE BONDS  
 September 30, 2017  
 (unaudited)

(dollars in thousands)

Historical Tourist Development Tax Revenues, Gross Revenues and  
 State Funds and Pro Forma Debt Service Coverage

<u>Fiscal Year Ended September 30</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Tourist Development Tax Revenues (debt portion)	\$ 26,672	\$ 28,535	\$ 33,197	\$ 37,560	\$ 39,638	\$ 39,651
Gross Revenues <sup>(1)</sup>	950	950	950	1,150	1,150	1,165
State Funds	n/a	125	500	500	500	500
Total Pledged Funds <sup>(2)(3)</sup>	<u>\$ 27,622</u>	<u>\$ 29,610</u>	<u>\$ 34,647</u>	<u>\$ 39,210</u>	<u>\$ 41,288</u>	<u>\$ 41,316</u>
Maximum Annual Debt Service <sup>(4)</sup> Payable from Pledged Funds	6,273	8,936	8,936	8,936	8,936	8,936
Debt Service Coverage	4.4x	3.3x	3.9x	4.4x	4.6x	4.3x

<sup>(1)</sup> Includes stadium rental revenue and payments received by the County from JetBlue Airways in connection with the naming rights for JetBlue Park, a part of the 2010 Project.

<sup>(2)</sup> Investment earnings, if any, have not been included in these calculations.

<sup>(3)</sup> This figure includes only Tourist Development Tax revenues as defined in the Bond Resolution.  
 Fiscal years 2012-2014 include 100% of Tourist Development Tax revenues.

<sup>(4)</sup> Maximum Annual Debt Service is calculated net of the Federal Direct Payments received in connection with Subsidy Bonds.

Source: Lee County Clerk of Courts Finance and Records Department



Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**TOURIST DEVELOPMENT TAX REVENUE BONDS**  
 September 30, 2017  
 (unaudited)

**Statement of Historical Collections and Distributions of the General Sales and Use Tax**  
**Fiscal Years Ended June 30, 2009 through June 30, 2018<sup>(2)(4)</sup>**

State Fiscal Year	Collections	General Revenue	Local Governments <sup>(3)</sup>	State Transportation Trust Fund	Ecosystem and Restoration Management Trust Fund		Sports Facilities Transfer	Emergency Distribution	Public Employees Relations Commission Trust Fund
					\$	\$			
2017-18 <sup>(1)</sup>	\$ 27,180,600,000	\$ 24,189,300,000	\$ 2,941,300,000	\$ 200,000	\$ -	\$ 24,800,000	\$ 23,000,000	\$ 2,000,000	
2016-17 <sup>(1)</sup>	25,913,500,000	23,060,000,000	2,805,500,000	200,000	-	24,000,000	21,900,000	1,900,000	
2015-16	24,712,944,756	21,997,965,887	2,669,845,085	199,335	-	22,327,782	20,762,736	1,843,932	
2014-15	23,640,149,815	21,062,698,205	2,533,320,541	-	-	22,730,562	19,653,846	1,746,662	
2013-14	22,127,370,145	19,707,709,643	2,376,389,584	-	-	23,313,893	18,318,806	1,638,219	
2012-13	20,686,734,656	18,417,563,319	2,226,904,066	-	-	23,272,221	17,103,286	1,531,896	
2011-12	19,573,276,105	17,422,017,710	2,110,305,421	-	-	23,313,888	16,191,413	1,447,673	
2010-11	18,697,072,646	16,638,328,066	2,018,168,676	-	-	23,730,558	15,463,982	1,381,364	
2009-10	17,992,091,826	16,014,736,490	1,937,498,114	-	-	23,730,558	14,802,480	1,324,184	
2008-09	18,609,519,245	16,531,424,863	2,000,692,853	-	-	23,730,558	15,345,300	1,368,100	

(1) Estimate.

(2) These figures reflect estimated distributions based on the State Fiscal Year of July 1 to June 30.

(3) Local Government distributions include the half-cent, county and municipal revenue sharing, and the shift of \$29,915,500 to counties that was previously funded from pari-mutual tax revenues.

(4) In addition to sales tax, these figures include state communications services taxes imposed under Chapter 202, Florida Statutes, on the sale of communications services as described in Section 202.12, Florida Statutes.

SOURCE: State of Florida, Office of Economic & Demographic Research, *Florida Tax Handbook*

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 NON-AD VALOREM REVENUE BONDS  
 September 30, 2017  
 (unaudited)

Historical Major Sources of Non-Ad Valorem Revenues <sup>(1)</sup>  
 (dollars in thousands)

Fiscal Year Ended September 30	2013	2014	2015	2016	2017
<b>Taxes:</b>					
Local communications services tax	\$ 9,559	\$ 9,606	\$ 9,268	\$ 8,705	\$ 9,470
FPL electrical franchise fees	8,355	13,096	13,315	11,241	11,386
LCEC electrical franchise fees		3,234	6,161	6,128	5,823
<b>Intergovernmental Revenues:</b>					
State revenue sharing	12,821	13,807	14,642	15,380	16,242
Local half cent sales tax	38,654	42,131	45,164	46,441	47,350
Mobile home/insurance/alcohol beverage licenses	831	844	875	873	898
Racing tax	223	223	223	223	223
<b>Charges for Services:</b>					
Ambulance service receipts	19,523	21,024	19,547	21,830	21,638
Excess county officer fees	7,873	7,544	9,086	10,023	10,042
<b>Licenses and Permits:</b>					
Occupational licenses	703	702	692	722	698
<b>Miscellaneous:</b>					
Investment earnings <sup>(2)</sup>	241	207	549	1,036	1,484
<b>Total</b>	<u>\$ 98,783</u>	<u>\$ 112,418</u>	<u>\$ 119,522</u>	<u>\$ 122,602</u>	<u>\$ 125,254</u>

<sup>(1)</sup> The table above includes a general description of Non-Ad Valorem Revenues and does not include sources that are not considered major when viewed independently. Certain other Non-Ad Valorem Revenues may be received by the County that are not reflected in the table above as such revenues are considered restricted for certain purposes, and would not be available for payment of debt service on the Series 2012 or 2015 Bonds.

<sup>(3)</sup> To the extent Investment Earnings are earnings on investments held to the credit of funds that are not legally available to pay debt service on the Series 2012 or 2015 Bonds, such investment earnings will not constitute legally available Non-Ad Valorem Revenues.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
SUPPLEMENTAL SCHEDULES  
NON-AD VALOREM REVENUE BONDS  
September 30, 2017  
(unaudited)

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
TOTAL GOVERNMENTAL FUNDS  
(dollars in thousands)

	2013	2014	2015	2016	2017
<b>REVENUES</b>					
Taxes	\$ 319,103	\$ 351,952	\$ 378,631	\$ 394,357	\$ 416,774
Licenses and permits	7,822	9,271	11,148	9,233	9,295
Intergovernmental	97,298	89,852	95,530	101,013	105,391
Charges for services	74,847	80,372	81,194	88,982	84,535
Fines and forfeitures	1,374	1,561	1,529	1,545	1,373
Impact fees	2,587	2,743	3,759	5,262	6,455
Special assessments	1,651	1,360	2,261	1,241	1,174
Miscellaneous	14,135	15,457	16,531	14,199	16,437
Total revenues	<u>518,817</u>	<u>552,568</u>	<u>590,583</u>	<u>615,832</u>	<u>641,434</u>
<b>EXPENDITURES</b>					
Current					
General government	132,932	130,328	137,077	143,421	148,672
Public safety	193,533	199,492	205,645	218,168	233,301
Physical environment	14,321	18,913	12,184	10,770	10,858
Transportation	34,509	32,644	33,609	33,938	35,911
Economic environment	24,433	25,095	26,619	27,672	30,432
Human services	20,355	20,144	20,052	21,055	21,200
Culture and recreation	56,050	59,350	64,098	63,220	63,512
Capital outlay					
General government	8,269	5,721	2,596	4,406	9,020
Public safety	5,762	2,848	6,513	15,539	4,343
Physical environment	2,472	1,217	1,192	729	1,421
Transportation	16,554	6,265	6,284	17,401	26,346
Economic environment	871	1,194	10	445	1,504
Human services	2	8	75	5	8
Culture and recreation	26,384	38,495	14,394	2,697	3,691
Debt service					
Principal retirement	15,432	9,741	15,766	10,823	19,680
Interest and fiscal charges	20,037	13,068	13,223	11,573	11,822
Bond issuance costs	774	49	364	-	-
Total expenditures	<u>572,690</u>	<u>564,572</u>	<u>559,701</u>	<u>581,862</u>	<u>621,721</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(53,873)</u>	<u>(12,004)</u>	<u>30,882</u>	<u>33,970</u>	<u>19,713</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>					
Transfers in	221,138	90,650	165,590	113,737	158,782
Transfers out	(221,171)	(99,030)	(153,267)	(116,820)	(156,758)
Capital lease proceeds	-	-	383	5,169	-
Bond premium	8,427	-	8,399	-	-
Debt issuance	42,047	1,893	1,985	-	-
Issuance of refunding debt	83,925	12,590	48,640	-	1,284
Payments to refunded bonds escrow agent	(92,303)	(12,518)	(56,711)	-	(1,284)
Total other financing sources and (uses)	<u>42,063</u>	<u>(6,415)</u>	<u>15,019</u>	<u>2,086</u>	<u>2,024</u>
Net change in fund balances	<u>(11,810)</u>	<u>(18,419)</u>	<u>45,901</u>	<u>36,056</u>	<u>21,737</u>
Fund balances - beginning	524,182	510,218	491,799 *	537,700	573,756
Fund balances - ending	<u>\$ 512,372</u>	<u>\$ 491,799</u> *	<u>\$ 537,700</u>	<u>\$ 573,756</u>	<u>\$ 595,493</u>

\* The 2014 beginning fund balance is \$2,154 less than the 2013 ending fund balance due to a restatement to the Clerk's special revenue fund.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LOCAL OPTION GAS TAX BONDS  
 September 30, 2017  
 (unaudited)

Gas Tax Revenues and Number of Taxable Gallons Sold  
 (dollars in thousands)

County Fiscal Year <sup>1</sup>	Five Cent		State Fiscal Year <sup>2</sup>	Gallons of Motor Fuel <sup>3</sup>	Percentage Increase (Decrease)
	Local Option Gas Tax Revenues	Percentage Increase (Decrease)			
2008	6,364	-7.4%	2008	283,149,975	-6.8%
2009	6,299	-1.0%	2009	272,857,247	-3.6%
2010	6,032	-4.2%	2010	269,538,511	-1.2%
2011	6,006	-0.4%	2011	264,466,600	-1.9%
2012	6,027	0.3%	2012	264,609,679	0.1%
2013	6,356	5.5%	2013	269,731,950	1.9%
2014	6,616	4.1%	2014	282,803,639	4.8%
2015	7,096	7.3%	2015	302,743,567	7.1%
2016	7,116	0.3%	2016	323,232,410	6.8%
2017	7,275	2.2%	2017	328,207,589	1.5%

Five Cent Local Option Gas Tax Debt Service Coverage

County Fiscal Year <sup>1</sup>	Five Cent		
	Local Option Gas Tax Revenues	Maximum Annual Debt Service	Debt Service Coverage Ratio
2008	6,364	2,436	2.61
2009	6,299	2,433	2.59
2010	6,032	2,430	2.48
2011	6,006	2,430	2.47
2012	6,027	2,424	2.49
2013	6,356	2,423	2.62
2014	6,616	2,422	2.73
2015	7,096	1,905	3.72
2016	7,116	2,189	3.25
2017	7,275	2,186	3.33

Allocation of Gas Tax Revenues

City of Cape Coral	24.95%
City of Fort Myers	14.00%
Sanibel	5.00%
Town of Ft. Myers Beach	1.17%
City of Bonita Springs	4.54%
Village of Estero	2.54%
Lee County	47.80%
	100.00%

<sup>1</sup> County fiscal year ended September 30.

<sup>2</sup> State fiscal year ended June 30.

<sup>3</sup> Number of gallons sold in Lee County.

Source: Lee County Clerk of Courts Finance and Records Department and Lee County Budget Services

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY WATER AND WASTEWATER SYSTEMS**  
 September 30, 2017  
 (Unaudited)

*Monthly Water Rates*

Customer Classification

<u>Residential Service</u>	<u>Monthly Service Charge</u>	<u>User Charge Per 1,000 Gallons For Each ERU</u>
Single - family	\$ 9.15 per unit	1 - 6,000 \$ 3.27 6,001 - 12,000 \$ 4.09 12,001 - 18,000 \$ 4.91 18,001 and above \$ 6.54
Multi - family Per ERU (i.e. 2 units = 9,600 Gal)	\$ 7.32 per unit / lot	1 - 4,800 \$ 3.27 4,800 - 9,600 \$ 4.09 9,601 - 14,400 \$ 4.91 14,401 and above \$ 6.54
Recreational vehicle (i.e. 2 units = 9,600 Gal)	\$ 3.66 per unit / lot	1 - 2,400 \$ 3.27 2,401 - 4,800 \$ 4.09 4,801 - 7,200 \$ 4.91 7,201 and above \$ 6.54
Mobile Home	\$ 7.32 per unit / lot	1 - 6,000 \$ 3.27 6,001 - 12,000 \$ 4.09 12,001 - 18,000 \$ 4.91 18,001 and above \$ 6.54

Each residential service account will be charged a monthly administrative fee of \$3.44 per statement.

An additional wellfield development surcharge of \$0.50 per ERU will be assessed to those residential customers whose monthly water consumption exceeds their initial water conservation block during the monthly billing period (6,000 gallons per ERU).

The total monthly rate for residential service is the sum of the: a) service charge; b) administrative fee; c) wellfield development surcharge (if applicable); and d) user charges in accordance with this schedule.

Commercial and All Non-Residential

<u>Meter Size</u>	<u>Monthly Service Charge</u>	<u>ERU Ratio</u>	<u>User Charge Per 1,000 Gallons For Each ERU</u>
5/8"	\$ 12.59	1.0	1 - 6,000 \$ 3.27
3/4"	\$ 17.17	1.5	6,001 - 12,000 \$ 4.09
1"	\$ 26.32	2.5	12,001 - 18,000 \$ 4.91
1½"	\$ 49.19	5.0	18,001 and above \$ 6.54
2"	\$ 76.64	8.0	
3"	\$ 149.84	16.0	<u>Non-irrigation class</u>
4"	\$ 232.19	25.0	Per 1,000 \$ 3.44
6"	\$ 460.94	50.0	
8"	\$ 735.44	80.0	<u>Irrigation class</u>
10"	\$ 1,330.19	145.0	1 - 6,000 \$ 4.09 6,001 - 12,000 \$ 4.91 12,001 and over \$ 6.54

An additional well field development surcharge of \$0.50 per ERU will be assessed to those commercial and non-residential customers whose monthly water consumption exceeds their initial water conservation block during the monthly billing period (6,000 gallons per ERU).

The total monthly rate is the sum of the service and the user charges.

*Water Restriction Surcharge Adjustment*

In the event that the South Florida Water Management District or other authority having appropriate jurisdiction declares a water shortage requiring a mandatory water usage reduction in the amount of 15%, the water user charges listed above will be increased by 18%.

In the event that a reduction of water use greater than 15% is required, the County Commission may establish by resolution, a surcharge based upon the recommendation of the Public Works Director in order to meet revenues required to comply with existing bond debt service covenants, or to meet other requirements of the water system.

Source: Lee County Utilities Division

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY WATER AND WASTEWATER SYSTEMS**  
 September 30, 2017  
 (Unaudited)

**Monthly Wastewater Rates**

Customer Classification

<u>Residential Service</u>	<u>Monthly Service Charge</u>	<u>User Charge Per 1,000 Gallons</u>	<u>Unmetered User Charge</u>
Single - family	\$ 17.02 per unit/lot	\$ 5.85	\$26.33 per unit
Multi - family	\$ 13.61 per unit/lot	\$ 5.85	\$21.06 per unit/lot
Recreational vehicle	\$ 6.81 per unit/lot	\$ 5.85	\$10.53 per unit/lot
Mobile Home	\$ 13.61 per unit/lot	\$ 5.85	\$21.06 per unit/lot

Each residential service account shall be charged a monthly administrative charge of \$3.43 per statement.

No wastewater user charge shall be imposed on metered water usage above nine thousand (9,000) gallons per month, per residential service dwelling unit.

The total monthly rate for residential service is the sum of the: a) service charge; b) administrative fee; and c) user charges, in accordance with the schedule.

Commercial and All Non-Residential

<u>Meter Size</u>	<u>Monthly Service Charge</u>	<u>User Charge Per 1,000 Gallons</u>
5/8"	\$ 20.45	\$ 5.85
3/4"	\$ 28.96	\$ 5.85
1"	\$ 45.98	\$ 5.85
1½"	\$ 88.53	\$ 5.85
2"	\$ 139.59	\$ 5.85
3"	\$ 275.75	\$ 5.85
4"	\$ 428.93	\$ 5.85
6"	\$ 854.43	\$ 5.85
8"	\$ 1,365.03	\$ 5.85
10"	\$ 2,471.33	\$ 5.85

Unmetered commercial and non-residential charges will be calculated individually based on estimates of wastewater discharges and the above schedule of rates.

The total monthly rate for residential service is the sum of the service and the user charges.

**Connection Fees**

<u>Customer Classification</u>	<u>Number ERU's</u>	<u>Water Charge</u>	<u>Wastewater Charge</u>
<u>Residential Service</u>			
Single - family	1.00	\$ 2,440.00	\$ 2,660.00
Multi - family (per Dwelling Unit)	0.80	\$ 1,952.00	\$ 2,128.00
Recreational vehicle (per Dwelling Unit/Lot)	0.40	\$ 976.00	\$ 1,064.00
<u>Commercial and All Non-Residential</u>			
Charge Per Gallon		\$ 9.76	\$ 10.64

**Water Meter Installation and Service Connection Fees**

<u>Meter Size</u>	<u>Installation Charge</u>	<u>Tap-In Charge</u>
5/8"	\$ 260.00	\$ 1,025.00
3/4"	\$ 295.00	\$ 1,060.00
1"	\$ 325.00	\$ 1,090.00
1½"	\$ 525.00	\$ 1,650.00
2"	\$ 595.00	\$ 1,800.00
3" and above	Actual Cost	Actual Cost
Wastewater Main Tap Charge		Actual Cost

In addition to new installations, these rates may also apply to water and sewer service upgrades or facility locations.

Charges for larger meter and wastewater main taps will be based on estimates of actual time and expense. Amounts collected by the County in excess of actual costs will be credited to the customer's account or be refunded, as may be applicable. Amounts due, caused by underestimation, will be billed and payable to Lee County Utilities.

Source: Lee County Utilities Division

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY WATER AND WASTEWATER SYSTEMS**  
September 30, 2017  
(unaudited)

Historical Revenues, Expenses, and Debt Service Coverage  
(dollars in thousands)

	2013	2014	2015	2016	2017
Water and wastewater sales revenues	\$95,675	\$100,623	\$104,618	\$105,891	\$109,897
Other operating revenue <sup>(1)</sup>	2,085	2,117	2,169	2,143	2,124
Total operating revenues	<u>97,760</u>	<u>102,740</u>	<u>106,787</u>	<u>108,034</u>	<u>112,021</u>
Operating expenses <sup>(2) (7)</sup>	55,286	55,567	52,634	54,777	59,061
Net operating revenue	<u>42,474</u>	<u>47,173</u>	<u>54,153</u>	<u>53,257</u>	<u>52,960</u>
Interest income <sup>(3)</sup>	294	155	656	1,131	1,447
Net available revenues	<u>42,768</u>	<u>47,328</u>	<u>54,809</u>	<u>54,388</u>	<u>54,407</u>
Net available revenues after other transfers	42,768	47,328	54,809	54,388	54,407
Connection fee revenues <sup>(4)</sup>	4,818	6,962	14,465	10,514	15,018
Net revenues and connection fees	47,586	54,290	69,274	64,902	69,425
Senior lien debt service	15,477	11,426	15,053	15,817	15,776
Senior lien debt service coverage:					
Without pledged connection fees	2.76	4.14	3.64	3.44	3.45
With pledged connection fees	3.07	4.75	4.60	4.10	4.40
Other debt service requirements <sup>(5)</sup>	5,146	4,425	4,425	4,425	4,199
Net available revenues and other funds received for capital improvements and other purposes <sup>(6)</sup>	<u>\$22,145</u>	<u>\$31,477</u>	<u>\$35,331</u>	<u>\$34,146</u>	<u>\$34,432</u>

- (1) Amount shown includes miscellaneous operating revenues including bulk water sales, meter installation charges, turn-on and turn-off fees, etc.
- (2) Amount shown does not include depreciation or amortization expenses which are not considered an operating expense pursuant to the County's Bond Resolution.
- (3) Amount shown includes interest earnings on unrestricted fund balances as defined in the Bond Resolution.
- (4) Includes all Connection Fees, only a portion of which may be legally available to pay debt service under Florida law.
- (5) Includes State Revolving Fund (SRF) indebtedness.
- (6) Amount shown does not include Connection Fees and associated interest earnings.
- (7) Pursuant to the County's Bond Resolution, operating expenses do not include unfunded OPEB and pension expenses. Years 2013 and 2014 include the annual OPEB cost in the operating expenses and is not adjusted for funding.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY WATER AND WASTEWATER SYSTEM  
 September 30, 2017  
 (Unaudited)

*Customer Statistics:*

Historical customer statistics with respect to the Lee County Water System are set forth below:

County Water System Customer Accounts and Sales Statistics

Fiscal Year	Retail Customers			Wholesale Water Sales (000s Gallons)	Total Water Sales (000s Gallons)	Treated/Purchased Finished Water (000s Gallons)	ADF-MGD
	Average Accounts	Water Sales (000s Gallons)	Monthly Use per Account (Gallons)				
2007	76,385	8,087,012	8,823	767,315	8,854,327	9,320,365	25.54
2008	76,145	7,503,846	8,212	742,338	8,246,184	8,838,535	24.22
2009 <sup>1</sup>	75,778	7,414,916	8,154	766,239	8,181,155	8,719,119	23.89
2010 <sup>1</sup>	75,588	7,052,466	7,775	712,203	7,764,669	8,424,254	23.08
2011	76,189	7,279,995	7,963	715,428	7,995,423	8,591,946	23.54
2012	77,396	7,116,776	7,663	724,001	7,852,972	8,750,233	23.97
2013	78,542	7,082,552	7,523	705,247	7,787,799	8,422,904	23.08
2014	78,751	7,191,865	7,610	723,867	7,915,732	8,532,693	23.38
2015	79,935	7,319,779	7,631	693,914	8,013,693	8,512,833	23.34
2016	81,250	7,351,730	7,540	743,435	8,095,165	8,710,483	23.81
2017	81,968	7,414,290	7,538	742,297	8,156,587	9,039,850	24.81

<sup>1</sup> The decline in Water System accounts was anticipated by the County to be a direct result of the economic downturn in the Florida economy, which materially affected new construction and development and which has resulted in an increase in inactive accounts.

Historical customer statistics with respect to the Lee County Wastewater System are set forth below:

County Wastewater System Customer Accounts and Sales Statistics

Fiscal Year	Retail Customers			Wholesale Billed Flows (000s Gallons)	Total Billed Sales (000s Gallons)	Treated Waste- Water Flows (000s Gallons)	ADF-MGD
	Average Accounts	Billed Flows (000s Gallons)	Monthly Flow per Account (Gallons)				
2007	54,356	5,456,888	8,366	287,578	5,744,466	5,901,537	16.17
2008	54,403	5,034,468	7,712	249,849	5,284,317	5,833,278	15.98
2009 <sup>1</sup>	53,873	5,166,383	7,992	247,458	5,413,841	5,602,042	15.35
2010 <sup>1</sup>	54,162	5,012,425	7,712	214,507	5,226,932	6,067,368	16.62
2011	54,763	5,699,953	8,674	254,450	5,954,403	5,663,066	15.51
2012	55,922	5,714,966	8,516	276,247	5,992,162	5,580,126	15.29
2013	56,222	5,079,107	7,528	275,787	5,354,894	5,475,070	15.00
2014	56,753	5,311,386	7,799	277,082	5,588,468	5,883,559	16.12
2015	55,302	5,356,006	8,071	218,764	5,574,770	5,749,641	15.80
2016	55,915	5,349,742	7,973	214,637	5,564,379	5,938,595	16.23
2017	57,394	5,623,502	8,165	231,480	5,854,982	5,924,544	16.23

<sup>1</sup> The decline in Wastewater System accounts was anticipated by the County to be a direct result of the economic downturn in the Florida economy, which materially affected new construction and development and which has resulted in an increase in inactive



Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY WATER AND WASTEWATER SYSTEM  
 September 30, 2017  
 (Unaudited)

*County System Top Ten Retail Utility Customers (Based on Sales Revenue)*

<u>Customer</u>	<u>Class</u>	<u>Meter Size</u>	<u>Type of Service</u>	<u>System Revenue</u>	<u>% of Total County Sales Revenue</u>
Gulf Coast Town Center	Commercial	10"	Water/Sewer	\$ 832,108	0.81%
Landings Env. Wrm. Assoc. Inc.	Multifamily	6"	Water/Sewer	672,363	0.65%
Lee Memorial Health System - Gulf Coast Hospital	Commercial	10"	Water/Sewer	646,419	0.63%
Health Park Medical Center	Commercial	6"	Water/Sewer	459,290	0.45%
Shell Point Village	Commercial	8"	Water/Sewer	418,130	0.41%
Jamaica Bay Assoc. LDT	Multifamily	8"	Water	379,462	0.37%
ORE-IDA Foods, Inc.	Commercial	3"	Water/Sewer	295,121	0.29%
Indian Creek Park	Multifamily	6"	Water/Sewer	289,264	0.28%
Sanibel Harbour Resort	Commercial	2"	Water/Sewer	275,856	0.27%
Island Club Homeowners Association	Multifamily	6"	Water/Sewer	267,137	0.26%
				\$ 4,535,149	4.40%

Source: Lee County Utilities Division

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
**September 30, 2017**  
(Unaudited)

System Historical Operating Results and Indenture Rate Covenant Compliance

Description	Fiscal Year 2016	Fiscal Year 2017
Collection Assessment Revenues	\$24,157,268	\$24,526,076
Assessment, MSTU, and Tip Fee Revenues	34,690,357	41,687,536
WTE Facility - Gross Electric Sales <sup>(1)</sup>	13,590,798	9,147,151
Recycling Revenues	1,609,353	3,116,434
Other Miscellaneous Revenue <sup>(2)</sup>	5,908,964	8,416,768
Rate Stabilization Fund Transfers	-	-
Gross Revenues	<u>\$79,956,740</u>	<u>\$86,893,965</u>
Less Operating Expenses <sup>(3)</sup>	\$69,042,206	\$73,720,652
Net Revenues	<u>\$10,914,534</u>	<u>\$13,173,313</u>
Net Position <sup>(4)</sup>	42,608,606	46,038,630
Net Revenues and Net Position	<u>\$53,523,140</u>	<u>\$59,211,943</u>
Annual Debt Service <sup>(5) (6)</sup>		
Series 2006A Bonds	\$1,896,134	\$0
Series 2016 Bonds	-	8,534,745
Total Annual Debt Service	<u>\$1,896,134</u>	<u>\$8,534,745</u>
Rate Covenant Test		
Test A:		
Net Revenues and Net Position	\$53,523,140	\$59,211,943
Annual Debt Service	<u>1,896,134</u>	<u>8,534,745</u>
Annual Debt Service Coverage	28.23	6.94
Minimum Required Debt Service Coverage	1.20	1.20
AND		
Test B:		
Part 1		
Net Revenues	\$10,914,534	\$13,173,313
Annual Debt Service	<u>1,896,134</u>	<u>8,534,745</u>
Annual Debt Service Coverage	5.76	1.54
Minimum Required Coverage	1.00	1.00
Part 2		
Net Revenues Less Debt Service	\$9,018,400	\$4,638,568
Required Deposits <sup>(7)</sup>	-	-
Net After Required Deposits	<u>\$9,018,400</u>	<u>\$4,638,568</u>

- [1] Amounts shown reflect gross electric sales revenues; pursuant to agreement the County is required to remit 10% of gross electric revenues to the Operator.
- [2] Amounts shown reflect other operating revenues including franchise fee revenues retained by the County, interest income of cash balances, sale of recovered materials from operation of the C&D recycling facility, advanced disposal fees, electric maintenance revenues, contractual reimbursements, sale of ferrous and non-ferrous metals and other miscellaneous revenues. Amounts shown are exclusive of gains on sale of system assets and FMV (fair market value) adjustments.
- [3] Amounts shown are exclusive of depreciation, amortization, renewal and replacement expenses, OPEB and pension liabilities and landfill closure and post-closure expenses.
- [4] Amount shown reflect the Net Position of the System Reserves Fund at September 30th and excludes FMV (fair market value).
- [5] Amounts shown reflect the monthly deposits to the Debt Service Fund for upcoming due (i.e. the accrued debt service).
- [6] The Series 2006A debt payment represents the April 2016 interest payment only. The Series 2006A bonds were defeased in September 2016. No principal and interest payments were due on the Series 2016 bonds in FY16.
- [7] No required payments were identified since: a) the Debt Service Reserve Account Requirement was met through a Debt Service Reserve Account in the amount of \$7.7M and b) the Renewal and Replacement Fund Requirement was met through the maintenance of a \$1.5 million cash deposit held within the Renewal and Replacement Fund.

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
September 30, 2017  
(Unaudited)

**Summary of Historical Charges**

Description	Fiscal Year 2016	Fiscal Year 2017	Adopted Fiscal Year 2018 <sup>[6]</sup>
<u>Assessments:</u>			
Collection (Avg. Areas 1-5) <sup>[1]</sup>	\$144.22	\$144.60	\$144.66
Disposal MSW	25.40	29.96	38.63
Disposal Yard Waste	5.76	5.76	6.43
Disposal Facility Assessment Charge	9.92	13.32	14.66
Surcharges	0.44	0.00	0.00
Billing Fee	2.40	2.40	2.42
Early Prepayment Gross Up (4%) (Avg. Areas 1-5) <sup>[1]</sup>	7.84	8.18	8.62
Gross Assessment Average for Areas 1-5 <sup>[2]</sup>	\$195.98	\$204.22	\$215.42
Assessment Paid in February = 1% Discount	\$194.01	\$202.17	\$213.29
Assessment Paid in January = 2% Discount	192.05	200.13	211.19
Assessment Paid in December = 3% Discount	190.09	198.09	209.14
Assessment Paid in November = 4% Discount	188.13	196.05	207.13
<u>Tip Fees per Ton by Waste Type:</u>			
MSW w/o Surcharges	\$31.75	\$37.45	\$45.45
MSW w/ Surcharges <sup>[3]</sup>	32.30	37.45	45.45
Horticulture / Yard Waste	24.00	24.00	24.72
C&DD	31.75	31.75	32.95
Class III	31.75	31.75	32.95
Tires	80.00	80.00	80.00
Surcharges per MSW Ton <sup>[3][4]</sup>	\$0.55	\$0.00	\$0.00
Disposal Facility Assessment per Ton <sup>[5]</sup>	\$12.40	\$17.34	\$17.25

[1] Amounts shown reflect the average fee charged for the primary franchise collection Areas 1-5.

[2] Reflects gross assessments before early prepayment discounts as allowed by F.S. Chapter 197.

[3] Unincorporated waste generated by Commercial and Multi-Family customers are charged a gate fee per ton plus applicable surcharges per ton for MSW disposal.

[4] Amounts shown are not charged to municipal customers with exception of the City of Bonita Springs, the Town of Fort Myers Beach and the Village of Estero for which the County provides collection services.

[5] Presented for informational purposes only since the disposal facility assessment charge is charged to all MSW customers by assessment, with exception to Hendry County customers.

[6] The County approved the Fiscal Year 2018 charges for services on June 20, 2017 pursuant to Resolution 17-06-28

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
September 30, 2017  
(Unaudited)

**Summary of Historical Inbound Waste Deliveries (Tons) by Type of Waste <sup>[1]</sup>**

Description	Historical Period				
	2013	2014	2015	2016	2017
MSW / Residue <sup>[2]</sup>	482,761	493,232	520,960	543,897	570,971
C&D / Class III	85,079	72,987	68,481	72,954	78,512
Yard Waste	96,892	98,643	103,337	104,070	107,427
Sludge (Wet Tons)	49,450	51,381	57,688	63,972	62,803
Tires	5,863	6,574	7,411	4,369	5,079
Other <sup>[3]</sup>	2,090	1,269	1,578	4,625	1,494
Recycling <sup>[4]</sup>	78,535	65,762	73,110	71,583	83,321
<b>Total</b>	<b>800,670</b>	<b>789,848</b>	<b>832,565</b>	<b>865,470</b>	<b>909,607</b>

- [1] Amounts shown exclude ash residue since such waste is not considered an inbound waste to the system and is generated from processing of MSW and other processable inbound waste at the WTE facility.
- [2] Amounts shown include MSW waste and recycling residue that is processed at the WTE facility.
- [3] Amounts shown primarily reflect contaminated sand, but also include minor amounts of waste categorized as certified destroyed waste, international waste, asbestos, oil wastes, and other miscellaneous wastes.
- [4] Amounts shown net of recycling residue processed at the WTE facility; however, includes some residue that is disposed of or used as cover at the Lee / Hendry Landfill.

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
 September 30, 2017  
 (Unaudited)

**Summary of Historical Waste-to-Energy (WTE) Processing Statistics <sup>[1]</sup>**

Description	Historical Period				
	2013	2014	2015	2016	2017
Annualized Design Capacity (Tons) <sup>[2]</sup>	670,140	670,140	670,140	670,140	670,140
Guaranteed Tonnage (Tons) <sup>[3]</sup>	545,000	569,619	569,619	569,619	569,619
Processed Waste (Tons)	607,482	607,355	615,179	641,821	610,448
Received MSW/Residue (Tons) <sup>[4]</sup>	482,761	493,232	520,960	543,765	559,074
MSW as % of Processed	79.5%	81.2%	84.7%	84.7%	91.6%
WTE Production Statistics:					
Generated Ash Residue (Tons)	155,550	150,582	151,806	161,723	152,676
Ash as % of Waste Processed	25.6%	24.8%	24.7%	25.2%	25.0%
Gross Electricity (MW-hr)	371,603	386,819	387,467	393,336	376,423
Net Electricity (MW-hr) <sup>[5]</sup>	315,640	330,932	331,790	336,032	320,919
Ferrous Recovery (Tons) <sup>[6]</sup>	14,570	15,973	19,686	24,303	20,114
Non-Ferrous Recovery (Tons) <sup>[6]</sup>	373	1,177	2,007	2,410	2,409

[1] During Fiscal Year 2016, the County had major maintenance performed to the boiler and generator of the WTE Facility and additional major maintenance is expected in Fiscal Year 2021, that has or is expected to reduce the amount of tons that can be processed.

[2] Amounts shown are based on the annualized design capacity of 1,836 tons per day (not adjusted for leap years) and were not adjusted for any typical or routine maintenance, which would limit the actual capacity for the facility over a twelve (12) month period.

[3] Amounts shown reflect the minimum commitment of processable waste deliveries by the County pursuant to contractual agreement.

[4] Includes residues from recycling processed at the WTE Facility and considered comparable to MSW.

[5] Reflects gross production of electricity net of in-plant use.

[6] The County partnered with the Operator to install an enhanced metals recovery system (completed in 12/2013), which substantially increased the amount of recovered ferrous and non-ferrous metals approximately 15,000 tons per year to 20,000 tons per year.

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

*Toll Rates - Sanibel Bridge*

The schedule below reflects the toll structure:

<u>Vehicle Class</u>	<u>September 30, 2017</u>
Motorcycles	\$ 2.00
2 axles	6.00
3 axles	9.00
4 axles	12.00
5 axles	15.00
6 or more axles, per axle	3.00

Commuters can choose between annual or semi-annual electronic toll collection ("ETC") discount programs that, depending on the cost of the program, require no additional toll ("Unlimited ETC") or a \$2.00 toll for each westbound crossing. Purchasers of Unlimited ETC's at least one month after the beginning of the validity period (May 1 or November 1) are entitled to a prorated discount on the purchase price. In addition, further discounts on the cost of the ETC are offered for non-commercial vehicles registered or leased to the same natural person (the "Second Vehicle") who has purchased a discount program for a first vehicle (the "Initial Vehicle").

The following table sets forth the toll rates for two axle vehicles that carry an ETC transponder:

<u>Type of Discount Program</u>	<u>Vehicle</u>	<u>Cost of Discount Program</u>	<u>Additional Toll</u>
Annual <sup>(1)</sup>	Initial Vehicle	\$ 67.00	\$ 2.00
	Second Vehicle	33.50	2.00
	Initial Vehicle	400.00	-0-
	Second Vehicle	200.00	-0-
Semiannual <sup>(2)</sup>	Initial Vehicle	50.00	2.00
	Second Vehicle	25.00	2.00
	Initial Vehicle	300.00	-0-
	Second Vehicle	150.00	-0-

Source: June 2007 Toll Resolution

<sup>(1)</sup> Valid for 12 months commencing November 1 of each year.

<sup>(2)</sup> Valid for 6 months commencing on November 1 or May 1 of each year.

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

The County has offered, in addition to ETC's valid only on the Cape Coral Bridge, a combination transponder, which is valid on all three facilities. Commuters can also choose to purchase unlimited discount programs that are valid on all three facilities. The costs of combination unlimited discount programs are also subject to proration as described above in the case of ETC's for the Sanibel Causeway. The costs are as follows:

COMBINATION TOLLS  
 (Sanibel Causeway, Cape Coral Bridge and Midpoint Memorial Bridge)

<u>Type of Discount Program</u>	<u>Vehicle</u>	<u>Cost of Discount Program</u>	<u>Additional Toll</u>
Annual <sup>(1)</sup>	Initial Vehicle	\$ 107.00	\$ 1.00 for Cape Coral or Midpoint; \$ 2.00 for Sanibel
	Second Vehicle	53.50	
	Initial Vehicle	730.00	-0-
	Second Vehicle	365.00	-0-
Semiannual <sup>(2)</sup>	Initial Vehicle	74.00	\$ 1.00 for Cape Coral or Midpoint; \$ 2.00 for Sanibel
	Second Vehicle	37.00	
	Initial Vehicle	500.00	-0-
	Second Vehicle	250.00	-0-

Source: June 2007 Toll Resolution

<sup>(1)</sup> Valid for 12 months commencing November 1 of each year.

<sup>(2)</sup> Valid for 6 months commencing on November 1 or May 1 of each year.

*Toll Rates - Cape Coral Bridge and Midpoint Memorial Bridge*

The schedule below reflects the toll structure:

<u>Vehicle Class</u>	<u>September 30, 2017</u>
Motorcycles	\$ 1.00
2 axles	2.00
3 axles	4.00
4 axles	6.00
5 axles	8.00
6 or more axles, per axle	2.00
Commuter Discounts	(see next page)

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

The Cape Coral Bridge and Midpoint Memorial Bridge toll structure also offers commuter toll discounts similar to those offered on the Sanibel Causeway. The annual or semi-annual ETC, depending on its cost, requires either (i) no additional toll or (ii) one dollar (\$1.00) toll for each westbound crossing. Second Vehicle discounts are available. Combination ETC's which are valid on both the Sanibel Causeway and the Cape Coral Bridge are also available. See the above Combination Tolls table for a list of toll rates for combination ETC's.

The following table sets forth the toll rates for two axle vehicles that carry an ETC transponder:

<u>Type of Discount Program</u>	<u>Vehicle</u>	<u>Cost of Discount Program</u>	<u>Additional Toll</u>
Annual <sup>(1)</sup>	Initial Vehicle	\$ 40.00	\$ 1.00
	Second Vehicle	20.00	1.00
	Initial Vehicle	330.00	-0-
	Second Vehicle	165.00	-0-
Semiannual <sup>(2)</sup>	Initial Vehicle	24.00	1.00
	Second Vehicle	12.00	1.00
	Initial Vehicle	200.00	-0-
	Second Vehicle	100.00	-0-

Source: June 2007 Toll Resolution

<sup>(1)</sup> Valid for 12 months commencing November 1 of each year.

<sup>(2)</sup> Valid for 6 months commencing on November 1 or May 1 of each year.

### *Variable Pricing Program*

During the term of the variable pricing program, a toll for each westbound trip on the Cape Coral and Midpoint Memorial Bridges the toll rates for off-peak usage with and without an ETC transponder are set forth in the table below:

<u>Vehicle Class</u>	<u>Specified Off-Peak Hour Toll Without ETC</u>	<u>Specified Off-Peak Hour Toll With ETC</u>
Motorcycles	\$1.00	n/a
2 axles	2.00	\$ 1.50/0.75
3 axles	4.00	3.00
4 axles	6.00	4.50
5 axles	8.00	6.00
6 or more axles	2.00 per axle	1.50 per axle

Source: Lee County Department of Transportation



Lee County, Florida  
SUPPLEMENTAL SCHEDULES  
LEE COUNTY TRANSPORTATION FACILITIES  
September 30, 2017  
(unaudited)

TRANSPORTATION FACILITIES TRAFFIC, REVENUES AND EXPENSES BY BRIDGE

MIDPOINT MEMORIAL BRIDGE TRAFFIC, REVENUE AND EXPENSES

Year	TOLL PAYING TRAFFIC			Percentage Change	Gross Toll Revenues (000's omitted)	Operating and Maintenance Expenses <sup>(2)</sup> (000's omitted)	Net Revenues (000's omitted)
	Passenger Cars	Other Traffic <sup>(1)</sup>	Total				
2008 <sup>(4)</sup>	8,165,132	182,356	8,347,488	-52.49%	\$12,956	\$3,285	\$9,671
2009	6,944,989	151,143	7,096,132	-14.99%	12,515	3,816	8,699
2010	6,946,530	134,715	7,081,245	-0.21%	12,191	3,755	8,436
2011	6,900,623	122,758	7,023,381	-0.82%	12,127	3,669	8,458
2012	7,216,252	147,754	7,364,006	4.85%	12,865	3,726	9,139
2013	7,282,092	150,448	7,432,540	0.93%	13,203	3,654	9,549
2014	7,432,895	165,659	7,598,554	2.23%	14,164	3,888	10,276
2015 <sup>(3)</sup>	7,800,958	174,168	7,975,126	4.96%	14,988	3,412	11,576
2016 <sup>(3)</sup>	8,088,851	180,033	8,268,884	3.68%	15,831	3,355	12,476
2017 <sup>(3)</sup>	7,910,053	179,967	8,090,020	-2.16%	15,754	3,396	12,358

CAPE CORAL BRIDGE TRAFFIC, REVENUE AND EXPENSES

Year	TOLL PAYING TRAFFIC			Percentage Change	Gross Toll Revenues (000's omitted)	Operating and Maintenance Expenses <sup>(2)</sup> (000's omitted)	Net Revenues (000's omitted)
	Passenger Cars	Other Traffic <sup>(1)</sup>	Total				
2008 <sup>(4)</sup>	8,369,252	175,524	8,544,776	-50.50%	\$12,675	\$3,271	\$9,404
2009	7,363,719	142,032	7,505,751	-12.16%	12,541	3,419	9,122
2010	7,231,368	126,333	7,357,701	-1.97%	12,288	3,411	8,877
2011	7,235,214	121,674	7,356,888	-0.01%	12,163	3,339	8,824
2012	6,979,108	133,168	7,112,276	-3.32%	12,086	3,614	8,472
2013	7,198,104	136,590	7,334,694	3.13%	12,586	3,556	9,031
2014	7,521,133	147,931	7,669,064	4.56%	13,685	3,737	9,948
2015 <sup>(3)</sup>	7,872,440	150,196	8,022,636	4.61%	14,327	3,397	10,930
2016 <sup>(3)</sup>	8,114,891	152,000	8,266,891	3.04%	15,014	3,392	11,622
2017 <sup>(3)</sup>	7,925,272	146,445	8,071,717	-2.36%	14,819	3,565	11,254

SANIBEL CAUSEWAY TRAFFIC, REVENUE AND EXPENSES

Year	TOLL PAYING TRAFFIC(1)			Percentage Change	Gross Toll Revenues (000's omitted)	Operating and Maintenance Expenses <sup>(2)</sup> (000's omitted)	Net Revenues (000's omitted)
	Passenger Cars	Other Traffic <sup>(1)</sup>	Total				
2008	2,852,072	73,279	2,925,351	1.23%	\$12,461	\$1,737	\$10,724
2009	2,832,446	74,297	2,906,743	-0.64%	12,484	2,139	10,345
2010	2,831,860	66,150	2,898,010	-0.30%	12,434	2,088	10,346
2011	2,869,091	62,602	2,931,693	1.16%	12,375	2,038	10,337
2012	2,919,284	71,207	2,990,491	2.01%	12,833	2,458	10,375
2013	2,987,257	75,099	3,062,356	2.40%	13,341	2,433	10,907
2014	3,090,340	75,346	3,165,686	3.37%	14,104	2,597	11,507
2015 <sup>(3)</sup>	3,207,115	75,674	3,282,789	3.70%	14,715	2,251	12,464
2016 <sup>(3)</sup>	3,256,170	80,885	3,337,055	1.65%	15,040	2,250	12,790
2017 <sup>(4)</sup>	3,197,201	80,084	3,277,285	-1.79%	15,040	2,315	12,725

(1) Includes motorcycles and 3+ axle vehicles.

(2) Does not include depreciation.

(3) Operating and Maintenance Expenses do not include unfunded OPEB and Pension expenses.

(4) One-way tolling was implemented; tolls are only collected in the westbound direction and traffic figures include only one-way traffic.

Source: Lee County Department of Transportation

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

**Revenues, Operating Expenses and Debt Service Coverage**  
 Last Ten Fiscal Years  
 (dollars in thousands)

Fiscal Year	Revenues	Operating Expenses <sup>(1)</sup>	Net Available for Debt Service	Debt Service	Coverage
2008	\$ 39,395	\$ 11,864	\$ 27,531	\$ 16,211	1.70
2009	37,856	10,158	27,698	15,577	1.78
2010	37,013	10,291	26,722	15,549	1.72
2011	37,006	9,863	27,143	15,548	1.75
2012	37,817	9,426	28,391	15,600	1.82
2013	39,162	9,698	29,464	15,053	1.96
2014	41,966	10,158	31,808	15,756	2.02
2015	44,113	8,906 <sup>2</sup>	35,207	15,352	2.29
2016	46,008	8,910 <sup>2</sup>	37,098	14,230	2.61
2017	45,742	9,376 <sup>2</sup>	36,366	14,349	2.53

(1) Amount shown does not include depreciation or amortization expenses which are not considered an operating expense pursuant to the County's Bond Resolution.

(2) Pursuant to the County's Bond Resolution, operating expenses do not include unfunded OPEB and pension expenses. Years 2008 to 2014 include the annual OPEB cost in the operating expenses and is not adjusted for funding.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 September 30, 2017  
 (unaudited)

The following table lists the airlines serving the Airport, including all airlines operating passenger service into the Airport which have entered into an Airline-Airport Use and Lease Agreement with the Authority (the "Signatory Airlines").

Airlines Serving the Airport<sup>1</sup>

Domestic Carriers

American Airlines\*  
 Delta Air Lines\*  
 JetBlue\*  
 Frontier  
 Shuttle America  
 Southwest\*  
 Spirit Airlines\*  
 Sun Country  
 United\*

Regionals/Commuters

Atlantic Southeast  
 Endeavor Air  
 Express Jet  
 PSA Airlines  
 Republic  
 Shuttle America  
 Silver Airways  
 Skywest

International Air Carriers

AirBerlin  
 Air Canada  
 Sun Country  
 Westjet

Air Cargo Carriers

Federal Express  
 United Parcel Service

\* Denotes Signatory Airline as defined in Airline-Airport Use Agreements as of September 30, 2017.

(1) During the peak winter months, a number of other domestic and international charter airlines also operate at the Airport.

Source: Lee County Port Authority

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 September 30, 2017  
 (Unaudited)

Airport Enplanements October 2016 - September 2017

	<u>Commercial Air Carriers</u>	<u>Regionals/ Commuters</u>	<u>International Air Carriers</u>	<u>Domestic Charters</u>	<u>Total Enplanements</u>	<u>Total Enplanements for Month in Prior Year</u>	<u>Percentage Change</u>
October 2016	245,612	8,733	8,781	324	263,450	254,330	3.6%
November 2016	342,871	9,746	16,864	760	370,241	364,844	1.5%
December 2016	370,278	8,765	21,764	893	401,700	398,564	0.8%
January 2017	419,567	13,114	25,806	429	458,916	462,680	-0.8%
February 2017	422,347	11,967	25,016	871	460,201	490,249	-6.1%
March 2017	582,687	11,645	32,708	1,323	628,363	635,156	-1.1%
April 2017	522,743	10,131	28,763	2,526	564,163	495,241	13.9%
May 2017	316,177	8,280	8,438	562	333,457	323,023	3.2%
June 2017	254,012	7,828	6,830	613	269,283	252,550	6.6%
July 2017	249,873	8,235	8,728	1,307	268,143	243,759	10.0%
August 2017	226,899	7,793	9,313	1,069	245,074	219,132	11.8%
September 2017	147,869	4,858	4,735	1,215	158,677	193,469	-18.0%

The following table sets forth the historical enplanements for the Airport by air carrier type, as well as the annual percentage increase in enplaned passengers.

Historical Enplanements by Carrier Type

<u>Fiscal Year</u>	<u>Commercial Air Carriers</u>	<u>Regionals/ Commuters</u>	<u>International Air Carriers</u>	<u>Domestic Charters</u>	<u>Airport Total</u>
2008	3,644,495	130,160	90,815	3,118	3,868,588
2009	3,552,775	87,677	94,173	2,714	3,737,339
2010	3,541,118	73,477	103,544	3,236	3,721,375
2011	3,646,656	108,630	117,975	2,052	3,875,313
2012	3,491,950	58,721	121,323	4,959	3,676,953
2013	3,627,678	91,476	132,134	5,358	3,856,646
2014	3,746,073	93,886	147,248	2,109	3,989,316
2015	3,902,841	91,052	158,426	2,870	4,155,189
2016	4,030,128	103,863	188,683	10,323	4,332,997
2017	4,100,935	111,095	197,746	11,892	4,421,668
<u>Compounded Growth</u>					
2008-2017	1.32%	-1.74%	9.03%	16.04%	1.50%

Source: Lee County Port Authority

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

HISTORICAL LANDED WEIGHT BY AIRLINE (1000 lbs)

Airline	FY 2016		FY 2017	
	Landed Weight	Share	Landed Weight	Share
Southwest	881,816	18.2%	973,401	19.6%
Delta	1,007,416	20.8%	971,418	19.5%
American	610,911	12.6%	721,739	14.5%
JetBlue	620,730	12.8%	629,027	12.7%
Spirit Airlines	345,203	7.1%	399,904	8.0%
United	378,010	7.8%	395,919	8.0%
International Airlines	265,383	5.5%	269,511	5.4%
Frontier	244,952	5.1%	185,449	3.7%
Cargo	135,527	2.8%	175,769	3.5%
Sun Country	81,098	1.7%	88,291	1.8%
Endeavor Air	78,930	1.6%	88,167	1.8%
Republic Airline	20,701	0.4%	30,962	0.6%
Silver Airways	21,717	0.4%	20,406	0.4%
Domestic Charters	8,708	0.2%	8,651	0.2%
PSA Airlines	10,554	0.2%	7,203	0.1%
Shuttle America	16,519	0.3%	3,494	0.07%
SkyWest	2,157	0.04%	1,010	0.02%
Envoy	698	0.01%	742	0.01%
Express Jet	617	0.01%	529	0.01%
Atlantic Southeast	268	0.01%	201	0.00%
US Airways	109,186	2.3%	-	0.00%
<b>Total</b>	<b>4,841,099</b>	<b>100.0%</b>	<b>4,971,790</b>	<b>100.0%</b>

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

HISTORICAL ENPLANEMENTS BY AIRLINE

Airline	FY 2016		FY 2017	
	Enplanements	Share	Enplanements	Share
Southwest	891,773	20.6%	958,463	21.7%
Delta	915,183	21.1%	908,984	20.6%
American	564,425	13.0%	645,760	14.6%
JetBlue	556,246	12.8%	564,379	12.8%
Spirit Airlines	334,597	7.7%	380,380	8.6%
United	353,126	8.1%	378,453	8.6%
International Airlines	188,683	4.4%	197,746	4.5%
Frontier	239,071	5.5%	188,548	4.3%
Endeavor Air	63,839	1.5%	74,136	1.7%
Sun Country	70,849	1.6%	73,048	1.7%
Republic Airline	18,195	0.4%	24,494	0.6%
Silver Airways	14,356	0.3%	12,723	0.3%
PSA Airlines	8,827	0.2%	5,831	0.1%
Domestic Charters	5,948	0.1%	4,150	0.1%
Shuttle America	14,079	0.3%	2,920	0.1%
SkyWest	2,165	0.05%	964	0.0%
Express Jet	603	0.01%	503	0.01%
Atlantic Southeast	222	0.01%	186	0.00%
US Airways	90,779	2.1%	-	0.00%
Envoy Air	31	0.0%	-	0.00%
<b>Total</b>	<b>4,332,997</b>	<b>100%</b>	<b>4,421,668</b>	<b>100%</b>

Source: Lee County Port Authority

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

An Airport's air service is often measured through the distribution of its origin and destination (O & D) markets, which is a function of air travel demands and the airport's available nonstop service. The following table presents historical data on the Airport's top 30 O&D markets.

**PRIMARY DOMESTIC ORIGIN & DESTINATION PASSENGER MARKETS**

		Fiscal Year 2016				Fiscal Year 2017					
Rank	Market	Nonstop Service	Nonstop Miles	Total O&D Passengers	Percent of Total	Rank	Market	Nonstop Service	Nonstop Miles	Total O&D Passengers	Percent of Total
1	Boston	•	1,249	538,179	6.27%	1	Boston	•	1,249	574,774	6.58%
2	Chicago (O'Hare)	•	1,120	507,297	5.91%	2	Chicago (O'Hare)	•	1,120	488,334	5.59%
3	Detroit	•	1,085	494,303	5.76%	3	Detroit	•	1,085	483,149	5.53%
4	Minneapolis	•	1,416	437,010	5.09%	4	New York (Newark)	•	1,068	474,389	5.43%
5	New York (Newark)	•	1,068	357,056	4.16%	5	Minneapolis	•	1,416	472,664	5.41%
6	Chicago (Midway)	•	1,105	293,892	3.43%	6	Chicago (Midway)	•	1,105	312,388	3.57%
7	New York (La Guardia)	•	1,090	270,476	3.15%	7	Baltimore	•	946	269,687	3.09%
8	New York (JFK)	•	1,074	248,132	2.89%	8	Indianapolis	•	966	243,008	2.78%
9	Philadelphia	•	992	243,647	2.84%	9	New York (JFK)	•	1,074	230,541	2.64%
10	Indianapolis	•	966	242,374	2.83%	10	Cleveland	•	1,037	223,621	2.56%
11	Cleveland	•	1,037	216,279	2.52%	11	New York (La Guardia)	•	1,090	192,386	2.20%
12	Atlanta	•	515	208,881	2.44%	12	Atlanta	•	515	187,355	2.14%
13	Baltimore	•	946	198,978	2.32%	13	Philadelphia	•	992	186,631	2.14%
14	Milwaukee	•	1,183	180,476	2.10%	14	Columbus	•	930	185,728	2.13%
15	Washington (National)	•	892	175,024	2.04%	15	Washington (National)	•	892	178,460	2.04%
16	Columbus	•	930	170,236	1.98%	16	Hartford	•	1,180	177,587	2.03%
17	Hartford	•	1,180	167,770	1.96%	17	Milwaukee	•	1,183	175,292	2.01%
18	Atlantic City	•	982	162,493	1.89%	18	St. Louis	•	979	164,559	1.88%
19	St. Louis	•	979	156,630	1.83%	19	Atlantic City	•	982	149,712	1.71%
20	Pittsburg	•	966	147,702	1.72%	20	Pittsburg	•	966	141,748	1.62%
21	Denver	•	1,606	143,088	1.67%	21	Cincinnati	•	878	139,671	1.60%
22	Cincinnati	•	878	141,401	1.65%	22	Denver	•	1,606	131,776	1.51%
23	Dallas/Ft. Worth	•	1,017	127,719	1.49%	23	Dallas/Ft. Worth	•	1,017	92,413	1.06%
24	Buffalo	•	1,144	84,211	0.98%	24	Westchester County	•	1,102	78,838	0.90%
25	Westchester County	•	1,102	77,211	0.90%	25	Buffalo	•	1,144	76,024	0.87%
26	Providence	•	1,201	75,831	0.88%	26	Charlotte	•	600	71,315	0.82%
27	Kansas City	•	1,156	69,112	0.81%	27	Kansas City	•	1,156	69,412	0.79%
28	Charlotte	•	600	65,116	0.76%	28	Providence	•	1,201	69,169	0.79%
29	Akron/Canton	•	991	63,883	0.74%	29	Akron/Canton	•	991	64,050	0.73%
30	Nashville	•	722	57,740	0.67%	30	Grand Rapids	•	1,147	62,787	0.72%
Total - Top 30 Markets				6,322,147	73.7%	Total - Top 30 Markets				6,367,468	72.9%
Total - All Other Markets				2,255,911	26.3%	Total - All Other Markets				2,371,657	27.1%
Total - All Markets				8,578,058	100.0%	Total - All Markets				8,739,125	100.0%

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

Historical aircraft operations are defined as the arrival or departure of an aircraft. The following table presents historical data on the Airport's aircraft operations by carrier class.

*HISTORICAL AIRCRAFT OPERATIONS*

Fiscal Year	Commercial Air Carriers	Regionals/ Commuters	International Air Carriers	Domestic Charters	General Aviation <sup>1</sup>	All-Cargo	Military	Airport Total
2008	61,708	9,834	1,362	116	13,865	2,242	711	89,838
2009	59,780	8,114	1,370	102	12,744	1,608	808	84,526
2010	59,444	7,008	1,448	126	13,287	1,192	748	83,253
2011	60,904	7,582	1,568	100	12,758	1,112	578	84,602
2012	57,012	5,672	1,680	210	12,531	1,100	600	78,805
2013	58,830	6,630	1,888	178	11,533	1,106	682	80,847
2014	58,796	4,596	2,000	90	10,154	1,106	914	77,656
2015	58,784	4,566	2,148	146	10,354	1,132	1,313	78,443
2016	59,842	4,498	3,100	342	9,228	1,228	1,206	79,444
2017	60,786	4,662	2,838	418	10,971	1,320	1,284	82,279

Compounded Growth

2008-2017	-0.17%	-7.96%	8.50%	15.31%	-2.57%	-5.72%	6.79%	-0.97%
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<sup>1</sup> Also includes activity by miscellaneous air taxis.

Source: Lee County Port Authority

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (dollars in thousands)

HISTORICAL STATEMENT OF NET REVENUES<sup>1</sup>  
 FISCAL YEARS 2013-2017

OPERATING REVENUES:	2013	2014	2015	2016	2017
User fees	\$ 43,330	\$ 43,590	\$ 43,243	\$ 43,054	\$ 43,936
Rentals and franchise fees	2,880	3,078	3,039	3,197	3,517
Concessions	37,223	39,120	42,267	43,739	45,291
Interest revenue	322	175	330	762	1,515
Miscellaneous	24	247	231	248	405
Total Operating Revenues	<u>83,779</u>	<u>86,210</u>	<u>89,110</u>	<u>91,000</u>	<u>94,664</u>
OPERATING EXPENSES <sup>2</sup> :	2013	2014	2015	2016	2017
Salaries and wages	18,472	18,860	19,117	20,226	21,346
Employee benefits	7,918	8,573	8,876	9,223	9,602
Contractual services, materials and supplies	16,221	17,829	18,451	19,072	20,661
Utilities	3,824	3,840	4,147	4,081	4,061
Repairs and maintenance	1,625	2,208	2,194	3,174	2,937
Insurance	1,632	1,621	1,591	1,612	1,442
Other	1,931	1,946	1,496	1,756	1,617
Total Operating Expenses	<u>51,623</u>	<u>54,877</u>	<u>55,872</u>	<u>59,144</u>	<u>61,666</u>
NET REVENUES:	32,156	31,333	33,238	31,856	32,998
Transfers in <sup>3</sup>	2,616	2,678	2,832	2,838	2,891
Transfers in (Other) <sup>4</sup>	264	294	305	376	394
Debt service interest	16,459	16,039	15,552	14,939	14,456
Principal	8,470	8,900	9,285	9,750	10,230
TOTAL DEBT SERVICE:	<u>\$ 24,929</u>	<u>\$ 24,939</u>	<u>\$ 24,837</u>	<u>\$ 24,689</u>	<u>\$ 24,686</u>
BOND SERVICE REQUIREMENT COVERAGE BEFORE TRANSFERS	1.29	1.26	1.34	1.29	1.34
BOND SERVICE REQUIREMENT COVERAGE AFTER TRANSFERS	1.41	1.38	1.46	1.42	1.47

<sup>1</sup> Net Revenues are determined in accordance with the bond resolution as excerpted from the audited financial statements.

<sup>2</sup> Operating Expenses do not include depreciation, amortization, and unpaid pension and other postemployment benefits expense in accordance with the bond resolution.

<sup>3</sup> Includes transfers from surplus Passenger Facility Charges (PFC) used to pay debt service on the Series 2010 bonds in accordance with Federal Aviation Administration approvals.

<sup>4</sup> Other transfers include a Federal Inspection Station user fee of \$2.00 per deplaned passenger

Source: Lee County Clerk of Courts Finance and Records Department



CenturyLink Sports Complex Expansion  
 Project 202147  
 Construction Costs as of 6/30/18

<u>Construction Category</u>	<u>Actual Amount Spent</u>
Design	4,507,015.00
Permits	219,388.14
Testing	183,077.93
Construction	36,282,847.44
Direct Material Purchases (DMPs)	
Phase 1	1,667,350.49
Phase 2	2,749,329.86
Furniture and Equipment	263,876.49
Utilities	248,933.63
Miscellaneous	93,834.30
Minnesota Twins - Funding	<u>3,863,815.00</u>
Total Spent as of 6/30/18	<u><u>50,079,468.28</u></u>

The Minnesota Twins purchased the concession equipment. Since the food services equipment was not purchased by the County, the actual cost is not included in the above figures. The estimated cost of the equipment is \$2,143,296.

Lee County Land Acquisition of 14.29 acres in March 2001 for \$4,828,957 is not included in the above figures.

**STADIUM IMPROVEMENT  
SPRING TRAINING DEVELOPMENT AGREEMENT**

**BETWEEN  
LEE COUNTY  
AND  
MINNESOTA TWINS, LLC**

**DATE: NOVEMBER 6, 2012**

## TABLE OF CONTENTS

	Page
1. PURPOSES OF AGREEMENT AND DESCRIPTION OF PROJECT .....	2
A. Purposes of Agreement .....	2
B. Collaborative Effort .....	2
C. Description of the Project .....	3
D. County Capital Improvements Specifications .....	3
E. Ownership of Project .....	4
F. Construction of the Project and Club's Beneficial Rights.....	4
2. STADIUM IMPROVEMENT .....	4
A. Cooperation of the Parties.....	4
3. PROJECT MINIMUM REQUIREMENTS: DESIGN AND COMPLETION .....	6
A. Minimum Design .....	6
B. Completion.....	6
C. Design Documents .....	6
D. Timing of Critical Design Decisions .....	7
4. DESIGN.....	8
5. PROJECT BUDGET, FINANCE AND FUNDING .....	8
A. Project Budget.....	8
B. County Funding and Payment Obligation.....	8
C. Club Funding and Payment Obligation .....	10
D. Modifications .....	10
6. CONSTRUCTION ADMINISTRATION .....	11
A. County's Responsibilities.....	11
B. Changes of Agreements with Architect and the Construction Manager and the Design Documents .....	13
C. Project Work Schedule .....	13
D. Labor and Employment Issues.....	13
E. Insurance .....	13
7. ADDITIONAL OBLIGATIONS OF THE COUNTY .....	13
A. Reasonable and Necessary Actions for Issuance of Project Bonds .....	14

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
B. Dedication of the Supplemental Parcel to the Premises .....	14
C. State of Florida Development Funds .....	14
D. Completion of County Capital Improvements .....	14
8. REPRESENTATIONS AND WARRANTIES OF THE COUNTY .....	14
A. Authorization, Validity and Enforceability .....	14
B. No Conflicts .....	14
C. No Violation Of Laws .....	15
D. Litigation .....	15
E. Site Possession And Title .....	15
F. Environmental Matters .....	15
G. Notices Of Violations .....	15
H. Zoning .....	16
9. REPRESENTATIONS AND WARRANTIES OF THE CLUB .....	16
A. Organization, Authority And Location .....	16
B. Authorization, Validity And Enforceability .....	16
C. No Conflicts .....	16
D. No Violation Of Laws .....	16
E. Litigation .....	16
10. HOLD HARMLESS AND INSURANCE .....	17
11. TAXES .....	17
12. COUNTY DEFAULT/REMEDIES .....	17
A. County Defaults .....	17
B. County Default Remedies .....	18
C. Completion Default .....	18
D. Completion Default Remedies: Target Date .....	18
E. Completion Default Remedies - Outside Date .....	18
13. GENERAL PROVISIONS .....	19
A. Governing Law .....	19
B. Further Assurances .....	19

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
C. Remedies Cumulative .....	19
D. Entire Agreement and Amendment .....	19
E. Severalty .....	20
F. Force Majeure .....	20
G. Notices .....	21
H. Prohibition Against Assignment .....	21
I. Waiver .....	21
J. Headings .....	22
K. No Presumption Against Drafter .....	22
L. No Third Party Beneficiaries .....	22
M. Execution in Counterparts and Delivery of Electronic Signatures .....	22
N. Relationship of Parties .....	22
O. Major League Baseball .....	22
14. DISPUTE RESOLUTION .....	23
A. Mediation .....	23
15. DEFINITIONS .....	23

**EXHIBITS**

EXHIBIT A	STADIUM LAND AREA .....	1A
EXHIBIT B	PROJECT WORK SCHEDULE.....	1B
EXHIBIT C	PROJECT PROGRAM .....	1C
EXHIBIT D	PROJECT BUDGET .....	1D
EXHIBIT E	BASIS FOR PROJECT FINANCING PLAN .....	1E

**STADIUM IMPROVEMENT  
SPRING TRAINING DEVELOPMENT AGREEMENT**

**THIS STADIUM IMPROVEMENT SPRING TRAINING DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into on this 6th day of November, 2012 by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida (the "County") and the **MINNESOTA TWINS, LLC**, a Delaware limited liability company (f/k/a Minnesota Twins and Minnesota Twins Baseball Club) (the "Club") (collectively, the County and the Club are referred to herein as the "Parties" and individually, each a "Party").

**PREAMBLE RECITALS**

**WHEREAS**, the Club and the County entered into that certain Stadium Lease Agreement dated May 25, 1989, for the lease of the Premises, including, without limitation, the Lee County Sports Complex, a Major League Baseball Spring Training (defined below) and Minor League baseball facility in Lee County, Florida (the "**Original Agreement**"), for a period of twenty (20) years commencing with the calendar year 1991, inclusive; and

**WHEREAS**, the Club and the County amended and restated the Original Agreement pursuant to that certain Amended and Restated Stadium Lease Agreement dated August 3, 2004, for the purposes of, among other things, (i) reflecting the Parties' then current course of business dealings, and (ii) to establish an ongoing relationship between the Club and the County for an extended lease term that terminated (subject to renewals) upon the completion of the Club's 2020 Spring Training season (the "**Amended Agreement**"); and

**WHEREAS**, the Amended Agreement provides that the County and Club will meet on a periodic basis to review the design, specifications, quality and other attributes of the Premises (as defined below) in comparison to all Major League Baseball Spring Training stadiums recently constructed or renovated; and

**WHEREAS**, the County and the Club have conducted meetings to discuss the improvements and/or expansion necessary for the Premises to be brought to current Major League Baseball Spring Training standards and the County has engaged a consultant for such purpose, which consultant issued its report on June 4, 2012; and

**WHEREAS**, the County and the Club entered into that certain Conditional Lease Agreement dated June 19, 2012 (the "**Conditional Lease**") pursuant to which, among other things, the County and the Club conditionally agreed upon an extended lease of the Premises, subject to termination under certain conditions, including, without limitation, the failure to execute and deliver an Amended and Restated Lease (as defined below) and this Agreement on or before February 1, 2013; and

**WHEREAS**, the County has applied for and has been certified by the State of Florida to receive certain State Development Funds pursuant to Section 288.11621, Florida Statutes, for the County Capital Improvements (defined below) that are described and referred to in this Agreement; and

WHEREAS, the County has acquired a specific parcel of land (the "Supplemental Parcel") which are set forth in Exhibit A for the improvement of the Premises, and as an integral component of the Project.

WHEREAS, in compliance with the Parties' pledge to satisfy the conditions of the Conditional Agreement, the Parties are entering into this Agreement to create, among other things, a valid, legal and binding commitment to complete the expansion of and improvements to the Premises as described herein (the "County Capital Improvements"); and

WHEREAS, the Club and the County are concurrently entering into that certain Amended and Restated Stadium Lease Agreement (the "Amended and Restated Lease"), which Amended and Restated Lease must be executed, delivered by, and legally binding upon, each of the Parties hereto for this Agreement to be valid, enforceable and legally binding; and

WHEREAS, the totality of the County Capital Improvements, including, without limitation, the development, design, construction, commissioning and certificate of occupancy issued by the County arising from, incident to or in connection therewith, including, without limitation, financing activities, shall be referred to herein as the "Project," as further defined and described in Section 1.C.

#### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Preamble Recitals, each of which is incorporated by reference herein as an essential term hereof, the mutual covenants and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged; **IT IS AGREED AS FOLLOWS:**

#### 1. PURPOSES OF AGREEMENT AND DESCRIPTION OF PROJECT.

A. Purposes of Agreement. The purposes of this Agreement are to set forth the understandings and agreements of the Parties with respect to (i) the collaborative and cooperative efforts required of the County and the Club to advance and complete the Project, (ii) organization of a stadium design and construction working group, and to establish the duties of such group to manage the design, development, construction and commissioning of the Project, (iii) setting forth the basis upon which the Architect, contractor and other Project Consultants, and the subcontractors and suppliers to the Project, will be retained to perform services for the Project, (iv) adoption of the Project Program, (v) establish (A) the Project Work Schedule, and (B) a Project Budget, (vi) establishing the development and execution of the Project Financing Plan, including the offering and issuance of Project Bonds and (vii) facilitating the Parties' cooperation with all Governmental Authorities for Completion of the Project.

B. Collaborative Effort. Pursuant to the terms of this Agreement, the design and construction planning of the Project shall be a collaborative effort between the County and the Club.

C. Description of the Project. The Parties hereby agree, subject to the conditions, covenants and other obligations of this Agreement, that the Project shall consist of certain improvements to the Premises that are set forth in the report prepared by Populous, Inc. dated June 4, 2012 entitled "*Lee County Sports Complex Improvements*" (the "**Populous Report**"). The Populous Report shall be considered and is defined as the "**Preliminary Program**" which will form the basis of the Project Program described herein. The Preliminary Program includes, without limitation, the following:

- (1) Ballpark Improvements. The ballpark improvements anticipate site requirement improvements (public parking, pedestrian walkways and sidewalks, new entry sequence and certain renovation branding opportunities) and other improvements for: spectator facilities, food service and retail facilities, press facilities, club house facilities, service and operations facilities, administrative facilities, and circulation enhancements.
- (2) Spring Training Improvements. The Spring Training improvements anticipate improvements for (i) training (Major League Baseball practice field, batting tunnel, agility field and pitching mounds), (ii) player facilities improvements for the Minor League facilities (hydrotherapy, coaches rooms, grooming areas, training rooms and offices, and locker facilities), and (iii) administration (offices, reception, break room, circulation and restrooms).
- (3) Player Academy. The player academy improvements anticipate improvements for (i) housing, (ii) group spaces, (iii) dining facilities (dining room, kitchen and storage), (iv) administrative facilities (offices, study rooms and restrooms), and (v) ancillary space for enhanced circulation, storage, stairs and elevators.

The Populous Report is incorporated by reference herein, and as the Preliminary Program shall be the minimum standard required for the improvements to the Premises, which shall be further defined and informed pursuant to the Project Program developed under this Agreement. The Project Program shall include the Preliminary Program unless a change to the Preliminary Program is approved in writing by the Club (the "**County Capital Improvements**"). The County Capital Improvements, inclusive of all work to be performed in connection with the design, construction and commissioning thereto, including additions to the Premises site, is referred to in this Agreement as the "**Project.**"

D. County Capital Improvements Specifications. The County Capital Improvements shall be designed to conform to high quality MLB facility standards that (i) meet MLB Rules and Regulations and (ii) comply with Applicable Laws. The County Capital Improvements shall be designed, constructed and equipped with quality materials throughout, including, without limitation, fixtures, flooring, wall coverings, ceilings, lighting, all necessary mechanical, plumbing, air-handling and conditioning, electrical and



other systems and finishes, in each case substantially similar to the quality of materials presently used in the Premises.

E. Ownership of Project. Club acknowledges and agrees that the County owns the Premises and shall own all of the County Capital Improvements, together with all fixtures, equipment, furniture and related improvements being constructed on the Premises, with the exception of the concessions equipment and the other equipment and furniture furnished by the Club as more fully described in the Amended and Restated Lease and the Preliminary Program.

F. Construction of the Project and Club's Beneficial Rights. Construction of the Project is to be performed (i) utilizing funds received from the County and the Club pursuant to the County Payment Obligation and the Club Payment Obligation, and (ii) pursuant to the Project Budget, as the same may be revised from time to time in accordance with the terms of this Agreement and approval of the County's Board of County Commissioners. Notwithstanding the legal ownership of the Premises and the leasehold interest therein created by the Amended and Restated Lease, and subject to the terms of the Amended and Restated Lease upon commencement of the "Term" (as defined in the Amended and Restated Lease) thereunder, it is acknowledged that (a) Club or its Affiliates may pay for and construct or provide (or cause to be constructed or provided) certain installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements to be placed in or upon the County Capital Improvements, whether temporary or permanent (which may include funding of cost overruns); (b) Club or its Affiliates shall retain the sole beneficial and depreciable interest for tax purposes (to the extent of their respective investment and any funds arranged by them) in such items; and (c) for all income tax purposes neither County nor any other third party shall have the right to take depreciation deductions with respect to such items, or claim any other right to tax benefits arising from such items, such rights being exclusively reserved to Club and its Affiliates unless assigned by Club or any such Affiliate, in whole or in part, to one or more third parties.

## 2. STADIUM IMPROVEMENT.

A. Cooperation of the Parties. The Parties shall cooperate in the design and construction of the Project.

- (1) Club Representatives. The Club has designated authorized representatives of the Club as its agents and representatives authorized to act on the Club's behalf with respect to the Project. It is the responsibility of the Club Representatives to obtain timely, appropriate and adequate authority to act on the Club's behalf, including obtaining authority from the Club's governing body on issues described in this Agreement. All communications and submittals from the Club to the County shall be issued or made through the Club Representatives, unless the Club or the Club Representatives shall otherwise direct in writing. Only the signature on any document of the Club

Representative pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the Club.

- (2) County Representatives. County staff constitutes the County's representatives authorized to act on the County's behalf with respect to the Project. It is the responsibility of the County representatives to obtain timely and sufficient authority to act on the County's behalf including obtaining authority from the County's Board of County Commissioners as described in of this Agreement or as otherwise required by law. All communications and submittals from the County to the Club shall be issued or made through the County representatives, unless the County or the County representatives shall otherwise direct in writing. Only the signature on any document of the County representative that is designated pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the County.
- (3) Responsibilities of County Representatives and Twins Representatives. The Parties will manage the design and construction of the Project by performing the following responsibilities and finalizing the applicable documents pursuant to this Agreement, including, without limitation: (i) Project Program development; (ii) approval of commitments and expenditures under the Project Budget, as amended; (iii) the Project Work Schedule as set forth in Exhibit B; (iv) development of the design delivery schedule under the Architect Agreement; (v) Project Budget development and approval of commitments and expenditures under the Project Budget; (vi) management and direction of the Architect in its preparation of the Conceptual Design Documents, Schematic Design Documents and Design Development Documents and delivery of other services pursuant to the Architect Agreement; (vii) solicitation and recommendation for selection of the construction manager(s) and negotiation of the Construction Services Agreement(s) for construction services; (viii) undertaking such other aspects of the Project design and construction agreed to by the County and the Club; (ix) management and direction of the construction manager(s) in its delivery of construction services pursuant to the Construction Services Agreement; (x) development of the Project Program; and (xi) review and management of any claims under the Architect Agreement and the Construction Services Agreement for construction services.
- (4) Right to Attend Meetings. The Parties shall receive notice of and have the right to attend all Project related meetings with their respective consultants. Such persons shall have the right to

attend in person, by telephone or video conference call, or by other means which permit each Party to be verified and to hear and be heard by the others. The Parties shall receive all Project documents provided to the County or the Club under all Project related agreements at the same time they are provided to the other Party. All Project related meetings shall be held in Lee County, Florida unless otherwise agreed by the Parties and shall be scheduled at a regular time that generally allows the Parties and their respective staffs and consultants to attend.

- (5) Right to Receive Communications. The Parties shall receive copies of all communications that are received by the County or the Club from the Architect and all Project Consultants, in all matters arising from, in connection with or incident to the Project.

3. PROJECT MINIMUM REQUIREMENTS: DESIGN AND COMPLETION.

A. Minimum Design. The County agrees to cooperatively with the Club plan, design, construct and commission the Project for the Club's full and beneficial use of the Premises, including, without limitation, all of the various elements and detailed requirements described and set forth in the Preliminary Program and the Project Program to be attached to this Agreement when completed as Exhibit C.

B. Completion. The Completion of the Project shall occur on or before February 1, 2015 (the "Target Date"), but in no event later than February 1, 2016 (the "Outside Date")

C. Design Documents.

(1) Design Meetings.

(i) Members of the Parties' designated representatives, consultants or others as the Parties may attend meetings with the design team or portions thereof for the purpose of the design team developing the design and creating the design documents referenced in the Architect Agreement ("**Design Meetings**"). Each authorized representative and each Party shall receive notice of all such meetings.

(ii) If the Parties are unable to reach a design decision they will work diligently to resolve the dispute; **provided, however,** that the resolution cannot affect the Project Budget approved by the County's Board of County Commissioners unless such Board of County Commissioners approves said increase.

(iii) After timely notices of the dispute have been sent by each of the Parties' voting authorized representatives with respect to the disputed Critical Design Decision issue(s), the voting authorized representatives shall promptly attempt to achieve resolution of the disputed Critical Design Decision issue(s) by no later than the next Design Meeting.

(iv) All design decisions that are made in the Design Meetings shall be memorialized in minutes of the meeting prepared by the Architect and distributed to the Parties within no more than five (5) Business Days after the Design Meeting for review and approval by the authorized representatives at the next Design Meeting.

- (2) Conceptual Design. The Parties shall review the Conceptual Design Documents prepared and delivered by the Architect, provide timely review and input and approve the completed Conceptual Design Documents in accordance with the design delivery schedule.
- (3) Schematic Design. The Parties shall review the Schematic Design Documents prepared and delivered by the Architect, provide timely review and input and approve such Schematic Design Documents in accordance with the design delivery schedule. Upon the Parties approval of the completed Schematic Design Documents, the Authority shall direct the Architect to begin the "**Design Development Phase**" as defined and set forth in the Architect Agreement.
- (4) Design Development Documents. The Parties shall direct the Architect to prepare Design Development Documents and the Parties shall review and approve the Design Development Documents. During the development of the Design Development Documents, the Parties shall reach agreement upon and approve Critical Design Decisions for the Design Development Documents within the timeframe set forth in the Task List and design delivery schedule and the approved Project Budget (as approved by the County's Board of County Commissioners).

D. Timing of Critical Design Decisions. Pursuant to the Architect Agreement, the Parties will work with the Architect to develop a design delivery schedule. The Architect shall regularly update a task list (the "**Task List**") which identifies critical design decisions necessary to maintain the design delivery schedule, including decisions with respect to the Project Program and other material aspects of design of the County Capital Improvements ("**Critical Design Decisions**") necessary for the design of the Project to stay current with the design delivery schedule. The Parties acknowledge and agree that maintaining the design delivery schedule is essential for achieving the timely

completion of the design, commencement of construction, and the Completion of the Project within the Project Budget. The purpose of the Task List is to provide the timing and deadlines for the Parties to make Critical Design Decisions so that the Parties and Architect can adhere to the design delivery schedule and the Project Work Schedule.

4. **DESIGN.** It is further agreed by and between the Parties, that the final design plans, when mutually approved by the Parties in writing, shall be attached hereto as **Exhibit C** and shall thereafter become a part hereof for all intents and purposes, and shall specifically include a full and reasonably complete description of the physical facilities (real or personal) covered hereunder. The Parties agree that neither Party shall unreasonably withhold or delay approval of the final design plans. The County and the Club will have the right to approve the interim and final design plans for the Project, including, without limitation, the overall layout, space allocation, graphics, materials used, signage, and color scheme of the County Capital Improvements for the Premises. Such design shall be incorporated in a master design, development and construction plan (the "**Project Program**"), all elements of such Project Program for property owned by the County that is associated with or is part of the Project shall be subject to the written prior approval of the Club, which shall not be unreasonably withheld, delayed or conditioned.

5. **PROJECT BUDGET, FINANCE AND FUNDING.**

A. **Project Budget.** The project budget for the County Capital Improvements is set forth in **Exhibit D** (the "**Project Budget**"). The Project Budget sets forth the total amount of costs and expenses to be incurred for Completion of the Project. The costs and expenses set forth in the Project Budget include allocations for the design, development, construction, commissioning and delivery of the Premises for the beneficial use of the County Capital Improvements by and occupancy of the Club. The Project Budget contains all of the elements set forth in the Preliminary Plan, including, without limitation, permitting, design, engineering, construction, financing, build-out, furniture, equipment, fixtures, and all customary and traditional soft costs pertaining to a project of this nature; excluding land acquisition costs. The Project Budget may not be reduced without the written consent of both the County and the Club. The final Project Budget is subject to the written approval of the Club, which approval shall not be unreasonably withheld, delayed or conditioned. The Project Budget shall not include any costs and expenses arising from or relating to (i) the issuance of Project Bonds (defined below) by the County, including, without limitation, the costs and expenses of underwriters, investment bankers, attorneys, accountants and other professionals, underwriting discounts, and other costs of issuance of the Project Bonds, and (ii) any costs and expenses of the Club for retention of financial advisors, attorneys, accountants and other professionals, and similar costs.

B. **County Funding and Payment Obligation**

(1) **County Payment Obligation.** The Project Budget sets forth the general descriptions and approximate cost of the County Capital Improvements that will be the responsibility of and paid by the County; except for cost overruns related directly to the County

Capital Improvements for which the Club has the Club Payment Obligation set forth in Section 5.C below, the County shall be responsible for and remit any and all cost overruns arising from, in connection with or relating to the Project upon approval of the County's Board of County Commissioners (the "**County Payment Obligation**"). The County represents and warrants the proceeds from (i) the Project Bonds issued by the County pursuant to Section 5.B.(2), and (ii) the Sinking Fund Deposits deposited pursuant to Section 5.B.(3), shall be sufficient to fund the County Payment Obligation in its entirety; provided, however, if such funds are not sufficient to timely fund the County Payment Obligation, the Club covenants to advance up to one third or \$600,000 of its future contributions to the "Capital Improvements Fund" under, and as defined in, the Amended Agreement or the Amended and Restated Lease, as applicable, to supplement the sinking fund deficiency. The County agrees that such Club advances shall be credited against future payments set forth in Exhibit F of the Amended Agreement or the Amended and Restated Lease, as applicable. All funds derived from the net proceeds of the Project Bonds and the Sinking Fund Deposits will be deposited to a sub-account dedicated to the Project of the County's "Stadium Attractions Trust Fund" (the "**Trust Fund**"). These amounts deposited to the Trust Fund shall be used solely for the benefit of the Project.

- (2) Project Bonds. On or before on or before April 1, 2013, but no later than January 1, 2014, the County will issue certain capital revenue bonds or such other financial instruments or funds that the County may reasonably select at its option to finance and fund substantially all of its County Payment Obligation related to the Project (the "**Project Bonds**"). If appropriate and prior to receiving bond proceeds the County may use other sources to fund Project costs which will be reimbursed from the bond proceeds at the appropriate time. In connection with the issuance of the Project Bonds, the County shall engage the services of an underwriter/investment banker to achieve the lowest cost of financing and maximum proceeds from the Project Bonds. The County's underwriter/investment banker shall assist the County in preparation of a detailed financing plan (the "**Project Financing Plan**") to achieve the Project Bond proceeds. The basis of the Project Financing Plan shall be the financing plan assumptions, calculations and presentation set forth on Exhibit E. The Project Bonds shall be secured by a pledge of the County's "Tourist Development Tax Revenues." The Project Financing Plan will also incorporate a reasonable assumption as to an average annual growth rate concerning the

annual amount of such "Tourist Development Tax Revenues," based on historical experience, which the County is projected to receive during the term of the Project Bonds, and will also incorporate a structured principal amortization schedule on the Project Bonds to minimize any potential revenue shortfalls. The County shall maximize State Development Funds in compliance with Section 7.C. The Project Financing Plan shall be subject to the written approval of the Club, which shall not be unreasonably withheld, delayed or conditioned.

- (3) Sinking Fund Deposits. The County shall authorize and approve in accordance with Applicable Laws a three (3) year annual sinking fund allocation for the Project in the amount of \$2.2 million to complete the funding of the County Payment Obligation, the \$2.2 million deposits for which shall be made to the Trust Fund on (i) the day following execution and delivery of this Agreement, (ii) October 1, 2014, and (iii) October 1, 2015, or as funds are required by the Project (collectively, the "**Sinking Fund Deposit(s)**", and individually each a "**Sinking Fund Deposit**"). The County's authorization for the sinking fund and the remittance of the annual Sinking Fund Deposits shall mandate the allocation and disbursement of County monies to the Trust Fund through the Sinking Fund Deposits. The funding of the Sinking Fund Deposits shall have priority over all other County debt obligations other than senior lien debt service for the County's Series 2004 and Series 2010 debt obligations.

C. Club Funding and Payment Obligation. The Project Budget sets forth a description of the County Capital Improvements that will be the responsibility of and paid by the Club as construction is performed on such improvements ("**Club Payment Obligation**"). The Club Payment Obligation arises in connection with the addition of the player academy dormitory/sleeping rooms. The approximate cost of the player academy dormitory/sleeping rooms is \$3.9 million. The County and the Club shall establish procedures by which the Club shall remit funds for the Club Payment Obligation on a requisition-approval-payment basis pursuant to which all costs associated with such Club Payment Obligation are timely made. The Club also intends to update certain concession equipment for the Premises, with an estimated approximate value of \$2.1 million, which is not included in the Project Budget.

D. Modifications. The Parties recognize that a large portion of the Project will be financed with proceeds from the Project Bonds. Accordingly, the Parties agree to make best efforts to cooperate with one another in the County's qualification of the Project Bonds for tax exempt status under federal tax laws, and to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds; provided, however, that the Club shall not be obligated to incur out-of-pocket costs and expenses in connection with such cooperation.

6. CONSTRUCTION ADMINISTRATION.

A. County's Responsibilities. The County shall be responsible for managing, directing, supervising and coordinating the planning, design and construction of the Project in accordance with the Preliminary Program, the Project Program, and the Project Work Schedule and the Project Budget. The County shall be responsible for the continuous, orderly and uninterrupted performance of all aspects of the County Capital Improvements work required in connection with the construction of the County Capital Improvements in accordance with the contract documents and this Agreement, including, without limitation, those matters set forth above, and:

- (1) Retaining the services of specialty consultants.
- (2) Preparing, or causing to be prepared, the Project Budget.
- (3) Updating the Project Work Schedule on a monthly basis and delivering a copy of same to the Club.
- (4) Obtaining or causing to be obtained all Permits, and to the extent required by this Agreement, all Required Environmental Permits.
- (5) Retaining and supervising the personnel reasonably required in order to properly perform the County Capital Improvements on the Premises.
- (6) Maintaining complete and accurate books and records, consistent with industry standards, regarding the design and construction of the County Capital Improvements including, without limitation, records relating to the contract documents, design documents, change orders, as built drawings, applications for payment, Permits, insurance policies, correspondence, bills, vouchers, receipts and lien waivers.
- (7) Taking all action reasonably required to comply with all Applicable Laws and taking all reasonable action required to cause the Architect and the construction manager and all other agents and contractors engaged by, or acting on behalf of, the County to design and construct the County Capital Improvements in accordance with Applicable Laws.
- (8) Furnishing promptly to the Club Representatives, all documents and information required to be provided pursuant to this Agreement and all other information that the Club Representative may reasonably request. The County shall promptly provide to the Club Representative copies of any and all legal notices received by the County affecting in any manner the Project.



- (9) Notifying promptly the Club Representative, of any claim, suit, proceeding or action that is initiated or threatened in connection with the Project.
- (10) Providing the Club, upon completion of construction, with an original print and one (1) sepia print or disk of as-built construction drawings depicting the Project.
- (11) Supervising punch list and warranty work after completion of construction of the County Capital Improvements work. A post-completion warranty inspection shall occur under the supervision of the County and the Club prior to the first anniversary of the Completion Date.
- (12) Establishing and updating, as necessary, the schedule of dates for delivery of various design documents for review and approval of the Club.
- (13) Scheduling Project meetings to which the Club Representative is invited not less than weekly, and preparing minutes for all Project meetings and providing a copy of same to the Club Representative.
- (14) Providing the Club with copies of all contracts and subcontracts and all amendments thereto.
- (15) Causing the Completion of the Project in accordance with the Project Work Schedule and the contract documents.
- (16) Providing the Club with monthly progress reports containing such financial information as the Club may reasonably request relating to Project costs, including, without limitation, all expenditures by the County during the preceding month and a proposed monthly budget for the upcoming month.
- (17) Supervising and coordinating, or causing the construction manager to supervise and coordinate, the construction of the County Capital Improvements so that the County Capital Improvements is constructed, equipped, furnished and completed in a good and workmanlike manner in accordance with the contract documents, lien free as provided in this Agreement, by the Target Date in accordance with all Applicable Laws and employing such consultants as may be reasonably required to insure that quality control appraisals of the County Capital Improvements are conducted throughout the construction period in a manner consistent with industry standards.

B. Changes of Agreements with Architect and the Construction Manager and the Design Documents. The Club shall have the right to approve any Material Change to the Architect Agreement or the Construction Manager Agreement and the Preliminary Program. For purposes of this Agreement a material change ("**Material Change**") shall mean a change, modification or amendment which (i) involves a revision in the sum payable by County to the Architect in an amount in excess of \$50,000, or to the construction manager where the cost of work is in excess of \$50,000, or (ii) will result in a required revision of the Preliminary Program or the Project Program which materially affects the appearance or functionality of the Premises, including, without limitation, County Capital Improvements or which will materially modify public access to the County Capital Improvements or materially reduces the number of restrooms, or materially changes the number or configuration of seats, or which materially alters the LEED Certification Plan, if any, of the County Capital Improvements, or adds or eliminates significant elements from the County Capital Improvements described in the previously approved Preliminary Program or the Project Program, and any other change that materially affects the future public use of the County Capital Improvements.

C. Project Work Schedule. The Parties have prepared the Project Work Schedule setting forth the date that construction will start, and time parameters required so that Completion of the Project will occur on or before the Target Date, subject to extensions as a result of Force Majeure Event. Modifications of the Project Work Schedule which will require an extension of the Target Date to the Outside Date, or which are otherwise material, must be approved by the Club Representative, which approval will not be unreasonably withheld, delayed or conditioned. All County Capital Improvements work shall be performed by the construction manager in a good and workmanlike manner in conformity with the Project Program so that on the Completion Date the County Capital Improvements are in good working order and condition, in compliance with all Applicable Laws, suitable for occupancy, and ready for full and immediate use.

D. Labor and Employment Issues. The County shall cause the construction manager to administer any project labor agreement covering construction of the Project.

E. Insurance. The County will procure and maintain (from the funds allocated for the Project in the Trust Fund) the comprehensive "owner controlled" insurance program, a summary of which shall be prepared by the County, which shall set identify all insurance required to be maintained by or on behalf of the County and any trade contractor with respect to the Project at all times until final Completion of the Project, and for a period of three (3) years after the Completion Date. The Club and its Affiliates, officers, directors, members, employees, representatives and agents shall be named as additional insureds with respect to all such policies of insurance, with the exception of workers compensation, employer liability and professional services coverages.

7. ADDITIONAL OBLIGATIONS OF THE COUNTY. The County agrees to undertake the following obligations for the benefit of the Club and the development of the Premises:

A. Reasonable and Necessary Actions for Issuance of Project Bonds. The County further agrees to promptly take all reasonable and necessary actions as required by Applicable Laws, including, without limitation, amending relevant ordinances, to authorize, plan, implement and consummate the issuance of the Project Bonds.

B. Dedication of the Supplemental Parcel to the Premises. The County covenants that the Supplemental Parcel shall be used solely for the benefit of the Project and shall become part of the Premises.

C. State of Florida Development Funds. The stadium facility improvements grant made by the State of Florida to the County following the entering into the Agreement required by Florida Statute § 288.11621 and upon award and disbursement of said funds (the "**State Development Funds**") shall be used by the County solely for the funding of the Project, and shall not be used for any other purpose. By way of clarification, the State Development Funds shall not be used in any way for the improvement, development or construction of any other professional sports franchise facility located in Lee County, Florida. The County covenants that it shall make best efforts to maximize the receipt of the State Development Funds, including revision of County ordinances and other Applicable Laws which would facilitate funding of the County Payment Obligation in one (1) bond offering. The foregoing shall be incorporated to the County's Project Financing Plan.

D. Completion of County Capital Improvements. The County and the Club covenant that each will work in good faith to complete the design, construction, commissioning and delivery of the Premises to the Club for its beneficial use and occupancy. The County agrees to use all reasonable efforts to complete the Project on or before the Target Date, but no later than the Outside Date.

8. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants to the Club that:

A. Authorization, Validity and Enforceability. The County has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the County of this Agreement have been duly authorized and approved by all necessary County actions, all of which have been obtained and remain in effect. The County individual duly authorized to execute this Agreement on behalf of the County has so executed this Agreement. This Agreement constitutes, when executed, the valid and legally binding obligations of the County, enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

B. No Conflicts. The execution, delivery and performance of this Agreement will not result in a violation of, in any material respect, of any provision of any other agreements, instruments, contracts, judgments or decrees to which the County is a party, or by which the County or its assets may be bound or affected, including, without

limitation, the County's organizational documents and any written rule, regulation or policy of the County.

C. No Violation Of Laws. Except as otherwise previously disclosed in writing to the Club, the County has complied in all material respects with all Applicable Laws with respect to the Premises and the County Capital Improvements or the transactions contemplated in and by this Agreement; and the County is not in default with respect to any judgment, Order, injunction or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement. Neither the execution, delivery nor, performance of this Agreement by the County violates the articles of incorporation, by-laws, or any or resolution of the County, or any other agreement or instrument to which the County is subject or by which the County is bound.

D. Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the County, threatened against the County seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or which might materially and adversely affect the use and operation of the Premises or the County Capital Improvements as contemplated in and by this Agreement or the performance of the County hereunder.

E. Site Possession And Title. The County holds good and marketable title to the Premises, and all land and land rights thereto, free and clear of all liens and encumbrances. No person other than the County has any right to possession of all or any portion of the Premises. To the best of the County's knowledge, no structure or improvement located on an adjacent parcel encroaches on the Premises. The County shall take all reasonable actions, at its sole cost and expense, to promptly eliminate any title defects. Except as expressly permitted under this Agreement, the County shall not create any lien, encumbrance, easement, license, right-of-way, covenant, condition or restriction which would encumber the Premises and materially diminish, impair or disturb the rights of the Club under this Agreement, the Amended Lease and/or the Amended and Restated Lease.

F. Environmental Matters. No activity of the County at the Premises has been or will be conducted in violation of any environmental law.

G. Notices Of Violations. To the knowledge of the County, the Premises and the use and operation thereof are in material compliance with all Applicable Laws. The County has not received any written notice from any Governmental Authority with respect to the Premises or any portion thereof or any buildings or improvements thereon that (i) relates to violations of any Applicable Laws, (ii) claims any defect or deficiency with respect to any of the Premises or any buildings or improvements thereon or (iii) requests the performance of any repairs, alterations or other work to or in any portion of the Premises or in the streets bounding the same.

H. Zoning. The Premises has a zoning classification of **CF-2 (Community Facilities) and CPD (Commercial Planned Development)** and the use of the applicable portions of the Premises for the County Capital Improvements is in compliance therewith. The Premises consists of one or more lawfully separately subdivided parcels of property.

9. REPRESENTATIONS AND WARRANTIES OF THE CLUB. The Club hereby represents and warrants to the County that:

A. Organization, Authority And Location. The Club is duly organized, validly existing and in good standing under the laws of Delaware. The Club has all requisite partnership power and authority to enter into this Agreement. The principal place of business and the principal assets of the Club and of each of its Affiliates are located in Hennepin County, Minnesota.

B. Authorization, Validity And Enforceability. All appropriate action on behalf of the Club necessary for the authorization, execution, delivery and performance of all obligations of the Club under this Agreement has been taken. All consents and approvals of any third person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute the valid and legally binding obligation of the Club enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

C. No Conflicts. The execution, delivery and performance of this Agreement will not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Club is a party or by which the Club or its assets may be bound or affected, including, without limitation, the Club's organizational documents, nor will the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Club is a party or by which the Club or its assets may be bound or affected.

D. No Violation Of Laws. Except as otherwise disclosed in writing by the Club to the County, the Club has received no written notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Club with Applicable Laws; and the Club is not in default with respect to any judgment, Order, injunction or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

E. Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the Club, threatened against or which affects the Club which has been served upon or of which the Club has knowledge, which could have a material adverse affect upon the Club's performance under this Agreement or the financial condition or business of the Club. There are no outstanding judgments against the Club.

10. **HOLD HARMLESS AND INSURANCE.** To the extent permitted under Florida Statute §768.28 the County agrees to indemnify, defend, save and hold the Club, and its respective Affiliates (including parent, brother-sister and other entities under common control with the Club), and their respective members, partners, owners, managers, officers, employees, agents, representatives and other persons or entities acting on behalf of the Club, harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable costs of investigation, reasonable attorney's fees at trial or appellate level, and all court costs arising out of injury to or death of persons and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of, or in connection with, the design and construction of the Project, including claims brought by any person relating to compliance with federal or state disability laws or requirements. In the event such indemnification is limited by any law (including, without limitation, Florida Statute § 768.28), the Party so limited shall furnish a general liability insurance policy with a company and in an amount reasonably satisfactory to the Party to be indemnified. The County shall provide that the Club is an additional insured under all policies of insurance relating to the Project, including, without limitation, insurance required of all contractors, consultants, subcontractors and others contracting in connection with the Project.

11. **TAXES.** It is the intent and understanding of the Parties that the leasehold interest held by the Club pursuant to this Agreement shall be exempt from ad valorem taxation pursuant to Chapter 196.199, Florida Statutes for so long as such statutory exemption remains in effect.

12. **COUNTY DEFAULT/REMEDIES.** It is understood that the County has agreed to undertake certain obligations set forth in this Agreement in order to induce the Club not to elect an early termination of the Conditional Lease and further to induce the Club to enter into a new thirty (30) year lease for the Premises pursuant to the Amended and Restated Lease. It is further agreed that the Club will sustain substantial economic damages if the County would fail to fulfill one or more of the obligations set forth herein. Accordingly, the Parties agree that the Club shall be entitled to receive the following remedies in the event that one or more of the following defaults shall occur:

A. **County Defaults.** The County shall have defaulted on its obligations set forth herein (individually and collectively referred to as "**County Default**") if any of the following occurs:

- (i) The County fails to select the Architect(s), engineer(s) and construction firm(s), which are approved by the Club on or before March 6, 2013; or
- (ii) The County fails to establish and deposit sufficient monies (together with interest earnings) to pay one hundred percent (100%) of the Project Budget allocated to the County Payment Obligation for the County Capital Improvements (this amount excludes the Club Payment Obligation) in accordance with the Project Financing Plan as provided in **Section 5.B.(2)**

- (iii) The County does not complete the Project and commission the Premises for full use and enjoyment by the Club on or prior to February 1, 2016.

B. County Default Remedies. Upon the occurrence of a County Default, the following remedies shall be available to the Club:

- (i) The Club may elect, by written notice delivered to the County within sixty (60) days from the date on which a County Default shall have occurred, to terminate this Agreement, and all obligations of the Club under this Agreement, and/or terminate the Amended and Restated Lease, and all obligations of the Club under the Amended and Restated Lease, and upon such terminations the applicable agreement shall be voided and of no further effect; and

C. Completion Default. In the event the County fulfills the obligations set forth in Section 12.A above, but the Completion of the Project by the County fails to occur by either (i) the Target Date, or (ii) the Outside Date, the County shall have defaulted in its obligation to the Club ("**Completion Default**").

D. Completion Default Remedies: Target Date. Upon the occurrence of a Completion Default by failing to achieve Completion of the Project on or before the Target Date, the following remedies shall be available to the Club:

- (i) the Club shall be relieved of the obligation to make lease payments until Completion of the Project under both or either of the Amended Agreement and the Amended and Restated Lease.

E. Completion Default Remedies - Outside Date. Upon the occurrence of a Completion Default by the Outside Date, the following remedies shall be available to the Club:

- (i) The Club shall be released of its obligation to make lease payments under the Amended Agreement, and any other agreement arising in connection with the Premises, from and after the Outside Date; and
- (ii) The County shall pay the Club a sum of money to compensate the Club for the loss of revenue the Club would have received but for the Completion Default related to the Target Date ("**Lost Revenue**"). Lost Revenue shall be calculated for each calendar year (maximum of three (3) years) after the Target Date and shall be paid to the Club on or before February 1 of each calendar year in which any Completion Default has not been cured by the County. The amount of Lost Revenue to be paid to the Club shall be calculated (for each year in which the Completion Default has not been cured by February 1 thereof) by adding together the following four (4) revenue elements:

- (1) Lost Ticket Revenue: since the attendance capacity of the new Major League Stadium component of the Project would allow the Club to sell a minimum of 1,000 additional attendee tickets, the Parties agree that the amount of incremental lost ticket revenue will be calculated as follows: the average ticket priced charged per attendee for a Club Spring Training game for the Spring Training season played in the Premises (as defined in the Amended Agreement) multiplied by the number 1,000; plus
  - (2) Lost Sponsorship Revenue: the incremental amount of lost sponsorship revenue derived from the Project including, without limitation, the sale of advertising and naming rights that the Club would have received by playing in the new Major League Stadium; plus
  - (3) Suite Revenue: the amount of incremental Lost Revenue the Club would have received from the rental of suites that are included in the design plan for the new Major League Stadium; and plus
  - (4) Parking Revenue: the amount of incremental net parking revenue the Club would have received from playing in the new Major League Stadium.
- (iii) The Club shall have the right to terminate this Agreement, the Amended Agreement and/or the Amended and Restated Lease if the County has not cured the Completion Default within one (1) calendar year of the Target Date.

### 13. GENERAL PROVISIONS

A. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

B. Further Assurances. The Parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and request for such instrument shall be made.

C. Remedies Cumulative. The specified remedies to which the Parties may resort under the terms of this Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach by either Party of any provision or provisions of this Agreement.

D. Entire Agreement and Amendment. This Agreement, in addition to the Amended Agreement and the Amended and Restated Lease, contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither Party has relied on any representation, express or implied, not



contained in this Agreement or the simultaneous or prior writings heretofore. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

E. Severalty. If any provisions of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

F. Force Majeure. A "Force Majeure Event" is any event that (a) restricts or prevents performance by either Party under this Agreement, (b) is not within the reasonable control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include, but not limited to, failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, acts of other Governmental Authorities (except with respect to the grant and remittance of State Development Funds), civil disturbances, sabotage, work stoppages (i.e. strikes), accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain Permits from any Governmental Authority for the Project (except Permits issued by the County or as to which the County has oversight or control), restraint by court Order, and changes in Applicable Laws (excluding laws or ordinances enacted by the County) that affect performance under this Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default with respect to any obligation if performance cannot occur due to a Force Majeure Event; provided, however, such performance shall be excused only for the period to include declaration of emergency and clean-up of the Force Majeure Event, and the Party assisting the Force Majeure Event shall promptly and in good faith recommence performance of its obligations hereunder. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. If a Party's ability to perform its obligation under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate reasonable efforts to remove the cause of the Force Majeure Event or to lessen its effect. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than reasonably necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform. A single Force Majeure Event in Lee County, Florida shall not excuse the failure of the County to meet the Outside Date with respect to Completion of the Project, and shall not limit or otherwise affect the rights of the Club with respect thereto.

G. Notices. Any notice required to be given hereunder shall be in writing, and mailed by U.S. Certified Mail, Return Receipt Requested, addressed to the Parties as follows unless a different addressee is later designated by either Party under this notice provision:

**For notices to the Club:**

Dave St. Peter  
President  
Minnesota Twins, LLC  
Target Field  
1 Twins Way  
Minneapolis, MN 55403

**With a copy to:**

Michael J. Grimes  
Briggs and Morgan, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2157

**For notices to the County:**

Lee County Manager  
P.O. Box 398  
Fort Myers, FL 33902-0398

Director of Lee County Parks and Recreation  
P.O. Box 398  
Fort Myers, FL 33902-0398

**With a copy to:**

Lee County Attorney  
P.O. Box 398  
Fort Myers, FL 33902-0398

H. Prohibition Against Assignment. The County shall not assign or transfer this Agreement or any of the County's rights or obligations hereunder, without the Club's prior written consent, and subject to such conditions as the Club may reasonably require.

I. Waiver. No action taken pursuant to or related to this Agreement, including, without limitation, any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party's exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or

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

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

K. No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between entities sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

L. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any third person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

M. Execution in Counterparts and Delivery of Electronic Signatures. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

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

O. Major League Baseball. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training territory of the Club as established and amended from time to time. No rights,

exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

14. **DISPUTE RESOLUTION.** The Parties agree to attempt to settle by mediation any dispute or controversy that may arise between the Club and the County regarding operation, maintenance and the rights or duties hereunder of either Party, as hereafter provided, and the mediator will determine the controversy in accordance with the laws of the State of Florida as applied to the facts as found. Notwithstanding the foregoing, any controversy arising between the Parties with respect to a Party's exercise of termination rights, any monetary sums due and owing including, without limitation, lease payments and other monetary liabilities arising under any agreement between the Parties (including, without limitation, the Amended Agreement and the Amended and Restated Lease) shall not be mediated and each Party shall have available to it all other remedies available at law or in equity.

A. **Mediation.** In any case hereunder in which it shall become necessary to resort to mediation, such mediation by the Parties shall be conducted as provided for in this **Section 14.**

- (1) **Notice of Mediation.** The Party desiring mediation shall give written notice thereof to the other Party, specifying in such notice, the specific question or questions to be mediated.
- (2) **Selection of Mediator.** Within fifteen (15) days after service of such notice each Party shall provide the other with the names of at least three (3) persons to act as a mediator in the matter. The mediator will be selected by the Parties within fifteen (15) days following the exchange of names by mutual agreement.
- (3) **Meeting with the Mediator.** The mediator shall meet with the Parties at all participants' convenience and mediate the matter. If unsuccessful, the Parties may then utilize all lawfully available means to resolve the issue.

15. **DEFINITIONS.**

"**Affiliates**" means any entity or association (including governmental entities) that, directly or indirectly, through one or more intermediaries, controls, is controlled by or under common control of any individual or entity, including subsidiaries and brother-sister entities.

"**Agreement**" shall have the meaning set forth in the preamble.

"**Amended Agreement**" shall have the meaning set forth in the Preamble Recitals.

**"Amended and Restated Lease"** shall have the meaning set forth in the Preamble Recitals.

**"Applicable Laws"** means any and all present and future laws (including, without limitation, all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, Governmental Approvals, requirements and Orders that have been adopted, enacted, implemented, promulgated, Ordered, issued, entered or deemed applicable by or under the authority of Governmental Authority having jurisdiction over a specified person or entity (or the properties of such person or entity), including, without limitation, environmental laws applicable to the County, the Club and other applicable persons or entities in connection with the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Project.

**"Architect"** shall mean the individual or entity engaged to provide design and architectural services, among other things, for the Project pursuant to the Architect Agreement. The Architect shall be solicited and engaged in accordance with Applicable Laws, including all local and state procurement procedures and regulations.

**"Architect Agreement"** shall mean the written architect agreement entered into between the Authority and the Architect for the Project.

**"BOC"** shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

**"Business Day"** shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in Minneapolis, Minnesota, or Fort Myers, Florida.

**"Club"** shall have the meaning set forth in the preamble.

**"Club Payment Obligation"** shall have the meaning set forth in Section 5.C.

**"Club Representatives"** shall mean Dave St. Peter, Kip Elliot, Matt Hoy, Bill Smith, Dan Starkey and Brian Maloney, or any successor to the foregoing persons designated by the Club by notice to the County.

**"Commissioner"** shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

**"Completion Date"** shall mean the date on which the Completion of the Project occurs, which shall not be later than the Target Date and, if one Target Date is not met, the Outside Date, unless the Parties otherwise agree in writing.

**"Completion Default"** shall have the meaning set forth in Section 12.C.

**"Completion of the Project"** means the County's completion of the Project in accordance with the terms hereof, including, without limitation, the commissioning of the Premises and delivery to the Club of a final certificate of occupancy issued by the County entitling the Club to occupy and enjoy the full beneficial use of the Premises for its intended purpose.

**"Conceptual Design Documents"** shall mean the Preliminary Program, the Project Work Schedule, any programming reports, any pre-design documents, concept sketches and renderings illustrating the scale and relationship of the Project components.

**"Conditional Lease"** shall have the meaning set forth in the Preamble Recitals.

**"Construction Services Agreement(s)"** shall mean a construction services agreement(s) to be entered into by and between the County and the construction manager(s) for construction services.

**"County"** shall have the meaning set forth in the preamble.

**"County Capital Improvements"** shall have the meaning set forth in the Preamble Recitals and as set forth in Section 1.C.

**"County Default"** shall have the meaning set forth in Section 12.A.

**"County Payment Obligation"** shall have the meaning set forth in Section 5.B.(1).

**"Critical Design Decisions"** shall have the meaning set forth in Section 3.D.

**"Design Development Documents"** shall mean the drawings, specifications and other documents prepared by the Architect that establish and describe the size and character of the Project as to architectural, civil, structural, landscape, mechanical and electrical systems, graphics and signage, and other elements, and which include typical construction details, equipment layouts and specifications that identify major materials and systems and as more specifically described in the Architect Agreement.

**"Design Meetings"** shall have the meaning set forth in Section 3.C.(1).

**"Force Majeure Event"** shall have the meaning set forth in Section 13.F.

"**Governmental Authority**" means any national, state, county, city, town, village, municipal or other local governmental department, commission, board, bureau, agency, authority or instrumentality, or any political subdivision thereof, and any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, having jurisdiction over the persons or entities, or matters in question.

"**Lost Revenue**" shall have the meaning set forth in Section 12.E.(ii).

"**Major League Baseball**" or "**MLB**" shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

"**Major League Baseball Club(s)**" or "**Major League Club(s)**" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"**Major League Constitution**" shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

"**Major League Stadium**" shall have the meaning set forth in Section 2(A) of the Amended and Restated Lease.

"**Master Project Budget**" shall mean the master project budget as developed by the Parties and updated, modified, supplemented, or amended from time to time in accordance with this Agreement.

"**Material Change**" shall have the meaning set forth in Section 6.B.

"**Minor League(s)**" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

"**MLB Approval**" shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

"**MLB Entity**" shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future Affiliates, assigns or successors.

"**MLB Governing Documents**" shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of November 1, 2006, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

"**MLB Rules and Regulations**" shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

"**Order**" means any judgment, award, decision, directive, consent decree, injunction (whether temporary, preliminary or permanent), ruling, writ ordered adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Government Authority or arbitrator (but as to an arbitrator, with respect to injunctive and equitable relief, only to the extent permitted by this Agreement) that is binding on any person or entity, or its property under Applicable Laws.

"**Original Agreement**" shall have the meaning set forth in the Preamble Recitals.

"**Outside Date**" shall have the meaning set forth in Section 3.B.

"**Parties**" or "**Party**" shall have the meaning set forth in the preamble.

"**Permits**" means all right, title and interest in and to any permits, licenses, filings, authorizations, approvals, or other indicia of authority (and any pending



applications for approval or renewal of a Permit), to own, construct, operate, sell, inventory, disburse or maintain any asset or conduct any business as issued by any Governmental Authority, including all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds and rights to construct, maintain and operate the Premises, and all renewals, extensions, additions or modifications of any of the foregoing, together with all rights granted thereunder.

"**Populous Report**" shall have the meaning set forth in Section 1.C.

"**Preliminary Program**" shall have the meaning set forth in Section 1.C.

"**Premises**" as used herein shall mean the "Leased Premises" or "Premises" as defined in the Amended Agreement, and as modified for the County Capital Improvements after the Completion of the Project, and the land upon which the Premises is situated is set forth in Exhibit A to this Agreement (which includes the Supplemental Parcel).

"**Project**" shall have the meaning set forth in the Preamble Recitals and Section 1.C.

"**Project Bonds**" shall have the meaning set forth in Section 5.B.(2).

"**Project Budget**" shall have the meaning set forth in Section 5.A.

"**Project Consultants**" shall mean those persons and entities that are engaged through the solicitation and selection process required as set forth in this Agreement, including, without limitation, (i) the construction manager(s) and (ii) any other consultants, subconsultants, suppliers and trade contractors relating to the Project. The Project Consultants shall be solicited and engaged in accordance with Applicable Laws, including all local and state procurement procedures and regulations.

"**Project Financing Plan**" shall have the meaning set forth in Section 5.B.(2).

"**Project Program**" shall have the meaning set forth in Section 4.

"**Project Work Schedule**" is the schedule set forth on Exhibit B.

"**Required Environmental Permits**" shall mean all Permits, licenses, bonds, consents, programs, approvals or authorizations required under environmental Applicable Laws to conduct operations at or maintain the Premises or to construct, maintain, operate or occupy the Project or any alterations or improvements thereon, regardless of whether such Permits, licenses, bonds, consents, approvals or authorizations have been obtained by or on behalf of the County.

**"Schematic Design Documents"** means drawings prepared by the Architect that illustrate the scale and relationship of the various Project components and which also contain square footage and volume calculations for the Premises, including, without limitation, building interior spaces, building exterior spaces, and major architectural and interior finishes.

**"Sinking Fund Deposits" or "Sinking Fund Deposit"** shall have the meaning set forth in Section 5.B.(3).

**"Spring Training"** means the training period during winter and early spring of any year during which the Club prepares for the next following Major League Baseball season, and shall be deemed to include time reasonably required for (i) the preparation of the Premises, (ii) planning for the start of Spring Training, (iii) additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and (iv) a reasonable period for the "winding down" of Spring Training activities by the Club. It is anticipated by the Parties that the foregoing time frame will be from approximately January 15 to approximately April 15 of each calendar year.

**"State Development Funds"** shall have the meaning set forth in Section 7.C.

**"Supplemental Parcel"** shall have the meaning set forth in the Preamble Recitals.

**"Target Date"** shall have the meaning set forth in Section 3.B.

**"Task List"** shall have the meaning set forth in Section 3.D.

**"Trust Fund"** shall have the meaning set forth in Section 5.B.(1).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on November 6, 2012.

ATTEST:

CHARLIE GREEN,  
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: Marcia Wilson  
Deputy Clerk

By: J. Manning  
Chairman



APPROVED AS TO FORM:

By: Andrea K. Faur  
County Attorney

WITNESSES:

MINNESOTA TWINS, LLC  
Target Field  
1 Twins Way  
Minneapolis, Minnesota

By: Tom Elliott

By: Paul [Signature]  
President

Danielle Berg

[SIGNATURE PAGE TO STADIUM IMPROVEMENT SPRING TRAINING  
DEVELOPMENT AGREEMENT]

EXHIBIT A

STADIUM LAND AREA

Original Stadium Property

EXHIBIT "A"

A tract or parcel lying in the northeast quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the northeast quarter (NE 1/4) of said Section 30 run North  $01^{\circ} 10' 06''$  West along the west line of said northeast quarter (NE 1/4) for 521.20 feet to the point of beginning. From said Point of Beginning continue North  $01^{\circ} 10' 06''$  West along said west line for 1921.55 feet; thence run North  $88^{\circ} 55' 49''$  East parallel with the south line of said fraction for 2184.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Parkway as described in D.R. Book 1119 at page 835; thence run southwesterly along said northwesterly line along the arc of a curve to the right of radius 5604.58 feet; (chord bearing South  $23^{\circ} 42' 17''$  West) (chord 2116.37 feet) (delta  $21^{\circ} 45' 59''$ ) for 2129.15 feet; thence run South  $82^{\circ} 53' 40''$  West for 1234.31 feet to the point of beginning.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone derived from the Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

002096 P01101

CHARLIE GREENLEE C/P/L  
09 SEP 18 AM 11:56

## SUPPLEMENTAL PARCEL

### EXHIBIT "A"

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 30, run North 01 Degree 10' 06" West along the West line of said Northeast quarter (NE 1/4) for 621.20 feet; thence run North 88 Degrees 55' 40" East parallel with the South line of said fraction for 1294.31 feet to an intersection with the curved Northwestery line of Six Mile Cypress Parkway as described in O.R. Book 1119, page 835 of the Public Records of Lee County, Florida, thence run Southwestery along said Northwestery line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South 36 Degree 25' 35" West chord 359.62 feet (delta 03 Degree 40' 37") for 359.68 feet to a point of tangency; thence run South 38 Degree 15' 54" West for 454.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4); thence run South 88 Degree 55' 40" West for 799.06 feet to the Point of Beginning.

LESS AND EXCEPT for West 50 feet thereof.

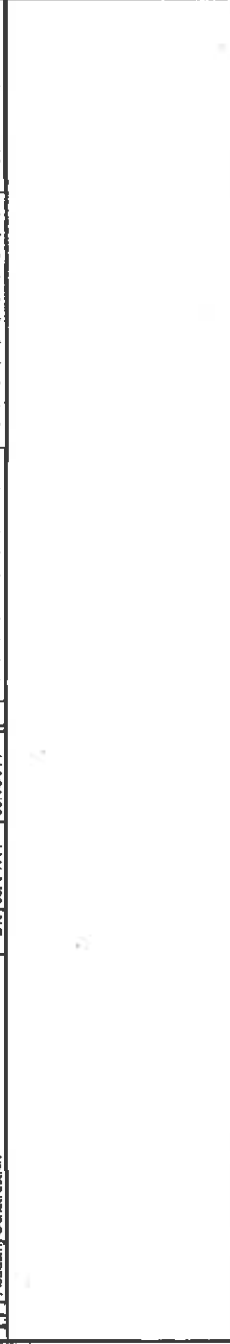
Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

Parcel Identification Number: 30-45-25-00-00004.0000

**EXHIBIT B**

**PROJECT WORK SCHEDULE**

Description	Start	Finish
<b>LCSO Hammond Stadium Project</b>		
<b>Preconstruction</b>		
Vote to Release RFP for A/E and CMAR Services	01 NOV 12	30 NOV 12
A/E Selection and Award	28 FEB 13	28 FEB 13
CMAR Selection and Award	01 MAR 13	30 APR 13
<b>Design</b>		
Schematic Design (2 months)	01 MAR 13	30 APR 13
Design Development (2.5 months)	01 MAY 13	15 JUL 13
Construction Documents (5 months)	15 JUL 13	15 DEC 13
<b>Permitting &amp; Bidding</b>		
FOD & PUD Application Preparation	01 MAR 13	01 MAR 13
FOD Permitting (9 months)	02 MAR 13	28 NOV 13
PUD Permitting (11 months)	02 MAR 13	28 JAN 14
GMP Permit & Bidding	16 DEC 13	28 FEB 14
<b>Construction</b>		
<b>Overall Construction Duration</b>		
Overall Construction Duration	07 APR 14	31 JAN 15
Award Pretest	01 MAR 14	10 MAR 14
Pretest Design & Fabrication	11 MAR 14	08 JUN 14
Fort Myers Miradas Vacata Facility Construction Commences	31 MAR 14	04 APR 14
Steward	07 APR 14	31 JAN 15
Demolition	07 APR 14	21 MAY 14
Stadium Construction	25 MAR 14	31 JAN 15
Minor League Clubhouse Construction	05 APR 14	01 OCT 14
Academy Construction	05 APR 14	30 NOV 14



Start date: 28 NOV 12  
 Finish date: 31 JAN 15  
 Data date: 28 NOV 12  
 Run date: 23 OCT 12  
 Page number: 1A  
 © Primavera Systems, Inc.  
 5007869v1

**Hammond Sports Complex**  
**Minnesota Twins STF Improvements**  
**SCENARIO # 2 (PUD Required)**

Legend:  
 [ ] Early bar  
 [ ] Progress bar  
 [ ] Critical bar  
 [ ] Summary bar  
 ◆ Start milestone point  
 ◇ Finish milestone point

**EXHIBIT C**

**PROJECT PROGRAM**

The Project Program description attached to this **Exhibit C** is provided for example purposes only with respect to the scope of the Project, and is part of the Populous Report.

As set forth in this Agreement, the Populous Report is incorporated in its entirety by reference herein and serves as the Preliminary Program.

EXHIBIT C

PROJECT PROGRAM

A. BALLPARK IMPROVEMENTS

I. SITE REQUIREMENTS AND IMPROVEMENTS

A. Public parking for 2,975 cars shall be provided consisting of 2,536 existing spaces and 439 new 10' wide spaces. This parking capacity meets planning guidelines for expansion of fixed seating to accommodate 8,900 spectators. The stadium is planned for additional 400 Standing Room Only (SRO) tickets to be sold, but these will only be sold as alternative parking or transportation options are developed to support this capacity. Secured parking for approximately 11 Twins (Team) designated cars shall be provided adjacent to the Minor League Clubhouse and an additional 46 spaces adjacent to the Academy. New parking areas will utilize a combination of asphalt and grass surfaces. Accessible parking will be provided as required per applicable codes and ordinances. Parking for the softball (quad) fields will be approximately 2,285 spaces. Provide new vehicular deceleration lane to south entrance to the site.

B. New pedestrian walkways and sidewalks shall be located to direct pedestrians to and from the Ballpark entrance. These walkways shall provide safe and direct access, to and from the parking areas. The design and location of plantings, fences, parking striping, parking access lanes, and crosswalks shall allow for safe and efficient movement of pedestrians. Landscaping, at a minimum, will be provided as required by local codes and ordinances. The Twins have requested additional Palm trees throughout the site. A new asphalt bike path will also be included.

C. A new entry sequence (Core) will be provided from the parking areas into the stadium. At the existing promenade south of the stadium, plaques and statues will be relocated and incorporated to create a series of experiences leading to the stadium entry and fountain. The Core will be extended into the existing quad fields to create a connection between the existing parking areas and new grass parking area south of the quad fields. The Core will emphasize Indigenous landscape material including palm trees, manicured lawns, special paving, benches, banners, and lighting.

D. Included as part of this renovation are team and county branding opportunities on the site. They are as follows:

1. Player Statues. 2 hall of fame statues – 8' high; More provided as fund raising allows
2. Hammond Stadium marquee. New video marquee at Six Mile Cypress Blvd.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS



II. SPECTATOR FACILITIES IMPROVEMENTS .

A. Exterior Seating

The ballpark currently provides the following seating:

Dugout Box	120
Box Seats	3,214
Reserved Seats	4,354
Drink Rails	52
Lawn Seating	200
Suites	70

1. New Outfield Boardwalk 19,032 s.f.  
Provide an elevated concourse to extend around the outfield fence and connect to the existing concourse at 16'+/- above fin floor. Provide group sales locations at enlarged areas along the boardwalk. Provide drink rails and exist stairs where indicated. Material to be determined, but will likely be concrete structure with polymer wood decking and aluminum rails. Provide lighting where boardwalk is above the bull pen area adjacent to third base. Maintain vehicular travel path below boardwalk with 14' min clear. No storage or sprinkler system is anticipated below the boardwalk.
2. New Tiered Seating Areas 6,740 s.f.  
Provide tiered areas for spectator seating adjacent to the new boardwalk. Provide steps to access the different levels. Provide railings to match existing construction.
3. Seating Bowl Modification 3,810 seats  
Convert section 201-217 from bench seating to stadium seating. New stadium seating color and design to match existing seats. Salvage bench seating
4. New Bowl Seating 809 s.f.  
Provide new bowl seating to match existing adjacent construction. Modify the existing field wall where required and provide new railing to match existing rails. Also, provide seating infill at the upper level to match adjacent construction. Provide new 19" chairs.
5. New Drink Rail Locations 1,896 l.f.

6. Relocate Standing Room Area (215 spaces) 1,343 s.f.  
Move from the current location at the cross aisle to the back of the upper bowl and new boardwalk. Provide striping identifying the extent of the standing room area.

7. New Grass Berm 4,597 s.f.  
Provide new sloped grass berm in left field. Grass species to match playing field species. Provide retaining wall around berm as required. Provide independent irrigation system or tie into existing system.

B. Ballpark Suites

1. Suite Improvements 2,635 s.f.  
Renovate and enlarge five existing suites (including Owner's suite) into four standard size and two party size suites. Standard size suites will have 12 exterior seats and 4 drink rail seats, and one party size suite will have 32 exterior seats and 12 drink rail seats and the other will have 24 exterior seats and 10 drink rail seats. Provide new finishes, cabinetry, fixtures, and lighting. Provide new structure and concrete tub for new exterior seating and rails. Replace existing exterior wall with full height impact resistant glazing and door.

C. Public Toilets

1. New Public Toilet Rooms 1,201 s.f.  
Toilet rooms shall be provided for men and women per the increased seating capacity. The ratio of fixtures to spectators shall be based on 50% male and 50% female attendance and will be in compliance with codes and ordinances. Approximately 9,300 total capacity including 400 Standing Room Only tickets will be planned. Fixtures and accessories, including light fixtures and exhaust, shall be vandal-resistant type. The number of fixtures shall be determined using PBA minimum required ratios and applicable codes and ordinances. Individual dual flush urinals shall be provided in men's restrooms. Tempered water shall be provided at lavatories to meet Health Department requirements. Stainless steel framed mirrors, soap dispensers, built-in paper towel dispensers/waste receptacles, hand dryers, diaper changing station and toilet partitions shall be provided in all toilets. Janitor closets with a service sink and storage shelf shall be provided as required. "Green" options for plumbing and lighting fixtures will be investigated and integrated into the design as appropriate. Accessible toilet facilities, including grab bars, etc. shall be provided in all public toilet rooms as required by the State Accessibility Guidelines.

	Women's WC	Men's WC	Urinals	Women's Lav	Men's Lav
2006 IBC	1:40 1-1500	1:75 1-1500	2/3 of WC	1:150	1:200
	1:60 1500+	1:120 1500+			
Existing	50	14	46		
New +/-	41 +/-	1 +/-	0 +/-		

2. New Suite Level Toilet Rooms 506 s.f.

Men's and women's toilet rooms shall be provided, one on each side of the suite level concourse and conveniently located to the suites and party decks. These toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided in each.

3. New Press Level Toilet Rooms 170 s.f.

Men's and women's toilet rooms shall be provided adjacent to the Party Deck. Toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided.

4. New Family Toilet(s) 374 s.f.

Family toilet rooms shall be provided in areas with increased spectators and located convenient to disabled seating areas for use by families with small children and disabled spectators requiring assistance. Each family toilet room is a unisex facility with one water closet, one lavatory, and a changing table. Door shall be lockable from inside.

D. New Group Sales Facilities

Provide new group sales areas including party decks. Party Deck design will be a combination of loose tables and chairs, and drink rails. Standing room only tickets will be sold for this area. Group sales facilities shall include the following:

1. Suite Level Party Deck(s) 9,945 s.f.

Two new outdoor, shaded/sun protected areas shall be provided on the suite level with views to the playing field. This area could be used for receptions, parties, and other pregame and multi-purpose functions. Lighting will be provided. Portable concessions will be located adjacent to this area. Provide new structure and concrete floor for seating area. Provide low and high drink rails at front of deck.

2. Press Level Party Deck 1,859 s.f.

A new outdoor, shaded/sun protected area shall be provided on the press level with views to the playing field. This area could be used for receptions, parties, and other pregame and multi-purpose functions. Lighting will be provided. Portables will be located adjacent to this area. Provide new structure and concrete floor for seating area.

E. New Shade Structures

1. Seating Bowl Shade Canopy Extension

A new +/-16'-0" fabric shade sun shade with steel structure shall be added to the existing seating bowl canopy and at the suite/press building roof. This will be an additive alternate to the base program.

2. Trellis Shade Structures

Provide new wood trellis shade structure over new and existing concourse and specified areas on the new outfield boardwalk.

III. FOOD SERVICE & RETAIL FACILITIES IMPROVEMENTS

A. Concessions

The ratio for concession points of sale to spectator seating is 1:100. There are 24 existing fixed concession points of sale and 4 new fixed concession points of sale for a total of 38 fixed concession points of sale. In addition, 55 portable concession stands will be provided for a total of 93 concession points of sale for the ballpark to meet the required ratio for approximately 9,300 total capacity including 400 Standing Room Only tickets.

1. New Outfield Outdoor Bar / Specialty Concession Areas 11,088 s.f.

Two new open-air bars will be provided on the boardwalk (43 at each bar) in left field and right field. Specialty food items will be offered but not prepared in this area. Seating will consist of drink rails and loose tables and chairs. Bars will have solid roof above with an open steel frame trellis design above a portion of the exterior seating area.

2. New Right Field Group Sales Area 5,724 s.f.

Open air group area on the boardwalk. Provide portable concession carts and loose tables and chairs.

3. Remodel Existing Concession Stands 2,960 s.f.

Remodel existing concession stands located on the concourse. Improvements include new flooring, wall finishes, concession front, lowered counter tops, and ceilings. Repair/replace defective or inoperable devices including outlets, switches, etc. Provide ability to cook in all stands.

4. Expand Existing Concession Stands 278 s.f.

Reconfigure existing concession stands for additional space. Provide new finishes to match remodeled stands. Provide new counters and equipment to match existing concession stands.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

5. New Concession Stand 726 s.f.  
Provide new concession stands including finishes, equipment, front counter, and exhaust system.

6. Portable Concession Carts  
Provide services for new portable carts. Provide electrical and data connections. Utility services will be provided based on the portable counts given above.

B. Commissary

1. New Commissary Addition 3,497 s.f.  
Provide roll up door to accommodate deliveries. Finishes are minimal, sealed concrete, painted walls, no ceiling. Walk-in cooler/freezer shall be provided, sized as required. Within the space, provide two 130 s.f. offices for commissary/food service personnel with windows to view the delivery area. Portable cart washing area shall be provided if necessary.

2. New Commissary Kitchen 494 s.f.  
Provide a fully functioning commercial kitchen. Provide durable, washable surfaces appropriate for kitchen applications.

C. Food Pantry

1. New Press Level Pantry 185 s.f.  
Space for the storage of food to be served on the press level party deck shall be provided. The space will primarily be used for the storage of hot boxes, not dry or packaged goods. The space is not intended to be used for cooking or preparation of food. Finishes will be minimal with sealed concrete floors, painted walls, and lay in ceiling. Provide appropriate electrical service for hot boxes.

2. New Suite Level Pantry 76 s.f.  
Space for the storage of food to be served on the suite level shall be provided. The space will primarily be used for the storage of hot boxes, not dry or packaged goods. The space is not intended to be used for cooking or preparation of food. Finishes will be minimal with sealed concrete floors, painted walls, and lay in ceiling. Provide appropriate electrical service for hot boxes.

D. Novelties

1. New Main Retail Store and Storage 413 s.f. ground flr + 2,011 main conc= 2,424 s.f.  
A retail store for year round sales of merchandise and novelties, with adjacent area, approximately 460 s.f. for storage and supplies, shall be provided near the main entrance. The store will have two levels with the upper level serving the main concourse and lower level serving the ground level. The store and storage room will be provided with a finished floor, ceiling, HVAC systems, general illumination, and slat wall on all wall surfaces. Shelving, racks, additional millwork, and equipment shall be provided by others.

2. New Satellite Retail Stand 316 s.f. @ LF + 273 s.f. @ RF= 589 s.f.  
Satellite service counter type stands shall be provided to supplement the retail store. These stands shall be distributed near entries and high visibility areas. The stands and storage rooms will be provided with a finished floor and ceiling, general illumination, slat wall on all wall surfaces, overhead shutter and service counter. Shelving, racks, additional millwork, and equipment shall be provided by others.

IV. PRESS FACILITIES IMPROVEMENTS

A. Press Dining

1. New Press Dining Room 1,700 s.f.  
A press dining room accommodating 50 people shall be provided for lunch/dinner service prior to games for press, team executives/ownership, VIP's, etc. In addition, a 250 s.f. storage room will be provided for dining supplies. The room will be conveniently located along the route to the press box. Men's and women's toilet facilities will be provided in close proximity (120 s.f. each). The room may also be used for community meetings/events and functions when not occupied by the press.

2. New Press Dining Room Kitchen/Pantry 242 s.f.  
The press dining room kitchen will be located adjacent to the press dining room. Millwork including base and upper cabinets, sink, refrigerator, combination microwave/stove/oven, and dishwasher shall be provided. An overhead ceiling shutter will be provided over a serving counter. Space will be provided to store food items.

B. Press Box

Provide new finishes at the existing press box area including floor and ceiling treatments. In addition, provide the following new/enlarged spaces:

1. Press Toilet Rooms 340 s.f.  
Existing Men's and Women's toilet rooms shall be enlarged. These toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided in each.

2. New Video Production Room 320 s.f.  
Provide office grade finishes, and built in counter space to accommodate multiple computer work stations. Provide diffused lighting.

3. New Storage Room 300 s.f.  
Provide minimal finishes.

V. CLUBHOUSE FACILITIES IMPROVEMENTS

A. Major League Clubhouse

Existing facilities will be completely removed (gutted) and prepared for new spaces to include the following:

1. New Training Room 1,123 s.f.  
The Training Room shall contain space for four treatment tables and a storage closet. Provide work counter islands with upper and lower cabinets and sink.

2. New Trainers Office 222 s.f.  
Provide an office adjacent to the training room with views to the hydrotherapy room. Provide space for four trainers workstations.

3. New Trainer Storage 332 s.f.  
Provide medications vault and four 18" wide adjustable shelves on two walls.

4. New Hydrotherapy Room 501 s.f.  
A separate, totally enclosed hydrotherapy room will be provided to accommodate 1 hot and 1 cold recessed plunge pools and one recessed exercise pool. Provide 1 extremity tank. Acrylic flooring will be installed in the hydrotherapy room with floor drains located as required. A new sub grade service pit will be created with ladder access to both levels. Provide a 500 lb. water cooled pellet ice machine, and refrigerator/freezer. Provide approximately 8' of base and upper cabinets with appropriate material to withstand the corrosive environment. Provide a one fixture toilet and shower.

5. **New Weights and Physical Conditioning Room** 2,398 s.f.  
 New space shall accommodate equipment such as isokinetic and exocyclic devices, cable columns, stability platform, plyometric equipment, spine table and exercise balls. Free space shall be allowed for stretching and floor work. Minimum 12' ceiling height shall be provided. Provide natural light, athletic flooring and mirrors shall be installed. An adjacent storage room (size tbd) shall be provided. Provide a ball wall. Provide wireless internet throughout. Include a sound system and locations for multiple televisions. Provide 8' base cabinets. Provide garage doors on the exterior wall to allow for open air training.
6. **New Weight Room Office** 60 s.f.  
 Provide an office adjacent to the weight room.
7. **New Player Lounge** 1,183 s.f.  
 A new player lounge will be provided with spike proof carpeting, tables, and chairs. Provide painted walls and a lay in ceiling. Provide outlets for multiple TV's.
8. **New Player Kitchen** 225 s.f.  
 The Player Kitchen will be located adjacent to the Player Lounge. Millwork including base and upper cabinets, sink, refrigerator, combination microwave/stove/oven, and dishwasher shall be provided. Provide 8 built in chaffing trays. An overhead coiling shutter will be provided over a serving counter.
9. **New Player Kitchen Pantry** 207 s.f.  
 Provide new space for storage of food items. Provide finishes matching the player kitchen.
10. **New Reception Alcove (Area included in circulation)**  
 An alcove area will be provided adjacent to the player facilities to monitor and check in personnel entering the player areas.
11. **New Laundry** 397 s.f.  
 Provide new laundry with minimal finishes and no ceiling. Provide concrete bases roughly 12" above the finished floor to mount equipment. Provide drain channel at rear of concrete bases for washing machines. Provide new gas hookups for dryers and venting system.
12. **New Equipment Storage (Fort Knox)** 750 s.f.  
 This space shall serve as the principal delivery area for clubhouse. A large overhead door will be provided. Provide 10' x 10' cage storage areas for extra baseballs and bats. Provide shelving, storage cabinets and counter space with shutter for distribution of equipment to players.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS



13. New Equipment Manager Office 128 s.f.  
 Locate adjacent to equip storage to allow access to uniformed personnel, as well as staff members, vendors, etc.  
 Provide floor safe and built-in counter and lockable cabinets. Provide window to equipment storage area.
14. New Player Locker Room 3,200 s.f.  
 Approximately 70 - 36" x 30" x 7'-0" high lockers will be provided. All lockers shall surround a central open area, without corners. The individual lockers will follow standard Major League Baseball designs except that a power receptacle shall be installed in the back of each locker. Spike-proof carpet shall be provided.
15. New Player Grooming Area 1,189 s.f.  
 Shower room shall have approximately 14 showerheads. All showerheads will be surface mounted in stainless steel housing. Plastic laminate countertops with recessed bowl sinks, mirrors, 7 water closets and 7 urinals will be provided. Shelves for holding grooming products will be provided. Acrylic flooring shall be installed throughout, sloped to drains. A hose bib for the cleanup of wet areas will be provided. In the drying areas outside of the shower room, stainless steel wire shelving for towel storage will be provided. No benches will be provided in the drying areas.
16. New Coach's Locker Room and Grooming 1,052 s.f.  
 The Coaches' Locker Room shall contain 8 lockers at 36" wide x 36" deep x 7'-0" high each. Locate adjacent to Manager's Office. Provide private shower/toilet facilities.
17. New Manager's Office and Grooming 221 s.f.  
 The Manager's Office shall be sized to accommodate a desk and guest chairs for 2 to 3 people. The manager's private toilet room with shower and locker will be located in an enclosed space within the office, but separated from the office area.
18. New Manager and Coach's Conference Room 408 s.f.  
 Locate between the coaches' room and manager's office with doors directly into each space. Space shall be provided to seat 20 people. Counter shall be provided along one wall with space for magnetized and dry erase boards.
19. New Video Coaching Room 232 s.f.  
 Provide millwork for video equipment and space for 10 occupants. Provide special sound insulating treatment and dedicated cooling system. Provide ability for room to be divisible.
20. New Coach's Work Room 277 s.f.  
 Provide typical office finishes.

21.	New Doctor's Office	162 s.f.
	Provide base and upper cabinets, sink, and exam table.	
22.	New Clubhouse Staff Lockers	282 s.f.
	The staff locker room shall contain 10 lockers 18" wide x 24" deep x 7'-0" high. Provide spike proof carpeting.	
23.	New Auxiliary Locker Room	685 s.f.
	Provide spike proof carpet and basic finishes. No lockers are required. Provide 1 fixture toilet room.	
24.	New Auxiliary Locker Room Wet Area	513 s.f.
B.	Existing Visiting Team Clubhouse Improvements	2,470 gross s.f.
	Existing facilities will be remodeled. Improvements include new floor, wall, and ceiling finishes, and new lighting. Provide 45 new 30" x 30" x 7'-0" high wood lockers. Relocate mechanical room.	
C.	New Visiting Team Clubhouse Improvements	
1.	Storage Room	71 s.f.
2.	Manager Locker Room	187 s.f.
3.	Training Room	269 s.f.
4.	Coaches Locker Room	235 s.f.
5.	Manager and Coaches Shower	288 s.f.
D.	New Umpires' Locker Facilities	352 s.f.
	Locker room shall provide with 4 - 3'-6" x 3'-0" x 7'-0" high open faced wood lockers. Spike proof carpeting, painted walls, and lay in ceiling will be provided. An adjacent private shower and toilet room shall be constructed.	
VI.	SERVICE AND OPERATIONS FACILITIES IMPROVEMENTS	
A.	Ballpark -- Playing Field Maintenance Office	90 s.f.
	Provide new office space to house weather computer.	

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

B. Renovate Existing Dugout Toilets 100 s.f.  
Provide new finishes and fixtures. Provide new sump pump and backflow devices to prevent flooding that currently occurs.

C. Storage Areas

1. Tenant and General Storage 4,221 s.f.  
Unfinished space below the seating bowl will be modified for general and promotional storage. Provide new concrete slab, enclosure walls and HVAC system. Extend fire protection system per Code requirements. Provide new sub roof system.

2. New Concourse Level Storage 543 s.f.  
Provide room with minimal finishes.

D. Building Systems

Existing systems will be evaluated depending on how they affect the proposed work. Systems deemed to be in a poor state of repair or technically obsolete shall be replaced. Existing systems with satisfactory operation will remain unchanged.

1. Telecommunications Systems

Provide new phone, data, and voice wiring and in-wall devices to conform to current and anticipated technology requirements.

2. Security Systems

Provide new access control devices on doors as indicated on the plans. Provide a comprehensive security program for all areas of the Project and associated functions. Areas include administration, locker room and all public areas. Security for both event and non-event hours. System to include Security Management Systems; Access Control Systems; Closed-Circuit Television Systems; Alarm Monitoring Systems; and Intrusion Detection Systems.

3. Wi-Fi

Provide wireless internet capabilities throughout the ballpark and minor league clubhouse facility. Also include at the Promenade (palm court) for vendors.

4. Broadcast Interfacing.

Provide conduit and path between broadcast booths and broadcast trucks accommodating cabling. Cabling will be included as a project expense. Provide pedestals with electrical power to the broadcast trucks.

5. Sound System

Provide a new sound system to include: speakers, wiring, amplifiers, and control system. Provide capability for new system to integrate with new video board.

6. Video board

Provide new video board approximately 26'-3" wide by 19'-8" high. Provide new structural support and control system for video board. Provide upgraded electrical services as required.

7. Fire Protection and Alarm system

Provide updated fire protection and alarm system to meet current codes.

8. Sub Roof

Provide new metal sub roof throughout the underside of the existing seating bowl. Tie into drain system.

9. Scoreboard

Existing scoreboard will be relocated. Provide new foundations and extend services.

10. IPTV system

Provide internet protocol television system throughout. Raceway and cabling is provided for 75 locations. Headend, monitors and mounts are by the Owner.

11. New Playing Field

Infill existing ballpark playing field with new materials to conform to new layout mirroring Target Field. Extend drainage system and irrigation system. Provide new root zone, turf, warning track, and infield area as required.

12. New Backstop

Provide new replacement backstop and cabling system to match the existing design.

13. New Camera Pits

235 s.f.

Provide new camera pits at the end of each dugout for broadcast and still camera photography. Provide broadcast connection.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

**VII. ADMINISTRATIVE FACILITIES IMPROVEMENTS**

**A. Ballpark Operations/Technology Improvements**

1. New Main Communications Room 869 s.f.  
Provide room with minimal finishes and dedicated cooling system.
2. New Communications Closets (3@ 100 +/- s.f. each) 317 s.f.  
Provide throughout main concourse. Provide independent cooling for each closet and minimal finishes.
3. New Field Level Broadcast Room 143 s.f.  
Provide area with secured storage.

- B. New Major League Administration Offices (Suite Level) 1,989 s.f. Ten offices @ 120 s.f.  
Meeting/Conference room @ 195 s.f.  
Work Area @ 594 s.f.  
Provide coffee bar with sink and refrig

- C. New Minor League (Miracle) Administration Offices (Press Level) 1,905 s.f. Six offices @ 120 s.f.  
Open office @ 1,185 s.f.

- D. New Ballpark Ticketing 2,418 s.f.  
Reception area @ 970 s.f.  
One office @ 111 s.f.  
A general office area for six workstations @ 1,346 s.f.  
Storage room @ 182 s.f.  
Ticket Windows 8 @ 348 s.f. (Provide microphone, speaker system, and canopy over windows)  
**Circulation**  
Toilet @ 80 s.f.  
Vault Room @ 57 s.f.  
Work Room @ 166 s.f.  
Work Stations 2@ 64 s.f.  
Coffee Bar @ 67 s.f.  
Storage @ 53 s.f.

**VIII. CIRCULATION IMPROVEMENTS**

- A. New Main Concourse 12,648 s.f.  
Widen the existing concourse per the plans (min 24' to max of 40'). Areas with more space will be used for portables.  
Provide traffic toppling where concourse is over finished areas.
- B. New Suite Level Concourses Outdoor 1,673 s.f.  
The existing suite level concourse will receive new finishes to include flooring, wall treatment, ceilings, lighting, and controls.
- C. New Press Level Balcony Outdoor 1,350 s.f.  
Provide a new exterior balcony with protective railings at the press level.
- D. Vertical Circulation
1. New Elevators/Elevator Equipment Rooms/Stairs 7,256 s.f.  
Provide depending on the final design. Number, capacity and speed of the elevators will be determined based on the final design. 1 New Hydraulic Passenger in the existing shaft, 1 New Passenger in a new shaft, & 1 New Freight (as Add Alternate) in a new shaft. The existing elevator/stair tower and new passenger elevator/stair towers will be open air. A Limited Use Limited Access Lift (LULA) is planned for the main retail store.
2. New Dugout ADA or Stair Lifts.  
Provide depending on the final design one at both home and visitor dugouts.
- E. New Elevator Lobbies 1,409 s.f.  
Provide painted walls, lay in ceiling, and sheet flooring.
- F. Graphics  
Provide allowance for improvements to the existing signage. Separate graphics will be provided for the Academy.
- G. Advertising Signage  
Increase locations for branding/sponsorship opportunities where available. Provide new steel frame structure with aluminum panel graphics at left field boardwalk.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

B. SPRING TRAINING REQUIREMENTS

I. TRAINING IMPROVEMENTS

A. New Major League Practice Field

The Major League practice field will have the following elements: 12" root zone, 15'-0" crushed brick warning track, the field dimensions will be configured to match Target Field with approximately 100,000 s.f. of turf, an under field drainage system will daylight to a retention area or dry well (if possible), high performance playing turf, 8'-0" outfield fence, 6'-0" fence down foul lines, backstop and 60'-0" wide x 40'-0" high batter's eye. The batter's eye will be constructed of a steel structure with sheet metal facing.

B. Existing Covered Batting Tunnel

The drainage system currently back up during extended periods of rain. Cap existing drain lines and provide new drainage to dedicated detention area.

C. New Agility Field and Warm Up Area

Provide new agility field and warm up area for the players. Agility field to have natural turf surface with no under drain system. Provide 45' x 180' incline area. Provide 30' x 12' high painted cmu block wall. Provide 75' x 30' 36" deep sand pit and sprint lanes at the warm up area.

D. New Major League Pitching Mounds

Provide 6 mounds with catching areas. Provide flat turfed areas between mounds and catching areas. Provide 8' high chain link fence behind catchers. Provide one 1 1/2 inch quick coupler centrally located for dressing the mounds.

II. PLAYER FACILITIES IMPROVEMENTS

A. Minor League Facilities

Existing facilities will be remodeled. Remove existing construction as required for new work. At remaining spaces provide new finishes, doors, hardware, lighting and switches. At existing locker room provide new wood lockers in addition to the improvements noted above. Total of 180 lockers.

1. New Hydrotherapy Room

1,078 s.f.

A separate, totally enclosed hydrotherapy room will be provided to accommodate 1 hot and 1 cold plunge pools and one exercise pool. 4 extremity tanks and a 500 pound water cooled pellet ice machine, (refrigerator/freezer, and a sanitary sink) will also be provided. Acrylic flooring will be installed in the hydrotherapy room with floor drains located

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

as required. A new sub grade service pit will be created with ladder access to both levels.

2. New Coaches' Locker Rooms (2 @ 450 sf ea) 900 s.f.  
Provide two rooms with approximately 14 - 30" x 30" coach's lockers around open space in center of room. Provide working counter or space for desk. Locate adjacent to Conference Room.

3. New Coach's Conference Room 387 s.f.  
Locate adjacent to the coaches' room with doors directly into each space. Space shall be provided to seat 35 people. Counter shall be provided along one wall with space for magnetized and dry erase boards.

4. New Coaches' Grooming Area 473 s.f.  
Shower room shall have approximately 8 showerheads. All showerheads will be surface mounted in stainless steel housing. Plastic laminate countertops with recessed bowl sinks, mirrors, water closets and urinals will be provided and shelves for holding grooming products will be provided. Acrylic flooring shall be installed throughout, sloped to drains. A hose bib for the cleanup of wet areas will be provided. In the drying areas outside of the shower room, stainless steel wire shelving for towel storage will be provided. No benches will be provided in the drying areas.

5. New Training Room 1,766 s.f.  
The Training Room shall contain space for seven treatment tables and a storage closet. Provide work counter islands with upper and lower cabinets and sink.

6. New Trainers Office 267 s.f.  
Provide office adjacent to the training room with views to the hydrotherapy room. Provide space for a desk with wired communications.

7. New Trainer's Locker Room 471 s.f.  
Provide 10 wood lockers with lockable storage. Provide spike-proof carpeting. Provide power receptacle in the back of each locker.

8. New Umpires' Locker Facilities 567 s.f.  
Locker room shall be provided with 6 - 3'-6" x 3'-0" open faced wood lockers. Spike proof carpeting, painted walls, and lay in ceiling will be provided. An adjacent private shower and toilet room shall be constructed.



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|--|-------------------|
| <p>9. New Strength and Conditioning Offices<br/>Provide 2 offices with counters along one wall.</p>  | <p>353 s.f.</p>   |
| <p>10. New General Storage<br/>Provide minimal finishes and no ceiling. Include wood shelving</p>  | <p>160 s.f.</p>   |
| <p>11. New Video Coaching Rooms (2 Rooms)<br/>Provide millwork for video equipment and space for 5 occupants. Provide special sound insulating treatment and dedicated cooling system if required. Provide ability for room to be divisible. Provide special lighting and electrical systems to accommodate the use.</p> | <p>455 s.f.</p>   |
| <p>12. New Flex Locker Room<br/>Provide 4- 30"x 30" lockers. Will serve female trainers and umpires.</p>   | <p>175 s.f.</p>   |
| <p>13. New Server Room<br/>Provide minimal finishes and dedicated cooling system.</p>  | <p>339 s.f.</p>   |
| <p>iii. ADMINISTRATION IMPROVEMENTS<br/>Provide the following new spaces:<br/>Individual Offices 6 @ 120 s.f. ea= 720 s.f.<br/>Large Offices 3 @ 175 s.f.= 575 s.f.<br/>Reception @ 465 s.f.<br/>Break Room @ 184 s.f.<br/>Circulation @ 444 s.f.<br/>Renovate existing toilets</p>                                      | <p>2,388 s.f.</p> |
- Note: Provide acoustical separation between weight room and adjacent spaces.

C. PLAYER ACADEMY REQUIREMENTS

I. HOUSING (WI-FI THROUGHOUT)

A. Guest Rooms (54 @ 360 s.f.) 19,440 s.f.

Guest rooms will be provided each housing 2 occupants. The level of construction and finish will be comparable to a college dormitory with an emphasis on durable materials. Each room will have a private shower and toilet area.

B. Suite Units (4 @ 498 s.f.) 1,992 s.f.

Each Suite unit will house one occupant and have a private shower and toilet area and small food prep area with refrigerator, oven/stove, cabinets and microwave. 3% of the living units to be accessible.

C. Lounge (2 @ 370 s.f.) 740 s.f.

Provide open space with areas for watching TV and playing video games. Provide one lounge at each floor with housing.

D. Housekeeping / Storage (1 per residential floor @ 130 s.f.) 260 s.f.

Provide basic finishes and shelving. Mop sink.

II. GROUP SPACES (WI FI THROUGHOUT)

A. Theater 4,350 s.f.

Provide a tiered upholstered lecture seating with tablet arms, theater accommodating 200 people. Provide fixed lecture type seating with swing up work surfaces, acoustic wall treatments, and full audio/visual capabilities. Provide extra wide seats and increased tread depth. Provide individual power at each desk/seat. In addition, provide the following support spaces:

1. Staff Room @ 385 s.f.
2. Audio Visual Room @ 204 s.f.
3. Storage @ 306 s.f.

B. Classroom 1,288 s.f.

Provide movable walls to divide the space. Provide acoustic wall treatments. Provide AV capabilities for presentations.

C. Large Multipurpose 1,701 s.f.

Provide AV capabilities for presentations.

- D. Small Multipurpose / Game 923 s.f.  
Provide AV capabilities for presentations. Coordinate electrical services for games.
- E. Conference Room 555 s.f.  
Provide AV capabilities for video conferencing.
- F. Laundry Facility 1,200 s.f.  
Provide area for washers and dryers. Provide soak sinks and office (approximately 180 s.f.) for laundry personnel and supervision. Provide lockable linen closet @ 100 s.f. Include 3 commercial washers and dryers.

### III. DINING REQUIREMENTS

- A. Dining Room 3,180 s.f.  
Dining room shall accommodate 200 people. Space shall have an abundance of natural light. Provide painted walls, lay in ceiling, and durable flooring. Also, provide a complete audio/visual system to allow for large meetings and presentations. In particular, provide a retractable screen and projection system along with sound distribution system. Provide salad bar and drink/condiment serving area.
- B. Dining Room Kitchen 1,960 s.f.  
Provide a fully functioning commercial kitchen capable of serving the adjacent dining room. Provide durable, washable surfaces appropriate for kitchen applications. Provide one office approximately 115 s.f. for the management staff.
- C. Dining Room Storage 505 s.f.  
Provide a storage room for housing tables, chairs and other equipment used in the dining room. Provide minimal finishes.

### IV. ADMINISTRATIVE FACILITIES

- A. Four Offices (208 s.f., 292 s.f., 292 s.f., 346 s.f.) 1,138 s.f.
- B. Study Rooms (3 @ 145 s.f.) 435 s.f.
- C. Toilets 425 s.f.  
Provide separate toilet facilities serving the lobby space.

D.	Copy/Supply	258 s.f.
	Provide dedicated electrical service for copier. Provide 8' long base and upper cabinets for storage of office supplies.	
E.	Centralized Facility Mail Room	212 s.f.
	Provide shelving/millwork to accommodate mail functions. Design to be similar to current mail slots which mirror post office boxes.	
F.	Large Storage	546 s.f.
	Provide basic finishes and shelving.	
G.	Small Storage	140 s.f.
	Provide basic finishes and shelving	
H.	Janitor Closet – First Floor	86 s.f.
	Provide basic finishes and shelving	
I.	Reception Area	1,684 s.f.
	Provide check in counter and desk wired for communications. Includes 235 s.f. store for convenience items for players.	
J.	Gazebo	500 s.f.
	Wood framed with concrete floor, provide lighting and ceiling fans. Locate adjacent to the lake.	
V.	ANCILLARY SPACE	
A.	Circulation	5,335 s.f.
B.	MEP	400 s.f.
C.	Vertical Circulation Stairs and Elevators	1,575 s.f.
	1. Passenger / Freight elevator	
	2. 2 exit stairs	

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

EXHIBIT D

PROJECT BUDGET

	<u>Lee County</u>	<u>Twins</u>	<u>Total</u>
<b><u>Hammond Improvements</u></b>			
Site requirements & improvements	\$ 5,700,000		\$ 5,700,000
Spectator facilities improvements	6,500,000		6,500,000
Food service and retail facilities improvements	2,800,000		2,800,000
Press facilities improvements	700,000		700,000
Clubhouse facilities improvements	2,800,000		2,800,000
Service and operations facilities improvements	3,800,000		3,800,000
Administrative facilities improvements	1,100,000		1,100,000
Circulation improvements	<u>3,000,000</u>		<u>3,000,000</u>
Subtotal:	<u>\$26,400,000</u>		<u>\$ 26,400,000</u>
<b><u>Spring Training Requirements</u></b>			
Training improvements	\$1,100,000		\$1,100,000
Player facilities improvements	<u>2,500,000</u>		<u>2,500,000</u>
Subtotal:	<u>\$ 3,600,000</u>		<u>\$ 3,600,000</u>
<b><u>Player Academy Requirements</u></b>			
Player Academy (without Sleeping Rooms)	\$ 3,350,000		\$ 3,350,000
Sleeping Rooms		<u>\$ 3,850,000</u>	<u>3,850,000</u>
Subtotal:	<u>\$ 3,350,000</u>	<u>\$ 3,850,000</u>	<u>\$ 7,200,000</u>
<b><u>Program Budget Contingency</u></b>	<u>\$ 1,900,000</u>		<u>\$ 1,900,000</u>
<b><u>Project Soft Costs</u></b>	<u>\$ 7,250,000</u>		<u>\$ 7,250,000</u>
Permit and related fees			
Design consultants			
Testing and inspections			
Furniture, fixtures and equipment			
Other consultants			
Owner contingency			
Insurance			
Subtotal:	<u>\$ 7,250,000</u>		<u>\$ 7,250,000</u>
<b><u>TOTAL PROJECT BUDGET:</u></b>	<u>\$42,500,000</u>	<u>\$ 3,850,000</u>	<u>\$46,350,000</u>

**EXHIBIT E**

**BASIS FOR PROJECT FINANCING PLAN**

Project Financing Plan Exhibit Phase I (maximum available financing) Phase II (funding from through FY15)		Total Project Cost	
		FY13-14	FY14-15
<b>Sources and Uses</b>			
Par Amount	39,250,000		39,250,000
Premium	3,352,897		5,871,503
<b>Total</b>	<b>42,602,897</b>		<b>45,121,503</b>
<b>Project Fund (Phase I)</b>			
Capitalized Interest Through 30/1/2014	36,628,497	1,957,168	1,957,168
Debt Service Reserve Fund (DSRF)	2,937,900	40,542,852	42,500,000
Cost of Issuance	2,590,250		
Underwriter's Discount	196,250		
<b>Total</b>	<b>42,602,897</b>		

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Stadium / Attractions Trust Fund - Sources and Uses of Funds:		Phase II Funding (Fund through FY15)	
Source / Use of Funds	2012 Actual	2013 Actual	2014 Actual
<b>Sources of Funds:</b>			
Beginning Fund Balance	7,221,817	5,062,661	4,356,637
TOT Projected Revenues:			
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	23,949,497	26,656,485	26,656,485
Investment Interest (0.70%)	30,000	5,331,297	5,331,297
RedSox Lease Receipts	37,500	30,000	30,000
County Match to RedSox Lease Receipts	37,500	37,500	37,500
Twins Capital Contribution Payment Receipts	40,000	20,000	20,000
County Match Twins Capital Contribution Payment	40,000	20,000	20,000
RedSox Rental Receipts	500,000	500,000	500,000
Twins Rental Receipts	300,000	300,000	300,000
JetBlue Receipts	150,000	150,000	150,000
State \$212.20 Sales Tax Rebate Grant Receipts		500,000	500,000
<b>Sources of Funds - Subtotal</b>	<b>5,199,899</b>	<b>6,426,297</b>	<b>7,206,297</b>
<b>Total Sources of Funds (INCLUDING FUND BALANCE)</b>	<b>11,657,406</b>	<b>11,988,958</b>	<b>11,562,934</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:			
Series 2004 (Twins)	808,710	815,293	810,781
Series 2010 (RedSox)	1,408,863	3,030,183	3,094,933
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)			979,300
Senior Lien Debt Service - Subtotal	2,217,573	3,845,476	4,885,014
<b>Total Senior Lien Debt Service</b>	<b>2,217,573</b>	<b>3,845,476</b>	<b>4,885,014</b>
<b>Subordinate Expenses:</b>			
Major Maintenance Expenses (re-structured & deferred to FY19)	1,133,127	1,459,000	
Major Maintenance Associated with Jet Blue Contribution		150,000	150,000
Supplemental Internal Loan Repayment (RedSox Contract)	577,903	581,623	575,893
Supplemental Internal Loan Repayment (Twins Land Purchase)	8,500	727,619	725,714
Stadium Insurance	140,000	140,959	280,519
Three Parks Positions	140,000	140,000	
Stadium R & R	100,000	100,000	115,000
Subordinate Expenses - Subtotal	2,090,530	2,799,070	1,847,126
<b>Total Expenditures</b>	<b>4,317,103</b>	<b>6,584,663</b>	<b>6,732,140</b>
<b>Phase II Funding (priority sinking fund)</b>			
Cumulative Phase II Funding (sinking fund)	7,380,383	7,221,817	5,871,505
<b>Ending Fund Balance</b>	<b>7,380,383</b>	<b>7,221,817</b>	<b>2,873,627</b>

Stadium / Attractors Trust Fund - Sources and Uses of Funds:									
Project Financing Plan Exhibit									
Phase I (maximum available funds) Phase II (financing fund through EITL)									
	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Sources of Funds:</b>									
Beginning Fund Balance		2,879,602	2,878,101	2,879,602	2,880,811	2,882,382			
TDT Projected Revenues:									
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	26,929,050	27,461,511	28,010,741	28,010,741	28,570,956	29,142,375			
Investment Interest (0.70%)	5,384,510	5,492,302	5,602,148	5,714,191	5,828,475	5,948,475			
RedSox Lease Receipts	37,500	38,372	39,140	39,923	40,711	41,500			
County Match to RedSox Lease Receipts	37,500	62,500	62,500	62,500	62,500	62,500			
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000	60,000	60,000	60,000			
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000	60,000			
RedSox Rental Receipts	500,000	515,000	515,000	515,000	515,000	515,000			
Twins Rental Receipts	500,000	500,000	500,000	500,000	500,000	515,000			
JetBlue Receipts	150,000	150,000	150,000	150,000	150,000	150,000			
State \$712.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000	500,000			
<b>Subtotal</b>	<b>7,267,230</b>	<b>7,440,574</b>	<b>7,551,288</b>	<b>7,664,134</b>	<b>7,778,116</b>	<b>7,894,196</b>			
<b>Total Sources of Funds (Including Fund Balance)</b>	<b>10,430,857</b>	<b>10,318,776</b>	<b>10,430,890</b>	<b>10,544,928</b>	<b>10,664,196</b>	<b>10,784,196</b>			
<b>Uses of Funds (Senior Lien):</b>									
Senior Lien Debt Service:									
Series 2004 (Twins)	806,031	810,758							
Series 2010 (RedSox)	3,167,433	3,237,533	4,134,806	4,202,441	4,274,417	4,348,417			
Proposed Series 2012 (Twins) - Net of Capd (through 10/1/14)	2,012,500	2,108,500	2,126,600	2,084,375	1,979,635	1,874,635			
Senior Lien Debt Service - Subtotal	5,985,964	6,156,791	6,261,406	6,286,816	6,254,042	6,254,042			
<b>Total Senior Lien Debt Service</b>	<b>5,985,964</b>	<b>6,156,791</b>	<b>6,261,406</b>	<b>6,286,816</b>	<b>6,254,042</b>	<b>6,254,042</b>			
<b>Subordinate Expenses:</b>									
Major Maintenance Expenses (re-structured & deferred to FY19)					910,000	1,070,000			
Major Maintenance Associated with Jet Blue Contribution	150,000	150,000	150,000	150,000	150,000	150,000			
Supplemental Internal Loan Repayment (RedSox Contract)									
Supplemental Internal Loan Repayment (Twins Land Purchase)	772,857	720,000	717,143						
Stadium Insurance	289,935	297,603	306,531						
Three Paris Positions						915,727			
Stadium R & R	115,000	115,000	115,000						
<b>Subordinate Expenses - Subtotal</b>	<b>1,276,792</b>	<b>1,282,603</b>	<b>1,288,674</b>		<b>1,975,727</b>	<b>1,990,000</b>			
<b>Total Expenditures</b>	<b>7,262,756</b>	<b>7,439,394</b>	<b>7,550,080</b>		<b>8,261,543</b>	<b>8,244,042</b>			
Phase II Funding (priority sinking fund)									
<b>Cumulative Phase II Funding (sinking fund)</b>									
<b>Ending Fund Balance</b>		<b>2,878,101</b>	<b>2,879,602</b>	<b>2,880,811</b>	<b>2,882,382</b>	<b>2,884,196</b>			



Stadium / Attractions Trust Fund - Sources and Uses of Funds:		Project Funding Plan Exhibit	
Phase I (maximum available) - Funding: Phase II (sinking fund through FY15)		Phase III (sinking fund through FY15)	
Sources of Funds:		Uses of Funds (Senior Lien):	
Beginning Fund Balance	2,889,255	2,889,255	2,889,255
TOT Projected Revenues:			
1/5th TOT Revenues (Ord. No. 09-01 20% Allocation)	31,544,644	31,544,644	32,175,537
Investment Interest (0.70%)	6,485,107	6,306,929	6,485,107
RedSox Lease Receipts	44,959	44,078	44,959
County Match to RedSox Lease Receipts	175,000	175,000	175,000
Twins Capital Contribution Payment Receipts	175,000	175,000	175,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000
RedSox Rental Receipts	530,450	530,450	530,450
Twins Rental Receipts	515,000	515,000	530,450
JetBlue Receipts	515,000	515,000	530,450
State §212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000
<b>Sources of Funds Subtotal</b>	<b>41,107,596</b>	<b>41,107,596</b>	<b>41,107,596</b>
<b>Total Sources of Funds (Including Fund Balances)</b>	<b>43,996,851</b>	<b>43,996,851</b>	<b>43,996,851</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:			
Series 2004 (Twins)	4,743,577	4,665,958	4,743,577
Series 2010 (RedSox)	2,249,875	2,207,125	2,249,875
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	6,873,083	6,873,083	6,873,083
Senior Lien Debt Service - Subtotal	13,836,535	13,746,166	13,836,535
<b>Total Senior Lien Debt Service</b>	<b>13,836,535</b>	<b>13,746,166</b>	<b>13,836,535</b>
<b>Subordinate Expenses:</b>			
Major Maintenance Expenses (re-structured & deferred to FY19)	1,170,000	1,170,000	1,170,000
Major Maintenance Associated with Jet Blue Contribution			
Supplemental Internal Loan Repayment (RedSox Contract)			
Supplemental Internal Loan Repayment (Twins Land Purchase)			
Stadium Insurance	325,000	325,000	325,000
Three Parks Position			
Stadium R & R			
<b>Subordinate Expenses - Subtotal</b>	<b>1,495,000</b>	<b>1,495,000</b>	<b>1,495,000</b>
<b>Total Expenditures</b>	<b>15,331,535</b>	<b>15,241,166</b>	<b>15,331,535</b>
<b>Phase II Funding (priority sinking fund)</b>	<b>2,889,255</b>	<b>2,889,255</b>	<b>2,889,255</b>
<b>Cumulative Phase II Funding (sinking fund)</b>	<b>2,889,255</b>	<b>2,889,255</b>	<b>2,889,255</b>
<b>Ending Fund Balance</b>	<b>2,889,255</b>	<b>2,889,255</b>	<b>2,889,255</b>

Stadium / Instructions: Trust Fund - Sources and Uses of Funds:			
Project Financing Plan Exhibit			
Phase I (minimum avbl. funding) Phase II (sinking fund through FY14)			
	2011	2012	2013
<b>Sources of Funds:</b>			
Beginning Fund Balance	2,894,174	2,894,232	2,897,987
TDT Projected Revenues:	32,819,048	33,475,428	34,144,937
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	6,563,810	6,695,086	6,829,987
Investment Interest (0.70%)	45,858	46,776	47,713
RedSox Lease Receipts	175,000	175,000	175,000
County Match to RedSox Lease Receipts	175,000	175,000	175,000
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000
RedSox Rental Receipts	530,450	546,364	546,364
Twins Rental Receipts	530,450	530,450	530,450
JetBlue Receipts			
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000
<b>Subtotal of Funds</b>	<b>8,640,568</b>	<b>8,788,675</b>	<b>9,061,046</b>
<b>Total Sources of Funds (INCLUDING FUND BALANCE)</b>	<b>11,531,337</b>	<b>11,682,649</b>	<b>11,956,745</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:			
Series 2004 (Twins)			
Series 2010 (RedSox)	4,823,289	4,916,241	4,997,796
Proposed Series 2012 (Twins) - Net of Caps (through 10/1/14)	2,279,875	2,307,375	2,337,250
Senior Lien Debt Service - Subtotal	7,103,164	7,223,616	7,335,046
Total Senior Lien Debt Service	7,103,164	7,223,616	7,335,046
<b>Subordinate Expenses:</b>			
Major Maintenance Expenses (re-structured & deferred to FY13)	1,210,000	1,240,000	1,260,000
Major Maintenance Associated with Jet Blue Contribution			
Supplemental Internal Loan Repayment (RedSox Contract)			
Supplemental Internal Loan Repayment (Twins Land Purchase)			
Stadium Insurance	325,000	325,000	325,000
Three Paris Positions			
Stadium R & R			
Subordinate Expenses - Subtotal:	1,535,000	1,565,000	1,605,000
Total Expenditures	8,638,164	8,788,616	9,060,758
Phase II Funding (priority sinking fund)			
Cumulative Phase II Funding (sinking fund)	2,894,174	2,894,232	2,897,987
Ending Fund Balance			2,900,500

Stadium / Attractions Trust Fund - Sources and Uses of Funds:			
Project Financing Plan Exhibit			
Phase I (Maximum avail. funding) Phase II (Sinking Fund through FY15)			
	2009	2010	2011
<b>Sources of Funds:</b>			
Beginning Fund Balance	2,904,390	2,907,735	2,911,948
TOT Projected Revenues:			
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	36,234,980	36,959,578	37,698,770
Investment Interest (0.70%)	7,246,976	7,391,916	7,539,754
RedSox Lease Receipts	50,631	51,644	52,677
County Match to RedSox Lease Receipts	175,000	100,000	100,000
Twins Capital Contribution Payment Receipts	175,000	100,000	100,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000
RedSox Rental Receipts	60,000	60,000	60,000
Twins Rental Receipts	546,364	562,755	562,755
JetBlue Receipts	546,364	546,364	546,364
State 5/22/20 sales Tax Rebate Grant Receipts	500,000	500,000	500,000
<b>Sources of Funds - Subtotal</b>	<b>43,360,335</b>	<b>43,727,678</b>	<b>44,151,497</b>
<b>Uses of Funds (Senior Lien):</b>			
Total Sources of Funds (Including Fund Balance)	46,260,670	46,655,356	47,052,995
Senior Lien Debt Service:			
Series 2004 (Twins)			
Series 2010 (RedSox)	5,254,571	5,357,583	5,392,086
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	2,456,875	2,386,750	2,440,250
Senior Lien Debt Service - Subtotal	7,711,446	7,694,333	7,832,336
Total Senior Lien Debt Service	7,711,446	7,694,333	7,832,336
Subordinate Expenses:			
Major Maintenance Expenses (re-structured & deferred to FY19)	1,370,000	1,350,000	1,360,000
Major Maintenance Associated with Jet Blue Contribution			
Supplemental Internal Loan Repayment (RedSox Contract)			
Supplemental Internal Loan Repayment (Twins Land Purchase)			
Stadium Insurance	325,000	325,000	325,000
Three Parks Positions			
Stadium R & R			
Subordinate Expenses - Subtotal	1,695,000	1,675,000	1,705,000
<b>Total Expenditures</b>	<b>9,406,446</b>	<b>9,369,333</b>	<b>9,537,336</b>
Phase II Funding (priority sinking fund)			
Cumulative Phase II Funding (sinking fund)	2,904,390	2,907,735	2,911,948
<b>Ending Fund Balance</b>	<b>2,904,390</b>	<b>2,907,735</b>	<b>2,911,948</b>

Stadium / Attractions Trust Fund - Sources and Uses of Funds									
Project Financing Plan Exhibit									
Phase II (linking fund through FY15)									
	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14	07/01/15	07/01/16	07/01/17	07/01/18
<b>Sources of Funds:</b>									
Beginning Fund Balance	2,920,076	2,924,082	2,927,586	2,928,902	2,933,733				
<b>TDT Projected Revenues:</b>									
1/5th TDT Revenues (Ord. No. 09-01.20% Allocation)	40,006,236	40,806,361	41,622,488	42,454,987	43,304,036				
Investment Interest (0.70%)	8,001,247	8,161,272	8,324,498	8,490,987	8,660,807				
RedSox Lease Receipts	55,901	57,019	58,160	59,323	60,509				
County Match to RedSox Lease Receipts	100,000	100,000	100,000	100,000	100,000				
Twins Capital Contribution Payment Receipts	100,000	100,000	100,000	100,000	100,000				
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000				
RedSox Rental Receipts	562,755	579,638	579,638	579,638	579,638				
Twins Rental Receipts	562,754	562,754	562,754	562,754	562,754				
JetBlue Receipts									
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000				
<b>Sources of Funds - Subtotal</b>	<b>10,002,659</b>	<b>10,310,683</b>	<b>10,245,050</b>	<b>10,312,703</b>	<b>10,600,591</b>				
<b>Uses of Funds (Senior Lien):</b>									
Senior Lien Debt Service:									
Series 2004 (Twins)									
Series 2010 (RedSox)									
Proposed Series 2012 (Twins) - Net of Capl (through 10/3/14)	5,678,277	5,787,679	5,892,484	5,958,122	6,064,247				
Senior Lien Debt Service - Subtotal	2,565,375	2,614,500	2,546,250	2,624,750	2,686,500				
Total Senior Lien Debt Service	8,243,652	8,402,179	8,438,734	8,582,872	8,750,747				
<b>Subordinate Expenses:</b>									
Major Maintenance Expenses (re-structured & deferred to FY19)	1,490,000	1,450,000	1,480,000	1,500,000	1,520,000				
Major Maintenance Associated with Jet Blue Contribution									
Supplemental Internal Loan Repayment (RedSox Contract)									
Supplemental Internal Loan Repayment (Twins Land Purchase)									
Stadium Insurance	325,000	325,000	325,000	325,000	325,000				
Three Parks Positions									
Stadium R & R									
Subordinate Expenses - Subtotal	1,755,000	1,775,000	1,805,000	1,825,000	1,845,000				
<b>Total Expenditures</b>	<b>9,998,652</b>	<b>10,177,179</b>	<b>10,243,734</b>	<b>10,407,872</b>	<b>10,595,747</b>				
<b>Phase II Funding (priority sinking fund)</b>									
<b>Cumulative Phase II Funding (linking fund)</b>									
Ending Fund Balance	2,924,082	2,927,586	2,928,902	2,933,733	2,938,577				

Stadium / Attractions Trust Fund - Sources and Uses of Funds:			
Project Financing Plan Exhibit			
Phase I (maximum available) Phase II (ending fund through FY15)			
	9/30/14	9/30/15	9/30/16
<b>Sources of Funds:</b>			
Beginning Fund Balance	2,938,577	2,941,112	2,945,422
TOT Projected Revenues:	44,170,117	45,055,519	45,954,590
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	8,834,023	9,010,704	9,190,918
Investment Interest (0.70%)	61,719	61,719	61,719
RedSox Lease Receipts	-	-	-
County Match to RedSox Lease Receipts	60,000	60,000	60,000
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000
County March Twins Capital Contribution Payment	579,638	-	-
RedSox Rental Receipts	579,637	579,637	579,637
Twins Rental Receipts	-	-	-
JetBlue Receipts	500,000	500,000	-
State \$212.20 Sales Tax Rebate Grant Receipts	-	-	-
<b>Sources of Funds - Subtotal</b>	<b>10,675,018</b>	<b>10,721,060</b>	<b>9,952,274</b>
<b>Total Sources of Funds (INCLUDING FUND BALANCE)</b>	<b>13,613,595</b>	<b>13,621,312</b>	<b>12,897,696</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:	-	-	-
Series 2004 (Twins)	-	-	-
Series 2010 (RedSox)	6,167,858	-	-
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	2,629,625	8,392,750	8,074,875
Senior Lien Debt Service - Subtotal	8,797,483	8,392,750	8,074,875
<b>Total Senior Lien Debt Service</b>	<b>8,797,483</b>	<b>8,392,750</b>	<b>8,074,875</b>
<b>Subordinate Expenses:</b>			
Major Maintenance Expenses (re-structured & deferred to FY19)	1,550,000	1,550,000	1,550,000
Major Maintenance Associated with Jet Blue Contribution	-	-	-
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-
Supplemental Internal Loan Repayment (Twins Land Purchase)	325,000	325,000	325,000
Stadium Insurance	-	-	-
Three Parks Positions	-	-	-
Stadium R & R	-	-	-
<b>Subordinate Expenses - Subtotal</b>	<b>1,875,000</b>	<b>1,875,000</b>	<b>1,875,000</b>
<b>Total Expenditures</b>	<b>10,672,483</b>	<b>10,267,750</b>	<b>9,949,875</b>
Phase II Funding (priority sinking fund)	-	-	-
<b>Cumulative Phase II Funding (sinking fund)</b>	<b>2,941,112</b>	<b>2,945,422</b>	<b>2,947,821</b>
<b>Ending Fund Balance</b>	<b>2,941,112</b>	<b>2,945,422</b>	<b>2,952,599</b>

**AMENDED AND RESTATED  
2012 STADIUM LEASE AGREEMENT  
BETWEEN  
LEE COUNTY  
AND  
MINNESOTA TWINS, LLC**

**DATE: NOVEMBER 6, 2012**

**(Original Date: June 18, 2012)**

## TABLE OF CONTENTS

	Page
1. TERM .....	3
(A) Right of First Refusal – Minor League .....	3
(B) Minor League Transactions .....	4
(C) More Favorable Provisions .....	5
2. LEASED PREMISES .....	5
(A) Major League Stadium and Minor League Complex .....	5
(B) Exclusive Use During Spring Training by the Club .....	5
(C) Exclusive Baseball Activities .....	5
(D) Exclusive Use Areas Outside of Spring Training by the Club .....	6
(E) Non-Baseball Events .....	6
(F) Professional Baseball Use .....	6
(G) Quiet Enjoyment .....	7
3. TICKET SALES .....	7
(A) Ticket Sales from Gross Revenues .....	7
(B) County Allocation .....	7
4. PARKING .....	8
(A) Parking Spaces and Accommodations .....	8
(B) Club Retained Revenue .....	8
(C) Parking Management .....	8
5. CONCESSIONS .....	8
(A) Consultation and Club Concession Revenues .....	8
(B) Certain Concessions .....	9
(C) Costs and Expenses of Concession Operations .....	9
(D) Concessions for Non-Club Events .....	9
(E) County Sale/License of Novelty Items .....	9
(F) Concession Equipment .....	10
(G) Health and Quality Standards .....	10
6. MESSAGE CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS .....	10
(A) Club Sale of Rights and Licenses .....	10
(B) Limitation on Hotel Advertising and Promotion .....	10
(C) County Events Advertising .....	11
(D) Cooperation for Permits and Licensing .....	11

**TABLE OF CONTENTS**  
(continued)

		Page
7.	NAMING RIGHTS .....	11
	(A) Grant and Limitation .....	11
	(B) Naming Rights Guidelines .....	11
	(C) County Use of Names .....	12
	(D) Intellectual Property Rights .....	12
	(E) County Option to Release Hammond Naming Rights .....	13
8.	LEASE PAYMENTS .....	14
9.	FANTASY CAMPS .....	14
	(A) Use of Leased Premises .....	14
	(B) County Authorized Use and Camps .....	14
10.	BROADCASTING .....	14
11.	GAMES PLAYED .....	15
12.	OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS .....	15
	(A) Operating Maintenance .....	15
	(B) Capital Improvements .....	16
13.	EQUIPMENT .....	18
14.	TOURIST PROMOTION .....	18
	(A) Yearly Plan .....	18
	(B) Club Broadcasts .....	18
	(C) Target Field Advertising .....	19
	(D) Spring Training Advertising .....	20
	(E) County Promotion of Club .....	20
15.	SERVICES AND PERSONNEL .....	21
	(A) Club Operating Personnel .....	21
	(B) Fire Protection .....	21
	(C) Security .....	21
	(D) Traffic Control .....	21
16.	VIOLATION OF LAWS .....	21
	(A) Club Compliance with Tax Laws .....	21
	(B) Club Legal Compliance .....	22
17.	CLUB ALTERATIONS AND PROPERTY RIGHTS .....	22
	(A) Alterations and Repairs .....	22
	(B) Return of Property .....	22



**TABLE OF CONTENTS**

(continued)

		Page
	(C) Inspection of Leased Premises .....	22
18.	UTILITIES .....	23
19.	USE .....	23
	(A) Standards and Rights of Use .....	23
	(B) Spring Training Schedule .....	23
	(C) County Use of Leased Premises .....	24
	(D) Club Consent to Certain County Uses .....	24
	(E) County Promotion of Club .....	24
20.	OPERATIONS .....	24
21.	ASSIGNMENT/SUBLEASE .....	24
22.	TAXES .....	25
23.	HOLD HARMLESS/INSURANCE .....	25
	(A) Hold Harmless by County .....	25
	(B) Hold Harmless by Club .....	25
	(C) Insurance .....	26
	(D) Waiver of Subrogation .....	27
24.	DISPUTES .....	28
25.	SUSPENSION OF PLAY .....	28
26.	PROMOTION .....	28
27.	NOTICES .....	29
28.	PERMITS .....	30
29.	TERMINATION AND REMEDIES .....	30
	(A) County Termination of Lease .....	30
	(B) County Remedies Upon Termination .....	31
	(C) Club Termination of Lease .....	31
	(D) Limitation on Right to Terminate .....	32
	(E) Disposition of Capital Improvement Fund on Termination .....	32
	(F) Rights Cumulative .....	32
30.	FIRE OR OTHER CASUALTY .....	32
	(A) Casualty Insurance and Termination by Club .....	32
	(B) Restoration of Leased Premises .....	33
	(C) Prompt Repair and Rebuilding .....	33
	(D) Temporary Facilities .....	33

**TABLE OF CONTENTS**  
(continued)

	Page
(E) Effect on Obligations .....	33
31. STATE OF FLORIDA ECONOMIC DEVELOPMENT FUNDS .....	33
(A) Reimbursement Covenant .....	33
(B) Effect of County Default .....	34
(C) County Reporting Obligations Upon Termination .....	34
32. GENERAL PROVISIONS .....	34
(A) Assignment .....	34
(B) Deliveries .....	34
(C) Remedies Cumulative .....	35
(D) Entire Agreement .....	35
(E) Representations .....	35
(F) Severability .....	35
(G) Governing Document .....	36
(H) Major League Baseball .....	36
(I) Survival .....	36
(J) Radon Gas .....	36
(K) No Third Party Beneficiaries .....	36
33. DEFINITIONS .....	37
EXHIBIT A STADIUM LAND AREA .....	A-1
EXHIBIT B CLUBS EXCLUSIVE USE AREAS .....	B-1
EXHIBIT C ESCROW AGREEMENT .....	C-1
EXHIBIT D SPRING TRAINING DEVELOPMENT AGREEMENT .....	D-1
EXHIBIT E SCHEDULE OF BASE ANNUAL RENT PAYMENTS .....	E-1
EXHIBIT F CAPITAL IMPROVEMENT FUND .....	F-1

## AMENDED AND RESTATED 2012 STADIUM LEASE AGREEMENT

**THIS AMENDED AND RESTATED 2012 STADIUM LEASE AGREEMENT** (this "Lease"), is made and entered into on this 6th day of November, 2012 (the "Signature Date") by and between LEE COUNTY, a political subdivision and charter county of the State of Florida, (the "County"), and MINNESOTA TWINS, L.L.C. a Delaware limited liability company (f/k/a Minnesota Twins, a Minnesota general partnership) (the "Club") (collectively, the County and the Club are referred to herein as the "Parties" and individually, each a "Party").

### PREAMBLE RECITALS

**WHEREAS**, the Club and the County entered into that certain Stadium Lease Agreement dated May 25, 1989 (the "Original Agreement Date"), for the lease of the Leased Premises, including, without limitation, the Lee County Sports Complex, a Major League Baseball Spring Training (defined below) and Minor League baseball facility in Lee County, Florida (the "Original Agreement"), for a period of twenty (20) years commencing with the calendar year 1991, inclusive; and

**WHEREAS**, the Club and the County amended and restated the Original Agreement pursuant to that certain Amended and Restated Stadium Lease Agreement dated August 3, 2004 (the "Amendment Date"), for the purposes of, among other things, (i) reflecting the Parties' then current course of business dealings, and (ii) to establish an ongoing relationship between the Club and the County for an extended lease term that terminates (subject to renewals) upon the completion of the Club's 2020 Spring Training season (the "Amended Agreement"); and

**WHEREAS**, the Amended Agreement provides that the County and Club will meet on a periodic basis to review the design, specifications, quality and other attributes of the Stadium Complex (as defined below) in comparison to all Major League Baseball Spring Training stadiums recently constructed or renovated; and

**WHEREAS**, the County and the Club met to discuss the improvements and/or expansion necessary for the Stadium Complex to be brought to current Major League Baseball Spring Training standards and the County has engaged a consultant for such purpose, which consultant issued its report on June 4, 2012; and

**WHEREAS**, the County and the Club entered into that certain Conditional Lease Agreement dated June 19, 2012 (the "Conditional Agreement") pursuant to which, among other things, the County and the Club conditionally agreed upon an extended lease of the Leased Premises, subject to termination under certain conditions, including, without limitation, the failure to execute and deliver a Spring Training Development Agreement (as defined below) and this Lease on or before February 1, 2013; and

**WHEREAS**, this Lease amends and restates the Conditional Agreement in its entirety and is named "Amended and Restated 2012 Stadium Lease Agreement"; and

**WHEREAS**, the County and the Club shall concurrently execute and deliver the Spring Training Development Agreement with this Lease for implementation of agreed upon improvements and expansion of the Leased Premises based upon the findings and recommendations by the consultant, and as set forth in the Spring Training Development Agreement, which Spring Training Development Agreement must be executed, delivered by, and legally binding upon, each of the Parties hereto for this Lease to be valid, enforceable and legally binding; and

**WHEREAS**, the (i) Original Agreement is in full force and effect as of the Original Agreement Date, and remains effective and enforceable through the Amendment Date, and (ii) the Amended Agreement is in full force and effect as of the Amendment Date, and is and shall be effective and enforceable through the Commencement Date, if such date occurs; and

**WHEREAS**, if the Commencement Date does not occur, the terms of the Amended Agreement shall govern the Parties through the remainder of the "Term" and any "Renewal Terms," as each of those terms are defined in the Amended Agreement; and this Lease will be deemed void, with no further force or effect; and

**WHEREAS**, if the Commencement Date does occur, the terms of this Lease shall govern all of the rights and obligations of the Parties from and after the Commencement Date and the Amended Agreement shall terminate; and

**WHEREAS**, the Club and the County have continuously performed under the terms of the Original Agreement, the Amended Agreement and the Conditional Agreement, respectively, from the Original Agreement Date to the date hereof; and

**WHEREAS**, the Lee County Sports Complex has served, and will continue to serve, the public purpose of promoting tourism, gainful employment and economic growth within Lee County, Florida and the State of Florida; and

**WHEREAS**, the Club and the County desire to amend and restate the Amended Agreement for the purpose of, among other things, establishing the basis for the on-going relationship between the Club and the County for an extended lease term that terminates upon the completion of the calendar year of the Club's Spring Training season thirty (30) years following the Commencement Date, subject to completion of the requirements of the Spring Training Development Agreement and achievement of the Commencement Date; and

**WHEREAS**, the County (i) had the authority to enter into the Original Agreement and the Amended Agreement, and (ii) has the authority to enter into this amendment and restatement to the Amended Agreement, as provided by the Lee County Charter and relevant provisions of Florida law; and

**WHEREAS**, the County anticipates receipt of the award by the State of Florida certain State Development Funds (as defined below) as contemplated by Florida law for the purpose of the design and construction of the County Capital Improvements described in the Spring Training Development Agreement and Section 12(B)(5) of this Lease;

**NOW, THEREFORE**, in consideration of the Preamble Recitals above, each of which is incorporated by reference herein as an essential term hereof, the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, **THE PARTIES HERETO AGREE AS FOLLOWS:**

### AGREEMENT

I. **TERM** Pursuant to the Original Agreement, the Amended Agreement and the Conditional Agreement, the Club has, beginning with the 1991 Major League Baseball Spring Training season, engaged in Major League Baseball Spring Training exclusively at the Lee County Sports Complex at and in the "Leased Premises," as respectively defined in those agreements. This Lease amends and restates the Conditional Agreement in its entirety. This Lease shall become effective on the Signature Date and the "Term" (as defined below) of this Lease shall commence on the Commencement Date. The "Commencement Date" is defined as the date on which the County delivers to the Club the final official certificate of occupancy (or its equivalent under applicable law or regulation) which is issued by the County (or other applicable governmental or regulatory authority) after construction and/or implementation of the entirety of the requirements set forth in the Spring Training Development Agreement (set forth as Exhibit D) entitling the Club to occupy and enjoy the full beneficial use of the full Leased Premises and all appurtenances thereof for its intended purposes. Between the Signature Date and the Commencement Date, this Lease shall be held in escrow in accordance with the terms of the escrow agreement attached hereto as Exhibit C (the "Escrow Agreement"), and the terms of the Amended Agreement shall remain in full force and effect. From and after the Commencement Date, the Club shall enjoy the full beneficial occupancy of the Leased Premises under the terms of this Lease and this Lease shall amend and restate the Amended Agreement and continue without interruption for a period of thirty (30) continuous years from and after the Commencement Date (the "Term") (except as may be provided for otherwise herein). This Lease may be extended at the option of the Club for two (2) separate, but consecutive, periods of ten (10) years each (each, a "Renewal Term" and, collectively, the "Renewal Terms"). In order to exercise (i) the first ten (10) year Renewal Term, the Club must provide written notice to the County of such option exercise at least one (1) year prior to expiration of the Term, and (ii) the second ten (10) year Renewal Term, the Club (A) must have exercised the first ten (10) year Renewal Term, and (B) must provide written notice to the County of such option at least one (1) year prior to the expiration of the first Renewal Term.

(A) **Right of First Refusal - Minor League.** The Club shall also have the right of first refusal to use the Leased Premises for all Minor League play (beyond that contemplated hereby) exercisable upon six (6) months prior written notice to the County. Any Minor League use (outside of the permissible uses by the Club hereunder) between April 15 and December 31 of any calendar year shall be covered by a separate agreement made between the Parties, which agreement shall include substantially the same basic terms and conditions as set forth herein. The Parties shall endeavor in good faith using commercially reasonable efforts to maintain a recognized Minor League franchise for the Leased Premises. In the

event that (i) the Club does not at any time during the Term or any Renewal Term maintain a recognized Minor League franchise for the Leased Premises, and (ii) the County intends to enter into an agreement with any third party for the use of all or any portion of the Leased Premises for such a Minor League franchise, the County shall notify the Club in a writing which specifies in reasonable detail the terms and conditions upon which the County intends to provide the Leased Premises to such third party no later than eighteen (18) months prior to the intended effective date of such agreement, then the Club shall have six (6) months from the date of such notice from the County to elect to bring a Minor League franchise affiliated with the Club to the Leased Premises. No later than the expiration of such six (6) month period, the Club shall notify the County in writing of either (i) its consent to the use of the Leased Premises by such third party, or (ii) its exercise of the right of first refusal pursuant to this Section 1(A) of this Lease. Notwithstanding anything to the contrary contained in this Lease, in no event may the County permit the use of the Leased Premises by a third party Minor League franchise under this Section 1(A) either (a) in any manner that interferes with the exclusive rights granted to the Club under this Lease, or (b) on any term or condition more favorable to such third party than is provided to the Club under this Lease, unless such term or condition is provided by the County to the Club.

(B) Minor League Transactions. Notwithstanding any contrary terms or conditions set forth in this Lease, the County shall not enter into any transaction or agreement, and shall not participate directly or indirectly in any transaction or agreement, or explicitly or implicitly consent with respect to any transaction or agreement, which contemplates as a party or as a direct or indirect beneficiary any Minor League team that is during the Term or any Renewal Term either: (a) a Minor League contractual affiliate of the Club, or (b) a Minor League team with exclusive Minor League territorial rights within Lee County, which includes the Lee County Sports Complex (or any successor name that generally describes the Leased Premises), to play Minor League baseball in any capacity to the exclusion of any other Minor League baseball team that is an affiliate of the Club (or its successor in interest to the Leased Premises), unless either:

(i) the Club has a replacement Minor League team that is authorized under applicable league rules to play within the Minor League territory that includes Lee County Sports Complex for the Term and any Renewal Term when and after the transaction, agreement or consent is proposed to be entered into or given, respectively, or

(ii) the Minor League team with whom the County is to contract, or on or for whose behalf a contract will be entered into which allows the Minor League team to play in any Lee County facility, waives (and obtains any consent or waiver required of or by any league or other authority required) any right of exclusivity within the Minor League territory that includes the

Lee County Sports Complex for the remainder of the Term and any Renewal Term.

The provisions above will be interpreted to mean that under no circumstances will a Minor League team with whom the County is, or anticipates to be contracted, be required to provide a waiver of territory for any Person, including, without limitation, any Major League Club, other than the Club.

- (C) More Favorable Provisions. The County agrees that if, at any time during the Term or any Renewal Term, it grants to a third party any terms or conditions more favorable to such third party than the terms or conditions provided to the Club under this Lease for any stadium or complex for major league Spring Training, Major League Baseball operations or Minor League activities ("More Favorable Provisions"), the County shall promptly offer the Club any such More Favorable Provisions as was, is, or will be available to such third party. For purposes of this section and the definition of "More Favorable Provisions," More Favorable Provisions shall pertain only to the comparison of the amount of total consideration paid to the County by the Club compared to the total consideration paid by such third party taking into account the comparability of the respective Spring Training facilities used by the Club and such third party.

2. LEASED PREMISES. In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, the County does hereby (i) lease, let, demise, and rent unto the Club, and the Club does hereby rent and lease from the County, the following (the "Leased Premises" or the "Premises"), and (ii) grant the further rights set forth below:

- (A) Major League Stadium and Minor League Complex. The Major League stadium and the Minor League complex located at the Lee County Sports Complex, respectively 14100 and 14110 Six Mile Cypress Parkway, Ft. Myers, Florida, together with adjacent and dedicated land and all other improvements from time to time located on, adjacent to or used or utilized in connection with the Premises and all appurtenances relating to any of the same, including, without limitation, the land, improvements and appurtenances described and/or set forth in Section 4 and in the Spring Training Development Agreement (respectively, the "Major League Stadium" and the "Minor League Complex" and collectively, the "Stadium Complex"), that are more particularly described and set forth in Exhibit A and Exhibit D attached hereto;
- (B) Exclusive Use During Spring Training by the Club. The right to utilize on an exclusive basis for the purpose of conducting Spring Training and all Major League Baseball activities and operations, all improvements and appurtenances located on the Premises for the period of time each year as described above.
- (C) Exclusive Baseball Activities. Throughout the Term and any Renewal Term, the right to use the Leased Premises for its events and activities, player training and



rehabilitation programs, player development activities or operations, and player and Club personnel dormitory (sleeping) activities, including, without limitation, any instructional league and organizational meetings, events and activities, and all other similar events related to the operations of Club or its affiliates professional baseball activities, (the "Club's Exclusive Baseball Activities");

- (D) Exclusive Use Areas Outside of Spring Training by the Club. The exclusive right to use, on a year-round basis throughout the Term and any Renewal Term, the offices (including, without limitation, the ticket manager's office), clubhouse area, playing fields (excluding the rights to the playing fields as set forth in Section 19, including the non-exclusive use by the County, the Minor League affiliate of the Club and fantasy camps as described in such Section 19), the player development academy and dormitory (sleeping) facilities (to be managed, operated and maintained (excluding capital improvements) by the Club) and other locations (the "Club's Exclusive Use Areas") as depicted and/or described on Exhibit B (Club Exclusive Use Areas) and Exhibit D (Spring Training Development Agreement), each as attached hereto and including, without limitation, any other areas on the Leased Premises that may be constructed or renovated following the date hereof which may be designated by the Club as included in the Club's Exclusive Use Areas, provided, however, with respect to additional Club Exclusive Use Areas that are not set forth in Exhibits B or D, and do not exist as of the Commencement Date, shall be subject to the prior written approval of the County, which approval shall not be unreasonably withheld or delayed. The dormitory (sleeping) facilities, such facilities shall be (a) used only in accordance with applicable law and regulations, including, without limitation, all local, state and federal zoning and permitting standards, and (b) shall not be rental rooms that are used to accommodate the general public, but rather shall be rooms for use solely by the Club personnel, partners and representatives;
- (E) Non-Baseball Events. Throughout the Term, and during the period of Spring Training, the right to use the Leased Premises for the purpose of sponsoring or conducting non-baseball activities, subject to the issuance of any required County permits generally applicable for such activities in or around the Major League Stadium, such as, by way of example only and without limitation, sponsoring or conducting musical concerts, theatrical performances, or any other event intended for general entertainment purposes (each a "Club Non-Baseball Event"). With respect to Club Non-Baseball Events (i) Club should notify County of the intent to use complex for a non-baseball event, (ii) such non-baseball event in no way can be detrimental to the playing surface, (iii) should the playing surface be damaged during such non-baseball event the Club will be responsible for any repairs, and (iv) the County shall require all third party users of the playing fields for any non-baseball event to be liable for any damage to the playing fields and to be responsible for such repairs.
- (F) Professional Baseball Use. During the Term and any Renewal Term, and for so long as same has not been terminated by reason of a Club Default (as defined



below), the Club may conduct professional baseball activities by itself and in conjunction with organizations other than the Club including, without limitation, activities for Spring Training and Minor League operations. The Club shall not be required to share the Leased Premises, for any reason, with any third party unless specifically provided in this Lease or in a separate written amendment to this Lease; and

- (G) Quiet Enjoyment. Uninterrupted access to and egress from the Leased Premises and any other improvements from time to time located on or about the Leased Premises including, without limitation, access to and egress from all areas owned, licensed or otherwise controlled by the County that are reasonably necessary for the Club to exercise its rights and perform its obligations under this Lease, subject only to the right of the County during times declared by the State of Florida and/or the County to be a public emergency, to restrict access, egress and/or use of all or portions of the Leased Premises to serve as temporary staging areas or for such other purposes as the County declares necessary and expedient to protect the public's safety, health and welfare.

3. TICKET SALES. The Club shall set the Spring Training ticket prices, shall operate and manage all ticketing operations, including, without limitation, ticket sales ("Ticket Sales") for Spring Training games and Club Non-Baseball Events, and shall be entitled to receive the "Gross Revenues From Ticket Sales" (as defined below) collected by the Club on an annual basis during the Term or any Renewal Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Club, unless otherwise specified herein.

- (A) Ticket Sales from Gross Revenues. For purposes of this Lease, "Gross Revenues From Ticket Sales" shall mean the total gross revenues from Ticket Sales less any taxes or charges imposed by any governmental, regulatory or taxing authority generally, included in the gross price of the ticket paid by the purchaser and required to be remitted by the Club to the governmental, regulatory or taxing authority and the portion of such receipts from Spring Training game Ticket Sales payable to the visiting Major League Club.

- (B) County Allocation. In consideration of the benefits provided herein, the Club shall provide the County, at no charge, (i) with an aggregate of forty (40) admission tickets for reserved ticket seating (or such other lower number for any game as are actually requested by the County) for each Spring Training game, and (ii) the use of a suite to accommodate up to forty (40) persons (including, without limitation, reserved seating tickets and complementary parking passes for suite attendees) at the Stadium Complex ("County Suite") for each Major League Baseball Spring Training game; in each case of (i) and (ii) above, to help the County promote tourism, economic development and community goodwill. The Parties agree that, to the extent the County does not use all the tickets in the County Suite for any Spring Training game, such unused tickets may be used by the Club. The County agrees to be responsible for the payment of all Concession

items, including, without limitation, food and beverage items served in the County Suite for guests of the County. The Club shall provide a thirty-five percent (35%) discount for all County Suite food and beverage purchases. Such discount shall be applied against the standard food and beverage price sheets applicable to all suite users.

4. **PARKING.** The Club shall be responsible for collecting all parking fees and related revenues derived from Spring Training activities and all other professional baseball or related events, and shall retain all revenues derived therefrom. The County shall retain the exclusive use of the parking area(s), without charge, before and after Spring Training for County baseball and non-baseball events.

(A) **Parking Spaces and Accommodations.** The County agrees to provide, or cause to be provided, parking spaces that are sufficient to meet the parking requirements of the Major League Stadium seating capacity, and such parking spaces shall be located within the Sports Complex. The parking plan reflecting the foregoing shall be set forth in the Spring Training Development Agreement. No change shall be made to the parking plan during the Term and any Renewal Term without the mutual consent of the Parties, which consent shall not be unreasonably withheld, delayed or conditioned. Any such change shall be proposed not later than ninety (90) days prior to the start of Spring Training. The Parties will cooperate to determine an appropriate shuttle service and appropriate allocation of cost.

(B) **Club Retained Revenue.** The fees to be charged for all parking derived from Spring Training activities shall be determined by the Club in its sole discretion.

(C) **Parking Management.** During the Spring Training period, all parking areas under this Lease shall be managed and operated exclusively by the Club or its designee(s) throughout the Term and any Renewal Term.

5. **CONCESSIONS.** The Club or its designee shall control the sale of all food, beverages, merchandise, novelties, and logo items mentioned below and the like (commonly called "Concessions") on the Premises. The Club shall be free to contract with a third party to operate such Concessions on terms and conditions approved by the Club in its sole discretion so long as the Club causes such third party to conduct such Concessions operations in accordance with applicable County ordinances and regulations.

(A) **Consultation and Club Concession Revenues.** The Club agrees to consult periodically with the County concerning Concession prices. The Gross Revenues From Concessions shall be the sole and exclusive property of the Club. "Gross Revenues From Concessions" shall mean total Concessions revenues from all operations on the Leased Premises, including, without limitation, but not limited to Spring Training operations, less all taxes and charges imposed by any governmental, regulatory, or taxing authority and subject to **Sections 5(D)** and **5(E)** below.

- (B) Certain Concessions. The Club, or its designee, may, during the Term and any Renewal Term, publish and sell or dispense scorecards, yearbooks, game programs and novelty items carrying the logo or marks of Major League Baseball, the Club or of any other Major League Club on the Premises, all of which shall be deemed to fall within the definition of "Concessions," and the revenues derived from the sale of such publications, logo items, scorecards, yearbooks and game programs, shall be included in the calculation of Gross Revenues From Concessions.
- (C) Costs and Expenses of Concession Operations. The Club, or its designee, shall be responsible for paying all costs and expenses of Concessions operations. As the concessionaire, the Club or its designee shall operate the Concessions in a manner consistent with industry standards, including, without limitation, providing a sufficient number of properly trained Concession personnel to provide the Concessions to those attending all events held at the Leased Premises. In addition, the Club agrees to provide (or cause to be provided) a reasonable selection of quality items for purchase by those attending Spring Training events at the Leased Premises.
- (D) Concessions for Non-Club Events. The County shall notify the Club of any non-Club events for which it desires that the Club provide Concessions operations no less than fifteen (15) business days prior to the date of such event. The Club may provide such operations for any event requested by the County, but shall not be obligated to provide such operations. If the Club provides such operations for any event requested by the County, the Club shall be compensated as if the Club were a third party concessionaire, consistent with its other concession activities as set forth herein. Should the Club elect not to provide such Concessions operations, the County shall be free to contract with a third party to provide such Concessions operations, subject to the final approval of the Club, which approval shall not be unreasonably withheld or delayed (but which may include reasonable terms and conditions for the use of any equipment owned by the Club or its designee). Subject to Section 5(E) below, the County shall be entitled to retain the following amounts in respect of Concessions operations for any non-Club events: (1) all revenues from Concessions operated by an approved third party pursuant to this Section 5(D) (subject to any reasonable terms and conditions, including, without limitation, financial responsibility of the County for any damages incurred, of the Club approval), and (2) the net revenue available to the Club after deduction of any and all costs and expenses associated with such Concessions operations for the applicable event, including, without limitation, any commissions or allowances paid to a third party concessionaire. Subject to the limitations of Florida Statute 768.28, the County shall indemnify the Club for any damage or other costs incurred by the Club in connection with the County's operation of the Concessions.
- (E) County Sale/License of Novelty Items. Notwithstanding the foregoing, the County reserves the right to sell or allow third parties to sell novelty items only at

County sponsored or authorized events at the Leased Premises or at events other than Spring Training or non-professional baseball uses held on the Leased Premises. The County or third parties may not sell novelty items that carry the Club logo or marks or the logo or marks of any other Major League Club or any Minor League club. The County or its designee shall retain all revenues from the sale of novelties in accordance with this Section 5(E).

- (F) Concession Equipment. The Club or its designee shall purchase and maintain all equipment reasonably necessary for the operation and sale of Concessions for Spring Training events held at the Leased Premises during the Term and any Renewal Term. Concession equipment and all other equipment acquired by the Club (or its designee) shall be the property of the Club (or its designee) both during and after the Term and any Renewal Term. The County acknowledges and agrees that all Concessions equipment on the Leased Premises as of the date hereof belongs to the Club or its designee.
- (G) Health and Quality Standards. The Club or its designee shall maintain standards of cleanliness and product quality consistent with high quality industry standards at a Major League Baseball Spring Training facility. The Club shall consult annually with the County as to these issues and as to pricing issues and shall give due consideration to the views of the County regarding these issues.

6. MESSAGE CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS.

- (A) Club Sale of Rights and Licenses. Except for approved events held by the County, the Club shall be entitled to sell rights with respect to the Leased Premises, subject to applicable laws, regulations and County review as to the propriety of the naming as set out in Section 7 below. The activities set forth herein with respect to which the Club is authorized are not limited to those enumerated herein. All revenues received by the Club from or in connection with this Lease shall be the property of the Club or its designee, including, without limitation, all advertising, promotions or sponsorships, including, without limitation, scoreboard/message center advertising, billboard signage (i.e., outfield fence, concourses and other advertising signage) and advertising rights and the rights with regard to the naming of the Spring Training facility or any part thereof as set forth in Section 7. Naming rights shall not be subject to termination by the County until the expiration of this Lease and any extensions thereof.
- (B) Limitation on Hotel Advertising and Promotion. The Club agrees that it will not permit billboard signage in the Major League Stadium to advertise or promote any specific hotel, inn or any other facilities offering overnight accommodations to transient guests (collectively, "Hotels") which are not located within Lee County or in the State of Minnesota. The foregoing, however, shall not prohibit the Club from selling billboard signage to promote any national business entity which operates or owns a "chain" of Hotels throughout several states.

- (C) County Events Advertising. Subject to compliance with any applicable MLEB Rules and Regulations, the County shall have the right to sell message center advertising during County events as permitted herein. All gross revenues derived from the sale of message center advertising in accordance with this Section 6(C) shall be the sole and exclusive property of the County, and the County shall be responsible for all third party expenses incurred in connection with such advertising. In no event may the County sell any message center advertising to an entity if the sale of such advertising would cause the Club to breach any exclusivity granted to a naming rights or presenting sponsor pursuant to Section 7 below, unless the Club has expressly approved in advance such advertising in writing. The County may display alternate product signage during events that occur outside of Spring Training season to promote economic development and tourism.
- (D) Cooperation for Permits and Licensing. The County shall use all reasonable, lawful and permissible efforts to assist the Club in obtaining any and all permits or licenses required under the laws or regulations of any governmental authority and necessary for the scoreboard message center and billboard or fixed signage advertising. The County shall also not act unreasonably to withhold or delay its approval of any such permits or licenses required under its laws or regulations.

## 7. NAMING RIGHTS.

- (A) Grant and Limitation. The County agrees that it is granting to the Club exclusive naming (and presenting sponsorship) rights to all or any portion of (i) the Stadium Complex and (ii) any building located on the Leased Premises; provided, however, the foregoing grant shall not include naming rights to William H. Hammond Stadium, and the Major League Stadium shall continue to be named "William H. Hammond Stadium" throughout the Term and any Renewal Term. Subject to the foregoing sole exception, the Club shall have the right to sell all other naming rights with respect to the Leased Premises, and all revenues therefrom shall be the property of the Club. The Club shall be under no obligation to exercise its right to sell naming rights. The County shall cooperate with the Club and the naming rights holder(s), if any, in all matters arising in connection with the implementation of the naming right holder's benefits under any such naming rights agreement(s), including, without limitation, removal of and addition to external and internal Stadium Complex and other Leased Premises signage.
- (B) Naming Rights Guidelines. With respect to the Club's naming rights described herein for all or any portion of the Stadium Complex and the buildings located on the Leased Premises, provided that (i) the duration of any contract for naming rights of a third party shall expire no later than the expiration of the Term (whether upon expiration of this Lease or by earlier exercise of any termination rights in this Lease), (ii) the Club shall not permit any name to be given to any portion of the Stadium Complex and the buildings located on the Leased Premises

that would be in violation of any law or regulation, (iii) the Club shall not permit any name of any entity that is in an industry that is part of any advertising which (a) is contrary to law or promotes any unlawful activity or purpose, (b) does not meet national network television broadcast standards, or (c) may be offensive to the public, and (iv) the name of the complex constituting the Leased Premises and the name of the main playing field at William H. Hammond Stadium shall be approved by the County, which approval shall not be unreasonably withheld, delayed or conditioned. In approving or disapproving a name, the County may consider the proprietary of the name or product it represents for a public facility. The Club agrees that no geographic term may appear in the name except "Florida," "Lee County," "Ft. Myers," "Minnesota," or "Minneapolis," or such other geographic designation as is part of the name of the entity that purchases the naming rights (for example, Bank of America, US Airways and Air France).

(C) County Use of Names. The County shall exclusively use the name(s) given to all or any parts of the Stadium Complex and the buildings located on the Leased Premises in accordance with the terms of this Section 7 in all correspondence, communications, advertising and promotion it may undertake with respect to the Leased Premises, including, without limitation, in connection with the promotion of County events, subsequent to receipt of written notice from the Club of the determination of such name. In the event that such name(s) or any name given to all or any part of the Leased Premises is changed, the Club shall reimburse the County for any and all costs incurred by it in connection with such name change, including, without limitation, the cost of replacing letterhead, envelopes, mailing labels, business cards, advertising and promotional materials, websites, and telephone listings and advertising.

(D) Intellectual Property Rights.

(1) Intellectual Property Rights of the County. The Club acknowledges and agrees that the name "William H. Hammond Stadium" and all derivatives thereof are and will remain the exclusive property of the County. The County hereby grants to the Club an exclusive (except as to the County with respect to its use in accordance with the provisions of this Lease), royalty free license to use throughout the Term and all Renewal Terms the name and image of the Premises, including William H. Hammond Stadium and all derivatives thereof, including any and all Composite Marks in connection with the marketing, promotion and advertising of the Club's business and operations. The foregoing right includes the right to sublicense such names, images and Composite Marks by the Club in its discretion. Each Composite Mark shall be the sole and exclusive property of the Club, subject to the County's ownership rights in such marks. The Club shall have the right to register, with the assistance of (but not at the expense of) the County, any Composite Marks containing the name and image of the Premises, including William H. Hammond Stadium, and all derivatives thereof. Nothing herein is intended to transfer any ownership



rights or title in the County's intellectual property to the Club. The Club will not at any time do or cause to be done any act or thing contesting or impairing in any way the County intellectual property rights or title, or other proprietary interests. Any and all good will attendant to or arising from the Club's use of the name "William H. Hammond Stadium", derivatives thereof, and any other intellectual property owned by the County shall inure to the exclusive benefit of the County.

(2) Intellectual Property Rights of the Club. The Club trademarks, logos, design, product identification, decals and artwork and all other similar intellectual property ("**Club Intellectual Property**") will be and remain the property of Club. Any and all rights under trademarks or copyrights, and similar and/or derivative intellectual property rights that are or become Club Intellectual Property will inure to the benefit of the Club. The County shall not have the right to use Club Intellectual Property except as specifically set forth in this Lease, and any such grant to the County is non-assignable and non-transferrable and will be utilized by the County only for the purposes of and for the specified Term and any Renewal Terms of this Lease. All uses of Club Intellectual Property by the County shall be subject to the written approval of the Club, prior to production, distribution and/or other use. The use authorized herein is limited to the Club Home Television Territory and the Spring Training Territory. Nothing herein is intended to transfer any ownership rights or title in the Club Intellectual Property to the County. The County will not at any time do or cause to be done any act or thing contesting or impairing in any way the Club Intellectual Property rights or title, or other proprietary interests.

(E) County Option to Release Hammond Naming Rights. The County shall have the option and right to convey naming rights and interests to the Club for the Major League Stadium to replace "William H. Hammond Stadium." The Club may at its discretion accept such rights pursuant to a written notice of acceptance. If the Club accepts such rights from the County, it shall be under no obligation to promote, market or license such rights to a third party; however, if the Club does license such Major League Stadium naming rights to a third party to replace "William H. Hammond Stadium," the Club agrees that it will make reasonable commercial efforts to cause the naming rights sponsor(s) to make a donation to the County on a yearly basis for the term of any naming rights agreement(s). The amount paid, if any, by a naming rights sponsor(s) shall be used exclusively for the Capital Improvements Fund and deposited by the County to the account established for the Capital Improvements Fund described in Section 12(B), and as set forth in Exhibit F. The contribution will not reduce the County's obligation as set forth in Exhibit F, and such funds shall be in addition to the amounts paid by the Parties in accordance with Exhibit F.

8. **LEASE PAYMENTS.** As consideration for this Lease and as rent due to the County for the lease of the Leased Premises to the Club, the Club agrees to pay to the County a guaranteed base annual lease payment for each year during the Term and any Renewal Term the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Base Annual Rent"). The Base Annual Rent shall be increased every five (5) years by adding a three percent (3%) increase during the Term and any Renewal Term, as set forth on Exhibit E. Such payments shall be made to the County no later than June 1 of each year during the Term and any year during any Renewal Term. The Club shall be responsible for payment of the State of Florida sales tax in accordance with Florida Statute §212.031, as such statute may be amended, revised or renumbered from time to time.

9. **FANTASY CAMPS.**

(A) **Use of Leased Premises.** In the event the Club or its designee or assignee shall hold or conduct any fantasy camp at the facility at any time during the Term or any Renewal Term, the Club shall pay no additional costs to the County for the use of the Leased Premises for such fantasy camp. All revenues derived from such Club fantasy camps shall be the property of the Club.

(B) **County Authorized Use and Camps.** The Parties agree that the Club and its designees and assigns shall be entitled to use the Leased Premises for up to three (3) weeks a year for the fantasy camps pursuant to this Section 9. The County reserves the right to also conduct fantasy camps in the Major League Stadium when not occupied by the Club with reasonable prior notice given to the Club, which notice shall not be less than thirty (30) days. The County will not promote (nor permit others to promote) such fantasy camps as being affiliated with or sanctioned by Major League Baseball or any Major League Club, nor shall the County conduct such fantasy camps at any time during which it would interfere with the Club's rights to use the Leased Premises in accordance with this Lease. The Club shall have the right to veto any fantasy camp conducted by the County as contemplated herein if such fantasy camp utilizes Minnesota Twins present or former players. All revenues derived from the County's fantasy camps will be the exclusive property of the County.

10. **BROADCASTING.** The County shall equip the Major League Stadium for broadcast, cablecast and/or televising of any games played by the Club and shall maintain the equipment necessary therefor. The Club shall retain any and all broadcasting and television (cable and over-the-air) rights for any games played by the Club or its Minor League teams at the Stadium Complex. The Club and its affiliates and agents shall not be charged any "hook-up" fees or similar charge for Major League Baseball and/or Minor League baseball events. Subject to the MLB Rules and Regulations, the County shall have the right to charge reasonable hook-up fees and other similar charges to visiting teams for Major League Baseball and/or Minor League baseball events.



11. **GAMES PLAYED.** The Club will play each and every one of its regularly scheduled Spring Training home games exclusively at the Major League Stadium. Such exclusivity shall not include any exhibition games scheduled to be played by the Club during or following the conclusion of the Florida-based Spring Training schedule, and prior to the immediate ensuing Major League Baseball regular season, or any home game approved by the BOC to be played at a location other than the Major League Stadium. The Club shall endeavor in good faith to request that MLB schedule no less than two (2) night games during Spring Training each year during the Term and any Renewal Term.

12. **OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS.**

(A) **Operating Maintenance.**

(1) **County Maintenance.** Throughout the Term and any Renewal Term, and except as otherwise expressly provided herein, the County shall, at its sole expense, provide all cleaning, repair and operational maintenance services for the Leased Premises in conformity with high quality industry standards, including, without limitation, the playing and practice fields located thereon at no expense to the Club. For purposes of this Lease, cleaning, repair and operational maintenance services shall mean those ordinary cleaning, maintenance and repair services necessary to keep the Premises in first-class good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life, including, without limitation, painting, waterproofing and any expenditures that would otherwise be treated as capital in accordance with generally acceptable accounting principles but become necessary (a) as a result of the County's failure to conduct appropriate operational maintenance services pursuant to this **Section 12(A)**, or (b) to maintain the Leased Premises in good working order.

(2) **Maintenance Standards.** The Leased Premises shall be maintained by the County pursuant to the terms of this Lease and in accordance with the highest level of practiced professional baseball standards. The maintenance of the athletic fields located at the Leased Premises shall include, without limitation, recycling, sustainability, fertilization, weed and vegetation control, and pest control and shall be done after normal game and Club practice hours to ensure minimum interruption with Club activities.

(3) **Club Maintenance Responsibility.** The Club shall be responsible for providing janitorial services for the Club's Exclusive Use Areas. The County shall be responsible for payment of janitorial services only for its direct usage of the Club's Exclusive Use Areas either by the County or third parties that are hosted or otherwise licensed by the County for activities in the Club's Exclusive Use Areas. The Club shall reasonably

charge and invoice the County for its pro-rata percentage of such service cost or the County may elect to perform or provide such janitorial services during or following each such event.

- (4) Purchase of Corporate Sponsor Products/Services. In connection with any operations at the Leased Premises, the Club shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

(B) Capital Improvements

- (1) Capital Improvements Fund. The County and the Club have established an account for mutually agreed upon capital improvement projects to benefit the Leased Premises during the Term and the Renewal Terms, if any (the "Capital Improvements Fund"). No later than January 1 of each calendar year during the Term and any Renewal Term, the County and the Club shall contribute funds to the Capital Improvement Fund in accordance with the schedule of contributions to the Capital Improvement Fund as set forth in the attached Exhibit E. Notwithstanding the schedule set forth in Exhibit E, the County and the Club have agreed that if the County sinking fund is not sufficient to timely fund the "County Payment Obligation" under, and as defined in, the Spring Training Development Agreement, the Club has covenanted to advance future contributions to the "Capital Improvements Fund" as defined in and under the Amended Agreement or this Lease, as applicable, to supplement the sinking fund deficiency. The County agrees that such Club advances shall be credited against payments set forth in Exhibit F of the Amended Agreement and this Lease, as applicable.
- (2) Capital Improvements. The County shall be financially responsible for and undertake capital improvements to the Leased Premises in accordance with the terms herein and in conformity with highest quality Major League Baseball industry standards. For purposes of this Lease, capital improvements shall mean those improvements that restore an asset or add to its useful life, or relate to assets having a useful life of more than twelve (12) months, in accordance with generally accepted accounting principles but shall expressly exclude capital expenditures to Concession and novelty equipment, portable Concession units, and equipment owned solely by the Club.

- (3) Club List of Capital Improvements. The Club shall provide to the County annually by January 1 a list of those capital improvements reasonably anticipated to be needed in the following fiscal year (October 1 to September 30.) The County shall provide the Club an estimate of the cost of the capital improvements on such list no later than February 15th of the applicable year. The Club shall have thirty (30) days to review the estimates and submit a final list of reasonable capital improvements for the following fiscal year to the County. The County shall complete all items on the final list submitted by the Club to the extent the costs of such items are payable from the Capital Improvements Fund. In the event that the actual cost of capital improvements agreed upon by the Parties for the then current year exceeds the total amount contributed to the Capital Improvements Fund by the Parties, the Parties shall negotiate in good faith to agree upon any additional contributions to the Capital Improvements Fund to be paid by the Club and the County. The County shall annually, by January 1 of each year during the Term and all Renewal Terms, provide to the Club a written accounting and description of any and all capital improvements made to the Leased Premises and allocate the costs and expenses between direct County expenditures and those expenditures of the Capital Improvements Fund. The Capital Improvements Fund shall be reconciled in the same report.
- (4) [RESERVED]
- (5) County Capital Improvements - Spring Training Development Agreement. In addition to the County's contributions to the Capital Improvements Fund, and as the primary inducement for the Club to enter into this Lease, the County (i) has executed and delivered to the Club a Spring Training Development Agreement of even date herewith, and (ii) shall complete the entirety of the improvement and expansion project described in the Spring Training Development Agreement set forth as Exhibit D to this Lease (the "County Capital Improvements"). The County Capital Improvements shall be completed in their entirety, in conformity with the Spring Training Development Agreement, on or before February 1, 2015, but in no event later than February 1, 2016. Except, as specifically provided in Section 3I with respect to the State of Florida Economic Development Funds, all costs and expenses related to the County Capital Improvements shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Capital Improvements Fund. The Club has, by way of clarification and without limitation, such rights of participation, inspection and approval with respect to the County Capital Improvements as set forth in the Spring Training Development Agreement, and such rights are incorporated by reference herein.

13. **EQUIPMENT.** Throughout the Term and any Renewal Term, the County shall be solely responsible for providing all equipment necessary to operate the Leased Premises for the purposes contemplated herein, except as expressly provided herein with respect to Concessions and novelty equipment. In addition, the County shall be responsible throughout the Term and any Renewal Term for the cost of replacing any equipment not in good and working order. If the Club supplies Concessions and novelty equipment necessary to operate the Leased Premises, such property shall be the personal property of the Club unless such property is a fixture to the real estate.

14. **TOURIST PROMOTION.** The County and the Club agree to develop an ongoing promotional partnership for the purpose of promoting Spring Training games and Ticket Sales thereof, and promoting other tourism opportunities in the County.

(A) **Yearly Plan.** No later than July 31<sup>st</sup> of each year during the Term and any Renewal Term of this Lease, the Club and the County shall meet and develop a mutually agreeable plan to promote both Spring Training and the Club's regular season and post-season games, including a mutually beneficial promotional campaign to be jointly undertaken to target the Minneapolis/St. Paul market in the next succeeding calendar year consistent with the value, scope and cost incurred in the preceding calendar year. The County shall be solely responsible for any third party costs incurred in connection with the promotional campaign.

(B) **Club Broadcasts**

(1) **Twins Television:**

(a) **Drop-Ins** – During every Club Spring Training telecast or cablecast that is telecast or cablecast by the Club's local television rightsholder (and not any national MLB television rightsholder), the Club will provide the County with two (2) 15-second announcer-read drop-ins (including graphics) promoting tourism in the County.

(b) **Guest Appearance** – During every Club Spring Training telecast or cablecast that is telecast or cablecast by the Club's local television rightsholder (and not any national MLB television rightsholder), the Club will provide the County with the opportunity for a County tourism representative to visit the booth for an in-game interview for a period of at least one-half (1/2) inning for the purposes of promoting the County's tourism effort.

(2) **Twins Radio:**

(a) **Drop-Ins** – During every Club Spring Training radio broadcast that is broadcast by the Club's local television rightsholder (and not any national MLB radio rightsholder), the Club will provide two (2)

15-second announcer-read drop-ins promoting tourism in the County.

(ii) Guest Appearance – During at least six (6) Club Spring Training radio broadcasts that are broadcast by the Club's local television rights holder (and not any national MLB radio rights holder), the Club will provide the opportunity for a County tourism representative to visit the booth for an in-game interview for a period of at least one-half (1/2) inning for the purposes of promoting the County's tourism effort.

(3) Production of Materials: The County shall be responsible for the production of all drop-in materials (including graphics) which are subject to the prior approval of the Club in advance of any production or usage.

(C) Target Field Advertising. The Club will provide the County with the following Target Field or any successor stadium advertising and promotional opportunities during the Club's regular season play:

(1) Club Publications:

- (i) One (1) full-page, four-color ad in all issues of *Twins Magazine*.
- (ii) One (1) full-page, four-color ad in the *Twins Yearbook*.

(2) Club Scoreboard:

- (i) The opportunity to run one (1) 30-second commercial spot promoting tourism in the County on the main Target Field scoreboard prior to every Club home game.
- (ii) Regular messages promoting County tourism on the main Target Field scoreboard during every Club home game.

(3) Hospitality:

- (i) The County is entitled to one (1) VIP event in conjunction with a Club home game at Target Field, which shall include use of a private suite, game tickets and food and beverage service for up to sixteen (16) guests.

(4) TwinsFest:

- (i) The Club shall offer the County the opportunity to have a promotional location at the Club's annual off-season fan festival/Ticket Sales event (TwinsFest) that is held at a location determined by the Club during the Term and any Renewal Term, but only in the event the Club elects to hold such event.

(5) Direct Mail:

- (i) Participation by the County in regular print and digital mailings to the Club's ticket holders (season, group, single-game, corporate). The mailings will be conducted at no cost to the County; however, the County will provide the appropriate brochures, fliers, digital assets, etc.

(6) Lee County Day:

- (i) One (1) "Lee County Day" promotional day to be held in conjunction with one (1) home game at the Major League Stadium during Club Spring Training. Lee County will be the "featured" partner for that game and receive exposure and pre-game promotion in the local market consistent with "standard" one-day sponsorship packages. The County is responsible for costs of any giveaway items.
- (ii) One (1) "Lee County Day" promotional day to be held in conjunction with one (1) home game at the Target Field or its successor in function during the Club's regular season. Lee County will be the "featured" partner for that game and receive exposure and pre-game promotion in the local market consistent with "standard" one-day sponsorship packages. The County is responsible for costs of any giveaway items.

(D) Spring Training Advertising. The Club shall provide the County with the following Major League Stadium Spring Training-related advertising and promotional opportunities during each year of the Term:

- (i) Youth Clinics. The Club will annually conduct, at no charge to the County or the participants, not fewer than four (4) youth baseball clinics in the County prior to the Spring Training period. The Club will provide the instructors and necessary equipment for the clinics. The clinics will be promoted as jointly presented by the Club and the Lee County Parks and Recreation Department. The Club retains the right to sponsorships for all clinics. The County will provide local fields and use best efforts to provide on-site support staff to assist in the orderly function of each clinic.

(E) County Promotion of Club. The County shall use reasonable efforts to promote the presence of the Club baseball operations by all reasonable methods incidental to regular tourist promotional activities conducted by the County. In addition, the County shall use reasonable efforts to promote Ticket Sales for Club events at the Major League Stadium. The County's promotion of the Club shall be limited to the Club Home Television Territory and Spring Training Territory.

15. SERVICES AND PERSONNEL.

- (A) Club Operating Personnel. The Club or its designee shall hire and be responsible and pay for Concessions, ticketing, advertising and other personnel necessary to service patrons attending: (i) the Major League Baseball Spring Training games, (ii) Club baseball activities, and (iii) Club related events presented at the Stadium Complex. Such personnel shall include, but are not limited to, ushers, ticket takers, Concessions workers, first aid attendants, and other related personnel. The Club personnel shall be responsible for maintaining their respective work areas in a neat and orderly fashion.
- (B) Fire Protection. The Club shall provide adequate fire protection staff for the Leased Premises.
- (C) Security. The Club shall provide security within the Major League Stadium for any Club related activities held therein. The Club may hire off-duty members of the Lee County Sheriff's Department to provide such security services and shall pay such off-duty members the prevailing rate established by said police departments. In addition, at all times during Spring Training, the Club shall be responsible for providing security personnel to staff the Club's Exclusive Use Areas. The hiring of such security staff members shall be at the sole discretion of the Club.
- (D) Traffic Control. The County shall continue to provide a sufficient number of members of the Lee County Sheriff's Department for traffic control and assistance with ingress and egress to and from the Stadium Complex for all Major League Baseball Spring Training games only. The County will be responsible for all costs and expenses for such traffic control services.

16. VIOLATION OF LAWS

- (A) Club Compliance with Tax Laws. Except as provided in Section 12 below, the Club shall pay all lawful taxes, assessments, licenses and charges on its operations, and on goods, merchandise, fixtures, appliances, equipment and property owned solely by the Club and located on or about the Leased Premises (the "Club Assets"). Should any improvements to the Club Assets made by the Club become subject to taxes, the Club agrees to pay any and all lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city or any tax or assessment levying body (i) against the Club, (ii) upon the Leased Premises, (iii) upon any interest in this Lease or any possessory right which the Club may have in or to the Leased Premises, or (iv) in the improvements thereon by reason of the Club use or occupancy thereof (but expressly excluding capital improvements made by the County pursuant to Section 12 herein). The County agrees that to the extent permitted by law, it will not support the levy of any new form of tax against Club operations hereunder. Notwithstanding the foregoing provisions, the Club shall have the right, in its own



name or behalf or in the name and behalf of the County, after notifying the County of its intention to do so, to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. This provision shall in no way be construed as restricting the County from contesting the legality of such tax or assessment or assisting the Club therein if it so desires.

- (B) Club Legal Compliance. The Club shall not in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Leased Premises under the terms of this Lease.

#### 17. CLUB ALTERATIONS AND PROPERTY RIGHTS.

- (A) Alterations and Repairs. The Club shall not make any permanent alterations or permanent additions to the physical structure(s) of the Leased Premises without first requesting and obtaining written approval from the County, which approval shall not be unreasonably withheld. The Club will obtain necessary permits for any such alterations in accordance with paragraph 28. The Club shall repair or cause to be repaired, any damage to the structures, water apparatus, electric lights, or any fixtures, appliances, furniture, lockers or other appurtenances of said Premises, which damages result from any gross negligence or willful misconduct of the Club, its assigns, agents or employees, and shall pay, or cause to be paid to the County, the costs of all reasonable and necessary repairs arising from such gross negligence or willful misconduct; provided, however, that, damage by the natural elements or ordinary wear and tear shall in no event constitute alterations by the Club.
- (B) Return of Property. Upon the termination of this Lease, the Club shall return to the County all equipment and personal property of the County in the exclusive possession of the Club, its assigns, agents or employees. All such equipment and property shall be in good condition, subject to ordinary wear and tear damage by the natural elements or damage caused by Persons other than the Club, its agents, assigns or employees.
- (C) Inspection of Leased Premises. Immediately prior to and following Spring Training during each year of the Term and any Renewal Term, the County and the Club shall jointly perform an inspection of the Leased Premises that shall include an inventory of all equipment and personal property of the County and the Club thereon. The Club shall promptly pay to the County any monies owed pursuant to Section 17(A) for damage to the Leased Premises or County property thereon that was discovered as a result of such inspections, but only to the extent such damage was caused by the Club or its assigns, agents or employees. The County shall promptly pay to the Club any monies owed for damage to the Club property on the Leased Premises that was discovered as a result of such inspections. Any damage not caused by the Club shall be promptly repaired by the County.



18. UTILITIES. Except as otherwise provided herein, the County shall be responsible for the cost of all utilities in respect of the Leased Premises, including, without limitation, electricity, water, sewage, trash removal, recycling, local telephone service, data, internet access and electronic communications that become common communication methods. Notwithstanding the foregoing, the Club shall reimburse the County for electrical costs incurred to provide field lighting for any evening games played by the Club at the Major League Stadium during the Term and any Renewal Term, and shall be responsible for electricity charges related to the Club's Exclusive Use Areas. The County will provide separate electrical meters for all such locations. In addition, the Club will pay for long distance service for calls made by the Club.

19. USE

(A) Standards and Rights of Use. During the Term and any Renewal Term, the Club shall be entitled to peacefully have and enjoy the exclusive use of the Leased Premises during Spring Training without unreasonable interruption or interference by the County, or any Person claiming by, through and under the County, except to the extent that concurrent rights to use the Leased Premises may be exercised or granted to others by the County hereunder in accordance with the provisions of this Section 19. At any time throughout the Term and any Renewal Term, during Spring Training, the Club use shall be exclusive and the County may not use the Leased Premises for any purpose. Outside of Spring Training, the County has the right to use, or permit third parties to use the Leased Premises for any event so long as (a) such use would not interfere with the Club's Exclusive Baseball Activities, and/or (b) such use would not materially impair the condition of a playing field on the Leased Premises such that the field condition would no longer meet professional baseball standards, and/or (c) such use would not interfere with the Club's Exclusive Use Areas. In any case, the County shall notify the Club of any such use and the Club shall have the right to object to any such use if the Club determines that (i) such use would interfere with the Club's Exclusive Baseball Activities, and/or (ii) such use would materially impair the condition of a playing field on the Leased Premises such that the field condition would no longer meet professional baseball standards, and/or (iii) such use would interfere with the Club's Exclusive Use Areas.

(B) Spring Training Schedule. The Club shall advise the County of its intended Spring Training schedule as soon as practicable each year following the confirmation of such schedule to enable the County to schedule events on the Leased Premises but only in accordance with the terms of this Section 19. Subject to having been made available to the Club by Major League Baseball, no later than December 15 of any year during the Term and any Renewal Term, and subject to additional changes required by Major League Baseball, the Club shall furnish the County with its final Spring Training exhibition game schedule and any extended use requirements, if any, for the upcoming year. In the event the Club has an existing Minor League team and/or exercises the right of first refusal for Minor League baseball in accordance with Section 1(B) hereof, the Club shall

provide the County with such Minor League game schedule no later than February 1 of any applicable year during the Term and any Renewal Term.

- (C) County Use of Leased Premises. The County may use any of the facilities in the Leased Premises for the following public purposes subject to and in accordance with the provisions of this Lease: (i) the exhibition, presentation and broadcasting (or other transmission) of other amateur or professional sporting events, (ii) exhibitions and tournaments, (iii) musical performances, (iv) theater performances and other forms of live entertainment, (v) public ceremonies, (vi) fairs, markets, fireworks displays, shows, or other public or private exhibitions and activities related thereto, and (vii) pre-scheduled meetings and other activities in the conference area(s), training center, dormitory and auditorium.

The County shall be solely responsible for all costs and expenses resulting from the use of the Leased Premises for any non-Club related events, including, without limitation, the cost of utilities, staffing, and any costs required to repair any damage occurring during such events. The County shall retain all revenue derived from such non-Club use of the Leased Premises except as provided in Section 5 with respect to Concessions and novelty operations.

- (D) Club Consent to Certain County Uses. The County will not use Club property or equipment without the express written consent of the Club. The County shall promptly repair or replace damaged property or equipment owned by the Club or its concessionaire if damage resulted from the County's use, or any other third party's use, of the Leased Premises to the extent the third party use was authorized or permitted by the County or resulted from the County's negligence.

- (E) County Promotion of Club. The County shall use reasonable efforts to promote the presence of the Club baseball operations by all reasonable methods incidental to regular tourist promotional activities conducted by the County. In addition, the County shall use reasonable efforts to promote Ticket Sales for Club events at the Stadium Complex.

**20. OPERATIONS**. The Parties hereby agree that the exclusive use of the Leased Premises by the Club during Spring Training includes operational jurisdiction over the various service providers, subcontractors, and other Persons who may be involved or working at the Leased Premises, but shall not include operational jurisdiction over any County employees unless expressly agreed by the Parties. Accordingly, the Club shall manage the agreed upon operations for the Spring Training games, including Ticket Sales and distribution of tickets. The Club shall endeavor in good faith to cooperate with other parties using the Leased Premises, including the County, when managing personnel on the Leased Premises during Spring Training or otherwise in accordance with this Lease.

**21. ASSIGNMENT/SUBLEASE**. The rights granted to the Club pursuant to this Lease shall not be assigned, except with the prior written consent of the County; provided,

however, that any assignment or transfer pursuant to the sale of all or substantially all of the assets and/or ownership interest of the Club shall not require County's consent hereunder. The Club shall have the right of first refusal to sublease the Leased Premises to a professional baseball Minor League program as previously provided herein, provided such sublessee consents in writing to be bound by the provisions of this Lease. The County shall have the right to approve such sublessee and sublease agreement, provided that such approval shall not be unreasonably withheld.

22. **TAXES.** The County represents and warrants that (1) as of the date hereof, it has and shall continue to have throughout the Term and any Renewal Term, all ownership interests in the Leased Premises, (2) as such, has the full authority to grant the Club the rights provided hereunder, and (3) this Lease has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in the County and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest held by the Club pursuant to this Lease shall be exempt from ad valorem taxation pursuant to Chapter 196-199, Florida Statutes. If, for any reason during the Term and any Renewal Term, all or any portion of its the leasehold interest or other rights or benefits held by the Club under this Lease becomes subject to ad valorem taxation, such tax shall be paid by the County as provided by law.

23. **HOLD HARMLESS/INSURANCE.**

- (A) **Hold Harmless by County.** Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the County shall indemnify, defend, and hold harmless the Club and the members, partners, officers, employees, affiliates, representatives and agents of the Club (the "**Club Indemnified Parties**"), from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorneys' fees and court costs, arising out of the use, maintenance or operation of the Leased Premises by the County or any of its designees, lessees, agents, employees, or contractors, or arising out of the actions, omissions to act, or negligence of the County or any third party using the Leased Premises with permission from or the approval of the County in accordance with its rights hereunder, or the County's breach of any representation, warranty or agreement with the Club including, without limitation, bodily injury, death and/or property damage or any other lawful expense. The County agrees to defend all actions on behalf of the Club Indemnified Parties to which such indemnity applies and to conduct the defense thereof at the County's sole expense and by the County's counsel, which counsel in its selection and appointment shall be satisfactory to and approved in writing by the Club, but such approval shall not be unreasonably withheld or delayed. The County may not settle any suit, action or claim to which an indemnification obligation applies under this **Section 23** without the prior written approval of the Club, which approval shall not be unreasonably withheld, delayed or conditioned.
- (B) **Hold Harmless by Club.** The Club shall indemnify, defend, hold harmless the County from and against any and all claims, actions, damages, liability, costs and

expenses, including reasonable attorneys' fees and court costs, arising out of the use of the Leased Premises by the Club or any of its agents, employees, or contractors (the "Club Parties") or arising out of the actions, omissions to act, or negligence of the Club Parties or any third party using the Leased Premises for professional baseball activities or related events with permission from or the approval of the Club in accordance with its rights hereunder, or the Club Parties' breach of any representation, warranty or agreement with the County including, without limitation, bodily injury, death and/or property damage or any other lawful expense. The Club agrees to defend all actions to which such indemnity applies and to conduct the defense thereof at the Club's sole expense and by the Club counsel. The Club may not settle any suit, action or claim to which an indemnification obligation applies under this Section 23 without the prior written approval of the County, which approval shall not be unreasonably withheld, delayed or conditioned.

(C) Insurance. Each Party shall maintain insurance with a company or companies reasonably acceptable to the other, which company or companies shall have at least an A- Best rating. Except as may be limited by applicable law, each Party agrees to maintain insurance policies as follows or may self-insure its obligations as outlined under Florida Statutes:

- (1) Workers' compensation insurance in an amount not less than is required by Florida law; and Employers Liability Insurance in an amount no less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease policy limit.
- (2) Commercial general liability insurance, providing coverage for bodily injury and including property damage and personal and advertising injury, including contractual liability and products/completed operations coverage with minimum limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate, or such other amount as the Parties may determine is reasonably prudent based upon any changes in circumstances.
- (3) The Club shall maintain Liquor Liability Coverage for bodily injury and property damage on an occurrence basis in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate, provided that the Club's election such insurance may be maintained by any concessionaire serving alcoholic beverages at the Stadium Complex. In the event the Club elects to require any concessionaire serving alcoholic beverages at the Stadium Complex to maintain Liquor Liability Coverage, it shall notify the County in writing prior to commencement of the Spring Training season. The Club shall require such concessionaire's policy to name the County and the Club as additional insureds and to provide coverage as broad as the coverage required to be maintained by the Club.

Such concessionaire's Liquor Liability Coverage is subject to review and prior written approval by the Club and the County.

- (4) Automobile liability for bodily injury and property damage arising from the use of owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident.
- (5) The Club shall maintain at its expense during the Term of this Lease personal property coverage in an amount not less than the replacement cost of personal property at the Stadium Complex owned by the Club. County shall maintain property insurance for the full replacement value of the Premises (including all improvements and personal property) against loss by "all risk" perils, including but not limited to fire, extended coverage, windstorm, vandalism, malicious mischief, flood and earthquake.
- (6) Prior to commencement of the Term, each Party shall furnish or cause to be furnished to the other Party a certificate of insurance evidencing all insurance policies required under Section 23. Renewal certificates shall be delivered by each Party to the other Party at least ten (10) days prior to the expiration of any policy of insurance. No such policy shall be cancelled by either Party except after thirty (30) days' prior written notice to the other Party. All liability insurance policies obtained by the Club shall designate the County as additional insureds. All liability insurance policies maintained by County shall be primary and non-contributory with any insurance maintained by the Club in connection with any claims arising out of the County's operations and activities. All liability insurance policies maintained by the Club shall be primary and non-contributory with any insurance maintained by the County for claims arising out of the operations and activities of the Club. All policies required hereunder shall be reviewed at least every three (3) years to ensure that the policy limits and deductibles are in amounts reasonable and customary for facilities of comparable size and use at the Stadium Complex.

- (D) Waiver of Subrogation. The Club and the County, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands or rights of indemnity that either of them may have against the other (including all rights of subrogation) on account of damage to the Complex or to any personal property located therein resulting from fire or other casualties, no matter what the cause thereof may be. Such waiver shall be effective only to the extent of insurance proceeds actually received. The Parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

24. **DISPUTES** The Parties agree to attempt to settle by mediation any dispute or controversy that may arise between the Club and the County regarding operation, maintenance and the rights or duties hereunder of either Party, as hereafter provided, and the mediator will determine the controversy in accordance with the laws of the State of Florida as applied to the facts as found. Mediation shall be conducted as follows:

- (i) In any case hereunder in which it shall become necessary to resort to mediation, such mediation by the Parties shall be conducted as provided for in this Section 24.
- (ii) The Party desiring mediation shall give written notice thereof to the other Party, specifying in such notice, the specific question or questions to be mediated.
- (iii) Within fifteen (15) days after service of such notice each Party shall provide the other with the names of at least three (3) individuals to act as a mediator in the matter. The mediator will be selected by the Parties within fifteen (15) days following the exchange of names by mutual agreement. The mediator shall meet with the Parties at all participants' convenience and mediate the matter. If unsuccessful, the Parties may then utilize all lawfully available means to resolve the issue.

Notwithstanding the foregoing, any controversy arising between the Parties with respect to any monetary sums due and owing including, without limitation, Lease payments and other monetary liabilities shall not be mediated and each Party shall have available to it all other remedies available at law or in equity.

25. **SUSPENSION OF PLAY** If for any reason beyond the control of the Parties, including without limitation, as a result of any act of nature or force majeure, national emergency, state of war, labor strike, lock-out, or other cause of similar nature, the Leased Premises are unavailable for Spring Training in any of the years covered under the terms of this Lease, this Lease shall be regarded as suspended for the period of unavailability without liability to either Party, and the Term or any Renewal Term, shall be extended for one (1) additional calendar year so long as the period of unavailability is no more than one (1) Spring Training period during the Term or any Renewal Term. If the Leased Premises shall be unavailable for more than one (1) Spring Training period during the Term or any Renewal Term, the Club shall have the right to terminate this Lease without any further liability owed by the Club to the County or to the State of Florida.

26. **PROMOTION** The Parties hereto expressly recognize and agree that the County is undertaking substantial financial responsibility to induce the Club to continue its use of the Leased Premises for Spring Training. Accordingly, the Club agrees to cooperate in good faith with the County in its effort to promote the development and success of Major League Baseball activities in the Lee County area. The Club shall endeavor in good faith to cause personnel and players to participate in a reasonable number of cooperative

activities involving the promotion and development of professional baseball in the County during Spring Training.

27. **NOTICES.** Any notice required to be given hereunder shall be in writing and shall be deemed received (i) upon actual receipt if sent by overnight delivery by a nationally recognized courier or by U.S. Postal Services Express Mail, postage prepaid, (ii) five (5) days after deposit if sent by U.S. certified mail, return receipt requested, or (iii) upon actual confirmed receipt if sent by facsimile copy.

For notices to the Club:

Dave St. Peter  
President  
Minnesota Twins, LLC  
Target Field  
1 Twins Way  
Minneapolis, MN 55403

With a copy to:

Michael J. Grimes  
Briggs and Morgan, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2157

For notices to the County:

Lee County Manager  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Director of Lee County Parks and Recreation  
Post Office Box 398  
Fort Myers, Florida 33902-0398

With a copy to:

Lee County Attorney  
Post Office Box 398  
Fort Myers, Florida 33902-0398

In addition to the formal notices required by this Lease, the Club shall coordinate in good faith its activities hereunder with the County through the County's Director of Parks and Recreation, or such other individual as the County Manager may designate from time to time. Pursuant to the notice provision above, it is hereby agreed that the said Director or other designee is authorized to represent the County with respect to all matters covered



by this Lease. In similar fashion, the Club shall designate one individual who shall be authorized to represent the Club in such matters. In the absence of the Club making a specific designation to the contrary, this individual shall be the individual named above by the Club to receive all notices.

28. **PERMITS.** The Club, at its sole expense, shall comply with all laws, orders and regulations of federal, state and county authorities, and with any directions given by any public officer pursuant to law, which shall impose any duty upon the Club with respect to the Leased Premises. The County shall provide permits or licenses or take necessary corrective action to ensure the acquisition of any permit directly related to the County's repair, renovation or maintenance of the Leased Premises and compliance with building codes. The Club, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease and the County, when necessary, will join with the Club in applying for all such permits or licenses. To the extent permitted by law, the County will assist and cooperate with the Club in securing permits for the operation of the Leased Premises. The County shall also not act unreasonably to withhold its approval of any such permits or licenses required under its laws or regulations.

29. **TERMINATION AND REMEDIES**

- (A) **County Termination of Lease** The County may terminate this Lease, upon thirty (30) days' written notice to the Club of any of the following events (collectively, hereinafter referred to as the "Club Defaults" and individually, as a "Club Default"):
- (i) If the Club deserts or vacates the Leased Premises;
  - (ii) If, by order of a competent authority, a receiver, liquidator or trustee of the Club or any of its property shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the Club shall be adjudicated or determined to be bankrupt or insolvent, or if the Club shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;
  - (iii) If the Club fails to make any payments to the County pursuant to this Lease within one hundred twenty (120) days following written notice of such payment default; or
  - (iv) If the Club breaches any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of notice of such breach, **provided, however,** that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a reasonable period of time which is acceptable to the County, and the Club diligently



pursues such cure, the Club shall be allowed such agreed upon time period to cure such default.

- (v) If the Club is contracted and is no longer a Major League Club. Notwithstanding the foregoing, the County may not terminate this Lease as a result of any of the foregoing Club Defaults or any other provision of this Lease, until at least the 10th day after the last day of Spring Training occurring in the year of the Term during which the foregoing right to terminate is invoked by the County.

(B) County Remedies Upon Termination. Upon the County's election to terminate this Lease following a Club Default:

- (i) The County shall have the right to reenter or repossess the Leased Premises by force, summary proceedings, surrender or otherwise, and may dispossess and remove the Club, or other occupants thereof, without being liable for any prosecution therefore; provided, however, that the County shall have no right to the Club Assets and the Club shall have the right to remove all Club Assets from the Leased Premises, and/or
- (ii) The County shall have the right to relet the Leased Premises. Notwithstanding anything to the contrary contained herein, the County shall take all reasonable actions to mitigate any losses or damages caused by a Club Default. Should the County incur necessary and reasonable expenses in enforcing its rights hereunder, specifically including reasonable attorneys' fees and court costs, said reasonable expenses shall be borne by the Club.
- (iii) In the event of a termination of this Lease by the County arising from a Club Default, the Parties' rights, duties and obligations with respect to the State Development Funds shall be governed by Section 31 of this Lease.

(C) Club Termination of Lease. The Club may terminate this Lease upon the following event (collectively, hereinafter referred to as the "County Defaults" and individually, as a "County Default"):

Upon thirty (30) days' written notice to the County of any breach by the County of any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of notice of such breach; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within another reasonable period of time which is acceptable to the Club, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such default. If the County fails to cure such breach upon the agreed upon time period, the Club shall be relieved of all liabilities and obligations accruing after the effective date of termination.

- (D) Limitation on Right to Terminate: Neither the Club nor the County may terminate this Lease due to the prior action of the other Party having exercised its right to terminate this Lease; provided, however, that either Party may dispute any defenses raised as the result of the other Party's putative termination.
- (E) Disposition of Capital Improvement Fund on Termination: No more than thirty (30) days following the effective date of termination or following the expiration of this Lease, the County shall cause to be paid to the Club one-half (1/2) of the amount remaining in the Capital Improvements Fund; provided, however, the County shall have the right to withhold any other amounts disputed in good faith with respect to any other financial matter between the Parties until the settlement of any such dispute.
- (F) Rights Cumulative: Unless otherwise limited by specific provisions of this Lease, upon a Default, the non-defaulting Party to this Lease shall also have rights to: (i) file a lawsuit to collect all monetary obligations from the other Party as they become due, in which event the asserting Party shall have the obligation to use all reasonable efforts to mitigate its damages from such monetary obligations, and (ii) file equitable actions, including, without limitation, actions for injunction and/or specific performance under this Lease, and (iii) utilize any of the above provisions as may be deemed appropriate. The remedies available to a Party shall be cumulative and not exclusive, unless otherwise specifically set forth herein.

### 30. FIRE OR OTHER CASUALTY

- (A) Casualty Insurance and Termination by Club: The County shall insure the Leased Premises against damage or destruction by fire or other casualty under the standard fire insurance policy with approved standard extended coverage applicable to the Leased Premises. The County shall ensure that the Leased Premises are covered for one hundred percent (100%) replacement value. If any part of either of the Leased Premises is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy including approved standard extended coverage endorsement applicable to the Leased Premises, and the Leased Premises are unavailable for more than one (1) Spring Training year ("**Substantial Interference**"), then the Club may terminate this Lease by written notice to the County within one hundred twenty (120) days after the later date of such damage or destruction or the date the duration of unavailability of the Leased Premises is known by the Club. In the event the Club elects to terminate this Lease, each Party shall be entitled to the proceeds of any insurance it has procured, there shall be an abatement of all monies due hereunder, and the Club shall be entitled to fifty percent (50%) of any Capital Improvements Funds available as of the date of such damage or destruction. Upon payment of any sums then owing by either Party to the other, the Parties shall be released from all future liability hereunder except for liability under the indemnity provisions hereof, which shall survive such termination.

- (B) Restoration of Leased Premises. If the Club does not elect to terminate this Lease as a result of Substantial Interference of either of the Leased Premises, then at its expense, the County shall restore the Leased Premises to as good as condition as existed previously and the Club shall not be released from any obligations hereunder except that there will be an abatement of all monies due hereunder for the period of unavailability.
- (C) Prompt Repair and Rebuilding. If either of the Leased Premises is damaged or destroyed by fire or other casualty and the Leased Premises are unavailable for less than one (1) Spring Training season during the Term and any Renewal Term, the County shall promptly repair and rebuild the Leased Premises. In such event, all Club obligations hereunder shall be suspended during the time period for which the Leased Premises are unavailable.
- (D) Temporary Facilities. If, during any period the Leased Premises are unavailable, the Club must find an alternative location for Spring Training, the County shall make reasonable efforts, if requested by the Club, to make a temporary Spring Training facility available to the Club. Adjustment to the annual lease payment shall be adjusted.
- (E) Effect on Obligations. Except to the extent provided for in this paragraph or elsewhere in this Lease, neither the monies payable by the Club nor any of the Club's other obligations under any provisions of this Lease shall be affected by any damage to or destruction of the Leased Premises by any cause whatsoever.

31. STATE OF FLORIDA ECONOMIC DEVELOPMENT FUNDS. The legislature of the State of Florida has authorized state sales tax distributions to certain units of local government for funding of professional sports franchise facilities located within the State of Florida (the "State Development Funds"). The County submitted an application to the State of Florida on July 6, 2012 to the Florida Department of Economic Development and was granted such funding assistance for the improvements that are described in the Spring Training Development Agreement. In connection with this application and as a condition of any award of funding under Florida Statutes Section 288.11621(2)(a)(2), the Club must agree to reimburse the State of Florida for the funds expended by the County for the costs of the improvements to the Leased Premises that the County received from the State of Florida if the Club relocates before the Term of this Lease expires.

- (A) Reimbursement Covenant. The Club covenants and agrees with the County that it will reimburse the State of Florida for the State Development Funds expended by the County for the improvements to the Leased Premises that the County has received from the State of Florida and expended in connection with the Leased Premises in accordance with the Spring Training Development Agreement, if the Club relocates to another facility before the Term of this Lease expires, or if the County terminates this Lease pursuant to its rights under Section 29(A)(i), subject to the contrary provisions of Section 31(B) below if the State of Florida does not decertify the County with respect to the Leased Premises, herein.

(B) Effect of County Default. The Parties agree that if the Club terminates this Lease and relocates to another facility pursuant to the exercise of its termination rights under this Lease following a County Default pursuant to Section 29(C) herein, the Club will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination and relocation, and the Club will not be required by the County or the State of Florida to repay, and the Club will not have any obligation to repay either the County or the State of Florida, for any State Development Funds for the improvements to the Leased Premises in connection with such Club termination. The County shall hold the Club harmless from any assertion or claim by the State of Florida that State Development Funds shall be repayable to the State of Florida by the Club if this Lease is terminated pursuant to the circumstances described in this Section 31(B).

(C) County Reporting Obligations Upon Termination. The Parties agree that if the County terminates this Lease pursuant to Sections 29(A)(i) through (v), the County will promptly notify the Agency of the circumstances for such termination and will then follow the statutory provision for decertification by the State as set out in Section 288.11621(5), Florida Statutes. Provided, however, if the Agency makes an affirmative determination not to decertify the County, neither the County nor the State of Florida will have the right or authority to require the Club to repay at any time the then-expended State Development Funds for the improvements to the Leased Premises of the County termination. The County shall hold the Club harmless from any assertion or claim by the State of Florida that State Development Funds shall be repayable to the State of Florida by the Club if no such decertification arises in connection with the termination of this Lease as described in this Section 31(C).

32. GENERAL PROVISIONS. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

(A) Assignment. The covenants, terms, conditions, provisions and undertakings in this Lease, or in any renewals thereof, shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the respective Parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto shall be held to include and apply also to the heirs, personal representatives, executors, administrators, successors and assigns of such Party as if in each and every case so expressed.

(B) Deliveries. The Parties agree to execute and deliver any instruments in writing, which are necessary to carry out any agreement, term, condition or assurance in this Lease, whenever the occasion shall arise and request for such instrument shall be made.

- (C) Remedies Cumulative. The specified remedies to which the Parties may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach of any provision or provisions of this Lease.
- (D) Entire Agreement. This Lease and any exhibits attached hereto contain the entire agreement and understanding between the Parties from and after the Commencement Date, and is a complete and exclusive statement of the terms thereof; provided, however, that (i) any exhibit to this Lease that is intended or required by the Spring Training Development Agreement to be amended to conform with the Parties mutual agreement as reflected in the Spring Training Development Agreement shall be amended and restated and shall become an integral and essential exhibit, as amended, to this Lease, and (ii) the Original Agreement, the Amended Agreement and the Conditional Agreement shall be valid for the time periods prior to the Commencement Date as specified in this Lease; and with respect to the Amended Agreement, such time period as specified in this Lease upon a termination by the Club as described in Section 29(C). Except with respect to the Original Agreement, the Amended Agreement and the Conditional Agreement, after the Commencement Date this Lease shall supersede all prior oral and written understandings or agreements, terms or conditions relating to the Leased Premises, including the Public Facility Use Agreement by and between Lee County and the Club, dated December 18, 1991, and neither Party has relied on any representation, express or implied, not contained in this Lease or the simultaneous or prior writings heretofore. Any amendment or modification of this Lease may not be changed or supplemented orally, but shall be in writing and signed by the Parties. This Lease may not be amended, supplemented or otherwise modified, and no provision of this Lease may be waived, unless all necessary MIB Approvals have been obtained in advance thereof.
- (E) Representations. Each of the Parties represents and warrants that as of the date hereof and throughout the Term and any Renewal Term (i) it has all requisite authority to enter into this Lease and to perform its obligations hereunder, (ii) that the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of such Party, and (iii) upon due execution and delivery by such part, constitutes a legal, valid and binding obligation of the part, enforceable against such Party in accordance with its terms.
- (F) Severability. If any term or other provision of this Lease is found to be invalid, illegal or incapable of being enforced by any rule of law or public policy by a court of competent jurisdiction, all other terms and provisions of this Lease shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other

provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

- (G) Governing Document. At and upon the Commencement Date, this Lease shall govern the relationship of the Parties with respect to the Leased Premises and the subject matter of this Lease, provided, however, that the Capital Improvement Fund shall survive the termination of this Lease for the benefit of the Club and the County, respectively.
- (H) Major League Baseball. Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training Territory of the Club as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entities.
- (I) Survival. If this Lease is terminated or expires, the following provisions shall survive such termination or expiration: Preamble Recitals, Articles 23 (Hold Harmless/Insurance), 24 (Disputes), 27 (Notices), 29 (Termination and Remedies), 30 (Fire or Other Casualty), 31 (State of Florida Economic Development Funds), 32 (General Provisions) and Sections 3(A) (Ticket Sales from Gross Revenues), 4(B) (Club Retained Revenue), 5(A) (Consultation and Club Concession Revenues), 5(C) (Costs and Expenses of Concession Operations), and 5(F) (Concession Equipment).
- (J) Radon Gas. As required by Section 404.056, Florida Statutes, notice is hereby given that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to individuals who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (K) No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto; no third parties that are not signatories to this Lease have any right to make or bring any claims as being beneficiaries hereunder at any time or under any circumstances.

33. **DEFINITIONS.** For purposes of this Lease and any Exhibits to this Lease, the following terms have the meanings specified.

"Agency" shall have the meaning set forth in Section 31(B) of this Lease.

"Amended Agreement" shall have the meaning set forth in the Preamble Recitals to this Lease.

"Amendment Date" shall have the meaning set forth in the Preamble Recitals to this Lease.

"Base Annual Rent" shall have the meaning set for in Section 8 of this Lease.

"BOC" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

"Capital Improvements Fund" shall have the meaning set forth in Section 12(B)(1) of this Lease.

"Club" shall have the meaning set forth in the Preamble to this Lease.

"Club Assets" shall have the meaning set forth in Section 16(A) of this Lease.

"Club Default" and "Club Defaults" shall have the meaning set forth in Section 29(A) of this Lease.

"Club Home Television Territory" means the states of Minnesota, North Dakota, South Dakota and Iowa and the following counties in the state of Wisconsin: Barron, Burnett, Dunn, Pepin, Pierce, and St. Croix; however, the foregoing geographical area is subject to future revision by MLB under the MLB Rules and Regulations.

"Club Indemnified Parties" shall have the meaning set forth in Section 23(A) of this Lease.

"Club Intellectual Property" shall have the meaning set forth in Section 7(D)(2) of this Lease.

"Club Non-Baseball Event" shall have the meaning set forth in Section 2(E) of this Lease.

"Club Parties" shall have the meaning set forth in Section 23(B) of this Lease.

"Club's Exclusive Baseball Activities" shall have the meaning set forth in Section 2(C) of this Lease.



"*Club's Exclusive Use Areas*" shall have the meaning set forth in Section 2(D) of this Lease.

"*Commencement Date*" shall have the meaning set forth in Section 1 of this Lease.

"*Commissioner*" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"*Composite Mark*" shall mean a special purpose Club intellectual property mark, which includes the Club's trademarks, logos, names and similar intellectual property that utilizes one or more name or similar intellectual property of the County, including the image of the Premises and the name William H. Hammond Stadium or any derivative thereof, created for promotion, marketing, advertising and other uses contemplated by this Lease. Composite Marks shall be created, used, owned and registered exclusively by the Club. The Club disclaims, and shall disclaim, in any registration and/or application any ownership or other right in and to any County name or other intellectual property used therein.

"*Concessions*" shall have the meaning set forth in Section 5 of this Lease.

"*Conditional Agreement*" shall have the meaning set forth in the Preamble Recitals to this Lease.

"*County*" shall have the meaning set forth in the Preamble to this Lease.

"*County Capital Improvements*" shall have the meaning set forth in Section 12(B)(5) of this Lease.

"*County Default*" and "*County Defaults*" shall have the meaning set forth in Section 29(C) of this Lease.

"*County Suite*" shall have the meaning set forth in Section 3(B) of this Lease.

"*Escrow Agreement*" shall have the meaning set forth in Section 1 of this Lease.

"*Gross Revenues From Concessions*" shall have the meaning set forth in Section 5(A) of this Lease.

"*Gross Revenues From Ticket Sales*" shall have the meaning set forth in Section 3(A) of this Lease.

"*Hotels*" shall have the meaning set forth in Section 6(B) of this Lease.

"*Lease*" shall have the meaning set forth in the Preamble to this Lease.

"*Leased Premises*" shall have the meaning set forth in Section 2 of this Lease.



**"Major League Baseball"** or **"MLB"** shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

**"Major League Baseball Club(s)"** or **"Major League Club(s)"** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

**"Major League Constitution"** shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

**"Major League Rules"** shall mean those certain rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

**"Major League Stadium"** shall have the meaning set forth in Section 2(A) of this Lease.

**"Minor League Complex"** shall have the meaning set forth in Section 2(A) of this Lease.

**"Minor League(s)"** shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

**"MLB Approval"** shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

**"MLB Entity"** shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

**"MLB Governing Documents"** shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League

Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of November 1, 2006, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

**"MLB Rules and Regulations"** shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

**"More Favorable Provisions"** shall have the meaning set forth in Section 1(C) of this Lease.

**"Original Agreement"** shall have the meaning set forth in the Preamble Recitals to this Lease.

**"Original Agreement Date"** shall have the meaning set forth in the Preamble Recitals to this Lease.

**"Party"** or **"Parties"** shall have the meaning set forth in Preamble to this Lease.

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

**"Premises"** shall have the meaning set forth in Section 2 of this Lease.

**"Professional Baseball Agreement"** shall mean that certain agreement of BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

**"Renewal Term"** or **"Renewal Terms"** shall have the meaning set forth in Section 1 of this Lease.

**"Signature Date"** shall have the meaning set forth in the Preamble to this Lease.

**"Spring Training"** shall mean the training period during winter and early spring of any year during which the Club prepares for the next following Major League Baseball season, and shall be deemed to include time reasonably required for (i) the preparation of

the Leased Premises (as defined below), (ii) planning for the start of Spring Training, (iii) additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and (iv) a reasonable period for the "winding down" of Spring Training activities by the Club. It is anticipated by the Parties that the foregoing time frame will be from approximately January 15 to approximately April 15 of each calendar year during the Term and any Renewal Term.

"*Spring Training Development Agreement*" shall mean that certain Spring Training Development Agreement entered into concurrently with the execution of this Lease by and between the County and the Club, attached to this Lease as **Exhibit D**, for the design, development, construction, improvement and commissioning of such construction and improvement of the Lee County Sports Complex as such exists prior to and upon the execution and delivery of this Lease, including, without limitation, the Major League Stadium, the Minor League Complex, training facilities, practice fields, clubhouses, dormitory/sleeping rooms and offices (including ticket offices), dedicated parking facilities and other appurtenances and improvements on or about the site of the Lee County Sports Complex (such site as set forth in **Exhibit A**), the terms and conditions of which are incorporated by reference to this Lease.

"*Spring Training Territory*" shall mean that territory (i) within the Club Home Television Territory, and (ii) with respect to spring training related rights and benefits set forth in this Lease, in and immediately surrounding the Premises location, immediately prior to, during or immediately after the period that Club's Spring Training games are played.

"*Stadium Complex*" shall have the meaning set forth in **Section 2(A)** of this Lease.

"*State Development Funds*" shall have the meaning set forth in **Section 31** of this Lease.

"*Substantial Interference*" shall have the meaning set forth in **Section 30(A)** of this Lease.

"*Target Field*" shall mean that certain Major League Baseball ballpark named "Target Field" in the City of Minneapolis, Minnesota which is the home venue for the Club's regular season and postseason games.

"*Term*" shall have the meaning set forth in **Section 1** of this Lease.

"*Ticket Sales*" shall have the meaning set forth in **Section 3** of this Lease.


**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the 6th day of November, 2012.

ATTEST:

CHARLIE GREEN, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By *Yvonne Townsend*  
Deputy Clerk  


By *J. Manning*  
Chairman

APPROVED AS TO FORM

By *Judrea H. Pauer*  
County Attorney

WITNESSES:

MINNESOTA TWINS, LLC

Target Field  
1 Twins Way  
Minneapolis, Minnesota 55403

*G. Elliott*  
*Danielle Berg*

By *Paul [Signature]*  
President

[SIGNATURE PAGE TO AMENDED AND RESTATED 2012 STADIUM LEASE  
AGREEMENT]

**EXHIBIT A**  
**STADIUM LAND AREA**  
**ORIGINAL STADIUM PROPERTY**

EXHIBIT "A"

A tract of parcel lying in the northeast quarter 142 1/4 of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract of parcel is described as follows:

From the southeast corner of the northeast quarter 142 1/4 of said Section 30 run North 27° 16' 30" West along the west line of said northeast quarter 142 1/4 for 821.29 feet to the point of beginning.  
From said Point of Beginning continue North 01° 53' 00" West along said west line for 1201.55 feet; thence run North 05° 55' 00" East parallel with the south line of said fraction for 2104.47 feet to an intersection with the curved northeasterly line of Six Mile Cypress Swamps as described in S.R. Book 1175 at Page 666; thence run Southwesterly along said northeasterly line along the arc of a curve to the point of course 5104.03 feet (course bearing South 23° 43' 17" East) (chord 2116.17 feet) (chord bearing 23° 43' 31" for 2129.18 feet, course run South 23° 22' 48" West for 1754.31 feet to the point of beginning.

Bearings hereinafter mentioned are Plane Coordinates for the Florida zone zone derived from the Florida Department of Transportation cadastral survey for Six Mile Cypress Swamps.

842096 784 103

MADE PUBLIC BY  
30 9/10 10 25 11 56

## NEW ACQUISITION PROPERTY

### EXHIBIT "A"

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 19, Township 35 South, Range 23 West, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southeast corner of the Northeast Quarter (NE 1/4) of said Section 19, run North 02 Degrees 18' 00" West along the West line of said Northeast quarter (NE 1/4) for 431.31 feet; thence run North 18 Degrees 27' 41" West parallel with the South line of said quarter for 1594.31 feet to an intersection with the parcel boundary line of the Old Cypress Railway as described in O.R. Book 1114, page 236 of the Public Records of Lee County, Florida, thence run Southwesterly along said Northwesterly line along the east of a curve in the right of way for 5004.55 feet (said bearing South 26 Degrees 25' 25" West, chord 226.42 feet from 02 Degrees 07' 41" to 26 Degrees 25' 25" to a point of tangency; thence run South 23 Degrees 12' 50" West for 431.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4) of said Section 19, Range 23 West for 431.29 feet to the Point of Beginning.

LESS AND EXCEPT the West 50 feet thereof.

Boundary lines have been located and shown on plan by the Florida West Zone derived from Florida Department of Transportation records as shown by the Old Cypress Railway.

Survey Description Number: 31-4545-01-11110010

## EXHIBIT B

### CLUBS EXCLUSIVE USE AREAS

#### I. Private Use By Club – Year Round

##### A. William H. Hammond Stadium

1. Largest Storage Room in Major League clubhouse and one storage room to be constructed beneath the seating bowl of the Major League Stadium
2. Training and Treatment Room in Major League clubhouse (including Storage Room, Doctor's Office and Trainer's Office, Hydrotherapy Area)
3. 3rd Floor Office Level
4. Concessions Stands and Novelty Store

Subsequent to operating agreement with Minor League affiliate, Miracle Baseball currently runs all Concessions for Twins.

5. Video Room to be constructed and located outside the Major League Stadium clubhouse adjacent to the batting tunnels.
6. The office used by the Twins Ticket Manager which shall be secured at the conclusion of each Spring Training period

##### B. Minor League Clubhouse -

1. All Areas inside the Clubhouse Building, including offices, meeting rooms, player clubhouse, coaches locker rooms, storage, Laundry and access hallways
2. Storage Room adjacent to Batting Tunnels
3. Video Room and facilities to be constructed and located adjacent to Weight Training Room and Batting Tunnels

##### C. Minor League Office

All Areas inside the office building  
(Reception Area, 4 offices, conference room, & storage room)



- D. Weight Training Room and Athletic Training & Treatment Room (to become connected facilities in the same 6,000 sf building)

3,600 sf main weight training room, plus office & storage room

2,400 sf athletic training room that was originally constructed as a large meeting space

Hydrotherapy room to be constructed adjacent to new athletic training room

- E. [RESERVED]

- F. Player Development Academy

Entire facility including, without limitation, Dining Room and Kitchen, Tiered Meeting Space (Theater), offices, classrooms, recreation areas, storage rooms, laundry facilities and sleeping rooms.

The theater may be used by the County as is the case with current use of the Meeting and Conference Room; however, such use shall be scheduled and subject to the management of the Club.

- II. Private Use By Club - Spring Training Only  
(Approximately January 15 through April 15)

- A. Stadium Complex

1. Major League Clubhouse  
Main Locker Room, all offices, storage rooms and Shower Area
2. Visitors Clubhouse  
Locker Room, Manager's Office, Coaches Locker Room, Training Room and Shower Area
3. Umpires Room
4. 4th Floor Media Level  
  
Including, without limitation, Offices, Radio & Television Broadcast Booths, Main Press Area, Public Address Booth, All skybox suites and storage areas.
5. Press Dining Room

B. Ticket Office (Starting on or around January 1 of each year)

III. Exclusive Use Areas as set forth in the Spring Training Development Agreement set forth as Exhibit D

IV. Other

A. Florida Instructional League

Club shall have the option to use the Major League clubhouse in the Stadium Complex, and areas described in II. (A) (1) above during the Instructional League (approximately September 15 – October 31). Or, Club may elect to use Minor League clubhouse facilities for this program.

B. Fantasy Camps

As per III. (A) above, Club shall have the option to use the Major League clubhouse in the Stadium Complex or the Minor League clubhouse.

**EXHIBIT C**  
**ESCROW AGREEMENT**

**EXHIBIT D**

**SPRING TRAINING DEVELOPMENT AGREEMENT**

**EXHIBIT E**

**SCHEDULE OF BASE ANNUAL RENT PAYMENTS**

<u>Year</u>	<u>Club</u>
1	\$500,000
2	\$500,000
3	\$500,000
4	\$500,000
5	\$500,000
6	\$515,000
7	\$515,000
8	\$515,000
9	\$515,000
10	\$515,000
11	\$530,450
12	\$530,450
13	\$530,450
14	\$530,450
15	\$530,450
16	\$546,364
17	\$546,364
18	\$546,364
19	\$546,364
20	\$546,364
21	\$562,754
22	\$562,754
23	\$562,754
24	\$562,754
25	\$562,754
26	\$579,637
27	\$579,637
28	\$579,637
29	\$579,637
30	\$579,637
	<u>\$16,171,025</u>

EXHIBIT F

CAPITAL IMPROVEMENT FUND

<u>Year</u>	<u>Club</u>	<u>County</u>	<u>Total</u>	<u>Cum. Total</u>
1	\$60,000	\$60,000	\$120,000	\$120,000
2	\$60,000	\$60,000	\$120,000	\$240,000
3	\$60,000	\$60,000	\$120,000	\$360,000
4	\$60,000	\$60,000	\$120,000	\$480,000
5	\$60,000	\$60,000	\$120,000	\$600,000
6	\$60,000	\$60,000	\$120,000	\$720,000
7	\$60,000	\$60,000	\$120,000	\$840,000
8	\$60,000	\$60,000	\$120,000	\$960,000
9	\$60,000	\$60,000	\$120,000	\$1,080,000
10	\$60,000	\$60,000	\$120,000	\$1,200,000
11	\$60,000	\$60,000	\$120,000	\$1,320,000
12	\$60,000	\$60,000	\$120,000	\$1,440,000
13	\$60,000	\$60,000	\$120,000	\$1,560,000
14	\$60,000	\$60,000	\$120,000	\$1,680,000
15	\$60,000	\$60,000	\$120,000	\$1,800,000
16	\$60,000	\$60,000	\$120,000	\$1,920,000
17	\$60,000	\$60,000	\$120,000	\$2,040,000
18	\$60,000	\$60,000	\$120,000	\$2,160,000
19	\$60,000	\$60,000	\$120,000	\$2,280,000
20	\$60,000	\$60,000	\$120,000	\$2,400,000
21	\$60,000	\$60,000	\$120,000	\$2,520,000
22	\$60,000	\$60,000	\$120,000	\$2,640,000
23	\$60,000	\$60,000	\$120,000	\$2,760,000
24	\$60,000	\$60,000	\$120,000	\$2,880,000
25	\$60,000	\$60,000	\$120,000	\$3,000,000
26	\$60,000	\$60,000	\$120,000	\$3,120,000
27	\$60,000	\$60,000	\$120,000	\$3,240,000
28	\$60,000	\$60,000	\$120,000	\$3,360,000
29	\$60,000	\$60,000	\$120,000	\$3,480,000
30	\$60,000	\$60,000	\$120,000	\$3,600,000
	<u>\$1,800,000</u>	<u>\$1,800,000</u>	<u>\$3,600,000</u>	

## ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into this **6th** day of **November, 2012**, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida ("County"), the **MINNESOTA TWINS, LLC, LIMITED PARTNERSHIP**, a Delaware limited liability company ("Club"), **THE OFFICE OF THE COUNTY ATTORNEY FOR LEE COUNTY, FLORIDA** (the "County Attorney"), and **BRIGGS AND MORGAN, P.A.** (collectively with the County Attorney, "Escrow Agents" or individually an "Escrow Agent") and together with the County and the Club, the "Parties", or individually, a "Party").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

This Agreement relates to that **Spring Training Facility Development Agreement** dated November 6, 2012, by and between the County and the Club (the "Development Agreement").

Pursuant to Section 12 of the Development Agreement, the County and the Club have entered into that certain Spring Training Facility Lease Agreement between Lee County and the Minnesota Twins, LLC, with a Signature Date of **November 6, 2012** (the "Lease").

Escrow Agent, the County Attorney, hereby acknowledges receipt of two originals of the Lease (collectively, the "Original Leases"), executed by both the County and the Club, and the Escrow Agents agree that the Original Leases shall be held in escrow (the "Escrow") until the Commencement Date, as defined in the Lease, and receipt of the joint written instructions of the County and the Club to release the Original Leases from Escrow, at which time Escrow Agents shall deliver from Escrow one Original Lease to the County and one Original Lease to the Club.

Upon completion and delivery of the Original Leases, Escrow Agents shall be automatically released and discharged of their escrow obligations hereunder and all liability associated with the Escrow. Escrow Agents will have no liability under this Agreement unless an Escrow Agent is determined by a Court of competent jurisdiction to have been grossly negligent or committed willful misconduct in the performance of the duties set forth herein.

In the event conflicting demands are made on an Escrow Agent, or an Escrow Agent, in good faith, believes that any demands with regard to the Original Leases are in conflict or are unclear or ambiguous, such Escrow Agent may bring a declaratory or interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of the Escrow Agent bringing the action, and the Escrow Agent is entitled to reimbursement from the County and the Club for its reasonable costs and attorneys fees in connection with the same, through final appellate reviews.

Limitations of Liability

Without limitation, neither Escrow Agent shall be liable for:

- a. The legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to an Escrow Agent or exchanged by the Parties hereunder, whether or not Escrow Agents prepared such instrument.
- b. Escrow Agents act hereunder as a depository only, and are not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same; of the identity, authority, or rights of any person executing or depositing the same.
- c. An Escrow Agent shall not be required to take or be bound by notice of default of any person, or take any action with respect to such default involving any expense or liability, unless notice in writing is given to the Escrow Agents of such default and unless they are indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agents of written instructions of all the Parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by the Escrow Agents.
- d. An Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine.
- e. An Escrow Agent shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agents shall have no duties to anyone except those signing these instructions.
- f. Escrow Agent may consult with legal counsel in the event of any dispute of questions as to the construction of the foregoing instructions, or the Escrow Agents' duties hereunder, and an Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
- g. An Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction, whether or not subsequently vacated, modified, set aside or reversed.



Any notice given to an Escrow Agent must be delivered by certified U.S. mail, return receipt requested, or by a national overnight courier service, such as FedEx, delivered to the following addresses:

Lee County Attorney's Office  
2115 Second Street, 6<sup>th</sup> Floor  
Post Office Box 398  
Fort Myers, FL 33902-0398  
Telephone: (239) 533-2236

Briggs and Morgan, P.A.  
2200 IDS Center  
80 South 8<sup>th</sup> Street  
Minneapolis, MN 55402  
Telephone: (612) 977-8492

Any notice delivered by the County or the Club to an Escrow Agent shall concurrently be delivered to the other Escrow Agent and to the other Party.

This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Facsimile or PDF copies of any amendment to this Agreement executed by the Parties may be relied upon as an original signature.

The County and the Club recognize and acknowledge that Escrow Agents are counsel for the County and the Club, respectively, and that Escrow Agents have agreed to serve as Escrow Agents only as a convenience to the Parties. The Parties agree that Escrow Agents may continue to represent the County and the Club in this and any other transaction or matter including, without limitation, representation in disputes between the County and the Club, disputes concerning the Development Agreement, the Original Leases and disputes concerning Escrow Agents' responsibilities hereunder.

[Balance of Page Intentionally Left Blank]

[Signatures on Following Page]

Signature Page to Escrow Agreement dated November 6, 2012.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

By: Joye Townsend



BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: J. Morring  
Chair

Date: November 6, 2012

APPROVED AS TO FORM:

By: Andrea B. Meek  
Office of the County Attorney

[Balance of Page Intentionally Left Blank]


[Signatures on Following Page]

Signature Page to Escrow Agreement dated November 6, 2012.

**WITNESSES:**

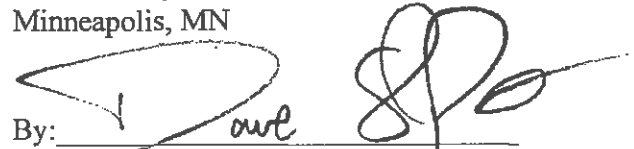

**MINNESOTA TWINS, LLC**

Target Field  
1 Twins Way  
Minneapolis, MN

By: 

Print Name: Kip W. Elliott

Date: 11/21/12

By:  Paul   
President

Date: 11/21/12

By: Danielle Berg

Print Name: Danielle Berg

Date: 11/21/12

[Balance of Page Intentionally Left Blank]

[Signatures on Following Page]

Signature Page to Escrow Agreement dated November 6, 2012.

**ESCROW AGENTS:**

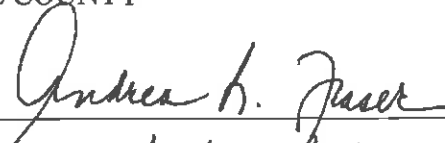
**BRIGGS AND MORGAN, P.A.**

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

Print Name: MICHAEL J. GRIMES

Date: 11/21/12

OFFICE OF THE COUNTY ATTORNEY  
LEE COUNTY

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

Print Name: Andrea B. Fraser

Date: Nov. 15, 2012

BRIGGS AND MORGAN, P.A.  
200 N. W. 10th St.  
Fort Lauderdale, FL 33304  
Tel: 954.473.1100  
Fax: 954.473.1101

**Economic Impact of Twins Spring Training Visitors**  
**(from Davidson-Peterson Associates, Inc., unless otherwise noted)**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Number of games	16	19	13	16	16	19	14	16	15	18	15
Official Total Attendance	124,934	129,589	104,712	129,453	117,503	113,845	107,806	118,579	121,005	121,562	110,770
Estimated Lee County Visitor Attendance	91,587	94,959	76,762	94,899	86,139	83,457	79,030	91,662	88,706	89,115	84,208
Estimated Spring Training Expenditures	\$ 22,644,075	\$ 23,487,786	\$ 18,978,872	\$ 23,463,136	\$ 21,297,219	\$ 20,634,213	\$ 19,539,654	\$ 22,662,806	\$ 21,931,951	\$ 22,032,906	\$ 20,076,874
Direct Local Government Tax Collections	\$ 620,577	\$ 643,699	\$ 520,129	\$ 643,024	\$ 583,665	\$ 565,495	\$ 535,498	\$ 621,090	\$ 601,060	\$ 603,827	\$ 550,221
Direct State Government Tax Collections	\$ 1,620,080	\$ 1,680,444	\$ 1,357,851	\$ 1,678,680	\$ 1,523,719	\$ 1,476,284	\$ 1,397,973	\$ 1,621,421	\$ 1,569,131	\$ 1,576,354	\$ 1,436,408
Direct Employment	329	341	276	341	309	300	284	329	319	320	292
Total Local Government Tax Collections	\$ 1,218,392	\$ 1,263,789	\$ 1,021,181	\$ 1,262,462	\$ 1,145,923	\$ 1,110,249	\$ 1,051,355	\$ 1,219,400	\$ 1,180,075	\$ 1,185,507	\$ 1,080,260
Total State Government Tax Collections	\$ 2,430,855	\$ 2,521,428	\$ 2,037,393	\$ 2,518,782	\$ 2,286,269	\$ 2,215,095	\$ 2,097,594	\$ 2,432,866	\$ 2,354,408	\$ 2,365,246	\$ 2,155,264
Total Employment	467	485	391	484	439	426	403	467	452	454	414

Note 1: 2009 includes games played against the Puerto Rican and Netherlands national teams during the World Baseball Classic.

Note 2: 2010 covers only 13 games in Florida as the Twins played two additional pre-season games in Minnesota.

Note 3: 2015 estimates supplied by Lee County Office of Sports Development.

# Section 5

Certification Criteria as required by 288.11621(2), F.S. (2011)

---

## Criteria 1

### **Florida Statute 288.11621(2)(a)(1.)**

*The applicant is responsible for the acquisition, construction, management, or operation of the facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.*

Lee County holds title to the property on which the facility is located and Lee County Parks and Recreation manages, operates and maintains Hammond Stadium and the Lee County Sports Complex. Lee County Construction and Design is responsible for all construction and renovations to the facility.

Attachment A: Warranty Deeds for the property in question

## Criteria 2

### **Florida Statute 288.11621(2)(a)(2.)**

*The applicant has a certified copy of a signed agreement with a spring training franchise for the use of the facility for a term of at least 20 years. The agreement also must require the franchise to reimburse the state for state funds expended by an applicant under this section if the franchise relocates before the agreement expires. The agreement may be contingent on an award of funds under this section and other conditions precedent.*

See Section 3 for copies of the Stadium Improvement Spring Training Development Agreement and the Stadium Lease Agreement between Lee County and the Minnesota Twins, LLC.

Key Terms of the 2012 Stadium Lease Agreement  
Between Lee County  
And  
Minnesota Twins

**Term:** 30 years – option to extend 2 separate, but consecutive periods of 10 years each

**Leased Premises:** Major League Stadium and Minor League Complex Exclusive Use During Spring

**Ticket Sales:** Club sets prices, operate and manage all ticketing operations – receives all “Gross Revenues from Ticket sales”. Club provides County, at no charge, 40 admission tickets for reserved ticket seating and use of the suite to accommodate up to 40 people.

**Parking:** The Club is responsible for collecting all parking fees and related revenue derived from Spring Training activities and all other professional related events. Parking management during Spring Training is the responsibility of the Club.

**Concessions:** The Club or its designee shall control the sale of food, beverages merchandise, novelties, and logo items. The Club agrees to consult periodically with the County concerning concession prices. “Gross Revenues From Concessions” shall be the sole and exclusive property of the Club.

**Message Center/Billboard:** Except for approved events held by the County, the Club shall be entitled to sell rights with respect to the Leased Premises. All revenues received from or in connection with the lease shall be the property of the Club or its designee.

**Naming Rights:** The Club has exclusive naming (and presenting sponsorship) rights to all or any portion of the stadium complex and any building located on the leased premises.

**Lease Payments:** Club leases facility from the County for \$500,000 per year

**Fantasy Camps:** Club or designee shall hold or conduct any fantasy camp at the facility at any time during the term and the Club shall pay no additional costs. All revenues derived from such Club fantasy camps shall be the property of the Club.

**Broadcasting:** The Club shall retain any and all broadcasting and television rights for games played by the Club.

**Games Played:** The Club will play regularly scheduled Spring Training home games exclusively at the Major League Stadium.

**Operating Maintenance and CIP:** Throughout the term the County shall at its sole expense, provide cleaning and repair and operational maintenance services for the leased premises. The Club shall be responsible for providing janitorial services for the Clubs exclusive use areas. The County and the Club have established an account for mutually agreed upon capital improvement projects to benefit the leased premises. The County shall be financially responsible for and undertake capital improvements to the leased premises.

**Equipment:** The County shall be solely responsible for providing all equipment necessary to operate the leased premises.

**Tourist Promotion:** The County and the Club agree to develop an ongoing promotional partnership for the purpose of promoting Spring Training games and ticket sales, as well as tourism opportunities in the County.

**Services and Personnel:** The Club or its designee shall hire and be responsible to pay for concessions, ticketing, advertising and other personnel necessary to service patrons. The Club shall provide security within the Major League Stadium for any Club related activities. The County will be responsibility for traffic control and assistance for ingress and egress to and from the stadium complex for all spring Training games only.

**Club Alterations and Property Rights:** The Club shall not in any permanent alterations or permanent additions to the physical structure of the leased premises without first requesting and obtaining written approval from the County.

**Utilities:** The County is responsible for the cost of all utilities of the leased premises. The Club shall reimburse the county costs associated with the Clubs Exclusive use areas and for field lighting for any evening games played by the Club.

**Operations:** Exclusive use of the leased premises by the Club during Spring Training includes operational jurisdiction over the various service providers, subcontractors and other persons who may be involved or working at the facility, but shall not include County employees.

### Criteria 3

**Florida Statute 288.11621(2)(a)(3.)**

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

See Section 2: Actual Expenditures to demonstrate Lee County's financial commitment to provide more than 50 percent of the funds required for acquisition and renovation of the Lee County Sports Complex on behalf of the Minnesota Twins.

[Continued on next page]



#### **Criteria 4**

##### **Florida Statute 288.11621(2)(a)(4.)**

*The applicant demonstrates that the facility for a spring training franchise will attract a paid attendance of at least 50,000 annually to the spring training games.*

Minnesota Twins spring training attendance will continue to attract paid attendance well above the minimum threshold specified. In 2018, official attendance totaled 110,770.

#### **Criteria 5**

##### **Florida Statute 288.11621(2)(a)(5.)**

*The facility for a spring training franchise is located in a county that levies a tourist development tax under s. 125.0104.*

Lee County now collects a 5% tourist development tax which is allocated for expenditure as follows:

- 53.6% for tourist advertising and promotions
- 26.4% for beach and shoreline improvements
- 20% for sports facilities

Since 1982, the Lee County Board of County Commissioners has collected a tourist development tax under the authority of Chapter 125.0104, Florida Statutes.

Initially a 2% tax on short-term accommodations, Lee County Ordinance 82-33 has been amended several times, with an additional 1% levy added in March of 1988 and another 2% added in January 2006.

Attachment B: Copy of Lee County Tourist Development Ordinance 13-14 and Ordinance 16-18 which amends Ordinance 13-14.

Return to: (attach self addressed stamped envelope)

Name

Address

This Instrument Prepared by

Address

10500  
13750 P23  
THE DONALD J. CLAUSE ORGANIZATION OF FLORIDA, INC.  
1725 S. W. 11th Street, Fort Myers, FL 33902

2716620

13,750.00

Grantee Name and U.S. #

Grantee Name and U.S. #

13750 P23  
13,750.00  
13750 P23

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

# This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties herein; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders, and, if said, the term "man" shall include all the names herein described if more than one.

Made this 15th day of September A. D. 19 89

Between 15th  
CLAUSE ENTERPRISES OF FT. MYERS, LTD., a Florida Limited Partnership

of the County of Lee in the State of Florida  
party of the first part, and LEE COUNTY, a Political Subdivision of the State of  
Florida, whose mailing address is: P.O. BOX 398 FORT MYERS, FLORIDA  
33902

of the County of Lee in the State of Florida  
party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of  
TEN--(\$10.00) & O.G.V.C.-----Dollars,  
to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following  
described land, situate lying and being in the County of Lee State of  
Florida, to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

SUBJECT TO outstanding oil and mineral rights and taxes subsequent  
to 1988.

Acquisition approved by the Lee County Board  
of Commissioners on May 11, 1989  
and accepted on behalf of the State by Michael  
Sybil George, County Administrator on September 15, 1989  
in accordance with Ordinance - May 22, 1983.

Approved As  
To Form.

By: [Signature]  
County Attorney

Property Appraiser's Parcel Identification Number: \_\_\_\_\_

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same  
against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and  
year first above written.

Signed, Sealed and Delivered in Our Presence:

[Signature]  
[Signature]

CLAUSE ENTERPRISES OF FT. MYERS, LTD.  
a Florida Limited Partnership  
BY: The Donald J. Clause Organization  
of Florida, Inc., a Florida L.S.  
Corporation, as General Partner L.S.  
BY: [Signature] L.S.  
John D. Clause, President L.S.

State of Florida }  
County of LEE }

I Hereby Certify That on this day personally appeared before me, an officer duly  
authorized to administer oaths and take acknowledgments, John D. Clause, President of The  
Donald J. Clause Organization of Florida, Inc., a Florida Corporation, as General Partner of CLAUSE ENTERPRISES OF FT. MYERS, LTD., a Florida  
Limited Partnership,  
to me well known and known to me to be the individual described in and who executed the foregoing deed,  
and he acknowledged before me that he executed the same freely and  
voluntarily for the purposes therein expressed.

Witness my hand and official seal at Fort Myers, and State of Florida, this 15th day of  
September, A. D. 19 89.

Lee  
September  
My Commission Expires \_\_\_\_\_

Notary Public

REC'D BY: \_\_\_\_\_  
© St. C. Washburn Co., DC

DR2096 Pch 4 03

EXHIBIT "A"

OR2096 Pol 404

A tract or parcel lying in the northeast quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the northeast quarter (NE 1/4) of said Section 30 run North  $01^{\circ} 10' 06''$  West along the west line of said northeast quarter (NE 1/4) for 621.20 feet to the point of beginning.  
From said Point of Beginning continue North  $01^{\circ} 10' 06''$  West along said west line for 1921.55 feet; thence run North  $88^{\circ} 55' 40''$  East parallel with the south line of said fraction for 2184.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119 at page 835; thence run southwesterly along said northwesterly line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South  $23^{\circ} 42' 17''$  West) (chord 2116.37 feet) (delta  $21^{\circ} 45' 59''$ ) for 2129.15 feet; thence run South  $88^{\circ} 55' 40''$  West for 1294.31 feet to the point of beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from the Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

CHARLIE GREEN LEE CIV FL  
89 SEP 18 AM 11:56

This instrument was prepared by and when recorded return to: JOAN DeMICHAEL HENRY LUSK, DRASFTES, TOLISANO & SMITH, P.A. 202 S. DEL PRADO BOULEVARD CAPE CORAL, FLORIDA 33990

Property Appraiser's Parcel Identification No. 30-45-25-00-00004.0000

WARRANTY DEED (Statutory Form -- Section 689.02, F.S.)

This Indenture, made this 18th day of March, 2011, Between Suriyah, LLC, a Florida Limited Liability Company, whose post office address is 5700 Harborage Drive, Fort Myers, FL 33912, grantor\*, and LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA whose post office address is P.O. Box 398, Fort Myers, FL 33902, grantee\*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 30, run North 01° 10' 06" West along the West line of said Northeast Quarter (NE 1/4) for 621.29 feet; thence run North 88° 55' 40" East parallel with the South line of said fraction for 1294.31 feet to an intersection with the curved Northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119, page 835 of the Public Records of Lee County, Florida, thence run Southwesterly along said Northwesterly line along the arc of a curve to the right of radius 5694.58 feet (chord bearing South 36° 15' 15" West) chord 359.62 feet (delta 03° 48' 37") for 359.68 feet to a point of tangency; thence run South 38° 15' 54" West for 434.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4); thence run South 88° 55' 40" West for 799.06 feet to the Point of Beginning.

LESS AND EXCEPT for West 50 feet thereof.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone derived from Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

SUBJECT TO reservations of record and taxes for the current year and subsequent.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Suriyah, LLC, Grantor

BY: Girish Patel, Manager

(Corporate Seal)

(First Witness) Printed name: Gordon Duneau

(Second Witness) Printed name: Aashish Patel

STATE OF Florida COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of March, 2011, by Girish Patel, Manager of Suriyah, LLC, a FL corporation who is personally known to me and who has produced identification and who did (did not) take an oath.

My Commission Expires:

D.S. \$33,670.00 REC. \$10.00 TOTAL: \$33,680.00

Notary Public Printed, typed, or stamped name:



Acquisition approved by the Lee County Board of Commissioners action on 1/25/2011 and accepted on behalf of the board by Gordon Duneau on 3/23/2011 in accordance with B15 20110024 Project Duneau Stadium Exp. Parcel

# Attachment B

## Tourist Development Tax Ordinance

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While the hard-copy report submitted to the Florida Department of Economic Opportunity includes a full version of Lee County Ordinance 13-14 and Ordinance 16-18 which amends Ordinance 13-14, we provide a link to the document here:

<https://www.leegov.com/bocc/Ordinances/16-18.pdf>

<https://www.leegov.com/bocc/Ordinances/13-14.pdf>

**LEE COUNTY ORDINANCE NO. 16-18**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, AMENDING LEE COUNTY ORDINANCE NO. 13-14, WHICH LEVIED, IMPOSED AND SET A FIVE PERCENT (5%) TOURIST DEVELOPMENT TAX THROUGHOUT LEE COUNTY PURSUANT TO THE "LOCAL OPTION TOURIST DEVELOPMENT ACT", SECTION 125.0104, FLORIDA STATUTES; AMENDING SECTION SIX BY ADDING PARAGRAPH F.; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS, CONFLICTS OF LAW, CODIFICATION, INCLUSION IN CODE AND SCRIVENERS ERRORS, PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 125.0104, Florida Statutes, provides for the levy of a "Local Option Tourist Development Tax" by any county; and

**WHEREAS**, under the provisions of Section 125.0104, Florida Statutes, the Board of County Commissioners, Lee County, Florida, did on June 2, 1982, adopt a Resolution establishing and appointing the members of the Lee County Tourist Development Council; and

**WHEREAS**, said Tourist Development Council has presented to the Board of County Commissioners its plan for tourist development; and

**WHEREAS**, it is the intent of this Ordinance that the Tourist Development Tax be used to stabilize the tourist-related economy of Lee County on a year-round basis; and

**WHEREAS**, the Board of County Commissioners of Lee County now desires to amend Lee County Ordinance No. 13-14, in order to provide for County to provide for usage of common reserves;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA THAT:**

**SECTION ONE: RECITALS**

The above recitals are hereby incorporated by reference as if set out herein at length.

**SECTION TWO: PURPOSE, RESTATEMENT AND REPEALER**

This ordinance amends Lee County Ordinance No. 13-14, as set forth herein. The amendments and revisions set forth in the following Section are hereby adopted, with underlined text being language added.

**SECTION TWO: AMENDING SECTION SIX - TOURIST DEVELOPMENT PLAN**

Section Six, F. of Lee County Ordinance No. 13-14, is hereby added to read as follows:

F. Any undesignated reserves at the end of each fiscal year in the trust funds, and subsequent to and including September 30, 2015, will be placed in a common reserve that can be spent for any lawful purpose under Section 125.0104, Florida Statutes, including meeting all funding requirements of the County's bond resolution relating to the Tourist Development Tax.

**SECTION THREE: SEVERABILITY**

Upon petition of fifteen percent (15%) or more of the electors of Lee County, the Board of County Commissioners shall cause an election to be held for the repeal of this Ordinance and the Tourist Development Tax levied subject only to any outstanding revenue bonds for which the tax has been pledged.

**SECTION FOUR: INVALID OR UNCONSTITUTIONAL SECTIONS**

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provisions not been included herein.

**SECTION FIVE: CONFLICTS OF LAW**

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

**SECTION SIX: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lee County code; and that sections of this Ordinance may be renumbered or relettered and that the word "ordinance" may be changed to "section", "article", or other such appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the County Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.



**SECTION SEVEN: MODIFICATIONS THAT MAY ARISE FROM  
CONSIDERATION AT PUBLIC HEARING**

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

**SECTION EIGHT: EFFECTIVE DATE**

This Ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State, with a certified copy hereof being furnished to the State of Florida, Department of Revenue.

Commissioner Manning made a motion to adopt the foregoing ordinance, seconded by Commissioner Hamman. The vote was as follows:

John Manning	Aye
Cecil L Pendergrass	Aye
Larry Kiker	Aye
Brian Hamman	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED this 18<sup>th</sup> day of October 2016.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: Theresa  
Deputy Clerk



BY: [Signature]  
Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

[Signature]  
Office of the County Attorney



**FLORIDA DEPARTMENT *of* STATE**

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

October 20, 2016

Honorable Linda Doggett  
Clerk of the Circuit Courts  
Lee County  
Post Office Box 2469  
Fort Myers, Florida 33902-2469

Attention: Theresa King

Dear Ms. Doggett:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy for Lee County Ordinance No. 16-18, which was filed in this office on October 20, 2016.

Sincerely,

Ernest L. Reddick  
Program Administrator

ELR/lb

**RECEIVED**

**By tking at 9:46 am, Oct 21, 2016**

LEE COUNTY ORDINANCE NO. 13-14

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, REPEALING AND REPLACING IN THE ENTIRETY LEE COUNTY ORDINANCE NO. 07-28, AS AMENDED BY LEE COUNTY ORDINANCE NO. 09-01, AS AMENDED BY LEE COUNTY ORDINANCE NO. 10-31, AS AMENDED BY LEE COUNTY ORDINANCE NO. 13-07, WHICH LEVIED, IMPOSED AND SET A FIVE PERCENT (5%) TOURIST DEVELOPMENT TAX THROUGHOUT LEE COUNTY PURSUANT TO THE "LOCAL OPTION TOURIST DEVELOPMENT ACT", SECTION 125.0104, FLORIDA STATUTES; PROVIDING FOR RECITALS, PURPOSE, RESTATEMENT AND REPEALER; PROVIDING FOR A TITLE; PROVIDING FOR APPLICATION AND DEFINITIONS; PROVIDING FOR THE COLLECTION OF SAID TAX, RELATING TO A TAX ON EACH WHOLE AND MAJOR FRACTION OF EACH DOLLAR OF THE TOTAL RENTAL CHARGED EVERY PERSON WHO RENTS, LEASES OR LETS FOR CONSIDERATION ANY LIVING QUARTERS OR ACCOMMODATIONS IN ANY HOTEL, APARTMENT HOTEL, MOTEL, RESORT MOTEL, APARTMENT, APARTMENT MOTEL, ROOMINGHOUSE, TOURIST AND TRAILER CAMP, MOBILE HOME PARK, RECREATIONAL VEHICLE PARK, CONDOMINIUM, REAL PROPERTY OR TIMESHARE RESORT FOR A TERM OF SIX (6) MONTHS OR LESS; PROVIDING THAT THE REVENUES SO RAISED BE UTILIZED TO IMPLEMENT THE LEE COUNTY TOURIST DEVELOPMENT PLAN, RELATING TO BEACH PARK FACILITIES AND BEACH RELATED IMPROVEMENTS; PROVIDING FOR THE ADOPTION OF THE LEE COUNTY TOURIST DEVELOPMENT TAX; PROVIDING FOR COMPOSITION OF THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL; PROVIDING AN EXCEPTION TO GENERAL LAW RELATING TO THE COMPOSITION OF THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL; PROVIDING FOR THE TERMS, QUALIFICATIONS AND POWERS OF THE MEMBERS OF SAID COUNCIL; PROVIDING FOR PENALTIES FOR FAILURE TO COLLECT THE TAX LEVIED; PROVIDING FOR REPEAL OF THE TAX BY REFERENDUM ELECTION; PROVIDING FOR LOCAL ADMINISTRATION OF THE TAX SO AS TO HAVE COLLECTION AND ADMINISTRATION DUTIES PERFORMED BY THE INTERNAL AUDIT DEPARTMENT OF THE CLERK OF COURT AND TO HAVE THE ENFORCEMENT AND AUDIT RESPONSIBILITIES PERFORMED BY THE LEE COUNTY CLERK OF COURT INTERNAL AUDIT DEPARTMENT; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS, CONFLICTS OF LAW, CODIFICATION, INCLUSION IN CODE AND SCRIVENOR'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 125.0104, Florida Statutes, provides for the levy of a "Local Option Tourist Development Tax" by any county; and

**WHEREAS**, under the provisions of Section 125.0104, Florida Statutes, the Board of County Commissioners, Lee County, Florida, did on June 2, 1982, adopt a Resolution establishing and appointing the members of the Lee County Tourist Development Council; and

**WHEREAS**, said Tourist Development Council has presented to the Board of County Commissioners its plan for tourist development; and

**WHEREAS**, it is the intent of this Ordinance that the Tourist Development Tax be used to stabilize the tourist-related economy of Lee County on a year-round basis.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA that:**

**SECTION ONE:                    RECITALS**

The above recitals are hereby incorporated by reference as if set out herein at length.

**SECTION TWO:                    PURPOSE, RESTATEMENT AND REPEALER**

It is the intent of this Ordinance to repeal and replace in the entirety Lee County Ordinance No. 07-28, as amended by Ordinance No. 09-01, as amended by Ordinance No. 10-31, and as amended by Ordinance No. 13-07. Accordingly, upon adoption of this Ordinance Lee County Ordinance Nos. 07-28, 09-01, 10-31 and 13-07 are hereby duly repealed and replaced.

**SECTION THREE:            TITLE**

This Ordinance shall be known and may be cited as the "Lee County Tourist Development Ordinance".

**SECTION FOUR:            APPLICATION; DEFINITIONS**

A.     Application - The provisions contained in Florida Statutes, Chapter 212, as may be amended, apply to the administration of any tax levied pursuant to this Ordinance.

B.     Definitions – Pursuant to Florida Statutes, Chapter 125.0104, as may be amended, and for purposes of this section:

1.     "Promotion" means marketing or advertising designed to increase tourist-related business activities.
2.     "Tourist" means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in paragraph (3)(a).

**SECTION FIVE:            TAXABLE PRIVILEGES; LEVY; RATE**

A.     There is hereby levied and imposed and set a tourist development tax throughout Lee County, Florida, at a rate of three percent (3%) of each whole and major fraction of each dollar of the total rental charged every person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, tourist and trailer camp, mobile home park, recreational vehicle park, condominium, real property or timeshare resort for a term of six (6) months or less. When receipt of consideration is

by way of property other than money, the tax shall be levied and imposed on the fair market value of such non-monetary considerations.

B. In addition to the three percent (3%) tax rate imposed in Paragraph A., the County hereby levies, imposes, and sets an additional one percent (1%) tax pursuant to Section 125.0104(3)(d), Florida Statutes, on the exercise of privilege described in Paragraph A.

C. In addition to the original three percent (3%) tax rate imposed and the one percent (1%) tax imposed under Paragraph B., the County hereby levies, imposes and sets an additional one percent (1%) tax pursuant to Section 125.0104(3)(n), Florida Statutes, on the exercise of the privilege described in Paragraph A.

D. The Tourist Development Tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes, fees and the considerations for the rental or lease.

E. The Tourist Development Tax shall be charged by the dealer receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

F. The dealer receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Lee County Clerk of the Circuit Court at the time and in the manner provided for dealers who collect and remit taxes under Section 212.03, Florida Statutes. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property, respecting the collection and remission of tax, the making of returns, the keeping of books, records and accounts, and compliance with the rules of the Florida Department of Revenue in the

administration of said chapter shall apply to and be binding upon all dealers who are subject to the provisions of this Act.

G. Collections received by the said Clerk less costs of administration of this Ordinance shall be paid and returned, on a monthly basis to Lee County for use by the County in accordance with the provisions of this Ordinance and shall be placed in the County tourist development trust fund in accordance with the Tourist Development Plan in Section Four hereof.

H. The effective date of the levy and imposition of the additional one percent (1%) of each dollar above the tax rate of two percent (2%) of each dollar, as previously set by Section Three hereof, shall be the first day of March, 1988. The proceeds of the additional levy shall be used for the purposes set forth in Section Four hereof.

I. The effective date of the levy and imposition of the additional two percent (2%) of each dollar above the tax rate of three percent (3%) of each dollar, as previously set out in Section Five A. hereof, shall be the first day of January 2006. The proceeds of the additional levy shall be used for the purposes set forth in Section Six A., B., and C. hereof. See also Section Six A., B., and C.

**SECTION SIX: TOURIST DEVELOPMENT PLAN**

A. The tax revenues received pursuant to this Ordinance shall be used to fund the Lee County Tourist Development Plan, which is hereby adopted as follows:

1. The two percent (2%) Tourist Development Tax was levied throughout Lee County beginning the first day of the month following the referendum. An additional one percent (1%) was levied in March of 1988. The additional two percent (2%) was

levied in January 2006. The Tourist Development Tax for Lee County is to strengthen our local economy and advance tourism by investing the revenue in the following priority:

- a) Fifty-three and six-tenths percent (53.6%) of the receipts of the Tourist Development Tax shall be placed into a trust fund to be used for tourist advertising and promotion for Lee County.
- b) Twenty percent (20%) of the receipts of the Tourist Development Tax shall be placed into the trust fund to be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more publicly-owned and operated convention centers, sports stadiums, sports arenas, (including funding Sports Development and the Development's tourism related activities) coliseums, auditoriums or museums (funds will not be used for any museum general maintenance) within the boundaries of the County and for those other lawful purposes authorized by Sections 125.0104(5)(a) 1.,2.,3., and (b), 125.0104(3)(1), Florida Statutes, except as noted in Subparagraph c) below.
- c) Twenty-six and four tenths percent (26.4%) of the receipts of the Tourist Development Tax shall be placed into the trust fund to be used for beach park facilities and beach-related improvements to include but not limited to, beach



improvements, fishing piers, maintenance, re nourishment, restoration and erosion control, including shoreline protection, enhancement, clean-up or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, or inland lake or river.

B. The above and foregoing Tourist Ordinance may be enacted by an affirmative vote of a majority plus one additional member of the Board of County Commissioners.

C. The Plan and Tax shall continue until amended or repealed according to this Ordinance and Section 125.0104, Florida Statutes. Appropriations of the Tourist Development Tax shall be budgeted and approved by the Board of County Commissioners.

D. The revenues to be derived from the Tourist Development Tax may be used as authorized herein and Section 125.0104, Florida Statutes. In the event bonds are issued by the County for any of the purposes enumerated by the Tourist Development Plan, the amount of Tourist Development Tax receipts used to pay debt service on such bonds may exceed the percentages provided for the purpose for which such bonds were issued; provided, however, the annual debt service on such bonds (less any projected federal direct subsidy payments), together with any other obligations of the County which were issued to finance improvements for the same purpose and which are secured by the Tourist Development Tax, must not exceed in each fiscal year in which bonds and other obligations are outstanding, the amount of Tourist

Development Tax receipts provided in the Tourist Development Plan for such purpose which are projected by the County to be received in each such fiscal year and, in the case of a facility described in Section Six.A.1.b) hereof, the revenues projected to be received by the County from the use of such facility in each such fiscal year and the amount of moneys anticipated to be received from the State of Florida in each fiscal year pursuant to Sections 288.11621, 288.1162 and 212.20, Florida Statutes. For purposes of performing the calculations described in this paragraph, the amount of Tourist Development Tax receipts shall take into account any projected increase or decrease in such receipts, plus, if the levy of such tax was increased prior to the date of sale of the bonds, an amount equal to the monies the County would have received if the tax increase had been in effect during the entire period in question. The above projections shall be certified by the County Manager at the time of sale of the bonds and shall be conclusive evidence of satisfaction of the provisions of this Section Six D.

E. Trust funds in the amount of 6.6% deposited in the beach and shoreline portion of the Tourist Development Tax on December 9, 2008, and thereafter until the adoption of this Ordinance shall be transferred to the Stadium/Attractions Trust Fund

**SECTION SEVEN: THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL**

A. There is hereby established, pursuant to the provisions of Section 125.0104, Florida Statutes, and Chapter 2013-258, Laws of Florida, an advisory council to be known as the "Lee County Tourist Development Council". The Council shall be composed of nine (9) members who shall be appointed by the Board of County Commissioners of Lee County. The Chair of the Board of County Commissioners of Lee County or another member as designated by the Chair shall serve on the Council.

Two (2) members of the Council shall be elected municipal officials, one of whom shall be from one of the two municipalities that generated the highest revenues from the tourist tax in the previous two (2) fiscal years and these two (2) municipalities shall rotate membership every two (2) years. The second elected municipal official shall be from one of the remaining municipalities and the second municipal seat shall also rotate every two (2) years. Elected municipal officials appointed to those two (2) seats on the Council shall serve for terms of two (2) years. Six (6) members of the Council shall be persons who are involved in the tourist industry and have demonstrated an interest in tourist development, of which members, not less than three (3) no more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax. All members of the Council shall be electors of the County. The changes in the composition of the membership of the Lee County Tourist Development Council mandated by this act are effective July 1, 2013. The changes in composition of the membership of the Lee County Tourist Development Council mandated by the act shall not cause the interruption of the current term of any person who is a member of the Lee County Tourist Development Council, except the two (2) municipal members appointed on July 1, 2013. The governing Board of the County shall have the option of designating the Chair of the Council or allowing the Council to elect a Chair. The Chair shall be appointed or elected annually and may be re-elected or reappointed. The members of the Council shall serve for staggered terms of four (4) years.

B. The Council hereby established shall, from time to time, make recommendations to the Board of County Commissioners for the effective operation of the special projects or uses of the Tourist Development Tax revenue raised by the tax hereby levied and may perform such other duties or functions as hereinafter may be prescribed by Ordinance or Resolution.

C. The Council shall continuously review all expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the Board of County Commissioners or its designee. Expenditures which the Council believes to be unauthorized shall be reported to the Board of County Commissioners. The Board of County Commissioners shall review the Council's findings and take such administrative or judicial action as it sees fit to insure compliance with this Ordinance and the provisions of Section 125.0104, Florida Statutes.

D. The members of the Council may be appointed or reappointed as authorized by Section 125.0104, Florida Statutes, and Chapter 2013-258, Laws of Florida.

**SECTION EIGHT: LOCAL COLLECTION ADMINISTRATION, AUDIT AND ENFORCEMENT OF THE TAX**

A. Notwithstanding any provisions hereof to the contrary, it is the intent of the County to be exempt from those requirements of Section 125.0104, Florida Statutes, that the tax collected be remitted to the Department of Revenue before being returned to the County. It is the intent of the County to provide for the collection and administration of the tax on a local basis.

B. Definitions – Pursuant to Section 212.06, Florida Statutes, as may be amended, and for purposes of this Ordinance section:

1. “Dealer” means any person who leases, or grants a license to use, occupy, or enter upon, living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps, or real property. The term “dealer” also means any person who has leased, occupied, or used or was entitled to use any living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps, or real property and who cannot prove that the tax levied by this Ordinance has been paid to the vendor or lessor on any such transactions.

C. Collection of the tax shall continue to be made in the same manner as the tax imposed under Part I of Chapter 212, Florida Statutes and as the applicable statute may be subsequently amended from time to time. Lee County, in assuming such responsibility, agrees it shall be bound by all rules promulgated by the Department of Revenue pursuant to Section 125.0104, as well as those rules pertaining to the sales and use tax on transient rentals imposed by Section 212.03. The County may use any power granted in this Section 125.0104, Florida Statutes, to the department to determine the amount of tax, penalties, and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest.

D. The Lee County Clerk of Court, (hereinafter "Clerk of Court") Internal Audit Department shall be responsible for the collection, audit, enforcement and administration of the tax. The dealers receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Lee County Clerk of Court. The Clerk of Court, Internal Audit Department, or their successor department or division, shall keep appropriate records of said funds. The same duties and privileges imposed by Chapter 212, Florida Statutes, and as the applicable statute may be subsequently amended from time to time, upon dealers in tangible property, respecting the collection and remission of tax; the making of returns, the keeping of books, records and accounts, the payment of a dealer's credit in compliance with the rules of the Lee County Clerk of Court in the administration of said Chapter shall apply to and be binding upon all dealer who are subject to the provisions of this Ordinance.

E. The Clerk of Court may promulgate rules, prescribe and publish the forms necessary to effectuate this Ordinance. The rules may include guidelines for registration and reporting requirements that are consistent with the provisions of Chapter 212, Florida Statutes.

F. In accordance with Chapter 125.0105, Florida Statutes, the Clerk of Court may adopt a service fee not to exceed the service fees authorized under Section 832.08(5) or five percent (5%) of the fact amount of the check, draft, or order, whichever is greater, for the collection of a dishonored check, draft, or other order for the payment of tax under this Ordinance. The service fee shall be in addition to all other penalties imposed by law. Proceeds from this fee, if imposed, shall be retained by the Lee

County Clerk of Court.

G. The Lee County Clerk of Court, Internal Audit Department, or their successor department or division, shall perform the enforcement and audit functions associated with the collection and remission of this tax, including, without limitation, the following:

1. For the purpose of enforcing the collection of the tax levied by this Chapter, the Internal Audit Department of the Clerk of Courts is hereby specifically authorized and empowered to examine at all reasonable hours the books, records, and other documents of all dealers, charged with the duty to report or pay a tax under this Ordinance, in order to determine whether they are collecting the tax or otherwise complying with this Ordinance. In the event said dealer refuses to permit such examination of its books, records, or other documents by the department as aforesaid, it is guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes. The Clerk shall have the right to proceed in Circuit Court to seek a mandatory injunction or other appropriate remedy to enforce its right against the offender, as granted by this section, to require an examination of the books and records of such dealer.
2. Each dealer, as defined in Section 212.06, Florida Statutes, and this Ordinance shall secure, maintain, and keep for a period of three (3) years a complete record of rooms or other lodging, that

was leased, rented, or granted license to use, occupy or enter upon living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps or real property, by said dealer, together with gross receipts from such sales, and other pertinent records and documents as may be required by the Clerk of Court for the reasonable administration of this Ordinance; and all such records which are located or maintained in this state shall be open for inspection by the Internal Audit Department of the Clerk of Court at all reasonable hours at such dealer's place of business located in Lee County. Any dealer who maintains such books and records at a point outside this County must make such books and records available for inspection by the Internal Audit Department of the Clerk of Courts in Lee County, Florida. Any dealer subject to the provisions of this Ordinance, who violates these provisions, is guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

3. Enforcement investigations include the examination of documents from any of the following, including but not limited to:
  - a) any person;
  - b) any community;
  - c) any condominium association;
  - d) any homeowner association; and



- e) any property management company that are relevant to transient renters and rental activities. Relevant documents include but are not limited to:
    - f) association approval of guests to rent or lease;
    - g) guest gate entry passes;
    - h) guest golf and/or tennis membership records, and
    - i) other guest amenity records such as pool and community center passes.
4. The Internal Audit Department of the Clerk of Courts shall send written notification, at least thirty (30) days prior to the date an auditor is scheduled to begin an audit, informing the dealer of the audit. The Internal Audit Department of the Clerk of Courts is not required to give thirty (30) days prior notification of a forthcoming audit in any instance in which the dealer requests an emergency audit.
5. Such written notification shall contain:
- a) The proximate date on which the auditor is scheduled to begin the audit.
  - b) A reminder that all of the records, receipts, invoices, and related documentation of the taxpayer must be made available to the auditor.

c) Any other requests or suggestions the Internal Audit Department may deem necessary.

6. Only records, receipts, invoices and related documentation which are available to the auditor when such auditor begins shall be deemed acceptable for the purposes of conducting such audit.

H. All taxes collected under this Ordinance shall be remitted to the Internal Audit Department of the Clerk of Court. In addition to criminal sanctions, the Clerk is empowered, and it shall be its duty, when any tax becomes delinquent or is otherwise in jeopardy under this Ordinance, to issue a warrant for the full amount of the tax due or estimated to be due, with the interest, penalties, and cost of collection, directed to all and singular the sheriffs of the state, and shall record the warrant in the public records of the County, and thereupon the amount of the warrant shall become a lien of any real or personal property of the taxpayer in the same manner as a recorded judgment. The Internal Audit Department of the Clerk may issue a tax execution to enforce the collection of taxes imposed by this Ordinance and deliver it to the Sheriff. The Sheriff shall thereupon proceed in the same manner as prescribed by law for executions and shall be entitled to the same fees for his services in executing the warrant to be collected. The Clerk may also have a writ of garnishment to subject any indebtedness due to the delinquent dealer by a third person in any goods, money, chattels, or effects of the delinquent dealer in the hands, possession, or control of the third person in the manner provided by law for the payment of the tax due. Upon payment of the execution, warrant, judgment, or garnishment, the department shall satisfy the lien of record within thirty (30) days.

I. Pursuant to Section 213.24(3) and Section 125.0104, Florida Statutes, a fee shall be imposed to offset the extraordinary costs incurred by the Clerk of Court for enforcement, administration and payment agreements incurred due to late payment of a collection event.

1. "Collection Event" means failure by a taxpayer to:
  - a) timely file a complete return;
  - b) timely pay the full amount of tax reported on a return;
  - c) timely pay the full amount due resulting from an audit after all appeal rights have expired or the result has been finally determined; or
  - d) respond to attempts to contact the dealer.

The fee shall be equal to ten percent (10%) of the total amount of tax, penalty, and interest which remains unpaid after ninety (90) days. The fee shall be imposed in addition to the taxes, fees, penalties, and interest prescribed by law.

J. Tax revenues may be used only in accordance with the provision of Section 125.0104, Florida Statutes.

K. A total of three percent (3%) of said tax collected each month herein shall be retained by the Clerk of the Circuit Court for costs of administration by the Clerk of Courts. The remainder of the tax collected shall be distributed to the County on a monthly basis.

L. The County assumes responsibility for auditing the records and accounts of dealers and assessing, collecting, and enforcing payment of delinquent Tourist Development Taxes. The County adopts any and all powers and authority granted to

the State of Florida in Section 125.0104, Florida Statutes, and Chapter 212, Florida Statutes, and as further amended or incorporated therein to determine the amount of the tax, penalties and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest by, but not limited to, distress warrants, writ of garnishments and criminal penalties as provided in Chapter 212, Florida Statutes.

M. An action may not be brought to contest an assessment of any tax, interest or penalty assessed under this Ordinance more than sixty (60) days after the date the assessment becomes final. An action may not be brought to contest a denial of refund of any tax, interest or penalty paid under this Ordinance more than sixty (60) days after the date the denial becomes final.

**SECTION TEN: PERSONAL LIABILITY**

Any dealer who exercises a taxable privilege hereunder and who willfully fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or through his agents or employees, shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084, Florida Statutes.

Any dealer who willfully makes a false or fraudulent return, fails to file six (6) consecutive returns, attempts in any manner to evade the tax, and/or diverts or converts tax monies to their own use or the benefits of others shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor or felony, punishable as provided in Sections 212.12, 775.082, and 775.083, Florida Statutes.

Any dealer who, after the Clerk's delivery of a written notice to the dealer's last known address specifically alerting the dealer of the requirement to register the dealer's business as a dealer, intentionally fails to register the business; and any dealer who, after the clerk's delivery of a written notice to the dealer's last known address specifically alerting the dealer of the requirement to collect tax on specific transactions, intentionally fails to collect such tax, shall, in addition to the other penalties provided by law, be liable for a specific penalty of one hundred percent (100%) of any unreported or any uncollected tax or fee and, upon conviction, for fine and punishment as provided in Section 775.082 or 775.083, Florida Statutes. Delivery of written notice may be made by certified mail, or by the use of such other method as is documented as being necessary and reasonable under the circumstances. The civil and criminal penalties imposed herein for failure to comply with a written notice alerting the dealer of the requirement to register the business as a dealer or to collect tax on specific transactions shall not apply if the dealer timely files a written challenge to such notice in accordance with procedures established by the department by rule or the notice fails to clearly advise that failure to comply with or timely challenge the notice will result in the imposition of the civil and criminal penalties imposed herein.

The rental property owner is ultimately responsible to ensure the required filing of tax returns and payment of taxes owed regardless of any agreement with an agent to collect, report and/or remit the tax.

**SECTION ELEVEN:**

**REFUSAL TO COLLECT TAX**

No dealer shall advertise or hold out to the public in any manner, directly or indirectly, that he will absorb all or any part of the tax, or that he will relieve the person paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration, or when added, that it or any part thereof will be refunded or refused, either directly, or indirectly, by any method whatsoever. Any dealer who willfully violates any provision of this subsection shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084, Florida Statutes.

**SECTION TWELVE:**

**SEVERABILITY**

Upon petition of fifteen percent (15%) or more of the electors of Lee County, the Board of County Commissioners shall cause an election to be held for the repeal of this Ordinance and the Tourist Development Tax levied subject only to any outstanding revenue bonds for which the tax has been pledged.

**SECTION THIRTEEN:**

**INVALID OR UNCONSTITUTIONAL SECTIONS**

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provisions not been included herein.

**SECTION FOURTEEN: CONFLICTS OF LAW**

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

**SECTION FIFTEEN: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lee County code; and that sections of this Ordinance may be renumbered or relettered and that the word "ordinance" may be changed to "section", "article", or other such appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the County Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.

**SECTION SIXTEEN: EFFECTIVE DATE**

This Ordinance will take effect July 1, 2013, and upon its filing with the Office of the Secretary of the Florida Department of State, with a certified copy hereof being furnished to the State of Florida, Department of Revenue.

Commissioner Hall made a motion to adopt the foregoing ordinance, seconded by Commissioner Pendergrass. The vote was as follows:

JOHN E. MANNING	<u>AYE</u>
CECIL L PENDERGRASS	<u>AYE</u>
LARRY KIKER	<u>AYE</u>
TAMMARA HALL	<u>AYE</u>
FRANK MANN	<u>AYE</u>

DULY PASSED AND ADOPTED THIS 25<sup>th</sup> day of June, 2013.

ATTEST: LINDA DOGGETT  
CLERK OF COURTS

BY: Marcia Wilson  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
Chair



APPROVED AS TO FORM:

BY: [Signature]  
Office of the County Attorney





## FLORIDA DEPARTMENT *of* STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

July 8, 2013

Honorable Linda Doggett  
Clerk of the Circuit Courts  
Lee County  
Post Office Box 2469  
Fort Myers, Florida 33902-2469

Attention: Lisa L. Pierce, Deputy Clerk

Dear Ms. Doggett:

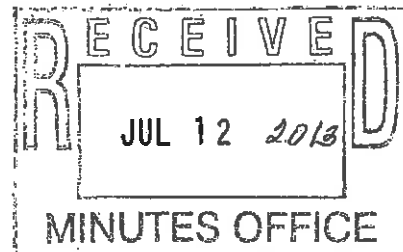
Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated July 3, 2013 and certified copy of Lee County Ordinance No. 13-14, which was filed in this office on July 8, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Liz Cloud".

Liz Cloud  
Program Administrator

LC/elr



# Major League Baseball Spring Training Program

## Annual Reports 2018

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

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

# **TABLE OF CONTENTS**

**Charlotte County (Tampa Bay Rays)**

**City of Bradenton (Pittsburgh Pirates)**

**City of Clearwater (Philadelphia Phillies)**

**City of Dunedin (Toronto Blue Jays)**

**City of Lakeland (Detroit Tigers)**

**City of Sarasota (Baltimore Orioles)**

**Indian River County (Los Angeles Dodgers)**

**Lee County (Minnesota Twins)**

**Palm Beach County (Houston Astros and Washington Nationals)**

**St. Lucie County (New York Mets)**

**Tampa Sports Authority (New York Yankees)**

**West Villages Improvement District (Atlanta Braves)**

**Charlotte County  
(Tampa Bay Rays)**

**1. DETAILED REPORT ON ALL LOCAL AND STATE FUNDS EXPENDED TO DATE ON THE PROJECT BEING FINANCED UNDER SECTION 288.11631, F.S.**

**REPORT NAMED STADIUM IMPROVEMENT DEBT SERVICE FUND EXPENSES**

**CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FOR YEARS 2007 - 2018**

**SUMMARY OF DEBT SERVICE EXPENSE & STATE GRANT REVENUE**

<b>Local Funds Expended (Principal &amp; Interest)</b>	<b>2007 - 2018</b>	<b>\$ 20,272,946</b>
<b>State Funds Received (Grant Funding)</b>	<b>2007 - 2018</b>	<b>\$ 5,708,379</b>

**CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS**

**FISCAL YEARS 2006/2007 THROUGH 2017/2018**

**STADIUM IMPROVEMENT DEBT SERIES FUND**

**AS OF 8/23/2018**

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
<b>Principal Payments</b>					
<b>2006.794506.575.71.0001 - Principal Pymts</b>					
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$645,000.00	-	\$645,000.00
10/01/2008	GJ	LOAN PMT-COMMERCE BNK 10/1/08	\$250,000.00	-	\$250,000.00
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$755,000.00	-	\$755,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$785,000.00	-	\$785,000.00
09/30/2010	GJ	STADIUM LOAN PAMT ACCRAUL	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	REVERSE OF 26731	-	\$785,000.00	\$(785,000.00)
10/01/2010	GJ	REVERSE OF 26731	-	\$568,227.51	\$(568,227.51)
10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$785,000.00	-	\$785,000.00
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT	\$568,227.51	-	\$568,227.51
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$815,000.00	-	\$815,000.00
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$850,000.00	-	\$850,000.00
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$880,000.00	-	\$880,000.00
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL	-	\$880,000.00	\$(880,000.00)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$880,000.00	-	\$880,000.00
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$915,000.00	-	\$915,000.00
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674	-	\$915,000.00	\$(915,000.00)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$915,000.00	-	\$915,000.00
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$560,000.00	-	\$560,000.00
09/30/2015	GJ	STADIUM DEBT ACCRUAL FY 2015	\$425,000.00	-	\$425,000.00
10/01/2015	GJ	REVERSE STADIUM ACCRUAL (JE 45311)	-	\$425,000.00	\$(425,000.00)
10/01/2015	GJ	RCD STADIUM DEBT PMT	\$425,000.00	-	\$425,000.00
09/30/2016	GJ	STADIUM DEBT ACCRUAL FY 2016	\$1,000,000.00	-	\$1,000,000.00
10/03/2016	GJ	REVERSE STADIUM ACCRUAL (JE 48926)	-	\$1,000,000.00	\$(1,000,000.00)
10/03/2016	GJ	RCD STADIUM DEBT PMT - 10/3/16	\$1,000,000.00	-	\$1,000,000.00
09/30/2017	GJ	STADIUM DEBT ACCRUAL FY 2017	\$1,025,000.00	-	\$1,025,000.00
		<b>TOTAL 2006.794506.575.71.0001</b>	<b>\$14,046,455.02</b>	<b>\$5,141,455.02</b>	<b>\$8,905,000.00</b>

**Interest Payments**

**2006.794506.575.72.0001 - Interest Pymts**

09/30/2007	GJ	TO ACCRUE INTEREST ON DEBT - 9/30/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	LOAN PMT-COMMERCE BNK-10/01/07	\$754,874.52	-	\$754,874.52
10/01/2007	GJ	REVERSE OF 17148	-	\$754,874.52	\$(754,874.52)
04/01/2008	GJ	COMMERCE BANK INTEREST PMT	\$588,327.51	-	\$588,327.51
09/30/2008	GJ	TO ACCRUE INT ON DEBT 9/30/08	\$588,327.51	-	\$588,327.51
04/01/2009	GJ	INTEREST PMT - STADIUM	\$583,327.51	-	\$583,327.51
09/30/2009	GJ	TO ACCRUE INT ON DEBT 9/30/09	\$583,327.51	-	\$583,327.51
10/01/2009	GJ	REVERSE 23153-DEBT INT ACC	-	\$583,327.51	\$(583,327.51)
10/01/2009	GJ	LOAN PAYMENT-STADIUM-10/1/09	\$583,327.51	-	\$583,327.51
04/01/2010	GJ	INTEREST PMT - STADIUM BOND	\$568,227.51	-	\$568,227.51
09/30/2010	GJ	CORR POSTIN 26731 (S/B INT)	\$568,227.51	-	\$568,227.51

10/01/2010	GJ	LOCAN PAYMENT-STADIUM-10/1/10	\$568,227.51	-	\$568,227.51
04/01/2011	GJ	INTEREST PMT - STADIUM	\$553,312.51	-	\$553,312.51
07/05/2011	GJ	CORR JE 26731-R TO CORR ACCT	=	\$568,227.51	\$(568,227.51)
09/30/2011	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$553,312.51	-	\$553,312.51
03/30/2012	GJ	INTEREST PMT - STADIUM	\$537,012.51	-	\$537,012.51
09/30/2012	GJ	ACCRUE STADIUM DEBT PMT DUE 10/1	\$537,012.51	-	\$537,012.51
04/01/2013	GJ	STADIUM DEBT PMT - 4/1/13	\$520,862.51	-	\$520,862.51
09/30/2013	GJ	ACCRUE STADIUM DEPT DUE 10/1	\$520,862.51	-	\$520,862.51
10/01/2013	GJ	REVERSE STADIUM DEBT ACCRUAL	-	\$520,862.51	\$(520,862.51)
10/01/2013	GJ	RCD STADIUM DEBT PMT - 10/1/13	\$520,862.51	-	\$520,862.51
04/01/2014	GJ	DEBT PMT-STADIUM 4/1/14	\$503,262.51	-	\$503,262.51
09/30/2014	GJ	ACCRUE STADIUM DEBT DUE 10/1	\$503,262.51	-	\$503,262.51
10/01/2014	GJ	RVS STAD DEBT ACCRUAL-JE 41674	-	\$503,262.51	\$(503,262.51)
10/01/2014	GJ	RCD STADIUM DEBT PMT	\$503,262.51	-	\$503,262.51
04/01/2015	GJ	DEBT PMT-STADIUM-4/1/15	\$480,387.51	-	\$480,387.51
05/06/2015	GJ	REFUNDING/ISSUANCE-STADIUM DEBT	\$80,064.58	-	\$80,064.58
09/30/2015	GJ	STADIUM DEBT ACCRUAL FY 2015	\$336,563.63	-	\$336,563.63
10/01/2015	GJ	REVERSE STADIUM ACCRUAL (JE 45311)	-	\$336,563.63	\$(336,563.63)
10/01/2015	GJ	RCD STADIUM DEBT PMT	\$336,563.63	-	\$336,563.63
04/01/2016	GJ	STADIUM DEBT PMT - 4/1/16	\$413,553.14	-	\$413,553.14
09/30/2016	GJ	STADIUM DEBT ACCRUAL FY 2016	\$413,553.14	-	\$413,553.14
10/03/2016	GJ	REVERSE STADIUM ACCRUAL (JE 48926)	-	\$413,553.14	\$(413,553.14)
10/03/2016	GJ	RCD STADIUM DEBT PMT - 10/3/16	\$413,553.14	-	\$413,553.14
03/31/2017	GJ	STADIUM LOAN PMT - 3/31/17	\$398,553.14	-	\$398,553.14
09/30/2017	GJ	STADIUM DEBT ACCRUAL FY 2017	\$398,553.14	-	\$398,553.14
04/02/2018	GJ	STADIUM LOAN PMT - 4/2/18	\$383,178.14	-	\$383,178.14
<b>TOTAL 2006.794506.575.72.0001</b>			<b>\$15,048,617.41</b>	<b>\$3,680,671.33</b>	<b>\$11,367,946.08</b>
<b>TOTAL DEBT SERVICE</b>			<b>\$29,095,072.43</b>	<b>\$8,822,126.35</b>	<b>\$20,272,946.08</b>



**CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS**  
**FISCAL YEARS 2006/2007 THROUGH 2017/2018**  
**STADIUM IMPROVEMENT CAPITAL FUND**  
**AS OF 8/23/2018**

<u>DATE</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>AMT DR</u>	<u>AMT CR</u>	<u>BALANCE</u>
<b>Grant Funding</b>					
<b>3006.794506.581.91.2006 - Interfund Trf-Stadium Imp Debt Srv</b>					
03/31/2007	GJ	CORR TRF OF GRANT MONIES	\$41,667.00	-	\$41,667.00
04/30/2007	GJ	TRF APR GRANT MONIES TO DEBT	\$41,667.00	-	\$41,667.00
05/31/2007	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2007	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
07/31/2007	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
08/31/2007	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2007	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
10/31/2007	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2007	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2007	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
01/31/2008	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
02/29/2008	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2008	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2008	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00
05/31/2008	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
06/30/2008	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2008	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2008	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2008	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
12/23/2008	GJ	TRF DEBT REQ-STADIUM-OCT/NOV	\$41,667.00	-	\$41,667.00
01/02/2009	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/02/2009	GJ	TRF DEBT REQ-STADIUM-JAN 09	\$41,667.00	-	\$41,667.00
03/01/2009	GJ	TRF DEBT REQ-STADIUM-FEB 09	\$41,667.00	-	\$41,667.00
04/13/2009	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2009	GJ	TRF DEBT REQ-STADIUM APRIL	\$41,667.00	-	\$41,667.00
05/31/2009	GJ	TRF DEBT REQ-STADIUM-MAY 09	\$41,667.00	-	\$41,667.00
07/01/2009	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2009	GJ	TRF DEBT REQ-STADIUM-JULY09	\$41,667.00	-	\$41,667.00
09/01/2009	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2009	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2009	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2009	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2010	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/28/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
03/15/2010	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/12/2010	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2010	GJ	TRF DEBT REQ-STADIUM-APR	\$41,667.00	-	\$41,667.00

06/01/2010	GJ	TRF DEBT REQ-STADIUM/MAY	\$41,667.00	-	\$41,667.00
07/01/2010	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2010	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/01/2010	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2010	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2010	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2010	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2011	GJ	TRF DEBT REQ-STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/01/2011	GJ	TRF DEBT REQ-STADIUM-JAN 11	\$41,667.00	-	\$41,667.00
03/01/2011	GJ	TRF DEBT REQ-STADIUM-FEB 11	\$41,667.00	-	\$41,667.00
04/01/2011	GJ	TRF DEBT REQ STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/01/2011	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2011	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2011	GJ	TRF DEBT REQ - STADIUM - JUNE	\$41,667.00	-	\$41,667.00
08/12/2011	GJ	TRF DEBT REQ-STADIUM-JULY 11	\$41,667.00	-	\$41,667.00
09/01/2011	GJ	TRF DEBT REQ-STADIUM-AUGUST	\$41,667.00	-	\$41,667.00
09/30/2011	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2011	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2011	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2012	GJ	TRF DEBT REQ-STADIUM-DEC 11	\$41,667.00	-	\$41,667.00
02/01/2012	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2012	GJ	TRF DEBT REQ STADIUM-FEB 2012	\$41,667.00	-	\$41,667.00
04/01/2012	GJ	TRF DEBT REQ-STADIUM - MARCH 20	\$41,667.00	-	\$41,667.00
05/01/2012	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/01/2012	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/01/2012	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/01/2012	GJ	TRF DEBT REQ-STADIUM-JULY	\$41,667.00	-	\$41,667.00
09/17/2012	GJ	TRF DEBT REQ-STADIUM-AUG	\$41,667.00	-	\$41,667.00
09/30/2012	GJ	TRF DEBT REQ-STADIUM-SEPT 2012	\$41,667.00	-	\$41,667.00
10/31/2012	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2012	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/02/2013	GJ	TRF DEBT REQ - STADIUM - DEC	\$41,667.00	-	\$41,667.00
02/15/2013	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/11/2013	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2013	GJ	TRF DEBT REQ-STADIUM-MARCH 201	\$41,667.00	-	\$41,667.00
05/01/2013	GJ	TRF DEBT REQ-STADIUM-APRIL	\$41,667.00	-	\$41,667.00
06/30/2013	GJ	TRF DEBT REQ-STADIUM-MAY 13	\$41,667.00	-	\$41,667.00
07/01/2013	GJ	TRF DEBT REQ-STADIUM-JUNE	\$41,667.00	-	\$41,667.00
08/21/2013	GJ	TRF DEBT REQ-STADIUM-JULY 13	\$41,667.00	-	\$41,667.00
09/01/2013	GJ	TRF DEBT REQ-STADIUM-AUG 13	\$41,667.00	-	\$41,667.00
09/30/2013	GJ	TRF DEBT REQ- STADIUM-SEPT 13	\$41,667.00	-	\$41,667.00
11/01/2013	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2013	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/01/2014	GJ	TRF DEBT REQ-SATDIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2014	GJ	TRF DEBT REQ-STADIUM-JAN 14	\$41,667.00	-	\$41,667.00
03/01/2014	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2014	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
04/30/2014	GJ	TRF DEBT REQ-STADIUM-APR 14	\$41,667.00	-	\$41,667.00
06/01/2014	GJ	TRF DEBT REQ-STADIUM-MAY 14	\$41,667.00	-	\$41,667.00

07/01/2014	GJ	TRF DEBT REQ-STADIUM-JUNE 14	\$41,667.00	-	\$41,667.00
08/01/2014	GJ	TRF DEBT REQ-STADIUM-JULY 14	\$41,667.00	-	\$41,667.00
09/01/2014	GJ	TRF DEBT REQ-STADIUM -AUG 14	\$41,667.00	-	\$41,667.00
09/30/2014	GJ	TRF DEBT REQ-STADIUM-SEPT 14	\$41,667.00	-	\$41,667.00
11/01/2014	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
11/30/2014	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
12/31/2014	GJ	TRF DEBT REQ-STADIUM-DEC	\$41,667.00	-	\$41,667.00
02/01/2015	GJ	TRF DEBT REQ-STADIUM-JAN	\$41,667.00	-	\$41,667.00
03/01/2015	GJ	TRF DEBT REQ-STADIUM-FEB	\$41,667.00	-	\$41,667.00
04/01/2015	GJ	TRF DEBT REQ-STADIUM-MARCH 15	\$41,667.00	-	\$41,667.00
05/06/2015	GJ	TRF DEBT REQ-STADIUM-APRIL 15	\$41,667.00	-	\$41,667.00
06/01/2015	GJ	TRF DEBT REQ-STADIUM-MAY	\$41,667.00	-	\$41,667.00
07/29/2015	GJ	TRF DEBT REQ-STADIUM-JUNE 15	\$41,667.00	-	\$41,667.00
08/01/2015	GJ	TRF DEBT REQ-STADIUM-JULY 2015	\$41,667.00	-	\$41,667.00
09/22/2015	GJ	TRF DEBT REQ-STADIUM-AUG 15	\$41,667.00	-	\$41,667.00
09/30/2015	GJ	TRF DEBT REQ-STADIUM-SEPT 15	\$41,667.00	-	\$41,667.00
11/01/2015	GJ	TRF DEBT REQ-STADIUM-OCT 15	\$41,667.00	-	\$41,667.00
12/01/2015	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/04/2016	GJ	TRF DEBT REQ STADIUM - DEC 15	\$41,667.00	-	\$41,667.00
02/01/2016	GJ	TRF DEBT REQ-STADIUM-JAN16	\$41,667.00	-	\$41,667.00
03/01/2016	GJ	TRF DEBT REQ-STADIUM-FEB 16	\$41,667.00	-	\$41,667.00
04/01/2016	GJ	TRF DEBT REQ-STADIUM-MARCH 16	\$41,667.00	-	\$41,667.00
05/01/2016	GJ	TRF DEBT REQ-STADIUM-APRIL 16	\$41,667.00	-	\$41,667.00
06/01/2016	GJ	TRF DEBT REQ-STADIUM/MAY 16	\$41,667.00	-	\$41,667.00
07/25/2016	GJ	TRF DEBT REQ-STADIUM-JUNE 16	\$41,667.00	-	\$41,667.00
08/01/2016	GJ	TRF DEBT REQ-STADIUM-JULY 16	\$41,667.00	-	\$41,667.00
09/20/2016	GJ	TRF DEBT REQ-STADIUM-AUG 16	\$41,667.00	-	\$41,667.00
09/30/2016	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/30/2016	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2016	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/03/2017	GJ	TRF DEBT REQ-STADIUM-DEC 16	\$41,667.00	-	\$41,667.00
02/01/2017	GJ	TRF DEBT REQ-STADIUM-JAN 17	\$41,667.00	-	\$41,667.00
03/01/2017	GJ	TRF DEBT REQ-STADIUM-FEB 17	\$41,667.00	-	\$41,667.00
04/01/2017	GJ	TRF DEBT REQ-STADIUM-MARCH 17	\$41,667.00	-	\$41,667.00
05/01/2017	GJ	TRF DEBT REQ-STADIUM-APR 17	\$41,667.00	-	\$41,667.00
06/01/2017	GJ	TRF DEBT REQ-STADIUM-MAY 17	\$41,667.00	-	\$41,667.00
06/30/2017	GJ	TRF DEBT REQ-STADIUM-JUNE 17	\$41,667.00	-	\$41,667.00
08/01/2017	GJ	TRF DEBT REQ-STADIUM-JULY 17	\$41,667.00	-	\$41,667.00
09/18/2017	GJ	TRF DEBT REQ - STADIUM - AUG 17	\$41,667.00	-	\$41,667.00
09/30/2017	GJ	TRF DEBT REQ-STADIUM-SEPT	\$41,667.00	-	\$41,667.00
11/01/2017	GJ	TRF DEBT REQ-STADIUM-OCT	\$41,667.00	-	\$41,667.00
12/01/2017	GJ	TRF DEBT REQ-STADIUM-NOV	\$41,667.00	-	\$41,667.00
01/18/2018	GJ	TRF DEBT REQ-STADIUM-DEC 17	\$41,667.00	-	\$41,667.00
02/01/2018	GJ	TRF DEBT REQ-STADIUM - JAN 18	\$41,667.00	-	\$41,667.00
03/01/2018	GJ	TRF DEBT REQ-STADIUM-FEB 18	\$41,667.00	-	\$41,667.00
04/01/2018	GJ	TRF DEBT REQ-STADIUM-MARCH	\$41,667.00	-	\$41,667.00
05/15/2018	GJ	TRF DEBT REQ-STADIUM-APR 18	\$41,667.00	-	\$41,667.00
06/01/2018	GJ	TRF DEBT REQ-STADIUM-MAY 18	\$41,667.00	-	\$41,667.00
07/01/2018	GJ	TRF DEBT REQ-STADIUM-JUNE 18	\$41,667.00	-	\$41,667.00

08/01/2018	GJ	TRF DEBT REQ-STADIUM-JULY 18	\$41,667.00	-	\$41,667.00
		<b>TOTAL GRAND FUNDING:</b>	<b>\$5,708,379.00</b>	<b>-</b>	<b>\$5,708,379.00</b>

2) COPY OF THE CONTRACT BETWEEN THE TAMPA BAY  
RAYS AND CHARLOTTE COUNTY

CONTRACT NAMES CHARLOTTE SPORTS PARK  
AGREEMENT

AGR 2006-053

### Charlotte Sports Park Agreement

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

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

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

1. Terms of Use

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

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

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

2. Project Description

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

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

IMAGED  
8/10-18-06  
AP

EXHIBIT "A"

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

3. **Project Capital Funding**

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

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

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

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

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

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

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

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

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



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

4. Project Design and Construction

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

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

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

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

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

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

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

5. Rays Rights-of-Use to Project

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

- (a) Each day from February 10<sup>th</sup> through April 3<sup>rd</sup> of each calendar year ("Spring Training"): The Rays shall have primary use of the stadium, new clubhouses, administrative office space dedicated to the Rays' use, team store, practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During this time, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;
- (b) Each day from April 4<sup>th</sup> through July 1<sup>st</sup> ("Extended Spring Training"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other associated training facilities (batting cages, gang mounds, etc.). During these times, these facilities may be made available to parties other than the Rays, but only with the express written consent of the Rays;
- (c) Before 2pm each day from September 1<sup>st</sup> through October 31<sup>st</sup> of each calendar year ("Instructional League"): The Rays shall have primary use of the new clubhouses, team store, administrative office space dedicated to the Rays' use, the one (1) full-size, grass major league practice field, two (2) minor league practice fields, and other

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

- (d) At all other times, the Rays shall maintain sole use of the major league clubhouse, administrative office space dedicated to the Rays' use, team store, and the one (1) full-size, grass major league practice field. In addition, the Rays shall retain the right to restrict access to associated training facilities (batting cages, gang mounds, etc.), one (1) minor league practice field, and the minor league clubhouse if they are reasonably required for the Rays' use and upon three (3) weeks notice to the County. County and the Rays agree that a change in the timeline for "extended spring training" and/or the need for the Rays to locate a rookie league team at the Project site constitute a reasonable basis for such access restrictions;
- (e) The Rays and the County shall also make the Project facilities available for up to one week each year, the date to be mutually agreed upon by the parties, for a Devil Rays Fantasy Camp;
- (f) The Rays may use the facility for clinics, camps, and promotional or marketing events throughout the year, provided that three (3) weeks notice is provided to County and such use does not interfere with County's rights of use as described in Item 6 below.

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

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

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

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

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

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

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

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

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

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

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

7. **Rays Rights to Project Revenues**

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

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

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

8. **County Rights to Project Revenues**

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

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

9. Maintenance and Capital Repair

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

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

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

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

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

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

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

10. Community Benefits

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

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



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

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

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

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

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

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

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

11. Utilities

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

12. Public Services

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

13. Day of Game Operations

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

14. Rays Parking

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

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

15. **Rays Right to Make Interior Improvements**  
The Rays shall have the right, from time to time and at its expense, to make all such improvements to, and decorate the interior of the property covered hereunder, as shall be reasonably necessary or appropriate, in the Rays' judgment, for the conduct thereon of its business. Prior to the commencement of any such major alteration, improvement, or decoration, the Rays shall submit said plans and specifications to the County Parks Director or designee for review and approval. If within thirty (30) days after such plans and specifications have been submitted and delivered by the Rays to the County Parks Director or designee for such approval, and the County Parks Director or designee shall not have given the Rays notice of disapproval thereof, stating the reason for such disapproval, then the plans and specifications shall be considered approved by the County for the purposes of this agreement. Such approval, however, will not relieve the Rays of the obligation to seek all other public approvals required under the laws of Charlotte County and/or the State of Florida.
16. **Zoning and Land Use Approvals**  
The County will provide or secure all zoning, subdivision, land use, curb cut, construction, and all other necessary governmental or quasi-governmental approvals, licenses, and permits necessary to construct and operate the Project.
17. **Environmental Remediation**  
County will by June 1, 2007, remediate any environmental, geodetic, or other site conditions that would adversely impact the cost or speed with which the Project can be completed. The Rays shall not be liable for any pre-existing environmental conditions of the Project site. Any costs of environmental remediation will be paid out of the Project Budget, provided that if such remediation costs exceed \$1,000,000 then the parties may terminate the Project without penalty.
18. **Insurance, Liabilities, and Indemnities**
  - (a) The Rays agree to and will at all times defend, indemnify, save, and hold harmless the County from any and all damages, liabilities, claims, demands, expenses, and costs arising out of, or in connection with, any use of the Project facilities by the Rays, its agents, officers, servants or employees, resulting from or any manner arising out of this Agreement with the County, excepting only liability resulting solely from negligence of the County, its agents, invitees, or employees. Subject to the above exception, the Rays shall, upon

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

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

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

19. **Disaster Preparations**

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

20. Taxes

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

21. Rights of Assignment

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

22. Subordination to MLB Documents

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

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

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

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

23. Media Rights

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

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

**24. Force Majeure**

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

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

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

**25. Settlement of Disputes Arising Under the Agreement**

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

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

26. **Entire Agreement**

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

27. **Severability**

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

28. **Rights of Renewal**

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

29. **Notice**

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

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

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

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

30. **Contact Persons**

The parties agree to designate one or more employees to whom all communications pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

31. **Authority to Execute**

County and Rays both warrant to the other that they, and the persons executing this Agreement on behalf of each of them, have the right, power and authority to execute this Agreement.

32. **Effective Date**

This Agreement shall become effective upon the filing thereof in the public records of the Clerk of the Circuit Court of Charlotte County, Florida.



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

TAMPA BAY DEVIL RAYS, LTD.

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

STATE OF FLORIDA  
COUNTY OF DUNEDIN

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

John P. Higgins  
NOTARY PUBLIC

My commission expires John P. Higgins  
Commission # DD267358  
Expires October 30, 2008  
Notary Public - State of Florida, No. 0019667518

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

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

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

By: Barbara T. Scott  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: Janette S. Knowlton  
Janette S. Knowlton  
County Attorney 06-444 DL

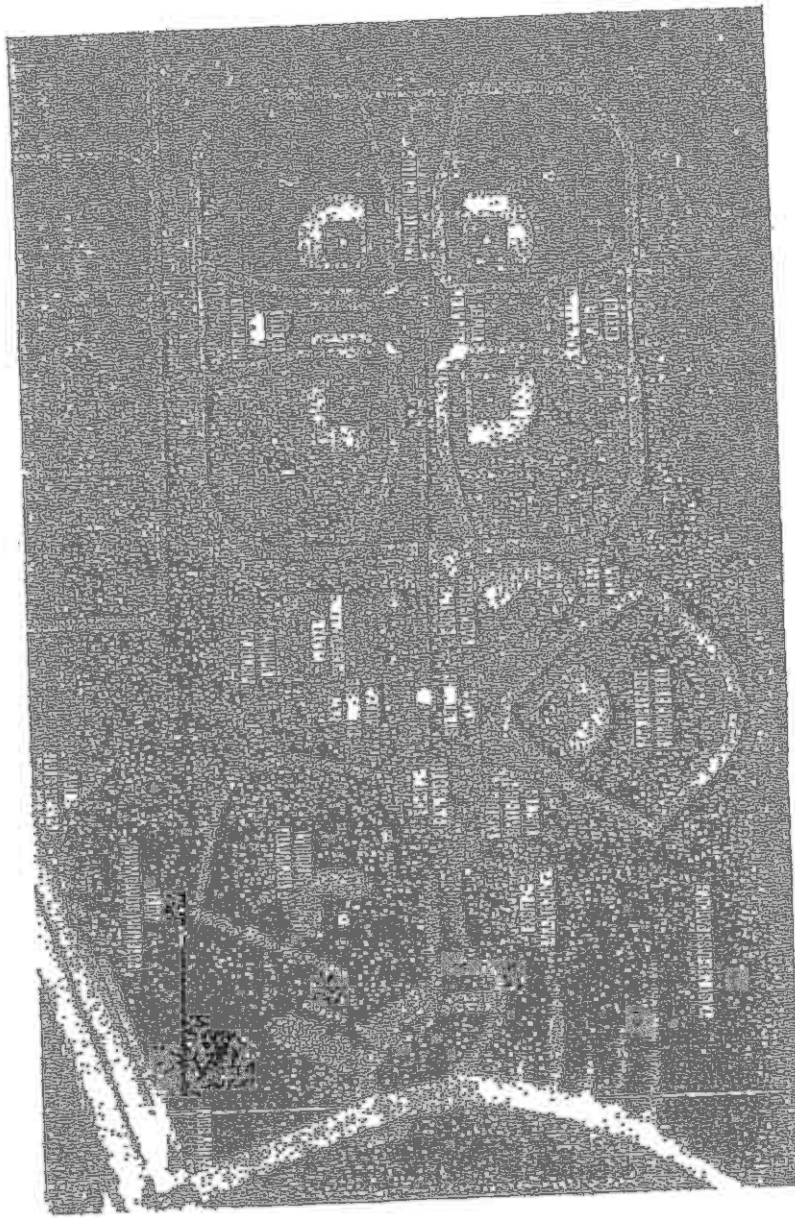
## SCHEDULE 1: PROJECT CAPITAL FUNDING SOURCES

	State of Florida	Charlotte County funds (4th cent - one time)	Okaloosa County funds (4th cent transfer tax)	Charlotte County funds (5th cent transfer tax)	Tampa Bay Area Rays (payments)
2007	\$ 300,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ -
2008	\$ 300,000	\$ -	\$ 463,500	\$ 463,500	\$ -
2009	\$ 500,000	\$ -	\$ 352,405	\$ 477,405	\$ 595,190
2010	\$ 300,000	\$ -	\$ 366,727	\$ 491,727	\$ 566,546
2011	\$ 300,000	\$ -	\$ 381,479	\$ 506,479	\$ 537,042
2012	\$ 300,000	\$ -	\$ 396,673	\$ 521,673	\$ 506,653
2013	\$ 300,000	\$ -	\$ 412,324	\$ 537,324	\$ 475,353
2014	\$ 300,000	\$ -	\$ 428,443	\$ 553,443	\$ 443,114
2015	\$ 300,000	\$ -	\$ 445,047	\$ 570,047	\$ 409,907
2016	\$ 500,000	\$ -	\$ 462,148	\$ 587,148	\$ 375,704
2017	\$ 500,000	\$ -	\$ 479,762	\$ 604,762	\$ 340,475
2018	\$ 500,000	\$ -	\$ 497,905	\$ 622,905	\$ 304,190
2019	\$ 500,000	\$ -	\$ 516,592	\$ 641,592	\$ 266,815
2020	\$ 300,000	\$ -	\$ 535,840	\$ 660,840	\$ 228,320
2021	\$ 500,000	\$ -	\$ 555,665	\$ 680,665	\$ 188,669
2022	\$ 500,000	\$ -	\$ 576,085	\$ 701,085	\$ 147,829
2023	\$ 500,000	\$ -	\$ 597,118	\$ 722,118	\$ 105,764
2024	\$ 500,000	\$ -	\$ 618,791	\$ 743,781	\$ 100,000
2025	\$ 500,000	\$ -	\$ 641,095	\$ 766,095	\$ 100,000
2026	\$ 500,000	\$ -	\$ 664,078	\$ 789,078	\$ 100,000
2027	\$ 500,000	\$ -	\$ 687,750	\$ 812,750	\$ 100,000
2028	\$ 300,000	\$ -	\$ 712,133	\$ 837,133	\$ 100,000
2029	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2030	\$ 100,000	\$ -	\$ -	\$ -	\$ -
2031	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2032	\$ 300,000	\$ -	\$ -	\$ -	\$ -
2033	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2034	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2035	\$ 500,000	\$ -	\$ -	\$ -	\$ -
2036	\$ 500,000	\$ -	\$ -	\$ -	\$ -

## SCHEDULE 2: PROJECT MAINTENANCE AND OPERATIONS FUNDING SOURCES

	Charlotte County funds (Existing 622D Budget)	Charlotte County funds (4th construction lot)	Number (rights County shares)	Other event revenue	Teague Boy Devil Boys (Revenues)	TOTAL
2009	\$ 387,043	\$ 125,000	\$ 75,000	\$ 220,000	\$ 116,550	\$ 923,593
2010	\$ 398,654	\$ 125,000	\$ 77,250	\$ 226,600	\$ 120,047	\$ 947,551
2011	\$ 410,614	\$ 125,000	\$ 79,568	\$ 233,398	\$ 123,648	\$ 972,227
2012	\$ 422,932	\$ 125,000	\$ 81,955	\$ 240,400	\$ 127,357	\$ 997,644
2013	\$ 435,620	\$ 125,000	\$ 84,413	\$ 247,612	\$ 131,178	\$ 1,023,823
2014	\$ 448,689	\$ 125,000	\$ 86,946	\$ 255,040	\$ 135,113	\$ 1,050,788
2015	\$ 462,150	\$ 125,000	\$ 89,554	\$ 262,692	\$ 139,167	\$ 1,078,562
2016	\$ 476,014	\$ 125,000	\$ 92,241	\$ 270,572	\$ 143,342	\$ 1,107,169
2017	\$ 490,294	\$ 125,000	\$ 95,008	\$ 278,689	\$ 147,642	\$ 1,136,634
2018	\$ 505,003	\$ 125,000	\$ 97,858	\$ 287,050	\$ 152,071	\$ 1,166,983
2019	\$ 520,153	\$ 125,000	\$ 100,794	\$ 295,662	\$ 156,633	\$ 1,198,242
2020	\$ 535,758	\$ 125,000	\$ 103,818	\$ 304,531	\$ 161,332	\$ 1,230,439
2021	\$ 551,831	\$ 125,000	\$ 106,932	\$ 313,667	\$ 166,172	\$ 1,263,603
2022	\$ 568,386	\$ 125,000	\$ 110,140	\$ 323,077	\$ 171,158	\$ 1,297,761
2023	\$ 585,437	\$ 125,000	\$ 113,444	\$ 332,770	\$ 176,292	\$ 1,332,944
2024	\$ 603,000	\$ 125,000	\$ 116,848	\$ 342,753	\$ 181,581	\$ 1,369,182
2025	\$ 621,090	\$ 125,000	\$ 120,353	\$ 353,035	\$ 187,029	\$ 1,406,507
2026	\$ 639,723	\$ 125,000	\$ 123,964	\$ 363,626	\$ 192,639	\$ 1,444,953
2027	\$ 658,915	\$ 125,000	\$ 127,682	\$ 374,535	\$ 198,419	\$ 1,484,551
2028	\$ 678,682	\$ 125,000	\$ 131,513	\$ 385,771	\$ 204,371	\$ 1,525,338
2029*	\$ 699,043	\$ 125,000	\$ 135,458	\$ 397,344	\$ 210,502	\$ 1,567,348
2030*	\$ 720,014	\$ 125,000	\$ 139,522	\$ 409,265	\$ 216,817	\$ 1,610,618
2031*	\$ 741,614	\$ 125,000	\$ 143,708	\$ 421,543	\$ 223,322	\$ 1,655,187
2032*	\$ 763,863	\$ 125,000	\$ 148,019	\$ 434,189	\$ 230,022	\$ 1,701,092
2033*	\$ 786,779	\$ 125,000	\$ 152,460	\$ 447,215	\$ 236,922	\$ 1,748,375

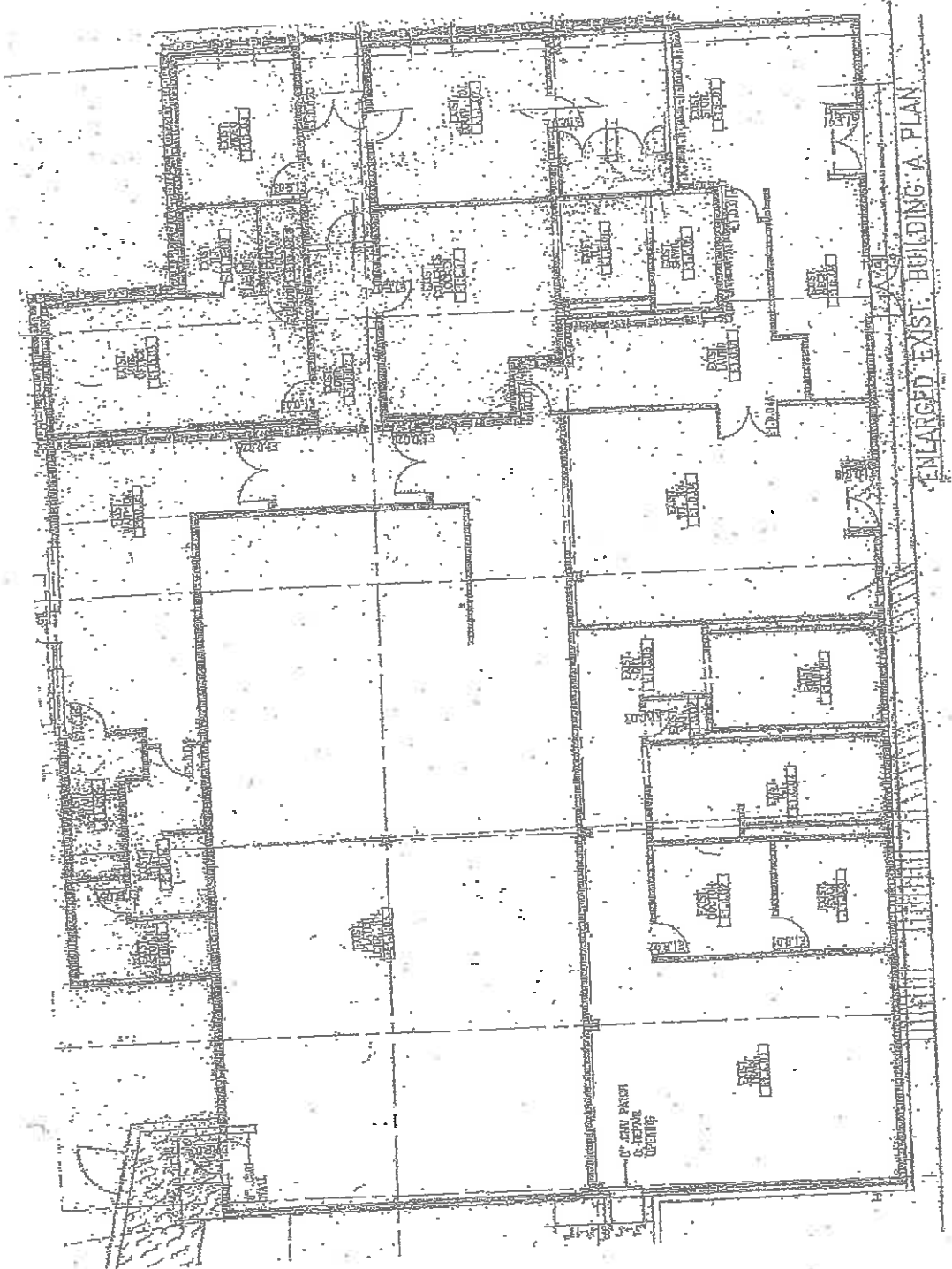
\*If applicable (i.e., rights of renewal are exercised)



PHOTOGRAPHED BY THE FBI LABORATORY

FBI

IMAGED  
10-18-06  
AP



ENLARGED EXIST. BUILDING - A PLAN

EXHIBIT "B"

**AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN  
CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 26 day of January, 2010, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY DEVIL RAYS LTD., n/k/a TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, pursuant to the terms of the Agreement, the County is responsible for maintaining the playing fields at the Sports Park but the Rays have the option of electing to maintain the playing fields during the periods of their primary use; and

WHEREAS, the Rays have requested that County permit the Rays to maintain the Sports Park Fields, as defined herein, on a year-round, full time basis; and

WHEREAS, County and Rays now desire to amend the Agreement to provide for the Rays assuming year-round, full time, responsibility for the maintenance of the Sports Park Fields at the Sports Park.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. Purpose.**

The purpose of this Amendment is to provide for the assumption of year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5½ practice fields within the Sports Park complex (hereinafter "Sports Park Fields") by the Rays beginning January 12, 2010 (the "Effective Date").

**2. SPORTS PARK FIELDS MAINTENANCE.**

Rays groundskeeping staff will provide all necessary field maintenance and support for all activities on the Sports Park Fields, including, but not limited to Rays spring training games, Gulf Coast League games, and "non-major league baseball-affiliated events" as defined in Section 6 of the Agreement as concerts, plays, sporting events and tournaments or other revenue-producing or civically-oriented events. The Rays will also assume the County's responsibility to provide field management maintenance and support for the Florida State League team as

outlined in the County's Stadium Lease Agreement with Ripken-Rays Florida Baseball LLC. County acknowledges, and Rays agree, that the Rays have a thorough understanding of the maintenance standards necessary to maintain the Sports Park Fields pursuant to the terms of this Amendment.

**3. SPORTS PARK FIELDS MAINTENANCE STAFFING PLAN.**

(a) The field maintenance staff for the Sports Park Fields shall be hired and employed by the Rays and will consist of a Head Groundskeeper, Field Maintenance Supervisor, who will report directly to the Head Groundskeeper, six full-time groundskeepers, staff equipment mechanic, and all seasonal and part-time employees who shall report to the Field Maintenance Supervisor. Additionally, the Field Maintenance Supervisor will manage any contracted service providers for field maintenance. Within thirty (30) days of the effective date of this Amendment, Rays agree to interview, and consider hiring, field maintenance staff currently employed by County for employment as Rays field maintenance staff for the Sports Park Fields.

(b) The Rays and County acknowledge the stadium playing field drainage issues which arose during the 2009 baseball season. The County agrees that the Rays are not responsible for any current or future stadium playing field structure or performance issues resulting from either the original construction of the field or from field maintenance by the County which began in January 2009 and will run through the end of the implementation of the Playing Field Action Plan noted below and attached hereto as Attachment A. After the Playing Field Action Plan has been completed Rays shall assume sole responsibility for the maintenance of the stadium playing field. In the event that the Playing Field Action Plan does not adequately resolve the underlying stadium field drainage issues, the Rays are not responsible for any future stadium playing field improvements to address those drainage concerns identified in Attachment A.

(c) To address the stadium playing field drainage concerns, the County will implement the attached Playing Field Action Plan. The County acknowledges that the Rays shall assume no costs associated with the Playing Field Action Plan, including any additional material or labor costs associated with any element of the follow-up protocol, which may be undertaken after January 12<sup>th</sup>, 2010, including on-going costs associated with acid injection. The County will provide all necessary resources to complete the implementation of the Playing Field Action Plan including the 31-60 day follow up, projected to end no later than February 5th, 2010.

(d) Any potential future field maintenance or reconstruction of any or all of the Sports Park Playing Fields that are unrelated to the stadium field drainage issues identified herein, and the costs for such field maintenance or reconstruction that are not the responsibility of the Rays under the terms of this Amendment, shall be mutually negotiated and agreed upon by Rays and County.

(e) Rays agree to abide by all applicable laws, rules, ordinances and regulations of any federal, state or local governments or agencies in the performance of any work, services or other obligations required of the Rays under the terms of this Amendment.

**4. DUTIES OF RAYS SPORTS PARK FIELDS MAINTENANCE SUPERVISOR AND STAFF.**

(a) The Field Maintenance Supervisor is a working foreman who assists the Rays Head Groundskeeper in the maintenance of the Sports Park Fields. The Field Maintenance Supervisor will meet with designated County Parks, Recreation and Cultural Resources Staff on a weekly basis to review field conditions, work plans, and discuss upcoming activities including any upcoming use of the Sports Park Fields by either County or Rays. Field Maintenance Supervisor responsibilities shall include, but are not limited to:

- Ensuring the Sports Park Fields are properly maintained to Major League Baseball, Tampa Bay Rays and County specifications
- Addressing the field preparation needs of managers, coaches, trainers and players
- Maintaining a high-level working knowledge of herbicides and pesticides
- Supervising day to day work activities of groundskeepers, including providing daily work direction and task assignment
- Addressing groundskeeper's performance issues
- Making weekly schedule for staff
- Evaluating groundskeeper's performance on an annual basis
- Acting on other duties or projects assigned by the Head Groundskeeper or front office personnel.

(b) The Rays full-time, seasonal and part-time groundskeepers will be responsible for maintaining the Sports Park Fields according to Major League Baseball, Tampa Bay Rays and County standards. Responsibilities shall include the following:

- Applying ball field mechanics, e.g. ensuring accurate distances and measurements
- Working with different types of clay and clay conditioners
- Working with natural and artificial turf
- Working game days - pre-game preparation, raking infield during games, post-game clean up
- Building and maintaining pitching mounds and home plates
- Mowing and edging fields to ensure a safe playing field and appropriate appearance
- Maintaining common areas surrounding facilities
- Maintaining irrigation systems and performing all necessary irrigation of the Sports Park Playing Fields to Major League Baseball, Tampa Bay Rays and County standards.
- Working with herbicides and pesticides
- Safely using all equipment required for above
- Additional duties and projects as required by Head Groundskeeper or Field Maintenance Supervisor.

**5. SPORTS PARK FIELDS MAINTENANCE EQUIPMENT.**

(a) All equipment necessary to maintain the Sports Park Fields, with the exception of the equipment provided to the Rays by County pursuant to paragraph 5(b) of this Amendment, shall be provided by and paid for by the Rays.

(b) Charlotte County Parks and Recreation will provide the Rays a full list of all County owned field maintenance equipment available for the use of the Rays, ("County Field Maintenance Equipment"), attached hereto as Attachment B, noting (1) the condition of each



piece and hours logged, (2) copies of all maintenance plans and warranty materials, (3) instruction materials, (4) a recommended protocol regarding equipment servicing, and (5) the long-term replacement plan for each piece. The County will continue to maintain all warranties on the County Field Maintenance Equipment, and will be responsible for processing all warranty requests in a timely manner.

(c) The Rays shall provide and pay for regular maintenance for the County Field Maintenance Equipment; however, the County will perform annual reel grinding for all appropriate County Field Maintenance Equipment at County's expense. The Rays staff mechanic will service the County Field Maintenance Equipment on a regular and as-needed basis. The County will conduct semi-annual inspections of the County Field Maintenance Equipment. Any necessary repair or replacement of the County Field Maintenance Equipment, including emergency repairs or replacements, will be agreed-upon by both the Rays and the County. The County will maintain all appropriate insurance on the County Field Maintenance Equipment.

(d) The County will arrange for the delivery of gas and diesel fuel for the field maintenance equipment at no charge to the Rays, but the cost of the gas and diesel fuel shall be paid for by the Rays to County at the current contract price in effect under County's annual contract for gas and diesel fuel purchases.

**6. SPORTS PARK FIELDS MAINTENANCE MATERIALS AND SUPPLIES.**

(a) The Rays shall be responsible for providing and paying for all maintenance materials and supplies necessary to maintain the Sports Park Fields, including, but not limited to fertilizer, herbicides/pesticides, clay and clay conditioner, nets, protective screens, wind screens, top dressing sand, overseeding supplies, chalk, uniforms, and small tools (e.g. rakes, shovels, brooms, edgers, weed-eaters).

(b) The Rays will also provide all Field Maintenance office supplies, including janitorial supplies, office equipment, phones, computers and other such items and shall be responsible for any and all costs, billings or charges related to same. The County will provide safe and professional work space, including office, garage and storage space, for the Field Maintenance Staff in Building C within the Sports Park complex. The County will also continue to provide garbage and debris removal services for the Sports Park complex.

**7. SPORTS PARK FIELDS MAINTENANCE BUDGET.**

(a) County and Rays acknowledge that the Agreement provides for in Section 9(a) and in SCHEDULE 2-PROJECT MAINTENANCE AND OPERATIONS FUNDING SOURCES ("Schedule 2"), a schedule of annual payments for the Sports Park facility to the M&O Fund to be paid by County and Rays for maintaining and operating the Sports Park complex and grounds.

(1) The parties agree that the total cost to maintain the Sports Park Fields for the initial year of this Amendment, year 2010 is \$525,285.10 and shall grow annually at a rate of 3% ("Field Maintenance Budget"), as detailed on the schedule of payments, attached hereto as Attachment C.

(2) The County shall deduct the Rays' annual M&O payment obligation, as described in the Agreement, and then tender payment to the Rays for the remainder each year in equal quarterly installments on January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup> and October 15<sup>th</sup> during the term of this Amendment. As an example, in 2010, the Rays M&O payment obligation is \$120,047. The County shall deduct this amount from the 2010 Sports Park Fields budget of \$525,285.10 and tender payment to the Rays in the amount of \$405,238.10 in the manner noted above and on Attachment C ("County Obligation to Rays").

(3) The County and the Rays further agree that, in exchange for the payment to the Rays for field maintenance services for the Sports Park Fields noted above, the County shall be entitled to reduce its obligation to fund Maintenance and Operations at the Sports Park, noted in Section 9 and Schedule 2 of the Agreement, in an amount up to the annual County Obligation to Rays for field maintenance. In no event shall the reduction of any County funds to the total M&O budget be greater than the County Obligation to Rays for field maintenance. As noted in Attachment C, in 2010, the Remaining County M&O and Other Event Revenues Obligation will be \$422,266. All other County operating and maintenance obligations noted in the Agreement remain.

(4) As per Section 9 of the Agreement, the County and Rays agree that if, in any given year, actual County maintenance and operations costs at the Sports Park are less than the Remaining County M&O and Other Event Revenues Obligation as noted on Attachment C, the difference will be transferred into the Capital Reserve Fund. This will be reviewed annually at the end of the County fiscal year.

(b) The Rays agree to keep a field maintenance budget for all expenses related to the maintenance of the Sports Park Fields and agree to schedule an annual meeting with County to review the status of that budget. The parties agree to annually review the actual expenditures for the Sports Park Fields maintenance. This would not result in any change to the financial obligation set forth herein to either party but should be viewed as a part of due diligence regarding utilization of taxpayer funds.

**B. COUNTY'S RIGHT OF USE OF THE SPORTS PARK AND SPORTS PARK FIELDS.**

The parties agree that County shall have use of the Sports Park facility, including the Sports Park Fields, for non major league baseball-affiliated events (as that term is defined in the Agreement) and pursuant to the terms of the Agreement. The parties agree that nothing contained in this Amendment or the Agreement shall be construed as to give the Rays authority to refuse to permit County the use of the Sports Park Fields for any non major league baseball-affiliated events, and the parties agree that the County reserves the right to use the Sports Park Fields for any non major league baseball-affiliated events at County's sole discretion and approval. Prior to the scheduling of any non-major league baseball-affiliated events at the Sports Park, the County will review the scope of the event with the Rays and, if applicable, confirm (1) field availability, and (2) the appropriate field maintenance needs. Costs for any non-traditional field maintenance needs associated with non major league baseball events are the responsibility of the County-or any third party event vendor. Non-traditional

field maintenance needs include, but are not limited to field conversion activities for special events (e.g. forklift operations for concert stage set up) and repairs to damages to the playing field that result from such use. The County bears general responsibility for any damages to the playing field caused by non-major league baseball events. All conditions regarding non-major league baseball-affiliated events as noted in Section 6 of the Agreement, including the provision that County shall be responsible for all liabilities arising from County's use of the Sports Park Fields for non major league baseball-affiliated events still apply.

**9. STADIUM LEASE AGREEMENT - RIPKEN-RAYS FLORIDA BASEBALL LLC.**

County and Rays acknowledge that the STADIUM LEASE AGREEMENT between RIPKEN-RAYS FLORIDA BASEBALL LLC (hereinafter referred to as "Ripken") and County, entered into on or about February 10, 2009, provides that the County shall maintain the Sports Park Fields. By signature of Ripken's authorized representative on this Amendment, Ripken hereby consents and agrees to the terms and conditions of this Amendment which provide that the Rays shall be solely responsible for the year-round maintenance of the Sports Park Fields.

**10. TERM/TERMINATION.**

The term of this Amendment shall begin on the Effective Date and shall terminate simultaneously with the termination of the Agreement; provided, however, that either County or Rays may terminate this Amendment, with or without cause, at any time upon providing nine (9) months written notice of termination to the non-terminating party. In the event this Amendment is terminated by either party, the responsibility for maintaining the Sports Park Fields will revert back to the County on the same terms that are enumerated in the Agreement and all other provisions of the Agreement shall remain in effect.

**11. INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment, including all exhibits and attachments hereto, is specifically incorporated into and made a substantive part of the Agreement.

**12. SEVERABILITY.**

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

**13. CONFLICT WITH AGREEMENT.**

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

**14. ENTIRE AGREEMENT.** This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

15. **MODIFICATION.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

16. **ASSIGNMENT.** This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by either party without the prior written consent of the other party.

17. **INDEMNIFICATION.** Rays shall indemnify, hold harmless and, at County's option, defend County, and its officers and employees, from all suits and actions at law, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Rays and persons employed or utilized by Rays in the performance of any work or services under this Amendment.

18. **AUTHORITY TO EXECUTE.**

County, Rays and Ripken warrant to the other parties that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

19. **EFFECTIVE DATE.**

If fully executed by County, Rays, and Ripken, this Amendment shall take effect on January 12, 2010.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
SVP, Development & Business Affairs (title)

STATE OF FLORIDA  
COUNTY OF PIWELLAS

Sworn to and subscribed before me this 2<sup>ND</sup> day of OCTOBER, 2009<sup>10</sup>  
by MICHAEL KALT, the SVP Dev. & Bvs. Aff. (title) of Tampa Bay Rays Baseball, Ltd., who is personally known to me or who has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC

My commission expires



RIPKEN-RAYS FLORIDA BASEBALL LLC

By: [Signature]  
Authorized Person, (title)

STATE OF Maryland  
COUNTY OF Harford

Sworn to and subscribed before me this 14 day of January, 2009/2010  
by C. Flannery, the Authorized Person (title) of Ripken-Rays Florida Baseball,  
LLC., who is personally known to me or who has produced Drivers License as  
identification.

[Signature]  
NOTARY PUBLIC

My commission expires: 10/31/12

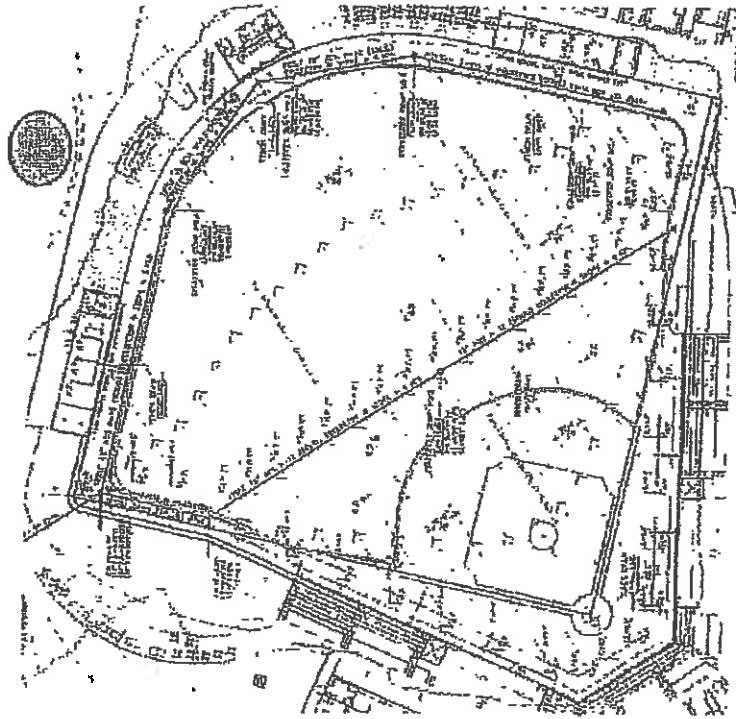
BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA  
By: [Signature]  
Robert J. Starr, Chairman  
Date: 1/26/10

Attest:  
Barbara T. Scott, Clerk of Circuit  
Court and Ex-Officio Clerk to the  
Board of County Commissioners  
By: [Signature]  
Deputy Clerk  
Apr 2006-053

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
By: [Signature]  
Janette S. Knowlton, County Attorney  
DB 09-572

Attachment A  
Playing Field Action Plan

## Summary Approach



### Approach

1. Irrigation Enhancement to improve water quality
2. Deep Drill Aeration Program - Execution
3. Deep Drill Aeration Program - Follow Up
4. Amended Maintenance Program

The following approach deals with the approximate 80,000 SF outfield turf area bordered in red. It does not involve the warning track or infield area.

# Responsibility Matrix

## Approach

1. Irrigation Enhancement to improve water quality -- Populous, TerraSport, Dan Morgan collaborate and issue appropriate specification/deliverables. HMT contracts for any equipment installation required. County handles any ongoing O&M purchases/activities
2. Deep Drill Aeration Program -- Execution -- Sports Turf One
3. Deep Drill Aeration Program -- Follow Up -- Charlotte County
4. Amended Maintenance Program - Dan Morgan issues (Populous & TerraSport review/comment)



# 1

## Irrigation Enhancement to Improve Water Quality

Install Acid Injection System +  
Specify Technique to Manage Each  
Water Quality Component above  
Spec

### Water Analysis

Testing Agency	Reclaimed Water Guidelines (USGA)	Prime Tird	Prime Tird
Water Treated		Irregular Water (Mtx.)	Reclaimed Water
Date		02/28/09	02/27/09
pH	5.7 (Prime Tird)	7.73	7.93
Carbonates "CO <sub>3</sub> " (ppm)	> 15 (High)	0	0
Bicarbonates "HCO <sub>3</sub> " (ppm)	< 250	156.59	151.4
Hardness (ppm)	< 475 (Prime Tird)	322.29	325.95
Electrical Conductivity "ECW" (umhos/cm)	< 1.1	1.76	1.29
Total Dissolved Solids "TDS" (ppm)	< 350	1125.1	228.15
Sodium Absorption Ratio "SAR"	< 9.7	5.01	4.82
Adjusted Sodium Absorption Ratio "sAR"	< 11.6	8.04	7.91
Residual Sodium Carbonate "RSC"	< 1.25	3.69	2.31
Calcium "Ca" (ppm)	50 - 60 (Normal)	73.6	52.58
Magnesium "Mg" (ppm)	31 - 35 (Normal)	32.15	30.17
Calcium "Ca" (ppm)	5 - 25 (Normal)	18.87	17.49
Alkalinity "CaCO <sub>3</sub> " (ppm) - Chloride	< 20 (Prime Tird)	138.53	128.61
Chloride "Cl" (ppm)	< 100 (Prime Tird)	323.14	169.61
Sulfate "SO <sub>4</sub> " (ppm)	< 150		
Sodium "Na" (ppm)	< 100	208.2	169.89
Chloride "Cl" (ppm)	< 250		
Sulfate "SO <sub>4</sub> " (ppm)	< 15	0.28	0.25

1a. Management of pH

1b. Management of Bicarbonates  
1c. Management of Hardness

1d. Management of Electrical Conductivity  
1e. Management of Total Dissolved Salts

1f. Management of Calcium  
1g. Management of Magnesium

1h. Management of Alkalinity  
1i. Management of Chloride

1j. Management of Sodium

11/9/09



# 3

## Deep Drill Aerification Program - Follow Up

These follow up steps are to be performed by the County within the first 30 days after the Deep Drill Aerification

- A Apply additional gypsum at the rate of 25 lbs. per one thousand square feet. Counter the poor water quality & conditions the soil which will improve drainage.
- B Apply sul-po-mag fertilizer application after completion of the aerification and top dressing at a rate of 200 lbs. per acre. Aid in plant recovery from aerification.
- C Apply ammonium sulfate 21-0-0 fertilizer at 200 lbs. per acre after completion of the aerification and top dressing. Aid in recovery from aerification. Aid help neutralize bed influence in the soil.
- D Apply foliar fertilizer with micronutrients two weeks after application. Aids recovery of turf damage & restores color. May want to do this every two weeks.

These follow up steps are to be performed by the County within 30-60 after the Deep Drill Aerification

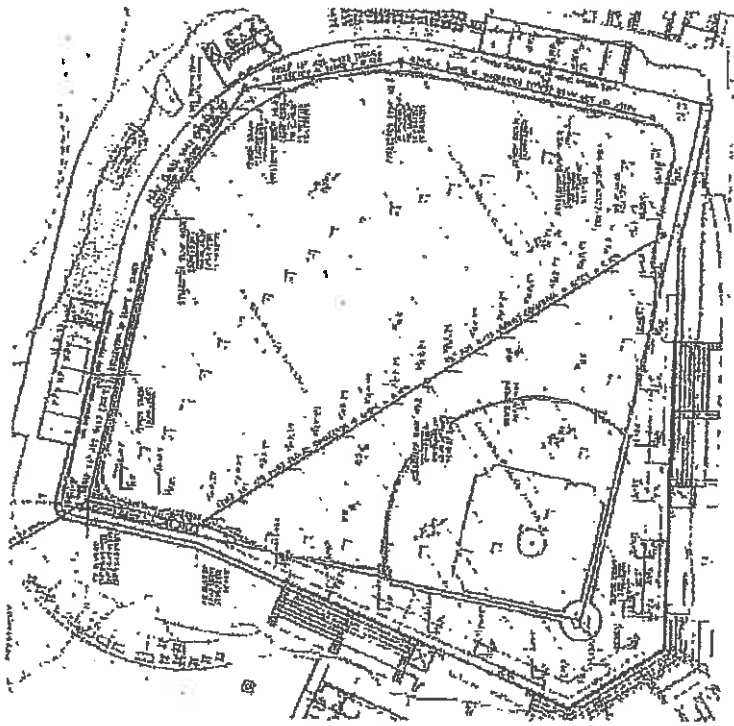
- 1. Apply ammonium sulfate 21-0-0 fertilizer at 200 lbs. per acre. Stimulate new growth.
- 2. Add in fertilizer help neutralize influence in the soil.
- 3. Deep the aerification with 5/8" solid or hollow tines to an eight inch depth in two directions. Vacuum and dispose of cores off the field. Type of tire & field procedures will have to be adjusted per field conditions at the time of aerification. Depending on the weather & field conditions at the time, the idea is to combine conditioning the soil to improve root growth & drainage. If the turf is not very strong at this time substitute Aerway solid tire aerification.
- 4. Top dress the playing field surface with 200 lbs. unmanufactured coarse sand as a rate of 25 tons per acre. This should be done after the sand is broadcast.
- 5. Apply gypsum at the rate of 25 lbs. per one thousand square feet. This application will supplement material already in the ground & condition the soil for better drainage.
- 6. Verticut field very lightly in preparation for ryegrass over seeding. Light verticutting is a common practice before overseeding. This is optional depending on the density of the turf. If the turf manager feels due to the close timing of the vertifications & has then or worn turf this may be detrimental this step may be skipped.
- 7. Apply a pre-plant fertilizer 3-7-2 at a rate of 300 lbs. per acre. This will help the establishment of the new turf. Having no knowledge of the other recent fertilizations or soil fertility existing this is a safe procedure. It is very possible to double the rate with no ill effects.
- 8. Over seed turf areas with ryegrass seed at a rate of ten lbs. per thousand. This is a recommended rate. A rate of 15 pounds per thousand might be better initially but may create problems next spring during transition back to Bermuda grass. This should be the turf manager's call at the time of application.
- 9. Apply foliar fertilizer or application two weeks after over seeding. This will help new seed establish & improve turf.
- 10. Apply a fungicide application as needed for disease prevention to established ryegrass. Disease is very possible at this stage especially with contrary weather conditions. Preventative or curative applications should be applied as needed.

Return to annual maintenance program as recommended by the agronomic team

# 4

## Amended Maintenance Program

Revise and reissue the July 2008 Maintenance Program to specifically define program to be followed by entity maintaining the outfield turf area outlined in red.



11/9/09

Unit Number	Description	Quantity	Condition	# of Hours Logged	Maintenance Plan	Warranty	Recommended Servicing Protocol	Long-Term Replacement Plan
	50lb Stick Edger	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Walk Behind Edgers (Pridans and Belgur King)	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	50lb Backpack Blowers	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	50lb Weed Brush	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Toro Walk Behind Mower	2	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
	Billi Goat Vacuum	1	Good	N/A	No	N/A	No	To be developed in partnership with the Rays
32120	Pro-Core Aerator (Toro Pro-Core 4-1/2 quart)	1	Good	257	12/2008 start date	3yrs 5000 hrs	PM-A, PM-C	To be developed in partnership with the Rays
30620	2397-D Toro Mower	1	Good	721.3	7/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32388	2397-D Toro Mower	1	Good	738.7	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32393	Wacker RE 16A-90 Roller	1	Good	33.7	03/2009 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32117	Tractor with 72" Basket	1	Good	207	12/2008 start date	2yrs 2000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32119	Greenmaster-Walk Behind Mower	1	Good	N/A	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32093	Toro 5510 5-Gang Mower	1	Good	478.4	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32073	Toro 5510 5-Gang Mower	1	Good	465.5	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32079	Triplex Road Mower	1	Good	20.8	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32199	Triplex Road Mower	1	Good	21.6	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
30740	Toro ProMower Pro 5048	1	Good	203	12/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
32084	Turbo Manufacture rep. Inserter	1	Good	736	9/2008 start date	3yrs 5000 Hrs	PM-A, PM-C	To be developed in partnership with the Rays
30747	Gaer TX 8X2 with Opinions	1	Good	N/A	12/2008 start date	N/A	PM-A, PM-C	To be developed in partnership with the Rays
32116	John Deere tractor TX	1	Good	1375	3/2006 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32090	John Deere tractor TX	1	Good	623.3	12/2008 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
32087	John Deere tractor TX	1	Good	776	9/2006 start date	1 yr	PM-A, PM-C	To be developed in partnership with the Rays
29810	Toro multi-pro sprayer	1	Good	263.6	9/2008 start date	N/A	PM-A, PM-C	To be developed in partnership with the Rays
	Shared Equipment							
31354	S&B Release Aerator	1	Good	N/A	N/A	N/A	PM-C	To be developed in partnership with the Rays
32081	Toro Versa-Mac	1	Good	N/A	N/A	N/A	PM-C	To be developed in partnership with the Rays
	Maintenance Plans							
PM-A	Every 4 months, 3000 miles, and/or 250 hours							
PM-C	Annually							

# ATTACHMENT C

Escalation Rate 3%

Year	Field Maintenance Budget	Rays M&O Obligation Reduction	County Obligation to Rays	Charlottesville County Funds (existing M&O budget)	Other Event Revenues - County	Charlottesville County funds (4th cent tourist tax)	Naming rights (County share)	Total Existing M&O and Other Event Revenues - County	Less Field Maintenance Obligation to Rays	Remaining County M&O and Other Event Revenues Obligation
2010	\$525,285	(\$120,047)	\$405,238	\$398,654	\$226,600	\$125,000	\$77,250	\$827,504	(\$405,238)	\$422,266
2011	\$541,044	(\$123,648)	\$417,396	\$410,614	\$233,398	\$125,000	\$79,568	\$841,782	(\$417,396)	\$424,386
2012	\$557,275	(\$127,357)	\$429,918	\$422,932	\$240,400	\$125,000	\$81,955	\$863,285	(\$429,918)	\$433,367
2013	\$573,993	(\$131,178)	\$442,815	\$435,620	\$247,612	\$125,000	\$84,413	\$885,433	(\$442,815)	\$442,618
2014	\$591,213	(\$135,113)	\$456,100	\$448,689	\$255,040	\$125,000	\$86,946	\$908,247	(\$456,100)	\$452,147
2015	\$608,949	(\$139,157)	\$469,792	\$462,150	\$262,692	\$125,000	\$89,554	\$931,744	(\$469,792)	\$461,952
2016	\$627,218	(\$143,342)	\$483,876	\$476,014	\$270,572	\$125,000	\$92,241	\$955,947	(\$483,876)	\$472,071
2017	\$646,034	(\$147,642)	\$498,392	\$490,294	\$278,689	\$125,000	\$95,008	\$980,874	(\$498,392)	\$482,482
2018	\$665,415	(\$152,071)	\$513,344	\$505,003	\$287,050	\$125,000	\$97,858	\$1,006,550	(\$513,344)	\$493,206
2019	\$685,378	(\$156,633)	\$528,745	\$520,153	\$295,662	\$125,000	\$100,794	\$1,032,997	(\$528,745)	\$504,252
2020	\$705,939	(\$161,332)	\$544,607	\$535,758	\$304,531	\$125,000	\$103,818	\$1,060,238	(\$544,607)	\$515,631
2021	\$727,117	(\$166,172)	\$560,945	\$551,881	\$313,667	\$125,000	\$106,932	\$1,088,294	(\$560,945)	\$527,349
2022	\$748,921	(\$171,158)	\$577,773	\$568,386	\$323,077	\$125,000	\$110,140	\$1,117,193	(\$577,773)	\$539,420
2023	\$771,399	(\$176,292)	\$595,107	\$585,437	\$332,770	\$125,000	\$113,444	\$1,146,958	(\$595,107)	\$551,851
2024	\$794,541	(\$181,581)	\$612,960	\$603,000	\$342,753	\$125,000	\$116,848	\$1,177,618	(\$612,960)	\$564,658
2025	\$818,377	(\$187,029)	\$631,348	\$621,090	\$353,035	\$125,000	\$120,353	\$1,209,196	(\$631,348)	\$577,848
2026	\$842,928	(\$192,639)	\$650,289	\$639,723	\$363,626	\$125,000	\$123,964	\$1,241,722	(\$650,289)	\$591,433
2027	\$868,216	(\$198,419)	\$669,797	\$658,915	\$374,535	\$125,000	\$127,682	\$1,275,223	(\$669,797)	\$605,426
2028	\$894,263	(\$204,371)	\$689,892	\$678,682	\$385,771	\$125,000	\$131,513	\$1,320,966	(\$689,892)	\$631,074

Amends Agr 2006-053

**SECOND AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT  
BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS  
BASEBALL, LTD.**

THIS SECOND AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 26<sup>th</sup> day of January, 2011, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, on or about January 26, 2010, the County and the Rays entered into an Amendment to the Charlotte Sports Park Agreement (the "First Amendment") wherein the Rays assumed year-round, full time, responsibility for the maintenance of the Sports Park Fields at the Sports Park; and

WHEREAS, the Rays have now requested that the County amend the Agreement to permit the Rays to occupy Building "B" at the Sports Park and to provide that the Rays will assume the responsibilities for landscaping maintenance for the common grounds surrounding the Sports Parks Fields, as further described and designated in this Amendment, on a year-round, full time basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. Purpose.**

The purpose of this Amendment is to permit the Rays to occupy Building "B" at the Sports Park and the assumption of year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Parks Fields by the Rays.

**2. Building B - Charlotte County Sports Park**

(a) Beginning January 26<sup>th</sup> 2011, the Rays will have sole use of Building B, as designated and identified on Exhibit A which is attached hereto and incorporated herein by reference, consistent with those areas of the Sports Park outlined in Section 5(d) of the Agreement; however, the Rays will make reasonable good faith efforts to make the locker room and shower/grooming areas available for tournaments or other meetings/events booked and/or approved by the County during all times of the year, except for those designated under Section 5 (a), (b) and (c) in the Agreement (spring training, extended spring training, instructional

league). The County is solely responsible for any improvements required to make the locker room/grooming areas available to the public for tournaments or other meetings/events booked and/or approved by the County, including any improvements required by the Americans with Disabilities Act.

(b) The Rays will not charge a fee for use of the locker room and shower/grooming areas for tournaments or other meetings/events. The County will be responsible for cleaning these areas after any tournament or other event. Building B shall be covered under Section 9(a) of the Agreement, and as per that section, the County shall maintain, repair, and restore all properties at the facility at no cost to the Rays, except the Rays shall provide for housekeeping and cleaning services to the clubhouse and office space it uses at no cost to the County. Additionally, as per Section 9(a) of the Agreement, the County will not be responsible for any maintenance, repairs, or restoration related to damage occurring to property as a result of negligent acts or omissions of the Rays, its officers, agents, or employees.

(c) Section 5(d) of the Agreement is clarified to include the entirety of the building housing both major and minor league clubhouses, as well as the Rays' administrative offices, as a defined area of sole use by the Rays.

(d) Building B will be turned over to the Rays in a clean condition; all materials and items currently housed in Building B will be removed before January 26<sup>th</sup> with the exception of any items currently stored in the existing laundry room within Building B, which will still be available for County storage.

(e) Similar to current provisions within the Agreement, the Rays, at their sole discretion and cost, may make reasonable facility enhancements to Building B, including, but not limited to lighting, painting, etc. Any major capital improvements to Building B would require the approval of the County, and can be considered for CIP funds. During the term of this Amendment either the Rays or the County have the right to present to the other party ideas for major capital improvements to Building B that would encourage and support additional use of Building B as a first-class major league baseball facility.

### **3. Landscape Maintenance - Charlotte County Sports Park**

(a) The following lists the overall scope of services the Rays will provide for landscape maintenance within the Project Area, as noted on the attached Exhibit A. The term "Project Area" as used in this Amendment and as shown on Exhibit A shall mean and include those common grounds within the Project Area exclusive of the Sports Fields.

- Mow and edge all common areas
- Trim all trees and bushes
- Maintain seasonal and annual plantings in all islands and beds, including the green roof
- Keeps islands, beds and fence lines weed free, including the green roof bed located on the roof of the Rays Clubhouse
- Spray herbicides/pesticides as needed.

(b) The County will continue to be responsible for maintaining all areas outside of the Project Area, including, but not limited to the stadium parking lot and right-of-ways along El Jobean Road and Esther Street, and the regular maintenance and any necessary repairs to the irrigation system within the Project Area; except that the Rays shall be responsible for any damages/repairs to the irrigation system, including sprinkler heads, caused by the Rays. The County will also provide the Rays the use of a lift once a year for tree trimming, at a time



coordinated with the Rays Head Groundskeeper, small start-up tools for the services provided to the extent available, and be responsible for the replacement of any trees, bushes or sod that die from hard weather, frost or other Acts of God.

**4. Energy Savings Plan**

County and the Rays agree to work together to identify opportunities for energy savings that do not negatively impact overall operations around and throughout the overall Sports Park facility. The parties agree to work together to develop an action plan within ninety (90) days of the effective date of this Amendment identifying possible energy savings methods or programs.

**5. TERM.**

The term of this Amendment shall begin on the Effective Date and shall terminate simultaneously with the termination of the Agreement.

**6. INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

**7. SEVERABILITY.**

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

**8. CONFLICT WITH AGREEMENT.**

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

**9. ENTIRE AGREEMENT.** This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

**10. MODIFICATION.** No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

**11. ASSIGNMENT.** This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

12. **INDEMNIFICATION.** Rays shall indemnify, hold harmless and, at County's option, defend County, and its officers and employees, from all lawsuits, actions at law, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Rays and any persons employed or utilized by Rays in the performance of services under this Amendment or the use of any facilities.

13. **AUTHORITY TO EXECUTE.**

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

14. **EFFECTIVE DATE.**

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: *Michael Kact*  
SVP, Development & Business Affairs (title)

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 25<sup>th</sup> day of January, 2011  
by Michael Kact, SVP, Development & Business Affairs (title), of Tampa Bay Rays Baseball, Ltd.,  
who is personally known to me or who has produced affidavits as identification.

*Diane Jeanne Villanova*  
NOTARY PUBLIC

My commission expires



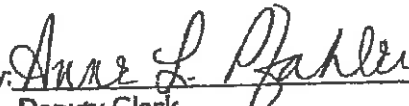
BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By:   
Robert J. Star


Date: 11/25/2011

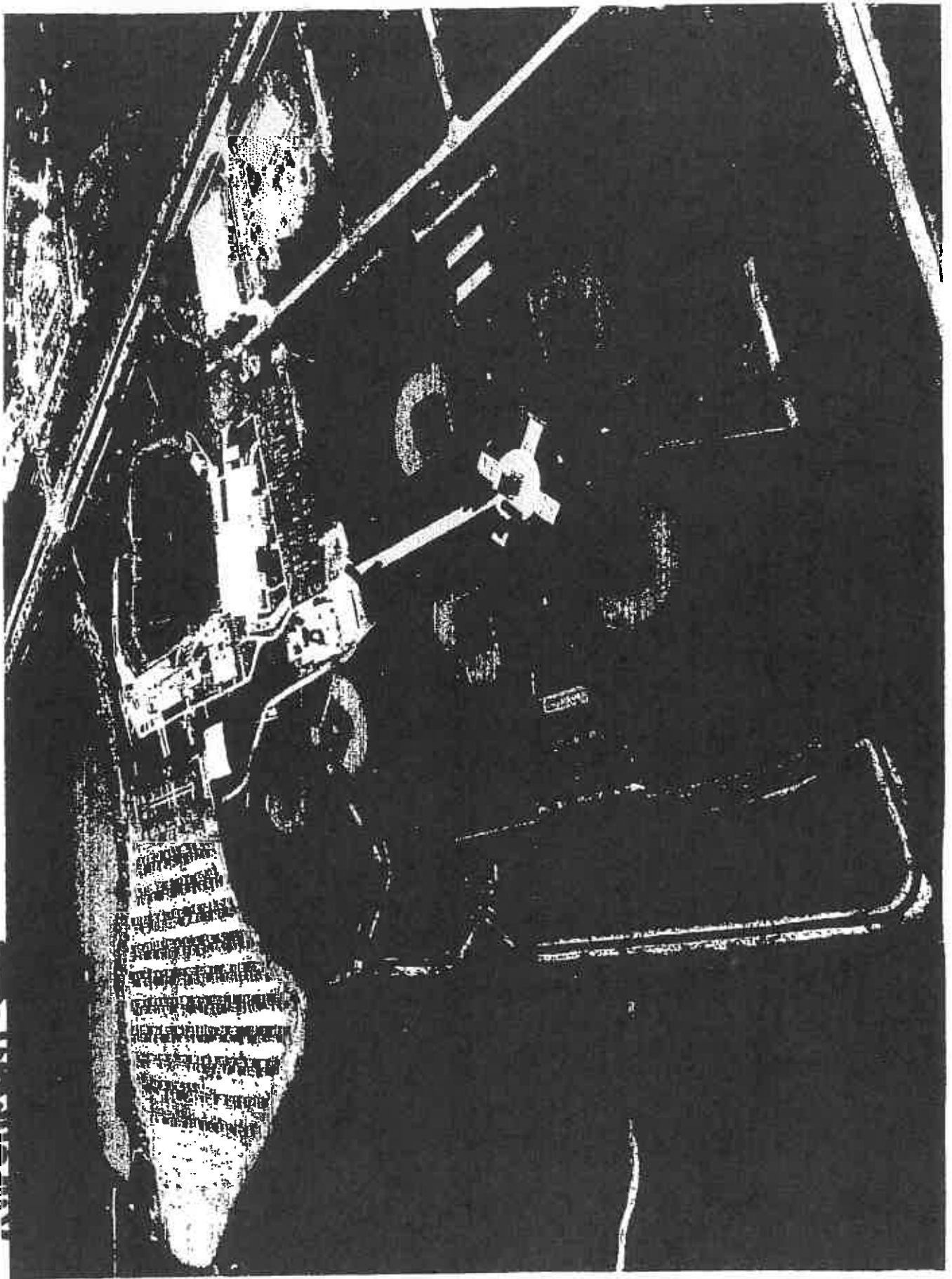


ATTEST:  
Barbara T. Scott, Clerk of  
Circuit Court and Ex-Officio  
Clerk to the Board of County  
Commissioners

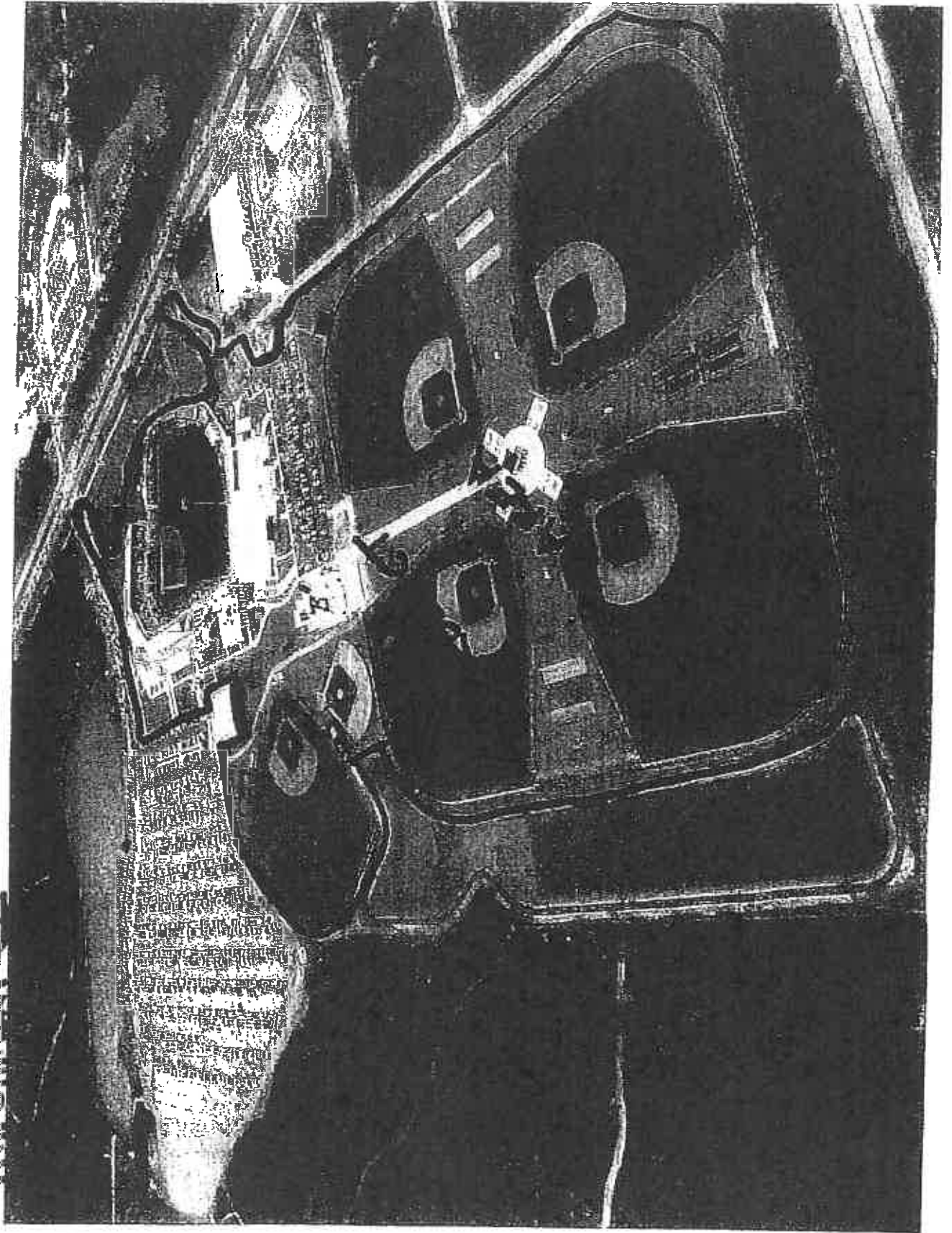
By:   
Deputy Clerk  
Amend. to AGR 2006-053  
January 25, 2011

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By:   
Janette S. Knowlton, County Attorney  
DL 10-1222



IMAGED 2-11-11 KP



**THIRD AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN  
CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS THIRD AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into this 9 day of September, 2014, by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, pursuant to the terms of the Agreement, an asset renewal/reserve fund (the "Capital Reserve Fund") was established to be spent on the facility subject to the terms and conditions mutually agreed upon by the Rays and the County, with capital repair and improvements given the highest priority; and

WHEREAS, the balance of the Capital Reserve Fund has been depleted over the years; and

WHEREAS, the County and Rays (collectively the "Parties") now wish to amend the Agreement by providing for additional funding from each of the Parties to be placed in the Capital Reserve Fund.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. Purpose.**

The purpose of this Amendment is to provide for additional capital reserve funding contributions by the County and the Rays. The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2014, 2015, and 2016. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are to be made on or before December 1st of each year.

2. TERM.

The term of this Amendment shall begin on the Effective Date and shall terminate on December 31, 2016.

3. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

4. SEVERABILITY.

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

5. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

6. ENTIRE AGREEMENT.

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

7. MODIFICATION.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

8. ASSIGNMENT.

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

9. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

10. EFFECTIVE DATE.

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
Steve P. Higgins, (title)

STATE OF FLORIDA  
COUNTY OF Pinellas

Sworn to and subscribed before me this 31<sup>st</sup> day of July, 2014,  
by Steve P Higgins, Sr VP Baseball Council (title), of Tampa Bay Rays Baseball, Ltd., who  
is personally known to me or who has produced NA as identification.

[Signature]  
NOTARY PUBLIC



My commission expires

BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: [Signature]  
Kenneth W. Doherty, Chairman  
Date: 9/9/14

ATTEST:

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

By: Michelle D. Bernardino  
Deputy Clerk A AGR 2006-053

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: [Signature]  
Janette S. Knowlton, County Attorney  
DG 4214-2950



**FOURTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS FOURTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment," is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, on or about January 26, 2010, the County and the Rays entered into the First Amendment to the Agreement to provide for the Rays to assume full-time, year-round maintenance of the Sports Park Fields at the Sports Park; and

WHEREAS, on or about January 25, 2011, the County and the Rays entered into the Second Amendment to the Agreement which allowed the Rays to occupy Building "B" at the Sports Park and to provide landscaping maintenance for the common grounds surrounding the Sports Park Fields on a full-time, year-round basis; and

WHEREAS, on or about September 9, 2014, the County and the Rays entered into the Third Amendment to the Agreement which provided for additional funding from each of the Parties to be placed in the Capital Reserve Fund; and

WHEREAS, pursuant to the terms of the Agreement, the County and the Rays (collectively the "Parties") now wish to amend the Agreement by providing for the leasing of field maintenance equipment to be used at the Sports Park and providing for joint funding from the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

**1. PURPOSE.**

The purpose of this Amendment is to provide for the leasing of field maintenance equipment by the Rays as agreed upon by the Parties in replacement of the County Field Maintenance Equipment provided to the Rays as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement. The Parties agree upon the necessary replacement of the County Field Maintenance Equipment and recognize that the leasing of field maintenance equipment will provide greater operational efficiency, and agree that the Rays shall be responsible for leasing field maintenance equipment for use at the Sports Park.

**2. EQUIPMENT LEASE, PAYMENT.**

The Rays shall enter into a four-year lease (the "Lease") with a third-party provider for field maintenance equipment. The Parties agree that the estimated annual cost for the Rays to lease the field maintenance equipment will be Eighty-Two Thousand Dollars (\$82,000), and the County shall annually during the term of the Lease be responsible for contributing Forty-One Thousand Dollars (\$41,000) from the Maintenance and Operations Fund described in the Agreement. In the event that the actual annual lease amount is less than estimated, the County shall be entitled to offset its contribution in future years during the term of the Lease to equal a fifty percent (50%) contribution of the actual total lease amount. The Rays shall initially provide the executed field maintenance equipment lease to the County on or before April 2, 2016. The County shall perform its obligations herein annually during the term of the Lease by tendering payment to the Rays on or about April 2 of each year after receiving confirmation from Rays that the four-year field maintenance equipment lease remains binding and valid. The County will not have any responsibilities with regard to the leased field maintenance equipment, including but not limited to maintenance, repair, storage, theft, or loss, unless damage, theft, or loss of the equipment occurs by the fault of the County.

**3. TERM.**

This Amendment shall become effective upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida. This Amendment and the obligations herein shall be effective for the four-year term of the Rays' field maintenance equipment lease. Upon the expiration or early termination of the four-year field maintenance equipment lease, all duties and obligations herein regarding the leased field equipment shall automatically terminate. It is anticipated that the Parties shall assess options for the replacement of the field maintenance

equipment on or before the expiration of the four-year field maintenance lease, with a plan for the replacement of this equipment upon the expiration or early termination of the lease to be agreed upon in partnership between the Parties.

4. INCORPORATION.

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

5. SEVERABILITY.

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

6. CONFLICT WITH AGREEMENT.

All provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

7. ENTIRE AGREEMENT.

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

8. MODIFICATION.

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith.

9. ASSIGNMENT.

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

10. AUTHORITY TO EXECUTE.

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

11. EFFECTIVE DATE

This Amendment shall become effective upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates indicated below.

TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
SRUP / General Counsel, (title)

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 12<sup>TH</sup> day of February, 2016,  
by Juan Hernandez, SRUP / General Counsel (title), of Tampa Bay Rays Baseball, Ltd., who  
is personally known to me or who has produced [Signature] as identification.

[Signature]  
NOTARY PUBLIC

My commission expires



BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

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

By: [Signature]  
William G. [Signature], Chairman

Date: February 23, 2016

By: [Signature]  
Deputy Clerk A-AGR 2006-053

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: [Signature]  
Janette S. Knowlton, County Attorney

LR15-3774 [Signature]  
Cody B. Valentin Birch

**FIFTH AMENDMENT TO CHARLOTTE SPORTS PARK AGREEMENT BETWEEN CHARLOTTE COUNTY, FLORIDA AND TAMPA BAY RAYS BASEBALL, LTD.**

THIS FIFTH AMENDMENT TO THE CHARLOTTE SPORTS PARK AGREEMENT, hereinafter referred to as the "Amendment", is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, hereinafter referred to as the "County", and TAMPA BAY RAYS BASEBALL LTD., One Tropicana Drive, St. Petersburg, Florida 33705, hereinafter referred to as the "Rays".

**FINDINGS**

WHEREAS, on or about September 12, 2006, the County and the Rays entered into the Charlotte Sports Park Agreement (hereinafter the "Agreement") whose purpose was for the rehabilitation and use of the Charlotte Sports Park (hereinafter the "Sports Park" or "facility") as well as providing for a public recreation amenity and hosting the Rays' spring training program; and

WHEREAS, the Parties executed a First Amendment to the Agreement on January 26, 2010 to provide for the assumption of year-round responsibility for maintaining the Charlotte Sports Park stadium field and 5 ½ practice fields within the Sports Park complex by the Rays; and

WHEREAS, the Parties executed a Second Amendment to the Agreement on January 25, 2011 to permit the Rays to occupy Building "B" at the Sports Park and the assumption of year-round responsibility for landscaping maintenance for the common grounds surrounding the Sports Parks Fields by the Rays; and

WHEREAS, the Parties executed a Third Amendment to the Agreement on September 9, 2014 to provide for additional capital reserve funding contributions by the County and the Rays; and

WHEREAS, the Parties executed a Fourth Amendment to the Agreement on February 23, 2016 to provide for the leasing of field maintenance equipment by the Rays as agreed upon by the Parties in replacement of the County Field Maintenance Equipment provided to the Rays as set forth in Paragraph 5 "Sports Park Fields Maintenance Equipment" of the First Amendment to the Agreement; and

WHEREAS, pursuant to the terms of the Agreement amended on September 9, 2014, an asset renewal/reserve fund (the "Capital Reserve Fund") was established to be spent on the facility subject to the terms and conditions mutually agreed upon by the Rays and the County, with capital repair and improvements given the highest priority; and

WHEREAS, the balance of the Capital Reserve Fund has been depleted over the years; and

WHEREAS, the County and Rays (collectively the "Parties") now wish to amend the Agreement by providing for additional funding from each of the Parties to be placed in the Capital

Reserve Fund; and

WHEREAS, the Agreement and any subsequent amendments thereto are silent as to the priority of any insurance coverage the parties maintain or are required to maintain, and the parties desire to clarify the parties responsibilities as it relates to maintaining insurance coverage; and

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. **PURPOSE.**

The purpose of this Amendment is to provide for additional capital reserve funding contributions by the County and the Rays and to clarify insurance provisions. The Rays agree to pay to the County for placement in the Capital Reserve Fund the amount of fifty thousand dollars (\$50,000) per calendar year for the years 2017, 2018, and 2019. In addition to these payments made by the Rays, the County agrees to place in the Capital Reserve Fund an additional fifty thousand dollars (\$50,000) per calendar year for the years 2017, 2018, and 2019. The Parties agree that these payments are to be made in addition to any funds already designated for placement in the Capital Reserve Fund under the Agreement, and are to be made on or before December 1st of each year; and

In addition to the terms set forth in paragraph 18(a) of the "Agreement" it is agreed that all commercial general liability and auto liability insurance policies maintained by the Rays shall be primary insurance with respect to any liability insurance maintained by the County, its officers, employees, agents and volunteers for claims arising in connection with the Rays' operations under the lease or any Amendments thereto. Any liability insurance or self-insurance maintained by the County, its officers, employees, agents and volunteers shall be excess of the Rays insurance and shall not contribute with it for claims arising in connection with the Rays' operations under the lease or any Amendments thereto.

2. **DEFINITIONS.**

Whenever the following terms are used in the Agreement or this Amendment they shall have the meanings specified below:

"BOC" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the MLB Clubs who are party to the Major League Constitution, and any successor organization thereto.

"Club" shall mean the Major League Baseball franchise currently known as the Tampa Bay Rays.

"Commissioner" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"Executive Council" shall mean the Executive Council of Major League Baseball that is

governed by Article III of the Major League Constitution, and any successor body thereto.

“Major League Baseball” or “MLB” shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the MLB Clubs acting collectively.

“Major League Constitution” shall mean the Major League Constitution adopted by the MLB Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the MLB Clubs.

“MLB Approval” shall mean, with respect to the MLB Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Club” shall mean any professional baseball club that is entitled to the benefits of, and bound by the terms of, the Major League Constitution.

“MLB Entity” shall mean each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the MLB Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the MLB Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various MLB Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the MLB Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various MLB Clubs and the BOC (and the Operating Guidelines related thereto).

“MLB Rules and Regulations” shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the MLB Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-

laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

“Ownership Committee” shall mean the Ownership Committee of Major League Baseball and any successor body thereto.

“Person” shall mean any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.

“Spring Training Season” shall mean the training period for MLB Clubs comprised of a series of workouts, practices and exhibition games preceding the start of the Regular Season.

3. **MLB SUBORDINATION.**

Section 22 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training territory of the Tampa Bay Rays, as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.”

4. **TERMINATION.**

Notwithstanding any other provision of the Agreement, the County shall not terminate the Agreement, and the County shall not take possession of the facility upon an event of default or exercise any other remedy made available to it thereunder, during any Spring Training Season.

5. **INCORPORATION.**

The "Findings" provisions of this Amendment are specifically incorporated into and made a substantive part of this Amendment, and this Amendment is specifically incorporated into and made a substantive part of the Agreement.

6. **SEVERABILITY.**

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

7. **CONFLICT WITH AGREEMENT.**

All provisions of the Agreement not in conflict with this Amendment shall remain in full force



and effect. To the extent of any conflict with the Agreement, the provisions of this Amendment shall control. Any terms used in this Amendment shall have the same meanings and definitions as they have in the Agreement.

8. **ENTIRE AGREEMENT.**

This Amendment incorporates and includes all prior negotiations, correspondence, agreements or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Amendment that are not contained in this document.

9. **MODIFICATION.**

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties with the same formality and of equal dignity herewith. Notwithstanding anything to the contrary, neither the Agreement nor this Amendment may be amended, supplemented or otherwise modified, and no provision therein or herein may be waived, unless all necessary MLB Approvals have been obtained in advance thereof.

10. **ASSIGNMENT.**

This Amendment, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Rays without the prior written consent of County.

11. **AUTHORITY TO EXECUTE.**

County and Rays warrant to the other party that they, and the persons executing this Amendment on behalf of each of them, have the right, power and authority to execute this Amendment.

12. **EFFECTIVE DATE.**

This Amendment shall take effect upon the filing of a fully executed copy with the Clerk of the Circuit Court of Charlotte County, Florida.

IN WITNESS, WHEREOF, the parties have executed this agreement on the dates indicated below.

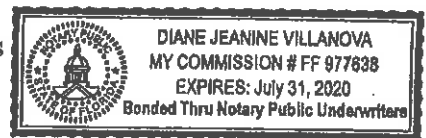
TAMPA BAY RAYS BASEBALL, LTD.

By: [Signature]  
STANLEY VICT, (title)  
PRESIDENT / GENERAL COUNSEL

STATE OF FLORIDA  
COUNTY OF PINELLAS

Sworn to and subscribed before me this 19th day of June, 2017, by STANLEY VICT (title), of Tampa Bay Rays Baseball, Ltd., who is personally known to me or who has produced NA as identification.

[Signature]  
NOTARY PUBLIC  
My commission expires



BOARD OF COUNTY COMMISSIONERS  
OF CHARLOTTE COUNTY, FLORIDA

By: \_\_\_\_\_  
William G. Truex, Chairman

ATTEST:  
Roger D. Eaton, Clerk of the Circuit Court  
and Ex-Officio Clerk to the  
Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Janette S. Knowlton, County Attorney  
LR2017-0228 \_\_\_\_\_

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

**RESEARCH DATA SERVICES, INC.**

777 SOUTH HARBOUR ISLAND BOULEVARD • SUITE 260

TAMPA, FLORIDA 33602

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



**2018 Tampa Bay Rays Spring Training  
Visitor and Economic Impact Study**

*Charlotte County, Florida*

*February 23, 2018 – March 26, 2018*

**Prepared for:**

*Charlotte County Board of County Commissioners*

**Prepared by:**


*Research Data Services, Inc.*

August 2018

## Certification and General Limiting Conditions

The following report has been prepared for 2018 Tampa Bay Rays Spring Training at the request of Charlotte County. **Research Data Services, Inc.** hereby certifies that, except as otherwise noted in the report:

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

  
Walter J. Klages, Ph.D.  
President

*August 24, 2018*

Date

## Methodology

The following research project was undertaken at the request of Charlotte County's Board of County Commissioners.

The research's objectives, as documented in the survey questionnaire (approved by the contracting parties), reflect the full scope of the project undertaken. The principal purpose of this study was to document the economic impact of the 2018 Tampa Bay Rays Spring Training season. In this context, the study tabulates and profiles both tourist/visitors and day-trippers who came to the area for Spring Training games.

**The findings of the study are based on 355 face-to-face interviews** conducted with randomly selected fans at 2018 Tampa Bay Rays Spring Training games. Our economic impact calculations address non-Charlotte resident game attendees. *Please note that the economic impact estimates detailed in the following report only include fan spending. They do not address the spending of the stadium, the Tampa Bay Rays team, visiting teams, or media in the destination.*

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

## Summary of Research Findings

The objective of the Tampa Bay Rays’ Spring Training research was to document the economic impact of the team’s 2018 season. Attendance figures, provided by the team, indicate that some 69,731 fans attended the 15 Tampa Bay Rays home Spring Training games in the Charlotte Sports Park between February 23, 2018 and March 26, 2018. ***The total economic impact of fans attending 2018 Tampa Bay Rays Spring Training games is estimated to be \$14,547,500.***

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

**A. The Economic Impact of 2018 Tampa Bay Rays Spring Training on Charlotte County:**

Estimated Attendee Economic Impacts	Direct Expenditures	Economic Impact
Overnight Charlotte County Visitors	\$6,542,200	\$9,976,900
Day-Trippers	\$2,997,100	\$4,570,600
Out-of-County Spring Training Attendees	\$9,539,300	\$14,547,500

Some 64.4% of overnight visitors say that attending a Spring Training game was a primary factor in bringing them to Charlotte County. The total economic impact of these visitors’ spending accounts for an estimated \$6,090,600 of value added to the destination. Overnight attendees, who stayed in paid accommodations and say Spring Training was a primary factor in their Charlotte visit, generated some 9,100 room nights for the County’s tourism industry. Commercial lodging visitors who came to the destination for reasons other than Spring Training, but attended a game as part of their Charlotte experience, represent an additional 3,900 room nights.

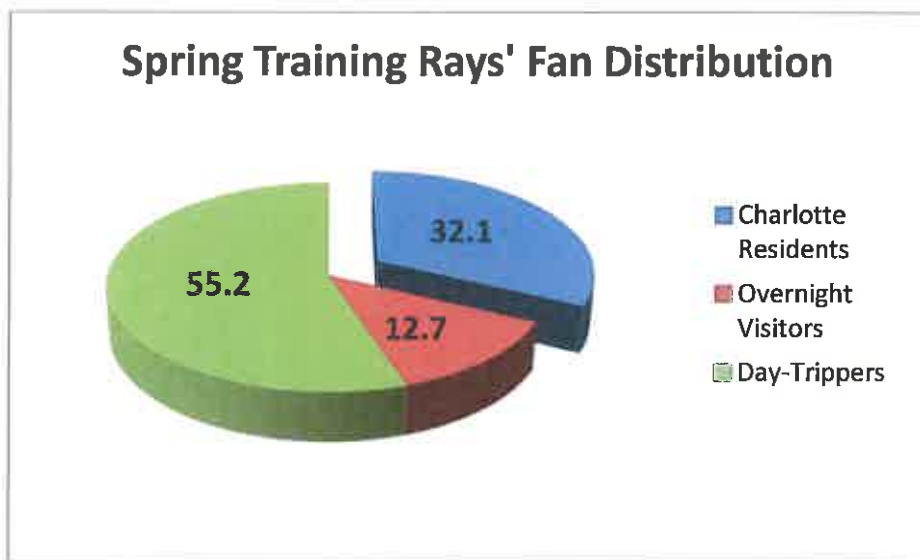
Additionally, residents and seasonal residents of Charlotte County spent an estimated \$1,566,800 attending Spring Training games.

*Note: The above economic impact estimates solely include fan spending. They do not address the spending of the stadium, the Tampa Bay Rays team, visiting teams, or media in the destination.*

**B. Profile of Visitors Attending 2018 Tampa Bay Rays Spring Training games:**

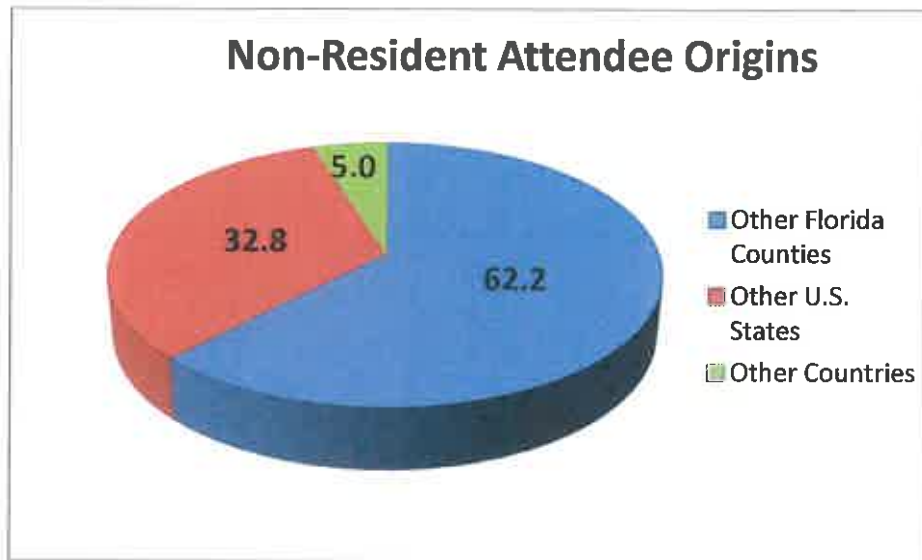
1. Of the 69,731 people who attended the 2018 Tampa Bay Rays home Spring Training games in the Charlotte Sports Park, some 32.1% were Charlotte County residents or seasonal residents {Q1a}.
2. Non-resident attendees (67.9% of total) distribute as follows {Q1b}:

	<u>% of Total</u>
• Day-Trippers	55.2%
• Overnight Visitors	12.7



3. Of the non-Charlotte resident attendees, 62.2% came from other Florida counties, 32.8% from other states in the U.S., and 5.0% came from other countries {Q1a, Q2a, and Q2b}.





4. Overall, some 18.3% of game attendees had children under the age of 18 in their parties {Q10d}.
5. Overnight visitors attending 2018 Tampa Bay Rays Spring Training games report a median party size of 2.0 people. They spent an average of 4.3 nights in the local area {Q10c and Q7}.
6. Day-trippers also traveled with a median party size of 2.0 people {Q10c}.
7. Non-residents traveled to the area using the following transportation modes {Q9} (multiple response):
  - Personal Car 86.7%
  - Fly 12.4
  - Rental Car 9.1

8. In addition to spring training, out-of-town visitors volunteer enjoying the following other activities and interests in Charlotte County {Q11} (multiple response):

• Dining Out	43.6%
• Shopping	17.4
• Relaxing	16.6
• Beach/Walking on the Beach	14.1
• Bars/Nightlife	12.0
• Visiting with Friends/Relatives	10.8
• Swimming	9.1
• Shelling	8.7
• Pool	8.3
• Sight-Seeing	7.1
• Attractions	6.2
• Fishing	5.8

9. The majority of non-resident visitors surveyed (95.0%) plan to return to Charlotte County {Q12}. Specifically:

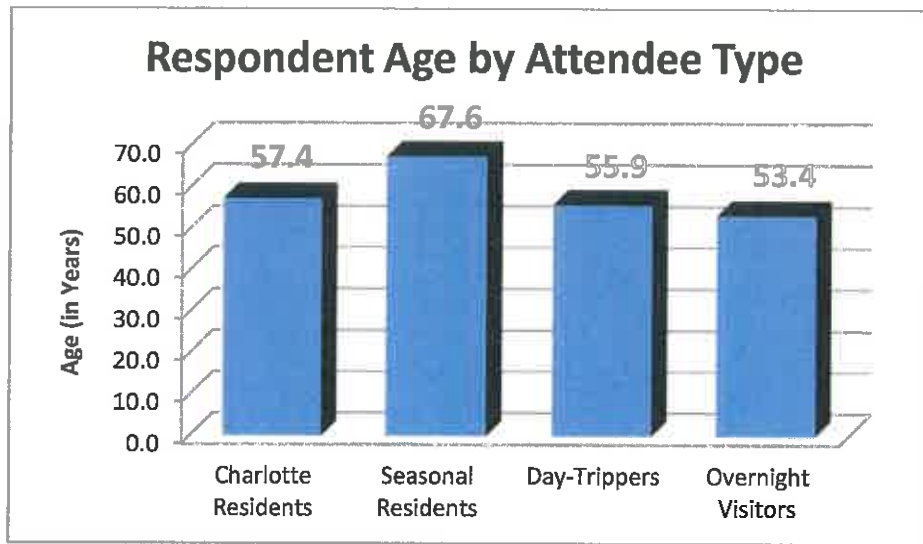
	<u>Plan to Return</u>
• Overnight Visitors	95.6%
• Day-Trippers	94.9

10. Nearly half (43.4%) of respondents attended regular season Ray's games at Tropicana Field last season. Those respondents who did go to games report attending a median of three games during the 2017 season {Q4b}.

11. Three of every four Spring Training game attendees (73.8%) watched Rays games on television during the 2017 season, with a median of 10 televised games watched {Q4c}.

12. Respondents' age distribution is as follows {Q13}:

	<u>Respondent Age</u>
• Charlotte Residents	57.4
• Seasonal Residents	67.6
• Day-Trippers	55.9
• Overnight Visitors	53.4



13. The median annual household income of game attendees is reported as \$101,645 {Q14}.

## Appendix: *Database Tabulations*

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 1-1

**Q1a. Are you a year round or seasonal resident of Charlotte County?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
Yes, year round resident	64 18.0% 100.0%	64 56.1% 100.0%	--	--	--
Yes, seasonal resident	50 14.1% 100.0%	50 43.9% 100.0%	--	--	--
No, out-of-county visitor	241 67.9% 100.0%	--	241 100.0% 100.0%	45 100.0% 18.7%	196 100.0% 81.3%
			A	A	A

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

# 2018 Tampa Bay Rays Spring Training Attendee Study

Table 2-1

**Q1b. Are you staying overnight in Charlotte or just visiting for the day?**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
BASE: Out of County Visitors (Q1a)	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Staying overnight in Charlotte	45 18.7% 100.0%	--	45 18.7% 100.0%	45 100.0%	--
Just visiting for the day	196 81.3% 100.0%	--	196 81.3% 100.0%	--	196 100.0% 100.0%
			C	BD	BC

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 3-1

**Q4b. How many of last year's regular season Rays games (2017) did you attend at Tropicana Field?**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	TOTAL	355	241	45	196
	100.0%	32.1%	67.9%	12.7%	55.2%
No Games	TOTAL	201	128	31	97
	56.6%	64.0%	53.1%	68.9%	49.5%
	100.0%	36.3%	63.7%	15.4%	48.3%
Attended Games		BD		BD	
	TOTAL	154	113	14	99
	43.4%	36.0%	46.9%	31.1%	50.5%
	100.0%	26.6%	73.4%	9.1%	64.3%
			AC		AC

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 4-1

**Q4b. How many of last year's regular season Rays games (2017) did you attend at Tropicana Field?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Base: Attended Games	154 100.0%	41 26.6%	113 73.4%	14 9.1%	99 64.3%
Mean	5.3	2.0	6.5 A	9.1 A	6.1 A
Median	3.0	1.0	3.0	4.5	3.0
Mode	1.0	1.0	1.0	--	1.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D



## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 5-1

**Q4c. And how many of last year's regular season Rays games (2017) did you watch on television?**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
	TOTAL				
<b>TOTAL</b>	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
<b>No Games</b>	93 26.2% 100.0%	38 33.3% 40.9%	55 22.8% 59.1%	12 26.7% 12.9%	43 21.9% 46.2%
<b>Watched Games</b>	262 73.8% 100.0%	BD 76 66.7% 29.0%	186 77.2% 71.0%	33 73.3% 12.6%	153 78.1% 58.4%
		A			A

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 6-1

**Q4c. And how many of last year's regular season Rays games (2017) did you watch on television?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Base: Watched Games	262 100.0%	76 29.0%	186 71.0%	33 12.6%	153 58.4%
Mean	35.6	24.4	40.1 A	38.5	40.5 A
Median	10.0	10.0	12.0	10.0	12.0
Mode	10.0	10.0	10.0	10.0	10.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 7-1

### Q5. Is this your first trip to Charlotte County?

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
BASE: Out of County Visitors (Q1a)					
Yes	59 24.5% 100.0%	--	59 24.5% 100.0%	18 40.0% 30.5%	41 20.9% 69.5%
No	182 75.5% 100.0%	--	182 75.5% 100.0%	BD 27 60.0% 14.8%	155 79.1% 85.2%
			C		C

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 8-1

### Q7. And how many nights will you be spending here?

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Charlotte Overnight Visitors (Q1b)	45 100.0%	--	45 100.0%	45 100.0%	--
Mean	4.3	--	4.3	4.3	--
Median	4.0	--	4.0	4.0	--
Mode	1.0	--	1.0	1.0	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 9-1

**Q8. While in Charlotte County, are you staying in a:**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Charlotte Overnight Visitors (Q1b)	45 100.0%	--	45 100.0%	45 100.0%	--
Hotel/Motel	21 46.7% 100.0%	--	21 46.7% 100.0%	21 46.7% 100.0%	--
With Friends/ Relatives	12 26.7% 100.0%	--	12 26.7% 100.0%	12 26.7% 100.0%	--
Condominium	5 11.1% 100.0%	--	5 11.1% 100.0%	5 11.1% 100.0%	--
Vacation Rental	5 11.1% 100.0%	--	5 11.1% 100.0%	5 11.1% 100.0%	--
Campground/Trailer Park	2 4.4% 100.0%	--	2 4.4% 100.0%	2 4.4% 100.0%	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 10-1

**Q9. How did you travel to the Charlotte area? Did you come by: (MULTIPLE RESPONSE)**

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
<b>BASE: Out of County Visitors (Q1a)</b>	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Personal Car	209 86.7% 100.0%	--	209 86.7% 100.0%	26 57.8% 12.4%	183 93.4% 87.6%
Plane	30 12.4% 100.0%	--	30 12.4% 100.0%	18 40.0% 60.0%	12 6.1% 40.0%
Rental Car	22 9.1% 100.0%	--	22 9.1% 100.0%	9 20.0% 40.9%	13 6.6% 59.1%
R.V.	1 0.4% 100.0%	--	1 0.4% 100.0%	1 2.2% 100.0%	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 11-1

### Q10C. And how many people does this budget include?

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
1	30 8.5% 100.0%	8 7.0% 26.7%	22 9.1% 73.3%	2 4.4% 6.7%	20 10.2% 66.7%
2	197 55.5% 100.0%	67 58.8% 34.0%	130 53.9% 66.0%	25 55.6% 12.7%	105 53.6% 53.3%
3	57 16.1% 100.0%	17 14.9% 29.8%	40 16.6% 70.2%	7 15.6% 12.3%	33 16.8% 57.9%
4	41 11.5% 100.0%	15 13.2% 36.6%	26 10.8% 63.4%	7 15.6% 17.1%	19 9.7% 46.3%
5	13 3.7% 100.0%	4 3.5% 30.8%	9 3.7% 69.2%	2 4.4% 15.4%	7 3.6% 53.8%
6	9 2.5% 100.0%	1 0.9% 11.1%	8 3.3% 88.9%	2 4.4% 22.2%	6 3.1% 66.7%
7	3 0.8% 100.0%	--	3 1.2% 100.0%	--	3 1.5% 100.0%
8	2 0.6% 100.0%	--	2 0.8% 100.0%	--	2 1.0% 100.0%

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 11-1

**Q10C. And how many people does this budget include?**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL					
10	3	2	1	--	1
	0.8%	1.8%	0.4%		0.5%
	100.0%	66.7%	33.3%		33.3%
Mean	2.7	2.6	2.7	2.7	2.7
Median	2.0	2.0	2.0	2.0	2.0
Mode	2.0	2.0	2.0	2.0	2.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D



## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 12-1

**Q10D. And how many of them are children or young adults (under 18 years of age)?**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
0	290 81.7% 100.0%	94 82.5% 32.4%	196 81.3% 67.6%	39 86.7% 13.4%	157 80.1% 54.1%
1	34 9.6% 100.0%	14 12.3% 41.2% C	20 8.3% 58.8% C	--	20 10.2% 58.8% C
2	20 5.6% 100.0%	4 3.5% 20.0%	16 6.6% 80.0%	4 8.9% 20.0%	12 6.1% 60.0%
3	7 2.0% 100.0%	1 0.9% 14.3%	6 2.5% 85.7%	1 2.2% 14.3%	5 2.6% 71.4%
4	3 0.8% 100.0%	1 0.9% 33.3%	2 0.8% 66.7%	1 2.2% 33.3%	1 0.5% 33.3%
5	1 0.3% 100.0%	--	1 0.4% 100.0%	--	1 0.5% 100.0%
Mean	0.3	0.3	0.3	0.3	0.3
Median	0	0	0	0	0
Mode	--	--	--	--	--

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Out of County Visitors (Q1a)	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Dining Out	105 43.6% 100.0%	--	105 43.6% 100.0%	36 80.0% 34.3%	69 35.2% 65.7%
Shopping	42 17.4% 100.0%	--	42 17.4% 100.0%	28 62.2% 66.7%	14 7.1% 33.3%
Relaxing	40 16.6% 100.0%	--	40 16.6% 100.0%	28 62.2% 70.0%	12 6.1% 30.0%
Beach/Walking on the Beach	34 14.1% 100.0%	--	34 14.1% 100.0%	26 57.8% 76.5%	8 4.1% 23.5%
Bars/Nightlife	29 12.0% 100.0%	--	29 12.0% 100.0%	9 20.0% 31.0%	20 10.2% 69.0%
Visiting Friends/Relatives	26 10.8% 100.0%	--	26 10.8% 100.0%	19 42.2% 73.1%	7 3.6% 26.9%
Swimming	22 9.1% 100.0%	--	22 9.1% 100.0%	20 44.4% 90.9%	2 1.0% 9.1%
Shelling	21 8.7% 100.0%	--	21 8.7% 100.0%	16 35.6% 76.2%	5 2.6% 23.8%

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Pool	20 8.3% 100.0%	--	20 8.3% 100.0%	19 42.2% 95.0%	1 0.5% 5.0%
Sight-Seeing	17 7.1% 100.0%	--	17 7.1% 100.0%	17 37.8% 100.0%	--
Attractions	15 6.2% 100.0%	--	15 6.2% 100.0%	14 31.1% 93.3%	1 0.5% 6.7%
Fishing	14 5.8% 100.0%	--	14 5.8% 100.0%	14 31.1% 100.0%	--
Reading	8 3.3% 100.0%	--	8 3.3% 100.0%	7 15.6% 87.5%	1 0.5% 12.5%
Boating	6 2.5% 100.0%	--	6 2.5% 100.0%	4 8.9% 66.7%	2 1.0% 33.3%
Golfing	6 2.5% 100.0%	--	6 2.5% 100.0%	3 6.7% 50.0%	3 1.5% 50.0%
Biking	5 2.1% 100.0%	--	5 2.1% 100.0%	4 8.9% 80.0%	1 0.5% 20.0%
Photography	5 2.1% 100.0%	--	5 2.1% 100.0%	2 4.4% 40.0%	3 1.5% 60.0%

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Wildlife/ Environment	5 2.1% 100.0%	--	5 2.1% 100.0%	4 8.9% 80.0%	1 0.5% 20.0%
Kayaking/Canoeing	4 1.7% 100.0%	--	4 1.7% 100.0%	3 6.7% 75.0%	1 0.5% 25.0%
Snowbird Baseball Classic	4 1.7% 100.0%	--	4 1.7% 100.0%	2 4.4% 50.0%	2 1.0% 50.0%
Arts/Culture (Theater, Art Galleries, Festivals, Concerts)	3 1.2% 100.0%	--	3 1.2% 100.0%	3 6.7% 100.0%	--
Business/Meeting/ Conference	2 0.8% 100.0%	--	2 0.8% 100.0%	2 4.4% 100.0%	--
Water Cruise	2 0.8% 100.0%	--	2 0.8% 100.0%	1 2.2% 50.0%	1 0.5% 50.0%
Jet Skiing	1 0.4% 100.0%	--	1 0.4% 100.0%	1 2.2% 100.0%	--
Parasailing	1 0.4% 100.0%	--	1 0.4% 100.0%	1 2.2% 100.0%	--

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 13-1

**Q11. And what other activities or interests are you enjoying while in the area?  
(MULTIPLE RESPONSE)**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
Other	TOTAL	--	127	7	120
	52.7%		52.7%	15.6%	61.2%
	100.0%		100.0%	5.5%	94.5%
			C		bC

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 14-1

### Q12. Will you visit Charlotte County again in the future?

	TOTAL	Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
BASE: Out of County Visitors (Q1a)	241 100.0%	--	241 100.0%	45 18.7%	196 81.3%
Yes	229 95.0% 100.0%	--	229 95.0% 100.0%	43 95.6% 18.8%	186 94.9% 81.2%
No	4 1.7% 100.0%	--	4 1.7% 100.0%	1 2.2% 25.0%	3 1.5% 75.0%
Don't Know	8 3.3% 100.0%	--	8 3.3% 100.0%	1 2.2% 12.5%	7 3.6% 87.5%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 15-1

### Q 13. Respondent Age:

		Attendees				
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)	
TOTAL	TOTAL	355	114	241	45	196
		100.0%	32.1%	67.9%	12.7%	55.2%
Mean		57.5	61.9 BCD	55.4	53.4	55.9
Median		61.0	64.0	58.0	58.0	58.0
Mode		62.0	66.0	62.0	--	63.0

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 16-1

**Q14. In dollars, what is the approximate combined ANNUAL INCOME of your household?**

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
TOTAL ANSWERING	293 100.0%	93 31.7%	200 68.3%	36 12.3%	164 56.0%
< \$50,000	19 6.5% 100.0%	8 8.6% 42.1%	11 5.5% 57.9%	3 8.3% 15.8%	8 4.9% 42.1%
\$50,000 - \$74,999	69 23.5% 100.0%	26 28.0% 37.7%	43 21.5% 62.3%	7 19.4% 10.1%	36 22.0% 52.2%
\$75,000 - \$99,999	56 19.1% 100.0%	18 19.4% 32.1%	38 19.0% 67.9%	8 22.2% 14.3%	30 18.3% 53.6%
\$100,000 - \$149,999	76 25.9% 100.0%	19 20.4% 25.0%	57 28.5% 75.0%	8 22.2% 10.5%	49 29.9% 64.5%
\$150,000 - \$200,000	40 13.7% 100.0%	14 15.1% 35.0%	26 13.0% 65.0%	5 13.9% 12.5%	21 12.8% 52.5%
\$200,000 and over	33 11.3% 100.0%	8 8.6% 24.2%	25 12.5% 75.8%	5 13.9% 15.2%	20 12.2% 60.6%
Median Income	\$101,645	\$92,360	\$107,017	\$100,000	\$108,163

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D



## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 17-1

**Respondent Gender:**

		Attendees			
		CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
	TOTAL				
<b>TOTAL</b>	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
<b>Male</b>	223 62.8% 100.0%	71 62.3% 31.8%	152 63.1% 68.2%	24 53.3% 10.8%	128 65.3% 57.4%
<b>Female</b>	132 37.2% 100.0%	43 37.7% 32.6%	89 36.9% 67.4%	21 46.7% 15.9%	68 34.7% 51.5%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

## 2018 Tampa Bay Rays Spring Training Attendee Study

Table 18-1

### Ethnicity of respondent:

	Attendees				
	TOTAL	CHARLOTTE RESIDENTS/ SEASONAL RESIDENTS (A)	OUT OF COUNTY VISITORS (B)	Overnight Charlotte County Visitors (C)	Day Trippers (D)
<b>TOTAL</b>	355 100.0%	114 32.1%	241 67.9%	45 12.7%	196 55.2%
<b>Caucasian</b>	332 93.5% 100.0%	110 96.5% 33.1%	222 92.1% 66.9%	42 93.3% 12.7%	180 91.8% 54.2%
<b>Hispanic</b>	14 3.9% 100.0%	bd 2 1.8% 14.3%	12 5.0% 85.7%	2 4.4% 14.3%	10 5.1% 71.4%
<b>African-American</b>	8 2.3% 100.0%	2 1.8% 25.0%	6 2.5% 75.0%	1 2.2% 12.5%	5 2.6% 62.5%
<b>Asian</b>	1 0.3% 100.0%	--	1 0.4% 100.0%	--	1 0.5% 100.0%

Significance testing at 95% (UPPER CASE) / 90% (lower case): A/B/C/D

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

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

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

Year	Attendance
2009	103,255
2010	72,448
2011	74,082
2012	87,112
2013	90,935
2014	78,624
2015	71,472
2016	68,566
2017	81,752
2018	64,689

**City of Bradenton  
(Pittsburgh Pirates)**

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

FY:	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
<b>COSTS</b>																
Operating & Administrative Costs	\$ 587,678	\$ 553,579	\$ 618,816	\$ 562,694	\$ 549,302	\$ 92,264	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Property Taxes - Pirate City	\$ 82,296	\$ 84,901	\$ 99,801	\$ 99,591	\$ 104,929	\$ 114,117	\$ 80,060	\$ 79,903	\$ 211,941	\$ 201,631	\$ 178,368	\$ 186,812	\$ 178,621	\$ 90,294	\$ 101,319	\$ 121,448
Property Taxes - McKechnie Field	\$ 56,250	\$ 55,266	\$ 54,539	\$ 53,647	\$ 51,168	\$ 47,422	\$ 43,835	\$ 43,313	\$ 43,486	\$ 42,854	\$ 41,050	\$ 39,866	\$ 8,265	\$ 8,352	\$ 11,844	\$ 12,113
Capital Improvements <sup>(1)</sup> see below																
Debt Service																
1995 Subordinate Lien \$4,575,000	281,059	281,059	281,059	281,059	281,059	281,059	281,059	281,059	239,378	1,247,207						
1998 Capital Improvement \$3,150,000	413,275	404,742	400,918	389,634	374,616	357,817										
2007 Special Obligation \$18,645,000																
2012 Capital Improvements \$7,500,000					315,496	1,113,311	1,109,911	1,112,836	1,110,236	1,112,287	1,109,052	1,109,206	1,112,431	925,193		
2016 Special Ob Refunding \$14,280,000										100,742	487,290	504,616	504,480	504,340	504,197	504,047
TDC Contribution - McKechnie Scoreboard														172,289	275,850	1,008,050
FL DEO Grant - Tournament Sports Park															999,507	
Capital Reserve Fund <sup>(2)</sup> Contributions						750,000		137,152	130,625	136,503	136,503	138,972	141,849	144,119	145,560	147,750
<b>Total Costs</b>	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,534,865	\$ 1,654,263	\$ 1,735,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,844,586	\$ 2,782,176	\$ 1,793,408
<b>REVENUES</b>																
Pirates Lease	40,446	94,783	119,256	138,989	195,884											
Manatee County																
Tourist Development Tax 10.5% of 2¢	203,800	216,065	238,572	253,906	263,510	263,611	255,531	269,361	289,237	366,602						
Tourist Development Tax - 5th Cent																
Property Tax Reimbursement - Pirate City <sup>(3)</sup>																
14th Street CRA Contribution		32,069	34,537	36,294	38,221	38,678	27,328	27,062	69,297	64,336	62,314	58,756	24,995	28,886	24,995	400,000
State of Fla. Spring Training Facilities Grant																
TDC Contribution - McKechnie Scoreboard						30,000	24,987	24,477	25,162	24,733	50,000	50,000	50,000	50,000	50,000	400,000
FL DEO Grant - Tournament Sports Park								500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004	500,004
City of Bradenton	\$ 1,186,312	1,036,630	1,056,768	957,436	887,286	1,923,697	707,015	893,359	851,966	1,885,549	939,905	970,712	870,647	865,696	63,771	1,393,408
<b>Total Revenues</b>	\$ 1,430,558	\$ 1,379,547	\$ 1,449,133	\$ 1,386,625	\$ 1,676,570	\$ 2,755,990	\$ 1,534,865	\$ 1,654,263	\$ 1,735,666	\$ 2,841,224	\$ 1,952,223	\$ 1,979,472	\$ 1,845,646	\$ 1,844,586	\$ 2,782,176	\$ 1,793,408

<sup>(1)</sup> Capital Improvements:  
 1998 \$3,000,000 Improvements to clubhouse  
 2007 \$18,645,000 Renovations to McKechnie Field and Pirate City  
 2012 \$7,500,000 Renovations to McKechnie Field  
 2016 \$14,280,000 Special Obligation Revenue Refunding Bonds (These bonds refunded the 2007 \$18,645,000 Renovations to McKechnie Field and Pirate City bonds)  
 FL DEO Grant of \$743,899 for Tournament Sports Park  
 TDC Contribution to New Scoreboard at McKechnie (LECOM) Field

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

<sup>(3)</sup> Reimbursement from Manatee County for county portion of property tax bill

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2018 13

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2016 ORIGINAL APPROP TRANSFRS/ ADJUSTMNTS REVISED BUDGET YTD EXPENDED ENCUMBRANCES AVAILABLE BUDGET PCT USED

21651700 SPEC OBLIGATION DEBT-SER 2016

21651700	571000	DB216	PRINCIPAL - D	470,000	0	470,000	470,000.00	.00	.00	100.0%
21651700	572000	DB216	INTEREST - DE	538,050	0	538,050	538,050.00	.00	.00	100.0%
21651700	573000	DB216	FEES & EXP -	3,000	0	3,000	.00	.00	3,000.00	.0%

TOTAL SPEC OBLIGATION DEBT-SER 2016				1,011,050	0	1,011,050	1,008,050.00	.00	3,000.00	99.7%
TOTAL SPEC OBLIGATION DEBT-SER 2016				1,011,050	0	1,011,050	1,008,050.00	.00	3,000.00	99.7%
TOTAL EXPENSES				1,011,050	0	1,011,050	1,008,050.00	.00	3,000.00	

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2018 13

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP TRANSFRS/ ADJUSTMNTS REVISED BUDGET YTD EXPENDED ENCUMBRANCES AVAILABLE BUDGET PCT USED

20851700 SPEC OBLIGATION DEBT-SER 2012

20851700 571000 DE208 PRINCIPAL - D 322,938 0 322,938 322,938.00 .00 100.0%

20851700 572000 DE208 INTEREST - DE 181,109 0 181,109 181,109.29 .00 100.0%\*

TOTAL SPEC OBLIGATION DEBT-SER 2012 504,047 0 504,047 504,047.29 .00 100.0%

TOTAL EXPENSES 504,047 0 504,047 504,047.29 -.29





**Revenue Detail**

		<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY 2018</u>
		<u>Actual</u>	<u>Actual</u>	<u>Adopted</u>	<u>Adopted</u>
<b>35 INTEREST EARNINGS</b>					
30601 351100	INTEREST EARNINGS	6,281	7,899	4,300	12,960
	<b>INTEREST EARNINGS TOTAL \$</b>	<b>6,281</b>	<b>7,899</b>	<b>4,300</b>	<b>12,960</b>
<b>37 MISCELLANEOUS</b>					
30602 369300	REFUND-PRIOR YR EXPENDITURES	4,121	-	-	-
	<b>MISCELLANEOUS TOTAL \$</b>	<b>4,121</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>39 OTHER SOURCES</b>					
30605 381001	INTERFUND TRANSFER IN-GEN FUND	141,849	144,119	145,560	147,750
	<b>OTHER SOURCES TOTAL \$</b>	<b>141,849</b>	<b>144,119</b>	<b>145,560</b>	<b>147,750</b>
	<b>GRAND TOTAL \$</b>	<b>152,251</b>	<b>152,018</b>	<b>149,860</b>	<b>160,710</b>

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2016 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

51700 DEBT SERVICE PAYMENTS

21651700	571000	DB216	PRINCIPAL - D	455,000	455,000	.00	.00	.00	455,000.00	.0%
21651700	572000	DB216	INTEREST - DE	551,700	551,700	275,850.00	.00	.00	275,850.00	50.0%
21651700	573000	DB216	FEES & EXP -	11,000	11,000	.00	.00	.00	11,000.00	.0%
TOTAL DEBT SERVICE PAYMENTS				1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	27.1%
TOTAL SPEC OBLIGATION DEBT-SER 20				1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	27.1%
TOTAL EXPENSES				1,017,700	1,017,700	275,850.00	.00	.00	741,850.00	

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2016 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

21605 381001 DB216 001 GEN FUND INT	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL REVENUES	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	75.0%
TOTAL REVENUES	-483,400	-483,400	-362,549.97	.00	.00	-120,850.03	



### Revenue Detail

	FY 2014 Actual	FY 2015 Actual	FY 2016 Revised	FY 2017 Adopted
<b>35 INTEREST EARNINGS</b>				
30601 361100 INTEREST EARNINGS	3,452	6,281	4,300	4,300
<b>INTEREST EARNINGS TOTAL \$</b>	<b>3,452</b>	<b>6,281</b>	<b>4,300</b>	<b>4,300</b>
<b>37 MISCELLANEOUS</b>				
30602 369300 REFUND - PRIOR YR EXPENDITURES	-	4,121	-	-
<b>MISCELLANEOUS TOTAL \$</b>	<b>-</b>	<b>4,121</b>	<b>-</b>	<b>-</b>
<b>39 OTHER SOURCES</b>				
30605 381001 INTERFUND TRANSFER IN-GEN FUND	138,972	141,849	144,119	145,560
<b>OTHER SOURCES TOTAL \$</b>	<b>138,972</b>	<b>141,849</b>	<b>144,119</b>	<b>145,560</b>
<b>GRAND TOTAL \$</b>	<b>142,424</b>	<b>152,251</b>	<b>148,419</b>	<b>149,860</b>

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

20805 381001 DE208 INTERRUND TRANSF -104,197 -104,197 -78,147.72 .00 -26,049.28 75.0%

TOTAL REVENUES -104,197 -104,197 -78,147.72 .00 -26,049.28 75.0%

TOTAL SPEC OBLIGATION DEBT-SER 20 -104,197 -104,197 -78,147.72 .00 -26,049.28 75.0%

TOTAL REVENUES -104,197 -104,197 -78,147.72 .00 -26,049.28

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

20803 366005 TDC CONTRIBUTIONS -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL SPEC OBLIGATION DEBT-SER 20 -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: CAPITAL IMPROVEMENT FUND ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

58200 CAPITAL IMPROVEMENTS

30158200	563000	12807	SIDEWALKS TO	0	220,000	90,699.17	.00	.00	129,300.83	41.2%
30158200	563000	16307	TOURNAMENT SP	750,000	750,000	758,958.01	.00	.00	-8,958.01	101.2%
30158200	563000	16308	MCKECHNIE/LIHC	1,000,000	1,000,000	999,507.18	.00	.00	492.82	100.0%
30158200	563000	17802	MONUMENT SIGN	15,000	15,000	6,425.05	.00	.00	8,574.95	42.8%
30158200	563000	17803	DOMNTOWN PARK	6,640,000	6,640,000	45,939.38	.00	.00	6,594,060.62	.7%
TOTAL CAPITAL IMPROVEMENTS				8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	22.0%
TOTAL CAPITAL IMPROVEMENT FUND				8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	22.0%
TOTAL EXPENSES				8,405,000	8,625,000	1,901,528.79	.00	.00	6,723,471.21	

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2016 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

ACCOUNTS FOR:	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
21604 334700 DB216 CULTURE & REC/ST	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL REVENUES	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL SPEC OBLIGATION DEBT-SER 20	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	91.7%
TOTAL REVENUES	-500,000	-500,000	-458,337.00	.00	.00	-41,663.00	



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

00000 REVENUES

20803 366005 TDC CONTRIBUTIONS -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL SPEC OBLIGATION DEBT-SER 20 -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

TOTAL REVENUES -400,000 -400,000 .00 .00 .00 -400,000.00 .0%

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2017 99

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2012 ORIGINAL APPROP REVISED BUDGET YTD EXPENDED MTD EXPENDED ENC/REQ AVAILABLE BUDGET PCT USED

51700 DEBT SERVICE PAYMENTS

20851700_571000_DB208_PRINCIPAL - D	313,289	313,289	313,289.00	.00	.00	.00	100.0%
20851700_572000_DB208_INTEREST - DE	190,908	190,908	190,907.20	.00	.00	.80	100.0%
TOTAL DEBT SERVICE PAYMENTS	504,197	504,197	504,196.20	.00	.00	.80	100.0%
TOTAL SPEC OBLIGATION DEBT-SER 20	504,197	504,197	504,196.20	.00	.00	.80	100.0%
TOTAL EXPENSES	504,197	504,197	504,196.20	.00	.00	.80	

08/17/2016 13:12  
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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT



FOR 2016 13

ACCOUNTS FOR: 207 SPEC OBLIGATION DEBT-SER 2007	ORIGINAL APPROP	TRANSERS/ ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0000 REVENUES							
20703 GRANTS/CONTRIBUTIONS							
20703 366030 MANATEE COUNTY CONTRI	0	0	0	-28,885.63	.00	28,885.63	100.0%
TOTAL GRANTS/CONTRIBUTIONS	0	0	0	-28,885.63	.00	28,885.63	100.0%
20704 CAPITAL GRANTS/CONTRIBUTIONS							
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
TOTAL CAPITAL GRANTS/CONTRIBUTIONS	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%
20705 NON GOVERNMENTAL REV CLASS							
20705 381001 INTERFUND TRANSFER IN	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%*
TOTAL NON GOVERNMENTAL REV CLASS	-610,731	0	-610,731	-305,365.50	.00	-305,365.50	50.0%
TOTAL REVENUES	-1,110,731	0	-1,110,731	-792,588.13	.00	-318,142.87	71.4%



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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P 1  
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FOR 2016 13

ACCOUNTS FOR: OBLIGATION DEBT-SER 2007  
207 SPEC

ORIGINAL APPROP TRANSFERS/ADJUSTMTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILABLE BUDGET PCT USED

00000 REVENUES

20703 GRANTS/CONTRIBUTIONS

20703 366030 MANATEE COUNTY CONTRI

TOTAL GRANTS/CONTRIBUTIONS

0 0 0 -28,885.63 .00 28,885.63 100.0%

20704 CAPITAL GRANTS/CONTRIBUTIONS

20704 334700 12301 PRO SPORTS STATE

TOTAL CAPITAL GRANTS/CONTRIBUTIONS

-500,000 0 -500,000 -458,337.00 .00 -41,663.00 91.7%\*

20705 NON GOVERNMENTAL REV CLASS

20705 381001 INTERFUND TRANSFER IN

TOTAL NON GOVERNMENTAL REV CLASS

-610,731 0 -610,731 -305,365.50 .00 -305,365.50 50.0%

TOTAL REVENUES

-1,110,731 0 -1,110,731 -792,588.13 .00 -318,142.87 71.4%



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2016 13

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2007 ORIGINAL APPROP TRANSFRS/ ADJSTMNTS REVISED BUDGET YTD ACTUAL ENCUMBRANCES AVAILBLE BUDGET PCT USED

51700 DEBT SERVICE PAYMENTS

20751700 SPEC OBLIGATION DEBT-SER 2007

20751700 571000 DB207 PRINCIPAL - D	445,000	0	445,000	332,615.64	.00	445,000.00	.0%
20751700 572000 DB207 INTEREST - DR	665,231	0	665,231	464.67	.00	332,615.36	50.0%
20751700 573000 DB207 FEES & EXP -	500	0	500	140,913.32	.00	35.33	92.9%
20751700 595400 DB207 FEES-OTHER NO	0	0	0			-140,913.32	100.0%*

TOTAL SPEC OBLIGATION DEBT-SER 2007

TOTAL DEBT SERVICE PAYMENTS

TOTAL SPEC OBLIGATION DEBT-SER 2007

TOTAL REVENUES	-1,110,731	0	-1,110,731	-792,588.13	.00	-318,142.87	
TOTAL EXPENSES	1,110,731	0	1,110,731	473,993.63	.00	636,737.37	100.0%



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

CITY OF BRADENTON  
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P 1  
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FOR 2015 13

	ORIGINAL APPROP	TRANSFRS/ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
0000 REVENUES							
20704 334700 12301 PRO SPORTS STATE	-500,000	0	-500,000	-458,337.00	.00	-41,663.00	91.7%*
20705 381001 INTERFUND TRANSFER IN	-613,431	0	-613,431	-511,192.50	.00	-102,238.50	83.3%*
TOTAL REVENUES	-1,113,431	0	-1,113,431	-969,529.50	.00	-143,901.50	87.1%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	430,000	0	430,000	.00	.00	430,000.00	.0%
20751700 572000 DB207 INTEREST - DE	682,431	0	682,431	341,215.64	.00	341,215.36	50.0%
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	464.67	.00	535.33	46.5%
TOTAL DEBT SERVICE PAYMENTS	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	30.7%
TOTAL EXPENSES	1,113,431	0	1,113,431	341,680.31	.00	771,750.69	
GRAND TOTAL	0	0	0	-627,849.19	.00	627,849.19	100.0%

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

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2014 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
0000 REVENUES							
20704 334700 12101 PRO SPORTS STATE	-500,000	0	-500,000	-500,004.00	.00	4.00	100.0%
20705 381001 INTERFUND TRANSPER TN	-609,831	0	-609,831	-609,831.00	.00	.00	100.0%
TOTAL REVENUES	-1,109,831	0	-1,109,831	-1,109,835.00	.00	4.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	410,000	0	410,000	410,000.00	.00	.00	100.0%
20751700 572000 DB207 INTEREST - DE	698,831	0	698,831	698,831.28	.00	-.28	100.0%*
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	839.67	.00	160.33	84.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	100.0%
TOTAL EXPENSES	1,109,831	0	1,109,831	1,109,670.95	.00	160.05	
GRAND TOTAL	0	0	0	-164.05	.00	164.05	100.0%

\*\* END OF REPORT = Generated by Sharon Beauchamp \*\*



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2013 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTMTS	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 344700 12301 PRO SPORTS STAFF	-500,000	0	-500,000	-500,004.00		4.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-609,052	0	-609,052	-609,052.00		.00	100.0%
TOTAL REVENUES	-1,109,052	0	-1,109,052	-1,109,056.00		4.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DB207 PRINCIPAL - D	395,000	0	395,000	395,000.00		.00	100.0%
20751700 572000 DD207 INTEREST - DE	713,052	0	713,052	713,051.28		.72	100.0%
20751700 573000 DB207 FEES & EXP -	1,000	0	1,000	.00		1,000.00	.0%
TOTAL DEBT SERVICE PAYMENTS	1,109,052	0	1,109,052	1,108,051.28		1,000.72	99.9%
TOTAL EXPENSES	1,109,052	0	1,109,052	1,108,051.28		1,000.72	100.0%
GRAND TOTAL	0	0	0	-1,004.72		1,004.72	100.0%

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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

FOR 2012 13

	ORIGINAL APPROP	TRANSFRS/ADJUSTMNTS	REVISED BUDGET	YTD ACTUAL	ENC/RPO	AVAILABLE BUDGET	PCT USED
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00000 REVENUES

20704 334700 12301 PRO SPORTS EXPARE	-500,004	0	-500,004	-500,004.00	.00	.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-612,907	0	-612,907	-612,907.00	.00	.00	100.0%

TOTAL REVENUES

TOTAL REVENUES

	-1,112,911	0	-1,112,911	-1,112,911.00	.00	.00	100.0%
	-1,112,911	0	-1,112,911	-1,112,911.00	.00	.00	100.0%

51700 DEBT SERVICE PAYMENTS

20751700 571000 DE307 PRINCIPAL - D	385,000	0	385,000	385,000.00	.00	.00	100.0%
20751700 572000 DE307 INTEREST - DE	726,911	0	726,911	726,911.28	.00	-.28	100.0%
20751700 595400 DE307 FEES-OTHER NO	1,000	0	1,000	375.00	.00	625.00	37.5%

TOTAL DEBT SERVICE PAYMENTS

TOTAL EXPENSES

GRAND TOTAL

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

	1,112,911	0	1,112,911	1,112,286.28	.00	624.72	99.9%
	1,112,911	0	1,112,911	1,112,286.28	.00	624.72	
	0	0	0	-624.72	.00	624.72	100.0%



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City of Bradenton  
YEAR-TO-DATE BUDGET REPORT

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FOR 2011 13

	ORIGINAL APPROP	TRANSRS/ADJUSTM	REVISED BUDGET	YTD ACTUAL	ENC/REQ	AVAILABLE BUDGET	PCT USED
00000 REVENUES							
20704 334700 12301 PRO SPORTS STAFF	-500,004	0	-500,004	-500,004.00		.00	100.0%
20705 381001 INTERFUND TRANSFER IN	-610,357	0	-610,357	-610,357.00		.00	100.0%
TOTAL REVENUES	-1,110,361	0	-1,110,361	-1,110,361.00		.00	100.0%
51700 DEBT SERVICE PAYMENTS							
20751700 571000 DR207 PRINCIPAL - D	370,000	0	370,000	370,000.00		.00	100.0%*
20751700 572000 DR207 INTEREST - DE	739,861	0	739,861	739,861.28		-.28	100.0%*
20751700 595400 DR207 FEES-OTHER NO	500	0	500	375.00		125.00	75.0%*
TOTAL DEBT SERVICE PAYMENTS	1,110,361	0	1,110,361	1,110,236.28		124.72	100.0%
TOTAL EXPENSES	1,110,361	0	1,110,361	1,110,236.28		124.72	
GRAND TOTAL	0	0	0	-124.72		124.72	100.0%

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

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FROM 2010 01 TO 2010 13

City of Bradenton  
FLEXIBLE PERIOD REPORT

CITY OF BRADENTON  
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PAGE 1  
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ACCOUNTS FOR: SPEC OBLIGATION DEBT-SHR 2007 ORIGINAL APPROP TRANSFRS/ADJUSTMNTS REVISED BUDGET ACTUALS ENCUMBRANCES AVAILABLE BUDGET PCT USED

00000 REVENUES

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

20705 381001 INTERFUND TRANSFER IN-GEN FUN 614,458 0 0 614,458.00 .00 -614,458.00 .0%

51700 DEBT SERVICE PAYMENTS

20751700 571000 DE207 PRINCIPAL - DEBT SHR 360,000 0 0 360,000.00 .00 -360,000.00 .0%

20751700 572000 DE207 INTEREST - DEBT SERV 752,462 0 0 752,461.28 .00 -752,461.28 .0%

20751700 595400 DE207 FEES-OTHR NON-OPERA 2,000 0 0 375.00 .00 -375.00 .0%

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17:18:48

FROM 2009 01 TO 2009 13

CITY OF BRADENTON  
FLEXIBLE PERIOD REPORT

ACCOUNTS FOR: SPEC OBLIGATION DEBT-SER 2007 ORIGINAL APPROP TRANSFERS/ ADJUSTMENTS REVISED BUDGET ACTUALS ENCUMBRANCES AVAILABLE BUDGET PCT USED

00000 REVENUES

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

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

51700 DEBT SERVICE PAYMENTS

20751700 571000 DE207 PRINCIPAL - DEBT SER 345,000 0 0 345,000.00 .00 -345,000.00 .0%

20751700 572000 DE207 INTEREST - DEBT SERV 764,536 0 0 764,536.28 .00 -764,536.28 .0%

20751700 595400 DE207 FEES-OTHER NON-OPERA 376 0 0 375.00 .00 -375.00 .0%

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

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

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION  
 582000 CAPITAL IMPROVEMENTS

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

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

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

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION

Account Number	Adjustd Estimate	Revenues	Year-to-date Revenues	Balance	Prcd Rcvd
361100-000 INTEREST EARNINGS	388,600.00	388,603.06	388,603.06	-83.06	100.02
381001-000 NON REV-INTERFUND TRANSFER 001	711,776.00	711,775.40	711,775.40	0.60	100.00
384000-000 PROCEEDS FROM DEBT ISSUANCE	18,145,300.00	18,145,236.37	18,145,236.37	63.63	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	19,245,676.00	19,245,604.83	19,245,604.83	-18.83	100.00

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

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

USE OF FUNDS - 2007  
 Pirate City/McKechnie Bond Proceeds  
 Page: 79

305 PIRATE CITY SPEC OBLIGATION-CONSTRUCTION  
 582000 CAPITAL IMPROVEMENTS

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Pct Used
582000-021 PIRATE CITY/MCKECHNIE FIELD	11,152,114.00	9,641,010.05	9,641,010.05	1,511,103.58	0.37	100.00
582000-054 FEES AND EXPENSES	135,203.00	135,202.67	135,202.67	0.00	0.33	100.00
Total CAPITAL IMPROVEMENTS	11,287,317.00	9,776,212.72	9,776,212.72	1,511,103.58	0.70	100.00
Total PIRATE CITY SPEC OBLIGATION-CONSTRUCTION	19,245,676.00	9,776,212.72	9,776,212.72	1,511,103.58	7,958,359.70	58.65



## **City of Bradenton** **McKechnie Field/Pirate City - Debt History**

---

**1987 – 1995 maturity date**

### **Florida League of Cities Loan**

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

**1995 – 2015 maturity date**

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

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

**1998 – 2008 maturity date**

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

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

**2007 – 2037 maturity date**

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

- Issued to finance capital improvements to Pirate City and McKechnie Field
- State of Florida Retained Spring Training Facilities grant revenue - \$500,000/annually toward debt service
- Advance refunded in 2016 with the Special Obligation Revenue Refunding Bond Series 2016 - \$14,280,000

**2011 – 2027 maturity date**

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

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

**2016 – 2037 maturity date**

### **Special Obligation Revenue Refunding Bond Series 2016 - \$14,280,000**

- Issued to advance refund all of the City's outstanding Special Obligation Revenue Bond Series 2007 - \$18,645,000
- Final payment of \$994,700 due September 1, 2037





*In the opinion of Nabors, Giblin & Nickerson, P.A., Bond Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions referred to herein under "TAX EXEMPTION," interest on the Series 2016 Bonds is (a) excludable from gross income for federal income tax purposes and (b) not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of a corporation's alternative minimum taxable income and may be subject to other federal income tax consequences referred to herein under "TAX EXEMPTION."*



**\$14,280,000**  
**CITY OF BRADENTON, FLORIDA**  
**SPECIAL OBLIGATION REVENUE REFUNDING BONDS,**  
**SERIES 2016**

**Dated: Date of Delivery**

**Due: September 1 (see inside cover)**

The City of Bradenton, Florida Special Obligation Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") will be issued only as fully registered bonds and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be available to purchasers in denominations of \$5,000 and any multiple thereof only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive delivery of the Series 2016 Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2016 Bond, the purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Series 2016 Bond. See "DESCRIPTION OF THE SERIES 2016 BONDS - Book-Entry Only System" herein. Interest on the Series 2016 Bonds will be payable semiannually on March 1 and September 1 of each year, commencing on September 1, 2016.

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, and other applicable provisions of law, and Resolution 16-33, adopted by the City Council of the City of Bradenton, Florida (the "City") on June 8, 2016 (the "Resolution") for the purpose of providing funds, together with other legally available funds of the City, to (i) refund the City's outstanding Special Obligation Revenue Bonds, Series 2007, and (ii) pay the costs of issuance of the Series 2016 Bonds.

The Series 2016 Bonds are subject to optional redemption prior to maturity as described herein.

The principal and interest on the Series 2016 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such term is defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Funds, to pay the principal of and interest on the Series 2016 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2016 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2016 BONDS" herein.

THE SERIES 2016 BONDS SHALL NOT BE OR CONSTITUTE GENERAL OBLIGATIONS OR INDEBTEDNESS OF THE CITY AS "BONDS" WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, BUT SHALL BE SPECIAL OBLIGATIONS OF THE CITY, PAYABLE SOLELY FROM AND SECURED BY THE PLEDGED FUNDS (INCLUDING AMOUNTS BUDGETED AND APPROPRIATED BY THE CITY FROM NON-AD VALOREM REVENUES IN ACCORDANCE WITH THE RESOLUTION), IN THE MANNER SET FORTH IN THE RESOLUTION. NO HOLDER OF ANY SERIES 2016 BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF ANY AD VALOREM TAXING POWER TO PAY SUCH SERIES 2016 BOND, OR BE ENTITLED TO PAYMENT OF SUCH SERIES 2016 BOND FROM ANY MONEYS OF THE CITY, EXCEPT FROM PLEDGED FUNDS, IN THE MANNER AND TO THE EXTENT PROVIDED IN THE RESOLUTION.

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

The Series 2016 Bonds are offered when, as and if issued and accepted by the Underwriter, subject to the approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the City by the City Attorney, William R. Lisch, Esq., Bradenton, Florida. Certain legal matters will be passed on for the Underwriter by Bryant Miller Olive P.A., Tampa, Florida. RBC Capital Markets, LLC serves as financial advisor to the City with respect to the offering of the Series 2016 Bonds. It is expected that settlement for the Series 2016 Bonds will occur through the facilities of DTC in New York, New York, on or about July 14, 2016.

**RAYMOND JAMES®**

Dated: June 15, 2016

\$14,280,000  
 CITY OF BRADENTON, FLORIDA  
 SPECIAL OBLIGATION REVENUE REFUNDING BONDS,  
 SERIES 2016

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

**\$14,280,000 Serial Bonds**

<u>Maturity</u> <u>(September 1)</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Yield</u>	<u>Initial</u> <u>CUSIP No.**</u>
2016	\$100,000	2.00%	100.178	0.63%	104178EF1
2017	455,000	3.00	102.573	0.71	104178EG9
2018	470,000	3.00	104.507	0.86	104178EH7
2019	480,000	3.00	106.116	1.01	104178EJ3
2020	495,000	3.00	107.441	1.15	104178EK0
2021	510,000	4.00	113.357	1.30	104178EL8
2022	535,000	4.00	115.031	1.43	104178EM6
2023	555,000	4.00	116.477	1.55	104178EN4
2024	575,000	4.00	117.727	1.66	104178EP9
2025	595,000	4.00	118.537	1.79	104178EQ7
2026	625,000	4.00	119.165	1.91	104178ER5
2027	650,000	5.00	126.964*	2.04	104178ES3
2028	680,000	5.00	126.337*	2.10	104178ET1
2029	715,000	4.00	114.504*	2.38	104178EU8
2030	740,000	4.00	113.732*	2.46	104178EV6
2031	770,000	4.00	113.157*	2.52	104178EW4
2032	805,000	4.00	112.680*	2.57	104178EX2
2033	835,000	4.00	112.206*	2.62	104178EY0
2034	870,000	4.00	111.923*	2.65	104178EZ7
2035	900,000	4.00	111.546*	2.69	104178FA1
2036	940,000	4.00	111.264*	2.72	104178FB9
2037	980,000	3.00	99.532	3.03	104178FC7

\* Priced to the first optional redemption date of September 1, 2026.

\*\* Neither the City nor the Underwriter is responsible for the use of the CUSIP Numbers referenced herein nor is any representation made by the City as to their correctness. The CUSIP Numbers provided herein are included solely for the convenience of the readers of this Official Statement.

**OFFICIAL STATEMENT**  
**Relating to**  
**\$14,280,000**  
**CITY OF BRADENTON, FLORIDA**  
**SPECIAL OBLIGATION REVENUE REFUNDING BONDS,**  
**SERIES 2016**

**INTRODUCTORY STATEMENT**

This Official Statement including the cover page, inside cover page and appendices, is provided by the City of Bradenton, Florida (the "City"), in order to set forth certain information regarding the City and the City's \$14,280,000 aggregate principal amount of Special Obligation Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds"), authorized by Resolution No. 16-33, adopted by the City Council (the "Council") on June 8, 2016 (the "Resolution"). This introduction is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement and should not be considered to be a complete statement of the facts material to making an informed investment decision.

The Series 2016 Bonds are being issued pursuant to the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, the Charter of the City, and other applicable provisions of law, and the Resolution. The Series 2016 Bonds need not be approved by a vote of the electors of the City.

The Series 2016 Bonds are being issued for the purpose of providing funds, together with other legally available funds of the City, to (i) refund the City's outstanding Special Obligation Revenue Bonds, Series 2007 (the "Refunded Bonds"), and (ii) pay the costs of issuance of the Series 2016 Bonds. See "PLAN OF REFUNDING" herein.

The principal of and interest on the Series 2016 Bonds are payable from and secured by a pledge of and lien upon (1) the Pledged Revenues (consisting of Retained Spring Training Franchise Sales Tax Revenues as such term is defined herein), and (2) until applied in accordance with the provisions of the Resolution, all moneys, including investments thereof, in the funds established by the Resolution, other than the Rebate Fund, all in the manner and to the extent described herein and in the Resolution (collectively, the "Pledged Funds"). The City has covenanted to appropriate in its annual budget, by amendment, if necessary, such amounts of Non-Ad Valorem Revenues (as defined herein and in the Resolution) which are not otherwise pledged, restricted or encumbered, as shall be necessary, after taking into consideration the Pledged Revenues, to pay the principal of and interest on the Series 2016 Bonds when due and all required rebate payments and to fund the Reserve Fund to the extent of any deficiencies therein. Such covenant to appropriate Non-Ad Valorem Revenues is not a pledge by the City of such Non-Ad Valorem Revenues and is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into (including the payment of debt service on bonds or other debt instruments) and also to the payment of services and programs which are for essential public purposes affecting the health, safety and welfare of the inhabitants of the City or which are legally mandated by applicable law. The City currently intends to pay debt service on the Series 2016 Bonds first with Pledged Revenues and thereafter from appropriated Non-Ad Valorem Revenues. See "SECURITY FOR THE SERIES 2016 BONDS" herein.

All capitalized terms used in this Official Statement not normally capitalized and not otherwise defined herein, shall have the same meaning as provided in the Resolution. The form of the Resolution is attached to this Official Statement as APPENDIX C. The descriptions of the Series 2016 Bonds, the documents authorizing and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from the City.

## THE CITY

The City, incorporated in 1903, is located on the west coast of Florida, in Manatee County (the "County"), approximately forty miles south of Tampa on the southern reaches of Tampa Bay. The City encompasses 14.55 square miles and has a population of approximately 52,534. The City provides a full range of services including police, fire, planning and development, water, sewer, solid waste and recycling services, as well as providing cultural and recreational facilities. For additional information concerning the City, see "APPENDIX A - General Information Regarding the City of Bradenton and Manatee County, Florida" attached hereto.

## PLAN OF REFUNDING

Pursuant to the Bond Resolution, the City has determined it to be in its best interest to refund the Refunded Bonds currently outstanding in the amount of \$14,705,000 with proceeds from the Series 2016 Bonds and other legally available moneys of the City.

Concurrently with the delivery of the Series 2016 Bonds, proceeds from the Series 2016 Bonds, together with other legally available moneys of the City, shall be deposited into an escrow deposit trust account (the "Escrow Account") pursuant to the terms and provisions of the Escrow Deposit Agreement between the City and U.S. Bank National Association, Orlando, Florida, as Escrow Agent thereunder (the "Escrow Deposit Agreement"). The moneys deposited pursuant to the Escrow Deposit Agreement shall be applied to the purchase of certain United States Treasury obligations (the "Escrow Securities") so as to produce sufficient funds to pay the principal of, and interest on the Refunded Bonds as the same become due or are earlier redeemed. The Refunded Bonds will be called for redemption on September 1, 2017 (the "Redemption Date") at a redemption price of 100% of the principal amount of such Refunded Bonds, plus accrued interest to the Redemption Date. Upon the deposit of such moneys in the Escrow Account, in the opinion of Bond Counsel, rendered in reliance upon certain mathematical computations performed by Raymond James & Associates, Inc., the Underwriter, as verified by Integrity Public Finance Consulting LLC, Jacksonville, Florida (the "Verification Agent") as described below, the Refunded Bonds shall be deemed to be paid and shall no longer be deemed to be secured by or entitled to the benefits of the Resolution pursuant to which they were issued. The Verification Agent is a wholly owned subsidiary of Bryant Miller Olive P.A. The holders of the Refunded Bonds shall be entitled to payment solely out of the moneys and Escrow Securities deposited pursuant to the Escrow Deposit Agreement. The moneys and Escrow Securities on deposit in the Escrow Fund will not be available for payment of the Series 2016 Bonds.

Upon delivery of the Series 2016 Bonds, the Verification Agent will verify the accuracy of the arithmetical computations of the adequacy of the maturing principal amount of, and interest on the Escrow Securities, together with any uninvested amounts, to be held in the Escrow Account to pay the

principal and interest on the Refunded Bonds on the Redemption Date, and the "yield" on the Series 2016 Bonds and on the Escrow Securities considered by Bond Counsel in connection with its opinion that the Series 2016 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code, as amended. See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein.

In reliance upon the above-referenced schedules, at the time of delivery of the Series 2016 Bonds, Bond Counsel will deliver to the Underwriter and the City an opinion to the effect that all covenants, agreements and other obligations of the City to the holders of the Refunded Bonds have ceased, terminated and become void and are discharged and satisfied.

APPROVED 12/28/06

LEASE AND OPERATING AGREEMENT

BY AND BETWEEN

PITTSBURGH ASSOCIATES

AND

THE CITY OF BRADENTON

DATED AS OF DECEMBER 28, 2006

EXCERPT FROM 12/28/06

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 LEASE .....	1
Section 1.1    Defined Terms .....	1
Section 1.2    Construction of Terms .....	8
ARTICLE 2 TERM.....	9
Section 2.1    Grant .....	9
Section 2.2    Lease Term.....	9
Section 2.3    Extension Terms .....	9
ARTICLE 3 FINANCIAL MATTERS .....	9
Section 3.1    Rent .....	9
Section 3.2    Real Estate and Personal Property Tax.....	9
ARTICLE 4 USE AND OWNERSHIP OF PREMISES .....	10
Section 4.1    Suitability for Use.....	10
Section 4.2    Team's Permitted Uses.....	10
Section 4.3    Ownership of Project .....	10
Section 4.4    City Events.....	10
Section 4.5    Assignment of Warranties.....	11
Section 4.6    Parking.....	11
Section 4.7    Eminent Domain.....	11
ARTICLE 5 SURRENDER.....	12
Section 5.1    Surrender of the Complex.....	12
ARTICLE 6 OPERATIONS.....	12
Section 6.1    Team's Covenants.....	12
Section 6.2    City Covenants.....	13
Section 6.3    Team's Revenues.....	13
Section 6.4    Naming Rights.....	13
Section 6.5    Advertising.....	14
Section 6.6    Broadcast Rights.....	14
Section 6.7    Communication System.....	14
Section 6.8    Royalty Free License.....	14
Section 6.9    Suites, Club Seats and Personal Seat Licenses .....	14
Section 6.10   Operation of Concessions.....	15
Section 6.11   Utilities.....	16
ARTICLE 7 REPAIRS, MAINTENANCE AND ALTERATIONS.....	16
Section 7.1    Team's Covenants.....	16
Section 7.2    Capital Repair Work.....	16
Section 7.3    Capital Reserve Fund.....	16
Section 7.4    Performance of Capital Repair Work.....	17
Section 7.5    Emergency Repairs.....	18



Section 7.6	Title to Alterations and Capital Repair Work.....	18
Section 7.7	Alterations.....	18
Section 7.8	Liens.....	18
Section 7.9	Performance.....	18
ARTICLE 8 INDEMNIFICATION.....		19
Section 8.1	Indemnification and Payment of Damages by Team.....	19
Section 8.2	Indemnification and Payment of Damages by City.....	19
ARTICLE 9 INSURANCE; RESTORATION.....		20
Section 9.1	Maintenance of Insurance.....	20
Section 9.2	Failure to Maintain Insurance.....	20
Section 9.3	Waiver of Recovery.....	21
Section 9.4	Restoration.....	21
ARTICLE 10 DEFAULT AND REMEDIES.....		22
Section 10.1	Events of Default.....	22
Section 10.2	Injunctive Relief; Specific Performance.....	23
Section 10.3	Remedies Cumulative; Waiver.....	23
Section 10.4	Waiver of Consequential, Special and Punitive Damages.....	23
ARTICLE 11 REPRESENTATIONS AND WARRANTIES.....		24
Section 11.1	Representations and Warranties of City.....	24
Section 11.2	Representations and Warranties of Team.....	25
ARTICLE 12 26		
TERMINATION OF EXISTING LEASE.....		26
ARTICLE 13 MISCELLANEOUS.....		26
Section 13.1	Recording of the Lease.....	26
Section 13.2	Additional Documents and Approval.....	27
Section 13.3	Good Faith.....	27
Section 13.4	Form of Notices; Addresses.....	28
Section 13.5	Force Majeure.....	28
Section 13.6	Calculation of Time.....	29
Section 13.7	Time is of the Essence.....	29
Section 13.8	Incorporation by Reference.....	29
Section 13.9	Entire Agreement.....	29
Section 13.10	Amendment.....	29
Section 13.11	Binding Effect; Assignment.....	29
Section 13.12	Headings.....	30
Section 13.13	No Presumption Against Drafter.....	30
Section 13.14	Severability.....	30
Section 13.15	Third Party Beneficiaries.....	30
Section 13.16	Governing Law.....	30
Section 13.17	Counterparts.....	30

Section 13.18 Relationship of Parties .....30  
Section 13.19 Dispute Resolution.....30  
Section 13.20 Nondiscrimination.....31  
Section 13.21 Quiet Enjoyment.....31  
Section 13.22 Estoppel Certificate.....31

## LEASE AND OPERATING AGREEMENT

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

### RECITALS:

- A. The City owns McKechnie Field (as defined below) and Pirate City (as defined below).
- B. The Team owns and operates a major league professional baseball team known as the Pittsburgh Pirates and is affiliated with minor league professional baseball teams in various cities throughout the United States.
- C. The Team has been using McKechnie Field and Pirate City pursuant to the Existing Lease (as defined herein).
- D. The City and the Team desire to terminate the Existing Lease and to enter into this Lease so that the Team can continue to use McKechnie Field and Pirate City as a spring training site and for other purposes on the terms and conditions contained herein.
- E. It is in the City's best interest to enter into this Lease because of the substantial revenues that will be earned by the City's residents and businesses from the sale of goods and services necessary to supply the personnel engaged in the activities of the Team, because of the substantial tourist business such activities will attract and because of the substantial publicity and goodwill that the City will receive in the cities whose baseball teams are training in the City.

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

### ARTICLE 1 LEASE

#### Section 1.1 Defined Terms.

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

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

other forms of virtual signage; sponsor-identified projected images; advertising on or in schedules, admission tickets, and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by Concessionaire or personnel engaged in the operation of any Event; and logo, slogan or other forms of advertising affixed to or included with cups, hats, T-shirts; advertising of Concessions; advertising through Broadcast Rights; and other Concessions, promotional or premium items.

"Advertising Rights" shall mean the right to display, control, conduct, lease, permit, sell and enter into agreements regarding the display of all Advertising in the Complex.

"Affiliate" of a specified Person shall mean any corporation, partnership, limited liability company, sole proprietorship or other Person that directly or indirectly, through one or more intermediaries controls, is controlled by or is under common control with the Person specified. The term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person.

"Alterations" shall mean any alteration, addition, modification or improvement to the Complex that does not constitute Capital Repair Work.

"Appurtenant Property Rights" shall mean all air rights and easements necessary for the efficient operation of the Complex in a manner consistent with a first-class MLB spring training facility including any permanent easements for Utilities, parking, ingress, egress, air and light that benefit the Complex identified on Exhibit 1.

"Architect" shall mean Fawley Bryant Architects, Inc. or any other design professional designated by the parties to perform work in connection with this Lease.

"Broadcast Rights" shall mean the rights and other fees and arrangements relating to the production and distribution of the Events for commercial televisions, noncommercial televisions (by over-the-air, cable or otherwise), internet and other interactive media, and any other media hereinafter available whether or not within the current contemplation of the Parties, including direct sales of Advertising by the Team, radio broadcast or any other media fees and revenues, and any income attributable to such broadcasts (whether in or out of the local market).

"Capital Reserve Fund" shall mean the account established, pursuant to the terms of Section 7.3 hereof for the purpose of funding Capital Repair Work.

"Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Complex that are reasonably necessary to keep the facilities and amenities of the Complex in good repair and sound condition and the cost of which may properly be capitalized under GAAP as a capital expenditure; (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation and the structural integrity of the Complex, and preserve its usefulness for the purposes for which it is being leased hereunder; and (c) repairs or replacements with an estimated cost in excess of \$100,000 subject to annual CPI increases;

"Capital Repair Plans" shall mean the drawings and specifications and other documents that clearly delineate the work to be performed in completing Capital Repair Work.

"City" shall mean the City of Bradenton, Florida.

"City Event" shall mean an event at the Complex that (a) is sponsored by the City or any entity other than the Team and (b) is scheduled with the approval of the Team in accordance with Section 4.4 hereof.

"City Event Specific Concessions" shall have the meaning set forth in Section 6.10(b) hereof.

"City Indemnified Persons" shall mean the City and its board members, officers, employees and agents.

"Claim" shall mean any claim, demand or dispute between the Parties relating to this Lease.

"Commencement Date" shall mean the date of substantial completion, upon which the work related to the construction of the Complex is essentially and satisfactorily complete in accordance with the Final Design and related documents, such that the Complex is ready for opening to the general public and full occupancy or use by the Team. A minor amount of work, as determined by and at the discretion of the Team, such as installation of minor accessories or items, a minor amount of painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of substantial completion. In no event shall substantial completion be deemed to have occurred unless such certificates required by all Laws for opening of the Complex to the general public have been issued to the Team.

"Communication System" shall mean the internal broadcasting system at the Complex, including public address system, scoreboards, game clocks, televisions, matrix boards, loudspeaker systems, public address systems, timers, clocks, message centers (including electronic message boards), video screens, signs, marquees and any other facilities within the Complex designed to communicate with spectators at Events (and all control rooms and equipment rooms for the same).

"Complex" shall mean McKechnie Field and Pirate City.

"Concessionaire" shall have the meaning set forth in Section 6.10(a) hereof.

"Concession Operations" shall mean the exercise and operation of all Concession Rights at the Complex.

"Concession Rights" shall mean, collectively, the right to sell, display, distribute and store Concessions and to conduct catering and banquet sales and service (including catering service with respect to Suites, private clubs and party areas).

"Concessions" shall mean all food and beverages, novelties and merchandise, or other such products sold by the designated Concessionaire at the Complex.

"Contractor" shall mean NDC Construction Company or any other Contractor designated by the parties to perform services in connection with this Lease.

"County" shall mean the County of Manatee, State of Florida.

"CPI Increases" shall mean increases, calculated from January 1 of the calendar year in which the Commencement Date occurs to such date as may be relevant, in the index known as the United States Department of Labor Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, United States City Average, All items (1982-84=100) (the "CPI") or the successor index that most closely approximates the CPI as agreed to by the City and the Team.

"Damages" shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.

"Development Agreement" shall mean that certain Development Agreement between the Team and the City of even date herewith.

"Emergency Repairs" shall mean any repairs, maintenance, modifications or improvements, which, if not immediately made, would endanger the health and safety of the people working in or attending an Event in the Complex, would cause imminent damage to any significant component of the Complex, or would render the Complex, or any material portion of its mechanical, electrical or plumbing systems or other significant component thereof, unusable for previously scheduled Events.

"Event" shall mean City Events and Team Events at the Complex.

"Event of Default" shall have the meaning set forth in Article 10 hereof.

"Existing Lease" shall mean that certain Amended and Restated Agreement and Lease, by and between the City and the Team, dated August 14, 1991, together with the amendments dated February 3, 1992, June 23, 1992, and May 14, 1998, and any other amendments or supplements thereto executed by the Parties prior to the Effective Date.

"Expiration Date" shall mean the date that is the last day of the Initial Term.

"Extension Terms" shall mean any extension terms beyond the Initial Term as provided in Section 2.3 hereof.

"Final Design" shall mean the design of the Complex reflected in Construction Drawings and Specifications, as defined in the Development Agreement.

"Force Majeure" shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action, material shortages, work stoppages (including any strike, boycott, labor dispute or other work stoppage) or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes

such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

"GAAP" shall mean generally accepted accounting principles set forth in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as may be in general use (such as GASB) by significant segments of the accounting profession, which are applicable to the circumstance as of the date of determination.

"Government Securities" shall mean (a) any bonds or other obligations of the United States of America which, as to principal and interest, constitute direct obligations of or are guaranteed by the United States of America for the full and timely payments thereof; (b) any bonds, debentures, participation certificates, notes or other obligations of any agency or other corporation which had been or may hereafter be created by or pursuant to an act of Congress of the United States as an agency or instrumentality thereof, the bonds, debentures, participation certificates, notes or other obligations of which are unconditionally guaranteed by the United States of America as to full and timely payment of the principal of and interest thereon; and (c) any certificates or other evidences of a direct ownership interest in obligations of the character described in clauses (a) and (b) hereof or in consisting solely of the principal thereof or solely of the interest thereon, which certificates or other evidences are maintained in the records of the Federal Reserve and are held by a custodian, provided that Government Securities shall not include any unit investment trusts, money market mutual funds, or other mutual funds.

"Governmental Authority" shall mean any federal, state, county, city, local or other government or political subdivision or any agency, authority, board, bureau, commission, department or instrumentality thereof.

"Hazardous Materials" shall mean any hazardous substance, pollutant or contaminant as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. §§ 9601 *et seq.*), or the regulations promulgated thereunder; (b) any hazardous waste or hazardous substance as defined or regulated by applicable state or local statutes, laws, ordinances, rules or regulations; (c) any substance containing petroleum, as that term is defined in section 9001(8) of the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6991(8)) or in 40 C.F.R. § 280.1; or (d) any other substance for which any governmental entity with jurisdiction over the Complex requires special handling in its storage, treatment or disposal.

"Initial Term" shall mean the time period beginning on the Commencement Date and ending on October 31 of the year in which the thirtieth (30th) full Season following the Commencement Date is concluded.

"Laws" any law, statute, code, ordinance, rule, regulation or constitutional or charter provision, duly enacted or adopted by any Governmental Authority.

"Lease" shall mean this Lease and Operating Agreement by and between the City and the Team.

"Lease Term" shall mean the Initial Term and the Extension Terms, if any.

"Lease Year" shall mean each period of twelve (12) months occurring during the Lease Term, beginning on the Commencement Date; provided, that if the Commencement Date is January 1, then the first Lease Year shall be the partial calendar year from the Commencement Date to November 1<sup>st</sup> and all subsequent Lease Years shall commence on the first day of January.

"Legal Requirements" shall mean all present and future Laws (including environmental Laws) applicable to the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Complex.

"Major League Baseball" or "MLB" shall mean, collectively, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Major League Baseball clubs, the Ownership Committee of Baseball, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional baseball in a manner comparable to Major League Baseball.

"Manage" or "Management" shall mean manage, coordinate, control, operate and supervise the conduct and operation of the ordinary and usual business and affairs pertaining to or necessary for the proper operation, maintenance and management of the Complex, all in accordance with the terms and provisions of this Lease.

"City's Suite" shall mean that Suite, identified in the Final Design, that shall be licensed to the City for access and use by the City for all Events and City functions and business.

"McKechnie Field" shall mean the baseball complex located at 1601 9th Street West, Bradenton, Florida, commonly known as McKechnie Field, including the land, the stadium and grandstands, press box, Concessions, the baseball playing field, batting cages, the clubhouses and locker room facilities, offices, restroom facilities, parking areas, roads, walkways, all fixtures and nonmoveable equipment affixed thereto or located thereat, all as set forth in the Final Design, and any improvements made to the foregoing from time to time pursuant to this Agreement or otherwise.

"MLB Rules and Regulations" shall mean, collectively, the Major League Agreement, the Major League Constitution, the Major League Rules, and any other rules, guidelines, regulations or requirements of the Office of the Commissioner of Baseball, the Commissioner, Major League Baseball Enterprises, Inc., Major League Baseball Properties, the Ownership Committee of Baseball, and/or any other Person appointed by any of the foregoing that are generally applicable to MLB clubs, as applicable, all as the same now exist or may be amended or adopted in the future.

"Naming Rights" shall mean the sole and exclusive right to grant the privilege to, or to sell to, any third party or parties the right to name and rename all, or separately name and rename any portions, of the Complex (and to retain the proceeds therefrom).

"Operating Expenses" shall mean all necessary expenses incurred by the Team in connection with the Management of the Complex and the performance of its duties hereunder,



including Utility costs, (excluding reclaimed water), insurance costs and, to the extent applicable, Real and Personal Property Taxes and costs of Routine Maintenance.

"Parties" shall mean the City and the Team.

"Permits" shall mean any permit, license or approval to be issued by any Person, including required permits for the operation of the Complex or for the installation, alteration or repair of any improvements related in any manner to the Complex.

"Permitted Encumbrances" shall mean easements and other similar matters of record that are listed in Exhibit 4 hereto.

"Person" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.

"Pirate City" shall mean the baseball facilities located at 27th Street East and 18th Street East, Bradenton, Florida, commonly known as the Pirate City Baseball Training Facility, adjacent to and including the dormitory, which facilities include four baseball playing fields with fencing, a half field, a combination field maintenance building and observation tower, a clubhouse and locker room facilities, all-purpose room, related facilities and any improvements made to the foregoing from time to time pursuant to this Agreement or otherwise.

"Prime Rate" shall mean that rate of interest published from time to time in the Money Rates column of The Wall Street Journal as the "Prime Rate" or "Prime Interest Rate."

"Real and Personal Property Taxes" shall mean all real estate taxes, personal property taxes, assessments and other governmental levies and charges, general and special, ordinary and extraordinary, of any kind or nature, lawfully levied or assessed by federal, state, County or municipal government, upon or with respect to the Complex and any and all other improvements hereafter constituting a part of the Complex, any tax on the Team's rights hereunder in the nature of a leasehold tax, or any taxes in lieu thereof.

"Restoration Fund" shall mean such fund as the Team shall establish to hold and disburse insurance proceeds.

"Routine Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Complex in good order and repair that is of a routine, regular and predictable nature, and (b) keep the Complex clean and free of debris. Routine Maintenance shall not include Capital Repair Work. Routine Maintenance shall include the following:

- (1) performing all preventative or routine maintenance that is stipulated in operating manuals for the equipment as regular, periodic maintenance procedures;
- (2) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing of air filters;

(3) groundskeeping and maintenance of the surface of the field, including mowing, seeding, fertilizing, marking lines, installing and removing bases and the pitcher's mound and minor repatching of sod;

(4) changing of standard, isolated light bulbs, fuses and circuit-breakers as they burn out;

(5) cleaning all portions of the Complex immediately after each Event;

(6) touch-up painting; and

(7) readying the playing field each Lease Year for the upcoming Season.

"Site Plan" shall mean the site plan attached hereto as Exhibit 2.

"Suite Revenues" shall mean all revenue generated by the subleasing or sublicensing of the Suites.

"Suites" shall mean the private suites at McKechnie Field identified in the Final Design.

"Team Agents" shall mean the Team's subtenants, invitees, licensees, Concessionaire, partners, members, shareholders, directors, governors, officers, employees and agents, and their respective successors and assigns.

"Team Event" shall mean all events at the Complex scheduled by the Team, including MLB exhibition games, public assemblies, the holding of athletic contests and exhibitions, sporting events and tournaments, conventions, musical and dramatic performances and other business, social, cultural, scientific and recreational events, as is an appropriate use of the Complex in the sound judgment of the Team.

"Team Indemnified Persons" shall mean the Team and its partners, members, shareholders, directors, governors, officers, employees and agents.

"Utilities" shall mean heat, water and sewer, gas, electricity, telephone, cable communications and other Utilities serving the Complex.

#### Section 1.2 Construction of Terms.

As the context of this Lease may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word "including" or any variation thereof, is used herein, it shall mean "including, without limitation" and shall be construed as a term of illustration, not a term of limitation. Wherever the word "or" is used herein, it shall mean "and/or".

ARTICLE 2  
TERM

Section 2.1 Grant.

Subject to the terms, conditions and provisions of this Lease, the City hereby leases to the Team, and the Team hereby leases from the City, the entire Complex. The Team shall have sole and exclusive possession of the Complex, subject to the right of the City to enter thereon pursuant to this Lease. The Team is hereby granted full use of all Appurtenant Property Rights, subject to the terms and conditions thereof.

Section 2.2 Lease Term.

The Initial Term shall continue through the Expiration Date, unless extended pursuant to Section 2.3 hereof or otherwise terminated in accordance with the provisions of this Lease. When the Commencement Date is established, the Parties shall execute and deliver an "Acknowledgment of Commencement Date" in the form attached to this Lease as Exhibit 3.

Section 2.3 Extension Terms.

Provided that no Event of Default by the Team shall have occurred and be continuing under this Lease, the Team shall have the right to extend the term of this Lease for up to two (2) additional and consecutive renewal periods of five (5) years each (if exercised, each five year period being referred to as an "Extension Term"). To extend the term of this Lease for an Extension Term, the Team must give written notice to the City not later than twelve (12) months prior to the expiration of the Initial Term or each Extension Term, as the case may be (the "Extension Date(s)"). If the Team fails to properly provide such notice on or before the Extension Date then, at the end of the Initial Term or the applicable Extension Term, as the case may be, this Lease shall expire. The City may, after receipt of notice from the Team of its desire to extend the Term of this Lease, decline to extend the Term if it provides notice to the Team within thirty (30) days after receipt of the Team's request that it is declining the request. Any Renewal Term shall follow the same terms and conditions as set forth herein for the Initial Term.

ARTICLE 3  
FINANCIAL MATTERS

Section 3.1 Rent.

During the Initial Term, the Team shall not pay rent, but shall be responsible for Routine Maintenance and Operating Expenses as set forth in this Lease.

Section 3.2 Real Estate and Personal Property Tax.

The parties acknowledge that the complex is not exempt from real property ad valorem taxes. The City shall be responsible for payment of all real property ad valorem taxes and any personal property ad valorem taxes levied on personal property owned by it. The parties agree that the Team shall assist, when reasonably possible, the City in any efforts that the City may take to reduce or eliminate real property ad valorem taxes on the complex including supporting

the passage of legislation or transfer of title, provided any such legislation or transfer of title does not effect either parties' rights or responsibilities nor shall the Team be required to expend any funds in assisting the City.

#### ARTICLE 4 USE AND OWNERSHIP OF PREMISES

##### Section 4.1 Suitability for Use.

Acceptance by the Team of the Complex shall, for all purposes of this Lease, establish that the Complex is in all respects fit for their intended purpose and suitable for use as of the Commencement Date.

##### Section 4.2 Team's Permitted Uses.

Acceptance by the Team of the Complex shall, for all purposes of this Lease, establish that the Complex is in all respects fit for its intended purpose and suitable for use as of the Commencement Date. Subject to the City's right to engage in and conduct City Events, the Team shall have the exclusive right to use, occupy and operate the Complex for any lawful purpose, including the spring training games, holding of athletic contests and exhibitions, sporting events and tournaments, winter instruction league, summer rookie league, storage of personal property, conventions, musical and dramatic performances and other business, social cultural, scientific and recreational events, as is an appropriate use of the Complex in the sole discretion of the Team.

##### Section 4.3 Ownership of Project.

The City shall own the Complex. All other fixtures, furnishings and equipment that are paid for by the Team shall be owned by the Team.

##### Section 4.4 City Events.

(a) Scheduling. City Events shall only be scheduled on dates approved by the Team in its sole discretion and the City shall provide not less than sixty (60) days' written notice to the Team of dates on which it desires to schedule City Events. Such notice shall include the date, time and length of the event and a general description of the event. The City Event shall have use of such areas within the Complex as are reasonably necessary for the event and on such terms and conditions as apply to other similar uses of the Complex. City Events may not be scheduled on dates previously scheduled by the Team, and City Events shall be moved to another date upon not less than ten (10) days' prior written notice of the Team if the Complex is required for a Team Event or such shorter notice due to re-scheduling an MLB exhibition game due to weather. MLB exhibition games shall have absolute priority for use of the Complex. No City Event shall be permitted that will, in the reasonable judgment of the Team, result in damage to, or unreasonable use of the Complex, including the playing surface of the McKechnie Field. In determining whether to cancel any City Event, the Team shall consider (i) the intensity of the proposed use with respect to its potential adverse impact on the playing surface of the Complex and (ii) the timing of such City Event with respect to the date of the next MLB exhibition game.

(b) Fees. The Team shall not charge the City any rental or other fee for use of the Complex for an City Event, but the City shall reimburse the Team for the costs incurred by the Team to perform (i) Routine Maintenance and (ii) repairs of damage to the Complex not covered by insurance required by this Lease to be maintained by the Team and attributable to the use of the Complex for each City Event. Payments due to the Team for the foregoing expenses shall be made within thirty (30) days after submission of an invoice by the Team to the City stating in detail such expenses. The City shall comply with the rules and regulations developed by Team with respect to the Complex and shall carry, and provide to the Team evidence of, liability insurance naming the Team as an additional insured with respect to any such City Event with coverages and limits as are appropriate for the event in question but in no event less than \$1,000,000 per claim and \$2,000,000 annual aggregate.

(c) Disaster Staging Uses. The City may, in each instance of actual or imminently threatened natural disaster, use the Complex as a staging area for disaster preparations, response or other related uses ("Disaster Staging Uses"), provided that (i) there will not be any cost to the Pirates and (ii) the City will immediately restore any resulting damage to the playing fields or any other element of the leased premises caused as a result of the Disaster Staging Use. The City shall not be responsible to the Pirates for any loss of revenue or consequential damages resulting from the Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the complex to the Pirates immediately following the end of the disaster.

#### Section 4.5 Assignment of Warranties.

The Team shall have the benefit of all warranties relating to construction and renovation, and to fixtures, machinery and equipment installed in the Complex that are made and delivered by either (a) the Person or Persons constructing and renovating the Complex or (b) any manufacturer of any fixtures, machinery or equipment, and the City hereby assigns and transfers, to the fullest extent assignable and transferable to the Team, during the Lease Term, all of its right, title and interest in and to all such warranties. If not assigned, then the City shall cooperate with the Team in the enforcing of such warranties.

#### Section 4.6 Parking.

The City shall provide, without charge, parking space at the Pirate City for the Team's players, the Team's staff, and other personnel and for all radio, television and press personnel. The City shall provide, without charge, parking space for a minimum of two buses at McKechnie Field. The City shall also provide for such uses parking spaces at McKechnie Field for spring training games, which spaces shall be located directly behind right field of McKechnie Field near the existing retention pond and shall be accessible from 17<sup>th</sup> Avenue West.

#### Section 4.7 Eminent Domain.

In the event of any taking or condemnation in the exercise of the power of eminent domain of all or a material portion of the Complex (materiality being determined by the effect on the Team's operation, use and enjoyment of the Complex), the Team shall have the option to terminate this Lease and shall be entitled to its proportionate share (as lessee hereunder) of any

award or compensation in respect of such taking or condemnation. The Team shall be entitled to assert claims that it might have against the condemning authority for relocation expenses, the value of fixtures and improvements affixed or made by the Team to the Complex and any other payments lawfully due to the Team.

## ARTICLE 5 SURRENDER

### Section 5.1 Surrender of the Complex.

(a) General. Upon the expiration or termination of this Lease (by lapse of time or otherwise), the Team shall peaceably deliver up and surrender the Complex to the City in good order and repair, normal ordinary wear and tear and damage by insured casualty excepted; provided, however, that nothing contained herein shall be construed as an obligation by the Team to repair the Complex prior to such surrender except to the extent that such obligations are specifically imposed upon the Team hereunder. The Team shall surrender to the City all keys for the Complex at the place then fixed for the receipt of notices by the City, and shall notify the City in writing of all combinations of locks, safes and vaults, if any. The Team's obligations to observe and perform the covenants set forth in this Section shall survive the expiration or earlier termination of this Lease (by lapse of time or otherwise).

(b) Team's Trade Fixtures. Upon the expiration or termination of this Lease (by lapse of time or otherwise), the Team may remove all fixtures, equipment and furniture that were paid for by the Team and, in such event, repair any damage caused to the Complex due to the removal of such property at the Team's expense. If the Team fails to remove such property within six (6) months after the expiration or earlier termination of the Lease, such property shall be deemed abandoned. The City may, at its option, (i) cause that property to be removed at no expense to the Team, (ii) sell all or any part of such property at public or private sale, without notice to the Team; or (iii) declare that title to such property shall be deemed to have passed to the City.

## ARTICLE 6 OPERATIONS

### Section 6.1 Team's Covenants.

(a) Operations. The Team shall have sole responsibility for the operation, direction, management and supervision of the Complex and its staff, subject, however, to the terms of this Lease and rights expressly reserved to the City hereunder. The Team shall have the exclusive right and shall be solely responsible for Management of the Complex. The Team shall have such Management rights and responsibilities and shall provide, perform and take, or cause to be provided, performed or taken, all such applicable Management services and actions customarily performed or taken by managers or operators of MLB spring training facilities and as are reasonably necessary or advisable to operate and maintain the Complex as a MLB spring training facility (based on its age and utility) in accordance with the terms and provisions of this Agreement.

(b) MLB Exhibition Games. The Team shall schedule and play no less than 10 MLB exhibition games at McKechnie Field during each Season, unless otherwise required by MLB Rules and Regulations.

(c) Maintenance and Repair. At all times during the Lease Term, the Team shall perform all Routine Maintenance and comply with all other obligations relating to the Management of the Complex as are required by this Lease. If the Team, in its sole discretion, decides to finance the cost of any replacement or renewal of equipment, machinery, furniture or furnishings at the Complex, then the City shall cooperate with the Team in all reasonable respects in the obtaining such financing and shall execute any documents or releases or renewals to have a valid first lien or security interest in such replacement or renewal; provided, however, that the Team shall be solely liable and shall promptly pay all amounts due under any financing arrangement and the City shall have no responsibility with respect thereto.

#### Section 6.2 City Covenants.

(a) Liquor Licenses. The City shall cooperate with the Team to obtain all liquor licenses that are reasonably requested by the Team for the Complex. These licenses are in addition to the number authorized by Law and shall be issued in the name of the Team.

#### Section 6.3 Team's Revenues.

The Team shall have the sole and exclusive right to receive and retain all revenues of every kind and description, except for City Events (less operating expenses incurred by the Team in connection with the Event) whether from means now existing or developed in the future, and whether or not in the current contemplation of the Parties, arising from or relating to the use, occupancy, operation or existence of and from the Complex, including revenue from the sale of admission tickets (net of any applicable taxes or impositions), Broadcast Rights, Advertising Rights, Advertising, Concessions, ticket operations, Communication System, Suite revenues, club seat revenues, seat licensing revenues, memberships, Complex tours, Naming Rights, retail areas, and the Team's revenues under any parking agreements.

#### Section 6.4 Naming Rights.

(a) Team's Rights. The Team shall have the sole and exclusive right to all Naming Rights for the Complex, provided that (i) the term during which any such name shall apply shall expire no later than the expiration of the Lease Term (whether on its scheduled termination date or by earlier exercise of any termination rights in this Lease), (ii) the Team shall not permit any name to be given to the Complex or any portion thereof that would be in violation of any Law, and (iii) before agreeing to any Naming Rights Agreement to McKechnie Field that takes McKechnie Field out of the name, the Team shall give reasonable notice to the City and the City must consent to the change which consent shall not be unreasonably withheld. No name shall be used which is inconsistent with a wholesome public image for the Complex.

(b) City's Responsibilities. The City shall exclusively use the name(s) given to all or any part or parts of the Complex in accordance with the terms of this Section in all correspondence, communications, Advertising and promotion it or they may undertake with

respect to the Complex, including in connection with the promotion of City Events subsequent to receipt of written notice from the Team of the determination of such name.

#### Section 6.5 Advertising.

(a) Team's Rights to Advertising. The Team shall have the sole and exclusive right to exercise all Advertising Rights within the Complex and on the Communication Systems and to receive all revenues from all Advertising in, on, from or with respect to such areas and facilities for all Events. Notwithstanding the above, the Team agrees that the City will have a sign at McKechnie Field in its current or at an equivalent location as determined by Team. It is further agreed that City shall receive, at no cost, the radio spots and ad space in the Team's On-Deck publication equivalent to the Existing Lease.

(b) "Blocking" and "Insertion" Technology. To the extent that any City Event is broadcast or transmitted by any means of video, television, internet or similar technology, the license agreement shall provide that, during such broadcast or transmission of such City Event, the City shall prevent the use of any so called "blocking" technology (whereby any Advertising located in the Complex may be obscured, altered or replaced) or "insertion" or "virtual advertising" technology (whereby Advertising not actually present at the Complex shall be inserted into and as part of any broadcast or transmission) as part of any broadcast or transmission of a City Event.

#### Section 6.6 Broadcast Rights.

The Team shall have the sole and exclusive right to, and to authorize and license others to, exercise Broadcast Rights with respect to all Events and to retain all revenues derived therefrom. The City hereby grants to the Team (if and then only to the extent that the City has rights therein or thereto) an exclusive, royalty-free license, to include in any Broadcast Rights (or fixation thereof) exercised, with respect to any Event, any likeness, image, sound or such other item visible or available in the Complex from time to time.

#### Section 6.7 Communication System.

The Team shall have sole and exclusive control of and over the Communication System at the Complex and the sole and exclusive right to retain all revenues therefrom.

#### Section 6.8 Royalty Free License.

The City hereby grants to the Team an exclusive (subject to the rights of the City as specifically set forth in this Agreement), royalty free license to make any lawful use of the name, identity and image of all or part or parts of the Complex and immediately adjacent areas to the Complex and to retain all revenues therefrom.

#### Section 6.9 Suites, Club Seats, Personal Seat Licenses and Tickets.

(a) Team's Rights to Suites. Subject to Section 6.9(b) hereof, the Team shall have the sole and exclusive right to sublease or sublicense any or all of the Suites to third parties for all Events and to retain all revenues therefrom as the Team shall determine in return for the users'



payment of licensing or use fees, upon such written terms and conditions as are determined by the Team (provided that any such sublease or sublicense agreement shall not extend past the expiration of the Lease Term). Any subtenant or sublicensee of a Suite shall be obligated to obtain admission tickets to the Suites for all Events for which it wishes to use the Suite. All Suite Revenues shall be paid to and retained by the Team. As between the City and the Team, the Team shall have the sole and exclusive responsibility for marketing, leasing, operating, maintaining and performing Routine Maintenance on or to the Suites and the Suite equipment, furnishings and fixtures, and paying the costs of all Utilities used or consumed in connection with the use of the Suites; provided, however, that the Team may require its subtenants and sublicensees to pay all or any portion of the foregoing costs.

(b) City's Suite. Notwithstanding anything contained herein to the contrary, the Team shall furnish to the City, for no consideration or rent therefor, the City's Suite. The City shall be responsible to pay, with respect to the City's Suite, food, beverage, and other variable costs typically paid separately by suiteholders, and all maintenance, repair and cleaning costs associated with the City's Suite, and for Team Events (excluding MLB exhibition games), the costs of tickets for said Team Events, and shall hold the Team harmless to the same extent as other suiteholders for such other events or occurrences with respect to the City's Suite and the conduct of invitees to the City's Suite. The City agrees to execute and deliver to the Team a suite license agreement consistent with the foregoing.

(c) Club Seats. The Team shall have the sole and exclusive right to sell licenses for the use of club seats, charter seats or premium seating for all Events. All revenue generated by the licensing or rental of the club seats shall be paid to and retained by the Team.

(d) Tickets. The Team agrees to make available for purchase 4 tickets to the National League Championship Series and 4 tickets to the World Series in any season of this Lease in which Team participates in such post-season games.

#### Section 6.10 Operation of Concessions.

(a) Team's Rights. The Team shall have the sole and exclusive right and responsibility to exercise, and retain all revenues from the exercise of, Concession Rights and the sole and exclusive right and responsibility to manage the Concession Operations, including the right and responsibility to (i) from time to time select and contract with one or more Concessionaires or itself act as such Concessionaire (any such Person or tenant when so acting, being herein referred to as a "Concessionaire") to operate and be responsible for all Concession Operations; (ii) to administer any such Concession agreements, and to retain all associated revenue; (iii) determine the types, brands and marketing of all products sold within the Complex, and the prices to be charged for such items. Team will take into account any concerns expressed by City about local preferences so long as City gives Club reasonable notice of said concerns.; and (iv) determine the location of Concession Operations. Any Concession agreements entered into by the Team and any other Concessionaire shall be for such duration as the Team shall determine (but which, in the aggregate, will ensure Concession Operations during the Lease Term, but shall terminate not later than the termination of this Lease).

(b) City Events. Without limiting the exclusivity of the Team's rights under this Lease, the Concession agreements shall provide that the City shall have the right (using Concessionaire if the Team shall so require) to sell, display and distribute non-perishable hard and soft Concession items that are specifically and exclusively related to the particular City Event, and that are supplied to Concessionaire by or on behalf of the City, and that do not contain any Advertising or sponsor identification not consistent with the provisions of this Lease (collectively, "City Event Specific Concessions"). If the Team requires the use of Concessionaire with respect to the sale, display or distribution of the City Event Specific Concessions, Concessionaire shall have the right to determine in its reasonable judgment the appropriate number and locations of such Concession Operations. The City shall use or cause to be used on an exclusive basis (and the Team shall make available) Concessionaire for all such Concession Operations in the Complex during any City Event. Except with respect to the City Event Specific Concessions, the City shall in its Concession agreements, agree to comply with all provisions of the Concession agreements entered into by the Team, including any exclusivities or priorities of which the Team has provided the City with written notice.

#### Section 6.11 Utilities.

The Team shall be solely responsible for and promptly pay or cause to be paid all charges for the use and consumption of Utilities serving the Complex. The City shall assist the Team in obtaining the lowest rates available for such Utilities.

### ARTICLE 7 REPAIRS, MAINTENANCE AND ALTERATIONS

#### Section 7.1 Team's Covenants.

At all times during the Lease Term, and subject to the provisions of this Article 7 relating to Capital Repair Work, the Team shall, at its sole cost and expense, keep and maintain the Complex in compliance with all Laws and MLB Rules and Regulations, and in good, clean, safe and sanitary condition and repair, and shall perform all Routine Maintenance and make all ordinary and necessary repairs and replacements required for day-to-day operations. All repairs and replacements shall utilize materials or component parts of substantially the same quality as those being repaired or replaced.

#### Section 7.2 Capital Repair Work.

Subject to the provisions of this Lease, all Capital Repair Work shall be performed by the Team, as required by and at the times and subject to the terms and provisions of this Article 7.

#### Section 7.3 Capital Reserve Fund.

(a) Establishment. The Capital Reserve Fund shall be held in a joint account with a national bank or other fiscal agent mutually agreeable to the Parties. All funds in the Capital Reserve Fund shall be invested in Government Securities. Investment income earned on the amounts in the Capital Reserve Fund shall be added to the principal of the Capital Reserve Fund and used as provided in this Lease.

(b) Deposits into the Capital Reserve Fund. On the Commencement Date, the City shall make an initial deposit into the Capital Reserve Fund of \$375,000 and an additional \$375,000 shall be deposited into the account within one year of the Commencement Date. The City shall also annually deposit into the Capital Reserve Fund One Hundred Twenty Five Thousand Dollars (\$125,000), subject to annual CPI Increases up to a maximum of 4-1/2%. This annual deposit shall be made no later than October 31<sup>st</sup> of each lease year. Notwithstanding anything to the contrary contained elsewhere in this Lease, any proceeds remaining unspent from the construction and renovation of the Complex after application of such proceeds in accordance with the Development Agreement shall also be deposited into the Capital Reserve Fund. Such unspent monies may be utilized at the discretion of the Team during a period of two (2) years following the Commencement Date to make any modifications, upgrades and enhancements to the Complex as may be desired by the Team.

(c) Payment for Capital Repair Work. The proceeds of the Capital Reserve Fund shall not be used for Routine Maintenance, but shall be used for the payment of Capital Repair Work as set forth herein. Subject to the terms of this Lease, the Team shall pay the cost of Capital Repair Work from the Capital Reserve Fund. To the extent that funds in the Capital Reserve Fund are not sufficient to pay for any Capital Repair Work, then the Parties shall negotiate in good faith an equitable allocation between the Parties of how such Capital Repair Work should be funded. In any event, the Team may, in its sole and absolute discretion, elect to pay for such shortfall. All withdrawals from the Capital Reserve Fund shall be disbursed by the City to Team pursuant to the procedures set forth in Exhibit 6 hereof.

#### Section 7.4 Performance of Capital Repair Work.

(a) Procedures. The Team shall notify the City of Capital Repair Work to be made to the Complex. If the City disagrees as to whether the proposed work qualifies as Capital Repair Work, it shall deliver written notice to the Team, which notice shall specify in detail the reasons why the City asserts that the proposed work does not meet the definition of Capital Repair Work under this Lease. If the Parties are unable to resolve their disagreement, then the issue shall be resolved pursuant to Section 13.19 hereof. Until such Claim is resolved, the Team shall have the right to use the Capital Reserve Fund to pay for Capital Repair Work, but shall replenish any amounts withdrawn in accordance with the resolution of the Claim by settlement of the parties or pursuant to Section 13.19 hereof.

(b) Design and Construction Defects. The City and the Team shall jointly pursue recovery against the Persons responsible for the cost of repairs required in substantial part as a result of design defects and/or construction defects, whether or not covered by a warranty.

(c) Capital Repair Plans. Once the Team has identified Capital Repair Work, the Team shall select an architect or engineer, subject to any statutory requirements if applicable, to prepare any necessary Capital Repair Plans. The architect's fees and expenses and all other costs associated with preparing the Capital Repair Plans shall be paid out of the Capital Reserve Fund. The Team shall deliver copies of the Capital Repair Plans to the City. The City shall have seven (7) days in which to provide written notice to the Team of any reasonable objection to such Capital Repair Plans. If the City does not object to any Capital Repair Plans, the City shall be deemed to have given approval.

Section 7.5 Emergency Repairs.

Subject to the terms of this Section, Emergency Repairs shall be made by the Team. If such repair qualifies as a Capital Repair Work, the Capital Reserve Fund shall be an eligible funding source for such repairs.

Section 7.6 Title to Alterations and Capital Repair Work.

All Alterations and Capital Repair Work made to the Complex shall become a part of the Complex, shall be the property of the City, and shall remain upon and be surrendered with the Complex at the end of the Lease Term.

Section 7.7 Alterations.

(a) The Team, at its discretion and at its sole cost and expense, may make any Alterations that do not (i) materially affect the aesthetics, sightlines, structure or systems of the Complex or (ii) violate any Laws. The Team shall be responsible for the cost and expense of any such Alterations.

(b) All Alterations made by the Team shall, during the Lease Term, be considered the property of the Team; provided, however, that upon the termination or expiration of this Lease for any reason, such Alterations, unless personal property or trade fixtures of the Team, shall become part of the Complex.

Section 7.8 Liens.

The Team shall keep the Complex free from, and shall indemnify, defend and hold harmless the City with respect to, all liens filed in connection with work performed by contractors, subcontractors or suppliers under contract with the Team. If the City gives its consent to the making of any Alteration, such consent shall not be deemed to constitute the City's consent to subject its interest in the Complex to any lien which may be filed in connection therewith.

Section 7.9 Performance.

Any Alteration or Capital Repair Work made by or for the Team shall be completed (a) in a good, workmanlike, and prompt manner, using materials and equipment at least substantially equal in quality and class to the then-standards for the Complex established by the Team and the City, (b) by an experienced, reputable contractor, and (c) in compliance with Laws and any insurance requirements. The Team shall maintain copies of "as built" drawings relating to any Alterations or Capital Repair Work (or, as applicable, final working drawings thereof, if any) and copies of contracts, invoices, evidence of payment and all other records of any Alteration or Capital Repair Work and shall, within thirty (30) days after request by the City, furnish the City with copies of such records. Prior to the commencement of any work, the Team or the City, as the case may be, shall obtain and furnish copies to the other Party of all necessary governmental Permits and certificates for the commencement and performance of any such Alteration or Capital Repair Work, together with evidence of workers' compensation insurance of its contractors in statutory limits, "all risk" or "special form" builder's risk property insurance and

general liability insurance, with a completed operation endorsement, for any occurrence in or about the Complex (or such other insurance which is then commercially available to cover such risks), under which the City and the Team shall be named as an additional insureds and loss payees, in such limits as the City and the Team may reasonably require, with insurers reasonably satisfactory to each Party. Each Party shall be furnished with evidence that all required insurance is in effect at or before the commencement of any Alteration or Capital Repair Work and, on request, at reasonable intervals thereafter during the continuation of such work.

## ARTICLE 8 INDEMNIFICATION

### Section 8.1 Indemnification and Payment of Damages by Team.

(a) The Team shall indemnify, defend and hold harmless the City Indemnified Persons for, and shall pay to the City Indemnified Persons the amount of any Damages, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by the Team in this Lease or in any schedule or exhibit attached hereto or any other certificate or document delivered by the Team to the City pursuant to this Lease; and

(ii) any breach by the Team of any covenant or obligation of the Team in this Lease.

(iii) Notwithstanding the foregoing, indemnification for any action lying in tort shall be limited to \$500,000.00 per person or \$1,000,000.00 for claims claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28, as may be amended from time to time, whichever is greater.

(b) If the Team fails to make any payment of any sums payable by the Team to the City Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

### Section 8.2 Indemnification and Payment of Damages by City.

(a) The City shall indemnify, defend and hold harmless the Team and the Team Indemnified Persons for, and shall pay to the Team Indemnified Persons the amount of Damages, whether or not involving a third-party claim, arising, directly or indirectly, from or in connection with:

(i) any breach of any representation or warranty made by the City in this Lease or in any schedule or exhibit attached hereto or any other certificate or document delivered by the City to the Team pursuant to this Lease; and

(ii) any breach by the City of any covenant or obligation of the City in this Lease.

(iii) Notwithstanding the foregoing the City's obligation to indemnify shall be limited to the sum of \$500,000.00 per person or \$1,000,000.00 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28 as may be amended from time to time which ever is greater. Nothing contained herein shall perate as a waiver of any sovereign immunity available to the City for any claims brought directly against the City by any thirty party.

(b) If the City fails to make any payment of any sums payable by the City to the Team Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

## ARTICLE 9 INSURANCE; RESTORATION

### Section 9.1 Maintenance of Insurance.

Throughout the Lease Term, the Team shall maintain, the following insurance (with customary sublimits and deductibles): (i) "all risk" or "special form" commercial property insurance covering the Complex to a limit of not less than the replacement cost thereof (with the Team and the City as the named insureds thereunder); and (ii) commercial general liability insurance and liquor liability insurance, including a contractual liability endorsement and personal injury liability endorsement in respect of the Complex and conduct and operation of business therein. The Team shall be responsible for any deductible sums due and payable under any insurance required to be maintained under this Lease. The Team shall name the City as an "additional insured" on all commercial general liability policies. Such insurance shall provide coverage against all claims against the Team and the City for bodily injury (including death) and property damage resulting directly or indirectly from the control and operation of the Complex by the Team, and any act, omission or activities of the Team, its officers, employees or agents, in connection with the Complex, with a company or companies licensed to do business in the State of Florida and with a rating by Best's Insurance Reports or any successor publication of comparable standing of A / VII or better. Such commercial general liability insurance shall initially be in minimum amounts of Ten Million Dollars (\$10,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) annual aggregate, which can be obtained by any combination of primary and excess coverages. Certificates of insurance shall be delivered by the Team to the City on or before the Commencement Date and annually thereafter. The Team shall cause each such policy to contain an endorsement prohibiting cancellation or reduction of coverage without first giving the City at least thirty (30) days' prior written notice of such proposed action. The amounts of coverage required under this Section shall be reviewed by the Parties periodically, not less often than every four (4) years, and shall be increased following such review to amounts determined by the Parties to be commercially reasonable.

### Section 9.2 Failure to Maintain Insurance.

If the Team fails or refuses to procure or maintain the insurance required by this Lease or to comply with any reasonable loss control measure recommended by any insurer, after notice to

the Team, the City shall have the right, at its election, to procure and maintain such insurance or to perform any loss control recommendation, in which event, any reasonable premium paid by the City on behalf of the Team or cost to comply with loss control recommendations shall be due and payable by the Team to the City on the first day of the month following the date on which such premium or cost was paid. The City shall give the Team notice of such payment within ten (10) days of such payment stating the amount of such payment.

### Section 9.3 Waiver of Recovery.

Notwithstanding any provision of this Lease to the contrary, neither the Team nor the City shall be liable to the other Party or to any insurance company (by way of subrogation or otherwise), insuring the other Parties for any loss or damage to property, or any resulting loss of income, even though such loss or damage may have been occasioned by the negligence of any such Party, its agents or employees, if and to the extent any such loss or damage is covered or is required to be covered by insurance benefiting the Party suffering such loss or damage, and each Party shall pay its own deductible amount with respect to any insurance it is required to carry.

### Section 9.4 Restoration.

(a) All insurance proceeds payable with respect to any casualty to the Complex where the proceeds payable are less than One Million Dollars (\$1,000,000), as such sum may be increased during the Lease Term, based upon annual CPI Increases, shall be disbursed directly to the Team, and the Team shall promptly restore the Complex to a condition comparable to that previously existing, subject to such plans and specifications, and pursuant to such contracts, as are approved by the City in the manner applicable to Alterations under this Lease.

(b) All other proceeds of property insurance payable for replacement, restoration or repair of the damaged portions of the Complex under the policies required hereunder shall be deposited in the Restoration Fund and invested in Government Securities. The interest or income received on all deposits or investments of any moneys in the Restoration Fund shall be added to the Restoration Fund. Restoration shall be performed by the Team and payment from the Restoration Fund shall be in accordance with the following conditions:

(i) there shall be paid to the Team from such insurance proceeds such part thereof as shall equal the cost of making such temporary repairs or doing such other work as in the reasonable opinion of an architect (selected by the Team) may be necessary in order to protect the Complex pending the adjustment of the insurance loss;

(ii) there shall be paid to the Team from such insurance proceeds such part thereof as shall equal the cost of repairing, restoring or reconstructing the Complex or of any part thereof or of erecting a new building or structure or improvement or part thereof so that upon completion of such repairs, restoration, reconstruction, or erection of the building or structure or improvement shall be equal to the value of the replacement value of the building or structure or improvement;

(iii) payments pursuant to the paragraphs (i) or (ii) of this Subsection 9.2(b)(iii) from such insurance proceeds shall be made by the Team from the Restoration Fund from time to time as the work progresses in amounts equal to the cost

of labor and materials incorporated into and used in such work and builders', architects' and engineers' fees and other charges in connection with such work upon delivery to the Team of a certificate of the architect or engineer in charge of such work certifying that the work has been performed in accordance with the applicable contract documents and that such amounts are then due and owing under the applicable contract.

(c) Any deductibles paid (not to exceed \$50,000, subject to CPI Increases) by the Team under this Section 9.2 shall be reimbursed out of the Capital Reserve Fund.

(d) In the event that any of the insurance proceeds paid by the insurance companies shall remain after the completion of such repairs, restoration, reconstruction or erection, and after payment to the Team of any business interruption or other business loss that it is entitled to be compensated for under the applicable policies, the excess shall be deposited in the Capital Reserve Fund.

(e) In the event that the insurance proceeds paid, as hereinabove provided, together with the funds available in the Capital Reserve Fund are insufficient for making such permanent repairs, restoration or reconstruction or erection and no Party is willing to provide the additional funds needed therefor, the City or the Team shall notify the other Party of such determination in writing and thereupon this Lease shall cease and terminate. In such case, after payment under the applicable policies to the Team for any entitled compensation for business interruption, other business loss or damaged furniture, fixtures and equipment paid for by the Team, then the total insurance proceeds paid shall be paid to the City.

## ARTICLE 10 DEFAULT AND REMEDIES

### Section 10.1 Events of Default.

Each of the following shall constitute an "Event of Default" under this Lease:

(a) Team Event of Default.

(i) The Team's failure to perform or observe any covenant or condition of this Lease, which failure shall continue for thirty (30) days after receipt of written notice to the Team by the City identifying with particularity the failure or violation; provided that, so long as such failure is of a non-monetary nature susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default if the Team promptly advises the City of the Team's intention to duly institute all steps necessary to cure such default and the Team promptly commences cure of such failure, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the Team herein shall prove to have been incorrect when made, in any material respect.



(b) City Event of Default.

(i) The City's failure to fund the Capital Reserve Fund in the amounts required by this Lease, or the City's failure to perform or observe any other covenant or condition of this Lease, which failure shall continue for thirty (30) days after receipt of written notice to the City by the Team identifying with particularity the failure; provided that, so long as such failure or violation is of a non-monetary nature susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default if the City promptly advises the Team of the City's intention to duly institute all steps necessary to cure such default and the City promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the City herein shall prove to have been incorrect when made, in any material respect.

Section 10.2 Injunctive Relief; Specific Performance.

The Parties acknowledge that the rights conveyed by this Lease and the covenants of the Parties are of a unique and special nature, and that any violation of this Lease shall result in immediate and irreparable harm to the Team, the City or the City, as the case may be, and that in the event of any actual or threatened breach or violation of any of the provisions of this Lease, the affected Party shall be entitled as a matter of right to an injunction or a decree of specific performance from any equity court of competent jurisdiction. Each Party waives the right to assert the defense that such breach or violation can be compensated adequately in Damages in an action at law.

Section 10.3 Remedies Cumulative; Waiver.

All rights and remedies set forth in this Lease are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Lease except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 10.4 Waiver of Consequential, Special and Punitive Damages.

Notwithstanding anything in this Lease to the contrary, the Team and the City waive against each other and their respective Affiliates any claims or causes of action for consequential, special and punitive damages or losses (including loss of use or anticipated profits) that either Party may suffer as a result of the breach or other default of this Agreement by

the other Party. This mutual waiver is applicable, without limitation, to all consequential, special and punitive damages due to either Party's termination of this Agreement.

## ARTICLE 11 REPRESENTATIONS AND WARRANTIES

### Section 11.1 Representations and Warranties of City.

The City hereby represents and warrants to the Team the following as of the date of execution of this Lease:

(a) Organization. The City is a political subdivision, duly organized, validly existing, and in good standing under the Laws of the State of Florida.

(b) Authorization, Validity and Enforceability. The City has all requisite power and authority to enter into this Lease and to carry out the actions contemplated hereby. The execution, delivery, and performance of all obligations of the City under this Lease have been duly authorized and approved by all necessary City action. This Lease, when executed, shall constitute the valid and legally binding obligations of the City, enforceable against it in accordance with their respective terms.

(c) No Conflicts. The execution, delivery and performance of this Lease shall not result in a violation of, in any material respect, of any provision of any other agreements, charters, instruments, contracts, judgments or decrees to which the City is a party, or by which the City or its assets may be bound or affected.

(d) No Violation of Laws. The City has complied in all material respects with all Legal Requirements, and the City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect related to the transactions contemplated in and by this Lease.

(e) Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the City, threatened against or that affects the City seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Lease and the performance of the transactions contemplated herein or that might materially and adversely affect the use and operation of the Complex as contemplated in and by this Lease or the performance of the City hereunder.

(f) Site Possession and Title. The City holds good and marketable title to the Complex and the Appurtenant Property Rights, free and clear of all liens and encumbrances other than the Permitted Encumbrances. If any Title Defect shall materially diminish, impair or disturb the rights of the Team under this Lease, as determined by the Team in its reasonable judgment, the City shall take all reasonable actions, at its sole cost and expense, to promptly eliminate such Title Defect. The Team acknowledges that a Permitted Encumbrance shall not constitute a Title Defect. Except as expressly permitted under this Lease and except for Permitted Encumbrances, the City shall not create any lien, encumbrance, easement, license,

right-of-way, covenant, condition or restriction that would encumber the Complex and materially diminish, impair or disturb the rights of the Team under this Lease.

(g) Environmental Matters. The City has not stored, handled, treated or disposed of, nor has it allowed or arranged for any third parties to store, handle, treat or dispose of, on or about the Complex, Hazardous Materials that could result in any liability or obligation to the Team or that could result in any injury or disease to users of the Complex, including the Team and spectators; nor is the City aware of any release (as such term is defined in CERCLA, as defined below) of any Hazardous Materials on, beneath or adjacent to the Complex that could result in any such liabilities, obligations, injuries or disease.

(h) Legal Opinion of City's Counsel. The City agrees to deliver to the Team, upon the commencement date of this Lease, a legal opinion from the law firm of William R. Lisch, PA, stating that:

(i) The City has all requisite power and authority to enter into, execute and deliver this Lease, and the execution, delivery and performance by the City has been duly authorized by all necessary action of the City; and

(ii) This Lease constitutes the legal, valid and binding obligation of the City enforceable against the City in accordance with its terms.

#### Section 11.2 Representations and Warranties of Team.

The Team hereby represents and warrants to the City the following as of the date of execution of this Lease:

(a) Organization. The Team is a general partnership duly organized, validly existing and in good standing under the Laws of State of Pennsylvania.

(b) Authorization, Validity and Enforceability. The Team has all requisite power and authority to enter into this Lease and to carry out the actions contemplated hereby. The execution, delivery and performance of all obligations of the Team under this Lease have been duly authorized and approved by all necessary Team action. All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Team under this Lease has been taken. All consents and approvals of any Person required in connection with the execution of this Lease has been obtained. This Lease, when executed, shall constitute the valid and legally binding obligations of the Team enforceable against it in accordance with their respective terms.

(c) No Conflicts. The execution, delivery and performance of this Lease shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected nor shall the execution, delivery and performance of this Lease results in the breach of or constitute a default under any agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

(d) No Violations of Laws. The Team has not received written notice as of the date of execution of this Lease asserting any noncompliance in any material respect by the Team with Legal Requirements, and the Team is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Lease.

(e) Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the Team, threatened against or which affects the Team seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Lease and the performance of the transactions contemplated herein or that might materially and adversely affect the use and operation of the Complex as contemplated in and by this Lease or the performance of the Team hereunder.

(f) Legal Opinion of Team. The Team agrees to deliver to the City, upon the commencement date of this Lease, a legal opinion from the law firm of Reed Smith, stating that:

(i) The Team has been duly formed and is validly existing under the laws of the State of Pennsylvania;

(ii) The Team has all requisite power and authority to enter into, execute and deliver this Lease, and the execution, delivery and performance by the Team has been duly authorized by all necessary action of the Team; and

(iii) This Lease constitutes the legal, valid and binding obligation of the Team enforceable against the Team in accordance with its terms.

## ARTICLE 12 TERMINATION OF EXISTING LEASE

As of the Commencement Date, the Existing Lease shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and conditions of this Lease. The Parties agree to execute and record in the local land records any releases to evidence of record the foregoing termination. From and after the Commencement Date, this Lease shall govern the rights and responsibilities of each Party with respect to the Complex and any other subject matter contained in this Lease.

## ARTICLE 13 MISCELLANEOUS

### Section 13.1 Recording of the Lease.

This Lease shall not be recorded, but at the request of either the City or the Team, the Parties shall promptly execute, acknowledge and deliver to each other a memorandum of lease in the form of Exhibit 5 sufficient for recording. Such memoranda shall not be deemed to change or otherwise affect any of the obligations or provisions of this Lease.

### Section 13.2 Additional Documents and Approval.

(a) The Parties, whenever and as often as each shall be reasonably requested to do so by the other Party, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Lease. Furthermore, the City shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened.

(b) The City and the Team further covenant and agree to cooperate and assist each other in the creation, establishment, granting or conveying, either by easement, declaration, license or any other instrument or agreements (whether recorded or unrecorded) as either Party may deem necessary or reasonably advisable (and subject to the consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed) to provide for the continued and uninterrupted use of Utilities, ingress/egress and other easements necessary for the operation of the Complex.

### Section 13.3 Good Faith.

In exercising its rights and fulfilling its obligations under this Lease, each of the Parties shall act in good faith. Notwithstanding the foregoing, each Party acknowledges that in each instance under this Lease where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

Section 13.4 Form of Notices; Addresses.

All notices, requests, consents or other communications required under this Lease shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, telefax or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section):

To the Team: Pittsburgh Associates  
PNC Park at North Shore  
115 Federal Street  
Pittsburgh, PA 15212  
Attention: Vice President and General Counsel  
Fax: 412-325-4948

With a Copy to: Pirate City Baseball Training Facility  
1801 27th Street East  
Bradenton, FL 33505  
Attention: Director of Florida Operations  
Fax: (941) 747-9549

To the City: City of Bradenton  
101 Old Main Street  
Bradenton, FL 34205  
Attention: Mayor  
Fax: (941) 932-9458

With a Copy to: William R. Lisch, PA  
519 13<sup>th</sup> Street West  
Bradenton, Florida 34205  
Fax: (941) 748-6588

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service, or, if sent by United States registered or certified mail, or fax transmission, then one (1) day after its delivery to the address of the respective Party, as provided in this Article, except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) days (e.g., requests for consent when the Person whose consent is sought has one (1) day to respond in the granting or denying of such consent), notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 13.5 Force Majeure.

The nonoccurrence of any condition under this Lease shall not give rise to any right otherwise provided in this Lease when such failure or non-occurrence is due to the occurrence of a Force Majeure condition and without the fault of the Party claiming an extension of time to perform. An extension of time for such cause, if any, shall be limited to the period of delay due

to such cause, which period shall be deemed to commence from the time of the commencement of the cause, provided that, if notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Lease also may be extended as mutually agreed upon in writing by the City and the Team. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Lease.

Section 13.6 Calculation of Time.

Unless otherwise stated, all references to "day" or "days" shall mean calendar days.

Section 13.7 Time is of the Essence.

Time is of the essence with respect to the performance of each of the covenants and obligations contained in this Lease.

Section 13.8 Incorporation by Reference.

All exhibits, schedules or other attachments referenced in this Lease are hereby incorporated into this Lease by such reference and are deemed to be an integral part of this Lease.

Section 13.9 Entire Agreement.

This Lease contains the sole and entire agreement between the Parties with respect to its subject matter and supersedes any and all other prior written or oral agreements between them with respect to such subject matter.

Section 13.10 Amendment.

No amendment, modification or termination of this Lease shall be valid unless in writing and duly executed by the Party affected by the amendment, modification or termination. The Parties acknowledge that the Team may be required to obtain the consent of MLB in connection with any amendment or modification of this Lease.

Section 13.11 Binding Effect; Assignment.

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Lease nor any of the rights, interests or obligations hereunder shall be assigned by either of the Parties without the prior written consent of the other Party, except that the Team may assign or transfer this Lease by merger, consolidation, sale of assets or otherwise to any other Person that owns or operates in the City of Pittsburgh, Pennsylvania, the MLB club known as the Pittsburgh Pirates.

Section 13.12 Headings.

The headings contained in this Lease are for convenience of reference only, and shall not limit, extend or otherwise affect the meaning hereof.

Section 13.13 No Presumption Against Drafter.

This Lease has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Lease shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Lease.

Section 13.14 Severability.

If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforceable to the fullest extent permitted by Law.

Section 13.15 Third Party Beneficiaries.

Nothing in this Lease, express or implied, is intended to (a) confer upon any entity or person other than the Parties and their permitted successor(s) and assigns any rights or remedies under or by reason of this Lease as a third-party beneficiary or otherwise except as specifically provided in this Lease, or (b) authorize anyone not a party to this Lease to maintain an action pursuant to or based upon this Lease.

Section 13.16 Governing Law.

This Lease shall be governed by and construed in accordance with the Laws of the State of Florida, notwithstanding its conflicts of law or choice of law provisions.

Section 13.17 Counterparts.

This Lease may be executed and delivered in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one agreement.

Section 13.18 Relationship of Parties.

It is agreed that nothing contained in this Lease shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 13.19 Dispute Resolution.

For purposes of this Section only, the term "Claim" shall mean any Claim other than for specific performance or injunctive relief between or among the Parties that cannot be resolved by



their respective representatives. Any such claim shall be submitted to non-binding mediation administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) then in effect. Unless the Parties otherwise agree, within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Claim. If a Claim has not been resolved within sixty (60) after submission of the Claim to mediation, then either Party may submit the Claim to binding arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA then in effect. All arbitration proceedings shall be held in Bradenton, Florida or any other City the parties agree to. Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The demand for arbitration may be filed at the same time as the demand for mediation but the arbitration proceedings shall be stayed until the time period for the mediation proceedings referenced above has expired. The demand for arbitration shall be made within a reasonable time after the Claim, but in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statutes of limitations. The prevailing party in the arbitration proceeding shall be entitled to recover its reasonable costs, expenses and attorneys' fees as part of the award. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable Law in any court having jurisdiction thereof. The agreement to arbitrate under this Section shall be specifically enforceable under applicable Law in any court having jurisdiction thereof.

#### Section 13.20 Nondiscrimination.

There shall be no discrimination against or segregation of any person, or group of persons, on account of sex, marital status, race, color, creed, religion, national origin, disability or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Complex. Neither the Team nor any person claiming under or through it shall establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of licensees, sublicensees or vendors (if any), using or operating at Complex or any portion thereof.

#### Section 13.21 Quiet Enjoyment.

If and so long as the Team shall comply with all of the covenants, conditions and provisions of this Lease on the Team's part to be observed and performed hereunder, the Team shall peaceably and quietly have, hold and enjoy the Complex for the Lease Term, without hindrance or interruption by the City or any Person lawfully claiming the Complex, subject, nevertheless, to all of the provisions of this Lease.

#### Section 13.22 Estoppel Certificate.

Each of the City and the Team, respectively, agrees that at any time and from time to time within fourteen (14) days' after receipt of a written request by the other Party, the Team or

the City, as the case may be, shall execute, acknowledge and deliver to the other Party a statement in writing certifying: (a) that this Lease is unmodified and in full force and effect or, if there have been modifications, that the same are in full force and effect as modified and identifying the modifications; (b) that the City or the Team, as the case may be, is not, to knowledge of the City or the Team, as case may be, in default under any provisions of this Lease or, if there has been a default, the nature of such default; (c) that all work with respect to the Complex to be performed by the City or the Team, as the case may be, under this Lease has been performed, or if not so performed, specifying the work to be performed; and (d) any other matter that the City or the Team, as the case may be, or such prospective mortgagee or other lender shall reasonably request. It is intended that any such statement may be relied upon by any person, prospective mortgagee of, or assignee of any mortgage, upon such interest.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date stated in the first paragraph of this Lease.

[Signature]  
Witness  
L. [Signature]  
(Printed signature)

[Signature]  
Witness  
Bryg. Johnson  
(Printed signature)

**TEAM:**  
PITTSBURGH ASSOCIATES, a Pennsylvania  
Limited Partnership  
BY: Pittsburgh Baseball, Inc., a Pennsylvania  
corporation, its general partner

BY: [Signature]  
Name: JAMES D. PLAKE  
Title: EXEC. VP + C.F.O.

STATE OF PENNSYLVANIA  
COUNTY OF Allegheny

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JAMES D. PLAKE, as EXECUTIVE V.P. + C.F.O. of the Pittsburgh Associates, a Limited Partnership named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said Limited Partnership.

WITNESS my hand and official seal at Pittsburgh, Pennsylvania on this 28th day of December, 2006.

Notarial Seal  
Patricia A. Gerber, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires March 2, 2007  
Member, Pennsylvania Association Of Notaries

[Signature] (Notary)

[Signature]  
Witness  
RENE' L. RAYMOND  
(Printed signature)

[Signature]  
Witness  
[Signature]  
(Printed signature)

**CITY:**  
CITY OF BRADENTON, a Municipal Corporation  
of the State of Florida

By: [Signature]  
Name: WAYNE POSTON  
Title: MAYOR

STATE OF FLORIDA  
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Wayne Poston, as Mayor of the City of Bradenton, a Florida municipality named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal at Bradenton, Florida on this 28th day of December, 2006.

SHARON D. BEAUCHAMP  
Notary Public - State of Florida  
My Commission Expires May 25, 2007  
Commission # DD192329  
Bonded By National Notary Assn.

[Signature] (Notary)

## EXHIBITS

- Exhibit 1 - Legal Description of the Land Comprising the Complex and Description of Appurtenant Property Rights
- Exhibit 2 - Site Plan
- Exhibit 3 - Form of Acknowledgment of Commencement Date
- Exhibit 4 - Permitted Encumbrances
- Exhibit 5 - Form of Memorandum of Lease
- Exhibit 6 - Payment Procedures for Capital Repair Work

EXHIBIT 1

LEGAL DESCRIPTION OF THE LAND COMPRISING THE COMPLEX  
[AND DESCRIPTION OF APPURTENANT PROPERTY RIGHTS]

General Description of Exhibit Content: A metes and bounds description of the land upon which the Complex is located and a description of all easements benefiting the Complex.

Party Responsible to Prepare Exhibit: The City and the Team with the assistance of surveyor.

Parties to Review and Approve: The Team and the City.

EXHIBIT 2

SITE PLAN

General Description of Exhibit Content: A copy of the Site Plan showing the Complex site limits and the parking facilities.

Party Responsible to Prepare Exhibit: The Architect.

Parties to Review and Approve: The Team and the City.

EXHIBIT 3

FORM OF ACKNOWLEDGMENT OF COMMENCEMENT DATE

EXHIBIT 4

PERMITTED ENCUMBRANCES

General Description of Exhibit Content: A list of all title matters affecting the Complex and Appurtenant Property Rights.

Party Responsible to Prepare Exhibit: The City, based upon title examination by a national title insurance company approved by the Team.

Parties to Review and Approve: The Team and the City.



EXHIBIT 5

FORM OF MEMORANDUM OF LEASE

## EXHIBIT 6

### PAYMENT PROCEDURES FOR CAPITAL REPAIR WORK

1. Each month, when applicable, the Team shall submit to the [Trustee/Escrow Agent and the City] a request for disbursement from the Capital Reserve Fund ("Disbursement Request"), with a copy to the City. Each Disbursement Request shall be certified as true and correct by the Team to the best of its knowledge and belief and shall contain a statement setting forth (a) the name, address and federal taxpayer identification number of the payee, (b) the amount to be paid, (c) a description of the goods or services provided to the Complex by such payee and (d) if applicable, the wire transfer instructions for such payee. Each Disbursement Request shall have attached to it a copy of the invoice of the payee for whom payment is being requested, and, to the extent applicable, a partial waiver of lien of the contractor and its subcontractors covering all construction work undertaken since the last payment application of such contractor.

2. The period covered by each Disbursement Request shall be one (1) calendar month. The Disbursement Request shall be delivered to the [Trustee/Escrow Agent and the City] on or before the tenth (10th) day of the month. If a Disbursement Request is not submitted by the tenth (10th) day of a particular month, then it shall be included in the next month's Disbursement Request. On or before the twentieth (20th) day of each month, the [Trustee/Escrow Agent] shall disburse funds from the Capital Reserve Fund to the Team for payment to the payees identified in the Disbursement Request.



**DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**CITY OF BRADENTON**  
**AND**  
**PITTSBURGH ASSOCIATES**

**DATED AS OF June 12, 2007**

## TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1 DEFINITIONS.....	1
Section 1.1    Defined Terms.....	1
Section 1.2    Construction of Terms.....	5
ARTICLE 2 ARCHITECT AND DESIGN.....	5
Section 2.1    Architect Agreement.....	5
Section 2.2    Project Representatives.....	6
Section 2.3    Design Approval Process.....	7
ARTICLE 3 CONSTRUCTION MATTERS.....	7
Section 3.1    Construction Administration.....	7
Section 3.2    Lists of Contractors and Subcontractors.....	9
Section 3.3    City Responsibilities.....	10
Section 3.4    Permits.....	10
Section 3.5    Insurance.....	10
ARTICLE 4 FINANCING OF THE PROJECT.....	11
Section 4.1    Project Budget.....	11
Section 4.2    Use of Project Cost.....	11
ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CITY.....	11
Section 5.1    Authorization, Validity and Enforceability.....	11
Section 5.2    No Conflicts.....	11
Section 5.3    No Violation of Laws.....	12
Section 5.4    Litigation.....	12
ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF TEAM.....	12
Section 6.1    Organization.....	12
Section 6.2    Authorization, Validity and Enforceability.....	12
Section 6.3    No Conflicts.....	12
Section 6.4    No Violations of Laws.....	13
Section 6.5    Litigation.....	13
ARTICLE 7 GENERAL CONDITIONS.....	13
Section 7.1    City's Conditions.....	13
Section 7.2    Team's Conditions.....	13
ARTICLE 8 DEFAULT AND REMEDIES.....	14
Section 8.1    Events of Default.....	14
Section 8.2    Remedies Cumulative; Waiver.....	15
Section 8.3    Force Majeure.....	15

ARTICLE 9 INDEMNIFICATION..... 15

    Section 9.1 Indemnification and Payment of Damages by Team..... 15

    Section 9.2 Indemnification and Payment of Damages by the City..... 16

ARTICLE 10 MISCELLANEOUS ..... 17

    Section 10.1 Survival of Covenants, Agreements, Representations and  
    Warranties..... 17

    Section 10.2 Additional Documents and Approval..... 17

    Section 10.3 Good Faith..... 17

    Section 10.4 Notice of Matters..... 17

    Section 10.5 Form of Notices; Addresses..... 17

    Section 10.6 Calculation of Time..... 18

    Section 10.7 Time is of the Essence..... 18

    Section 10.8 Incorporation by Reference..... 19

    Section 10.9 Entire Agreement..... 19

    Section 10.10 Amendment..... 19

    Section 10.11 Binding Effect; Assignment..... 19

    Section 10.12 Headings..... 19

    Section 10.13 No Presumption Against Drafter..... 19

    Section 10.14 Severability..... 19

    Section 10.15 Third Party Beneficiaries..... 20

    Section 10.16 Governing Law..... 20

    Section 10.17 Counterparts..... 20

    Section 10.18 Relationship of Parties..... 20

    Section 10.19 Dispute Resolution..... 20

## DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "Agreement") is made as of the 12 day of JUNE, 2007, by and among THE CITY OF BRADENTON, a municipal corporation of the State of Florida (the "City"), and PITTSBURGH ASSOCIATES, a Pennsylvania limited partnership (the "Team").

### RECITALS

A. The City has agreed to pay the construction and renovation costs for the following: (i) demolition of the dormitory facilities and other structures at Pirate City; (ii) construction of new dormitories and other improvements at Pirate City, including the baseball fields and administrative building, and (iii) certain renovations to McKechnie Field.

B. In consideration of the above, the Team has agreed to a 30-year lease of the Pirate City facilities and McKechnie Field.

C. The City has determined that the design, financing, construction and operation of the Project (as defined below) and the performance of this Agreement are in the best interests of the City and serve a public purpose.

NOW, THEREFORE, in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the City and the Team covenant and agree as follows:

### ARTICLE 1 DEFINITIONS

#### Section 1.1 Defined Terms.

In addition to other terms defined herein, the following terms used in this Agreement shall have the meaning set forth below:

"Agreement" shall mean this Development Agreement between the City and the Team.

"Architect" shall mean Fawley Bryant Architects, Inc.

"Architect Agreement" shall mean the Architect Agreement, to be entered into by and between the City and the Architect, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

"Change Orders" shall mean any change orders or change directives that amend or modify the Contract Documents.

"City Contribution" shall be the entire Project Costs.

"City" shall mean the City of Bradenton, Florida.

"City Indemnified Persons" shall mean the City and its elected officials, appointed officials, board members, officers, employees, agents and attorneys.

"City Representative" shall mean Carl Callahan or any successor to the foregoing person designated in writing by the City by written notice to the Team.

"Claim" shall mean any claim, demand or dispute between the Parties relating to this Agreement or the Project.

"Complex" shall mean Pirate City and McKechnie Field.

"Construction Drawings and Specifications" shall mean the working drawings and specifications describing the size, character, appearance, functionality, design, construction, materials, finishes, structure and mechanical, electrical and all other systems, amenities and components of the Complex prepared from the approved Design Development Documents.

"Construction Team" shall mean (a) the City, (b) the Team, (c) Contractor, (d) Architect, (e) any other consultants deemed necessary by the City or the Team to assist in the design, construction or development of the Complex.

"Contract Documents" shall mean the Contractor Agreement, the Architect Agreement, the final Construction Drawings and Specifications for the Complex and any Change Orders or other equivalent construction contract documents entered into to complete the Project.

"Contractor" shall mean NDC Construction Company.

"Contractor Agreement" shall mean the Contractor Agreement between the City and Contractor, as the same may be amended, modified or supplemented from time to time in accordance with the terms of this Agreement.

"County" shall mean the County of Manatee, State of Florida.

"Damages" shall mean any loss, liability, claim, damage, cost and expense, including costs of investigation and defense and reasonable attorneys' fees, whether the action is for money damages, or for equitable or declaratory relief.

"Design Development Documents" shall mean drawings and specifications based upon, and refining, the Schematic Design Documents and illustrating the scope, relationship, forms, size, functionality and appearance of the Complex and shall provide detail regarding the exteriors of the Complex by means of plans, sections and elevations, typical construction details, equipment layouts and specifications.

"Design Documents" shall refer to, as applicable, the Schematic Design Documents, the Design Development Documents and the Construction Drawings and Specifications.

"Event of Default" shall have the meaning set forth in Section 8.1 hereof.

"Force Majeure" shall mean acts of God, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (excluding any governmental action or inaction with respect to the granting or withholding of any governmental approvals or Permits needed for the construction or operation of the Ballpark or the acquisition of the Site), material shortages, strikes, boycotts, lockouts or labor disputes, or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

"Governmental Authority" shall mean any federal, state, county, city, local or other government or political subdivision or any agency, city, board, bureau, commission, department or instrumentality thereof.

"Guaranteed Maximum Price" or "GMP" shall mean the Guaranteed Maximum Price for the cost of constructing, renovating, furnishing and equipping the Complex, which shall be established as set forth in the Contractor Agreement.

"Law" shall mean any law, statute, code, ordinance, regulation or constitutional or charter provision, duly enacted or adopted by any Governmental Authority.

"Lease" shall mean the Lease and Operating Agreement to be entered into by the City and the Team, the form of which is attached hereto as Exhibit 1.

"Legal Requirements" shall mean all present and future Laws applicable to the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Project, including, without limitation, all Laws relating to the issuance of any bonds by any Governmental Authority in connection with the financing of the Project.

"Major League Baseball" or "MLB" shall mean, collectively, the Office of the Commissioner of Baseball, the Commissioner of Baseball, the Major League Baseball clubs, Major League Baseball Enterprises, Inc., Major League Baseball Properties, the Ownership Committee of Baseball, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional baseball in a manner comparable to Major League Baseball.

"McKechnie Field" shall mean the baseball complex located at 1609 9th Street West, Bradenton, Florida, commonly known as McKechnie Field.

"Parties" shall mean the City and the Team.

"Permits" shall mean any permit, license or approval to be issued by any Person, including, but not limited to, required permits for construction, demolition, installation, alteration or repair of any improvements related in any manner to the Project.

"Person" shall mean any natural person, sole proprietorship, corporation, partnership, trust, limited liability company, limited liability association, unincorporated association, joint venture, joint-stock company, Governmental Authority, or any other entity.



"Pirate City" shall mean the baseball facilities known as Pirate City Baseball Training Facility, located at 1801 27th Street East, Bradenton, Florida.

"Prime Rate" shall mean that rate of interest published from time to time in the Money Rates column of The Wall Street Journal as the "Prime Rate" or "Prime Interest Rate."

"Project" shall mean (a) the planning, development, design, construction and renovation of McKechnie Field and (b) the planning, development, design, construction and renovation of Pirate City. The Project is generally described on Exhibit 2.

"Project Budget" shall mean the budget of the Project Costs and shall contain a reasonably detailed breakdown of the various elements of the Project Costs as approved by the Parties.

"Project Costs" shall mean all costs and expenses of planning, designing, constructing, renovating, and equipping the Complex, including architectural, design and engineering services associated with the planning, design construction and renovation of the Complex; all costs and expenses of Permits and costs and expense for obtaining all Permits or approvals associated with the Complex; all costs and expenses that would be categorized as soft costs in accordance with industry standards for the design and construction of major construction projects, such as the Complex, including design fees, development costs, insurance and third party professional services, all labor, materials, equipment and services to be provided in connection with the renovation of the Complex, including, all costs and expenses included in the GMP; all costs and expenses incurred in connection with the purchase and installation of all machinery, furnishings, fixtures and equipment required for the operation of the Complex; and adequate construction contingencies and reserves, but in no event shall "Project Costs", for the purposes of this Development Agreement, include the costs of capital improvements reserves, bond reserves, capitalized interest or financing costs.

"Project Schedule" shall mean the master project schedule, as updated in accordance with the Contractor Agreement, and attached hereto as Exhibit 3.

"Schematic Design Documents" shall mean, as applicable, with respect to the Complex, the schematic design documents prepared by the Architect of the various Complex components, showing, among other things, the building exterior spaces, and major architectural and interior finishes; including those items set forth in Exhibit 4.

"Site" shall mean the property identified in the Site Plan as the "McKechnie Field" and "Pirate City."

"Site Plan" shall mean the site plan attached hereto as Exhibit 5.

"Substantial Completion" shall that the work under the Contract Documents is essentially and satisfactorily complete, such that the Complex is ready for opening to the general public and full occupancy and use by the Team. A minor amount of work, as determined by and at the discretion of the Team, such as installation of minor accessories or items, a minor amount of

painting, minor replacement of defective work, minor adjustment of controls or sound systems, or completion or correction of minor exterior work that cannot be completed due to weather conditions, will not delay determination of substantial completion. In no event shall substantial completion be deemed to have occurred unless such certificates required by all Legal Requirements for opening of the Complex to the general public have been issued to the Team.

"Team" shall mean Pittsburgh Associates.

"Team Indemnified Persons" shall mean the Team and its partners, officers, employees, agents and attorneys.

"Team Representative" shall mean Trevor Gooby or Dennis DaPra, or any successor to the foregoing person designated by the Team by written notice to the City.

#### Section 1.2 Construction of Terms.

As the context of this Agreement may require, terms in the singular shall include the plural (and vice versa) and the use of feminine, masculine or neuter genders shall include each other. Wherever the word "including" or any variation thereof, is used herein, it shall mean "including, without limitation," and shall be construed as a term of illustration, not a term of limitation. Wherever the word "or" is used herein, it shall mean "and/or".

### ARTICLE 2 ARCHITECT AND DESIGN

#### Section 2.1 Architect Agreement.

(a) The City has entered into an Architect Agreement upon the terms approved by the Team in accordance with this Agreement. See Exhibit 8. The Architect Agreement shall include provisions requiring:

- (i) An indemnification in favor of the City and the Team;
- (ii) Provisions requiring the Architect to maintain insurance acceptable to the Team and the City, including the coverages, limits of liability and other requirements set forth in Exhibit 6;
- (iii) Acknowledgement of the Team as a third party beneficiary of the Architect Agreement;
- (iv) The Architect to promptly deliver such documents and other information as reasonably requested by the Team, and otherwise cooperate with the Team, to meet the Project Schedule deadlines;
- (v) The Architect to design the Complex and be responsible for providing documents necessary for approvals of the design of the Complex at the times and occasions set forth in Section 2.3;

(vi) The Architect to discharge any lien filed by it or its respective subcontractors or consultants for labor performed or materials or services furnished in connection with the construction and renovation of the Complex;

(vii) The Architect to perform its services in accordance with all Laws; and

(viii) The Architect to provide the Contractor with information reasonably required by the Contractor for cost estimating and scheduling, to consult with the Contractor regarding matters affecting cost and schedule, to cooperate with the Team and the City and Contractor in reconciling the design, program, Project Schedule and Project Budget, and to produce documents that are consistent with the Team and the City approvals.

(b) Changes to Architect Agreement. The Team shall have the right to approve any change, modification or amendment to the Architect Agreement. The City shall submit to the Team Representative for review and approval any such proposed change, modification or amendment. The Team shall have ten (10) days to approve or disapprove such change. Approval shall not be unreasonably withheld, conditioned or delayed and the Team shall state the reasons for any disapproval in writing.

(c) Right to Attend Meetings. The Team Representative shall receive notice of all design meetings, have the right to attend all design meetings regarding the design of the Complex and to receive all documents from the Architect at the same time as the City shall receive them. All design meetings shall be held in Bradenton, Florida unless otherwise agreed by the Parties and shall be scheduled at a time that generally allows the Team Representative to attend.

## Section 2.2 Project Representatives.

(a) Team Representative. The Team has designated the Team Representative as its agent and representative authorized to act on the Team's behalf with respect to the Project. The Team reserves the right to change its representative, and the Team shall notify the City in writing prior to such change. The City shall have the right to approve any replacement of the Team Representative, which approval shall not be unreasonably withheld, conditioned or delayed. The Team Representative is the Team's exclusive representative to the City insofar as this Agreement is concerned. All instructions from the Team to the City relating to this Agreement shall be issued or made in writing through the Team Representative. All communications and submittals from the City to the Team shall be issued or made through the Team Representative, unless the Team or the Team Representative shall otherwise direct in writing.

(b) City Representative. The City has designated the City Representative as its agent and representative authorized to act on the City's behalf with respect to the Project. The City reserves the right to change its representative, and the City shall notify the Team in writing prior to such change. The Team shall have the right to approve any replacement of the City Representative, which approval shall not be unreasonably withheld, conditioned or delayed. The City Representative is the City's exclusive representative to the Team insofar

as this Agreement is concerned. All instructions from the City to the Team relating to this Agreement shall be issued or made in writing through the City Representative. All communications and submittals from the Team to the City shall be issued or made through the City Representative, unless the City or the City Representative shall otherwise direct in writing.

Section 2.3 Design Approval Process.

(a) Schematic Design Documents. The Parties have approved the Schematic Design Documents.

(b) Design Development Documents. Based upon the Schematic Design Documents, the City shall cause the Architect to prepare the Design Development Documents and submit the Design Development Documents to the Team Representative and the City Representative on or before the date for delivery set forth in the Project Schedule. The Team Representative and the City Representative, and such other staff and personnel as each Representative deems appropriate, shall meet as necessary to review the Design Development Documents and confirm that they comply with the design intent of the Schematic Design Documents. The Team Representative and the City Representative shall use good faith efforts to resolve any disagreements in an expeditious manner so as not to delay the mutual approval of the Design Development Documents.

(c) Construction Drawings and Specifications. Upon approval of the Design Development Documents, the City shall cause the Architect to prepare Construction Drawings and Specifications based on the approved Design Development Documents. The Team Representative and the City Representative shall review and approve the Construction Drawings and Specifications and confirm that the Construction Drawings and Specifications comply with the design intent of the Design Development Documents. The City shall cause the Architect to coordinate with the Contractor to organize the Construction Drawings and Specifications in such a manner as to prepare bid documents for competitive pricing.

(d) Contractor to Provide Estimates. With each submittal of the documents specified in this Section, the Contractor shall provide a detailed estimate of the cost based upon the documents delivered to the Team Representative and the City Representative. The Contractor shall meet with the Team Representative and the City Representative as requested to provide information regarding the estimate and value engineering proposals.

ARTICLE 3  
CONSTRUCTION MATTERS

Section 3.1 Construction Administration.

(a) Contractor Agreement. The City has entered into a Contractor Agreement upon the terms approved by the Team and in accordance with the terms of this Agreement. The Contractor Agreement shall include provisions requiring:

- (i) an indemnification in favor of the City and the Team;

(ii) the Contractor to maintain insurance acceptable to the City and the Team, including the coverages, limits of liability and other requirements set forth in Exhibit 7;

(iii) acknowledgement of the Team as a third party beneficiary of the agreement;

(iv) compliance with all Laws;

(v) the Contractor to promptly deliver such documents and other information as reasonably requested by the City or the Team and otherwise cooperate with the City and the Team to meet the Project Schedule; and

(vi) the Contractor to discharge any lien filed by it or its respective subcontractors or consultants for labor performed, or materials or services furnished in connection with the Project.

(b) City Oversight of Contractor. The City, in cooperation with the Team, shall cause the Contractor to:

(i) Prepare the Project Budget to be approved by the Parties;

(ii) Develop a Project Schedule and cause the Project Schedule to be updated on at least a monthly basis and deliver a copy of same to the Team Representative and the City Representative;

(iii) Provide detailed estimates as set forth in Section 2.3(d) hereof;

(iv) Develop a GMP for approval by the Team and the City;

(v) Obtain or cause to be obtained, in coordination with the Architect, all Permits;

(vi) Maintain complete and accurate books and records, consistent with industry standards, regarding the design, construction and renovation of the Complex, including records relating to the Contract Documents, shop drawings, Change Orders, as built drawings, applications for payment, Permits, insurance policies, correspondence, bills, vouchers, receipts and lien waivers;

(vii) Develop and implement a plan for construction staging and storage;

(viii) Furnish promptly to the Team Representative all documents and information required to be provided pursuant to this Agreement and all other information that the Team Representative may reasonably request;

(ix) Notify promptly the Parties of any claim, suit, proceeding or action that is initiated or threatened in connection with the Project;

(x) Make available to the Team Representative copies of all Project meeting minutes and, upon written request of the Team Representative, all Project documents;

(xi) Make available to the Team copies of all contracts and subcontracts relating to the Project, and all amendments thereto;

(xii) Provide the Team Representative with monthly progress reports containing such financial information as the Team may reasonably request relating to Project Costs and including a status report on the progress of the Project; and

(xiii) Supervise and coordinate the Project so that the Complex is constructed, renovated, equipped and furnished in a good and workmanlike manner in accordance with the Contract Documents, lien free, and achieves Substantial Completion on or before February 1, 2008 (subject to Force Majeure) in accordance with all Legal Requirements.

(c) Changes to Contractor Agreement. The Team shall have the right to approve any change, modification or amendment to the Contractor Agreement. The City shall submit to the Team Representative for review and approval any such proposed change, modification or amendment. The Team shall have ten (10) days to approve or disapprove such change. Approval shall not be unreasonably withheld, conditioned or delayed and the Team shall state reasons for any disapproval in writing.

(d) Change Orders. The City shall promptly submit to the Team Representative for review and approval any Change Orders. The Team Representative shall review the Change Order in an expeditious manner so that the City shall have sufficient time to respond within the period of time provided in the Contractor Agreement for responding to Change Orders. The Team Representative shall exercise good faith efforts to respond as diligently and expeditiously as possible to any requested Change Order. In the event that the Team Representative disapproves a Change Order, the Team Representative shall state, with specificity, the reason for disapproval.

(e) Team's Right Attend Meetings. The Team Representative shall receive from the City advance notice of all Project meetings. During the term of this Agreement, the Team Representative and the City Representative shall have the right to attend all of the Construction Team meetings, inspect the Complex at all reasonable times and subject to all Site safety rules, and receive all documents provided to the City at the same time as provided to the City. The Team Representative and the City Representative shall meet regularly in order to keep the Parties informed throughout the duration of the planning, design, construction and renovation of the Complex.

### Section 3.2 Lists of Contractors and Subcontractors.

Upon the request of the Team, the City shall promptly furnish to the Team correct lists of all contractors and subcontractors employed in connection with the construction and renovation of the Complex and true and correct copies of all executed contracts, subcontracts and purchase orders therefor.

Section 3.3 City Responsibilities.

(a) The City shall be responsible for the administration of the Architect Agreement and the Contractor Agreement, subject to the rights of the Team as set forth herein.

(b) The City shall select and negotiate contracts with all consultants and professionals that shall comprise the Construction Team, subject to consultation with and final approval by the Team.

(c) The City shall provide accounting services for the Project.

(d) The City shall furnish to the Team monthly reports containing (i) a status of design planning, (ii) a comparison of the Project Budget to costs incurred through the date of the report, and an analysis of the reasons for variances, (iii) a narrative comparison of the Project Schedule to the work actually completed through the date of the report, and an analysis of the reasons for variances, (iv) any revision to the Project Schedule and/or Project Budget, made during the month covered by the report, and (v) the status of any municipal requirements and activities required to facilitate the approval of the Project.

(e) The Team shall have the right to review and approve the use of contingencies established in the Project Budget.

(f) The City shall, in coordination with the Contractor, the Architect and the Team, develop procedures for reviewing and processing applications for payments by the Contractor, and procedures for payment of other Project Costs, including payments to other consultants. Any such procedures shall include the right of the Team Representative to review and approve the applications for payments and invoices.

(g) The City shall take all action reasonably required to comply with all Legal Requirements and take all reasonable action to cause the Architect, the Contractor, and all other agents and contractors to design and construct the Complex in accordance with Legal Requirements.

(h) The City, together with the Team Representative, shall supervise punchlist and warranty work after the date of Substantial Completion of the Complex.

Section 3.4 Permits.

The City shall comply with and keep in effect all Permits and other approvals obtained from any Governmental Authorities, regardless of the procurer of such Permits, that relate to the construction and renovation of the Complex.

Section 3.5 Insurance.

(a) The City shall cause the Architect and the Contractor to maintain the insurance coverages as described in Exhibit 6 and Exhibit 7, respectively.

(b) Risks of Damage or Destruction Prior to Completion. The City shall obtain a builder's risk policy of property insurance for the Complex, which provides coverage for direct physical loss or damage resulting from an insured peril at the Complex or to personal property that is at the Complex, in storage or in transit. This coverage may include sublimits for delay in completion (including gross earnings and soft costs) and for hurricane, windstorm and flood coverage as agreed to by the Parties. The policy shall be an "all risk" or "special form" policy. The City shall apply the proceeds of any recovery under such builder's risk policy of property insurance toward restoration of the damage giving rise to such proceeds and to other costs arising out of such damage. All such insurance proceeds shall be considered project funds and will be deposited in the appropriate Project Accounts in order to pay for the Project Costs.

#### ARTICLE 4 FINANCING OF THE PROJECT

##### Section 4.1 Project Budget.

The Team and the City agree that the Project Costs shall be paid out of the Project Budget. The Project Budget shall be funded by the City and the Team shall not be responsible for any Project Costs.

##### Section 4.2 Use of Project Cost.

The Parties shall cooperate with each other and the other members of the Project Team to assure that as many program elements, amenities and design features as are reasonable for a first-class MLB spring training facility are included in the Project Costs. The City shall be responsible for payment of any costs in excess of the Project Costs, which payment shall be made at such time as any portion thereof is legally required to be paid with respect to the Complex.

#### ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF CITY

The City hereby represents and warrants to the Team that, as of the date of execution of this Agreement:

##### Section 5.1 Authorization, Validity and Enforceability.

The City has all requisite power to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the City of this Agreement have been duly authorized and approved by all necessary City action. This Agreement when executed, shall constitute the valid and legally binding obligations of the City, enforceable against it in accordance with their respective terms.

##### Section 5.2 No Conflicts.

The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, of any provision of any other agreements, charters, instruments,



contracts, judgments or decrees to which the City is a party, or by which the City or its assets may be bound or affected.

Section 5.3 No Violation of Laws.

The City has complied in all material respects with all Legal Requirements, and the City is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect related to the transactions contemplated in and by this Agreement.

Section 5.4 Litigation.

To the best of the City's knowledge, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against the City seeking to restrain or prohibit, or seeking Damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or the performance of the City hereunder.

ARTICLE 6  
REPRESENTATIONS AND WARRANTIES OF TEAM

The Team hereby represents and warrants to the City that, as of the date of execution of this Agreement:

Section 6.1 Organization.

The Team is a Pennsylvania limited partnership duly organized, validly existing and in good standing under the Laws of State of Pennsylvania.

Section 6.2 Authorization, Validity and Enforceability.

All corporate action necessary for the authorization, execution, delivery and performance of all obligations of the Team under this Agreement has been taken. All consents and approvals of any Person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute valid and legally binding obligations of the Team enforceable in accordance with its respective terms.

Section 6.3 No Conflicts.

The execution, delivery and performance of this Agreement shall not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Team is a party or by which the Team or its assets may be bound or affected including the Constitution, by-laws, rules and regulations of Major League Baseball, nor shall the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Team is a party or by which the Team or its assets may be bound or affected.

Section 6.4 No Violations of Laws.

The Team has not received written notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Team with Legal Requirements, and the Team is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency, or other Governmental Authority that is in any respect material to the transactions contemplated in and by this Agreement.

Section 6.5 Litigation.

To the best of the Team's knowledge, there is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or threatened against or which affects the Team that has been served upon or of which the Team has knowledge, that could have a material adverse affect upon the Team's performance under this Agreement or the financial condition or business of the Team.

ARTICLE 7  
GENERAL CONDITIONS

Section 7.1 City's Conditions.

The obligations of the City to perform this Agreement are subject to the satisfaction of each of the following conditions (any of which may be waived by the City, in whole or in part):

- (a) Lease Agreement. The Team shall have executed and delivered the Lease Agreement.
- (b) Accuracy of Representations. All of the representations and warranties of the Team in this Agreement must have been accurate in all material respects as of their respective dates of execution and delivery.
- (c) Performance. All of the covenants and obligations that the Team is required to perform or to comply with pursuant to this Agreement prior to the date of the City's performance, as applicable, including the delivery of all documents and notices provided for therein, must have been performed and complied with in all material respects.
- (d) No Injunction. There shall not be in effect any Legal Requirements or any injunction or other order that prohibits the consummation of this Agreement.
- (e) Delivery of Other Documents. The Team shall have delivered all documents and notices required by this Agreement including, opinions of counsel that shall, among other things, verify the due authorization for the execution and delivery of the Agreement by the Team.

Section 7.2 Team's Conditions.

The obligations of the Team to perform this Agreement are subject to the satisfaction of each of the following conditions (any of which may be waived by the Team, in whole or in part):

(a) Lease Agreement. The City shall have executed and delivered the Lease Agreement.

(b) Accuracy of Representations. All of the City's representations and warranties in this Agreement must have been accurate in all material respects as of the date hereof.

(c) Performance. All of the covenants and obligations that the City is required to perform or to comply with pursuant to this Agreement prior to the date of the Team's performance, including the delivery of all documents and notices provided for therein, must have been performed and complied with in all material respects.

(d) No Injunction. There must not be in effect any Legal Requirements or any injunction or other order that prohibits the consummation of this Agreement.

(e) Delivery of Other Documents. The City shall have delivered all documents and notices required by this Agreement including opinions of counsel that shall, among other things, verify the due authorization for the execution and delivery of the Agreement by the City.

## ARTICLE 8 DEFAULT AND REMEDIES

### Section 8.1 Events of Default.

Each of the following shall constitute an Event of Default under this Agreement:

(a) Team Event of Default.

(i) The Team's violation or failure to perform or observe any covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the Team by the City identifying with particularity the failure or violation, provided that if such failure or violation is susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default provided that the Team promptly advises the City of the Team's intention to duly institute all steps necessary to cure such default and the Team promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the Team herein shall prove to have been incorrect when made, in any material respect.

(b) City Event of Default.

(i) The City's violation or failure to perform or observe any covenant or condition of this Agreement, which failure or violation shall continue for thirty (30) days after receipt of written notice to the City by the Team identifying with particularity the failure or violation, provided that, if such failure or violation is susceptible to cure but is not reasonably capable of being cured within such thirty (30)-day period, there shall exist no Event of Default provided that the City promptly advises the Team of the City's

intention to duly institute all steps necessary to cure such default and the City promptly commences cure of such failure or violation, and diligently pursues such cure to completion; and

(ii) Any representation or warranty made by the City herein, shall prove to have been incorrect when made, in any material respect.

Section 8.2 Remedies Cumulative; Waiver.

All rights and remedies set forth in this Agreement are cumulative and in addition to the Parties' rights and remedies at law or in equity. A Party's exercise of any such right or remedy shall not prevent the concurrent or subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

Section 8.3 Force Majeure.

The nonoccurrence of any condition under this Agreement shall not give rise to any right otherwise provided in this Agreement when such failure or non-occurrence is due to the occurrence of a Force Majeure condition and without the fault of the Party claiming an extension of time to perform. An extension of time for any such cause, if any, shall be limited to the period of delay due to such cause, which period shall be deemed to commence from the time of the commencement of the cause, provided that, if notice by the Party claiming such extension is sent to the other party more than thirty (30) days after the commencement of the cause, the period shall be deemed to commence thirty (30) days prior to the giving of such notice. Times of performance under this Agreement also may be extended as mutually agreed upon in writing by the City and the Team. However, failure to agree to a proposed extension of time for performance shall not be deemed grounds for delay or failure to timely cure an Event of Default under this Agreement.

ARTICLE 9  
INDEMNIFICATION

Section 9.1 Indemnification and Payment of Damages by Team.

The Team shall indemnify, defend and hold harmless the City Indemnified Persons for, and shall pay to the City Indemnified Persons From a third party claim, the amount of any Damages arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by the Team in this Agreement or exhibit attached hereto or any other certificate or document delivered by the Team to the City pursuant to this Agreement; and

(b) any breach by the Team of any covenant or obligation of the Team in this Agreement.

(c) Notwithstanding the foregoing, indemnification for any action lying in tort shall be limited to \$500,000 per person or \$1,000,000 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in Florida Statutes 768.28, as may be amended from time to time, whichever is greater.

© If the Team fails to make any payment of any sums payable by the Team to the City Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

#### Section 9.2 Indemnification and Payment of Damages by the City.

The City shall indemnify, defend and hold harmless the Team and the Team Indemnified Persons for, and shall pay to the Team Indemnified Persons the amount of Damages from a third party claim arising, directly or indirectly, from or in connection with:

(a) any breach of any representation or warranty made by the City in this Agreement or in any schedule or exhibit attached hereto or any other certificate or document delivered by the City to the Team pursuant to this Agreement; and

(b) any breach by the City of any covenant or obligation of the City in this Agreement.

(c) Notwithstanding the foregoing, the City's obligation to indemnify shall be limited to the sum of \$500,000 per person per occurrence or \$1,000,000 for claims or judgments arising out of the same incident or occurrence or the amounts set forth in the Florida Statutes 768.28 as may be amended from time to time which ever is greater. Nothing contained herein shall operate as a waiver of any sovereign immunity available to the City for any claims brought directly against the City by any third party.

© If the City fails to make any payment of any sums payable by the City to the Team Indemnified Persons on the date due by contract, which failure shall continue for thirty (30) days, then such payment shall bear interest at a rate of interest equal to the lesser of four percent (4%) above the Prime Rate or the highest rate permitted by Law, payable from the date such payment was due to the date of payment thereof.

ARTICLE 10  
MISCELLANEOUS

Section 10.1 Survival of Covenants, Agreements, Representations and Warranties.

No action taken pursuant to or related to this Agreement, including any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement.

Section 10.2 Additional Documents and Approval.

The Parties, whenever and as often as each shall be reasonably requested to do so by one of the other Parties, shall execute or cause to be executed any further documents and take any further actions as may be reasonably necessary or expedient in order to consummate the transactions provided for in, and to carry out the purpose and intent of, this Agreement. Furthermore, the City shall take all ministerial actions and proceedings reasonably necessary or appropriate to remedy any apparent invalidity, lack or defect in authorization, or illegality, or to cure any other defect that has been asserted or threatened.

Section 10.3 Good Faith.

In exercising its rights and fulfilling its obligations under this Agreement, each of the Parties shall act in good faith. Notwithstanding the foregoing, each Party acknowledges that in each instance under this Agreement where a Party is obligated to exercise good faith or to use good faith, diligent or other similar efforts, such Party shall not be required to expend any funds, or grant any other consideration of any kind, in the performance of such undertaking, and each Party further acknowledges that the obligation of any Party to act in good faith, or undertake good faith, diligent or other similar efforts does not constitute a warranty, representation or other guaranty that the result that the Parties are attempting to achieve shall be successfully achieved and no Party shall be liable for any failure to achieve the result or results intended so long as the Party has complied with its obligation to act in good faith.

Section 10.4 Notice of Matters.

In the event that any Party receives knowledge about any matter that may constitute a breach of any of its warranties or covenants set forth in this Agreement that arises after the date of this Agreement, it shall promptly notify the other Parties of the same in writing.

Section 10.5 Form of Notices; Addresses.

All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, fax, or overnight delivery service to the Parties as follows (or at such other address as a Party may from time to time designate by notice given pursuant to this Section):

To the Team: Pittsburgh Associates  
PNC Park at North Shore  
115 Federal Street  
Pittsburgh, PA 15212  
Attention: Vice President and General Counsel  
Fax: 412-325-4948

With a Copy to: Pirate City Baseball Training Facility  
1801 27th Street East  
Bradenton, FL 33505  
Attention: Director of Florida Operations  
Fax: 941-747-8151

To the City: City of Bradenton  
~~Bradenton, FL 33505~~ 101 OLD MAIN ST.  
Attention: Mayor BRADENTON, FL 34205  
~~Fax: 813-747-5359~~ 941-932-9548

With a Copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Fax: \_\_\_\_\_

Each notice shall be deemed given and received on the date delivered if served personally or by overnight delivery service, or, if sent by United States registered or certified mail, or fax transmission, then one (1) day after its delivery to the address of the respective Party, as provided in this Article, except that with respect to the notices pertaining to matters that are to be accomplished within less than three (3) days (e.g., requests for consent when the Person whose consent is sought has one (1) day to respond in the granting or denying of such consent), notice shall be deemed given simultaneously with its delivery. Notices sent by a Party's counsel shall be deemed notices sent by such Party.

Section 10.6 Calculation of Time.

Unless otherwise stated, all references to "day" or "days" shall mean calendar days.

Section 10.7 Time is of the Essence.

Time is of the essence of this Agreement. The City shall cause the work under the Contract Documents to meet the Project Schedule, which shall not be altered except by a Change Order agreed to by the Parties. The City acknowledges (a) that Substantial Completion of the Project by February 1, 2008 is of paramount importance to the Team because of the unique nature of the Project and the expense involved in training or playing in a substitute facility, and (b) that the Team shall suffer significant damages, including lost revenues, rental expenses for spring training facilities and player/employee housing, and related costs and expenses if the Project does not achieve Substantial Completion by February 1, 2008.

Section 10.8 Incorporation by Reference.

All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

Section 10.9 Entire Agreement.

This Agreement contains the sole and entire agreement between the Parties with respect to their subject matter and supersede any and all other prior written or oral agreements between them with respect to such subject matter.

Section 10.10 Amendment.

No amendment, modification or termination of this Agreement shall be valid unless in writing and duly executed by the Party affected by the amendment, modification or termination.

Section 10.11 Binding Effect; Assignment.

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereof. The Team and the City shall not assign its respective interests under this Agreement without the prior written consent of the other Party.

Section 10.12 Headings.

The headings contained in this Agreement are for convenience of reference only, and shall not limit, extend or otherwise affect the meaning hereof.

Section 10.13 No Presumption Against Drafter.

This Agreement has been negotiated at arm's length and between Persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

Section 10.14 Severability.

If any term or provision of this Agreement or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to Persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law.



Section 10.15 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than the Parties and their permitted successor(s) and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

Section 10.16 Governing Law.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida, notwithstanding its conflicts of law or choice of law provisions. The parties agree that venue shall lie for any actions in Manatee County only.

Section 10.17 Counterparts.

This Agreement may be executed and delivered in three or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall be deemed to be one Agreement.

Section 10.18 Relationship of Parties.

It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

Section 10.19 Dispute Resolution.

For purposes of this Section only, the term "Claim" shall mean any Claim other than for specific performance or injunctive relief between or among the Parties that cannot be resolved by their respective representatives. Any such claim shall be submitted to non-binding mediation administered in accordance with the Commercial Arbitration Rules and Mediation Procedures of the American Arbitration Association (AAA) then in effect. Unless the Parties otherwise agree, within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the Parties and each Party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Claim. If a Claim has not been resolved within sixty (60) after submission of the Claim to mediation, then either Party may submit the Claim to binding arbitration in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA then in effect. All arbitration proceedings shall be held in Bradenton, Florida. Demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association. The demand for arbitration may be filed at the same time as the demand for mediation but the arbitration proceedings shall be stayed until the time period for the mediation proceedings referenced above has expired. The demand for arbitration shall be made within a reasonable time after the Claim, but in no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statutes of limitations. The prevailing party in the arbitration proceeding shall be entitled to recover its reasonable, costs, expenses and attorneys' fees as part

of the award. The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable Law in any court having jurisdiction thereof. The agreement to arbitrate under this Section shall be specifically enforceable under applicable Law in any court having jurisdiction thereof.

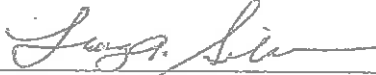
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date stated in the first paragraph of this Agreement.

TEAM:

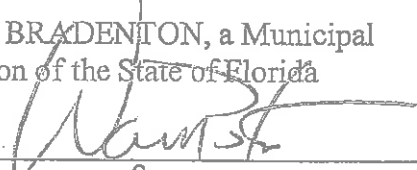
PITTSBURGH ASSOCIATES, a Pennsylvania limited partnership

By: Pittsburgh Baseball, Inc., a Pennsylvania corporation, its general partner

By:   
Name: LARRY A. SILVERMAN  
Title: VP and GENERAL COUNSEL

CITY:

CITY OF BRADENTON, a Municipal Corporation of the State of Florida

By:   
Name: WAYNE POSTON  
Title: MAYOR

## LIST OF EXHIBITS

- Exhibit 1 - Lease and Operating Agreement
- Exhibit 2 - Description of Project
- Exhibit 3 - Project Schedule
- Exhibit 4 - Schematic Design Documents
- Exhibit 5 - Site Plan
- Exhibit 6 - Architect Insurance Requirements
- Exhibit 7 - Contractor Insurance Requirements

EXHIBIT 1

LEASE AND OPERATING AGREEMENT

1. General Description of Exhibit Content: A copy of the final execution form of the Lease and Operating Agreement for the Complex.

## EXHIBIT 2

### DESCRIPTION OF THE PROJECT

The Project includes the design and construction of the following renovations and new improvements:

#### McKechnie Field

- Install field lighting and ingress/egress lighting for night games
- Construct Renovations and additions to existing Pirates' clubhouse
- Construct new visitors clubhouse and press lounge
- Install fixed awnings to bullpen areas
- Install water fountains, pave parking area, other miscellaneous improvements

#### Pirate City

- Construct new office/dormitory building
- Reconstruct north parking lot, increasing parking 40%
- Construct clubhouse addition and renovation
- Renovation of "half-field", install artificial turf infield
- Construct fifth practice field, including batter's eye and netting
- Construct public restroom and concession facility at practice fields
- Reconstruct fire access lane
- Install access gates at parking entry for security
- Install chain link security fencing
- Add 500-gallon above-ground fueling station

## EXHIBIT 3

### PROJECT SCHEDULE

1. General Description of Exhibit Content: A copy of the master project schedule containing all major milestone dates for the Project including, without limitation: outside dates for funding of the City Contributions, milestones (and review periods) for delivery of the Design Development Documents and Construction Drawings and Specifications, construction start date, major construction milestones (including substantial completion dates), outside dates for permitting and other approvals.
2. Party Responsible to Prepare Exhibit: The Contractor and the Architect with input from the City and the Team.
3. Parties to Review and Approve: The City and the Team.

EXHIBIT 4

SCHEMATIC DESIGN DOCUMENTS

1. General Description of Exhibit Content: A list of the Schematic Design Documents and any other design documents that describe the Project.
2. Party Responsible to Prepare Exhibit: The Architect.
3. Parties to Review and Approve: The City and the Team.



EXHIBIT 5

SITE PLAN

1. General Description of Exhibit Content: A copy of the Site Plan showing the site limits for Pirate City Training Facility and McKechnie Field and the related parking facilities.
2. Party Responsible to Prepare Exhibit: The Architect.
3. Parties to Review and Approve: The City and the Team.

## EXHIBIT 6

### ARCHITECT INSURANCE REQUIREMENTS

1. **General Liability Insurance.** (a) Workers' compensation and employer's liability insurance to the full extent as required by law, including Employers Liability coverage of at least \$1,000,000; (b) Commercial general liability coverage, including contractual liability and public liability coverage, in not less than the following amounts: (i) Bodily injury: \$1,000,000 each occurrence and \$2,000,000 annual aggregate; (ii) Property damage: \$1,000,000 each occurrence and \$2,000,000 annual aggregate; (iii) Business automobile liability insurance covering owned, non-owned and leased vehicles, with a combined single limit of \$500,000 per occurrence; and (iv) Excess or umbrella liability of \$3,000,000. These policies (other than the workers' compensation) shall name the Team and the City as additional insureds and shall be primary to any liability insurance carried by any of the additional insureds.

2. **Professional Liability Insurance.** Professional liability insurance, covering claims arising out of the performance of Architect's professional services for the Project, with minimum limits of \$1,000,000 per claim and \$2,000,000 annual aggregate and with a deductible of not more than \$100,000 per claim. Architect shall keep such insurance in effect for a period of not less than two (2) years after the date of completion of its services for the Project. If such professional liability insurance is written on a claims-made basis, such insurance shall have a retroactive date no later than the date of the Architect Agreement and shall include a supplemental extended reporting period provision.

3. **Other Insurance Requirements.** The insurance coverages described above shall be placed with insurance companies rated A minus VII or better by the current edition of Best's Key Rating Guide. Such insurance companies shall be authorized to do business in the State of Florida and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies. Architect shall submit valid certificates of insurance in form and substance satisfactory to the Team and the City evidencing the effectiveness of the referenced insurance policies, along with the original copies of the amendatory riders to any such policies. Architect shall also deliver to the Team and the City copies of any insurance policies required under this Agreement within ten (10) days after Owner's request for such policies.

EXHIBIT 7

CONTRACTOR INSURANCE REQUIREMENTS

A. **Limits**

1. **Commercial General Liability**  
\$1,000,000                      Each Occurrence  
\$2,000,000                      General Aggregate--Per Project Aggregate  
Products/Completed Operations Aggregate--Per Project Aggregate  
Personal Injury
2. **Business Automobile**  
\$1,000,000                      Combined Single Limit
3. **Workers' Compensation/Employers' Liability (Stop Gap)**  
Workers' Compensation - Coverage A  
\$1,000,000                      Each Accident  
\$1,000,000                      Disease--Policy Limits  
\$1,000,000                      Disease--Each Employee
4. **Umbrella Liability (coverage to "follow form" of underlying insurance)**  
\$5,000,000

B. **Other Requirements**

1. **Commercial General and Umbrella Liability Insurance.** Contractor shall maintain Commercial General Liability (CGL), and Commercial Umbrella liability insurance with limits as set forth above. If such CGL contains a general aggregate limit, it shall apply separately to this Project.
  - (a) CGL insurance shall be written on ISO occurrence for CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
  - (b) Owner and the entities listed in Section 5(d) below shall be included as additional insureds under the CGL and under the commercial umbrella liability policy, using ISO additional insured endorsement CG 20 10 10 93, or a substitute providing equivalent coverage, with changes requested by Owner. Contractor shall deliver to each additional insured a copy of the additional insured endorsement. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs carried by Owner. If any additional insured has other insurance that is

applicable to the loss such other insurance shall be on an excess or contingent basis.

- (c) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.

2. **Continuing Completed Operations Liability Insurance.** Contractor shall maintain the completed operations coverage for at least two (2) years following final completion of Contractor's Work.

- (a) Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.
- (b) Continuing CGL insurance shall have products-completed operations aggregate of at least two times the "each occurrence" limit.
- (c) Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the completed work equivalent to that provided under ISO form CG 00 01.

3. **Business Auto and Umbrella Liability Insurance.**

- (a) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
- (b) Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
- (c) Pollution liability coverage equivalent to that provided under the ISO pollution liability broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

4. **Workers' Compensation and Employers' Liability.** The alternate employer endorsement (WC 00 03 01 A) shall be attached showing Owner in the schedule as the alternate employer.
5. **General.** All policies shall:
  - (a) Be written by insurance companies with a Best's Rating of no less than "A:VII".
  - (b) Provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to Owner.
  - (c) Apply separately to each insured and additional insured against a whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - (d) Name the following entities as additional insureds: the City, Pittsburgh Associates, Pittsburgh Baseball, Inc., and, as applicable; their respective subsidiaries, affiliates, officers, directors employees.
  - (e) (i) provide defense as an additional benefit and not within the limits of liability, (ii) be endorsed to provide a waiver of subrogation in favor of the additional insureds, and (iii) with respect to workers' compensation and employer's liability insurance, contain stop gap endorsement for monopolistic states.

EXHIBIT 7

CITY AGREEMENT WITH ARCHITECT

**WATCH LIVE :** GMS 5-7 a.m. Noon Suncoast View News at 5, 5:30, 6 News at 7 News at 11

[http://www.mysuncoast.com/news/lecom-park-wins-top-honor-in-best-of-the-ballparks/article\\_6674fed6-749b-11e8-9aae-5b40cda099bd.html](http://www.mysuncoast.com/news/lecom-park-wins-top-honor-in-best-of-the-ballparks/article_6674fed6-749b-11e8-9aae-5b40cda099bd.html)

TOP STORY

## LECOM Park wins top honor in "Best of the Ballparks" competition

Chloe Conboy Jun 20, 2018



LECOM Park earns top honors in "Best of the Ballparks."

(Source: Bradenton Marauders)

BRADENTON, FL (WWSB) - Bradenton has just earned more bragging rights.

LECOM Park has once again claimed the championship in *Ballpark Digest's* "Best of the Ballparks" competition.

Ballpark Digest Magazine has announced the home of the Bradenton Marauders for the best High-A minor league stadium in Florida.

The historic Bradenton ballpark secured the title in a close final round. LECOM Park beat Winston-Salem's BB&T Field by 28 votes with a total of 31,000 fans voting in the competition.

"It's an honor for our home field to be selected as the top ballpark in the High-A classification," Bradenton Marauders General Manager Rachelle Madrigal said in a press release. "The love our fans have for LECOM Park and the high regard baseball fans everywhere have expressed for this historic facility was evident in the voting."

According to the Bradenton Marauders, they completed a renovation for \$10 million of fan areas in 2013. The renovations included the addition of a boardwalk around the outfield and a tiki bar. The fan friendly upgrades were dubbed as the "Best Ballpark Renovation (over \$1 million)" by *Ballpark Digest* in 2013.

The Marauders kick off the second half of the Florida State League season on Thursday, June 21 at 6:30 p.m.

# Baseball Fans Flock to Florida Spring Training

April 6, 2018 in MLB Spring Training News, Press Releases

It was a tale of two seasons during the 2018 Florida Spring Training season as 1,497,306 fans attended 237 games over the course of 33 days.

For the final 20 days of the 2018 season, March 8 through March 27, an average of 6,907 fans attended 137 games, a 25% increase, over the first 13 days.

The 2018 season opened with a full schedule of eight games on Friday, February 23, the earliest season opener on record. Through Wednesday, March 7, an average of 5,510 fans attended the first 100 games.

Highlights from the 2018 season included:

- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
- The 2017 World Series Championship resulted in a 21% increase in attendance for the Houston Astros at the Ballpark of the Palm Beaches. A total of 67,931 fans attended the Astros 15 Florida Spring Training Games, up from 55,881 in 2017. It was the Astros highest Spring Training attendance on record.
- Seven teams topped the 100,000 total attendance mark. The Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees and Philadelphia Phillies reached six figures.
- The most attended game of the 2017 season was the Atlanta Braves and Philadelphia Phillies, with 10,906 fans in attendance, at Spectrum Field on St. Patrick's Day, Saturday, March 17.
- The Boston Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.
- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.

Since 2000, a total of 29,651,981 fans have attended Spring Training games in Florida.

The 2018 Florida Spring Training attendance figure accounts for all games between Major League teams, played in the State of Florida. Attendances are compiled daily by the Florida Sports Foundation, the State of Florida's lead sports promotion and development organization and a Division of Enterprise Florida, Inc, and verified by each team.

Follow the Florida Grapefruit League at [www.floridagrapefruitleague.com](http://www.floridagrapefruitleague.com).

2018 Team-by-Team Florida Spring Training Attendance

Atlanta Braves – ESPN Wide World of Sports Complex, Lake Buena Vista

18 Games: 112,981 total attendance; 6,277 average per game

Largest Crowd: 10,330 vs. New York Yankees, Saturday, March 24

Baltimore Orioles – Ed Smith Stadium, Sarasota



Baltimore Orioles – Ed Smith Stadium, Sarasota

15 Games (One Rainout): 103,294 total attendance; 6,886 average per game

Largest Crowd: 8,782, vs. New York Yankees, Wednesday, March 14

Boston Red Sox – JetBlue Park, Fort Myers

17 Games: 165,688 total attendance; 9,746 average per game

Largest Crowd: 10,179 vs. Toronto Blue Jays, Thursday, March 15

Detroit Tigers – Publix Field at Joker Marchant Stadium, Lakeland

17 Games: 111,561 total attendance; 6,562 average per game

Largest Crowd: 10,077 vs. New York Yankees, Saturday, March 17

Houston Astros – FITTEAM Ballpark of the Palm Beaches, West Palm Beach

15 Games: 67,931 total attendance; 4,539 average per game

Largest Crowd: 6,663 vs. St. Louis Cardinals, Wednesday, March 14

Miami Marlins – Roger Dean Chevrolet Stadium, Jupiter

15 Games: 56,687 total attendance; 3,779 average per game

Largest Crowd: 7,648 vs. New York Yankees, Sunday, March 11

Minnesota Twins – Hammond Stadium at CENTURYLINK Sports Complex, Fort Myers

15 Games (One Rainout): 110,770 total attendance; 7,385 average per game

Largest Crowd: 9,284 vs. New York Yankees, Thursday, March 22

New York Mets – First Data Field, Port St. Lucie

17 Games: 93,647 total attendance; 5,509 average per game

Largest Crowd: 7,419 vs. New York Yankees, Wednesday, March 7

New York Yankees – George M. Steinbrenner Field, Tampa

16 Games: 158,104 total attendance; 9,882 average per game

Largest Crowd: 10,330 vs. Tampa Bay Rays, Sunday, March 4

Philadelphia Phillies – Spectrum Field, Clearwater

17 Games: 124,826 total attendance; 7,343 average per game

Largest Crowd: 10,906 vs. Atlanta Braves, Saturday, March 17

Pittsburgh Pirates – LECOM Park, Bradenton

16 Games: 96,363 total attendance; 6,023 average per game

Largest Crowd: 7,814 vs. New York Yankees, Saturday, February 24

St. Louis Cardinals – Roger Dean Chevrolet Stadium, Jupiter

14 Games: 82,791 total attendance; 5,914 average per game

Largest Crowd: 7,339 vs. New York Mets, Saturday, March 24

Tampa Bay Rays – Charlotte Sports Park, Port Charlotte

15 Games: 69,731 total attendance; 4,649 average per game

**Largest Crowd: 7,985 vs. New York Yankees, Sunday, March 25**

Toronto Blue Jays – Dunedin Stadium, Dunedin

15 Games: 68,929 total attendance; 4,595 average per game

Largest Crowd: 5,514 vs. Boston Red Sox, Monday, March 12

Washington Nationals – FITTEAM Ballpark of the Palm Beaches, West Palm Beach

15 Games: 74,003 total attendance; 4,934 average per game

Largest Crowd: 7,020 vs. St. Louis Cardinals, Sunday, March 25

Florida Spring Training Total Attendance

237 Games (two rained out): 1,497,306 total attendance; 6,318 average per game

Largest Crowd: 10,906, Atlanta Braves vs. Philadelphia Phillies, Spectrum Field, Clearwater, Saturday, March 17



## Economics

# Spring Training Ready to Descend Upon Florida and Arizona, But at What Cost?

7 Feb. 2018

By: [Michael Popke](#)

### Economic Benefits Can Be Outweighed by Cost of Facilities, Payments to Teams



Baltimore Orioles players at Spring Training in 2017. Image courtesy of YouTube

Many MLB teams open their spring training on February 14, which in some cases, means a sweetheart deal for communities in Arizona and Florida, currently gearing up for an influx of teams and fans that collectively give significant boosts to local economies.

Arizona's Cactus League, which includes 15 teams, many of which share stadiums, touts Spring Training's economic boon on its own website:

*The stats are in and they are good! According to a pair of studies released by the governor's office and members of the non-profit Cactus League Baseball Association, spring training baseball has become a driving force in Arizona's economy. The studies estimate that spring training generates \$544 million annually in economic impact for the state*

*of Arizona. Six out of every ten fans attending Cactus League games travel from out-of-town to visit and experience spring training baseball in Glendale, Goodyear, Mesa, Peoria, Phoenix, Scottsdale, Surprise and Tempe*

**The Grapefruit League, comprised of 15 teams that train in Florida and don't share stadiums, reports an even larger economic impact. More than \$750 million, according to a Florida Sports Foundation ad in the 2018 Florida Spring Training Guide.**

**Additionally, Airbnb reported last year that all 12 Grapefruit League cities saw "significant spikes" in Airbnb guest arrivals during the five weeks of spring training, compared to the previous five weeks. "Spring training represents a foundational component of the local economies for these 12 Florida cities," Tom Martinelli, public policy director for Airbnb Florida, said in April 2017. "By expanding lodging capacity for regions with limited hotel inventory, Airbnb hosts helped welcome more families and baseball fans to their cities while serving as ambassadors for their local communities."**

While the communities that host spring training teams are in the money, some of the facilities where those teams play continue to struggle. The \$152 million Camelback Ranch opened in Glendale, Ariz., in 2009 as the spring home of the Los Angeles Dodgers and Chicago White Sox, but — thanks to a fizzling local economy and interest rates — the city owed about \$331 million on the stadium as of last summer.

#### As KJZZ-FM reported:

*When it was originally conceived, Camelback Ranch was to be the centerpiece for one of Glendale's biggest revenue sources. But plans to develop the land around the Cactus League venue fizzled during the Great Recession. Camelback Ranch has so far been a money pit for Glendale.*

*"Everything came to fruition, except for the mixed-use project," Bailey said. "And that was to be the funding source for what was the facility."*

*Retail, hotels and a golf course were planned for around Camelback Ranch, which Glendale agreed to build in 2007. But the economy tanked in 2008. The venue opened in 2009, and developers failed to deliver sales tax generators needed to pay for the project.*

*Now the facility is only projected to bring in \$160,000 over the next year, and there's still no developer.*

A similar scenario could have played out in Viera, Fla., especially after the Florida Marlins, then the Montreal Expos and finally the Washington Nationals all moved out of the Brevard County-owned Space Coast Stadium. Instead, "a plan to lease the facility and the adjoining practice field to U.S. Specialty Sports Association (USSSA) may end up providing a more sustainable boost to the local economy than spring training did," according to a recent [BallparkDigest.com](#) report. "The sports-tourism firm is working to fill the ballpark and 15 adjoining fields with enough events to fill 75,000 nights of hotel room rentals annually."

#### According to FloridaToday.com:

*Starting this month, USSSA will be holding events almost every weekend or full week during 2018 at what's now known as the USSSA Space Coast Complex. The complex includes 15 baseball and softball fields of various sizes, with artificial turf and lights to accommodate night games.*

*"It's going to grow our sports tourism tremendously," said Tom Bartosek, the Office of Tourism's tourism operations coordinator and the office's point person on sports events. "It's going to have a very big impact, and it's like nothing we've seen. The hotels are going to see it. The restaurants are going to see it. The stores are going to see it. It's going to be a big economic impact. It's going to be great."*

*"That's not the only former spring training facility generating economic activity in Florida," BallparkDigest.com concluded. "Tournaments at Chain of Lakes Park (former Cleveland Indians and Boston Red Sox spring home) and Cocoa Expo Sports Complex (former Houston Astros and Florida Marlins spring home) are expected to generate some 5,000 nights of hotel reservations. ... Add in the former Dodgertown complex in Vero Beach, and you have plenty of old spring-complexes shown new life with sports tourism."*

## Corey Fortin

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**From:** Sharon Beauchamp  
**Sent:** Friday, August 10, 2018 6:19 PM  
**To:** Corey Fortin  
**Subject:** FW: [EXTERNAL] 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

Info for our OTTED report file

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**From:** Carl Callahan  
**Sent:** Tuesday, July 31, 2018 8:27 AM  
**To:** Sharon Beauchamp <Sharon.Beauchamp@cityofbradenton.com>  
**Subject:** FW: [EXTERNAL] 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

FYI

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**From:** Jason Hendrix <jhendrix@flsports.com>  
**Sent:** Monday, July 30, 2018 3:18 PM  
**To:** Carl Callahan <Carl.Callahan@cityofbradenton.com>  
**Subject:** [EXTERNAL] 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

### **FOR IMMEDIATE RELEASE JULY 30, 2018**

**2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida**  
*Contact: Jason Hendrix, Director of Communications*  
850-488-1422 or [jhendrix@flsports.com](mailto:jhendrix@flsports.com)

**TALLAHASSEE, Fla.** – The Florida Sports Foundation today announced that the 2018 Florida Grapefruit League generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League’s overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

Governor Rick Scott said, “Each year, fans from around the world come to Florida to enjoy spring training. With incredible experiences, like spring training, happening in Florida, our tourism industry continues to break records. I encourage everyone who came to Florida for spring training this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State, should make this unique experience a priority for next year.”

Angela A. Suggs, President and CEO of the Florida Sports Foundation said, “The Sunshine State offers exceptional opportunities for residents and visitors to enjoy the national pastime of Spring Training. We are pleased with the continued success of the Florida Grapefruit League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play.”

The study showed a 61 percent increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League's economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams' games between February 23 and March 27.

A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams' local markets (52 percent out of state; 18 percent out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain's findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State's annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale. Eighty-six percent of fans are making plans to return for the 2019 Florida Spring Training season.

Florida Spring Training dates back to the late 1800s. Under the leadership of former St. Petersburg Mayor Al Lang, four teams were recruited to play in the greater St. Petersburg area for pre-season workouts and eventually grew to nine of the MLB's then 12 teams in 1925. The number of participating teams in the Grapefruit League has since grown to 15 of MLB's 30 teams. Since that time, over 50 Florida communities have hosted MLB Spring Training and eight teams have held their spring training in Florida communities for over 70 years. Since 2000, nearly 30 million fans have attended MLB Spring Training games in Florida.

**Highlights from Florida's MLB Spring training in 2018 included:**

- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.
- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
- Houston's 2017 World Series Championship resulted in a 21 percent increase in attendance for the Astros at the Ballpark of the Palm Beaches. A total of 67,931 fans attended the Astros' Spring Training Games, up from 55,881 in 2017.
- Seven teams, including the Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees and Philadelphia Phillies, topped the 100,000 total attendance mark.
- The Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.



# 2018 Major League Baseball Florida Spring Training Economic Impact Study



Joseph St. Germain, Ph.D.  
Phillip Downs, Ph.D.  
Rachael Anglin



downs & st. germain  
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# Introduction



FLORIDA<sup>TM</sup>

SPORTS  
FOUNDATION



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R E S E A R C H

# Goals

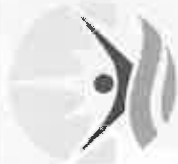
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- Determine overall economic impact, jobs supported, and associated wages for the state of Florida for all non-local attendees\* of MLB Florida Spring Training
- Determine overall economic impact, jobs supported, and associated wages of MLB Florida Spring Training team operating, facilities, and concessions expenditures

\* Live outside the county in which a game is played



# Executive Summary



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# Overall Economic Impact Profile

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## 2018 MLB Spring Training in Florida



in Economic Impact

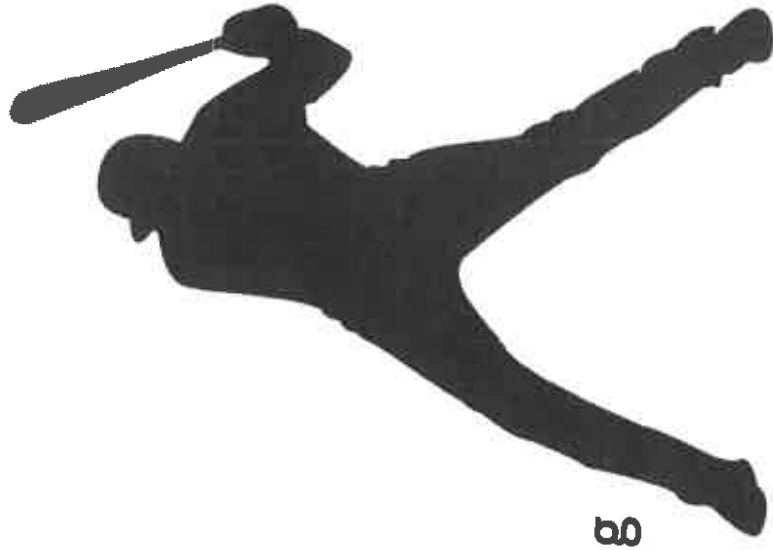
71

Jobs



in Direct Spending

\$700



# MLB Florida Spring Training

## Economic Impact: 2009 vs. 2018

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	2009 <sup>1</sup>	2018	Percent Change
Economic Impact <sup>2</sup>	\$426,573,346	\$687,067,100	+61.1%
Jobs Supported	5,235	7,152	+36.6%
Wages	\$162,087,507	\$253,799,400	+56.6%

<sup>1</sup> The 2009 report did not account for fans attending multiple games which overestimated the economic impact, jobs supported, and wages. Therefore, to make a valid comparison, the economic impact equation used for 2018 was applied to the 2009 data.

<sup>2</sup> The 2018 economic impact multiplier for fan spending was applied to the 2009 figures.

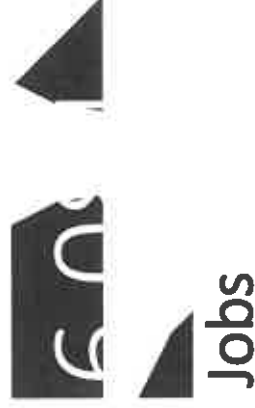
# Economic Impact Profile – All Fan Spending

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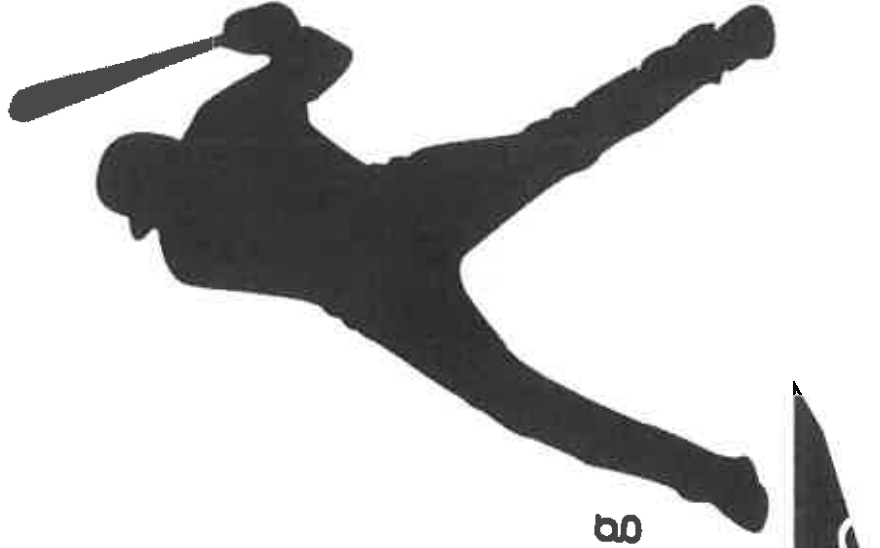
## 2018 MLB Spring Training in Florida



in Economic Impact



Jobs



in Direct Spending

# Economic Impact Profile – Out of State Fan Spending

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## 2018 MLB Spring Training in Florida



in Economic Impact



Jobs



in Direct Spending



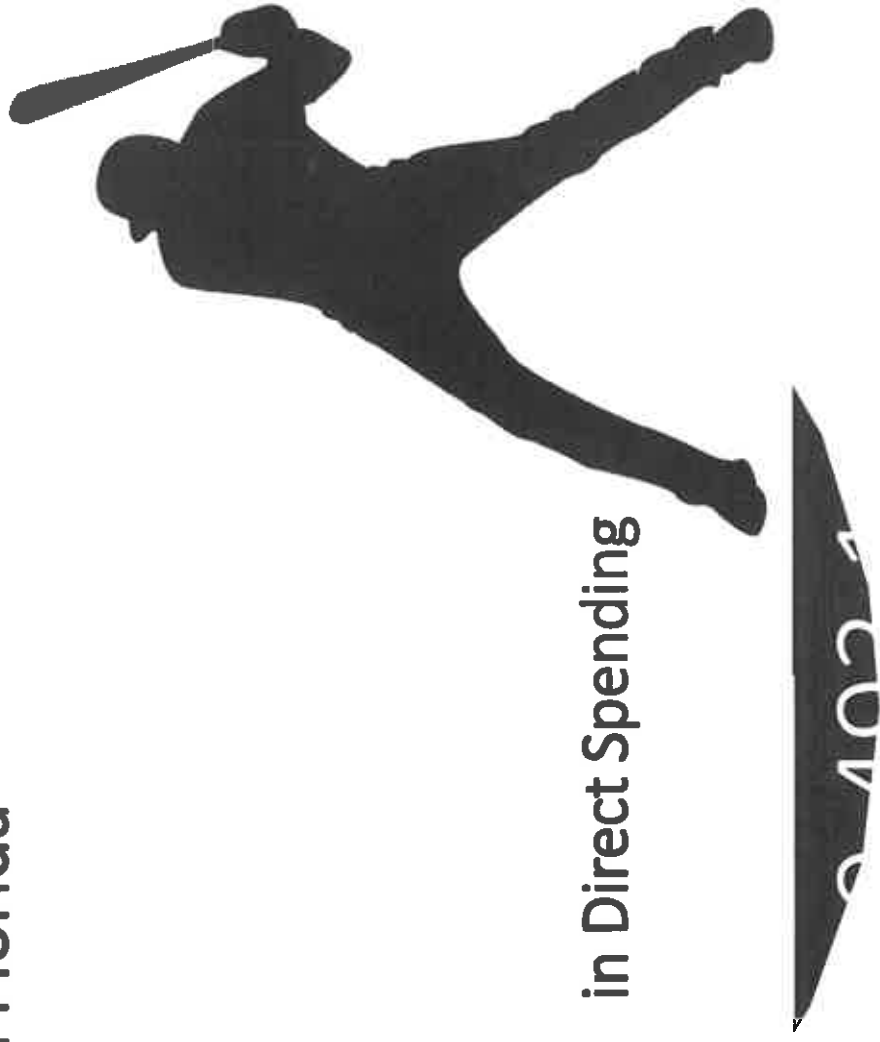
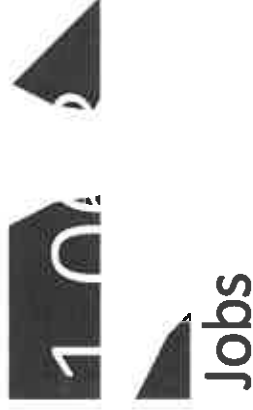
# Economic Impact Profile – Team Spending

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## 2018 MLB Spring Training in Florida



in Economic Impact



in Direct Spending



# 2018 MLB Spring Training in Florida: Metrics

Total Attendance:

**1,497,306**

Number of Games:

**237**

Average Attendance per Game:

**6,318**

Unique Out-of-State Fans:

**300,822**

Unique Florida Resident  
Out-of-County Fans:

**135,268**



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# Fans attending a typical MLB Spring Training game:

6,318  
fans per game

52%

Out-of-State  
Residents

18%

Florida Residents from  
another County

30%

Local  
Residents



# Attendee Profile (Non-Local)

- » Attended 2.9 Spring Training games
- » 25% traveled with children
- » Main Reason for visiting:
  - Spring Training (61%)
  - Vacation (18%)
- » Top 2 activities outside Spring Training:
  - Dining out (60%)
  - Going to the beach (44%)
- » 52 years old
- » Annual household income: \$93,500
- » Top origin regions
  - Northeast 30% - Florida 28%
  - Midwest 20%



# Attendee Profile (continued)

- » Stayed in a hotel (34%)
- » Traveled with one other person (45%)
- » Drove to the destination (51%)
- » Gave MLB Spring Training in Florida a 9.3 rating (on a 10-point scale)
- » 86% plan on returning next year
- » Saw, read, or heard advertising or promotions about MLB Spring Training (51%)

# 355,590

## Paid Accommodation Room Nights Attributed to Visitors of MLB Florida Spring Training



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# Detailed Findings



# Economic Impact – Fan Spending



# Direct Spending by Attendees

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Direct spending by category by attendees<sup>1</sup> who attended  
2018 MLB Florida Spring Training games:

Accommodations	\$	113,670,500
Restaurants	\$	60,765,500
Groceries	\$	18,081,800
Shopping	\$	27,554,300
Entertainment	\$	40,732,000
Transportation	\$	24,432,400
Other	\$	11,199,500
<b>Total</b>	<b>\$</b>	<b>296,436,000</b>

<sup>1</sup>Direct spending figures include spending by out of state attendees and Florida attendees who live outside the county of the Spring Training game they attended.



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# MLB Florida Spring Training Attendee Types

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One of the goals established by the Florida Sports Foundation for this study was to examine the economic impact of the following 4 types of fans:

1. Out of State Attendees: Primary trip purpose Spring Training
2. Out of State Attendees: Primary trip purpose other
3. Florida Resident, Non-County Attendees: Primary trip purpose Spring Training
4. Florida Resident, Non-County Attendees: Primary trip purpose other

Slides 17 through 29 show results for these 4 types of attendees.



# Attendee Profile:

Out of State Attendees: Primary trip purpose Spring Training

- » Attended 3.3 Spring Training games
- » 23% traveled with children
- » Top 2 activities outside Spring Training:
  - Dining out (63%)
  - Going to the beach (47%)
- » 51 years old
- » Annual household income: \$98,900
- » Top origin regions
  - Northeast 46%
  - Midwest 25%



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# Economic Impact Profile

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Out of State Attendees who visited for  
Spring Training, generated:

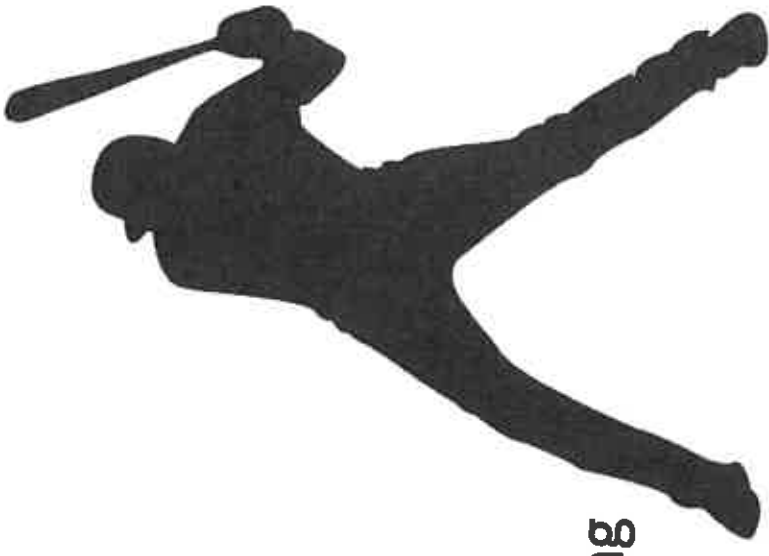


in Economic Impact

2.0B



Jobs



in Direct Spending

7.6B

# Attendee Profile:

Out of State Attendees:  
Primary trip purpose other

- » Attended 2.0 Spring Training games
- » 28% traveled with children
- » Main reason for visiting: Vacation (50%)
- » Top 2 activities outside Spring Training
  - Dining out (69%)
  - Going to the beach (61%)
- » 52 years old
- » Annual household income: \$98,600
- » Top origin regions
  - Northeast 36%
  - Midwest 32%



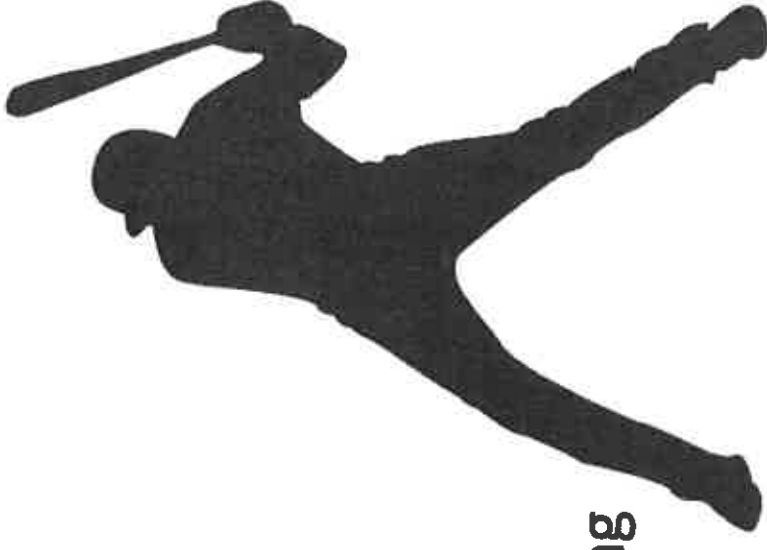
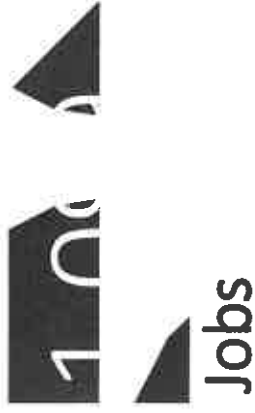
# Economic Impact Profile

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Out of State Attendees who visited for another purpose, generated:



in Economic Impact



in Direct Spending



# Attendee Profile:

Florida Resident, Non-County  
Attendees: Primary trip purpose Spring Training

- » Attended 2.2 Spring Training games
- » 22% traveled with children
- » Top 2 activities outside Spring Training
  - Dining out (46%)
  - Visiting friends & family (23%)
- » 49 years old
- » Annual household income: \$78,000
- » Top origin markets
  - Tampa-Clearwater-St. Petersburg (24%)
  - Miami-Ft. Lauderdale (14%)
  - Orlando (14%)

# Economic Impact Profile

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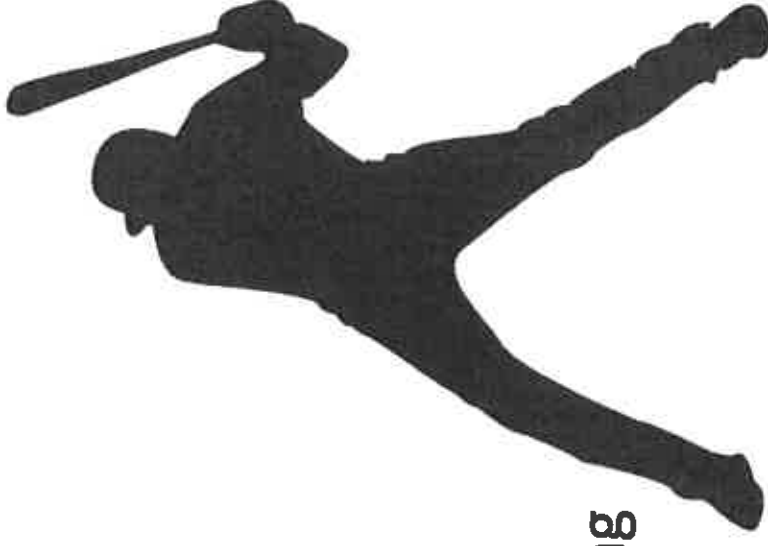
Florida Resident Attendees who visited  
for Spring Training, generated:



in Economic Impact

767

Jobs



in Direct Spending

7,000,000

# Attendee Profile: Florida Resident, Non-County

Attendees: Primary trip purpose other

- » Attended 1.6 Spring Training games
- » 27% traveled with children
- » Main reason for visiting: Visit friends & family (32%)
- » Top 2 activities outside Spring Training
  - Visiting friends & family (72%)
  - Dining out (39%)
- » 56 years old
- » Annual household income: \$68,900
- » Top origin markets
  - Miami-Ft. Lauderdale (14%)
  - Orlando (14%)
  - Tampa-Clearwater-St. Petersburg (12%)

# Economic Impact Profile

---

Florida Resident Attendees who visited  
for another purpose, generated:



in Economic Impact

211

Jobs



in Direct Spending



# Economic Impact by Attendee Type

Attendee Type	Economic Impact
All Attendees	\$ 583,978,800
Out of State Attendees: Primary trip purpose spring training	\$ 375,057,500
Out of State Attendees: Primary trip purpose other	\$ 105,497,100
FL, Non-County Attendees: Primary trip purpose spring training	\$ 73,579,800
FL, Non-County Attendees: Primary trip purpose other	\$ 29,844,400



# Jobs Supported by Attendee Type

Attendee Type	Jobs Supported
All Attendees	6,084
Out of State Attendees: Primary trip purpose spring training	3,907
Out of State Attendees: Primary trip purpose other	1,099
FL, Non-County Attendees: Primary trip purpose spring training	767
FL, Non-County Attendees: Primary trip purpose other	311

# Associated Wages by Attendee Type

Attendee Type	Associated Wages
All Attendees	\$ 214,306,300
Out of State Attendees: Primary trip purpose spring training	\$ 137,637,200
Out of State Attendees: Primary trip purpose other	\$ 38,714,900
FL, Non-County Attendees: Primary trip purpose spring training	\$ 27,002,000
FL, Non-County Attendees: Primary trip purpose other	\$ 10,952,200

# Average Travel Party Size by Attendee Type

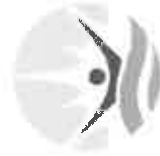
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Attendee Type	Avg. Travel Party Size
All Attendees	2.8
Out of State Attendees: Primary trip purpose spring training	3.1
Out of State Attendees: Primary trip purpose other	3.1
FL, Non-County Attendees: Primary trip purpose spring training	2.9
FL, Non-County Attendees: Primary trip purpose other	2.1

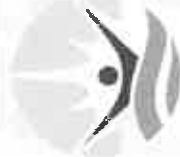
# Average Nights Stayed by Attendee Type

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Attendee Type	Average Nights Stayed
All Attendees	3.8
Out of State Attendees: Primary trip purpose spring training	8.5
Out of State Attendees: Primary trip purpose other	2.0
FL, Non-County Attendees: Primary trip purpose spring training	3.2
FL, Non-County Attendees: Primary trip purpose other	1.6



# Economic Impact – Team Spending



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32



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# Economic Impact Profile

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MLB Spring Training team operating expenses, generated:



in Economic Impact

710

Jobs



in Direct Spending

400

# Economic Impact Profile

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MLB Spring Training stadium operating expenses, generated:



in Economic Impact

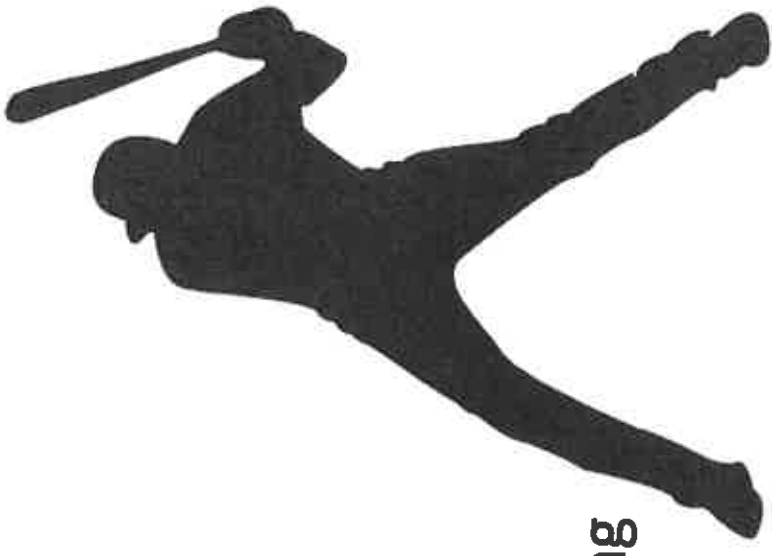
220

Jobs



in Direct Spending

42500



# Economic Impact Profile

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MLB Spring Training stadium concessions expenses, generated:



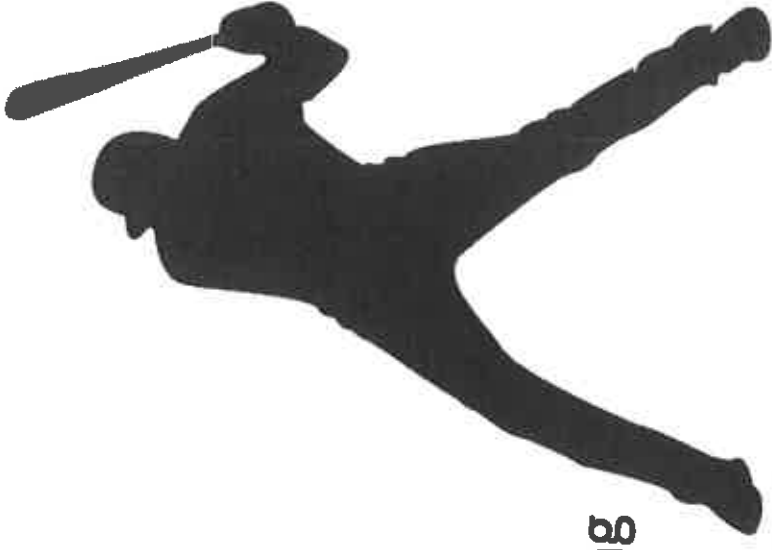
in Economic Impact

120

Jobs



in Direct Spending





# Economic Impact by Team Spending Type

Expense Type	Economic Impact <sup>1</sup>
All Team Spending	\$ 103,088,300
Team Operating Expenses	\$ 67,485,700
Stadium Operating Expenses	\$ 25,884,200
Stadium Concessions Expenses	\$ 9,718,400

<sup>1</sup> Based on spending figures provided by Major League Baseball

# Jobs Supported by Team Spending Type

Expense Type	Jobs Supported <sup>1</sup>
All Team Spending	1,068
Team Operating Expenses	710
Stadium Operating Expenses	229
Stadium Concessions Expenses	129

<sup>1</sup> Based on spending figures provided by Major League Baseball

# Associated Wages by Team Spending Type

---

Expense Type	Associated Wages <sup>1</sup>
All Team Spending	\$ 39,493,100
Team Operating Expenses	\$ 23,482,700
Stadium Operating Expenses	\$ 11,359,600
Stadium Concessions Expenses	\$ 4,650,800

<sup>1</sup> Based on spending figures provided by Major League Baseball

# Additional Attendee Information

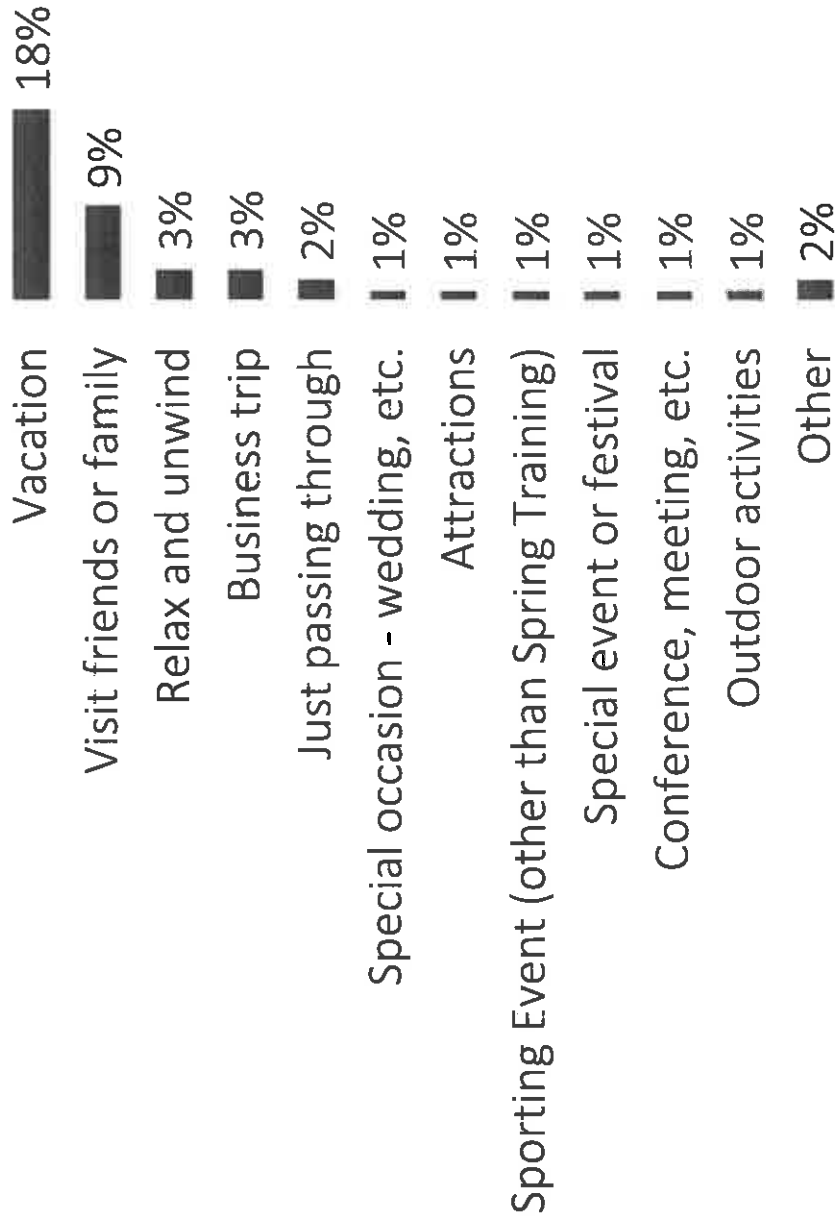


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R E S E A R C H

# Main Reason for Trip – Spring Training

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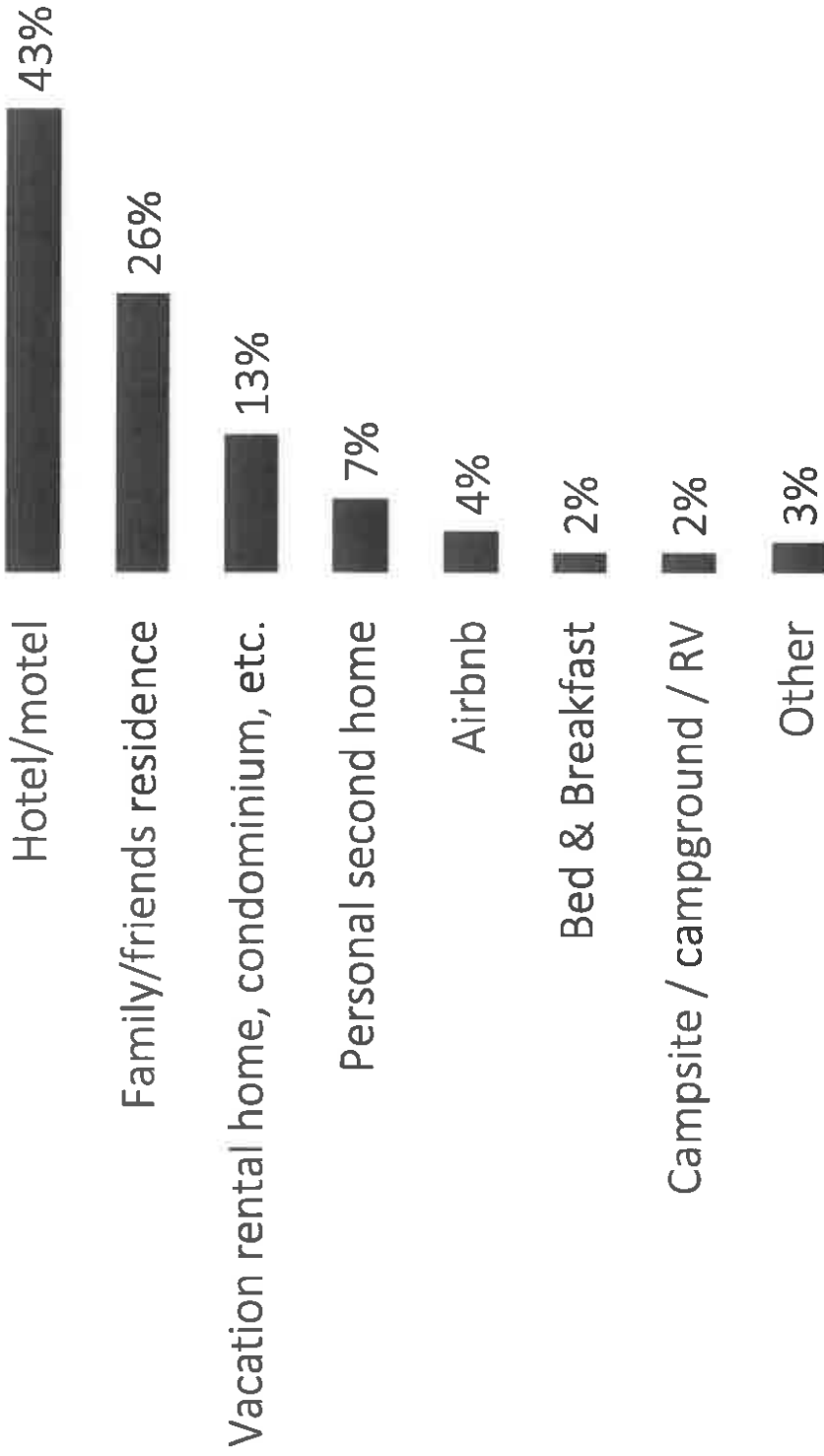
- **61%** of out-of-county attendee’s main reason for their trip was Spring Training
- **39%** of out-of-county attendee’s traveled for reasons other the Spring Training:



# Accommodations

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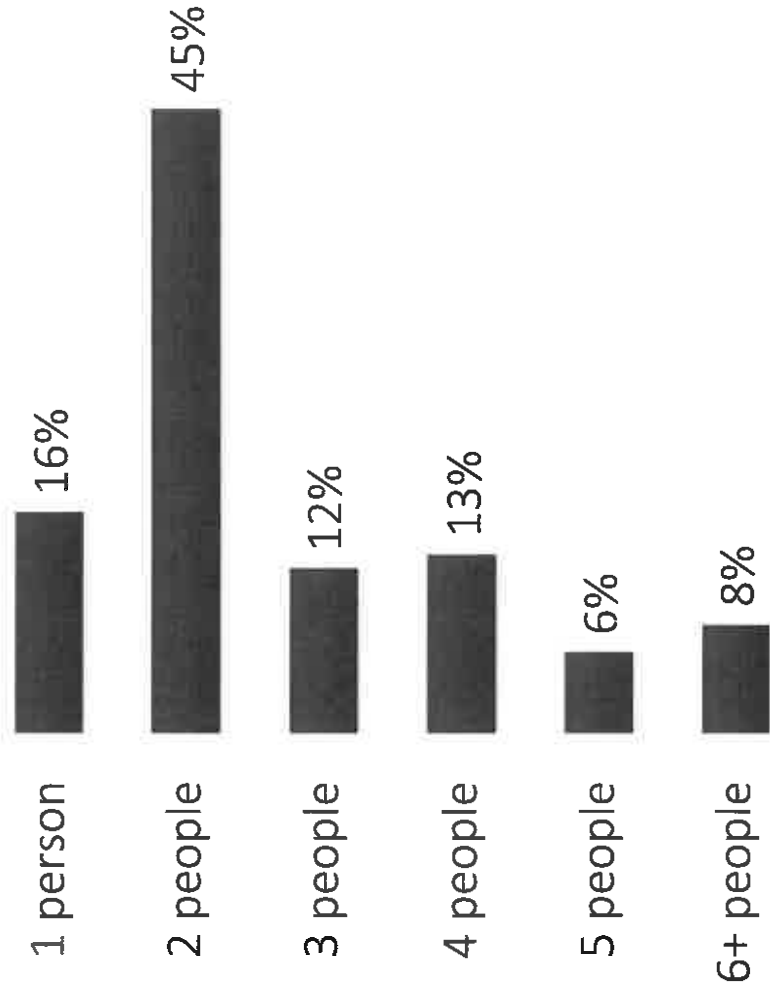
- **80%** of out-of-county attendees stayed overnight in the following accommodations:



# Travel Parties

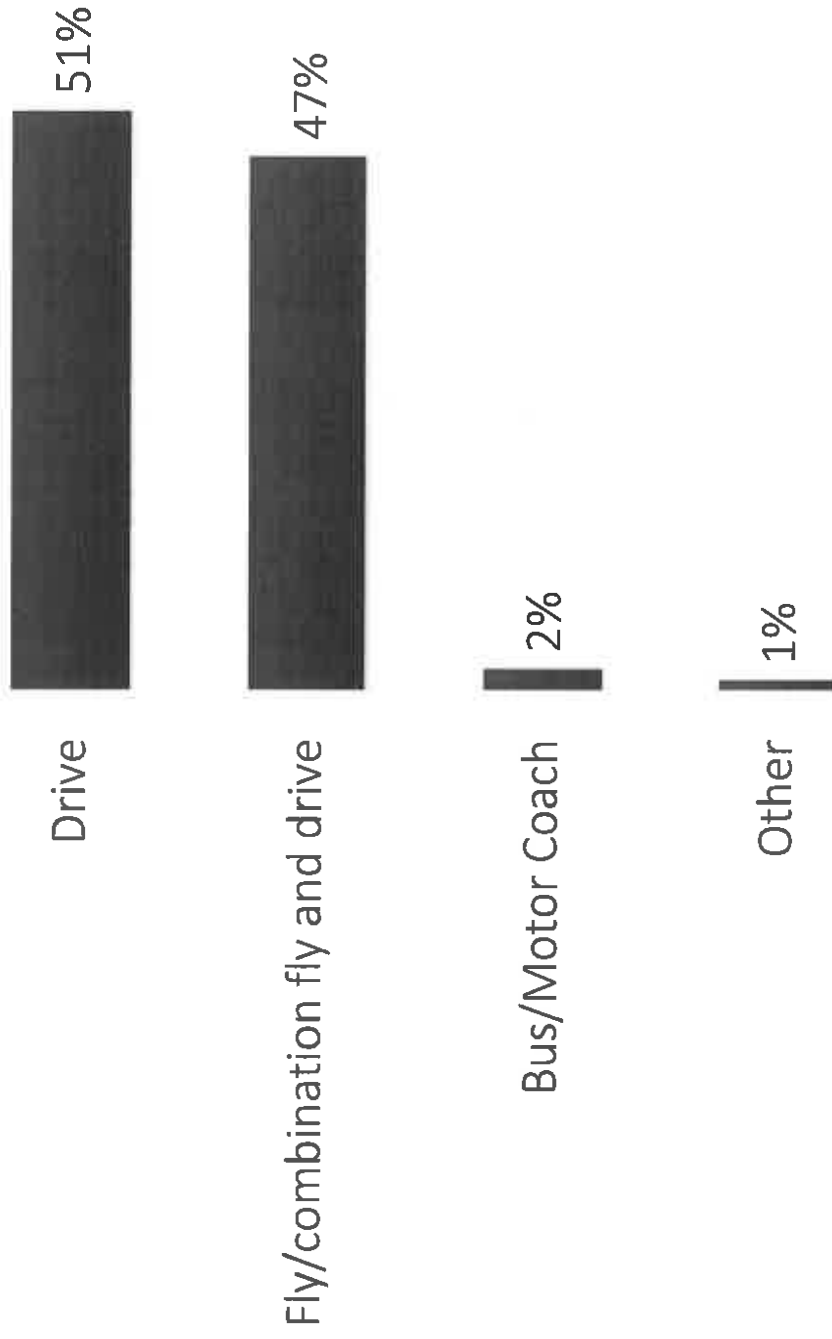
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- 25% of out-of-county attendees traveled with children.
- On average, out-of-county attendees traveled in a party composed of **3.0 people**.



# Transportation

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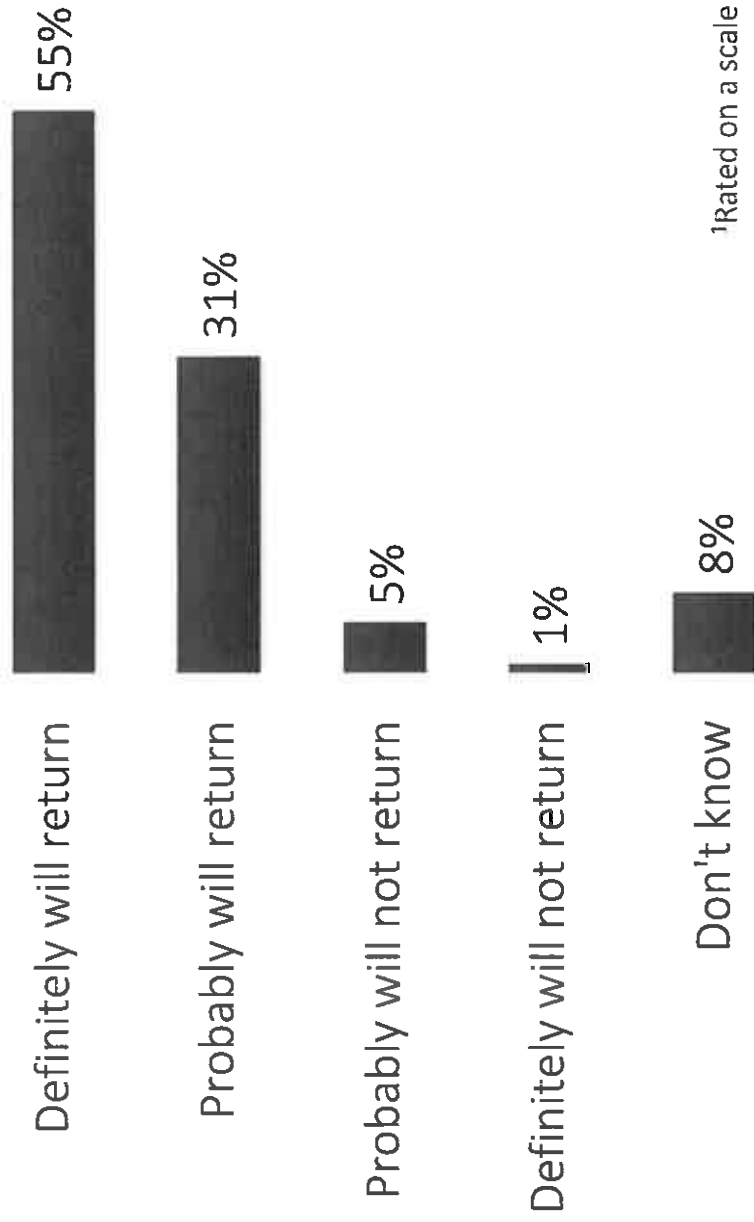




# Satisfaction

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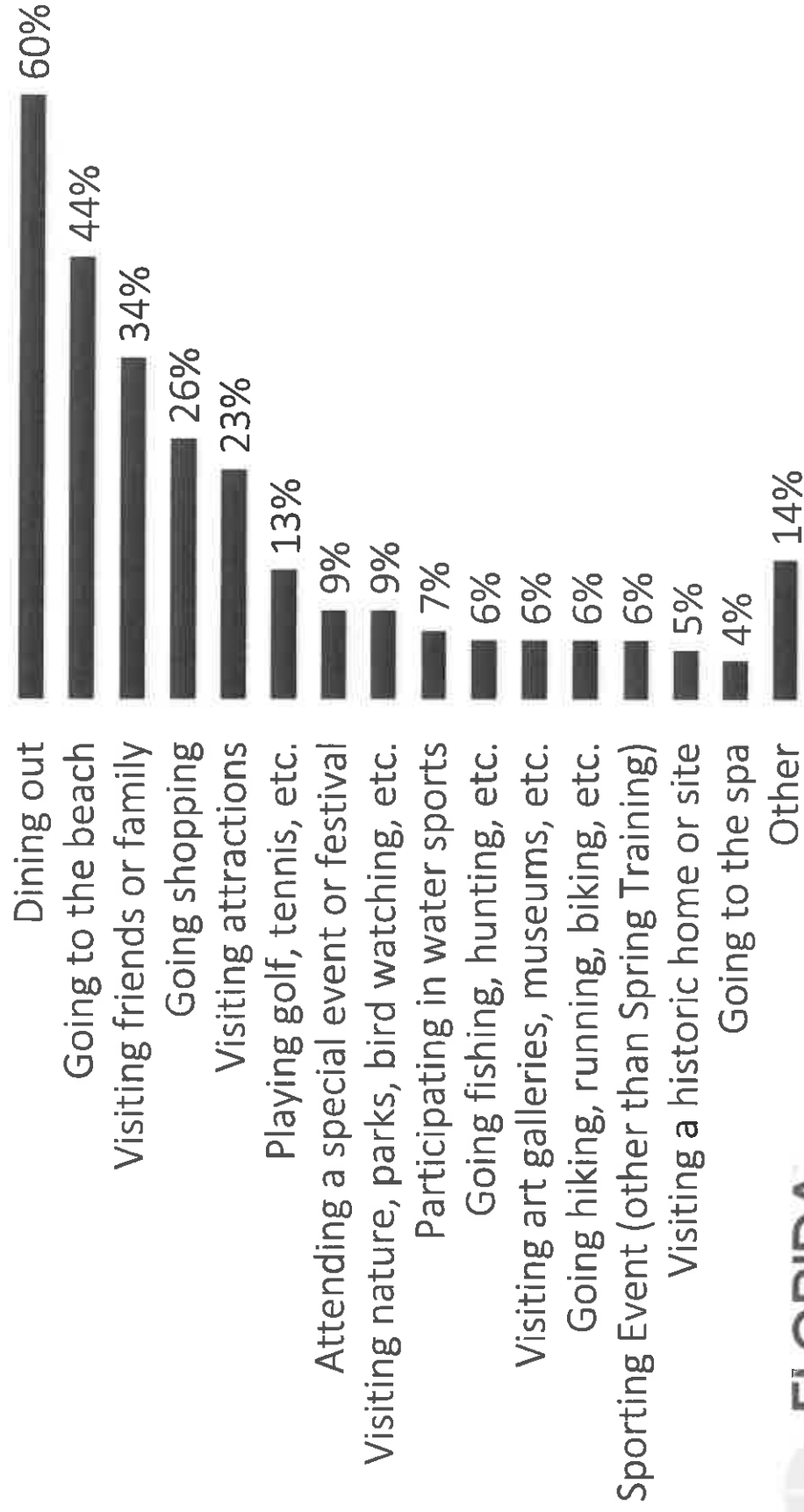
- Out-of-county attendees rated their experience at MLB Spring Training in Florida a **9.3 out of 10<sup>1</sup>**.
- **86%** of out-of-county attendees will return to MLB Spring Training in Florida next year:



<sup>1</sup>Rated on a scale of 1 to 10 where 10 means excellent and 1 means poor.

# Activities

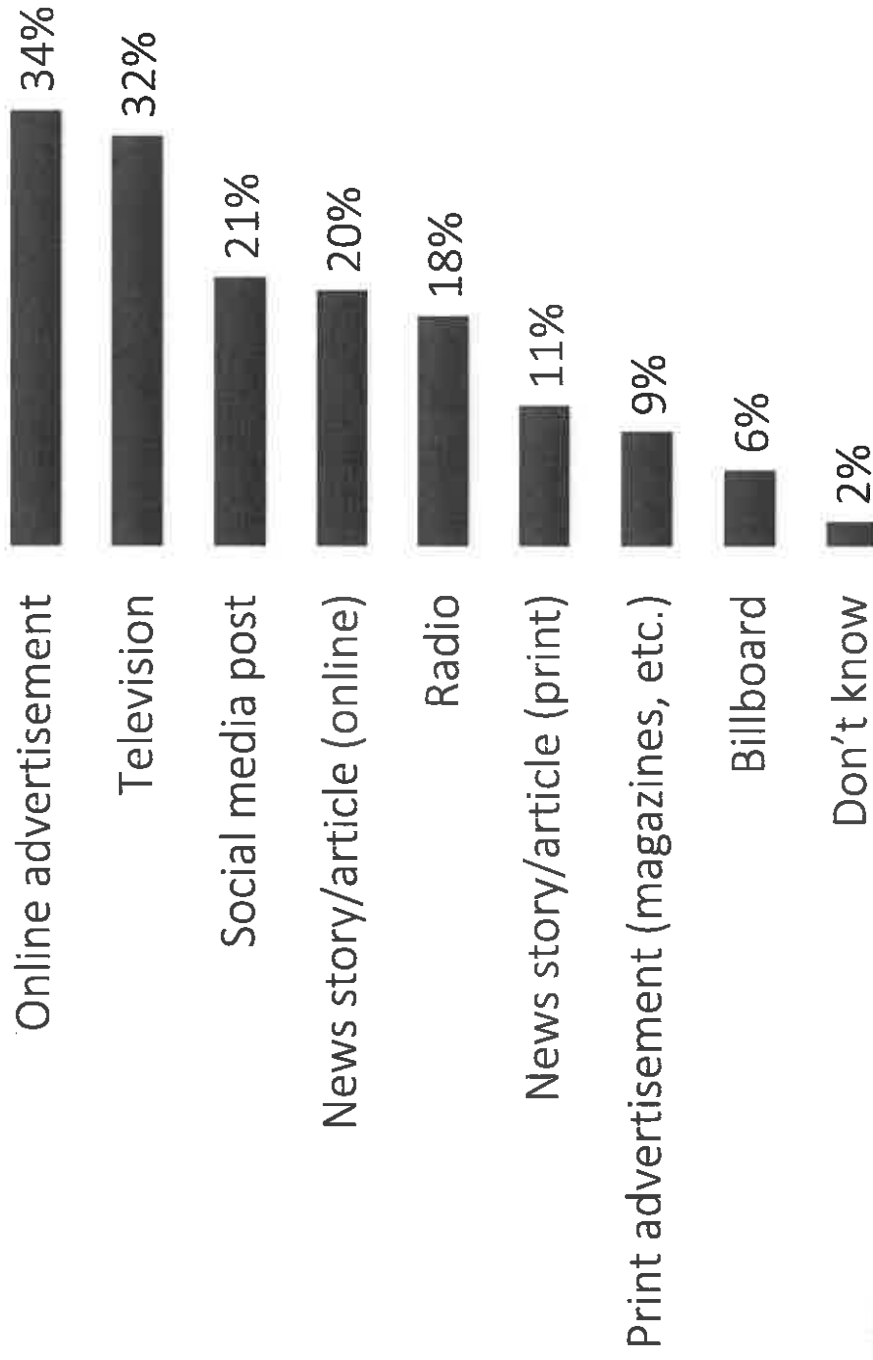
- Out-of-county attendees participated in the following activities in addition to MLB Florida Spring Training:



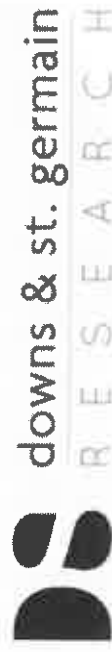
# Advertising Recall

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- **51%** of out-of-county attendees saw, read, or heard advertising and promotions about MLB Florida Spring Training from the following sources:

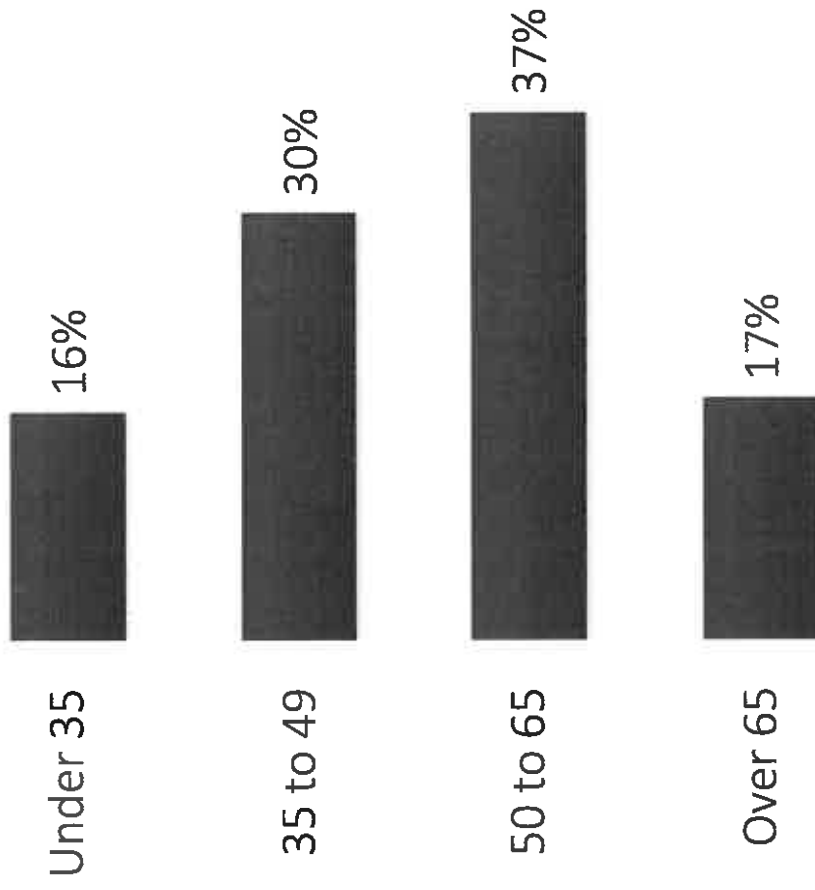


# Demographics



# Age

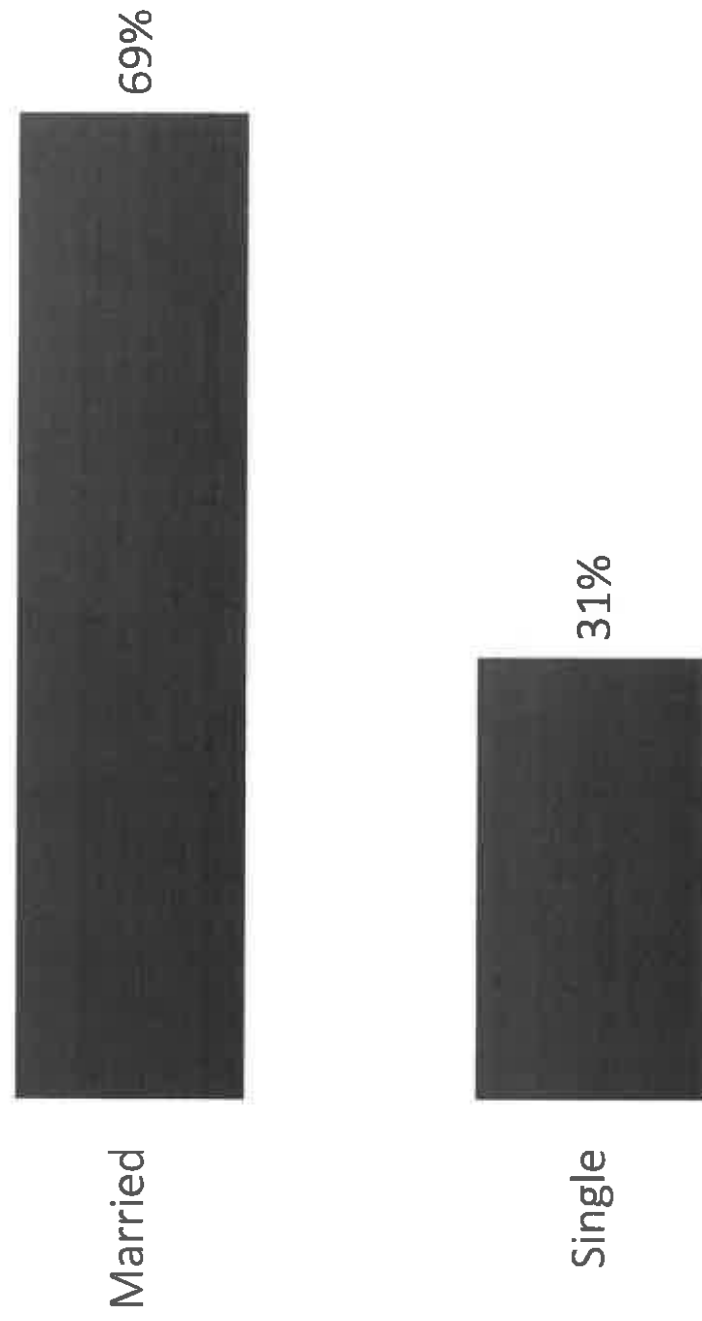
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Median age = 52 years old

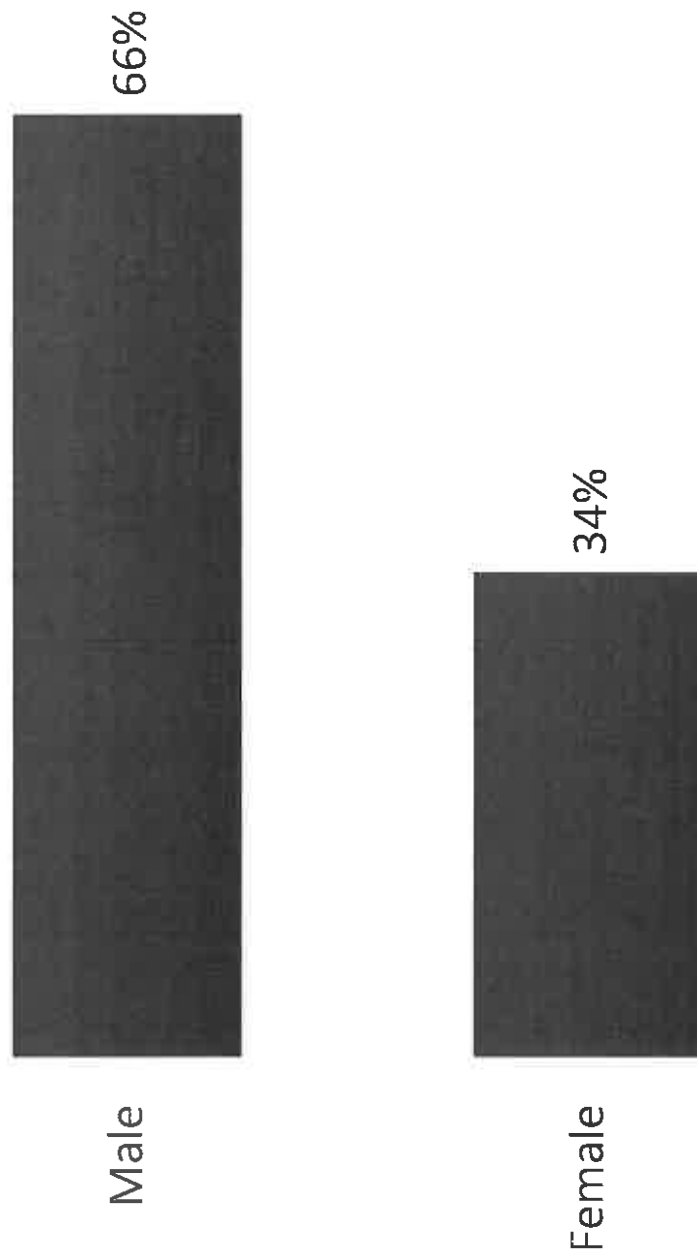
# Marital Status

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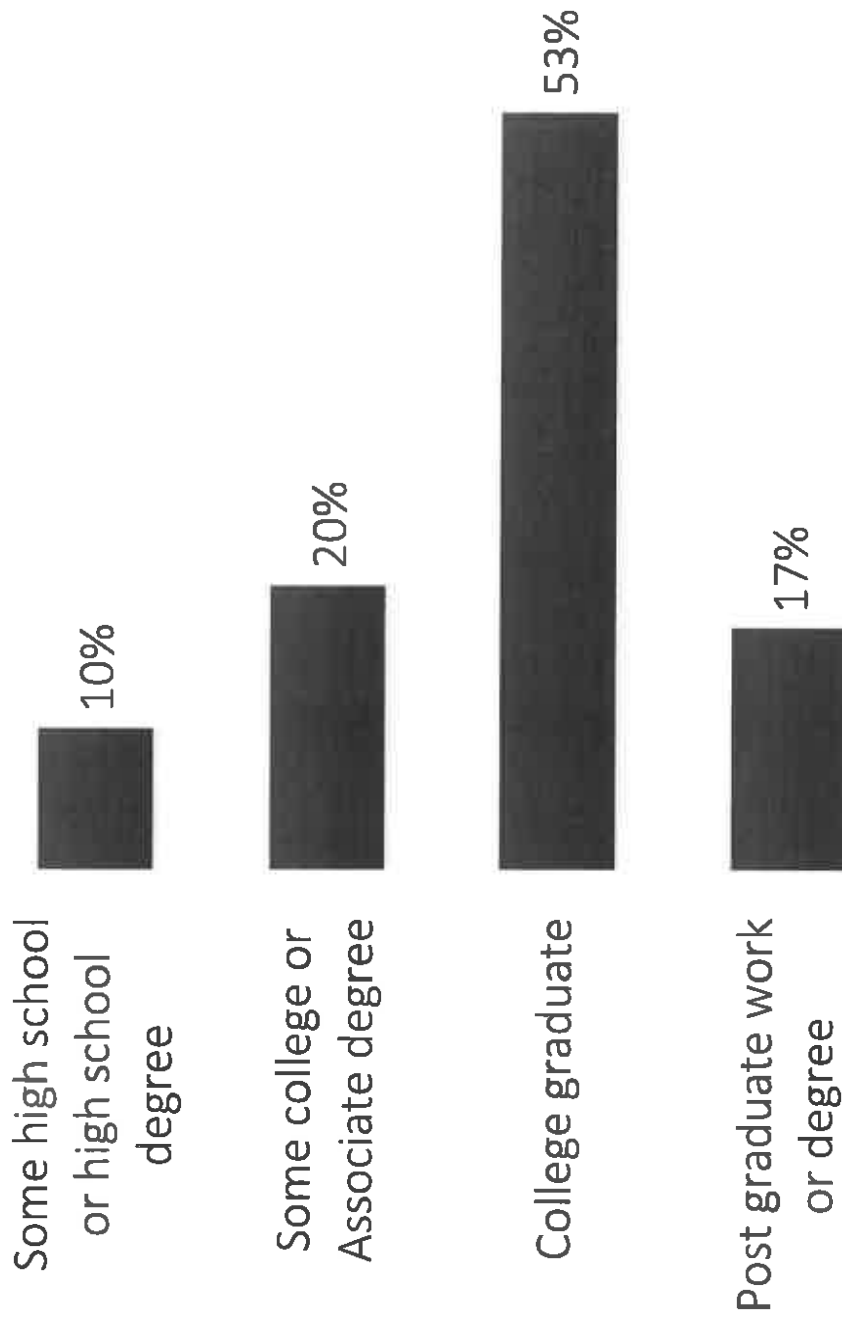
# Gender

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# Education

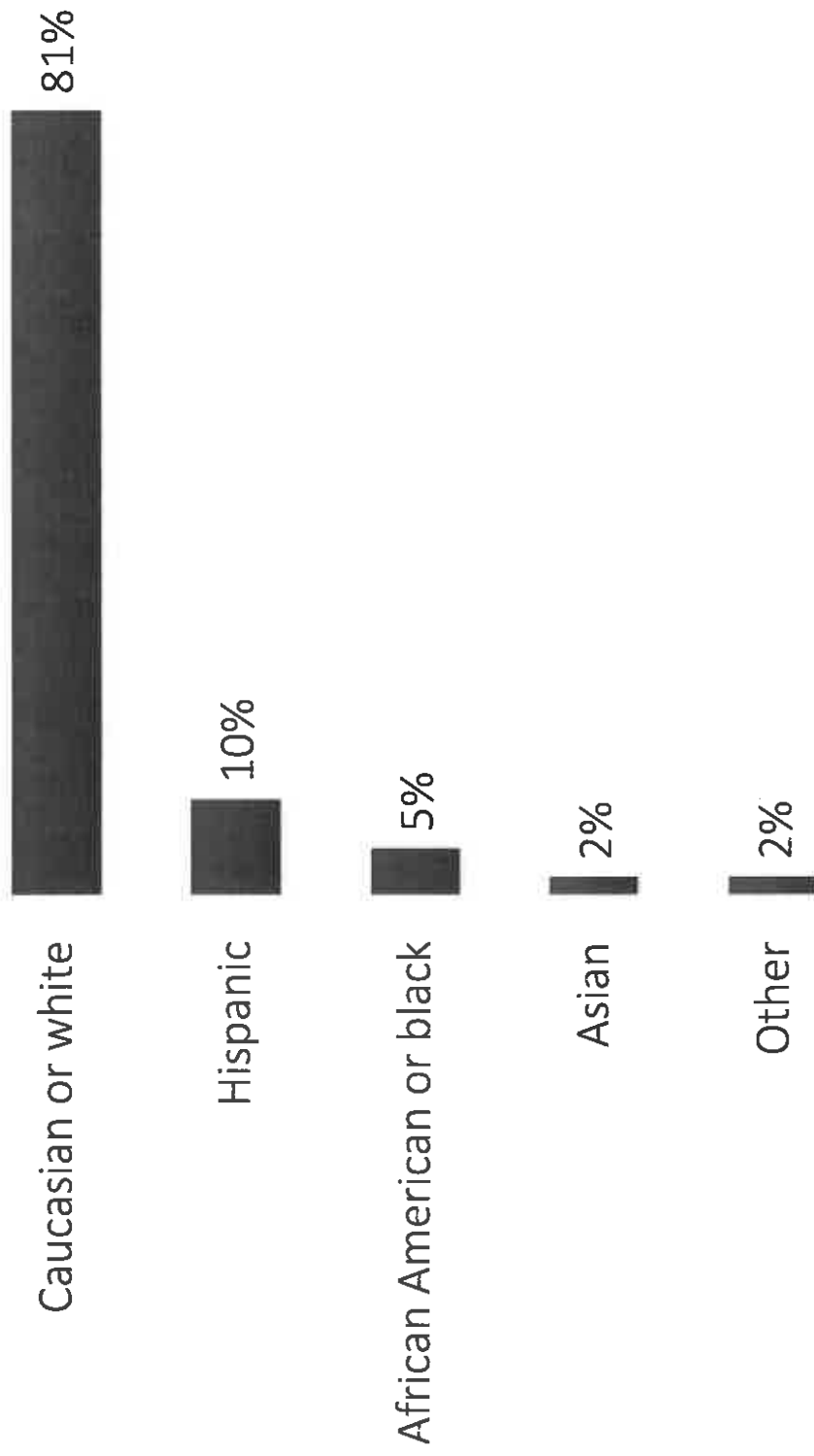
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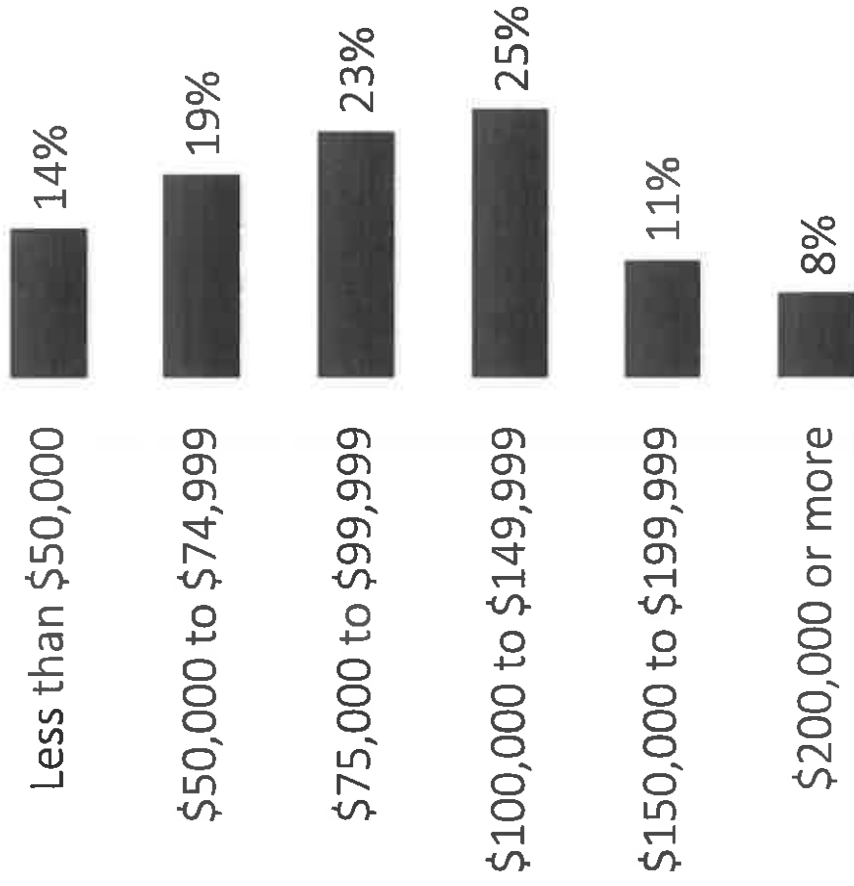
# Race/Ethnicity

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# Household Income

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Median HHI = \$93,500

# Methodology

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- The economic impact of MLB Florida Spring Training was based on data from the following sources:
  - Interviews conducted by Downs & St. Germain Research with 2,311 attendees of MLB Florida Spring Training,
  - Attendance and expenditure figures from MLB, and
  - Tourism database at Downs & St. Germain Research.

# Methodology

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- Total economic impact of 2018 MLB Spring Training on the state of Florida is a function of direct spending by visitors in Florida & induced + indirect effects of this spending.
  - Indirect effects are increased business spending resulting from Spring Training dollars.
  - Induced effects are increased household spending resulting from Spring Training dollars.
- Downs & St. Germain Research uses IMPLAN to calculate the economic multiplier.
  - IMPLAN models the way dollars are spent and re-spent in other sectors of the economy, generating waves of economic activity, called multiplier effects.
  - Over 1,500 organizations use IMPLAN, which has been used to model the economic impact of tourism since 1992. Agencies such as FEMA, EPA, Federal Reserve Bank, and Bureau of Land Management use IMPLAN.

# 2018 MLB Florida Spring Training Economic Impact Study

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Downs & St. Germain Research  
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## CITY OF BRADENTON RETAINED SPRING TRAINING FRANCHISE 2018 ANNUAL REPORT

The following information is presented to fulfill the requirements of State Statute 288.11631(4): Submission of a Retained Spring Training Franchise annual report. The City of Bradenton is in a long-term lease arrangement with Major League Baseball's Pittsburgh Pirates.

**CRITERIA #1.** *A "unit of local government" as defined in F.S. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training franchise is located.*

The City of Bradenton, a 'unit of local government,' holds title to the properties on which the Pittsburgh Pirates' spring training facilities are located. The Pirates have two separate facilities – Pirate City and the former McKechnie Field, now known as LECOM Park.

**CRITERIA #2.** *The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least 15 years.*

The City of Bradenton, in 2006, entered into a 30-year lease agreement with the Pittsburgh Pirates. The lease and development agreement are included with this report and include both Pirate City and LECOM Park.

**CRITERIA #3.** *The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.*

Through the issuance of an \$18.6 million bond, the City of Bradenton provided more than 50% of the cost of renovating the Pirates' spring training facilities. Bradenton also contributes annually to a capital 'reserve' fund for continued improvements to the facilities. In addition to the improvements made in 2007, a \$10 million renovation to McKechnie Field (LECOM) was made in 2012, leading *Ballpark Digest* to honor McKechnie Field as the "Best Ballpark Renovation" of 2013, the Best Florida Spring-Training Park of 2017, and the Best High-A Minor League Stadium in Florida in 2018. In 2017 a \$999,507 contribution from the TDC resulted in the installation of a new scoreboard at LECOM Park. Additionally, a Grant from the Department of Economic Development resulted in the construction of an additional field at the Tournament Sports Park at Pirate City.

**CRITERIA #4.** *The applicant has projections, verified by the Office of Tourism, Trade, and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually.*

The Pirates' facilities host both Major League spring training AND the Bradenton Marauders, the Pirate's "A" club of the Florida State League. Annual attendance at LECOM Park for 2018:

Pirates – 96,363 over 16 games (6,023 per game)  
Marauders – 78,198 – 66 games

**CRITERIA #5.** *The facility for a retained spring training franchise is located in a county that is levying a tourist development tax pursuant to F.S. 125.0104.*

The City of Bradenton is located in Manatee County, which levies a 5% tourist development tax.

Respectfully submitted,

Sharon Beauchamp, City Clerk & Treasurer



**City of Clearwater  
(Philadelphia Phillies)**





**CLEARWATER**  
BRIGHT AND BEAUTIFUL • BAY TO BEACH

# Florida Department of Economic Opportunity Annual Spring Training Report 2018



**Phillies**

Submitted by the City of Clearwater



## Spectrum Field -Spring Training Facility Expenses to Date 7/31/2018

Fund 361-92829	10/31/01-10/30/16	\$15,390,966.97
Fund 315-92829	10/31/00-10/30/06	\$8,245,809.51
Fund 315-93205	10/31/03-6/30/17	\$4,530,750.40

State	\$7,000,000
Pinellas County	\$7,000,000
City of Clearwater	\$3,500,000
Phillies	\$3,000,000
Phillies Additional Max	\$2,000,000
<b><u>Total</u></b>	<b>\$22,5000,000.00</b>

### ELIGIBILITY REQUIREMENTS

1. A verified copy of signed agreement with the spring training franchise for the use of the facility for a term of at least 15 years.
  - A copy has been provided and is at least 15 years.
2. Financial commitment to provide 50% or more of the funds required by an agreement for the acquisition, construction or renovation of the spring training facility.
  - The total project cost just for construction was \$22,500,000. OTTED provided \$7,000,000.
3. Projected paid attendance, verified by OTTED, which demonstrate that the facility will attract a paid attendance of at least 50,000 annually.
  - Spring Training attendance was the following:  
2004 - 113,037  
2005 -104,693

2006 -105,382  
2007 -121,519  
2008 - 114,715  
2009 -133,620  
2010 - 136,523  
2011 - 143,226  
2012 - 157,892  
2013 - 142,806  
2014 - 121,915  
2015 - 132,633  
2016 - 112,781  
2017 - 128,236  
2018 – 124,824

Please note this doesn't include other paid attendance events held at the facility.

4. The facility is located in a county that is levying a tourist development tax.
  - Pinellas County levies a 6% tourist development tax.
5. A unit of local government, i.e., city, county, must be responsible for the acquisition, construction, management or operation of the new facility or holds title to the property on which the facility is located.
  - The City of Clearwater is responsible for the acquisition, construction, management or operation and holds title to the property.

## **Economic Impact of the Philadelphia Phillies Spring Training in Clearwater, Florida 2018**

Utilizing the data and methodology in the “2009 Major League Baseball Florida Spring Training Economic Impact Study Report”, June 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc., the following represents the estimated Economic Impact to Clearwater just resulting from Direct Spending associated with the Philadelphia Phillies Spring Training. Please note this does not include the impact to labor income and employment in Clearwater as a result of Spring Training.

The attendees, for this purpose, are separated into five category types:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the Philadelphia Phillies Spring Training.
- **Out-of-State–Other Purpose:** This indicates a visiting party from outside of Florida for that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for Phillies Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to Pinellas County for another purpose, but included Spring Training activities.
- **Local:** These include all Pinellas County residents.

Total attendance for the Philadelphia Phillies Spring Training was **124,824**.

The results are as follows:

Approximately 23.12% are Out-of-State Primary Purpose	28,859
Number of Out-of State Parties (Average party size= 3 people)	9,620
Cumulative number of nights stayed (Average stay is 7.53 nights)	72,437
Average expense for out-of-area expenses (\$371.28 per party) per day	\$ 26,894,358
Approximately 24.94% are Out-of-State Other Purpose	31,131
Number of Out-of State Parties (Average party size= 3.08 people)	10,108
Cumulative number of nights stayed (Average stay is 9.66 nights)	97,638
Average expense for out-of-area expenses (\$395.43 per party) per day	\$ 38,609,175
Approximately 24.22% are Non-County Primary Purpose	30,232
Number of Non-County Parties (Average party size= 2.81 people)	10,759
Cumulative number of nights stayed (Average stay is .39 nights)	4,196
Average expense for out-of-area expenses (\$171.73 per party) per day	\$ 720,561.90

Approximately 3.55% are Non-County Other Purpose	4,431
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Number of Non-County Parties (Average party size= 2.68 people)	1,653.45
Cumulative number of nights stayed (Average stay is 3.36 nights)	5,555
Average expense for out-of-area expenses (\$314.00 per party) per day	\$ 1,744,458
Approximate Number of Local Attendees	30,000
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50)	\$ 1,500,000
<b>Estimated Total Direct Expenses by Attendees</b>	<b>\$ 69,468,552</b>

Using the total direct expenses above, the indirect and induced effect was estimated using the multiplier provided in the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	<b>Direct Spending</b>	<b>Indirect</b>	<b>Induced</b>	<b>Total Economic Impact</b>	<b>Multiplier</b>
<b>Out-of-State Primary Purpose</b>	\$26,894,358	\$9,144,081.7	\$9,601,285.81	\$45,720,408.6	1.70
<b>Out-of-State Other Purpose</b>	\$38,609,175	\$13,127,119.4	\$13,783,475.37	\$65,635,597	1.70
<b>Non-County Primary Purpose</b>	\$720,561.90	\$249,314.42	\$261,780.14	\$1,246,572.09	1.73
<b>Non-County Other Purpose</b>	\$1,744,458	\$589,626.8	\$619,108.14	\$2,948,134.02	1.69
<b>Local Attendees</b>	\$1,500,000	\$507,000	\$532,350	\$2,535,000	1.69
	\$69,468,522.9	\$23,617,142.22	\$24,797,999.33	\$118,085,711.11	

The total economic impact as a result of Direct Spending during the 2017 Philadelphia Phillies spring training is estimated to be **\$118,085,711**

**SPORTS FACILITY  
USE AGREEMENT**

by and among

**THE CITY OF CLEARWATER, FLORIDA**

and

**THE PHILLIES**

**TABLE OF CONTENTS**

<u>Section</u>	<u>Page</u>
1. <u>Recitals</u> .....	1
1.1 <u>Club</u> .....	1
1.2 <u>Economic and Industrial Development</u> .....	1
1.3 <u>Intergovernmental Agreement</u> .....	1
1.4 <u>Spring Training Season</u> .....	2
1.5 <u>Public Interest</u> .....	2
2. <u>Definitions</u> .....	2
2.1 <u>"Affiliate" or "Affiliated"</u> .....	2
2.2 <u>"Civic Event"</u> .....	2
2.3 <u>"Claim"</u> .....	2
2.4 <u>"Club"</u> .....	2
2.5 <u>"Commercial Space"</u> .....	2
2.6 <u>"Consulting Engineer"</u> .....	3
2.7 <u>"CPI Index"</u> .....	3
2.8 <u>"CPI Adjustment"</u> .....	3
2.9 <u>"Concession Facilities"</u> .....	3
2.10 <u>"Default"</u> .....	3
2.11 <u>"Defaulting Party"</u> .....	3
2.12 <u>"Default Rate"</u> .....	3
2.13 <u>"Disaster Staging Uses"</u> .....	4
2.14 <u>"Environmental Laws"</u> .....	4
2.15 <u>"Event"</u> .....	4
2.16 <u>"Expedited ADR"</u> .....	4
2.17 <u>"Fields"</u> .....	4
2.18 <u>"Force Majeure"</u> .....	4
2.19 <u>"Grapefruit League"</u> .....	4
2.20 <u>"Home Game"</u> .....	4
2.21 <u>"Improvements"</u> .....	5
2.22 <u>"Legal Requirements"</u> .....	5
2.23 <u>"Luxury Suites"</u> .....	5
2.24 <u>"Minor League Affiliate"</u> .....	5
2.25 <u>"MLB"</u> .....	5
2.26 <u>"MLB Agreements"</u> .....	5
2.27 <u>"Non-Defaulting Party"</u> .....	6
2.28 <u>"Office Space"</u> .....	6

2.29	<u>"Offset Amount"</u>	6
2.30	<u>"Partnership Event"</u>	6
2.31	<u>"Person"</u>	6
2.32	<u>"Phillies Event"</u>	6
2.33	<u>"Phillies Exclusive Use Areas"</u>	6
2.34	<u>"Phillies Maintenance Obligations"</u>	6
2.35	<u>"Phillies Possessory Tax Share"</u>	6
2.36	<u>"Phillies Users"</u>	6
2.37	<u>"Phillies Utilities Share"</u>	6
2.38	<u>"Public Uses"</u>	7
2.39	<u>"Revenue Event"</u>	7
2.41	<u>"Scope of Work"</u>	7
2.42	<u>"SFDA"</u>	7
2.43	<u>"Site"</u>	7
2.44	<u>"Site Plan"</u>	7
2.45	<u>"Sports Facility"</u>	7
2.46	<u>"Sports Facility Manager"</u>	7
2.47	<u>"Spring Training Season"</u>	7
2.48	<u>"Stadium"</u>	7
2.49	<u>"Term"</u>	8
3.	<u>Term</u>	8
3.1	<u>Initial Term</u>	8
3.2	<u>Rights of The Phillies Prior to Commencement Date</u>	8
3.3	<u>Options to Renew</u>	8
3.4	<u>Jack Russell Stadium Lease</u>	9
4.	<u>Certain Covenants of the Parties</u>	9
4.1	<u>Ownership of Sports Facility</u>	9
4.2	<u>Delivery of the Sports Facility</u>	9
4.3	<u>Home Field Commitment</u>	9
4.4	<u>Florida State League Commitment</u>	10
4.5	<u>Environmental Laws Indemnity</u>	10
5.	<u>Use of Sports Facility</u>	10
5.1	<u>Phillies Use</u>	10
5.2	<u>Public Uses</u>	12
5.3	<u>Limitations on Public Uses</u>	12
5.4	<u>Partnership Events</u>	13
5.5	<u>Disaster Staging Uses</u>	14
6.	<u>Use Fee</u>	14
6.1	<u>Adjustment</u>	14



6.2	<u>Offset</u>	15
7.	<u>Revenues</u>	15
7.1	<u>Revenues from Partnership Events and Civic Events</u>	15
7.2	<u>Naming Rights</u>	16
7.3	<u>Signage During Partnership and Civic Events</u>	16
8.	<u>Operation of the Sports Facility</u>	17
8.1	<u>Operating Staff</u>	17
8.2	<u>Utilities</u>	17
8.3	<u>Parking</u>	17
8.4	<u>City Services</u>	18
9.	<u>Maintenance and Repair of Sports Facility</u>	18
9.1	<u>Phillies Cleaning and Maintenance Obligations</u>	18
9.2	<u>City Maintenance, Repair etc. Obligations</u>	19
9.3	<u>Upgrading of the Sports Facility</u>	20
9.4	<u>Sports Facility Manager</u>	20
9.5	<u>Personnel</u>	20
9.6	<u>Capital Expenditures</u>	21
9.7	<u>Action by The Phillies</u>	21
9.8	<u>Surrender</u>	23
10.	<u>Alterations and Additions by The Phillies</u>	23
10.1	<u>Minor Improvements</u>	23
10.2	<u>All Other Improvements</u>	24
10.3	<u>Ownership of Such Improvements</u>	24
10.4	<u>No Limitation</u>	25
11.	<u>Taxes</u>	25
11.1	<u>Possessory Taxes</u>	25
11.2	<u>Tax Protection</u>	25
12.	<u>Insurance</u>	26
12.1	<u>Liability Insurance</u>	26
12.2	<u>Property Coverage</u>	27
12.3	<u>General</u>	28
12.4	<u>Remedies</u>	28
12.5	<u>Waiver of Subrogation</u>	28
13.	<u>Indemnification</u>	29
13.1	<u>By The Phillies</u>	29
13.2	<u>By the City</u>	30

13.3	<u>Procedure for Indemnification -- Third Party Claims.</u>	31
13.4	<u>Procedure for Indemnification -- Other Claims.</u>	32
14.	<u>Damage or Destruction.</u>	33
14.1	<u>Decision to Rebuild.</u>	33
14.2	<u>Failure To Repair.</u>	33
14.3	<u>Phillies Option to Rebuild or Repair.</u>	34
15.	<u>Condemnation.</u>	34
15.1	<u>Total Taking.</u>	34
15.2	<u>Partial Taking.</u>	34
15.3	<u>Failure To Repair.</u>	35
15.4	<u>Phillies Option to Rebuild or Repair.</u>	36
16.	<u>Assignment.</u>	36
16.1	<u>Assignment by The Phillies.</u>	36
16.2	<u>Assignment by City.</u>	37
17.	<u>Default.</u>	37
17.1	<u>Default</u>	37
17.2	<u>Non-Defaulting Party's Rights and Remedies.</u>	38
17.3	<u>Cumulative Rights.</u>	38
17.4	<u>Injunctive Relief.</u>	39
17.5	<u>Emergency.</u>	39
18.	<u>Legal Opinions</u>	39
18.1	<u>By the City</u>	39
18.2	<u>By The Phillies</u>	40
19.	<u>Miscellaneous.</u>	40
19.1	<u>Estoppel Certificates.</u>	40
19.2	<u>Consents.</u>	41
19.3	<u>Additional Instruments.</u>	41
19.4	<u>Force Majeure.</u>	41
19.5	<u>Notices.</u>	42
19.6	<u>No Joint Venture.</u>	43
19.7	<u>Governing Law.</u>	43
19.8	<u>Construction of this Agreement.</u>	43
19.9	<u>Binding Effect.</u>	43
19.10	<u>Entire Agreement.</u>	43
19.11	<u>Severability.</u>	44
19.12	<u>Captions.</u>	44
19.13	<u>Time of Essence.</u>	44

19.14	<u>Interest on Delinquent Amounts.</u>	44
19.15	<u>Waivers.</u>	44
19.16	<u>Cumulative Remedies.</u>	44
19.17	<u>Right of Offset.</u>	45
19.18	<u>Attorneys' Fees.</u>	45
19.19	<u>Amendment.</u>	45
19.20	<u>Authority.</u>	45
19.21	<u>Exhibits.</u>	45
19.22	<u>Liability Limitation.</u>	45
19.23	<u>Certain Disputes.</u>	45
20.	<u>Conditions</u>	46
20.1	<u>Conditions Precedent to Parties' Rights and Obligations</u>	46
20.2	<u>Waiver</u>	46
20.3	<u>Satisfaction Date</u>	47
20.4	<u>Further Condition Relating to Litigation</u>	47
21.	<u>Marketing Programs</u>	47

**EXHIBITS**

EXHIBIT A      Expedited ADR

## SPORTS FACILITY USE AGREEMENT

THIS SPORTS FACILITY USE AGREEMENT (the "Agreement") is made and entered into as of December 31, 2000, by and among THE CITY OF CLEARWATER, FLORIDA, a municipal corporation ("City") and THE PHILLIES, a Pennsylvania limited partnership ("The Phillies").

### 1. Recitals.

Unless otherwise defined herein, capitalized terms used in this Section 1 shall have the meaning ascribed to them in Section 2 of this Agreement.

1.1 Club. The Phillies owns the Philadelphia franchise for a MLB club in the National League of Professional Baseball Clubs.

1.2 Economic and Industrial Development. The City may in accordance with applicable Florida law engage in economic and industrial development activities (such as those contemplated by this Agreement) which improve the condition of the residents and businesses of the City, which contribute to the overall economic condition of the City as a whole, and which may provide jobs for residents of the City as well as providing recreational and entertainment activities for the use and enjoyment of the residents of the City.

1.3 Intergovernmental Agreement. The City and The Phillies believe that conducting The Phillies' MLB Spring Training Season games in Clearwater will create significant economic, recreational, cultural and other benefits to Clearwater and to Pinellas County. For the foregoing reasons, the City is concurrently herewith entering into an intergovernmental agreement with Pinellas

County for funding of a portion of the costs of the development of the Sports Facility as contemplated by the SFDA. In addition, the City has represented to The Phillies and The Phillies acknowledge that the City has represented to it that the City is unable to finance the public sector costs of the Sports Facility but for the assistance and cooperation of and providing of funds by other Public bodies.

1.4 Spring Training Season. The Phillies is willing to conduct its home Spring Training Season activities at the Sports Facility, on the terms set forth in this Agreement.

1.5 Public Interest. The City finds that this Agreement is in the public interest and that the public funds are to be expended for a public purpose.

## 2. Definitions.

The following terms shall have the meanings ascribed to them as follows:

2.1 "Affiliate" or "Affiliated" of any Person (the "Subject Person") means any other Person who (i) controls, is directly or indirectly controlled by, or is under common control with, the Subject Person; or (ii) is a general partner, officer or director of the Subject Person or of any Person described in clause (i) above.

2.2 "Civic Event" means an event (which may, but need not, be a Revenue Event) held at the Sports Facility which is for charitable, community or civic purposes, the net ticket revenues from which, if any, may be distributed only to a charitable, community or civic organization.

2.3 "Claim" shall have the meaning set forth in Section 13.3.

2.4 "Club" means the MLB franchise owned by The Phillies, or successors thereto.

2.5 "Commercial Space" means the space and facilities in the Sports Facility that are described as such in the Scope of Work.

2.6 "Consulting Engineer" means a qualified consulting engineer mutually selected and equally paid by the parties, as provided in Section 9.2 hereof.

2.7 "CPI Index" means the Consumer Price Index for Urban Wage Earners and Clerical Workers specified for "All Items" for Tampa, St. Petersburg and Clearwater, Florida published by the Bureau of Labor Statistics of the United States Department of Labor (1982 - 84 =100). If the method by which such index is calculated is hereafter substantially changed, appropriate adjustments will be made by the parties to produce results approximating as nearly as possible the results which would have been obtained absent such change. A change in the base year shall be deemed such a substantial change. If the index is no longer published or otherwise becomes unavailable to the public, a reasonable substitute index shall be mutually agreed upon by the City and The Phillies.

2.8 "CPI Adjustment" shall have the meaning set forth in Section 6.1.

2.9 "Concession Facilities" means these portions of the Sports Facility (other than the Commercial Space), used for the preparation, storage, display and sale of food, beverages, merchandise and other products at events.

2.10 "Default" shall have the meaning set forth in Section 17.1.

2.11 "Defaulting Party" shall have the meaning set forth in Section 17.1.

2.12 "Default Rate" means an annual rate of interest equal to the prime rate of interest charged from time to time by Citibank (or some other bank agreed upon by the parties) plus one and one-half percent but in no event greater than the amount permitted by Chapter 218, Part VII, Florida Statutes. As used in the preceding sentence, the "prime rate of interest charged from time to time by Citibank shall mean the rate of interest announced from time to time by Citibank for loans to its commercial customers with the highest credit rating.

2.13 "Disaster Staging Uses" shall have the meaning set forth in Section 5.5.

2.14 "Environmental Laws" means any and all currently existing or subsequently enacted or effective federal, state, and local laws, statutes, codes, rules, regulations, ordinances, orders, standards, permits, licenses and requirements (including, but not limited to, consent decrees, judicial decisions and administrative orders) and any amendments, implementing regulations and reauthorizations thereto in effect during the Term regulating, dealing with, pertaining to or imposing liability or standards of conduct concerning the use, exposure, generation, manufacture, transportation, treatment, storage, disposal, emission, release, discharge, remediation or abatement of hazardous substances, or the preservation, conservation or regulation of the environment.

2.15 "Event" means a Phillies Event, a Partnership Event or a Civic Event.

2.16 "Expedited ADR" means the Expedited Alternative Dispute Resolution procedures attached to this Agreement as Exhibit A.

2.17 "Fields" means collectively the three baseball playing fields within the Sports Facility.

2.18 "Force Majeure" shall have the meaning set forth in Section 19.4.

2.19 "Grapefruit League" means the collection of MLB clubs that conduct their spring training operations in the State of Florida and who play exhibition games among each other during the spring training season, which collection is commonly known and referred to as the Grapefruit League.

2.20 "Home Game" means every regularly scheduled Grapefruit League exhibition game to be played between the Club and a MLB team during the Spring Training Season of each year during the Term (exclusive of so-called "B games"), including split-squad games, as to which the Club is designated as the home team. (For this purpose, the term "B game" shall mean the one game

of two, that are played by The Phillies on the same day for which no admission is charged and which may be played either at the Stadium or at another location, such as the Carpenter Complex.

2.21 "Improvements" means the Stadium, and all other improvements to real property now or hereafter located on the Site, including, without limitation, all improvements described in the Scope of Work and the Site Plan.

2.22 "Legal Requirements" means all federal, state, county, municipal and other governmental laws (including applicable constitutions), ordinances, codes, rules, regulations, statutes and orders (including court and administrative agency orders), all covenants and restrictions of record and the requirements of all fire insurance underwriters or rating bureaus, applicable to the Sports Facility.

2.23 "Luxury Suites" means the private suites identified as such on the Scope of Work.

2.24 "Minor League Affiliate" means any minor league team which has a player development agreement with or is an Affiliate of The Phillies.

2.25 "MLB" means Major League Baseball or any successor or substitute association or other entity which engages in professional baseball competition comparable to Major League Baseball, of which The Phillies is or becomes a member.

2.26 "MLB Agreements" means the following governing documents and agreements, as they may be amended from time to time: the Major League Constitution, the Major League Rules, the Major League Agreement, the Major League Central Fund Agreement, the collective bargaining agreement between the MLB and the MLB Players Association, the directives, rules and bulletins from the National League of Professional Baseball Clubs and/or the Office of the Commissioner of MLB and the Professional Baseball Leagues Agreement and any future MLB instruments or



requirements which may govern The Phillies and/or with respect to which The Phillies is required to comply.

2.27 "Non-Defaulting Party" shall have the meaning set forth in Section 17.1.

2.28 "Office Space" means the space in the Sports Facility provided to The Phillies for office purposes, as shown in the Scope of Work.

2.29 "Offset Amount" means for each calendar year during the Term the sum of (i) all reimbursements by The Phillies' relating to field maintenance supplies, as contemplated by Section 9.1; (ii) The Phillies Utilities Share; and (iii) all Sports Facility operating and maintenance labor costs paid by The Phillies.

2.30 "Partnership Event" shall have the meaning set forth in Section 5.4.

2.31 "Person" means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise.

2.32 "Phillies Event" means an Event conducted by or for The Phillies at the Sports Facility, including without limitation MLB and Minor League baseball games, but excluding Partnership Events and Civic Events.

2.33 "Phillies Exclusive Use Areas" means the Office Space and any other spaces (such as the weight training rooms) identified as such in the Scope of Work.

2.34 "Phillies Maintenance Obligations" shall have the meaning set forth in Section 9.1.

2.35 "Phillies Possessory Tax Share" shall have the meaning set forth in Section 11.1.

2.36 "Phillies Users" shall have the meaning set forth in Section 5.

2.37 "Phillies Utilities Share" shall have the meaning set forth in Section 8.2.

2.38 "Public Uses" shall have the meaning set forth in Section 5.2.

2.39 "Revenue Event" means any use of the Sports Facility for concerts, plays, pageants or other revenue producing events unrelated to MLB or minor league baseball, for which a paid admission is required to attend.

2.40 "Satisfaction Date" shall have the meaning set forth in Section 20.3.

2.41 "Scope of Work" means the schematic drawings and program narrative set forth in an Exhibit to the SFDA.

2.42 "SFDA" means the Sports Facility Development Agreement to be entered into between the City and The Phillies, pursuant to which The Phillies will construct the Sports Facility on the Site on behalf of the City.

2.43 "Site" means the land area described in the Site Plan.

2.44 "Site Plan" shall mean the Exhibit to the SFDA designated as the Site Plan.

2.45 "Sports Facility" means the Site and all Improvements now or hereafter located on it as described in the Scope of Work and the Site Plan and all personal property used in connection therewith other than personal property owned by The Phillies.

2.46 "Sports Facility Manager" shall mean City's Park & Recreation Director or his or her designee.

2.47 "Spring Training Season" shall mean the period in each calendar year in which spring training activities are customarily conducted for MLB teams, which period currently commences on or about February 15 of each year and ends on or about March 31 of each year.

2.48 "Stadium" means the baseball stadium building located in the Sports Facility where Home Games are to be played by The Phillies, including (in addition to the stadium building itself)

the public Parking Lots adjacent to the stadium building, and all landscaped areas and other improvements to real property related to the stadium building, all as more fully described in the Scope of Work and the Site Plan.

2.49 "Term" shall have the meaning set forth in Section 3.1.

3. Term.

3.1 Initial Term. The initial term of this Agreement shall commence ("Commencement Date") on the later of (i) January 1, 2003 or (ii) the date on which the entire Sports Facility is "Complete" (as defined in the SFDA) and shall end on December 31 of the year in which occurs The Phillies' twentieth full Spring Training Season at the Sports Facility . The "Term" shall mean the initial term as such term may be extended, renewed or terminated as provided for in this Agreement.

3.2 Rights of The Phillies Prior to Commencement Date. This Agreement becomes effective as of the date hereof. Prior to the Commencement Date, The Phillies shall have all rights hereunder necessary or convenient to enable The Phillies to prepare for its operations at the Sports Facility during the Term and to the exercise of the approvals and consents granted to it hereunder and under the SFDA, including, without limitation, the right to enter onto the Sports Facility. The Phillies' rights, obligations, and duties pursuant to Section 13 shall be applicable to any such activities of The Phillies at the Sports Facility prior to the Commencement Date.

3.3 Options to Renew. The Phillies shall have, and the City hereby grants to The Phillies, the option of renewing this Agreement and of extending the initial term for an additional five-year period, on the same terms as are set forth in this Agreement. That option shall be exercisable by The Phillies by written notice to the City not less than one year prior to the then scheduled expiration of the Term; provided that the option may not be exercised at a time when The Phillies are in Default

hereunder. If The Phillies duly exercise that option and if the parties hereto shall thereafter so agree, this Agreement may be extended for three additional five-year periods, on such terms as may be contained in such future agreements to extend.

3.4 Jack Russell Stadium Lease. The lease between the City and The Phillies relating to Jack Russell Stadium, as heretofore and hereafter amended, shall, without further act or deed, end on the Commencement Date, as if the Commencement Date had been expressly fixed in that lease as the last day of the term thereof.

4. Certain Covenants of the Parties.

4.1 Ownership of Sports Facility. The City covenants and agrees that, at all times during the Term, the Sports Facility will be owned by the City, with complete and sufficient right to make use of the Sports Facility available to The Phillies on the terms and with the rights herein provided, subject only to restrictions of record as of the date hereof as reflected in the title report delivered by the City pursuant to the SFDA. This Agreement does not create or grant any real property interest or similar right, title or interest in the Sports Facility to The Phillies or any of its Affiliates.

4.2 Delivery of the Sports Facility. Subject to the timely completion of all actions required of The Phillies under the SFDA, the City covenants and agrees to make the Sports Facility available for The Phillies' use on the Commencement Date, in a new, clean and completed condition, and that the Sports Facility, in its condition as existing on the Commencement Date, shall be in full compliance with all applicable Legal Requirements then in effect, all in accordance with the SFDA.

4.3 Home Field Commitment. Subject to Force Majeure and the requirements of any MLB Agreements and so long as City is not in Default, The Phillies covenants and agrees that it shall, during the Term, utilize the Stadium as its "home field" for all Home Games; provided,

however, nothing contained herein shall limit The Phillies' right to be occasionally designated and act as home team for games at venues other than the "home field" of either participating team (recent examples of which have been games played in Las Vegas and Seattle).

4.4 Florida State League Commitment. Subject to Force Majeure and the requirements of any MLB Agreements and so long as the City is not in Default, The Phillies covenants and agrees that it will during the Term cause a Minor League Affiliate in the Florida State League to play its regularly scheduled home games at the Sports Facility during the first three full Florida State League seasons following the commencement of the Term.

4.5 Environmental Laws Indemnity. The City covenants and agrees to indemnify, defend and hold harmless The Phillies from any liabilities arising under the Environmental Laws from the use of the Sports Facility by Phillies Users as contemplated by this Agreement, except to the extent such liabilities may be caused by the wrongful or negligent act of a Phillies User.

5. Use of Sports Facility. The exclusive right to use the Sports Facility shall throughout the Term be vested solely in The Phillies and its Affiliates and its and their partners, officers, employees, licensees, franchisees, independent contractors and permittees ("Phillies Users"), subject only to the limitations and exceptions hereinafter in this Section specifically set forth.

5.1 Phillies Use. The Phillies Users may use the Sports Facility only for the following purposes:

5.1.1 For all MLB Spring Training Season operations, including without limitation playing Home Games, so-called "B games" and intra-squad games and training and player development activities.

5.1.2 For all Minor League spring training season operations, including without limitation playing home games and intra-squad games and training and player development activities.

5.1.3 For all Minor League regular season operations, including without limitation playing Florida State League and Gulf Coast League home games and intra-squad games and training and player development activities, and any Minor League playoff and championship games and Minor League all-star games.

5.1.4 For all Florida Instructional League operations, including without limitation home games and intra-squad games and training and player development activities.

5.1.5 For all MLB and Minor League "mini-camp" operations, including without limitation intra-squad games and training and player development activities.

5.1.6 For all baseball fantasy camp, youth camp, youth instructional and like activities.

5.1.7 To use the Office Space for any office uses, in the pursuit of any aspect of the business and operations of the Phillies Users whatsoever.

5.1.8 To use the Commercial Space as a restaurant/sports bar, souvenir/sporting goods store and/or other synergistic uses open to the general public.

5.1.9 For Phillies Events.

5.1.10 For Civic Events sponsored by The Phillies, alone or with the City.

5.1.11 For any other lawful purpose directly or indirectly related to any of the foregoing uses.

5.2 Public Uses. Subject to Section 5.3, City shall have the right to authorize use of the Sports Facility for these, and only these purposes (the "Public Uses"):

5.2.1 For baseball and softball games played without an admission charge by St. Petersburg Junior College, Clearwater's two public high schools and youth baseball and like organizations; provided, however, that the user shall reimburse The Phillies for the cost of The Phillies Maintenance Obligations allocated to such games played other than by St. Petersburg Junior College and Clearwater High School.

5.2.2 For any other Civic Events proposed by the City and approved by The Phillies, such approval not to be unreasonably withheld.

5.2.3 For Partnership Events, at the rate of up to twelve per calendar year during the Term.

5.2.4 For Disaster Staging Uses.

5.3 Limitations on Public Uses. The Public Uses shall be subject to the following limitations:

5.3.1 Public Uses shall be limited to those areas of the Sports Facility that are necessary and appropriate therefor in each instance and in no event shall use be made of the Phillies Exclusive Use Areas (of which The Phillies are hereby granted the exclusive right to use). Whether the Commercial Space and/or the Concession Facilities shall be operated during Events which constitute Public Uses (any such operations to be effected solely by The Phillies and/or any concessionaire of The Phillies) shall be determined by The Phillies at its discretion; provided, however, that when requested by the City in respect of any Events which constitute the Public Uses where attendance is reasonably projected to exceed 200, Concession Facilities shall be opened by

The Phillies, to the extent that The Phillies deem appropriate, based on a reasonable estimate of attendance.

5.3.2 The City shall make mutually satisfactory arrangements in advance with The Phillies, for The Phillies to provide (but at the expense of the City) appropriate staffing and operations during each Event which constitutes a Public Use, such as ticket takers, ushers, parking attendants, food and beverage preparers and servers, security and paramedical personnel.

5.3.3 Each Public Use may be scheduled only at a time that is reasonably acceptable to The Phillies, it being understood that each of the uses specified in Sections 5.1.1 through 5.1.6 inclusive shall have absolute scheduling priority over every Public Use, except Disaster Staging Uses.

5.3.4 Each Public Use (other than those provided for in Section 5.2.1 and 5.2.4) shall be subject to The Phillies' prior approval, which may be withheld by The Phillies only if in its reasonable judgment conducting the Public Use at the Sports Facility would risk damage to the playing fields or cause unreasonable wear and tear to structures or, in the reasonable judgment of The Phillies, be inconsistent with the image of MLB and The Phillies.

5.4 Partnership Events. The City shall be responsible at its expense to book, manage and conduct significant Revenue Events at the Sports Facility, at a rate of at least six but not more than twelve per calendar year throughout the Term (each, a "Partnership Event"). For purposes hereof, a "significant Revenue Event" shall mean an Event, the reasonably anticipated net revenues from which are expected to be not less than \$15,000 (in 2003 dollars, subsequently adjusted by the CPI). The Phillies shall be responsible for ticket taking, food and beverage, merchandise and broadcasting



operations only, at prices set by The Phillies subject to the City's approval, not to be unreasonably withheld.

5.5 Disaster Staging Uses. The City may, in each instance of actual or imminently threatened natural disaster, use the Sports Facility as a staging area for disaster preparations, response or other related uses ("Disaster Staging Uses"), provided that (i) there will not be any cost to The Phillies and (ii) the City will immediately restore any resulting damage to the playing field or any other element of the Sports Facility caused as a result of the Disaster Staging Use. (Any loss caused by the natural disaster, as opposed to the City's Disaster Staging Use, is governed by Section 14 hereof.) The City shall not be responsible to The Phillies for any loss of revenue or consequential damages resulting from Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the Sports Facility to The Phillies immediately following the end of the disaster.

6. Use Fee. From and after the Commencement Date, The Phillies shall pay, in arrears, a use fee to the City at the rate of \$70,000 per calendar year during the Term, subject to adjustment pursuant to Section 6.1 (as so adjusted, the "Use Fee") and to offset pursuant to Section 6.2. The Use Fee for each calendar year during the Term shall be payable by March 31<sup>st</sup> of the following year.

6.1 Adjustment. The Use Fee for the second and each subsequent full calendar year during the Term shall be subject to an adjustment (a "CPI Adjustment"), for any change in the CPI Index between that for December of the year prior to the first such full calendar year and that for December of the year prior to the calendar year with respect to which the calculation is being made.

6.2 Offset. The Phillies may offset against and deduct from the Use Fee payable in respect of any whole or partial calendar year during the Term, the Offset Amount attributable to that period.

7. Revenues. Except as otherwise specifically provided in this Section 7, The Phillies alone shall be entitled to retain all revenues generated on and from the Sports Facility during the Term from all sources whatsoever, including by way of illustration but not limitation, all ticket, premium seating, luxury suite, food and beverage, signage, merchandise, broadcasting, sponsorship and parking revenues and all revenues from the operation of the Commercial Space and fantasy camps.

7.1 Revenues from Partnership Events and Civic Events. All ticket, food and beverage, merchandise, parking and broadcasting revenues generated on and from the Sports Facility (excluding only revenues derived from the Luxury Suites and the Commercial Space) attributable to each Partnership Event and each Civic Event, net of the direct incremental cost to The Phillies of operating and maintaining the Sports Facility (excluding the Luxury Suites and the Commercial Space) attributable solely to such use (which shall not include administrative or overhead costs or the like or any utility charges or other costs that would have been incurred irrespective of such use) will be: (i) in the case of Partnership Events, shared equally by The Phillies and the City; and (ii) in the case of Civic Events, will be retained by The Phillies (except for any net ticket revenues, which shall be distributed by The Phillies to the appropriate charitable, community or civic organization), in each case within thirty days following the Event. The Phillies shall institute a method of accounting for the collection and calculation of the net revenues collected in respect of Partnership Events and Civic Events and shall furnish to the City appropriate accounting statements in respect of such Events, which shall be prepared in accordance with generally accepted accounting

principles. The City may, upon reasonable notice and during normal business hours, examine, inspect and copy the books and records of The Phillies pertaining to such net revenues and, at its own expense, cause an audit to be performed of such pertinent books and records.

7.2 Naming Rights. The City hereby grants to The Phillies the power and authority from time to time during the Term to assign or license to a third party the right to name (i) all (e.g. "ABC Sports Facility" or "DEF Stadium") or (ii) portions (e.g. "GHI Bullpen" or "JKL Pavilion") of the Sports Facility and to retain all net proceeds therefrom. The term "net proceeds" for this purpose means the gross proceeds from the assigning or licensing of such naming rights less any direct costs associated with conducting the naming process and, in cases where any additional benefits (e.g. suite usage, tickets, stadium signage, advertising etc) may be included as part of the naming rights package and not separately priced, then the fair market value of such additional benefits shall also be deducted. The City shall have the right to disapprove any such name only, if in the City's reasonable judgment, such name is inconsistent with a wholesome public image for the Sports Facility. The net proceeds from any naming of the whole Stadium or the Sports Facility referred to in clause (i) (but not from any naming of portions thereof, as referred to in clause (ii)) shall be shared as follows: two-thirds to The Phillies and one-third to the City.

7.3 Signage During Partnership and Civic Events. Temporary signs identifying and promoting participants in or sponsors of Partnership Events or Civic Events may be displayed during the Event, provided, however, that: (i) no such signage shall relate to a product, service or Person which competes with the Person (or that one Person from time to time designated by The Phillies, at any time or times when there may be more than one such Person) for which all or any part of the Sports Facility is named or with that Person's products or services or with any products or services

designated by The Phillies as falling within either of up to two exclusive product categories (e.g. soft drinks, beer, banking etc) for the Sports Facility; (ii) no such display may obscure fixed signage then located in the Sports Facility; and (iii) the City shall be responsible at its expense for the removal thereof immediately upon conclusion of the Event.

8. Operation of the Sports Facility. Subject to Section 5.5, The Phillies shall have the sole right and obligation to operate the Sports Facility during the Term (which it shall do in a first-class manner and in compliance with all applicable Legal Requirements), including without limitation, the right and obligation to perform any ticket taking, food and beverage, merchandising, parking and broadcasting operations.

8.1 Operating Staff. The Phillies shall employ or retain all Persons necessary to discharge its operating responsibilities and shall bear the expense of their compensation.

8.2 Utilities. All electric, gas, water, sanitary sewer, storm sewer and trash disposal service provided to and used at the Sports Facility during the Term will be contracted for and either paid by the City or shall be provided by the City. The Phillies will reimburse the City for twenty-five percent of the total cost thereof as incurred by the City and at the rate charged to similar users, in the case of utilities supplied by the City, payable within thirty days of each monthly bill therefor from the City, accompanied by evidence of payment and/or of such rates so charged (such twenty-five percent reimbursements are herein referred to as the "Phillies Utilities Share")

8.3 Parking. In addition to operating all parking areas at the Sports Facility, The Phillies shall have the right to make arrangements for offsite parking for Events at the Sports Facility, including without limitation at the Carpenter Sports Facility, St. Petersburg Junior College and under the Florida Power Corporation right of way. For each Home Game, The Phillies will engage such

civic organization that the City shall propose (subject to The Phillies' approval, not to be unreasonably withheld) to staff the public parking areas at the Sports Facility and at any utilized offsite parking areas. The Phillies will pay to that organization for such services an honorarium of \$1,250 per Game, which figure shall be subject to a CPI Adjustment.

8.4 City Services. City will provide all appropriate City services at appropriate levels of coverage for all Events, including without limitation, police surrounding the Sports Facility for security and traffic control purposes and to prevent scalping and unauthorized sale of merchandise at the Sports Facility and paramedical services. (For this purpose, "scalping" shall mean the selling of tickets for more than \$1 above face amount, and the "unauthorized sale of merchandise" shall mean the sale of goods by a Person who has not been authorized by The Phillies to make such sales and the sale of unlicensed goods, whenever a license is required for such sale to be given by The Phillies, MLB or other holders of the marks embodied on such goods.) The Phillies will provide necessary security and paramedical services within the Sports Facility.

9. Maintenance and Repair of Sports Facility. The following provisions govern the maintenance and repair of the Sports Facility.

9.1 Phillies Cleaning and Maintenance Obligations. The Phillies shall have the obligation to keep the Sports Facility clean and to provide light housekeeping (e.g. changing bulbs, towels, etc) for the interior areas of the Sports Facility. The Phillies shall be responsible for the ordinary and customary day-to-day maintenance of the following (and only the following) portions of the Sports Facility: (i) the playing fields, (ii) the Phillies Exclusive Use Areas, (iii) the Luxury Suites, and (iv) the Commercial Space (together, the "Phillies Maintenance Obligations"). The City shall acquire for and supply to The Phillies all field care (e.g. clay, sod, sand, fertilizer and chemicals) and other

supplies necessary for The Phillies to discharge the Phillies Maintenance Obligations relating to the playing fields, and The Phillies shall reimburse the City for its actual out-of-pocket costs therefor. Notwithstanding anything herein to the contrary, any City employee providing City Services to the Sports Facility shall be operating under the direction and control of the City, and shall be subject to any applicable City rule, regulation or policy, provided however, that The Phillies may directly engage City employees during the off-duty time, in which case such City employees shall be deemed to operate under The Phillies control.

9.2 City Maintenance, Repair etc. Obligations. Except for The Phillies Maintenance Obligations, the City shall have the obligation to provide all maintenance, repairs, restorations, refurbishments and replacements, whether interior or exterior, structural or non-structural, routine or extraordinary, ordinary or capital in nature, as shall be necessary to keep the Sports Facility clean, safe and in good order, condition and repair, and in compliance with all applicable Legal Requirements and in first class condition and up to first class MLB spring training stadium standards at the time of reference, provided however, that (subject to Sections 14 and 15 hereof) this obligation shall not operate to require the City to construct a new Sports Facility, or to substantially reconstruct the Sports Facility during the Term hereof. The Consulting Engineer shall annually determine which capital repairs, restorations, refurbishments and replacements are needed to be done currently and which capital repairs, restorations, refurbishments and replacements shall be scheduled to be done in the future, and when. The costs of the Consulting Engineer shall be borne equally by The Phillies and the City. The determinations of the Consulting Engineer shall be conclusive on both the City and The Phillies.

9.3 Upgrading of the Sports Facility. The City shall from time to time, as needed, upgrade, modernize and otherwise improve the Sports Facility so that during the Term of this Agreement, the Sports Facility shall not only meet all applicable MLB standards but shall, in addition, include that level of amenities and technological facilities as is comparable at the time of reference to those of first class MLB spring training facilities of comparable age (such as Roger Dean Stadium in Jupiter, FL, City of Palms Park in Ft. Myers, FL and Hohokam Stadium in Mesa, AZ). Without limiting the generality of the foregoing, at such time as any technological improvements (e.g., video rooms) have been incorporated in at least two of those three comparable MLB spring training facilities, then the City shall install such technological improvements in the Sports Facility. However, this provision shall not require the City to expend monies within the last five years of the Term, unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years.

9.4 Sports Facility Manager. The Sports Facility Manager shall be responsible for the day-to-day oversight of the maintenance, repair and condition of the Sports Facility, and shall be the representative of the City with whom The Phillies may communicate. The Sports Facility Manager shall have authority to bind the City to the fullest extent permitted by law, provided, however, that the Sports Facility Manager shall not have the legal authority to bind the City to financial obligations without the prior approval of City's governing body.

9.5 Personnel. The City shall provide such level of qualified and properly trained personnel to perform its obligations under Section 9.2.

9.6 Capital Expenditures. The Consulting Engineer shall, by November 1 of each calendar year during the Term, submit to the parties his recommendation as to what capital repairs, refurbishments, restorations, replacements and upgrades are to be done currently and schedule those to be done in the future, which are necessary, in the judgment of the Consulting Engineer, in order for the City to fulfill its obligations under this Section 9. On December 1 of each calendar year during the Term the City shall furnish to The Phillies a capital expenditure schedule prepared by the City, with due regard to such recommendations, setting forth in detail the projected capital repairs and improvements expenditures scheduled for the following calendar year and shall appropriately budget any amounts necessary to do so. The Phillies shall be afforded the right to have input in the preparation of such schedule and it shall be subject to The Phillies' approval, which shall not be unreasonably withheld.

9.7 Action by The Phillies. Without limiting The Phillies' rights under Section 17, if The Phillies in good faith determines that any portion of the Sports Facility (excluding only the playing fields) is not being maintained and/or repaired by the City in accordance with the standards and requirements set forth in Sections 9.2, 9.3 and 9.6, The Phillies shall have the right, but not the obligation, to advance funds for or otherwise provide appropriate maintenance and/or repair, subject to the following provisions:

9.7.1 Notice Practicable. If practicable, The Phillies shall give written notice to the City specifying the nature of the required work, and the date by which The Phillies reasonably considers it necessary to commence such work following its receipt of such a notice:



(i) The City may commence such work prior to the date and time so specified by The Phillies and prosecute the same diligently to completion; if the City does so, The Phillies shall not undertake such work itself.

(ii) If the City disputes whether the requested work required to fulfill the City's obligations under this Agreement, the City shall so inform The Phillies in writing prior to the date and time specified by The Phillies in its notice. If the City gives timely notice, the dispute shall be submitted to Expedited ADR prior to the date and time specified by The Phillies in its notice.

(iii) If (a) the City does not commence such work prior to the date and time specified by The Phillies and prosecute the same diligently to completion, or (b) the City fails to give timely notice of a dispute, or (c) it is not practicable to submit the matter to Expedited ADR prior to the date and time specified by The Phillies in its notice, then in any such event, The Phillies may commence the work necessary to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.2 Emergency. If The Phillies in good faith determines that the work must be performed on an emergency basis (that is, it must be performed in order to prevent an imminent danger to health or safety or it is otherwise not practicable to give notice provided in this Section 9.7), then The Phillies may commence work to remedy the matter on an emergency basis and prosecute the same diligently to completion.

9.7.3 Payment to The Phillies. The City shall promptly reimburse The Phillies on demand for any amounts expended pursuant to this Section 9.7 (including interest at the Default Rate from the date that is 30 days after the date of demand until paid if such amount is not paid by the 45<sup>th</sup>

day following the date of demand). If the City disputes that the work was required to fulfill the City's obligations hereunder, Expedited ADR shall be convened to resolve the dispute.

(i) If and to the extent it is determined by Expedited ADR that work was not required to fulfill the City's obligations hereunder, then The Phillies shall not be entitled to any reimbursement for any sums expended by The Phillies.

(ii) If and to the extent it is determined by Expedited ADR that the work was required to fulfill the City's obligations hereunder, then the City shall immediately reimburse The Phillies for all sums expended by The Phillies on the work, plus interest at the Default Rate.

9.8 Surrender. At the termination of this Agreement, by lapse of time or otherwise, The Phillies shall surrender possession of the Sports Facility to the City and deliver all keys or such other access equipment or devices. In addition, The Phillies shall remove The Phillies' furniture, trade fixtures and other items of movable personal property of every kind and description from the Sports Facility and restore any damage caused thereby, such removal and restoration to be performed prior to the end of the Term or within sixty days following any earlier termination of this Agreement. If The Phillies fail to remove any such items, the City may do so, and The Phillies shall pay to the City upon demand the cost of removal and of restoring the Sports Facility. All obligations of The Phillies under this Section shall survive the expiration of the Term or sooner termination of this Agreement.

10. Alterations and Additions by The Phillies.

10.1 Minor Improvements. The Phillies shall have the right (following reasonable notice thereof to the City for its information only), but not the obligation, to make minor improvements to the Phillies Exclusive Use Areas without City's approval, consisting of any work, installation,

construction or the like which does not require a permit from any federal, state or local governmental agency (e.g., installation of additional shelving in the Office).

10.2 All Other Improvements. Except for the "minor improvements" described in Section 10.1, The Phillies shall not construct any improvements on or otherwise alter, change or improve any part of the Sports Facility, without the prior written consent of the Sports Facility Manager, upon such terms and conditions as he may reasonably deem necessary. Requests by The Phillies to construct any such improvements on or otherwise to alter, change or improve any part of the Sports Facility shall be presented to the Sports Facility Manager in written form and he shall act thereon within a reasonably prompt time. If the Sports Facility Manager gives his consent to The Phillies' undertaking such work (which consent shall not be unreasonably withheld), the consent shall be deemed conditioned upon The Phillies' acquiring any necessary permit to do so from applicable governmental agencies, furnishing a copy thereof to the Sports Facility Manager prior to the commencement of the work and complying with all conditions of said permit in a prompt and expeditious manner.

10.3 Ownership of Such Improvements. All improvements, alterations or other changes made by The Phillies to any part of the Sports Facility pursuant to this Agreement, other than that which is so affixed to the Sports Facility that it cannot be removed without material damage to it, shall remain the personal property or equipment of The Phillies and may be removed by The Phillies upon expiration or termination of this Agreement provided that The Phillies restore and repair any damage caused by the removal.

10.4 No Limitation. Nothing in this Section 10 shall in any way limit or reduce the obligation of the City to maintain the Sports Facility as provided in Section 9 and elsewhere in this Agreement.

11. Taxes.

11.1 Possessory Taxes. It is the intent of the parties that the Sports Facility (land and Improvements) shall be exempt from any and all real property ad valorem taxes and from payments in lieu of such taxes throughout the Term. However, should all or any part or parts of the Sports Facility become subject to any such taxes, then the parties shall each cooperate and use their respective best efforts (i) to cause Pinellas County to return its share of any such taxes and (ii) to secure legislation exempting the Sports Facility from such taxes. In the interim, The Phillies and the City shall each pay one-half of any such taxes, net of any City ad valorem real property taxes, which shall be paid by City. Any such payments by The Phillies are herein referred to as the "Phillies Possessory Tax Share."

11.2 Tax Protection. The City shall throughout the Term hold The Phillies harmless from all other local (as opposed to Federal, State or County) taxes (except for income, sales and like taxes of general application), including without limitation amusement/ticket taxes, any increase in the sales tax rate applicable to tickets, use and occupancy taxes and surcharges on the Stadium or Sports Facility-derived revenues.

12. Insurance.

12.1 Liability Insurance.

12.1.1 Phillies Non-Property Coverage. The Phillies shall maintain at its expense during the Term of this Agreement the following insurance:

(i) Commercial general liability (including athletic participants coverage) against claims for bodily injury, personal injury and property damage based upon, involving or arising out of the use of the Sports Facility and all areas appurtenant to it. Such insurance shall be on an occurrence basis, providing coverage in an amount not less than \$5,000,000 per occurrence, and not less than \$5,000,000 general aggregate (per location), and not less than \$5,000,000 coverage for products and completed operations liability, and not less than \$5,000,000 coverage for personal and advertising injury, with deductibles of up to \$100,000 per person and \$200,000 per occurrence..

(ii) Statutory workers' compensation and employers' liability coverage in an amount no less than \$500,000 bodily injury each accident, \$500,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

(iii) Automobile liability for bodily injury and property damage arising from the use of The Phillies' owned, non-owned and hired vehicles, in an amount not less than \$5,000,000 per accident.

(iv) Garagekeepers legal liability coverage in the amount of \$1,000,000.

12.1.2 City's Non-Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following non-property insurance:

(i) Auto Liability and General Liability: Self-Insured Level: \$100,000 per Person/\$200,000 per Occurrence self-insured retention with the statutory limits per Section 768.28

Florida Statutes. Excess Insurance: \$5,000,000 per occurrence excess insurance (no aggregate applicable) with self-insured retention of \$500,000.

(ii) Workers' Compensation: Statutory workers compensation coverage per occurrence with self-insured retention of \$500,000.

12.2 Property Coverage. The City shall maintain at its expense during the Term of this Agreement the following property related insurance:

12.2.1 Property insurance for 100% of full replacement value of the Sports Facility (including all improvements and personal property), with deductibles not exceeding \$50,000 per occurrence against loss by so-called "all risk" perils, including but not limited to fire, extended coverage, storm (including without limitation wind, flood and hurricane coverage), boiler and machinery, vandalism, malicious mischief, flood and earthquake. Such insurance is to contain a replacement cost endorsement, and endorsements eliminating any and all coinsurance provisions.

12.2.2 For any work of construction conducted on the Site by or at the direction of the City, builder's risk insurance with the same limits and coverages as set forth in Subsection 12.2.1, provided that at the City's election, such insurance may be maintained by the contractor(s) performing the construction work at the Sports Facility.

12.2.3 City Property Self-Insurance or Self-Funding. Any provision of this Agreement to the contrary notwithstanding, while the City shall maintain insurance coverage and limits as provided for in this Agreement, parties hereto specifically agree that the City may do so by self-insurance and/or by purchase at the sole option of the City. To the extent required by the terms of this Agreement, insurance coverage and limits shall be evidenced by delivery to The Phillies of letters of self-insurance or self-funding executed by the City's Risk Manager, or by certificates of

insurance executed by either the agent for the insurers or the insurers or by copies of policy declaration pages. Such letters, certificates, and policy declaration pages shall list coverage (including the amount of insurance per claim and per occurrence, any gap in coverage, and the amount of the excess insurance) and policy limits with expiration dates and major policy terms and endorsements.

12.3 General. All insurance policies obtained pursuant to this Section 12 shall: (i) be with companies legally authorized to do business in the State of Florida and which possess a minimum rating of A- or better and a minimum class VIII financial size category (as listed at the time of issuance by A.M. Best Insurance Reports), which are reasonably acceptable to the other parties; and (ii) shall name as an additional insured each other party and such Affiliates of that party as it shall reasonably request. Upon commencement of the Term, each party shall furnish or cause to be furnished to the other party a certificate of insurance evidencing all such insurance policies. Renewal certificates shall be delivered by each party to the others at least ten days prior to the expiration of any policy of insurance. No such policy shall be cancelable or subject to reduction of coverage except after thirty days' prior written notice to all parties hereto.

12.4 Remedies. If any party fails to obtain, keep in force or provide evidence of any of the insurance policies or self-insurance coverage required by this Section 12, the other party may give written notice to the defaulting party, and the defaulting party shall have until the earlier of (i) five days after its receipt of such notice, or (ii) regardless of whether notice shall have been given, one day before the date the required insurance will lapse, to cure the default. If the default is not cured within such period, then the other parties shall have the remedies set forth in Section 17.

12.5 Waiver of Subrogation. Each party hereby releases and relieves the other party, and

waives its entire right of recovery against the other party, for direct or consequential loss or damage arising out of an incident to the perils covered by any insurance carried by the other party or which would have been carried had such other parties fulfilled their obligations hereunder to carry insurance, whether or not due to the negligence of the released party or its agents, employees, contractors or invitees. If necessary, all property insurance policies required by this Agreement shall be endorsed to so provide.

13. Indemnification. The indemnifications provided for in this Section 13 shall relate only to the extent that the liability in question has not produced insurance proceeds to the indemnitee.

13.1 By The Phillies. Subject to Section 12.5, The Phillies agrees to and will at all times defend, indemnify, save and hold the City and their Affiliates, and their respective elected officials, officers, agents, employees, successors and assigns harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorney's fees, costs of investigation and discovery, and all court costs, arising out of:

13.1.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of any willful and wanton or grossly negligent act or omission of The Phillies or any Affiliate of The Phillies or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility.

13.1.2 Any breach or default in the performance of any obligation on The Phillies' part to be performed under the terms of this Agreement.



The foregoing indemnification obligations of The Phillies shall not extend to liabilities caused, in whole or in part, by any willful, wanton, or grossly negligent act or omission of the City or any of its agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.2 By the City. Subject to Section 12.5, the City, to the extent permitted by applicable law, including, but not limited to Section 768.28, Florida Statutes, agrees to and will at all times defend, indemnify save and hold The Phillies and its Affiliates and their respective employees, agents, officers, directors, shareholders, partners, successors and assigns, harmless, on a current basis, for, from and against any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable attorneys' fees, costs of investigation and discovery, and all court costs, arising out of:

13.2.1 Injury to or death of persons (including personnel or employees of the City or The Phillies), and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or grossly negligent act or omission of the City or any Affiliate of City or any of their respective agents, officers or employees, in connection with the operation or use of the Sports Facility to the extent such act or omission caused the injury.

13.2.2 Any breach or default in the performance of any obligation on the City's part to be performed under the terms of this Agreement.

The foregoing indemnification obligations of the City shall not extend to liabilities caused by any willful, wanton, or negligent act or omission of The Phillies or any Affiliate of The Phillies

or any of their respective agents, officers or employees to the extent such act or omission caused the liability and shall survive the termination of this Agreement for all acts committed or omissions made prior to the effective date of the termination of this Agreement.

13.3 Procedure for Indemnification -- Third Party Claims.

13.3.1 Promptly after receipt by an indemnified party under Sections 12.1 or 12.2 of notice of a claim against it ("Claim"), such indemnified party shall, if a claim is to be made against an indemnifying party thereunder, give notice to the indemnifying party of such Claim, but the failure to notify the indemnifying party will not relieve the indemnifying party of any liability that it may have to any indemnified party, except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced by the indemnified party's failure to give such notice.

13.3.2 If any Claim is made against an indemnified party and it gives notice to the indemnifying party of such Claim, the indemnifying party will be entitled to participate in the defense of such Claim and, to the extent that it wishes (unless (i) the indemnifying party is also a party to such Claim and the indemnified party determines in good faith that joint representation would be inappropriate, or (ii) the indemnifying party fails to provide reasonable assurance to the indemnified party of its financial capacity to defend such Claim and provide indemnification with respect to such Claim), to assume the defense of such Claim with counsel satisfactory to the indemnified party and its insurers and, after notice from the indemnifying party to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will not, as long as it diligently conducts such defense, be liable to the indemnified party under such Section for any fees of other counsel or any other expenses with respect to the defense of such Claim in each case subsequently incurred by the indemnified party in connection with the defense of such Claim, other

than reasonable costs of investigation. If the indemnifying party assumes the defense of a Claim (i) no compromise or settlement of such claims may be effected by the indemnifying party without the indemnified party's consent unless (a) there is no finding or admission of any violation of Legal Requirements or any violation of the rights of any Person and no effect on any other Claims that may be made against the indemnified party, and (b) the sole relief provided is monetary damages that are paid in full by the indemnifying party and (b) the indemnifying party will have no liability with respect to any compromise or settlement of such claims effected without its consent. If notice is given to an indemnifying party of a Claim and the indemnifying party does not, within thirty days after the indemnified party's notice is given (or such lesser period of time as may be necessary to avoid a Default on such Claim), give notice to the indemnified party of its election to assume the defense of such Claim, the indemnifying party will be bound by any determination with respect to said Claim or any compromise or settlement effected by the indemnified party.

13.3.3 Notwithstanding the foregoing, if an indemnified party determines in good faith that there is a reasonable probability that a Claim may adversely affect it or its Affiliates other than as a result of monetary damages for which it would be entitled to indemnification under this Agreement, the indemnified party may, by notice to the indemnifying party, assume the exclusive right to defend, compromise, or settle such Claim, but the indemnifying party will not be bound by any determination of a Claim so defended or any compromise or settlement effected without its consent (which may not be unreasonably withheld).

13.4 Procedure for Indemnification -- Other Claims. A claim for indemnification for any matter not involving a third-party claim may be asserted by notice to the party from whom indemnification is sought.

14. Damage or Destruction.

14.1 Decision to Rebuild. In the event that the Sports Facility or any part thereof is damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever, the City shall promptly commence and thereafter diligently proceed to repair and rebuild the Sports Facility to its condition immediately prior to such damage or destruction, provided, however, if such damage or destruction involves the entire Sports Facility or any substantial part thereof and occurs less than five years prior to the end of the Term, the City may elect to terminate this Agreement unless The Phillies agree to (i) exercise the option to renew provided for in Section 3.3 hereof (in which event, if necessary, the one-year notice period for exercising such option shall be waived), or (ii) if the option to renew has already been exercised, The Phillies and the City agree to extend the Term by at least five years. In the event that such damage or destruction is of such an extent as would substantially and adversely affect The Phillies' activities at the Sports Facility, the City shall use its best efforts to provide to The Phillies the use of alternate first class MLB spring training facilities, in reasonable proximity to the Sports Facility, on a basis that preserves to The Phillies the net benefit of the economic terms of this Agreement and that affords business interruption protection to The Phillies against lost revenues. If the City meets the requirements of the next preceding sentence and has been and remains in substantial compliance with its obligations under the first sentence of this Section 14.1, then The Phillies shall use those alternate facilities during the period of interruption and, for each full Spring Training Season during the initial 20-year portion of the Term hereof that such use continues, that initial term shall be extended by one year.

14.2 Failure To Repair. If the City is obligated to repair or rebuild the Sports Facility under the provisions of this Section 14 and does not commence such repair or rebuilding within

ninety days after the occurrence of the damage or destruction, or if the City commences such repair or rebuilding but do not prosecute the same diligently to completion, then the City shall be deemed to be in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

14.3 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the casualty, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

15. Condemnation.

15.1 Total Taking. In the event the entire Sports Facility is appropriated or taken under the power of eminent domain, or sold under threat thereof (all of which will be referred to as a "condemnation"), by any public or quasi-public authority, The Phillies shall have the option to terminate this Agreement as of the date the condemning authority takes title or possession, whichever first occurs. The Phillies shall have no claim to the award in condemnation for the City's interest in the Site and Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.2 Partial Taking. In the event that only a portion of the Sports Facility is condemned, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes

title or possession, whichever first occurs; provided, however, that if so much of the Sports Facility is taken by such condemnation as would substantially and adversely affect The Phillies' operations at the Sports Facility, The Phillies shall have the option, to be exercised in writing within one hundred eighty days after the City shall have given The Phillies written notice of the condemnation (or in the absence of such notice, within one hundred eighty days after the condemning authority shall have taken possession), to terminate this Agreement as of the date the condemning authority takes such possession. If The Phillies does not give timely notice to terminate, this Agreement shall remain in full force and effect as to the remainder of the Sports Facility that is suitable for the use then being made of the Sports Facility by The Phillies; if and so long as The Phillies deem it advisable, The Phillies may utilize alternative facilities; and the City shall, to the extent of condemnation proceeds received by it, acquire or add adjacent property and construct additional Improvements with reasonable diligence, in order to restore the Sports Facility as nearly as possible to the condition immediately before the condemnation. Whether this Agreement terminates or continues in full force or effect, The Phillies shall have no claim to the award in condemnation for the City's interest in the Sports Facility; provided, however, that The Phillies shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of The Phillies under this Agreement, including without limitation its right to retain net revenues from the operation thereof.

15.3 Failure To Repair. If the City is obligated to make the Sports Facility suitable for use by The Phillies following a condemnation under the provisions of this Section 15 and does not commence to acquire or add adjacent property or construct additional Improvements necessary to do so within ninety days after the date of the condemnation, or if the City commences such

acquisition or construction but does not prosecute the same diligently to completion, the City shall be deemed in Default under this Agreement and The Phillies shall have the rights and remedies set forth in Section 17.

15.4 Phillies Option to Rebuild or Repair. In the event the City fails to commence such repairs or rebuilding within 90 days of the occurrence of the condemnation, The Phillies shall have the right, but not the obligation, to undertake such repairs or rebuilding. In the event The Phillies so undertake such repairs or rebuilding, The Phillies shall be entitled to reimbursement of the actual costs thereof by the City as incurred, within 45 days of all invoices therefor, with interest thereafter at the Default Rate.

16. Assignment.

16.1 Assignment by The Phillies. The Phillies shall not sell, assign, encumber, pledge, or otherwise transfer all or any portion of its interest in this Agreement without the prior written consent of the City, except as follows:

16.1.1 The Phillies shall have the right to transfer all of its rights and obligations under this Agreement to any Person that shall thereafter own the MLB franchise now held by The Phillies; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement; and provided, further, that MLB approves the transfer of such MLB franchise to such transferee and the City has been provided with satisfactory evidence of such assumption and approval.

16.1.2 The Phillies shall also have the right to transfer its interest in this Agreement freely to another MLB club; provided, however, that such transferee shall assume the obligations of The Phillies under this Agreement.

16.1.3 No transfer under this Section 16 shall release The Phillies from any pre-existing liabilities under this Agreement, including, but not limited to any indemnification obligations of The Phillies which arise prior to the date of such transfer.

16.2 Assignment by City. The City shall have the right to assign certain rights under this Agreement to a non-profit organization controlled by the City, provided that such assignment will not affect The Phillies rights and remedies against the City under this Agreement and the City shall at all times remain primarily liable for their obligations hereunder. Except as aforesaid, the City may not assign its rights and duties under this Agreement without the consent of The Phillies.

17. Default.

17.1 Default. If any party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

17.1.1 Where a grace period is specifically provided for in any section of this Agreement, that specific grace period shall apply.

17.1.2 Where a grace period is not specifically provided for in any other section of this Agreement, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five business days to cure monetary failure; and (ii) thirty days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty day period and thereafter proceeds with reasonable diligence to cure said failure.



17.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth below.

17.1.4 Termination of this Agreement.

17.2 Non-Defaulting Party's Rights and Remedies. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation):

17.2.1 To cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the Default Rate; and

17.2.2 To collect all sums paid by it to effect such cure, together with interest thereon at the Default Rate, by set off against all sums next-to-become-due to the Defaulting Party under this Agreement.

17.3 Cumulative Rights. The remedies heretofore described in this Section 17 shall be in addition to any other remedy the Non-Defaulting Party may have at law and in equity in the event of a Default, including without limitation:

17.3.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate from the date on which such monies were due;

17.3.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

17.3.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Defaulting Party in connection with the default.

17.4 Injunctive Relief. Without limiting any other remedies of the City on account of a Default by The Phillies hereunder, The Phillies further acknowledges that the City will be irreparably harmed if The Phillies violate this Agreement by the transfer, move or other relocation of The Phillies' spring training activities to, and/or the playing of Home Games at, any locations other than the Sports Facility during the Term otherwise than as provided or permitted by this Agreement. Accordingly, The Phillies hereby agree that in the event of such a violation or threatened violation of this Agreement, the City shall be entitled to seek and obtain, and The Phillies hereby consent to the entry of, a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent relief to enjoin any such violation or threatened violation. The Phillies waive any requirement that the City post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of The Phillies' spring training activities to, or the playing of Home Games at, any location other than the Sports Facility, and City is not able to obtain the injunctive relief provided for in this Section 17.4, the City shall be entitled, at its option, to seek monetary damages.

17.5 Emergency. Nothing in this Section 17 shall be deemed to limit The Phillies' right to take action in emergencies pursuant to Section 9.7.

18. Legal Opinions.

18.1 By the City. Concurrently with the execution and delivery of this Agreement, the City has provided to The Phillies an opinion of its City Attorney advising The Phillies that (i) the City is a duly organized and existing municipal corporation of the State of Florida and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by the City is duly authorized, (iii) all notices required by Florida law and all necessary action required for the execution

and delivery of this Agreement or otherwise required under applicable law have been obtained, and (iv) this Agreement is valid, binding and enforceable against the City in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to The Phillies, as evidenced by its execution of this Agreement.

18.2 By The Phillies. Concurrently with the execution and delivery of this Agreement, The Phillies has provided to the City an opinion of its general counsel advising the City that (i) The Phillies is a duly organized and existing limited partnership of the Commonwealth of Pennsylvania and is authorized to enter into and perform under this Agreement, (ii) execution of this Agreement by The Phillies is duly authorized, and (iii) this Agreement is valid, binding and enforceable against The Phillies in accordance with its terms, subject only to such exceptions as are set forth expressly in such opinion and are reasonably acceptable to the City, as evidenced by its execution of this Agreement.

19. Miscellaneous.

19.1 Estoppel Certificates. Each party (as "responding party") shall at any time within fifteen days after written request from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing as of the date of such certification (i) certifying that this Agreement is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect), (ii) acknowledging that there are not, to the responding party's knowledge without inspection, audit or investigation, any uncured defaults on the part of the requesting party (or specifying such defaults, if any are claimed), and (iii) providing such other information regarding this Agreement as may reasonably be requested by the requesting party. Any such statements may be conclusively relied

upon by any prospective purchaser or encumbrancer of The Phillies or of its interests herein and by any bond holders, underwriters and financiers of the City.

19.2 Consents. Whenever a party's approval, permission, concurrence, consent or satisfaction is required under this Agreement, such approval, permission, concurrence, consent or satisfaction shall not be unreasonably withheld or delayed, except as and to the extent expressly provided to the contrary in this Agreement; provided, however that neither party shall be required to waive a Default hereunder.

19.3 Additional Instruments. The parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and reasonable request for such instrument shall be made. In addition, as soon as practicable following the Commencement Date hereunder, the parties shall execute a written supplement to this Agreement setting forth such Commencement Date. With respect to the City, any obligations pursuant to this Section 19.3 shall be subject to obtaining any required governmental approvals.

19.4 Force Majeure. A party shall not be in Default under this Agreement if and to the extent it is unable to fulfill any of its obligations under this Agreement because it is prevented, hindered or delayed in doing so by reason of a strike, lockouts, labor dispute, boycott, material or energy shortage, casualty loss, weather conditions, acts of God, order of any government officer or court (but excluding, as to the City, orders promulgated by the City themselves), national emergency or war (collectively, "Force Majeure").

19.5 Notices. Any notice required to be given hereunder shall be in writing and sent by either overnight courier service or United States certified or registered mail, postage prepaid, addressed to the parties as follows:

If to City:

City of Clearwater  
112 South Osceola Avenue, 3<sup>rd</sup> Floor  
Clearwater, Florida 33756  
Attention: City Manager

With a copy to Counsel for City:

Pam Akin, Esquire  
112 South Osceola Avenue, 3<sup>rd</sup> Floor  
  
Clearwater, Florida 33756

If to The Phillies:

Veterans Stadium  
P.O. Box 7575  
Philadelphia, PA 19101  
Attention: David P. Montgomery,  
President

and

Attention: William Y. Webb,  
Vice President, General  
Counsel and Secretary

Notices shall be deemed given when actually received or when delivery is refused. The address for notices to a party may be changed, from time to time, by notice from such party given as herein required.

19.6 No Joint Venture. The City and The Phillies do not intend by entering into this Agreement to create a partnership, joint venture or any relationship other than that of independent contractors and licensor and licensee. Nothing in this Agreement shall be construed to create such a partnership, joint venture or other relationship, nor shall it be construed to create any pledging of the credit of the City or the faith and credit of the City.

19.7 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, and the proper venue shall be in Pinellas County, Florida.

19.8 Construction of this Agreement. This Agreement shall not be construed for or against any party on the basis that such Party drafted any portion of this Agreement. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

19.9 Binding Effect. Subject to Section 16, the covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals hereof, shall extend to and be binding upon the successors and assigns of the respective parties hereto as if they were in every case named and expressed, and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the successors and assigns of such party as if in each and every case so expressed.

19.10 Entire Agreement. This Agreement and the SFDA, together with the attached exhibits and simultaneous writings, contain the entire agreement and understanding between the parties relating to its subject matter. There are no oral understandings, terms or conditions, and

neither party has relied on any representation, express or implied, not contained in this Agreement or in simultaneous writings. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. Without limiting the generality of the foregoing, this Agreement and the SFDA replace and supersede that certain Clearwater Stadium Project Term Sheet dated September 8, 2000 by and between the City and The Phillies in its entirety and such Term Sheet is hereby terminated.

19.11 Severability. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

19.12 Captions. The headings of this Agreement are for convenience only and shall not be deemed a part of this Agreement, nor shall they be deemed to affect the meaning or construction of any portion of this Agreement.

19.13 Time of Essence. Time is of the essence of this Agreement.

19.14 Interest on Delinquent Amounts. Any amounts owing from one party to the other party under this Agreement and not paid when due shall bear interest from and after the due date at the Default Rate until paid, provided however, that no such interest shall accrue on any City obligation to pay until the expiration of 45 days after the date such payment is due.

19.15 Waivers. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent right by any party under the same or any other provision.

19.16 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

19.17 Right of Offset. Each party hereto, without waiving its rights under Section 17, shall be entitled to set off against sums due from it hereunder to any other party any amounts owing to it (including Default Interest if any) by such other party.

19.18 Attorneys' Fees. If an action or proceeding is brought to enforce the terms hereof or declare rights hereunder, including without limitation Expedited ADR, the prevailing party in any such action or appeal therefrom shall be entitled to its reasonable attorneys' fees and costs, which shall include the costs of consultants and experts, to be paid by the losing party as fixed by the court or arbitrator(s) in the same or a separate action or proceeding.

19.19 Amendment. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or The Phillies. This Agreement may not be changed, modified or rescinded except in writing by the City and The Phillies, and any attempt at oral modification of this Agreement shall be void and of no effect.

19.20 Authority. Each party hereto hereby represents and warrants to the other that it has the authority to enter into this Agreement and to undertake and perform its respective obligations hereunder.

19.21 Exhibits. Exhibit A is attached hereto and incorporated by this reference thereto.

19.22 Liability Limitation. Except as otherwise provided herein, no individual who is a general partner of The Phillies, or a member of the City Commission or an officer, employee or agent of any party hereto shall be liable to any other party, or any successor in interest thereto, for any default by a party hereunder.

19.23 Certain Disputes. Any dispute between the parties arising under Sections 9 and 10 of this Agreement shall be resolved by Expedited ADR.



20. Conditions.

20.1 Conditions Precedent to Parties' Rights and Obligations. All of the parties' respective rights and obligations under this Agreement are expressly conditioned upon the occurrence of the following, each by the date respectively indicated:

20.1.1 Issuance of Certification from the Florida Office of Tourism regarding a "retained spring training franchise facility" shall have issued by January 2, 2001.

20.1.2 The specific site for the Sports Complex shall by February 15, 2001 have been agreed to by the parties and reflected upon a detailed site plan initialed by the parties, which shall become Exhibit B to this Agreement.

20.1.3 The parties shall, within 15 days following satisfaction of the conditions in Section 20.1.2, have: (i) executed and delivered a definitive SFDA; (ii) have agreed upon a detailed Scope of Work, an initialed copy of which shall become Exhibit C to this Agreement; and (iii) have executed and delivered a definitive lease for the Carpenter Complex, which will terminate the existing lease dated September 26, 1966, as amended, and which: (x) shall be for a term coextensive with the Term; (y) shall conform to the relevant allocation provisions of this Agreement; and (z) call for fixed rent in arrears at the annual rate of \$204,000 for 20 years from the start of the Term.

20.2 Waiver. Each of the conditions precedent specified in Sections 20.1 and 20.4 may only be waived in a writing duly executed and delivered by both parties; provided, however, that The Phillies may, by written notice to City, extend from time to time each of the dates specified in Section 20.1.

20.3 Satisfaction Date. The date on which the last of all of the conditions precedent specified in Section 20.1 has been duly satisfied or duly waived is herein referred to as the "Satisfaction Date."

20.4 Further Condition Relating to Litigation. If on the Satisfaction Date any litigation other than bond validation proceedings is pending to restrain or enjoin the performance of this Agreement and/or of the SFDA and/or of any material aspect of either and/or to seek material damages in respect thereto and is neither withdrawn nor dismissed with prejudice by October 1, 2001, either party may (but need not) elect to terminate this Agreement by written notice given within 30 days thereafter.

21. Marketing Programs. The Phillies and the City hereby agree that The Phillies will provide trade out value in marketing programs to match the financial contributions made by Pinellas County toward the funding of the Sports Facility. These marketing trade out programs may include, but are not limited to destination advertising, tourism public relations campaigns, tourism direct sales activities and/or other marketing programs mutually agreed upon between the Pinellas County Convention and Visitors Bureau and The Phillies. Representatives of The Phillies and the Convention and Visitor's Bureau shall meet as often as they mutually determine to be needed (but at least annually) to agree to a specific program of destination marketing and/or ticket opportunities of the trade out program for the upcoming calendar year. This marketing trade out program shall be the sole responsibility of The Phillies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THE CITY OF CLEARWATER, FLORIDA

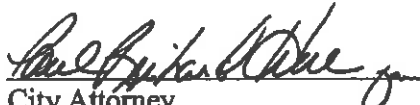
By:   
Brian Aungst, Mayor

By:   
City Manager


ATTEST:

 12/20/00  
ASST. City Clerk

Approved as to form and  
legal sufficiency

  
City Attorney

THE PHILLIES

By:   
David P. Montgomery,  
General Partner

## EXHIBIT A

All claims, demands, disputes, controversies and differences that may arise under this Agreement between the parties, concerning any controversies under the Sections of this Agreement making reference to the use of Expedited ADR shall be resolved by Alternative Dispute Resolution as set forth below:

1. Disputes submitted to Expedited ADR hereunder will be conducted before a "Panel" designated in the manner provided in Section 2 below. The decision of the Panel will be final and binding upon the parties as to all matters in dispute and will be enforceable by a court of competent jurisdiction. The rules of the American Arbitration Association will be used for guidance in establishing procedures for the arbitration, but their use will not be mandatory unless the parties are unable to agree on an alternative body of rules.

2. In the case of disputes involving construction matters at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of twenty-one persons with at least ten years experience in the construction business furnished by the Florida Chapter of the American Arbitration Association. In the case of disputes involving operations at the Sports Facility, the Panel will consist of three persons selected by the parties from a list of eleven persons, each of whom must have at least ten years of experience in the stadium/arena management business furnished by the Florida Chapter of the American Arbitration Association. The Panel of three will be selected from such list by the mutual agreement of the parties. If, within three days following the day on which the list is furnished to the parties, the parties are unable to agree on the composition of the Panel, then representatives of the parties will meet promptly and the following procedures will be used: The Phillies will strike the name of a person on the list. Within fifteen minutes thereafter, the Public Bodies will strike a name from the list. At fifteen minute intervals thereafter, each party will strike a name from the list. If a party fails to strike a name within the allotted time period, it will forego its turn to strike a name. The last three names on the list will constitute the Panel.

3. Within thirty days following the appointment the Panel as provided for above, the Panel shall hold a hearing which hearing shall be held at Tampa, Florida, or at any other place agreed to by the parties involved.

4. The Public Bodies or The Phillies may join any other party to the arbitration which is needed for just adjudication. The standard for joinder of any other party shall be that provided under Rule 19 of the Florida Rules of Civil Procedure.

5. If the Panel determines that either party's position in the dispute was without merit, such party will pay the other party's reasonable attorneys' fees and costs related to the arbitration, including the costs and fees of the Panel, fees to the American Arbitration Association and other costs of such arbitration otherwise payable by such party in the arbitration proceedings. In all other

cases, the parties will share equally the costs of such arbitration and will pay their own attorneys' fees.

6. At least ten days prior to the hearing, the parties shall meet and exchange exhibits and pre-hearing statements and stipulate and agree on non-disputed facts. No exhibit shall be admitted unless listed on the pre-hearing statement and exchanged between the parties. No witness may be presented unless indicated on the pre-hearing statement or unless produced for rebuttal purposes. Prior to or at the hearing, each party shall submit a memorandum not to exceed five pages outlining the relevant issues for the Panel. At the hearing, the laws of evidence of the State of Florida shall apply, and the Panel shall allow each party to present that party's case, evidence and witnesses and render its award, including a provision for payment of attorneys' fees and costs of arbitration to be paid by one or both of the parties to this Agreement, as the Panel deems just.

**City of Dunedin  
(Toronto Blue Jays)**

**CITY OF DUNEDIN**  
**ANNUAL REPORT ON SPRING TRAINING OPERATIONS**  
**TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**  
**2018**

**CONTENTS**

<b>TAB 1</b>	<b>STATE AND LOCAL FUNDS EXPENDED TO DATE</b>
<b>TAB 2</b>	<b>CONTRACTS BETWEEN THE CITY OF DUNEDIN AND THE TORONTO BLUE JAYS BASEBALL CLUB</b>
<b>TAB 3</b>	<b>COST-BENEFIT ANALYSIS OF THE TEAM'S IMPACT ON THE COMMUNITY</b>
<b>TAB 4</b>	<b>EVIDENCE THAT THE CITY OF DUNEDIN CONTINUES TO MEET THE CRITERIA IN EFFECT WHEN CERTIFIED</b>
<b>TAB 5</b>	<b>APPENDIX CONTENTS</b>





**TAB 1**

**STATE AND LOCAL FUNDS EXPENDED TO DATE**

**STATE AND LOCAL EXPENDITURES  
DUNEDIN SPRING TRAINING FACILITIES**

**REPORT TO FDEO 2018**

The information in this summary is taken from the City of Dunedin's Annual Adopted Budget documents for Fiscal Years 2000 – 2018.

State Revenues Received	OTTED/FDEO Funding	2000 – 2018	\$8,708,403
Local Revenues Received	Pinellas County	2000 – 2018	\$2,850,000
Local Expenditures	City of Dunedin	2000 – 2018	\$99,184,207

State revenue summary is based on an award of \$10,000,000 paid over a 20-year period.

Local revenue summary is based on a Pinellas County award of \$3,000,000 paid over a 20-year period.

Local expenditures reflect a significant budget projection for 2018, based on a planned renovation of the Spring Training facilities.

**TAB 2**

**CONTRACTS BETWEEN THE CITY OF DUNEDIN AND THE TORONTO BLUE  
JAYS BASEBALL CLUB**

**License Agreement for the Use of  
Dunedin Facilities for Spring Training**

## **RESOLUTION 18-10**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DUNEDIN APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIRST AMENDED AND RESTATED LICENSE AGREEMENT BETWEEN THE CITY OF DUNEDIN ("CITY") AND ROGERS BLUE JAYS BASEBALL PARTNERSHIP ("BLUE JAYS"); APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN ADDENDUM TO LICENSE AGREEMENT BETWEEN THE CITY AND THE BLUE JAYS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A SPRING TRAINING PROGRAM AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY; AUTHORIZING APPROPRIATE CITY OFFICIALS TO TAKE FURTHER ACTION REQUIRED TO IMPLEMENT THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the history of Major League Baseball (MLB) in Dunedin began in 1977 when the expansion team Toronto Blue Jays flew south for their first Grapefruit League season; and

**WHEREAS**, Dunedin has been the site for every Toronto Blue Jays Spring Training season since 1977, making the Toronto Blue Jays the only major league franchise to have never changed Spring Training cities; and

**WHEREAS**, the Toronto Blue Jays' Spring Training activities have provided significant positive economic impact to Dunedin since 1977; and

**WHEREAS**, the current License Agreement with the Toronto Blue Jays has been in place since December 15, 2000 and currently extends until December 31, 2019 subject to annual renewal options; and

**WHEREAS**, on April 4, 2013, the Dunedin City Commission adopted Resolution 13-16, confirming its commitment to keep the Toronto Blue Jays Spring Training in the City of Dunedin; and

**WHEREAS**, the Toronto Blue Jays have requested the redevelopment, expansion and renovation of the Dunedin Stadium, Cecil P. Englebert Recreational Complex and the Vanech Recreation Complex (collectively, the "Dunedin Spring Training Facilities") at a project cost of approximately \$81 million; and

**WHEREAS**, on October 6, 2016, the Dunedin City Commission adopted Resolution 16-26, authorizing staff to apply for funding through the Florida Department of Economic Opportunity and the Pinellas County Tourist Development Council to pay a portion of the costs for improvements to the Dunedin Spring Training Facilities; and

**WHEREAS**, in order to apply for State of Florida funding pursuant to Section 288.11631, Florida Statutes, the City and the Toronto Blue Jays approved and entered into a new License Agreement dated November 2, 2017 (the "2017 License Agreement") which provides for a term at least equal to the term of the requested State funding; and

**WHEREAS**, the City submitted an application for certification of a spring training facility pursuant to Section 288.11631, Florida Statutes, and the City and the City received on February 26, 2018, a conditional certification letter from the Florida Department of Economic Opportunity ("DEO), requiring that three actions be taken by the City for the City to obtain final certification pursuant to Section 288.11631, Florida Statutes; and

**WHEREAS**, the City desires to comply with the final certification conditions and desires to authorize and approve the execution and delivery of a First Amended and Restated License Agreement, an Addendum to License Agreement and a Spring Training Program Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DUNEDIN, FLORIDA, IN SESSION DULY ASSEMBLED:**

**Section 1.** That the foregoing recitals are hereby incorporated into this Resolution as if fully set forth herein.

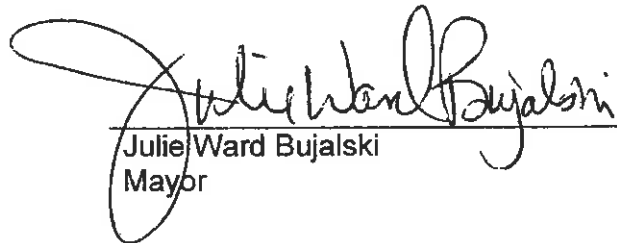
**Section 2.** That the First Amended and Restated License Agreement, substantially in the form attached hereto as Exhibit "A" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the First Amended and Restated License Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the First Amended and Restated License Agreement shall constitute conclusive evidence of such approval.

**Section 3.** That the Addendum to License Agreement, substantially in the form attached hereto as Exhibit "B" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the Addendum to

License Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the Addendum to License Agreement shall constitute conclusive evidence of such approval.

**Section 4.** That the Spring Training Program Agreement, substantially in the form attached hereto as Exhibit "C" is hereby approved, and the Mayor, or in her absence the Vice-Mayor and the City Manager, or in her absence, the Deputy City Manager, are hereby authorized and directed to execute and deliver, and the City Clerk is hereby authorized and directed to attest, the Spring Training Program Agreement on behalf of the City, upon the approval as to form by the City Attorney, with such changes, insertions and omissions as may be approved by the Mayor, the Vice-Mayor, the City Manager, the Deputy City Manager, the City Clerk and the City Attorney; their execution of the Spring Training Program Agreement shall constitute conclusive evidence of such approval.

**Section 5.** That this Resolution shall be effective immediately upon its adoption.

 6/21/18  
\_\_\_\_\_  
Julie Ward Bujalski  
Mayor

ATTEST:

 6/21/18  
\_\_\_\_\_  
Denise M. Kirkpatrick  
City Clerk

**CITY OF DUNEDIN AND TORONTO BLUE JAYS  
FIRST AMENDED AND RESTATED LICENSE AGREEMENT**

**THIS CITY OF DUNEDIN AND TORONTO BLUE JAYS FIRST AMENDED AND RESTATED LICENSE AGREEMENT** (the “**Agreement**”), made and entered into this 21<sup>st</sup> day of June, 2018 (the “**Effective Date**”) by and between the **CITY OF DUNEDIN, FLORIDA**, a municipal corporation of the State of Florida (hereinafter referred to as the “**City**”) and **ROGERS BLUE JAYS BASEBALL PARTNERSHIP**, an Ontario, Canada general partnership (hereinafter referred to as the “**Club**”).

**WITNESSETH**

**WHEREAS**, the City owns a baseball stadium (the “**Stadium**”), office building, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 373 Douglas Avenue, Dunedin, as well as the 12 acre site upon which the same are located, all of which is described and / or illustrated on Exhibit “A” attached hereto, (collectively, the “**Grant Field Facilities**”);

**AND WHEREAS**, the City will own, as of the Threshold Date, a recently constructed building containing offices, clubhouses and training facilities (the “**New Training Center**”), six (6) full-sized professional baseball practice fields, two (2) professional baseball “half” fields, one (1) open-air agility field, one (1) roofed agility field, one (1) inclined agility field, two (2) permanent roofed buildings containing professional baseball batting tunnels, dedicated parking facilities and other appurtenances and improvements located at or near the municipal address of 3031 Garrison Road, Dunedin, as well as the 27.4 acre site (the “**Englebert Site**”) and the 31.1 acre site (the “**Vanech Site**”) upon which all of same are situated, all of which is described and / or illustrated on Exhibit “B” attached hereto (collectively, the “**Complex Facilities**”);

**AND WHEREAS**, the parties desire to enter into a “Spring Training Facility Development Agreement” (the “**Development Agreement**”), which will set forth the relative roles and responsibilities of both the City and the Club in connection with the planning, design, funding, financing and construction of certain renovations, expansions of and/or additions to the Dunedin Facilities (the “**Improvements**”), which Improvements are more particularly described in Exhibit “C” attached hereto. By way of illustration, it is anticipated that the Development Agreement will specify the City’s responsibility to enter into the final agreements with engineers, architects, general contractors and related professional service providers necessary for the design and construction of the agreed-upon Improvements. Further, the Development Agreement will define the milestone or significant events that are to take place in order to facilitate the development, design, funding, financing and reconstruction of the Dunedin Facilities. In order to outline and summarize the relative roles and responsibilities of both the City and the Club in connection with the Improvements prior to the finalization of the Development Agreement, the City and the Club have entered into that certain agreement for the construction and renovation of the Dunedin spring training facilities effectively dated November 2, 2017 (the “**Preliminary Construction and Renovation Agreement**”), which shall have no further force and effect after the finalization of the Development Agreement. For purposes of this Agreement, any reference to the Development Agreement prior to the Threshold Date of this Agreement is intended to include the general terms and conditions set forth in the Preliminary Construction and Renovation Agreement until such



time that it is superseded and replaced by the Development Agreement;

**AND WHEREAS**, the parties recognize that this Agreement is being prepared in advance of the Development Agreement and that this Agreement is being drafted as if the Development Agreement were in place since that is a condition precedent to the effective date of this Agreement;

**AND WHEREAS**, the Club owns and operates the Major League Baseball team known as the *Toronto Blue Jays*® (the “**Major League Team**”) and desires to contract with the City for training and playing facilities for the Major League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Threshold Date (as defined below);

**AND WHEREAS**, the Club owns and operates the “A” level Minor League Baseball team known as the *Dunedin Blue Jays*® (which team is a member of the Florida State League) (the “**Minor League Team**”) and desires to contract with the City for training and playing facilities for the Minor League Team and to commence using the Dunedin Facilities pursuant to this Agreement as of the Threshold Date;

**AND WHEREAS**, the Club desires to license the Grant Field Facilities for the purpose of conducting Major League Team exhibition games during the Spring Training Season (defined below) and Florida State League Games and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

**AND WHEREAS**, the Club desires to license the Complex Facilities for the purpose of training its Major League and Minor League players during the Spring Training Season (defined below) and for Additional Club Activities (as defined below) and to maintain thereon permanent office and clubhouse facilities on a year-round basis, all in accordance with this Agreement;

**AND WHEREAS**, the Club wishes to share the Complex Facilities and Grant Field Facilities with the City, with such uses for public purposes to be scheduled and utilized by the City and other public user groups pursuant to the provisions of this Agreement;

**AND WHEREAS**, the City agrees to license the Grant Field Facilities and the Complex Facilities to the Club in consideration of certain obligations set forth herein, including without limitation, certain payments from the Club to the City;

**AND WHEREAS**, the parties have previously entered into that certain license agreement dated December 15, 2000 as amended by the First Amendment dated January 10, 2002 and as further amended by the Second Amendment dated April 20, 2017 (collectively, the “**Existing Agreements**”);

**AND WHEREAS**, the Existing Agreements presently expire December 31, 2019 with Club options to extend for up to three (3) additional one (1) year periods, provided the Club provides notice to the City of such election in accordance with the terms of the Existing Agreements;

**AND WHEREAS**, the Parties previously entered into a License Agreement dated

November 2, 2017 (the “**2017 License Agreement**”), which 2017 License Agreement was intended to take effect, and to supercede the Existing Agreements, on the Threshold Date, as defined herein;

**AND WHEREAS**, the parties now desire to enter into this Agreement, with the intention of terminating, replacing and superceding all of the Existing Agreements as of the date first written above, instead of on the Threshold Date;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and in consideration of the payments to be made hereunder and the obligations of the parties to be performed, the City and the Club hereby mutually covenant and agree as follows:

1. **DEFINITIONS**. In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

- (a) “**Adjacent City Building**” is the building identified by the number 13 on Exhibit “B” attached hereto that was previously utilized by the Club for its player-development operations and that is accessible via a driveway entrance on Solon Avenue and located adjacent to the Complex Facilities.
- (b) “**Ad Valorem Taxes**” means any and all ad valorem taxes and property taxes assessed against the Dunedin Facilities by any taxation authority, as well as any other taxes that are calculated or assessed based on the value of the Dunedin Facilities or the buildings or lands forming part of same.
- (c) “**Annual Capital Payment**” shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (d) “**Annual License Fee**” shall have the meaning ascribed thereto in subsection 27(b) of this Agreement.
- (e) “**Annual Naming Rights Revenues**” is the amount of Naming Rights Revenues attributable to a specific calendar year of the Term. Where the Club grants a third party naming rights to one or more of the Nameable Properties and is paid a specified annual amount of Naming Rights Revenues in connection with such grant of naming rights, then such annual amount will be the Annual Naming Rights Revenues for the purposes hereof. Where the Club instead receives a single specified lump sum amount of Naming Rights Revenues in return for the grant of naming rights to a third party then the amount of Annual Naming Rights Revenues will be deemed to be equal to the lump sum amount of Naming Rights Revenues divided by the number of calendar years to which it applies.
- (f) “**Additional Club Activities**” shall have the meaning ascribed thereto in subsection 3(c) of this Agreement.
- (g) “**Annual Naming Rights Revenues**” shall have the meaning ascribed thereto in Section 0 of this Agreement.

- (h) **“Base Field Maintenance Activities”** shall have the meaning ascribed thereto in subsection 8(f) of this Agreement.
- (i) **“BOC” or “Office of the Commissioner of Baseball”** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- (j) **“Capital Replacement”** means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of structural elements or improvements that enhance the underlying asset value of the Dunedin Facilities, or improvements that restore or increase the useful life of the Dunedin Facilities. These elements and improvements shall include, but shall not be limited to the following: (i) structural portions of the facilities, including but not limited to load-bearing walls; (ii) roof; (iii) seating (but only if more than twenty five (25) adjacent or proximate seats needs repair or replacement), railings, stairs or vomitoria; (iv) parking areas; (v) Scoreboards / Videoboards; (vi) mechanical, electrical and plumbing systems; (vii) HVAC systems and their components; and (viii) walls, gates and fences securing the Dunedin Facilities. This definition also includes replacement of material portions, to the extent necessary, of the following: lighting systems (but not individual fixtures or bulbs); electrical systems (but not individual lines or fixtures); and plumbing systems (but not pipes connecting to fixtures or individual fixtures). Not included in this definition is any damage required to be repaired by the City pursuant to Section 24 following a Casualty Event or any damage caused by an act or the negligence of the Club or the City, or their respective employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include Maintenance or Repairs in or upon the Dunedin Facilities which are not, in accordance with generally accepted accounting practices, generally understood to be of a capital nature in accordance with Internal Revenue Service Publication 523 (or similar provisions).
- (k) **“Capital Replacement Fund”** shall have the meaning ascribed thereto in Section 33 of this Agreement.
- (l) **“Capital Replacement Surcharge”** shall have the meaning ascribed thereto in subsection 12(d) of this Agreement.
- (m) **“Casualty Event”** shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (n) **“Casualty Event Interference”** shall have the meaning ascribed thereto in subsection 24(f) of this Agreement.
- (o) **“City Contribution”** shall mean the sum of \$5,663,000 (net present value) to be used toward the Improvements.
- (p) **“City Events”** shall have the meaning ascribed thereto in subsection 7(a) of this Agreement.

- (q) **“City Meeting”** will have the meaning ascribed thereto in subsection 4(b) of this Agreement.
- (r) **“City Group”** means the City, along with its elected representatives, officers, directors, contractors, employees, volunteers, and agents.
- (s) **“Club Activities”** means all Home Major League Team ST Games, Home Minor League Team Games, and Additional Club Activities but under no circumstances will include any City Event.
- (t) **“Club-Controlled Areas”** shall have the meaning ascribed thereto in Section 4 of this Agreement.
- (u) **“Club Group”** means the Club, along with its corporate affiliates, and each of their respective officers, directors, contractors, employees, volunteers and agents.
- (v) **“Club Repayment Obligation”** shall have the meaning ascribed thereto in subsection 27(a) of this Agreement.
- (w) **“Commissioner of Baseball”** means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- (x) **“Complex Facilities”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (y) **“Concessions Equipment”** means all of the fixed refrigeration, freezing, cooking, preparation, display and service equipment and supplies forming part of the Concessions Facilities.
- (z) **“Concession Facilities”** means those area(s) designated and used for food and beverage concession operations in accordance with the final construction drawings agreed to by the parties pursuant to the Development Agreement.
- (aa) **“Costs”** means all claims and causes of action (whether threatened or filed), losses, damages, judgments, liabilities, costs or expenses (including reasonable attorneys’ fees and other legal costs).
- (bb) **“County”** means Pinellas County, Florida.
- (cc) **“County Contribution”** shall mean the sum of \$41,700,000 (net present value) to be used toward the Improvements.
- (dd) **“Cut-Off Date”** shall have the meaning ascribed thereto in subsection 24(b) of this Agreement.
- (ee) **“Development Agreement”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ff) **“Disaster Mitigation Plan”** shall have the meaning ascribed thereto in subsection 24(i) of the

Agreement.

- (gg) **“Dunedin Facilities”** means collectively, the Grant Field Facilities and the Complex Facilities.
- (hh) **“Effective Date”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ii) **“Englebert Site”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (jj) **“Enumerated Event”** shall have the meaning ascribed thereto in subsection 32(a) of the Agreement.
- (kk) **“Executive Council”** means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.
- (ll) **“Existing Agreements”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (mm) **“FF&E”** means such furniture, fixtures, machinery, electronics or equipment located at the Dunedin Facilities, whether same were purchased and placed at the Dunedin Facilities as part of the Project and paid from the Project budget, or installed by or on behalf of the Club subsequent to the Threshold Date.
- (nn) **“Florida State League Season”** means the period of approximately April 1 to September 15 of each year, inclusive, and **“Florida State League games”** means all of the Minor League Team’s home games at the Dunedin Facilities during the Florida State League Season.
- (oo) **“Food and Beverage Concessionaire”** shall have the meaning ascribed thereto in subsection 13(b) of this Agreement.
- (pp) **“Food and Beverage Concessions”** shall have the meaning ascribed thereto in subsection 13(a) of this Agreement.
- (qq) **“Grant Field Facilities”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (rr) **“Home Major League Team ST Games”** shall have the meaning ascribed thereto in paragraph 3(a)(i) of this Agreement.
- (ss) **“Home Minor League Team Games”** shall have the meaning ascribed thereto in subsection 3(b) of this Agreement.
- (tt) **“Impermissible Relocation Event”** shall have the meaning ascribed thereto in paragraph 38(a)(i) of this Agreement.
- (uu) **“Improvements”** shall have the meaning ascribed thereto in the recitals to this Agreement.

- (vv) "**Indemnitee**" shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (ww) "**Indemnitor**" shall have the meaning ascribed thereto in subsection 29(d) of this Agreement.
- (xx) "**Initial Post-Renovation Term**" shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (yy) "**Maintenance**" means all day-to-day cleaning and general maintenance, but specifically excludes Repairs and Capital Replacement.
- (zz) "**Major League Baseball**" or "**MLB**" means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.
- (aaa) "**Major League Baseball Club**" or "**Major League Club**" means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- (bbb) "**Major League Constitution**" means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- (ccc) "**Major League Team**" shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ddd) "**Major League Team ST Program**" shall have the meaning ascribed thereto in subsection 18(b) of this Agreement.
- (eee) "**Milestone Events**" means the following milestone events (as may be further modified, supplemented or reduced by the Development Agreement):
- (i) Obtaining complete, final and unrestricted approval of the public funding sources from the City for the City Contribution, the County and the State of Florida to ensure the ultimate delivery of the necessary Project funds for the Improvements. The parties acknowledge and agree that in order to obtain the funding approval from the State of Florida, it will be necessary to submit an application to the State of Florida to be a Certified Applicant pursuant to Fla. Stat. 288.11631 and the parties shall submit such application on or before the later of (A) December 31, 2017, or (B) as soon as is reasonably practical after the date on which the County has formally agreed to make the County Contribution to the Improvements (and in any event no later than thirty (30) days after such formal agreement),

- (ii) Completing the required *Consultant Competitive Negotiation Act* procurement process required by Section 287.055 Florida Statutes (2017) to engage architects, engineers, and contractors (recognizing the Improvements may or may not include a design-build procurement) and for the City to ultimately approve the design and engineering, architectural design, plan preparation and permitting for the Improvements, in each case in a manner acceptable to both the Club and the City,
- (iii) Completing the final construction drawings necessary to undertake the Improvements and for the City to ultimately approve a guaranteed maximum price contract (GMP) with the contractor / Construction Manager at Risk, in each case in a manner acceptable to both the Club and the City, and
- (iv) Issuance of the complete, final and unrestricted Certificate of Occupancy for the Improvements (and, to the extent applicable, all other portions of the Dunedin Facilities) by the City. Substantial completion of the Improvements and/or a partial or temporary Certificate of Occupancy, as well as project closeout, would have occurred prior to the completion of this Milestone Event.
- (fff) “**Minor League Team**” shall have the meaning ascribed thereto in the recitals to this Agreement.
- (ggg) “**MLB Approval**” means, with respect to the Major League Clubs, the Commissioner of Baseball, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).
- (hhh) “**MLB Entity**” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.
- (iii) “**MLB Governing Documents**” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

- (jjj) **"MLB Rules and Regulations"** means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner of Baseball, the BOC or any other MLB Entity as in effect from time to time.
- (kkk) **"Nameable Properties"** shall have the meaning ascribed thereto in Section 0 of this Agreement.
- (lll) **"Naming Rights Revenues"** means revenues received by the Club from a third party specifically on account of the right to have its corporate name or the name of one of its products or services form part of the name of a Nameable Property, less any amounts expended by the Club in order to implement such right. For certainty, **"Naming Rights Revenues"** will not include (1) amounts loaned, contributed, advanced or paid by Pinellas County, Florida, the State of Florida, or any other governmental body or agency in connection with construction costs, design costs, maintenance, repairs, capital improvements or replacements, bond financing or other similar matters related to the Dunedin Facilities, (2) amounts generated by the Club from a third party on account of other rights or benefits made available by the Club to such third party, such as rights to utilize signage spaces, rights of association / rights to utilize trademarks or logos owned or controlled by the Club, or rights to engage in promotions or other marketing activities, or (3) any taxes or other similar amounts that the Club is required to collect in connection with Naming Rights Revenues.
- (mmm) **"New Training Center"** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (nnn) **"Ownership Committee"** means the Ownership Committee of Major League Baseball and any successor body thereto.
- (ooo) **"Permissible Relocation Event"** shall have the meaning ascribed thereto in paragraph 38(a)(ii) of this Agreement.
- (ppp) **"Person"** means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.
- (qqq) **"Preliminary Construction and Renovation Agreement"** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (rrr) **"Pre-Renovation Term"** shall have the meaning ascribed thereto in Section 1.2 of this Agreement.
- (sss) **Project** means the renovation, construction, expansion and relocation of the Dunedin Facilities, all as implemented in accordance with the Development Agreement and including, unless otherwise mutually agreed by the parties in writing, the Improvements.



- (ttt) **“Promotional Properties”** shall have the meaning ascribed thereto in subsection 17(b) of this Agreement.
- (uuu) **“Renewal Term”** shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (vvv) **“Repairs”** means all customary maintenance and operational repairs to buildings, building systems (e.g. heating / cooling, plumbing, electrical and drainage), fields, parking lots and grounds that do not constitute, or are not more appropriately addressed by way of, Capital Replacement as defined herein.
- (www) **“Restoration Standard”** shall have the meaning ascribed thereto in subsection 24(a) of this Agreement.
- (xxx) **“Shared Use Practice Fields”** means the three (3) baseball training fields located at the southern portion of the Complex Facilities and identified as fields 2a on the second illustration contained in Exhibit “B” attached to this Agreement.
- (yyy) **“Scoreboards / Videoboards”** shall have the meaning ascribed thereto in Section 19 of this Agreement.
- (zzz) **“Solon Avenue Parking Lot”** means the entrance driveway and paved parking spots located immediately north of Solon Avenue and south of the Adjacent City Building, along with the grass parking lot located immediately north of Solon Avenue and to the east of the Adjacent City Building, all of which is identified by the number 14 on the second illustration contained in Exhibit “B” attached to this Agreement.
- (aaaa) **“Special Damages”** shall have the meaning ascribed thereto in Section 33 of this Agreement.
- (bbbb) **“Spring Training Season”** means, in each calendar year of the Term, the period during which the Major League Team and other professional baseball players conduct Spring Training.
- (cccc) **“Stadium”** shall have the meaning ascribed thereto in the recitals to this Agreement.
- (dddd) **“Term”** shall have the meaning ascribed thereto in Section 2 of this Agreement.
- (eeee) **“Threshold Date”** means the last date on which all of the following events have occurred:
- (i) the parties hereto have each executed and delivered this Agreement to the other party,
  - (ii) an award of funds has been made to the City by the Florida Department of Economic Opportunity pursuant to Section 288.11631, Florida Statutes, as amended, in an amount not less than \$20,000,000 (i.e. \$1,000,000 per year for a period of 20 years),

- (iii) an award of the County Contribution (relating to a distribution of the County's Tourist Development Tax) has been made to the City by the County pursuant to an Interlocal Agreement or other similar binding instrument,
  - (iv) the parties hereto have each negotiated in good faith to finalize and have executed and delivered the Development Agreement to the other party, and
  - (v) the Milestone Events described and defined in subsection 1(eee) of this Agreement have been satisfied, and
  - (vi) the parties have received all necessary MLB Approvals.
- (ffff) "Total Games Requirement" shall have the meaning ascribed thereto in paragraph 3(a)(i) this Agreement.
- (gggg) "Term" shall have the meaning described in Section 2 of this Agreement.
- (hhhh) "Vanech Site" shall have the meaning ascribed thereto in the recitals to this Agreement.

**1.1 TERMINATION OF EXISTING AGREEMENTS AND SUPERCEDING EFFECT.**  
 The Parties hereby confirm that, as of the Effective Date:

- (a) the Existing Agreements are terminated and of no further force and effect, and
- (b) this Agreement supercedes and replaces the 2017 License Agreement in its entirety.

**1.2 THRESHOLD DATE.**

- (a) Impact of Threshold Date. It is the shared intention of the parties to achieve the earliest Threshold Date that is reasonably possible in all of the circumstances. As of the Effective Date, the parties goal is to achieve a Threshold Date of February 15, 2020, or earlier.
- (b) Agreement Terms Applicable Between the Effective Date and the Threshold Date. The parties hereby acknowledge and agree that from the Effective Date until one of paragraph (i) or (ii), as applicable, takes effect (the "Pre-Renovation Term"), they will be bound exclusively by the terms and conditions contained in Sections 36, 39 and 40 of this Agreement, paragraph 27(a)(v) of this Agreement (only if and as applicable), and those terms and conditions contained in Exhibit "D" to this Agreement, and none of the other terms and conditions of this Agreement, nor any of the other Exhibits to this Agreement, will have any effect or application.
  - (i) In the event that all of the conditions set out in subsection 1(eeee) have not been satisfied by February 15, 2021, or such later date as provided as may be mutually agreed to in writing by the City and the Club, then this Agreement shall automatically terminate.

- (ii) In the event that all of the conditions set out in subsection 1(eeee) have been satisfied by February 15, 2021, or such later date as provided as may be mutually agreed to in writing by the City and the Club, then such date will constitute the Threshold Date and Exhibit “D” will be deemed to be of no further force or effect and the Parties will be bound exclusively by the terms and conditions set out below and in the other Exhibits to this Agreement.

2. **TERM.** Subject to Section 1.2, above (which specifies the operative provisions during the Pre-Renovation Term and the establishment of the Threshold Date, if any), the initial term of this Agreement will be twenty five (25) years commencing on the Threshold Date and ending on December 31 of the year in which occurs the twenty-fifth (25<sup>th</sup>) anniversary of the Threshold Date (the “**Initial Post-Renovation Term**”). The Club shall have the option to extend the Agreement for up to five (5) additional two (2) year periods (each, a “**Renewal Term**”) by giving written notice to the City not later than October 1 in the last calendar year of the Initial Post-Renovation Term or the then-current Renewal Term, if applicable. Any such notices shall be sent to the City in accordance Section 39 of the Agreement. The Initial Post-Renovation Term and the Renewal Term(s), if any, hereunder are collectively referred to herein as the “**Term**”.

### 3. **CLUB ACTIVITIES AT THE FACILITIES.**

#### (a) Major League Team.

- (i) The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, for each Spring Training Season during the Term. Subject to the MLB Rules and Regulations, the Club agrees to cause the Major League Team to play no less than an average of fifteen (15) games at the Dunedin Facilities per Spring Training Season occurring during the Initial Post-Renovation Term (of which at least fourteen (14) will be against other Major League Clubs), for a total of three hundred and seventy five (375) games over the Initial Post-Renovation Term (the “**Total Games Requirement**”). For certainty, games played by the Major League Team against the Canadian national team and games against World Baseball Classic teams will count towards the Total Games Requirement. Games that are cancelled due to inclement weather will be counted as games played relative to the Total Games Requirement, if the appropriate officials have formally cancelled the games citing such inclement weather. Those home games played by the Major League Team hereunder during Spring Training (the “**Home Major League Team ST Games**”) will be played at the Grant Field Facilities.

- (ii) In the event that the number of games to be played at the Dunedin Facilities is reduced pursuant to the MLB Rules and Regulations, the parties will consult with each other and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Agreement as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder.

- (iii) In the event that, upon the expiry of the Initial Post-Renovation Term, the Club has not met the Total Games Requirement, then the Initial Post-Renovation Term will be deemed extended for one (1) additional year and, upon the conclusion of the Spring Training Season

occurring during such additional year, the Club will be deemed to have met the Total Games Requirement. Provided the Club makes reasonable efforts to meet the Total Games Requirement, during the Term, the Major League Team shall be allowed to play Spring Training and exhibition games in which it is designated as the “home” team at sites other than the Dunedin Facilities.

- (b) **Minor League Team.** During each calendar year of the Term in which the Club engages in Spring Training of the Major League Team at the Dunedin Facilities, the Club shall also engage in home games of the Minor League Team played as part of the Florida State League regular season at the Grant Field Facilities (the “**Home Minor League Team Games**”). The City shall ensure that Dunedin Facilities are available for such uses.
- (c) **Additional Uses by the Club.** The Club shall be entitled to operate, host, conduct or authorize any or all of the following at the Dunedin Facilities (collectively the “**Additional Club Activities**”):
  - (i) specialty camps and programs for baseball players, whether such players are members of the Club’s Major League Team, Minor League Team or any other team affiliated with the Major League Team and regardless of the time of year during which such camps and programs take place;
  - (ii) rehabilitation programs for baseball players;
  - (iii) “Fantasy Camps” and other similar programs operated for members of the public, corporate partners or others;
  - (iv) games of minor league baseball teams other than the Minor League Team (e.g. Gulf Coast League games);
  - (v) concerts, theatrical performances and any other event intended for general entertainment purposes;
  - (vi) audio / visual shoots; and
  - (vii) such other camps, programs, endeavors, activities and uses as may be determined by the Club from time to time, provided same are not in direct conflict with any specific provision of this Agreement.

#### 4. CLUB-CONTROLLED AREAS.

- (a) The Club shall have the exclusive use of the following portions of the Dunedin Facilities (collectively, the “**Club-Controlled Areas**”):
  - (i) At the Grant Field Facilities: the home clubhouse (including locker rooms, training areas, coaches areas, laundry areas, weight rooms and other adjacent spaces); the visiting clubhouse; all change-rooms; all office spaces and adjacent areas (e.g. balconies, elevators,

server rooms, stairwells, waiting areas), the Concession Facilities; all retail shop locations and related storage areas, all pitching mounds and batting cages / tunnels; all grounds crew and maintenance spaces; all box office buildings and locations; and the private / reserved parking lots; and

- (ii) At the Complex Facilities: the New Training Center; all parking lots excepting the Solon Avenue Parking Lot, all full and half baseball fields other than the Shared Use Practice Fields; all agility fields (covered and uncovered); all batting cages / tunnels; all gang mounds; all grounds crew and maintenance spaces, and the viewing tower / concession building;

and such other spaces, areas and facilities as otherwise may be specifically identified by the parties in the Development Agreement.

The City shall not use or permit use of any of the Club-Controlled Areas without the prior written consent of the Club, which consent may be withheld in the Club's sole and absolute discretion. Without limiting the Club's rights in connection with the Club-Controlled Areas and other portions of the Dunedin Facilities, as of the date hereof, the Club intends to continue its past practice of permitting members of the public to enter upon portions of the Complex Facilities in order to view Spring Training and other Club activities taking place thereon.

- (b) From time to time during the Term, and in accordance with the following, the City may, on occasion, be permitted to use a boardroom or similar meeting space within the Club-Controlled Areas at the Stadium for the purpose of one or more meetings, events or similar uses by public officials or City personnel for conducting official City business (each, a "City Meeting"). No City Meeting will be permitted during any Spring Training Season, or outside of normal business hours, and the Club will not have any obligation to permit any specific minimum number of City Meetings. At all times, the Club's operations within the Club-Controlled Areas shall take precedence over any requested City Meeting. Subject to the foregoing, the Club agrees to consider any City requests to schedule a City Meeting as are submitted in writing to the Club's Director, Florida Operations, or such other person designated by the Club from time to time, and to advise the City of whether any particular request is approved or denied. The City may schedule up to seven (7) City Meetings in any calendar year.

#### **5. CITY RESPONSIBILITIES IN CONNECTION WITH ADJACENT CITY BUILDING AND ASSOCIATED PARKING.**

- (a) The Adjacent City Building is not part of the Complex Facilities licensed to the Club pursuant to this Agreement and the City shall have sole control and responsibility for the Adjacent City Building, including, but not limited to, all maintenance, repairs, capital replacement and third party liabilities connected to same.
- (b) The City will have the right to use the Solon Avenue Parking Lot for the purpose of vehicle and pedestrian access to the Adjacent City Building and parking by City staff and visitors to the Adjacent City Building. The City accepts the Solon Avenue Parking Lot on an "as is where is" basis in all such cases and shall not require any action regarding maintenance or

improvements on the part of the Club in connection with the Solon Avenue Parking Lot.

- (c) The City hereby waives any and all rights whether now existing or arising in the future to make any claims of any kind against the Club or any of the Club Group in connection with any loss of or damage to person or property that is in any way caused or contributed to by the playing of or practicing of baseball on or in the Complex Facilities. By way of illustration and not limitation, the Club shall not be responsible for any damage to the Adjacent City Building or to City vehicles parked in the aforementioned parking lot or injury to any individuals using the lot, in each case that may result from baseballs or other activities taking place at the Complex Facilities. Further, notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with the Adjacent City Building and activities occurring in connection therewith, as well as any use of the Solon Avenue Parking Lot by City staff and visitors, including but not limited to, the acts or omissions of such person and any legal proceedings brought by such persons (for example, legal proceedings claiming a right to compensation for injury or damage caused to visitors or their vehicles by baseballs originating from the Complex Facilities).

#### **6. PRIORITIZATION OF USE.**

- (a) Club Priority. During the Term of this Agreement, and notwithstanding any contrary provision of this Agreement, the Club shall have ultimate scheduling priority at the Dunedin Facilities with respect to:
- (i) all Spring Training games to be played by the Major League Team,
  - (ii) all other Club-related activities occurring during the Spring Training Season, and
  - (iii) any activities or events scheduled by the Club prior to receiving a request from the City for a conflicting date or use.
- (b) Use of Dunedin Facilities by Other Organizations. Excepting only City Events as described in subsection 7(a) hereof and use of the Shared Use Practice Fields pursuant to Section 8, the Club shall have sole authority, specifically including scheduling and administration over use of the Dunedin Facilities by Third Party Organizations, whether for baseball purposes and purposes related thereto, or for such other purposes as may be approved by the Club. The Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments (including, but not limited to, costs of the Club's maintenance and overhead) for Third Party Organizations as it shall deem to be appropriate under the circumstances. Without limiting the Club's rights and discretion pursuant to the foregoing, the Club will make reasonable efforts to continue to coordinate annually with one or both of Dunedin High School and/or the Pinellas County School Board to try and accommodate games and/or practices for the Dunedin High School varsity baseball team at the Dunedin Facilities, to the extent it can do so on terms acceptable to the Club and without hampering or detracting from the activities described in subsection 6(a) or harming the

condition of the baseball fields used for the Club's activities.

## 7. CITY EVENTS.

- (a) **General.** Subject to subsection 6(a) of this Agreement, the Dunedin Facilities, with the exception of the Restricted Club Areas, will be made reasonably available to the City for public recreational events and other uses, specifically including multi-day public uses and recreational events.
- (b) **Scheduling.** In order to schedule an event hereunder, the City shall provide the Club, in writing, with the maximum amount of advance notice of the type of event it proposes to schedule, the date(s) and time(s) for the event, the specific portions of the Dunedin Facilities needed for the event, along with all other pertinent details (including, but not limited to, the anticipated number of attendees, whether the event will be ticketed, and the specific activities anticipated to form part of the event). No event will be considered scheduled until the event and the related details are confirmed in writing by the Club's Director, Florida operations or such other individual designated by the Club from time to time. Such Club confirmation may be delivered by email. Upon confirmation in accordance with the foregoing, the event will be deemed to be a "City Event" for the purposes of this Agreement. An example of a City Event that has taken place in the past is the City's Holiday Christmas Parade.
- (c) **Responsibility.** As between the parties, the City shall have sole and exclusive responsibility for all aspects of each scheduled City Event. Without limiting the generality of the foregoing, unless otherwise specifically agreed by the Club in writing, the City shall be solely and exclusively responsible for:
- (i) any and all costs, expenses and liabilities associated with each City Event,
  - (ii) furnishing any and all personnel, equipment and supplies needed for each City Event,
  - (iii) managing all administration, communications and public relations in connection with each City Event; and
  - (iv) ensuring adequate security and access controls for each City Event.
- (d) **Post-Event Cleaning and Return of Dunedin Facilities.** Upon the conclusion of each City Event (or, in the case of any multi-day City Event, upon the conclusion of each day of the City Event), the City shall arrange and pay for cleaning of all of those portions of the Dunedin Facilities that were made available to it for the City Event, whether or not all of those portions were in fact utilized. Upon the conclusion of each City Event, the City shall remove all equipment and any other materials, if any, that were brought into the Dunedin Facilities in connection with such City Event and leave the Dunedin Facilities in as good condition as they were in immediately prior to the City, or anyone acting on its behalf, first entering the Dunedin Facilities in connection with the City Event.
- (e) **Reimbursement of Club Expenses.** City shall reimburse the Club for any and all expenses it

incurs in connection with each City Event, including, but not limited to, any expenses in relation to utilities, supplies and personnel supplied by the Club. During the scheduling process described in subsection 7(b), above, the Club shall provide the City with an estimate of the costs it anticipates incurring in connection with the particular event (based on the details provided by the City), provided that such estimate shall not limit the City's obligation to reimburse the actual expenses hereunder. Within a reasonable period of time following each City Event, the Club shall provide the City with an invoice for its expenses, if any the City shall pay each such invoice within thirty (30) days of receipt.

- (f) **City Event Indemnity.** Notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs, which are caused by, contributed to or in any way associated with any City Event, including but not limited to, the acts or omissions of persons attending any City Event and any legal proceedings brought by persons attending any City Event.

## **8. CITY CONTROL OF SHARED USE PRACTICE FIELDS.**

- (a) **City Control Period.** During each calendar year of the Term in respect of which the City exercises its option pursuant to subsection 8(b), and subject to the remainder of this Section 8 and the other provisions of this Agreement, the City shall be entitled to the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot during the period that commences on the day that is one (1) week following the later of the final day of Major League Spring Training and Minor League Spring Training and that ends on November 10 of the same calendar year (the "City Control Period").
- (b) **City Option.** In order to establish the City Control Period in any calendar year of the Term, the City shall be required to provide affirmative written notice of its election to avail itself of the exclusive use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and such notice must be delivered to the Club between October 1 and December 1 of the immediately preceding calendar year. By way of illustration, if the City wishes to establish the City Control Period during the 2025 calendar year, it shall be required to provide affirmative written notice of its desire to do so, delivered to the Club between October 1 and December 1, 2024. Should the City fail to provide such notice, then there shall be no City Control Period during the applicable calendar year, and the provisions of this Section 8 will not apply in respect of such calendar year (i.e. all fields shall remain under Club control). City Events described in Section 7 of this Agreement may still take place at the Dunedin Facilities under Club Control.
- (c) **City Management and Oversight.** During the City Control Period, and except as otherwise indicated below, the Shared Use Practice Fields and the Solon Avenue Parking Lot shall, as between the parties, be treated in the same manner as any other parkland or public recreation facility owned or managed by the City and the City shall be solely responsible to manage and oversee the Shared Use Practice Fields, the Solon Avenue Parking Lot, and their use during the City Control Period. The City shall be entitled, acting legally and reasonably and in good faith at all times:



- (i) to create and enforce policies applicable to public use of the Shared Use Practice Fields and the Solon Avenue Parking Lot, and
- (ii) to grant the use of the Shared Use Practice Fields and the Solon Avenue Parking Lot to persons and organizations other than the City (collectively, “**Third Party Organizations**”), and to require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments for Third Party Organizations as it shall deem to be appropriate under the circumstances. For certainty, it is the intention of the parties that, during any calendar year in connection with which the City has exercised its option pursuant to subsection 8(b), above (i.e. a calendar year in which there is a City Control Period), any and all uses of the Shared Use Practice fields by Dunedin Little League or Dunedin High School will be managed by the City hereunder.

For certainty, the City (x) shall be permitted to charge use fees or payments in connection with the Shared Use Practice Fields but not the Solon Avenue Parking Lot, (y) shall not use its oversight and control of the Shared Use Practice Fields or the Solon Avenue Parking Lot for any barter or exchange for the use of facilities controlled by another organization, and (z) shall not engage in or permit any activities on the Shared Use Practice Fields or the Solon Avenue Parking Lot that are competitive with or that have the potential to undermine or negatively impact any of the Club’s operations or activities.

- (d) Ensuring Activities Not Likely to Cause Damage. The City acknowledges and agrees that, notwithstanding its rights hereunder, the primary purpose of the Shared Use Practice Fields is their use by the Major League Team, the Minor League Team and other professional baseball players during Spring Training and the City shall not engage or permit any other person or entity to engage in any behavior or activity that is likely to cause any type of damage to any part of the Shared Use Practice Fields or any adjacent portions of the Dunedin Facilities. By way of illustration and not limitation, (i) the City shall not permit the Shared Use Practice Fields to be used for softball, (ii) the City shall ensure that when bases are placed on the Shared Use Practice Fields they are placed at the correct locations, using standard measurements for baseball (i.e. bases 90 feet apart), and (iii) the City shall not mark lines on the Shared Use Practice Fields or use any products or tools on the Shared Use Practice Fields unless it has discussed same with the Club and received the Club’s approval in advance. In connection with its responsibilities hereunder, the City shall ensure that all uses of the Shared Practice Fields during the City Control Period are supervised by the City.
- (e) City Responsible. Subject only to the following subsection, the City shall be solely, directly and exclusively responsible for any and all expenses associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, throughout the City Control Period and in connection with same. Further, and notwithstanding anything else in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend and hold the Club and the other members of the Club Group harmless from and against any and all Costs which may be caused by, contributed to or in any way associated with the Shared Use Practice Fields and the Solon Avenue Parking Lot, their use during the City Control Period or their administration and oversight by the City, including, but not limited to, any action or other legal

proceeding brought by any user of the Shared Use Practice Fields or the Solon Avenue Parking Lot in connection with any time period that falls within the City Control Period, regardless of the basis of such action or other legal proceeding.

- (f) **Base Field Maintenance Activities.** Throughout the City Control Period, the Club shall continue to be solely responsible for the Maintenance and Repair of the Shared Use Practice Fields and shall engage in regular day-to-day watering and other similar day-to-day upkeep of same (which does not include painting lines or supplying bases or other similar items). For certainty, the Club shall be responsible to engage only in those day-to-day activities required to maintain the Shared Use Practice Fields to a reasonable standard for public baseball fields (the “**Base Field Maintenance Activities**”) and not to a Major League standard or other similar standard during the City Control Period.
  
- (g) **Base Field Maintenance Costs.**
  - (i) The Club will not charge the City any amounts for the following supplies and consumables utilized in connection with the Base Field Maintenance Activities: water and irrigation (not including replacement of irrigation equipment due to damage during the City Control Period), pesticides, fertilizer, paint for outfield lines. In addition, the Club agrees not to charge the City any amounts on account of personnel or equipment costs incurred by the Club in connection with day-to-day basic cutting of grass at the Shared Use Practice Fields.
  
  - (ii) Subject to the preceding paragraph, the Club will be permitted to charge the City for costs incurred by the Club on account of personnel and materials involved in cleaning up, maintaining and repairing the Shared Use Practice fields during the City Control Period. By way of illustration and not limitation, the Club will be permitted to charge the City for labor and material costs incurred in connection with blowing clay off the grass, raking clay areas, cleaning of dugouts and fields and repairing any damage to the Shared Use Practice Fields. Where the Club is seeking payment in connection with the foregoing, it will send the City an invoice for same and the City will pay all such invoices within thirty (30) days of receipt.
  
- (h) **Utilities Expenses.** The City shall reimburse the Club for all electricity and other utilities expenses incurred by it in relation to the Shared Use Practice Fields during the City Control Period. The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.
  
- (i) **Reimbursement of Additional Club Costs.** In the event that, in order to maintain or repair the fields to the appropriate standards for use by professional baseball players at the conclusion of the City Control Period, the Club undertakes any Maintenance and Repair in excess of the Base Field Maintenance Activities or incurs expenses that would have been reimbursable pursuant to paragraph 8(g)(ii) but were not previously reimbursed, then the City shall reimburse the Club for the expenses incurred by it (in connection with materials, utilities, personnel and equipment). The Club shall be entitled to invoice the City for the aforementioned expenses and the City shall pay all such invoices within thirty (30) days of receipt.

**9. PRIVATE AND PUBLIC USES.** The parties will use reasonable efforts to agree on the shared control and use of the Dunedin Facilities for the entire Term of this Agreement in a manner that will result in the lowest Ad Valorem Tax impact that can be achieved (should such tax be levied against all or part of the Dunedin Facilities), and except as is specifically otherwise provided herein, the Club shall not have the complete exclusive use of any of the Dunedin Facilities (notwithstanding the choice of terminology) and they shall be allocated between a public and a private use in a manner that assures that the taxability of the Dunedin Facilities for Ad Valorem Tax purposes and other applicable taxes, if any, will be at the lowest possible level of property taxes of any kind arising from the use of said Dunedin Facilities by the Club.

**10. OPERATIONAL PERSONNEL.**

- (a) Operational Personnel Provided by the Club. The Club will provide all personnel it determines to be necessary for the conduct of its operations at the Dunedin Facilities for all home Spring Training games played by the Major League Team, all home games played by the Minor League Team, and, save for use by or at the request of the City, all other personnel required for its use and occupancy of the Dunedin Facilities. Without limiting the foregoing, the Club will be responsible to provide personnel for ticket-selling and ushering for all Major League Team Spring Training games, ticket-selling and ushering for all Minor League Team games, and cleaning of Club-Controlled Areas.
  
- (b) Public Events: The City will be solely responsible for all operational, maintenance, security and other personnel and costs of any kind for City Events and any other events scheduled by or through the City at the Dunedin Facilities. Subject only to the preceding sentence, the City shall not be required to provide any operational, maintenance or security personnel at the Dunedin Facilities.

**11. MAINTENANCE.**

- (a) General. Except as otherwise indicated in this Section 11, Club shall be responsible to arrange and pay for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, for greater certainty, Maintenance and Repairs of: (1) Club-Controlled Areas; (2) Scoreboards / Videoboards; (3) public washrooms; (4) elevators and ADA lifts; (5) parking lots (including resurfacing and striping); (6) Stadium seating (including seat backs, bottoms and framing); (7) fencing; (8) protective netting; (9) ornamental landscaping; (10) painted surfaces; (11) irrigation systems; (12) roofs; (13) drainage and utility lines; (14) light standards; and (15) lighting facilities (including bulb replacement and aiming of field lights in accordance with MLB standards). Upon the end of the Term and returning to exclusive possession of the City, the Club shall return the Dunedin Facilities in substantially the same condition as they were at the commencement of the Term, save and except for any City required Maintenance and Repairs, any permitted modifications to the Dunedin Facilities and reasonable wear and tear.
  
- (b) Exceptions.
  - (i) Where Maintenance and Repairs to the Dunedin Facilities are the result of or related to (1)

City Events, or any public use of the Dunedin Facilities by or through the City or at the City's request, (2) the existence, operation or use of the Adjacent City Building, (3) the use of the Solon Avenue Parking Lot by the City and its guests, or (4) the Shared Use Practice Fields, the Solon Avenue Parking Lot and/or the use of same during the City Control Period, the Club shall undertake the necessary Maintenance and Repairs and the City shall promptly reimburse the Club's costs in respect of same.

(ii) Maintenance and Repairs necessitated by a Casualty Event will be addressed in accordance with Section 24 of this Agreement.

(c) Playing Fields Maintenance. Subject to the following, the Club shall be solely responsible for Maintenance and Repair of all playing fields at the Dunedin Facilities, and during those periods when in use by the Major League Team, the Minor League Team or other professional baseball players, the Club shall maintain all such playing fields to a standard similar to Major League playing facilities. When any other person or organization desires to use the playing fields for any purpose, the Club shall have the sole and exclusive right to oversee such use and to require modifications to such use if necessary to preserve the condition of the fields for use by professional baseball players and/or to charge fees and expenses to such user(s) in order to compensate the Club for its Maintenance and Repair costs. Excepting City use of playing fields pursuant to Section 8, which shall be addressed in accordance with that Section, where the use of the playing fields is by the City or at the City's request, the City shall reimburse the Club all of its Maintenance and Repair expenses incurred (in connection with materials, utilities, personnel and equipment) in order to maintain or repair the fields to the appropriate standards for use by professional baseball players.

(d) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Agreement, shall be to a standard that they are in good operating condition and shall be cared for in a manner reasonably calculated to preserve and extend their useful life.

(e) Maintenance Personnel. The Club shall ensure that it employs or contracts for an appropriate number of full and part-time personnel for the purpose of the Maintenance responsibilities set forth herein. When acting on the Club's behalf, such persons shall not be deemed to be the agents or employees of the City in any manner whatsoever.

## 12. TICKET SALES AND REVENUE.

(a) Ticket Prices and Charges. The Club shall have the sole right and responsibility to set ticket prices and other admission charges, as well as any associated service, delivery, processing and other charges (collectively, the "Admission Fees") in connection with all Club Activities.

(b) Ticketing Operations. The Club shall have the sole right and responsibility to manage all ticketing operations (including but not limited to personnel, and the selection of any software or third party service providers) in connection with all Club Activities.

(c) Right to Collect and Retain Revenues. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities

(d) Capital Replacement Surcharge. Notwithstanding the foregoing, the Club hereby agrees to impose a surcharge in the amount of Two Dollars in United States currency (USD \$2.00) (inclusive of all applicable taxes) (the “**Capital Replacement Surcharge**”) on the first (i.e. the “primary”) sale of each admission ticket to a Major League Team Game played at the Grant Field Facilities during the Term, exclusive only of complimentary tickets issued by the Club. For certainty, the Club shall have the sole discretion to modify the amount of the Capital Replacement Surcharge provided that it does not reduce it below the aforementioned amount. The Capital Replacement Surcharge will be shown on each such ticket and added to the ticket price and paid directly by ticket purchasers. Within sixty (60) days following the conclusion of each Spring Training Season during the Term, the Club shall remit to the City the aggregate of all Capital Replacement Surcharges collected during such Spring Training Season, less any taxes paid in connection with same. However, the Capital Improvement Surcharge shall not include any amounts collected in connection with refunded tickets. The City shall immediately deposit all amounts received hereunder into the Capital Replacement Fund maintained by the City in accordance with Section 33 of this Agreement.

### 13. FOOD AND BEVERAGE CONCESSIONS.

(a) Food and Beverage Concessions. The Club shall have the exclusive right and responsibility to oversee, manage and operate all food and beverage preparation, sales and distribution at and from the Dunedin Facilities, specifically including utilizing the Concessions Facilities and the Concessions Equipment (collectively, the “**Food and Beverage Concessions**”). The Club shall be solely entitled to collect and retain all revenues generated from the Food and Beverage Concessions. Without limiting the foregoing, the Club shall be entitled to exclusively operate the Food and Beverage Concessions during Home Major League Team ST Games and Home Minor League Team Games. The Club shall have the exclusive right to use the Concessions Equipment that exists as of the Threshold Date, and the Club shall be solely responsible for any maintenance, repair or replacement of same during the Term (for certainty, the Club shall be permitted to require a Food and Beverage Concessionaire (defined below) or other third party to provide and pay for some or all of such repair, maintenance or replacement). Further, any additions or modification to Concession Equipment during the Term will be at the Club’s sole expense, unless otherwise agreed by the City or paid for by the Food and Beverage Concessionaire or other third party. The Club will also have the sole right and responsibility for all food and beverage matters within the Club-Controlled Areas and for the maintenance, repair and, when determined by the Club to be necessary, replacement of cooking and other kitchen equipment.

(b) Third Party Concessionaire. The Club shall have the right to contract with one or more third parties in order to manage any of the aforementioned rights and responsibilities on its behalf (the “**Food and Beverage Concessionaire**”).

(c) Local Foods and Beverages. The Club shall endeavor to achieve the City’s public policy to incorporate local ingredients, products and/or vendors into the food and beverage service at the Stadium during Home Major League Team ST Games. By way of illustration, the Club may seek to include locally-brewed beers in the selection of beers made available for purchase

or the Club may seek to include locally sourced fish and/or other food products and ingredients. The Club agrees that, during each Spring Training Season, it shall stock and sell (or have its Food and Beverage Concessionaire) stock and sell at least one (1) food or beverage product that is produced or manufactured locally or produced or manufactured by a person or entity that is commonly recognized as being local. In cooperation of the Club's efforts described above, the City agrees to assist the Club in negotiating preferred pricing, delivery, insurance and other arrangements in connection with local ingredients, products and vendors. In the event that the Club and/or the Food and Beverage Concessionaire establishes an annual process to review and consider food and beverage selection at the Dunedin Facilities, the Club shall make reasonable efforts to include the City in such process or to obtain input from the City in connection with same. The concepts set forth herein shall be pursued in good faith but shall not create an event of a default under this Agreement and shall not limit the Club's rights and obligations to any third parties, specifically including the Food and Beverage Concessionaire.

- (d) Alterations to Concession Facilities. The Club shall not make any material structural alterations or improvements to the Concession Facilities without providing prior written notification to the City and seeking the City's prior consent, which consent will not be unreasonably withheld. Any alterations or improvements shall be done in a commercially reasonable and workmanlike manner that are complimentary to the Project design as set forth in the Development Agreement.
- (e) Food and Beverages at City Events. In the event that the City desires to offer food and/or beverages at any approved City Event, the City shall notify the Club in writing of such desire a minimum of forty five (45) days in advance of the applicable City Event date. Upon receipt of such notice, the Club and/or the Food and Beverage Concessionaire (as applicable) shall consider the City's request. If the Club and/or the Food and Beverage Concessionaire (as applicable), is agreeable to provide food and beverage service at the applicable City Event, a written response regarding said service, along with any terms and conditions that may apply shall be provided to the City. Upon receiving any such written response, the City shall promptly notify the Club confirming its intentions to proceed with or decline the service and proposed terms and conditions. In the event that the Club and/or the Food and Beverage Concessionaire (as applicable) decline to provide food and beverage service at the applicable City Event, or if the City declines service offered in accordance with the foregoing, then the Concession Facilities shall not be in use at the applicable City Event.
- (f) City Cooperation. During the Term of this Agreement, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages (and any other food or beverage items that require a license) during Home Major League Team ST Games, Home Minor League Team Games and Club Activities. Throughout the Term, the Club, either directly or through a Food and Beverage Concessionaire contracted for the purpose of and beverage sales, shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities. In the event that the City sells alcoholic beverages within the Dunedin Facilities during City events, the City will be responsible for obtaining the necessary license for the same or utilizing the Food and Beverage Concessionaire if the sale of alcoholic beverages is an exclusive right in the Food and Beverage Concessionaire agreement. The Club

shall communicate with the City regarding any such terms that may be included in the Food and Beverage Concessionaire agreement. In the event that the Food and Beverage Concessionaire declines to provide service of alcoholic beverages for any City Event and the City desires to do so itself, the Club will make reasonable efforts to cause the Food and Beverage Concessionaire to place its liquor license in escrow or take other reasonable steps as may be necessary to permit the City to obtain its own liquor license (provided that if any out-of-pocket costs are incurred in doing so, the City shall be responsible to reimburse same).

#### **14. OTHER CONCESSIONS AND MERCHANDISE.**

- (a) Club Control. Subject only to the following subsection, the Club shall have the sole right and responsibility to control the sale of all merchandise, novelties, program and other items at the Dunedin Facilities and shall have the exclusive control of all spaces and equipment utilized for the foregoing. The Club shall be free to contract with a third party to operate any or all of the foregoing on terms and conditions approved by the Club in its sole and absolute discretion. The Club shall have the sole right and responsibility to collect and retain all revenues from the foregoing activities.
- (b) Merchandise at City Events. Subject to the other provisions of this Agreement related to City Events, the City shall, during City Events taking place at the Dunedin Facilities, be permitted to distribute and/or sell a reasonable amount of event-related clothing items and other similar event-related merchandise and to collect and retain all revenues therefrom. The City will be solely responsible for all costs and expenses associated with the foregoing. For certainty, event-related merchandise specifically excludes any merchandise that relates to baseball in any way and any merchandise that bears any intellectual property owned or controlled by the Club or Major League Baseball, including but not limited to merchandise that bears any names, logos, and/or fonts related to the Major League Team or the Minor League Team or that bears the name or likeness of the Stadium.

**15. PARKING.** Except as otherwise specified in this Agreement, the Club shall have the sole right and responsibility to control all vehicle parking at the Dunedin Facilities and to collect and retain all revenues generated from same. Notwithstanding the foregoing and unless otherwise mutually agreed, for City Events held at the Dunedin Facilities, the City shall have the right to control the public parking areas (i.e. those parking lots not included in the Club-Controlled Areas). Either party will be entitled to establish off-site parking for Home Major League Team ST Games or Home Minor League Team Games. In the event that a party does so, such party will be entitled to collect and retain any revenues generated from the off-site parking it establishes and will be responsible for any expenses associated with same, including shuttle transportation services, if any. The parties hereby agree to communicate proactively and in good faith regarding the establishment of any off-site parking.

**16. BROADCAST RIGHTS AND REVENUE.** The Club shall have all of the radio, television, internet, wireless and other broadcast and distribution rights, whether now known or hereafter invented, in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing.

## 17. ADVERTISING, MARKETING AND SPONSORSHIP.

- (a) **Club Rights.** The Club shall have all advertising, sponsorship, marketing and related rights in connection with the Major League Team, the Minor League Team and all Club Activities, and the Club shall be solely entitled to collect and retain all revenues associated with the foregoing and those otherwise generated from the Club's activities at the Dunedin Facilities. By way of illustration and not limitation, the Club shall be solely entitled to collect and retain all revenues generated by fence signs, Scoreboards / Videoboards, signboards, billboards, pamphlets, cards and programs; and from the sale or rental of Club and other merchandise, novelties and seat cushions. The Club shall be entitled to all revenue arising from or incidental to the operation of all Club Activities not otherwise expressly dealt with under the terms of this Agreement.
- (b) **Promotional Properties to be Provided by the Club to the City.** Unless otherwise mutually agreed by the parties in writing, during each Major League Team Home ST Game played at Dunedin Stadium during the Term, the Club shall provide the City with access to the following promotional assets, which shall be used by the City for the sole purpose of promoting the City as a tourist destination:
- (i) **Main Video Display Messaging.** One (1) thirty (30) second audio / visual spot on the Stadium's main video display. The foregoing spot will run during the pre-game period, and
- (ii) **Outfield Wall Sign.** One (1) static "single outfield billboard" (approximate dimensions of at least four feet (4') high by eight feet (8') wide) on Dunedin Stadium's outfield wall in fair territory. The Club shall have the right to place a border or frame around all edges of the foregoing sign, which border or frame may obscure portions of such sign's edges. Final signage location is in the discretion of the Club.

The Club will have the right to pre-approve creative, artwork and commercial content in respect of all signage, audio and video display properties located on or within Dunedin Stadium and all other promotional properties that the City has been granted the right to utilize pursuant to this Agreement (collectively, the "Promotional Properties"). All creative, production and installation costs of the Promotional Properties, including but not limited to any replacement costs for signage and any costs to format moving video, sound and/or commercial spots, if any, for display on the applicable Stadium video boards and/or monitors, will be the sole responsibility of the City. The Club will make reasonable commercial efforts, subject to its right to modify the physical layout of Dunedin Stadium, its technology and fixtures (including signage display spaces and video boards and monitors), as well as its right to change its technology and third party service providers (which may impact specific rights and assets available to the Club), to provide the City with the Promotional Properties specified above. In the event that the Club is unable to deliver one or more of these items as specified, this will not constitute a breach of the Agreement, and the parties will mutually agree, acting reasonably, on an acceptable replacement, of reasonably similar value and/or exposure, for such undelivered Promotional Properties.



(c) Promotional Properties and Signage to be Provided by the City. Unless otherwise mutually agreed by the parties in writing or the City is unable to deliver on the following commitments despite the exercise of appropriate diligence and reasonable commercial efforts, in each calendar year of the Term the City shall be responsible to provide the following signage spaces and other items for the benefit of the Club:

(i) *Street Light-Affixed Banners for the Promotion of Home Major League ST Games.* Throughout the months of February and March of each calendar year, the Club shall have the exclusive use of banner display spaces on at least fifty five (55) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,

(ii) *Street Light-Affixed Banners for the Promotion of Home Minor League Games.* Throughout the month of April of each calendar year, the Club shall have the exclusive use of banner display spaces on at least thirty (30) light poles on Main Street and Douglas Avenue in Dunedin. The approximate size of the banner that will be displayed in each of the foregoing spaces is approximately thirty five and one half inches (35.5”) in height by eighteen inches (18”) in width. The Club shall be solely responsible for the creative design of the banners to be displayed in the foregoing spaces and for the production costs of same. The City shall be solely responsible for the installation and removal of the banners, at the City’s expense,

(iii) *“Spring Training Home of the Toronto Blue Jays” City Signage.* The City will ensure that prominent signage continues to be displayed on or adjacent to all of the main roadways into the City indicating that the City is the *“Spring Training Home of the Toronto Blue Jays”*. The City shall bear all of the costs of such signage and the Club shall have the right to approve and/or request changes to same from time to time (e.g. to ensure that the Club’s intellectual property is appropriately represented), and

(iv) *Directional and Street Signs.* The City will ensure that there is ample street signage and directional signage located throughout the City that directs persons to the location of Dunedin Stadium. For certainty, the City will be solely responsible for the costs of such signage and shall ensure that it always contains the then-current name of the facility.

## 18. PROGRAMS AND OTHER PUBLICATIONS.

(a) The Club shall have the sole right to produce, sell and distribute programs and other publications at all Home Major League Team ST Games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. For clarity, the Club shall have the discretion to retain one or more third parties in order to exercise some or all of its rights hereunder and, further, the Club shall have the discretion not to produce a program.

- (b) In any Spring Training Season during the Initial Post-Renovation Term in which the Club in fact produces (or retains a third party to produce) a program to be sold at Home Major League Team ST Games (each, a “Major League Team ST Program”), the Club shall provide to the City two (2) pages of complimentary space in each program. Unless otherwise agreed by the Club in its sole discretion, the City will be permitted to use one page for a “welcome letter” from the City and/or the Dunedin Chamber of Commerce, and the other page for the purposes of marketing the City as a tourist destination. For certainty, the Club shall be entitled to approve of all City-proposed creative and content prior to any publication of same. None of the City content shall include any third party brands or references unless otherwise approved by the Club in writing in its sole discretion. The City’s rights to make use of the foregoing complimentary space shall, at all times, be subject to the Club’s (or the third party publisher’s) creative requirements, submission deadlines and other content, formatting and other requirements and the City shall be solely responsible for any production and other costs associated with its content and any required modifications to same.

**19. PUBLIC ADDRESS SYSTEMS, SCOREBOARDS / VIDEOBOARDS AND SIGNBOARDS.**

- (a) The Club shall be entitled to operate and to control the operation of all of the following as are located within the Stadium or otherwise on or within the Dunedin Facilities:
- (i) public address systems, speakers along with all related audio equipment (“Audio Technologies”), and
  - (ii) scoreboards, videoboards, signboards, billboards and all other video, screens and signage-type spaces, along with all related equipment and technology (collectively, the “Scoreboards / Videoboards”)

and the City will not operate, use or permit the operation or other use of the Audio Technologies or Scoreboards / Videoboards without the prior written consent of the Club, which consent may be granted, conditioned or delayed in the sole and absolute discretion of the Club. The City will indemnify, defend and hold harmless the Club and the other members of the Club Group from and against any and all Costs that may result from the use of Audio Technologies or Scoreboards / Videoboards by the City, or by third parties where the City explicitly or implicitly authorized the use, in each case with or without the consent of the Club. As of the date hereof, it is the intention of the parties that, for City Events, the Club will operate the Audio Technologies and Scoreboards / Videoboards and the City will reimburse the costs of same pursuant to subsection 7(e).

- (b) It is acknowledged that the exterior sign at the Grant Field Facilities (located in proximity to the intersection of Douglas Avenue and Beltrees Avenue) is the property of the Club, and upon any termination of this Agreement, the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by a sign that is acceptable to the City, acting reasonably.

## 20. NAMING RIGHTS.

- (a) **Club Control.** The City hereby grants the Club the sole and exclusive right to grant or sell naming rights to the Grant Field Facilities, the Complex Facilities, the Stadium, the Training Center and any portion of any of the foregoing (collectively, the “Nameable Properties”). The City will not be responsible for any costs of implementing or maintaining any naming rights arrangements established by the Club hereunder; however, the City will cooperate in ensuring that any naming rights arrangement so established is respected (for example, by ensuring that any City references to a Nameable Property – including City signage and publications - are updated in accordance with such naming rights arrangements). The Club agrees to proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities or the Stadium (in the Club’s discretion). The City shall not have a veto or approval right over the name of the Nameable Properties, however, the Club agrees to keep the City reasonably apprised (subject to any obligations of confidentiality or commercially reasonable discretion during negotiations) of potential naming opportunities under consideration. In connection with the rights set forth herein, the Club may grant to Pinellas County (or one of its departments or agencies) the right to place a Pinellas County-related name on one or more of the Nameable Properties for any period of the Term.
- (b) **Vanech Agreement and Historic Names.** In exercising its rights pursuant to the preceding subsection, the Club agrees to abide by any applicable limitations contained in the February 16, 1989 “Recreational Development Agreement” between the City and the representatives of the Estate of Louis A. Vanech. In addition, the Club agrees, subject to mutual agreement on size, materials, contents and location, to permit the City to display a plaque, sign, statue or other agreed-upon form of recognition, at (i) the Grant Field Facilities in honor of A.J. Grant, former mayor of the City, and (ii) the Engelbert Site in honor of Cecil P. Englebert, also a former mayor of the City.
- (c) **Annual Naming Rights Revenues.** Annual Naming Rights Revenues in each calendar year of the Term, if any, shall be accounted for as follows:
- (i) In the event that the Club receives more than one thousand dollars (\$1,000) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than one hundred thousand one dollars (\$100,001), the Club shall pay all of the Annual Naming Rights Revenues received by it to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof,
- (ii) In the event that the Club receives more than one hundred thousand one dollars (\$100,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, but less than two hundred and fifty thousand and one dollars (\$250,001), the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred thousand dollars (\$100,000) plus fifty percent (50%) of the Annual Naming Rights Revenue received by the Club in excess of one hundred thousand one dollars (\$100,001), or

- (iii) In the event that the Club receives more than two hundred and fifty thousand dollars (\$250,001) of Annual Naming Rights Revenues in any particular calendar year of the Term, the Club shall pay the following amount to the City and the City shall deposit same into the Capital Replacement Fund maintained in accordance with Section 33 hereof: one hundred seventy five thousand dollars (\$175,000).

In no event will the Club be obligated to contribute greater than one hundred and seventy five thousand dollars (\$175,000) to the Capital Replacement Fund in connection with any single calendar year of the Term.

**21. OTHER REVENUE.** Except for fees generated by the City in connection with its use and oversight of the Shared Use Practice Fields pursuant to Section 8 of this Agreement, the Club shall be entitled to any and all fees from third-parties for use of the Dunedin Facilities during the Term, as well as any other monies, fees and revenues, without limitation, generated pursuant to other revenue streams not enumerated elsewhere in this Agreement.

**22. CITY LUXURY SUITE USE.**

- (a) During each calendar year of the Initial Post-Renovation Term, the City will be permitted to use one of the standard-sized luxury suites at Dunedin Stadium during up to:
  - (i) Four (4) Home Major League Team ST Games, and
  - (ii) Four (4) Home Minor League Team Games.
- (b) In order to secure suite use hereunder for any specific calendar year of the Initial Post-Renovation Term, the City shall be required to give the Club written notice (which may include email):
  - (i) of the specific Home Major League Team ST Game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Major League Team's Spring Training schedule), and
  - (ii) of the specific Home Minor League Team Game dates requested on or before November 15 of the immediately preceding calendar year (or such later date that is no more than fifteen (15) days after the publication of the Minor League Team's schedule).

Within two (2) weeks of receiving either of the foregoing notices, the Club will confirm in writing to the City whether the dates requested are in fact available and, if not, any alternate dates that are available. The City shall then confirm in writing whether the dates provided by the Club are acceptable and, upon confirmation, those dates will be considered reserved for the City's use (the "Reserved Dates"). If the City does not provide notice in accordance with the foregoing, the Club shall be relieved of its obligations hereunder for the remainder of that calendar year only. Similarly, if the City requests use of a suite for less than the maximum number of possible games or the parties agree that the Reserved Dates shall be for less than

the maximum number of possible games, the Club shall be relieved of its obligations in connection with any such additional games for the remainder of that calendar year only.

- (c) Subject to any capacity limitations that may exist pursuant to fire codes, liquor licenses or any other laws, regulations or licenses, the City will receive up to sixteen (16) admission tickets for each of the Reserved Dates. The City's use of a luxury suite hereunder for the Reserved Dates shall not be subject to any license fee or any fee for admission tickets. The City shall, however, be responsible to pay for any and all food and beverage (at standard prices from time to time and subject to any and all minimum charges), as well as any host or hostess costs. In addition, the City's use of a luxury suite will be subject to the Club's standard luxury suite license agreement terms in place from time to time (which the Club will be permitted to deliver to the City by any means, including email and which will be deemed to be incorporate by reference into this Agreement).

**23. CITY CEREMONIAL FIRST PITCH.** Elected members of the Dunedin City Commission shall have the opportunity to participate, along with representatives of Pinellas County and/or the Club, in the ceremonial pitch that occurs at the first game played at Dunedin Stadium during the Term. Thereafter, City representative(s) shall have the opportunity to participate in a ceremonial first pitch prior to one (1) Home Major League Team ST Game in each Spring Training Season during the Term.

**24. DAMAGES OR DESTRUCTION OF DUNEDIN FACILITIES.**

- (a) Casualty Event. If the Dunedin Facilities are damaged or destroyed by hazard, fire, lightning, smoke, windstorm, flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, war, insurrection, riot, terrorism (whether certified or uncertified) or other similar casualty (each, a "**Casualty Event**"), the City shall be obligated to repair and rebuild the damaged or destroyed portion of the Dunedin Facilities with thorough diligence, acting in good faith, to its condition immediately before such loss or the condition required by law, whichever is greater (the "**Restoration Standard**"). The City shall use the proceeds from the property insurance maintained by the City on the Dunedin Facilities and its structural components (as further described in subsection 30(b) of this Agreement). In the event that the funds available from the aforementioned insurance proceeds are not sufficient to cover the cost of the repairs or rebuilding, the City shall be responsible to provide the additional funds. The City shall promptly commence and shall diligently proceed to complete the repair and reconstruction of the Dunedin Facilities as soon as possible after the occurrence of the applicable Casualty Event.
- (b) Significant Casualty Event Occurring During Final Five (5) Years of the Term. If a Casualty Event occurs during the final five (5) years of the Term of this Agreement (including any Renewal Term) and the reasonable estimate of the cost to repair or rebuild the Dunedin Facilities (as supported by a minimum of three (3) independent written quotes secured by the City and verified by the Club) exceeds USD \$40,500,000 (adjusted for inflation in accordance with the Turner Building Cost Index or, alternatively in the event that the Turner Building Cost Index should cease to be utilized as an industry-wide tool for non-residential construction costs, the Producer Price Index for Non-residential Building Construction) then the Club shall have the right, exercisable in writing within forty five (45) days of the Club receiving the

aforementioned cost estimate (the “Cut-Off Date”), to extend the Term of the Agreement by an five (5) years. In the event that the Club does not exercise the foregoing right to extend the Term of the Agreement, the Agreement will automatically terminate thirty (30) days following the Cut-Off Date. In the event the Club does exercise the foregoing right extend the Term of the Agreement, the Term of the Agreement will be extended accordingly and the Agreement (including the remainder of this Section 24) will apply without modification. For certainty, if the Club exercises the foregoing option during the Initial Post-Renovation Term, then the Initial Post-Renovation Term will be deemed extended by five (5) years, whereas if the Club exercises the foregoing option during a Renewal Term, that particular Renewal Term will be deemed extended by five (5) years.

- (c) Meeting and Discussion Following Casualty Event. The parties will make reasonable efforts to meet within fifteen (15) days following the occurrence of any Casualty Event, and thereafter from time to time when necessary to do so, in order to consider and discuss matters that may be pertinent to the efficient and effective repair and restoration of the Dunedin Facilities (e.g. the extent of damage, the degree of impact on the Club’s operations, possible approaches to timing and scheduling of repairs). In the event that the parties mutually agree that any modifications to the process and deadlines set out below are necessary and appropriate (which neither party shall be obligated to do), such modifications shall only be effective where documented in writing and approved (signed) by the Club’s signing officers and the City Manager for the City of Dunedin or his / her designee.
- (d) Repair / Reconstruction Process and Progress Points. Unless otherwise mutually agreed by the parties in writing in accordance with the preceding subsection, upon the occurrence of a Casualty Event, the City, acting reasonably and in good faith, shall be required to abide by the following process and the deadlines contained therein:
- (i) *Forty five (45) Day Progress Point.* Within forty five (45) days following the occurrence of a Casualty Event, the City shall have taken all actions reasonably available to it to initiate and expedite the process of repairing or rebuilding the Dunedin Facilities, including, without limitation:
- (A) Filing an insurance claim and providing any and all information required or requested by the applicable insurance carriers and their agents, and
  - (B) Completing an assessment of the damage (structural and otherwise) by one or more qualified, licensed, appropriately experienced architects and engineers.
- (ii) *Nine (9) Month Progress Point.* Within nine (9) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards commencement of the actual repair and reconstruction of the Dunedin Facilities, including, without limitation:
- (A) Having received or reserved all of the funds necessary to pay for all of the costs of the repair and reconstruction (in the form of insurance proceeds, or funds or a combination of both), and

- (B) Having hired all necessary firms to complete the repair and reconstruction (i.e. architects, engineers and construction firms).
- (iii) *Twelve (12) Month Progress Point.* Within twelve (12) months following the occurrence of a Casualty Event, the City shall have commenced the actual repair and reconstruction of the Dunedin Facilities (i.e. “shovels in the ground”).
- (iv) *Eighteen (18) Month Progress Point.* Within eighteen (18) months following the occurrence of a Casualty Event, the City shall have made substantial and material progress towards completing the actual repair and reconstruction of the Dunedin Facilities.
- (v) *Twenty Four (24) Month Progress Point.* Within twenty four months (24) months following the occurrence of a Casualty Event, the City shall have completed the actual repair and reconstruction of the Dunedin Facilities, in accordance with the Restoration Standard.

The City shall provide regular written updates to the Club as to its progress in regard to all of the above progress points, and shall provide the Club with any and all available information in connection with the Casualty Event and all matters related to the repair and reconstruction of the Dunedin Facilities (including any insurance claims and any other related matters). The Club shall have full rights of input and consultation in regard every part of the above process and, further, the Club shall have approval rights, acting reasonably, in regard to all decisions that could be reasonably expected to affect its current or future use of the Dunedin Facilities. The City and the Club will consult with each other to determine the extent of damage and the most effective plan for the City to implement and complete the repair and reconstruction process within the shortest possible time.

- (e) Matters Pertaining to City Repair and Rebuilding. The City shall undertake the rebuilding and repair of the damaged facilities in accordance with the plan mutually agreeable to the City and the Club. To the fullest extent permitted by applicable law, the City will expedite any required procurement process to obtain the necessary services required to complete the repair and rebuilding of the damaged or destroyed Dunedin Facilities. In completing the repairs and rebuilding of the Dunedin Facilities, the City will give priority to restoring any damage caused to the Spring Training practice fields and player development and rehabilitation facilities located at the Englebert / Vanech Recreational Complex in order to reduce, to the fullest possible, any loss of use of such facilities during the Spring Training Season.
- (f) Interference with Club Operations. If a Casualty Event or any resultant repair or reconstruction effort interferes with the Club’s operations, activities or its use the Dunedin Facilities (a “**Casualty Event Interference**”), then, notwithstanding anything else in this Agreement, the Club will be temporarily authorized to use other facilities and to schedule some or all of its activities and/or events, including but not limited to Home Major League Team ST Games, at other facilities, without limitation. During any calendar year of the Term in which there is a period of Casualty Event Interference that impacts the playing of Home Major League Team ST Games at the Stadium:
- (i) the Club's obligation to provide the City with any marketing assets, suite use and other

similar rights and benefits will be suspended,

- (ii) the Club's obligation to impose, collect and remit the Capital Replacement Surcharge will be suspended,
- (iii) the Club's obligation to remit amounts pursuant to subsection 20(a) of the Agreement (Naming Rights payments) will be suspended, and
- (iv) the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement.

For certainty, where a Casualty Event Interference prevents all or most of the Major League Team from utilizing the New Training Center or other portions of the Complex Site for its / their intended purposes and the Club makes use of other facilities for the Major League Team, then those events will be deemed to have impacted the playing of Home Major League Team ST Games at the Stadium.

**(g) Annual Capital Contribution Following Casualty Event.**

- (i) If the City fails to achieve any of the requirements of paragraph 24(d)(i) or 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing) then the Club's obligation to make the Annual Capital Contribution will be suspended from the date of the City's failure until the date upon which the City has returned the Dunedin Facilities to the Restoration Standard.
- (ii) If the City meets the requirements of paragraphs 24(d)(i) and 24(d)(ii), above, within the stated timeframes (or such longer period to which the Club may agree in writing), then during the initial twelve (12) month period immediately following Casualty Event, the Club's obligations under this Agreement to make the Annual Capital Contribution will continue. If the repair and/or rebuilding of the damaged facilities to the Restoration Standard is not completed within twelve (12) months following the applicable Casualty Event, then, subject to the following sentence, the Club's obligation to make the Annual Capital Contribution will reduced by fifty percent (50%). If the repair and/or rebuilding of the damaged facilities to the Restoration Standard is not completed within eighteen (18) months following the applicable Casualty Event, then the Club's obligation to make the Annual Capital Contribution will be suspended. By way of example, if the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 12 months, the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 6 months and the Club would have no payment obligation in connection with that portion of the Annual Capital Contribution that attributable to the final 2 months.

If there is an overpayment of the Annual Capital Contribution by the Club to the City as a result of the operation of this subsection 24(g), the City will promptly refund any such overpayments to the Club.



(h) **Club Self-Help and Termination Rights.** If the City fails to achieve any one or more of the requirements of paragraphs 24(d)(iii), 24(d)(iv) or 24(d)(v), above, within the stated timeframes (or such longer period to which the Club may agree in writing) or fails to meet the Restoration Standard, the Club shall have the following rights:

- (i) to engage in self-help to complete the repair and reconstruction of the Dunedin Facilities, and/or
- (ii) to terminate this Agreement.

The Club may exercise its rights described herein upon written notice to the City delivered within thirty (30) days following the passage of the applicable timeframe (or such longer period to which the Club agreed in writing). In the event that the Club elects to complete repair and reconstruction of the Dunedin Facilities, the City shall cooperate in good faith to transition all responsibilities for construction oversight to the Club and to provide the Club reasonable access to the balance of all insurance proceeds awarded to the City and, upon the City doing so, the Club shall forego its termination right hereunder. Upon a termination by the Club hereunder, all of the parties' obligations under the Agreement, excepting those specifically identified as surviving termination, shall cease.

(i) **Club Disaster Mitigation Plan.** Prior to the Threshold Date and a minimum of every five (5) years thereafter, the Club shall prepare (or as applicable, review and where necessary, update) a disaster mitigation plan in which the Club articulates the procedures the Club intends to follow in order to mitigate potential losses from common natural disasters such as hurricanes (the "**Disaster Mitigation Plan**"). The Club will endeavor to satisfy reasonable City requirements in connection with the development of its Disaster Mitigation Plan, provided that such requirements are provided to the Club in writing by the City in advance and further provided that such requirements are in fact applicable to the City itself and to all licensees of City-controlled property and facilities. The Club will be permitted to get independent input and advice in connection with its Disaster Mitigation Plan and where such input and advice conflicts with City requirements, the parties shall discuss same and attempt to reach a mutually agreeable resolution. The Disaster Mitigation Plan is intended as a preparatory resource that may help guide the Club's actions in the event of certain potential events and neither the Disaster Mitigation Plan nor anything contained in this subsection 24(i) herein shall serve reduce, eliminate or derogate from the City's obligations as set out in this Section 24.

(j) **Casualty Event Caused by Club Misconduct.** In the event that a Casualty Event is caused solely and exclusively by the gross negligence or willful misconduct of the Club (including its employees and agents), all of the foregoing provisions shall apply as written, except that the paragraph 24(g)(ii), above, shall be deemed to be modified so that:

- (i) there will be no reduction to the Annual Capital Contribution until the passage of eighteen (18) months following the applicable Casualty Event (instead of twelve (12) months), and
- (ii) following the passage of such eighteen (18) month period, the Annual Capital Contribution will be reduced by fifty percent (50%).

By way of example, if, in the circumstances described in this subsection 24(j), the repair and rebuilding takes twenty (20) months to complete, the Club would pay the Annual Capital Contribution in full for the first 18 months, and the Club would pay 50% of that portion of the Annual Capital Contribution attributable the next 2 months.

**25. PERSONAL PROPERTY.** All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the Club's permission, the user of the equipment or personal property will be responsible for any damage to the equipment or personal property so used and the Club shall have no responsibility therefore. The City shall not otherwise be responsible for the loss or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

**26. UTILITY COSTS AND RECLAIMED WATER.**

- (a) The Club shall be responsible for all utility costs to the Dunedin Facilities, except for utilities to be paid for by the City pursuant to the terms of this Agreement, including utility costs in respect of all City Events and utility costs in connection with the Shared Use Practice Fields during the City Control Period. Utility costs attributable to the use of the Dunedin Facilities by or at the request of the City, including all City Events, will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.
- (b) The City shall, throughout the Term, provide reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. For certainty, the City shall ensure that (i) all pumping and other equipment for the foregoing reclaimed water is in place and functioning properly throughout the Term, such that the Club is able to access such water as and when needed by the Club, and (ii) the Club's access to reclaimed water is given equal priority with all other users, including the City. Subject to the foregoing, the Club acknowledges that the volume of reclaimed water is not unlimited and may vary from time to time. Any repairs to reclaimed water pumping, equipment and infrastructure shall be at the City's expense.

**27. CLUB ANNUAL CAPITAL PAYMENT.**

(a) Annual Capital Payment.

- (i) For the sole and exclusive purpose of assisting the City in financing the costs of the Improvements for the Dunedin Facilities in accordance with the Development Agreement, the Club will, during the Initial Post-Renovation Term of the Agreement, be required to pay to the City the sum equal to the amount necessary to satisfy the debt service requirement (in terms of principal and interest) for a 25 year bond issue on the City's debt obligation required to net a project fund amount of twenty million dollars (\$20,000,000)

(the “**Club Repayment Obligation**”). The City shall issue the foregoing bond(s) under commercially reasonable terms and the Club shall have no obligations on the bond(s) as a guarantor or otherwise. The Club shall have the right to review and, acting reasonably, approve all bond documentation together with any underwriter or issuance costs. Unless otherwise mutually agreed, the Club Repayment Obligation will be met by the Club making an annual payment to the City in each year of the Initial Post-Renovation Term (the “**Annual Capital Payment**”) with each such payment being equal to 1/25<sup>th</sup> of the Club Repayment Obligation (i.e. each Annual Capital Payment will be equal to the average annual debt service in respect of the aforementioned bonds). The City and the Club hereby acknowledge and agree that this paragraph 27(a)(i) will be amended to reflect the actual dollar amount of the Club Repayment Obligation and Annual Capital Payment and to clarify any other terms following the bond issuance referred to herein.

- (ii) The Club will pay each Annual Capital Payment in four (4) equal quarterly installments, due on or before each of February 1, May 1, August 1, and November 1 for each respective year. The first quarterly payment date shall occur on the date that is mutually agreed by the parties and confirmed in writing in the Development Agreement and the final quarterly payment will occur on the one hundredth quarterly installment date. The City and the Club hereby acknowledge and agree that the final payment dates and other matters addressed in the foregoing may require modification following the issuance of the bonds described in paragraph 27(a)(i) and each party shall act reasonably and in good faith in determining whether to amend this paragraph 27(a)(ii) following such issuance. In the event any installment of the Annual Capital Payment is not received by the City by its respective due date, said installment will bear interest at the prevailing rate charged by the Internal Revenue Service for late payments until paid.
- (iii) Notwithstanding anything else in this Agreement, the Club shall be entitled to pre-pay one or more future Annual Capital Payments or installments at any time in its discretion and, in the event that it does so, the Club’s future payment obligations will be reduced accordingly.
- (iv) The Club’s obligation to pay the Annual Capital Payment shall be deemed to be satisfied at the time the City satisfies its financing obligations for the renovation and expansion of the Dunedin Facilities if such satisfaction occurs sooner than the twenty-five (25) year time frame described herein or when that portion of the financing obligations for the renovation and expansion of the Dunedin Facilities is paid off if the City refinances its financing obligations to include other unrelated capital improvements.
- (v) In the event that the schedule of financing obligations for the renovation and expansion of the Dunedin Facilities pursuant to the terms set forth in the Development Agreement are initiated prior to the Threshold Date, then the parties shall, each acting reasonably and in good faith, mutually agree in writing on an earlier date than that specified in paragraph 27(a)(i) upon which the Club will commence the Annual Capital Payments. Under no circumstances is the Annual Capital Payment intended to result in any kind of surplus or capital reserve for the City, nor is intended to pay debt service secured by other sources of revenue to which the City may be entitled. Any and all Annual Capital Payments (and any

portion thereof) made by the Club prior to the Threshold Date shall be either:

(A) credited against the Annual Capital Payment obligation immediately upon the commencement of the Term, or

(B) in the event that the Initial Post-Renovation Term of this Agreement either does not become effective in accordance with the definition of "Threshold Date" in subsection 1(eeee) and the operation of paragraph 1.2(b)(ii) or the Agreement is terminated due to failure of performance under the Development Agreement, reimbursed by the City, with interest.

(b) Annual License Fee. The Club shall pay to the City an annual license fee for its use of the Dunedin Facilities in the amount of ten dollars (USD \$10) per year (the "Annual License Fee") throughout the Term of this Agreement. The Annual License Fee is based, in part, on the shared use of the Dunedin Facilities by the Club and other users.

## 28. TAX LIABILITY.

(a) Ad Valorem Taxes. The Club and the City shall share the responsibility for the payment of Ad Valorem Taxes levied against the Dunedin Facilities in each calendar year of the Term as follows:

(i) the Club shall be responsible for the payment of the first one hundred and fifty thousand dollars (USD \$150,000), and

(ii) the Club and the City shall each be responsible for the payment of one half (1/2) of any Ad Valorem Taxes in excess of one hundred and fifty thousand dollars (USD \$150,000).

The Club and the City shall coordinate in good faith to mitigate Ad Valorem Taxes levied against the Dunedin Facilities. In particular, the City shall take all actions reasonably available to it to ensure the application of those exemptions and reductions to Ad Valorem Taxes as exist at any particular point in time (including appealing any assessments that do not provide for the application of such exemptions and reductions).

(b) Taxes Attributable to Club's Use of Dunedin Facilities. Other than Ad Valorem Taxes addressed in subsection 28(a) above, the Club shall be responsible for all taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to any other governmental agencies, including, by way of illustration and not limitation, sales taxes applicable to the Club's purchases of goods and services used in the operation of the Dunedin Facilities. For certainty, the parties hereby acknowledge and agree that Ad Valorem Taxes are addressed exclusively in the subsection 28(a) and are not part of the Club's responsibilities pursuant to this subsection 28(b).

## 29. INDEMNITIES.

(a) Club Indemnity. The Club shall indemnify, defend (where applicable) and hold harmless the

City and the other members of the City Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the use of the Dunedin Facilities by the Club,
- (ii) the gross negligence or willful misconduct of the Club or another member of the Club Group, or
- (iii) the acts or omissions of the Club, and of any member of the Club Group, in connection with the Club's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or any member of the City Group (whether by reason of contributory negligence or otherwise).

(b) City Indemnity. In addition to any other indemnity obligations contained elsewhere in this Agreement, the City shall, to the maximum extent permitted by applicable law, indemnify, defend (where applicable) and hold harmless the Club and the other members of the Club Group from and against any and all Costs which may be sustained, incurred or paid by any of them by reason of, on account of, arising out of or in any way connected to:

- (i) the design or construction of the Dunedin Facilities,
- (ii) the repair or reconstruction of the Dunedin Facilities following a Casualty Event,
- (iii) the use of the Dunedin Facilities by or at the request of the City, including but not limited to City Events,
- (iv) the gross negligence or willful misconduct of the City, and of any member of the City Group, or
- (v) the acts or omissions of the City, and of any member of the City Group, in connection with the City's obligations hereunder,

provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or any member of the Club Group (whether by reason of contributory negligence or otherwise).

(c) All of the City's indemnification obligations contained in this Agreement, including but not limited to those set out in the preceding subsection, will be subject to the provisions of Section 768.28, Florida Statutes, in all respects except that, to the maximum extent permitted by applicable law:

- (i) None of the limitations set forth in Section 768.28(5), Florida Statutes, including, but not limited to, the limitation on the total liability of the State of Florida, its agencies and

subdivisions, shall apply to any claim, action or other legal proceeding in which the City and the Club are both parties (which, for certainty, includes any cross-claims between them in connection with a third-party legal proceeding),

- (ii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect where the effect of the City doing so would be to reduce any contractual obligations of the City hereunder (including any indemnities granted in favor of the Club), and
  - (iii) The City shall not assert or rely on sovereign immunity, any limitations of liability set forth in Section 768.28, Florida Statutes or any limitations of liability contained any successor legislation with similar purpose or effect in connection with a claim, action or other legal proceeding asserted by a third party in which the City and the Club are both named as defendants (each, a "Third Party Proceeding") where the effect of the City doing so would increase the Club's actual or potential liability in connection with such Third Party Proceeding.
- (d) Where a party becomes aware of any claim or cause of action (whether threatened or filed) for which it is entitled to indemnification hereunder (such party, in the circumstances, the "Indemnatee"), it shall provide the indemnifying party (in the circumstances, the "Indemnitor") with written notice of same reasonably promptly thereafter. In any such instance, the Indemnatee shall have the option to either:
- (i) retain its own counsel and to control the defense of the claim or cause of action, at the expense of the Indemnitor, or
  - (ii) require the Indemnitor to manage the defense of the claim or cause of action, subject to reasonable consultation with the Indemnatee.

Where the Indemnatee elects to proceed as outlined in paragraph (ii), the following rights and restrictions will apply, unless otherwise mutually agreed by the parties in writing. The Indemnitor shall have the right to select counsel, at Indemnitor's expense, to defend the Indemnatee, provided that no settlement terms shall be binding on the Indemnatee without its prior written consent, which shall not be unreasonably withheld. The Indemnatee shall reasonably cooperate with the Indemnitor's defense of such claim or cause of action.

This Section 29 will survive the expiry or early termination of this Agreement.

### 30. INSURANCE.

- (a) Club Insurance. The Club shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:
- (i) Workers' Compensation and Employer's Liability insurance in compliance with applicable federal and state laws,

(ii) An occurrence-based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, damage to rented premises and products / completed operations coverage, with minimum limits of:

- USD \$2,000,000 Each Occurrence,
- USD \$2,000,000 Damages to Rented Premises,
- USD \$4,000,000 General Aggregate, and
- USD \$4,000,000 Products / Completed Operations Aggregate,

(iii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value for all Club office furniture, trade fixtures, office equipment, merchandise and all other items of Club's property located within the Dunedin Facility, and

(iv) Comprehensive Automobile Insurance, covering owned, non-owned, leased, borrowed or hired vehicles, with a minimum combined single limit of \$1,000,000 Each Accident.

Coverage limits may be satisfied through a combination of primary and umbrella/excess policies. Umbrella / Excess policies shall be substantially similar to the underlying coverage. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better. The Club shall name the City as an Additional Insured under the Club's Comprehensive General Liability, Umbrella / Excess, and Automobile policies for any liability arising out of any acts and/or omissions of the Club where required by written contract or agreement with respect to the Dunedin Facilities. All Commercial General Liability and Umbrella / Excess policies must provide cross liability coverage (separation of insureds or severability of interests provision) and shall not include any exclusion for third-party over actions. Further, coverage for the City as an Additional Insureds under the Club's policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement. The Club shall remain solely responsible for payment of any Club policy deductibles and self-insured retentions or self-insured amounts. All Club insurance policies shall be endorsed to provide a waiver of subrogation in favor of the City as "Additional Insured." The Club shall provide the City with at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the Club's insurance policies. The Club shall furnish City with certificates of insurance evidencing compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities.

(b) Required City Insurance. The City shall, at its expense, obtain and continuously maintain, without lapse, the following insurance coverage:

(i) Workers' Compensation and Employer's Liability insurance in compliance with applicable federal and state laws. For certainty, such insurance will be required for all fire, police, EMT, or other emergency personnel, whether working at or near the Dunedin Facilities or at other locations.

(ii) Special Causes of Loss Form Property Insurance (aka All-Risk) coverage in an amount equal to the full replacement value of the Dunedin Facilities (including, but not limited to buildings and building glass, boilers, equipment, machinery, fields, parking lots, driveways, and other elements) and all other structural alterations and improvements to and within the Dunedin Facilities, whether made by City or Club. Without limiting the generality of the foregoing, the aforementioned insurance coverage shall, at a minimum, provide coverage for hazard, fire, lightning, smoke, windstorm (including Named Windstorm), flood, hurricane, rain, snow, mold, earthquake, sinkhole, mudslide, other earth movements, malicious damage, riot and terrorism (whether certified or uncertified) and other similar casualties. Property insurance should also include coverage for equipment and/or mechanical breakdown. The City shall ensure that all such property insurance policies name the Club as a loss payee. The foregoing policy/ies of insurance will be primary, and the proceeds of same will be used for the repair and/or reconstruction of the Dunedin Facility pursuant to Section 24 of this Agreement. Provided that (A) on an annual basis the City shall review its total insured values and reconfirm and increase its coverage limits as necessary, and (B) the insurance in fact provides coverage sufficient to permit the City to meet all its associated obligations under the Agreement, then the insurance required hereunder from the City may be covered by a blanket policy insuring multiple City properties. The City shall, on an annual basis, consult with the Club and provide the Club with all information pertinent to the matters set out in (A) and (B) in the preceding sentence and the Club shall, acting reasonably, have the right to have input on such matters. As of the date of execution of this Agreement, the insurance described in this paragraph 30(b)(ii) is provided by the *Florida Municipal Insurance Trust*. Throughout the Term, the City shall include the Dunedin Facilities in the City's list of "Critical Assets" identified for the purposes of the *Florida Municipal Insurance Trust* or any subsequent coverage provider or claims administrator.

(iii) City Commercial General Liability and Automobile Liability Coverage. The parties have agreed that the City shall have the discretion to carry one or more Commercial General Liability and/or Comprehensive Automobile Insurance policies or to self-insure with respect to such areas of actual or potential liability. As of the date of execution of this Agreement, the City is self-insured. In the event that, at any point during the Term, the City secures one or more Commercial General Liability and/or Comprehensive Automobile Insurance policies of insurance (whether primary or excess), it shall ensure that:

(A) Any Commercial General Liability policies provide coverage for bodily injury and property damage and personal and advertising injury, including but not limited to, contractual liability coverage, host liquor liability coverage, coverage for Damages to Premises Rented by You and products / completed operations coverage,

(B) Umbrella / Excess policies, if any, are substantially similar to the underlying coverage,

(C) All policies are issued by an admitted insurance carrier with an A.M. Best rating of A-7 or better,



(D) The Club is named as an Additional Insured under the policies for any liability arising out of any acts and/or omissions of the City where required by written contract or agreement with respect to the Dunedin Facilities. Further, coverage for the Club as an "Additional Insured" under the City's insurance policies shall apply on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, as per written contract or agreement, and

(E) All policies provide cross liability coverage (separation of insureds or severability of interests provision) and may not include any exclusion for third-party over actions.

(iv) The City shall remain solely responsible for payment of any City policy deductibles and self-insured retentions or self-insured amounts. All City insurance policies shall be endorsed to provide a waiver of subrogation in favor of the Club and the other members of the Club Group and where the City is self-insured it waives all rights of subrogation in favor of the Club. The existence of any self-insurance shall not relieve the City of the obligation to indemnify and defend the Club from the inception of any claim or action triggering such indemnity and defense obligations. The City shall provide the Club with at least thirty (30) days written notice in the event of cancellation, non-renewal or material modification of any of the City's insurance policies. The City shall furnish the Club evidence of compliance with all insurance provisions noted above at least fifteen (15) business days prior to the commencement of the use of the Dunedin Facilities, again upon each renewal and further upon the Club's request. The City acknowledges that the Club shall not insure the City's property and the Club shall not insure or protect the property of the City's employees, agents, temporary or leased workers, independent or sub-contractors, contractors, volunteers, exhibitors, performers, sub-licensees, personnel, members, and guests while at the Dunedin Facilities. The City waives all claims against the Club for loss or damage thereto no matter how caused.

(c) Mutual Release and Waiver of Subrogation. The City and the Club, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

### 31. LIMITATION OF LIABILITY.

(a) In no event shall one party be liable to the other party for any special, exemplary, indirect, incidental, consequential or punitive damages, loss of profits or loss of business opportunity (collectively, "Special Damages"). Notwithstanding the foregoing, in the event an indemnified party has incurred Costs pursuant to a final judicial or administrative action brought by a third party against such indemnified party and a component of such Costs includes Special Damages, the indemnity otherwise provided for in this Agreement to indemnify for

Costs shall include the Special Damages element of such Costs.

- (b) Notwithstanding anything else in the Agreement, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City's liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

This Section 31 will survive the expiry or early termination of this Agreement.

### 32. SUSPENSION OF AGREEMENT.

- (a) Enumerated Events Interfering With Club Operations. If, at any time during the Term, the Club is prevented from using all or any material part of the Dunedin Facilities for its intended purposes as a result of any of the following (each, and "Enumerated Event"):

- (i) a national or local emergency,
- (ii) an actual or threatened terrorist attack,
- (iii) the United States being in a state of war,
- (iv) a labor dispute other than a lock-out or strike of Major League Baseball players,
- (v) the gross negligence or willful misconduct of the City (including its employees and agents),
- (vi) the MLB Rules and Regulations or the rules and regulations of Florida State League of Professional Baseball Clubs Inc., the Gulf Coast League or such other league which has authority over a team operated by the Club,
- (vii) the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities, or
- (viii) any other event beyond the reasonable control of the Club,

this Agreement shall be regarded as suspended for the period during which the Club's use of the Dunedin Facilities is interfered with, except each party's obligations to pay all taxes (including each party's share of ad-valorem property taxes) and each party's obligation to pay for and maintain required insurance coverages. During any such suspension of the Agreement, neither party shall have liability for damages to the other party as a result of the suspension or the Enumerated Event causing the suspension.

- (b) Exclusive Rights and Remedies for Casualty Events Causing Damage. The parties hereby confirm that where there is damage or destruction to the Dunedin Facilities as a result of a

Casualty Event (as defined in Section 24, above), it is their intention for the provisions of Section 24 (including those that pertain to any interference with the Club's operations as a result of such Casualty Event) to govern the parties rights and obligations in connection with same. An event that could qualify as either a Casualty Event or an Enumerated Event shall only be considered to be an Enumerated Event where it does not result in damage or destruction to the Dunedin Facilities. By way of illustration, if a terrorist attack results in damage to the Dunedin Facilities, it shall be considered a Casualty Event and the parties' rights and obligations in connection with same shall be determined in accordance with Section 24, above. If a terrorist attack does not result in damage to the Dunedin Facilities but nonetheless interferes with the Club's use of same, it shall be considered an Enumerated Event and addressed in accordance with this Section 32.

- (c) Effect of Suspension. During any suspension of the Agreement hereunder, the Annual Capital Payment shall be suspended only if it was the actions or omissions of the City or those for whom the City is at law responsible that caused the Club to be prevented from using the Dunedin Facilities or any material part thereof. The provisions of this Agreement which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect during the period of such suspension. During the period of such suspension, the Club shall be entitled to conduct its games, practices and other activities at alternate facilities of its choice and the Club will be deemed to have played the required number of such games as specified subsection 3(a) of the Agreement. For certainty, in the event that any Home Major League Team ST Games or Home Minor League Games are cancelled or otherwise impacted during any period of suspension, the Club's game-related obligations under the Agreement shall not apply (including, but not limited to, its obligations in connection with marketing and promotional opportunities and the collection and remittance of the Capital Replacement Surcharge).
- (d) Termination of Agreement. Notwithstanding anything else in this Section 32, if the period of the suspension hereunder extends beyond twelve (12) months and such arises by reason of a national or local emergency, an actual or threatened terrorist attack, the United States being in a state of war, a labor dispute (other than a lock-out or strike of Major League Baseball players), or the gross negligence or willful misconduct of the City (including its employees and agents), then the Club shall have the option, exercisable in its sole discretion, to terminate this Agreement without liability to the City therefore.

### 33. CAPITAL REPLACEMENT FUND.

- (a) Establishment and Funding. During the Term of this Agreement, the City shall maintain an interest bearing fund for the purpose of Capital Replacement expenditures which shall be known as the "**Capital Replacement Fund**". The Capital Replacement Fund shall be used solely for Capital Replacement expenditures. The Capital Replacement Fund shall be funded from the following sources:
  - (i) Amounts paid to the City by the Club on account of the Capital Replacement Surcharge, in accordance with subsection 12(d) of this Agreement,

- (ii) That portion of the Annual Naming Rights Revenues paid to the City by the Club in accordance with subsection 20(a) of this Agreement,
- (iii) Proceeds of any taxable debt instrument issued by the City to fund a portion of the costs of the Project or other non-debt proceeds contributed by the City to pay a portion of the costs of the Project that are not, as agreed by the Club, needed to pay costs of the Project, and
- (iv) All interest accrued on amounts held within the Capital Replacement Fund.

In addition to the above, on or before June 30<sup>th</sup> of each of the sixth, seventh, eighth, ninth and tenth calendar years of the Initial Post-Renovation Term, the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund. By way of illustration, if the Threshold Date of the Agreement is in the year 2019, then the City shall pay One Hundred Thousand Dollars (\$100,000) into the Capital Replacement Fund on or before June 30<sup>th</sup> of each of the years 2024, 2025, 2026, 2027 and 2028.

- (b) Nature of Capital Replacement Fund and Accounting. The City shall maintain the Capital Replacement Fund and shall separately account for it. The Capital Replacement Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Capital Replacement Fund and the information about amounts accrued therein. The City shall provide the Club with an accounting in respect of the Capital Replacement Fund at least annually, on or before October 30 in each year of the Term, whether or not requested by the Club. The designation and establishment of the Fund in and by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.
- (c) Approval of Expenditures. Expenditures of amounts held in the Capital Replacement Fund shall, unless otherwise mutually agreed in writing by the City and the Club, be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed. At the end of the Term, the City may inspect the Dunedin Facilities for purposes of confirming that all Capital Replacement expenditures that were approved and scheduled prior to the end of the Term and supposed to be addressed by the Club during the Term were completed. In the event that the City discovers any such incomplete Capital Replacements, the Club and the City shall work in good faith to utilize remaining funds in the Capital Replacement Fund for such purposes. By way of clarification, normal wear and tear of the Dunedin Facilities at the end of the Term shall not constitute a basis for undertaking Capital Replacements. Nothing herein is intended to afford the City any right to claim Capital Replacement expenditures that would not otherwise have been performed during the Term and the City shall not utilize this inspection process as a means to update the Dunedin Facilities with Capital Replacement Expenditures at the end of the Term utilizing the Capital Replacement Fund. The Club shall be entitled to all amounts in the Capital Replacement Fund at the end of the Term.
- (d) City Responsibilities. Capital Replacements shall be undertaken by the City as and when

required, without cost or expense to the Club, to the extent that the expenses can be funded first through the exercise of any warranty held by the City (for example a warranty relating to the construction of the Improvements), or second by the Capital Replacement Fund. The City shall administer the approved expenditures of amounts held in the Capital Replacement Fund and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, unless the parties shall mutually agree, each acting reasonably, for some or all of a particular Capital Replacement project hereunder to be delegated to the Club to complete, in which case the Club would be reimbursed from the Capital Replacement Fund.

- (e) City's Right to Inspect; Request Capital Replacements. The City shall have the right but not the obligation to conduct an inspection of the Dunedin Facilities in the event that there is either: (a) an open and obvious hazard or dangerous structural condition, or (b) a clear and material violation of applicable laws in connection with matters under the Club's direct control or responsibility. The City will notify the Club in writing in the event that desires to conduct an inspection pursuant to the foregoing and shall give the Club reasonable advance notice and an opportunity to schedule same for a mutually agreeable date and time. In conducting any such an inspection, the City shall include one or more persons who are appropriately qualified and licensed to inspect the specific matters at issue and to report thereon. Following any such inspection by the City, the City shall provide the Club with all documentation, including photographs, field notes and final reports, relating to the inspection and results or findings associated therewith. In the event that the results of an inspection suggest that Capital Replacements should be made to the Dunedin Facilities to remedy any hazard or dangerous structural condition or bring the Dunedin Facilities into legal compliance, the City may request that Capital Replacements be undertaken for these purposes and the parties, each acting reasonably, will endeavor to address such Capital Replacements pursuant to subsections 33(c) and 33(d), above. The purpose of this provision is to permit the City with an inspection right to potentially address concerns regarding health, safety and general welfare. The inspection right described herein is not intended to permit the City to request or claim Capital Replacements are needed to items that have encountered normal wear and tear.
- (f) Club Responsibility for Expenditures in Excess of Capital Replacement Fund. Unless otherwise mutually agreed by the parties, the Club will be responsible to pay the costs of Capital Replacements:
- (i) in circumstances outside of those addressed in subsections 33(c), 33(d) (relating to the City's exercise of any warranty associated with the Improvements or otherwise in connection with the Dunedin Facilities) and 33(e), and
  - (ii) in circumstances addressed in subsections 33(c) and 33(e) but where the costs of the specific Capital Replacements agreed to be undertaken exceed the then-available funds held in the Capital Replacement Fund. In this latter circumstance, the Club's responsibility for costs would be limited to the amount by which the costs of the specific Capital Replacements exceed the then-available funds held in the Capital Replacement Fund.

In connection with Capital Replacements in connection with paragraph 33(f)(i), the Club shall have the option to undertake the Capital Replacements itself or to request that the City undertake same. The City shall not decline a request from the Club hereunder unless the request is unreasonable or would be unachievable by the City in the time frames requested by the Club. Where the City undertakes Capital Replacements hereunder, it shall follow all normal purchasing, bidding and construction practices set forth in the City of Dunedin Code of Ordinances, and the Club will reimburse the City for its expenditures on a rolling basis as such expenditures take place.

- (g) Club Discretion. Nothing in the foregoing shall limit the Club's discretion to undertake Capital Replacements at the Dunedin Facilities where such Capital Replacements do not utilize amounts held in the Capital Replacement Fund.

#### 34. FF&E.

- (a) All FF&E located within the Dunedin Facilities as of the Threshold Date will be owned by and be the property of the Club. Throughout the Term, the Club shall have the right at all times to modify, remove, replace and install FF&E in its sole discretion and at its sole expense and all such FF&E shall be owned by and be the property of the Club.
- (b) Within a reasonable period of time (not to exceed ninety (90) days) following the expiry or earlier termination of this Agreement, the Club shall remove, at its own cost, all of the FF&E, and the failure to so remove such FF&E shall cause a forfeiture of any remaining FF&E to the City.

35. **EXPANSION AND RENOVATION OF FACILITIES.** As of the Threshold Date, the City has completed the Project, being a major renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement and including the Improvements.

#### 36. NATURE OF AGREEMENT/MISCELLANEOUS.

- (a) License. This Agreement shall be deemed to be a use agreement in the nature of a license and shall not be deemed to be a lease or conveyance of any real property rights nor shall this Agreement constitute an agreement for the use of real property that would subject the parties to the provisions of any statute regarding landlord and tenant rights. This Agreement shall not establish a landlord-tenant relationship between the parties. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the parties.
- (b) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida regardless of any principles of conflict of laws or choice of laws of any jurisdiction. The exclusive jurisdiction, venue and forum of any lawsuit or legal proceeding arising out of this Agreement shall only be the state courts of Florida located in Pinellas County, Florida and the Federal Courts located in Hillsborough County, Florida. The Parties waive any and all rights to object to jurisdiction or venue in other forums.

- (c) Compliance. The City shall be solely responsible to ensure that that Dunedin Facilities comply with all applicable building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies and shall, in connection with the foregoing, have the right, from time to time and on reasonable advance notice to the Club, to inspect the Dunedin Facilities.
- (d) Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between the parties and replace and supersede all prior agreements and representations, including, in particular, the Existing Agreements and the 2017 License Agreement. No alteration, amendment or modification to this Agreement shall be valid unless executed in writing by the parties, and no subsequent oral agreement shall have any validity or in any way affect the terms of this Agreement; provided, however, that no provision of this Agreement will be supplemented, modified, amended or waived without MLB Approval.
- (e) Assignment. The Club may assign this Agreement or any of its rights or obligations hereunder to any entity affiliated with the Club or to the successor of the Club in its ownership of the Major League Team. Subject to the foregoing and except as otherwise expressly provided herein or consented to by the City, the Club shall have no right to assign or transfer any rights, privileges or obligations granted by the terms of this Agreement to any third party. In the event of an assignment in contravention of the preceding sentence, the Club shall continue to be primarily responsible to the City for the performance of the Club's obligations under the terms of this Agreement.
- (f) Inurement. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement shall be interpreted to be for the benefit of a third party.
- (g) Currency. All dollar amounts hereunder are expressed in U.S. currency.
- (h) Counterparts. This Agreement may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically will also deliver the original counterpart to the other party, but failure to do so does not invalidate this Agreement.
- (i) Invalidity. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- (j) Delegation. No provision of this Agreement shall be construed to have made, permit or require the delegation by the City to the Club or any other party of any governmental function of the City.
- (k) Radon. As required by law, the City hereby makes the following disclosure:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a

building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your County Public Health Unit. This acknowledgment is given pursuant to Florida Statutes 404.056(8) and is required by law to be given at or before the time a contract for the use of real estate is signed.

- (l) **Right of First Refusal.** In the event that the City shall obtain title to the property immediately east of the Grant Field Facilities, presently belonging to the Pinellas County School Board, presently occupied by Curtis Fundamental Elementary School, then and in that even the City does hereby grant a right of first refusal to lease the same property to the Club in the event that the City shall offer such property for lease or sale to a third party. In the event that the City offers such property for lease or sale and receives an offer of lease or purchase on said property, the City shall give the Club thirty (30) days written notice of such contract and the Club shall have the right for thirty (30) calendar days from the date of receipt of such notice to advise the City in writing that it wishes, at the Club's option, to lease or purchase said property on the same economical terms and conditions set forth in the offering contract. In the event that the Club choose to exercise such right of first refusal, it shall present a contract reflecting the same terms and conditions as the offering contract within the aforesaid thirty (30) day period. The right of first refusal shall be coterminous with the Term of this Agreement.
- (m) The parties hereby agree to furnish upon request to each other such further information, to execute and deliver to each other such other documents, and to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement. In the event that this Agreement is executed prior to the finalization of the Development Agreement, the parties shall update this Agreement to include any references to provisions of the Development Agreement that may be required.

### **37. DEFAULT.**

- (a) The occurrence of one or more of the following shall constitute an event of default:
- (i) The Club fails to pay or cause to be paid, in full and when due, any installment in connection with the Annual Capital Contribution called for herein and the Club does not cure such failure within forty five (45) days of receipt of notice of such default from the City. In the event of a default arising from the failure to make payment of an installment in connection with the Annual Capital Contribution, the City may declare that all Annual Capital Contributions shall accelerate to maturity and all such Annual Capital Contributions shall become immediately due and payable.
- (ii) The failure by either party to perform, observe or comply with timely, at any time during the Term, any term, representation, condition, obligation, covenant, or other provision requiring performance of that party under this Agreement (except the payment of any installment on account of the Annual Capital Contribution) and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party,



unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.

- (iii) The dissolution or liquidation of the Club, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club's property, or the assignment of any of the Club's property for the benefit of its creditors, if the Club fails to lift, stay or dismiss within a reasonable time frame acting in good faith with diligent efforts such proceedings or similar proceedings under Canadian law.
- (iv) An Impermissible Relocation Event occurs (which, for certainty, shall not include a temporary relocation by the Club that is permitted under this Agreement).
- (v) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.
- (b) In the event of any default by the Club, the City may take any action as is permitted in law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Agreement; provided, however, no such enforcement shall include a requirement of the Club to play Home Major League Team ST Games at the Dunedin Facilities during the Term, the City's remedies in respect of any default in so playing being limited to monetary damages.
- (c) In the event that an event of default by the City occurs, the Club may take any action as is permitted in law or in equity may, including instituting such action against the City as the Club may deem necessary to compel performance or the Club may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the City.
- (d) No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof but any such right or power may be exercised from time to time and as often as may be deemed expedient. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- (e) In the event either party shall default under any of the provisions of this Agreement and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.
- (f) Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each

and every such remedy shall be cumulative and in addition to any other remedy given under this Agreement now or hereafter existing at law or in equity or by statute.

- (g) Notwithstanding any other provision of this Agreement, the City shall not terminate this Agreement, and the City shall not take possession of the Dunedin Facilities upon an event of default or exercise any other remedy made available to it hereunder, during any Spring Training Season.

### 38. RELOCATION EVENTS.

- (a) For the purposes of this Section 38:

- (i) **"Impermissible Relocation Event"** means the permanent cessation of use by the Club of the Dunedin Facilities for Spring Training purposes which is not a Permissible Relocation Event; and
- (ii) **"Permissible Relocation Event"** means a permanent cessations of use by the Club of the Dunedin Facilities for Spring Training purposes that is excused or permitted by the terms of the Agreement. For clarity, in any circumstance in which this Agreement provides the Club with a right to terminate this Agreement (i.e. pursuant to subsection 24(h) and subsection 32(d)) or in which the Agreement automatically terminates (i.e. pursuant to subsection 24(b)), any related cessation of use will be deemed to be a Permissible Relocation Event.

- (b) Upon the occurrence of an Impermissible Relocation Event, the Club shall be obligated to:

- (i) reimburse the State for all remaining payments to be made by the State pursuant to Section 288.11631, Florida Statutes from the date of the Impermissible Relocation Event through the end of the Term,
- (ii) reimburse the County for all remaining payments to be made by the County under the Interlocal Agreement with the City from the date of the Impermissible Relocation Event through the end of the Term,
- (iii) reimburse the City for all remaining payments to be made by the City on a debt instrument issued by the City for financing the costs of the renovation and expansion of the Dunedin Facilities in accordance with the Development Agreement (not included in item (i) or (ii) above) from the date of the Impermissible Relocation Event through the end of the Term, and
- (iv) reimburse the City for its pro-rata share of the City's original capital contribution to the Project not included in (i), (ii) or (iii) above,

except to the extent any of the foregoing amounts are otherwise recoverable by the City (e.g. through insurance proceeds, a third party contractual indemnity or other means).

(c) Upon the occurrence of a Permissible Relocation Event, the Club shall not have any obligation to reimburse the amounts set out in the preceding subsection and the City shall be solely responsible for all such amounts. Without limiting the generality of the foregoing, and for further clarity, the parties agree that if the Club terminates this Agreement pursuant to its termination rights under subsection 24(h) or subsection 32(d) or the Agreement automatically terminates pursuant to subsection 24(b):

(i) the Club will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the “State Agency”), as well as the applicable agency of Pinellas County that has been charged with administrative oversight and enforcement of the County’s funding commitments the Project (the “County Agency”),

(ii) the Club will not have any further obligation pursuant to this Agreement or the Development Agreement, to pay any amounts to the City, or to make any other payments or contributions, pursuant to the Agreement, nor will the Club have any further liability to the City,

(iii) the Club will not have any obligation pursuant to this Agreement or the Development Agreement to repay either the City or the State of Florida for any State Development Funds in connection with such Club termination,

(iv) the Club shall be entitled to all amounts then held in the Capital Replacement Fund, less only those amounts contributed by the City to same pursuant to Section 33 hereof during the years 2024, 2025, 2026, 2027 and/or 2028 that were not previously utilized for Capital Replacements,

(v) the Club will not have any obligation pursuant to this Agreement or the Development Agreement to repay either the City or Pinellas County for any amounts contributed by Pinellas County to the Project or any amounts remaining to be paid by Pinellas County under the Interlocal Agreement with the City in connection with such Club termination, and

(vi) the City shall indemnify and hold the Club harmless from any assertion or claim by the State Agency, the State of Florida, the County Agency or Pinellas County that any amounts are payable to any of them by the Club.

**39. NOTICES.** Any notice or other communication relating to enforcement of this Agreement shall be in writing, and shall be deemed given: (a) in the case of hand delivery, upon delivery to the addresses set forth below; and/or (b) in the case of mail, five (5) business days after mailing to the addresses set forth below; and/or (c) in the case of facsimile, upon receipt of transmission if received on a business day or otherwise at the commencement of the first business day following transmission to the facsimile numbers set forth below, and/or (d) in the case of courier, upon confirmation of delivery to the addresses set forth below:

**If to the City:** The City of Dunedin  
542 Main Street  
Dunedin, Florida, USA  
34698

Attention: City Manager  
Fax: (727) 298-3078

**With a copy to:**

Trask Daigneault, LLP  
Harbor Oaks Professional Center  
1001 South Fort Harrison Avenue, Suite 201  
Clearwater, Florida, USA  
33756

Attention: Thomas J. Trask  
Fax: (727) 733-2991

**If to the Club:** Rogers Blue Jays Baseball Partnership  
373 Douglas Ave.  
Dunedin, Florida, USA  
34698

Attention: Director of Florida Operations  
Fax: (727) 734-7661

**With a copy to:**

Rogers Blue Jays Baseball Partnership  
One Blue Jays Way, Suite 3200  
Toronto, Ontario, Canada  
M5V 1J1

Attention: President and CEO  
Fax: (416) 341-8946

**And a further copy to:**

Rogers Blue Jays Baseball Partnership  
One Blue Jays Way, Suite 3200  
Toronto, Ontario, Canada  
M5V 1J1

Attention: Vice President, Legal & Government Affairs and  
General Counsel  
Fax: (416) 341-1427

**And a further copy to:**

Baker & Hostetler LLP  
200 South Orange Avenue, Ste. 2300  
Orlando, Florida, USA  
328801

Attention: Gregory D. Lee, Esq.  
Fax: (407) 841-0168

**40. MLB SUBSERVIENCE.** Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the Spring Training territory of the Toronto Blue Jays as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.


**[Signature Page Follows]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the appropriate officials and the necessary seal affixed thereto as of the day and year first above written.

ATTEST


**CITY OF DUNEDIN, FLORIDA**  
A Municipal Corporation of Florida

  
Denise Kirkpatrick, City Clerk

  
By: Julie Ward Bujalski, Mayor

(Seal)

APPROVED AS TO FORM:

  
Thomas J. Trask, City Attorney

  
By: Jennifer K. Bramley, City Manager


**ROGERS BLUE JAYS BASEBALL  
PARTNERSHIP**

WITNESSES:

  
Name: Siu-In Lau

  
By: Mark A. Shapiro, President and CEO

  
Name: Siu-In Lau

  
By: Matthew J. Shuber, VP, Legal and  
Government Affairs

**EXHIBIT "A"**

**Grant Field Facilities**

All Stadium facilities and improvements, including parking, now existing and as improved in the future, on the following parcel of land:

THE NW ¼ OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, LESS A LOT IN THE NE CORNER OF THE SE ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, RUNNING EAST AND WEST 345 FEET AND NORTH AND SOUTH 635 FEET KNOWN AS SCHOOL TRACT. LESS AND EXCEPT ALL EASEMENTS AND RIGHTS-OF-WAY.

LESS AND EXCEPT:

THE WEST SIX HUNDRED SIXTY-THREE (663) FEET OF THE SOUTH FOUR HUNDRED NINETY-TWO AND FIVE TENTHS (492.5) FEET OF THE NORTHWEST QUARTER (NW ¼) OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION THIRTY-FOUR (34), TOWNSHIP TWENTY-EIGHT (28) SOUTH, RANGE FIFTEEN (15) EAST; SUBJECT HOWEVER, TO THE RIGHT OF WAY OF THE PUBLIC THOROUGHFARE KNOWN AS COUNTY HIGHWAY NO. 33 (OR DOUGLAS AVENUE) OVER THE WEST THIRTY-THREE (33) FEET OF SAID TRACT.

LESS AND EXCEPT:

THE E ½ OF THE NW ¼ OF THE SE ¼, LESS THE SOUTHERLY 492.5 FEET OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, SITUATE IN THE CITY OF DUNEDIN, FLORIDA;

LESS AND EXCEPT:

LANDS PLATTED AS PLAZA HEIGHTS, PLAT BOOK 43, PAGE 74, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA;

LESS AND EXCEPT:

ANY PORTION OF DEED BOOK 775, PAGE 533 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, LYING WITHIN THE SOUTH 492.50 FEET OF THE NORTHWEST ¼ OF THE OF THE SOUTHEAST ¼ OF SECTION 34, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA.

CONTAINING 12.0 ACRES MORE OR LESS.

**[Remainder of Page Intentionally Left Blank]**

**EXHIBIT 66 A**





## EXHIBIT "B"

### Complex Facilities

All facilities and improvements, including parking, now existing and as improved in the future, on the following parcels of land (which together occupy approximately 58.5 acres):

#### **1. Engelbert Site (Blue Jay Complex Boundary Survey 1977)**

THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA AND LOTS 8 AND 9, PINELLAS GROVES AS RECORDED IN PLAT BOOK 3, PAGE 15, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

LESS THE EAST 320.0 FEET OF THE NORTH 140.0 FEET OF THE WEST 900.0 FEET OF THE SOUTH 200.0 FEET SAID SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ IN THE SOUTHWEST ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST. CONTAINING 1.0 Ac MORE OR LESS.

LESS THE EAST 15.0 FEET OF SAID LOTS 8 AND 9 LYING WEST OF BLOCK "N", RAVENWOOD MANOR SUBDIVISION AS RECORDED IN PLAT BOOK 70, PAGES 92-94, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. CONTAINING 0.44 Ac MORE OR LESS.

REMAINING PARCEL: 27.4 Ac MORE OR LESS.

#### **2. Vanech Site (Stevens Jones Boundary Survey 1987)**

THE SW ¼ OF THE NE ¼ OF SECTION 24, TOWNSHIP 28 SOUTH, RANGE 15 EAST, PINELLAS COUNTY, FLORIDA, LESS THE NORTHERLY 520.00 FEET AND THE SOUTHERLY 400.00 FEET THEREOF; AND THE NORTH HALF OF THE NE ¼ OF THE SW ¼ OF SAID SECTION 24, LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 4237, PAGE 1115 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST, AND THE SE ¼ OF THE NW ¼ OF SAID SECTION 24, LESS THE NORTHERLY 494.00 FEET THEREOF, AND LESS A PART THEREOF CONTAINED IN PROPERTY DESCRIBED IN O. R. BOOK 4237, PAGE 1115 AND O. R. BOOK 4239, PAGE 345 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, AND SUBJECT TO THE OCCUPATION OF GARRISON ROAD ON THE WEST.

#### LESS:

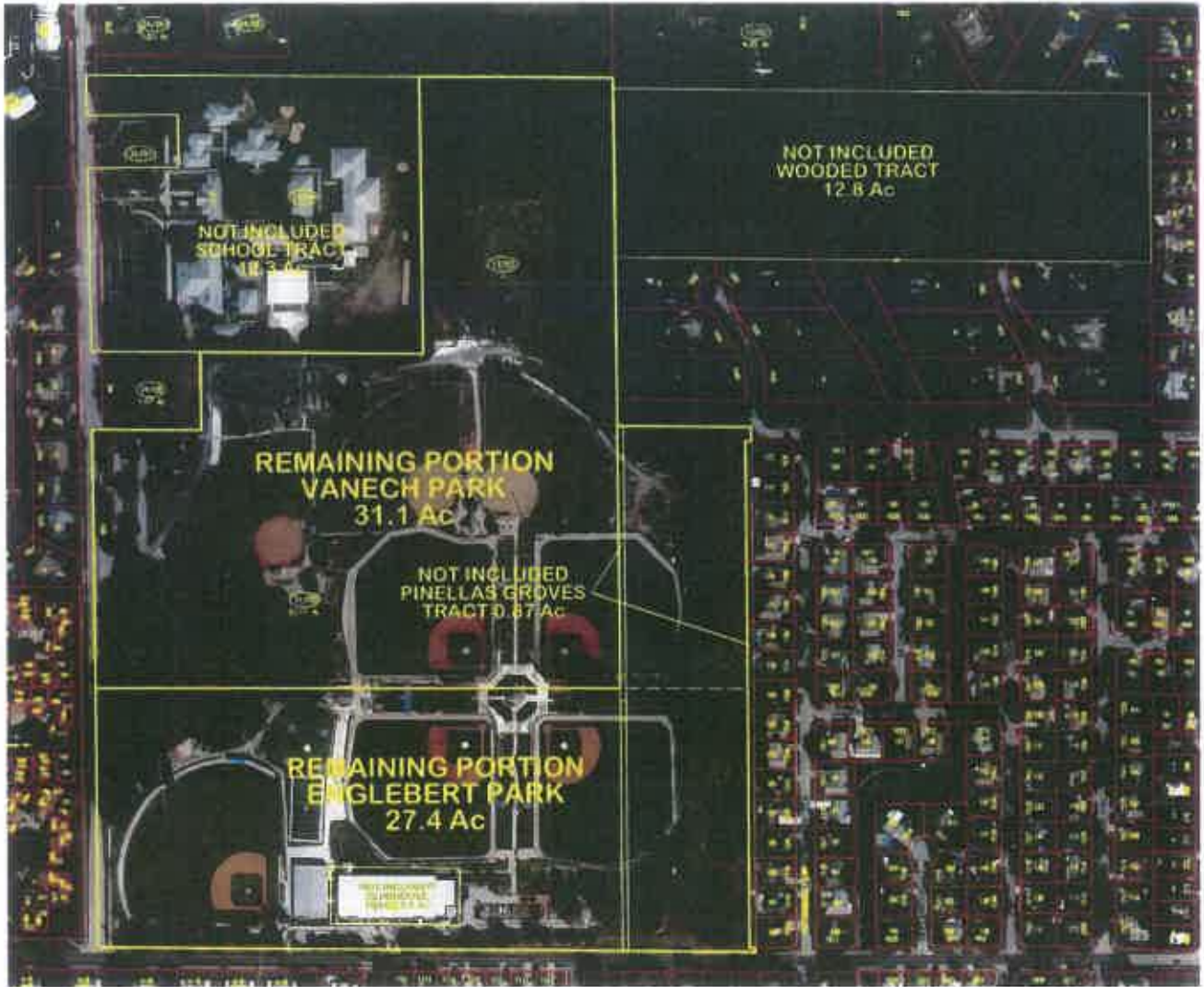
COMMENCE AT THE CENTER OF SECTION 24 GO NORTH 400.06 FEET TO POINT OF BEGINNING, EAST 1335.34 FEET, NORTH 417.35 FEET ALONG THE EASTERN BOUNDARY OF THE SPANISH ACRES SUBDIVISION. THENCE WEST 1335.55 FEET, SOUTH 417.35 FEET TO THE POINT OF BEGINNING. CONTAINING 12.8 Ac MORE OR LESS.

LESS SCHOOL BOARD PROPERTY DESCRIBED IN OFFICIAL RECORD BOOK 7021, PAGE 252 OF THE PUBLIC RECORDS OF PINELLAS COUNTY. CONTAINING 12.3 Ac MORE OR LESS.

REMAINING PARCEL: 31.1 Ac MORE OR LESS.

**EXHIBIT "B"**

**Illustration of the Above-Described Lands and Associated Acreage**



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**EXHIBIT "B"**



**LEGEND**

- 1 Major League Practice Field
- 2 Minor League Practice Field
- 2a Shared Use Practice Fields
- 3a Major League Half Practice Field
- 3b Minor League Half Practice Field
- 4 Clubhouses (Major and Minor)
- 5a Major League Indoor Batting Tunnels (5)
- 5b Minor League Indoor Batting Tunnels (8)
- 5c Minor League Outdoor Batting Tunnel (2)
- 6a Major League Player/Staff Parking (150 Spaces)
- 6b Minor League Player Staff Parking (200 Spaces)
- 7a Major League Agility Field (Covered - 28 X 50 Yrds)
- 7b Minor League Agility Field (Open Air - 26 X 50 Yrds)
- 8 Existing Storm Water Management Area
- 9a Major League Gang Mound (10 Plates)
- 9b Minor League Gang Mound (10 Plates)
- 10 Observation Tower
- 11 Maintenance
- 12 Inclined Agility Field (10 Deg./5.5 Yrds X 55 Yrds)
- 13 Adjacent City Building
- 14 Existing Parking Lot Access
- 15a Possible New Storm Water Management Area
- 15b Possible New Storm Water Management Area
- 16 Solon Avenue Parking Lot

**Exhibit "C"**  
**Improvements**

Ver. 3.0 - As of September 9, 2016

**TORONTO BLUE JAYS**  
**FACILITY IMPROVEMENTS CONCEPT**

**PROGRAM / NEEDS ASSESSMENT**

**GAME DAY STADIUM AT DOUGLAS AVENUE SITE (EXISTING LAND)**

**AND**

**COMBINED MAJOR AND MINOR LEAGUE DEVELOPMENT COMPLEX AT SOLON AVENUE**  
**SITE (WITH ADDITIONAL LAND TO THE NORTH)**

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**Table of Contents**

<b>DOUGLAS AVENUE SITE (STADIUM SITE)</b> .....	62
Stadium Improvements .....	62
Douglas Avenue Clubhouse and Office Space Review and Upgrades .....	71
Other/Exterior .....	71
<b>SOLON AVENUE SITE (COMPLEX SITE)</b> .....	73
Fields and Exterior Areas .....	73
Joint Major / Minor League Offices and Reception .....	79
Shared Spaces .....	79
Major League Operations Offices .....	80
Minor League Operations Offices .....	80
Florida Operations Offices .....	81
Joint Major / Minor League Clubhouse Spaces .....	82
Clubhouse and Training Spaces for Exclusive Use of Major Leaguers .....	85
Clubhouse and Training Spaces for Exclusive Use of Minor Leaguers .....	88

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### DOUGLAS AVENUE SITE (STADIUM SITE)

#### Stadium Improvements

**Renovation of the stadium to bring it up to modern-day standard, including the following key amenities / elements:**

- **Seating.** Stadium capacity of 8,500 based on:
  - Fixed seating for 6,500 people. Assume 19 inch "flip up" seats
  - Standing room, berm seating and "alternate seating" space (such as at least one "party deck", and four tops / high top seating on outfield portion of boardwalk) for 2,000
- **Shaded seating and protective netting.**
  - Significant number of shaded seats (high percentage of overall seating, including shading for some of the higher priced seating areas and, if possible, some portion of the berm). Might be achieved by extending the existing overhang (if engaging in a renovation) or by some entirely new structure or overhang.
  - We note that in boardwalk areas we're advised that trellises are not sufficient for shading, so we suggest another idea be presented.
  - Protective netting required in areas around home plate, down lines and behind dugouts. May also be needed in front of berm if that area is in direct line of foul balls.
- **Boardwalk.** Outfield "boardwalk" permitting 360 degree fan circulation around the stadium, with sufficient space on outfield portion of the boardwalk for:
  - good-sized "tiki" bar
  - additional smaller bar located in opposite corner room for 8 – 10 stools across
  - requires fixed food concession area, preferably including BBQ grills (\*definitely need to have a permanent bbq location somewhere and we have included a fixed concession stand at this location below under "Food and Beverage Concessions and Related", below)
  - requires a spot for at least one (1) temporary food concession stand
  - Fixed merchandise store of between 700 and 900 square feet
  - men's and ladies' washrooms (sufficient to meet code and capacity requirements)
  - 4 tops seating and high top stool seating, including stools and ledges along front of boardwalk (final numbers will be determined based on length of boardwalk and layout of other items).
    - Once we determine the length of the boardwalk we can determine the number of stools and 4 top seating which is needed on the boardwalk.
  - If possible, would like to have some means to access to the boardwalk from our office space (could be a short stairwell with a door a secured door at the top).
  - Would like to see if the boardwalk could connect to the ground floor concourse (whether by stairs or ramp), as opposed to the second level concourse.
- **Luxury Suites.** Want a total of five (5) luxury suites:



## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- 3 of which can be either separate or combined into 1 large party suite (these would be intended as the saleable "fan" suites),
- 1 of which would be a players' family suite geared towards players' wives/families.
- 1 of which would be an "owner's suite", located directly behind home plate.

Each suite should have about 325 square feet of interior space. Optimally, all should have outdoor seats and washrooms (although if space was too limited to permit independent washrooms, the 3 combinable suites could possibly have shared washroom accessible from the suite hallway). Each of the five (5) suites should have outdoor seating for 12 and total capacity of 20.

- **Box Office.** Florida Auto Exchange Stadium currently has 4 windows for selling and 2 for will-call. It does not contain any offices.
  - *We require ten (10) exterior-facing box office windows (2 will call, 1 VIP pick-up, 7 selling) and a further two (2) box office windows that face the inside of the building.*
  - *We require two (2) permanent office spaces inside the box office (to house box office manager and supervisor).*
  - Optimally, box office would be located near primary stadium entrance.
  - Box office will need speakers and microphones to speak with customers and monitors above the windows (for messaging).
- **Entrances.** Greater number of game day stadium entrances than the two (2) that currently exist (Florida Auto Exchange Stadium really only has 1 main entrance and 1 gate that is used for season ticket holders). *Would like to have two (2) "main" entrances, one (1) smaller entrance for season ticket holders, and one (1) separate Staff-only entrance (which would have the office access control system).*
  - *Need to add a covered area at all entrance locations - the covered area will be used for our metal detectors and any design should account for the space needed for same.*
- **Public Concourses.** Two concourse levels (likely one at grade and one above grade, connected to the boardwalk).
- **Elevators.** Addition of at least 2 elevators (currently have 1), *for a total of three (3) elevators to bring people and food to 2<sup>nd</sup> level.* Possible locations would be 1 behind home plate, and one each down each first and third base lines. Optimally, each elevator location should have adjacent stairs (currently no such stairs exist).
- **Public Restrooms.** Appropriate number and distribution of public restrooms for the number of fixed seats and total building capacity. *Expectation is that this will be developed based on current laws and stadium standards.* Note that Florida Auto Exchange Stadium currently has only 2 locations (women have total of 8 sinks, 16 toilets and men have a total of 7 sinks, 9 toilets and 9 urinals).
  - As noted elsewhere, we will need public restrooms located on the boardwalk, and also within the main *Jays Shop* merchandise store (for use during non-game days).
- **Bullpens / Gang Mounds.**
  - At the present time, the stadium has six (6) "private" Blue Jays gang mounds in close proximity to the office / clubhouse building. The mounds are covered by netting to ensure that any home run balls do not strike persons using the mounds. *To the extent possible within the ultimate*

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

*renovation design, we would like to retain as many of the existing gang mounds as possible, but in any event not less than 3.* There is no need or desire to upgrade or improve these mounds.

- Adjacent to the mounds is currently a tower where Blue Jays bullpen pitchers sit during games. The current towers are not shaded and are spread too far apart. In all likelihood, the new boardwalk will be passing through this area, and the design needs to include a space for bullpen pitchers to sit in this area, with shade and view of the field.
- Visiting team needs 2 bullpen mounds. These can be very basic and placed anywhere that makes sense in the renovated stadium. Will also need appropriate tower.
- **Dugouts.** Dugouts size needs to increase (both length and width) as compared to what presently exists at Florida Auto Exchange Stadium in order to properly accommodate players and uniformed coaches. Plan needs to include enough space for photo bay / photo dugout at end of each dugout (not covered). Bullpens are accessed from the field only and that can remain the case (no tunnel needed). Club will want to see specifics of proposed dugout dimensions on any proposed plans.
- **Wiring/cablng.** Supply and install integrated cabling for state-of-the-art internet and television and radio broadcast. Broadcast Truck Cabling to include current industry-standard broadcast copper and fiber-optic trunks, including DT-12 audio, coaxial video, Triax camera, SMPTE311 Hybrid camera fiber and single-mode ST fiber optic trunks. All broadcast cabling bulkheads in areas subject to the elements should be mounted in weatherproof NEMA-rated enclosures. At minimum, television bulkhead locations should include, Low 1st Base, Low 3rd Base, High 1st Base, High 3rd Base, High Home, Center Field, Outside Home and Visiting Locker Rooms, and all TV and Radio booths. All broadcast trunk lines should terminate at an interconnect rack room near broadcast truck parking location (see below, seeking space for two (2) broadcast trucks). Eventually, Toronto IT and stadium engineering can assist in setting out the final specs.
- **TV and Radio.** Five (5) booths in total: two (2) TV booths, two (2) radio booths and one (1) booth that is capable of being used for TV or radio.
- **Public Address/Video board Control Room Booth.** Need one (1) large PA booth/control room of approximately 500 square feet, and associated equipment. Room would need to house approximately 12 people and equipment (current booth only has room for 3 chairs and is about 5' x 10'). Equipment would depend in part on the specific video boards and other electronics that get installed. Assume that final specs would be developed in conjunction with whatever consultant helps design the video board and stadium PA systems, however, we anticipate that:
  - Video board Control Room facility would be designed to incorporate four (4) live cameras (including one wireless camera), video replay and playback capabilities, as well as graphics display capabilities. Video display software should be integrated into baseball scoring system
  - Room will also house main PA mixing console and PA Announcer
- **Scoreboard and Other Boards.** Although the final specs should be established in conjunction with a consultant who has expertise in these things, we generally require the following scoreboards/signage spaces and costs should be included in any cost estimates:

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- New 16x9 true HD main LED display. Needs to be large enough for replays and to be able to split the screen when needed (e.g. to show lineup or other items). Anticipate needing at least 40 feet wide. May want additional videoboard element running along the bottom, to show innings and scoring info, but final layout would have to be determined at later date.
- Radar speed display capability integrated into video display software.
- Would probably want a space above the main videoboard to display signage with the stadium name and some team creative (e.g. our stylized "Toronto Blue Jays").
- Would probably want a space below the main videoboard for sponsor information or signage.
- Additional smaller scoreboard (probably to be placed above stands on 1<sup>st</sup> base side) to display score, count, inning. This is needed for people watching from the boardwalk and berm areas. May not need to be a true "videoboard".
- LED signage above box office windows, to announce upcoming games, etc.
- Free-standing signage structure incorporating LED screens (minimum of two) for video messaging, for installation at corner of Douglas Avenue and Beltrees Avenue. Structure and screens need to be large enough to be seen from a distance (estimate that screens would need to be 8 feet by 6 feet or thereabouts)

*We understand that new videoboard was recently installed in Clearwater (Phillies) and that plans are currently being developed in Lakeland (Tigers). In Toronto, we have worked with Daktronics and could ultimately assist in making contact with them.*

- **Audio.** New distributed sound audio system up to current stadium standards (with separate audio zoning capabilities in the concourse area and outside the main gates). Audio software provisions for live music playback, recorded gate announcements, and routing of radio or television audio to concourse areas. Currently, Florida Auto Exchange Stadium speakers are located only on outfield scoreboard. New system would have to be able to be heard at all stadium locations.
  - Baseball press area to include two desktop-style push-to-talk microphones for the official scorer and media relations rep with the ability to page into the press area. This feed should also be available on the sound system network, and at the interconnect patch room for distribution to television and radio broadcasters.
- **Media Areas:**
  - **Press Box** - Larger press box than currently exists - require room for 50 to 60 persons and all having a view of the field. Assume this will require at least 1,600 square feet (65 x 25). *Should not be in the prime locations, as we wish to save those for fans and executives.* Could be off to one side if necessary having regard to the placement for other items. Require power, wi-fi, Ethernet and other standard hookups. Also need phone between press box and dugout.
    - Washrooms - Addition of media-only washrooms in vicinity of press box (there are none at current Florida Auto Exchange Stadium)
    - Drinks - Replace press box refrigerator/bottled beverages with soda dispenser (and associated lines),
  - **Press Toilet Rooms.** Two (1) single person washrooms (one male and one female) within the Press Box area. Total space needed is 160 square feet.
  - **Stadium and Press Box Entrances** - Dedicated media entrance/exit for media and staff at stadium and stair access to press box/press areas (currently the press has to access by walking through the public seating areas). Need to ensure ability for press to leave the facility after hours. Right now, at a certain point after the game, stadium gates are locked and for any press



## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- that stay behind in the press box, there is no flexibility to allow those persons to exit the building and have a door lock behind them automatically. Providing a subway-style, exit only gate may serve the need here.
- *Access to photo/camera dugouts* – would like there to be a way for press to access photo/camera dugouts without needing to enter the field of play,
  - *Parking* - Additional parking for media is needed (see parking heading)
  - *Media Dining and Related* - Current media dining room at Florida Auto Exchange Stadium is at grade and under the stadium structure near shallow right field. *If that portion of the stadium will remain intact then we are prepared to continue to use that same space for media dining, with only very minor upgrades (e.g. paint and some new furniture, counter workstations around exterior walls and possibly some electrical and Ethernet outlets and wiring).*
    - Food could be prepared and delivered from the main concessionaire prep kitchen / commissary. Alternatively, the current media dining room does have an adjacent kitchen but it would need upgrades to make it usable.
  - *Media Work Facilities* – right now there is small media work room located on the ground floor of the offices/clubhouses building, located near Blue Jays reception. It is a little bit tight, however, we are fine with retaining that and potentially adding some work spaces to the media dining area (see prior bullet point). Should probably review the existing work room to see whether it requires some minor improvements (e.g. electrical upgrades or Ethernet).
- *Center field camera well.* Currently the main center field camera well is off center (towards LF) and too low. Would like to relocate CF cameras to a slightly higher, more centered location, similar to CF camera angles in Major League stadiums.
  - *Merchandising:*
    - Large fixed merchandise store (*Jays Shop*) – probably at minimum 3,000 square feet in a high traffic area with good visibility,
    - Storage space of at least 1,000 square feet,
    - Secondary merchandise shop on the boardwalk (800 square feet) or some reasonable substitute (e.g. substantial merch kiosk or kiosks)
    - Need a 150 square foot room for counting money and reviewing all receipts, which room needs to be equipped with a safe
  - *Paramedics.* Require a paramedics' office and appropriate space to help guests. Need about 250 square feet and needs to include 3 beds, 3 sinks and hot and cold water and 1 toilet.
  - *Customer Service.* Need a Customer Service office, with a small space for guests, located in an easily accessible area and with a view of the main concourse near the main stadium entrance. Need about 125 square feet.
  - *Food and Beverage Concessions and Related.* Increased food and beverage concessions capabilities (including upgraded commissary with easy access to elevator to second floor, upgraded preparation areas, refrigeration, etc.). Final specifics (including number and location of fixed concessions and

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

number and location of mobile units) will depend on the ultimate stadium design and layout but core needs would be:<sup>1</sup>

- New properly ventilated and lit office space (700 to 1,000 square feet) for concession company management staff. Should be located in proximity to primary concession stands,
- Dedicated, well-ventilated preparation, cooking and storage area of at least 2,000 square feet which should include, at a minimum,
  - 225 square foot walk-in freezer (including appropriate storage racks)
  - 225 square foot walk-in refrigerator (including appropriate storage racks)
  - Large Ansel Exhaust Unit
  - Double sized ice machine
  - Eight (8) large prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Appropriate shelving for dry good storage
- At least two (2) large concessions stands (one on first base side and the other on 3<sup>rd</sup> base side) in the main (ground level) concourse area, with each stand having space for eight (8) points of sale and four (4) beer or fountain service spots. Both stands require food preparation area and should also include:
  - Large Ansel exhaust unit
  - Ice machine and all necessary water hook-ups
  - Sinks and associated plumbing
  - At least one 100 square foot walk-in refrigerator in each fixed concession location (including appropriate storage racks),
  - Enough space for 3 prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Beer and fountain drink taps, lines and equipment
- At least one (1) smaller concession stand located in the outfield (possibly behind batters eye) with space for six (6) points of sale and three (3) beer or fountain service spots. Stand requires food preparation area and should also include:
  - Large Ansel exhaust unit
  - Ice machine and all necessary water hook-ups
  - Sinks and associated plumbing
  - At least one 100 square foot walk-in refrigerator (including appropriate storage racks),
  - Enough space for 3 prep tables
  - Commercial griddles, grills, fryers, warmers and impingers
  - Beer and fountain drink taps, lines and equipment
- Large Tiki Hut (i.e. liquor, beer and non-alcoholic drink service location) located in the outfield area should be approximately 30 feet long by 10 feet wide. Should include televisions, bars and stools, refrigeration, taps, etc. Should be covered to protect staff and patrons from the elements.

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<sup>1</sup> As designs are created we want to ensure that the concessions are being designed appropriately and in accordance with industry standards for similarly sized buildings and the specific seating and other unique elements of this facility. Listed items are minimum requirements only and should not limit what is necessary and to be included.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- Optional smaller Tiki hut located along the 3<sup>rd</sup> base left field (would need to be approximately 10 feet wide by 12.5 feet)
- Awnings for all concession stand that are exposed to the elements,
- Rubberized flooring in all concession stands,
- All necessary electrical capacity and hook-ups for fixed and mobile concessions.
- We currently have fifteen (15) temporary / mobile food and drink points of sale at Florida Auto Exchange Stadium. Will require more than that at renovated location and project plan needs to include the space for same and the units themselves.

Anticipate that stadium concepts and cost estimates will include above, along with any other elements and equipment that are in line with current-day standards.

- *Enclosed Bar / Restaurant Area with Field View ("Craft and Draft Area").* Would like to have an air conditioned, indoor bar/ restaurant location (like in Sarasota) with a view of the field (through windows) and monitors to show the game as well. This space would provide fans with an opportunity to get out of the sun and be able to eat and drink. Would probably need about 2,400 square feet and it would contain a bar, high top tables and high chairs. Would not have kitchen facilities attached. Instead simple food items would be prepared in main floor concessions / commissary spaces. Small pantry with refrigeration would be attached to the area (approximately 120 square feet). Goal is to be able to hold about 80 people. On non-game days the area could be used for group events or meetings. *Would like to see if it could be located near the upper part of the building on the 1<sup>st</sup> or 3<sup>rd</sup> base side (past any suites).*
  - If being built behind a seating section and additional deck needed in order to finish off the area then the additional deck area need not be enclosed or air conditioned (i.e. there could be an adjacent outdoor area of approximately 1,700 square feet that is accessible from the Craft & Draft area and/or seating bowl). Will allow for future expansion and/or modification.
- *Visitor's Clubhouse and Related.* New visitor's clubhouse of approximately 3,600 square feet total. Should be a very basic clubhouse, including:
  - Better lighting, appropriate flooring, water fountains,
  - Manager's office / locker room of approximately 200 square feet with room for a desk, locker, and a few chairs
  - Coaches locker room with space for 8 lockers (approx. 350 square feet for the locker room and approx. 200 sf for the washroom (hope to accommodate 5 showers, 3 sinks, 2 toilets and urinal)
  - Players Locker Room (all new basic lockers with chairs) with 30-35 lockers, and counter space for food and baseball equipment (approx. 1,600 sq. ft.)
  - Players washroom/showers with 5 sinks, 3 urinals, 4 toilets and 10 shower heads (approx. 550 square feet)
  - 200 square foot laundry room including 2 commercial washing machines, 2 commercial dryers and storage area (along with associated power, plumbing and drainage),
  - Small kitchen (100 square feet) with fridges, oven and counter space for Clubhouse attendant to prepare food,
  - Adequate power outlets for players and staff to plug in phones and tablets, and
  - Training area with 3 training tables, a wet area with above-ground stand-alone hot and cold tubs, counter space for use of trainers' equipment and supplies (approx. 400 square feet).

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- *Umpire's room.* Upgraded umpire's room, with locker area approximately 15 feet x 20 feet in size (total of about 300 square feet), optimally located next to visitor's clubhouse (could be in same building if visitor's clubhouse requires a new building). Some of the specifics include:
  - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
  - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that)
  - AC, Cable TV, and Phone
- *Staff locker room and Lunch Room.* Game day staff locker room, washrooms and lunchroom needed. Anticipate that the locker room portion would require about 400 square feet and the eating area would need about 500 square feet. Another 300 square feet needed for washroom area.
  - Would like to find a way to allow the space to be unisex (for example, there would be a single small "locker" room, perhaps with just open storage, along with 3 or 4 adjacent small private areas of 10 feet x 5 feet, each with a toilet, sink, bench and mirror for people to change in). Does not matter where exactly within the stadium this space is located, except that it should not be within the office / clubhouse area.

If space permits, could be placed within same building that incorporates visitor clubhouse.

- *Green Room / Female Locker Room.* Would like a small additional space, with associated washroom/shower, capable of housing 5 people. Could be used for women attending fantasy camp and other similar uses. Would need about 500 square feet (180 SF for toilet/shower and 320 SF for the locker room). If new building needed for visitor clubhouse (above), this space could be in the same building, space permitting.
- *Grounds crew / Maintenance areas.*
  - Need approximately 2,000 square feet of indoor space for shed storage, maintenance equipment, repair and maintenance of equipment, and commercial washer and dryer. Requires at least 1 large garage door, so that golf carts, lawnmowers, etc and get in and out. Needs to be heated/air conditioned and have hot and cold water service, sinks, etc.
  - Need an additional 800 square feet of work space, to include 1 work office (100 square feet), a locker and lounge area (400 square feet, including 8 lockers), a washroom area with 2 showers, 1 toilet, 1 urinal and 2 sinks (200 square feet). Heated and air conditioned.
  - Need 1,000 square feet of exterior storage space for dirt, fertilizer etc. Will need to include 4 concrete openings (open at top and front) of about 10 x 10 each to hold supplies.
- *Public Parking.* Significantly increased public parking capacity (controlled by Club). Currently have only 210 guest parking spots for sale and would want as much as possible (whether at ground level or in some kind of parking structure)
- *Security Access.*
  - Automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations.* If

## **Exhibit "C"**

### **Improvements**

Ver. 3.0 - As of September 9, 2016

necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.

- Many doors at the stadium and office building use key locks (e.g. concession stand doors, individual offices, and individual suites). We assume that this will remain so, however, upgraded lock and key system would need to be installed.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Douglas Avenue Clubhouse and Office Space Review and Upgrades

**N.B.** Under this current plan, the intention is that the stadium and related offices/clubhouse spaces would be used only for Spring Training game days (and Florida State League games). Therefore, we are recommending that the existing office / clubhouse building not be materially renovated in any way. That said, we do think that there will need to be some review of the building and its roof, structure, walls, electrical, HVAC, and plumbing and other similar systems and components and those upgrades as are necessary to that the building is both safe and serviceable over the long term. We would ask that the review and upgrades be recognized in the project scope and cost.

### Other/Exterior

- **Main Stadium Playing Field.** If retaining existing field / footprint, redo the grading of the field and playing surface to allow for proper drainage (currently our stadium slopes approx. 3 feet from the outfield to home plate).
  - Stadium dimensions should be the same as *Rogers Centre* in Toronto.
  - Outfield wall pads need to set at same height at *Rogers Centre*
  - Distance measurements should be marked in same place/manner as *Rogers Centre* outfield.
- **Half Field.** There are currently two (2) half fields (one to the North of the stadium and one to the South). *Only need one (1) half field ultimately and would suggest that we retain the one to the south (closest to clubhouse building).* The retained half field does not need to be upgraded.
- **Visiting Batting Tunnels.** There are currently 2 batting tunnels for visiting team use. *If space allows, we will still need 2 basic covered batting tunnels for visiting team use. New or upgraded lighting necessary.* Could just be placed under the boardwalk or next to the grounds crew area.
- **Blue Jays Batting Tunnels.** Right now Florida Auto Exchange Stadium has 3 covered batting tunnels for Blue Jays use. Desire is just to retain those batting tunnels. *No additions or renovations necessary.*
- **Baseball Operations' Robotic Cameras and Wiring.** In other portions of this document we have indicated that there will be a need to wire the stadium for TV, radio, feeds, and, of course, all ordinary clubhouse/office needs (phone, internet, cable, etc.). The larger plan needs to ensure that all appropriate areas are interconnected and all designs and costings should take that into account. In addition, to the aforementioned needs we would require the following for Baseball Operations purposes.
  - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities at the Major League stadium. Would include:
    - One (1) permanent camera installation in centerfield
    - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line).
    - Minimum of six (6) additional cameras (not permanently affixed) in order to be able to install at any and all of the following six (6) locations: high home plate, low home,

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

center field, 2 at 1B side (open side hitter and catcher), 2 at 3B side (open side hitter and catcher).

- All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
- All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs and room sizes for server rooms should reflect that.

- *Security Cameras.* Install security cameras around exterior and interior of the stadium (Blue Jays can assist with more specifics when appropriate, as there is some experience with these in Toronto)
- *Team parking.* Currently, the secured lot has 101 spots. *There is no need to add parking to this lot, since the stadium will be for game-day use only.*
- *Grounds Crew and Media Parking.* Add 10 or more parking spots to the grounds crew/ media / visiting team parking on the North side of the stadium
  - There are 36 spots on the north side of the building for grounds crew/media/visiting team parking, so new total would be 46 or more.
- *Broadcast Truck Parking and Power.* Ensure ample space to park and hook up broadcast trucks (at least 2 per game) (approx. 64'x24' footprint each). As noted above, would want to be located close to built-in pre-wired television cabling interconnections. Ensure a minimum of two (2) 400-amp, 208V, 3ph or four (4) 200-amp, 208V, 3ph electrical services for Broadcast Trucks. These services should be cam-lok series J compatible connections, with local disconnects.
- *Backup Power.* Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 100 KV required.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### SOLON AVENUE SITE (COMPLEX SITE)

Current plan seeks to create a state-of-the-art Major and Minor League training complex at the Solon Avenue site, by using all of the property that is currently in use for the team's minor league complex and fields PLUS certain property to the North (which is presently occupied primarily by a City-owned park, softball fields and associated parking).

*While existing field layouts and orientations should be preserved to the extent possible (in order to avoid unnecessary costs), consideration should be given to constructing the new training complex building (and related field house / batting tunnel building) on land that is currently occupied by a field, if doing so would result in the best and most functional use of the property.*

At a very high level (i.e. site plan level), the current plan would result in a clubhouse building (i.e. not including batting tunnels / field house) with training facilities on the main floor and offices on the second floor, 4 and ½ fields for Minor League use, 2 ½ fields for Major League use, 1 open air agility field for Minor League use, 1 covered agility field (turfed) for Major League use, 1 inclined agility field for shared Major / Minor League use, 13 batting tunnels (either combined in a single large structure, or split with 8 Minor League and 5 Major League), 10 ½ Minor League gang mounds and 8 ½ Major League gang mounds.

### Fields and Exterior Areas

- **Four (4) Full Fields Minor League use.** Require four (4) full fields for Minor League use. Although the site already has fields, due to subsoil and other issues, at least two (2) would likely have to be moved and would have to be dug down to a significant depth and basically redone from scratch (because the move and/or subsoil issues may require the installation of a geogrid, compaction or other forms of remediation). The other two (2) are anticipated to require substantial work, even if slightly less than the first two (2).
  - Each field should have four (4) bullpen mounds (2 home, 2 visitor) associated with it
  - Each field should have two (2) dugouts
  - Each field should have a "batters eye"
  - Each field should have a scoreboard
  - Each field requires outfield wall fence (as opposed to padding)
  - **Security and Special Fencing.** It is possible that we would consider turning 2 or 3 of these Minor League fields over to the City between April and November each year. For that reason, site should be designed so that there is some parking and access to these fields from a spot that is separate from the clubhouse and team parking area. Also, would need to design site in such a way that there is a flexible fencing system allowing the clubhouse, batting tunnels, gang mounds, agility fields, team parking and all "team only" fields to be fenced off from the areas turned over to the City.
  - **Lighting.** The City has indicated that it would like to have lighting on the fields it will use (likely 2 fields). Although such lighting is not required for Blue Jays uses, at this time design and cost estimates should assume that two (2) of the Minor League fields will be lit. Lighting does not need to be to Major League Baseball broadcast standards and existing lighting infrastructure should be used as much as possible.
- **Viewing Tower.** New viewing tower with shading and views of as many Minor League fields as possible (will depend on site design).



## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- *Observation Area* - Would like tower to be shorter than the standard minor league viewing tower (about 12 feet from ground to floor of observation area). Need power outlets and wi-fi access from observation area. Counter / ledge surrounding observation area should be wide enough to use as work space. If possible, optional enclosure (not permanent) through sliding glass windows or screens to shield wind for phone calls would be nice to have.
- *Storage and Training Area* - Desire for there to be an *air conditioned storage and training area incorporated into the base of the viewing tower*, which would include:
  - 150 square foot storage space
  - Electricity
  - Filtered water spigot (and space to fill coolers and bottles)
  - Racks for coolers
  - Refrigerator
  - Ice Machine
  - Small private (i.e. walls and door, but very small) "Satellite Training Area" with space for at least 1 trainers table
- *Public Washrooms*. Require public washrooms in base of tower. Men's would include at least 2 toilets, 2 urinals and 2 sinks. Women's would include at least 2 toilets and 2 sinks. As with all washrooms, would need to meet applicable codes and other regulations.
- *Concessions*. Also require small concessions stand to be located within the base of the viewing tower, including:
  - Refrigerator, impinger, grill, water and fountain soda unit and lines, and 2 points of sale
  - All necessary wiring, plumbing, drainage, venting, etc
- *Charting Tables behind home plate of each field*. Seating and small charting tables behind home plate of each field. Want to be able to ensure that those are shaded in some way (but without restricting ability of people to view from the tower, etc.).
- *One (1) "Half Field" for Minor League Use*. Require a "half field" for Minor League use. As with the full Minor League fields, might be turned over to the City for portion of the year so that should be taken into account in site design. Would like this half field to be artificial turf so that it dries quickly after rain. The site design may allow the current half field (which is artificial turf) to remain intact.
- *Covered Indoor Batting Tunnel Structure with eight (8) tunnels for Minor League Use*. Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
  - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
  - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.
- *Four (4) Outdoor Batting Tunnels for Minor League Use*. These outdoor tunnels should be placed near the Minor League fields with easy access from the fields. Would like these to be split into two (2) sets of 2 tunnels.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Ten (10) gang mounds plus one (1) "half mound" for Minor League Use.**
  - 10 full mounds could be placed together or split 5 and 5.
  - The half mound (i.e. shorter mound with more gradual incline, used for rehab work) should be built in line with the full mounds.
  - Area between mounds and plates should be artificial turf to ease upkeep.
- **One (1) Open Air Agility Field for Minor League Use.**
  - Must be approximately 50 yards long x 26 yards wide and would like artificial turf for this field so that dries quickly after rain and to hold up better to heavy use.
  - **Tartan Track and Sand Pit.** Would like track-and-field style "Tartan Track" rubberized running lane (approx. 40 yards long and 3 yards wide) for sprints with a standard-sized sand pit (roughly 10 yards x 3 yards) at the end of the lane. These can be placed along one side of the open air agility field.
- **Two (2) Full Fields Major League Use.** Require two (2) full fields for Major League use. Anticipate that any fields would have to be dug down to a significant depth and basically done from scratch (as there are subsoil issues that may require compaction or other forms of remediation). *These two fields will always be exclusively under team control and should be located close to clubhouse.*
  - Each field should have four (4) bullpen mounds associated with it
  - Each field should have two (2) dugouts
  - Each field should have a scoreboard
  - Each field should have a "batters eye"
  - Each field requires outfield wall padding (as opposed to basic standard fencing)
  - **Replica of Rogers Centre.** One (1) of the Major League fields should replicate the dimensions of *Rogers Centre*, including identical field dimensions, wall heights and outfield measurements marked in the same locations and fashion as they are at *Rogers Centre*. This field should also be artificial turf, with dirt infield, to dry quickly after the rain and better replicate *Rogers Centre*.
  - **Lighting.** Only 1 of the 2 Major League fields (the field with *Rogers Centre* dimensions) requires lighting.
- **One (1) "Half Field" for Major League Use.** Require a "half field" for Major League use. Will always be exclusively under team control and should be located close to clubhouse. Would like this half field to have artificial turf center with dirt infield to replicate *Rogers Centre* conditions.
- **Covered Indoor Batting Tunnel structure with Five (5) tunnels for Major League Use.** Structure should be well lit with high ceilings. Full mounds should be installed in each of the 8 tunnels to allow for indoor bullpen sessions in rain. Should have extra room around perimeter in order to accommodate benches, side work areas, and storage within caged space. Would like netting to be on pulleys to pull back manually as desired (believe the Tigers have implemented such a system in Lakeland). Require small video area integrated into batting tunnel structure.
  - Does not have to be air conditioned, but would like to ensure that there is adequate ventilation and fan system to ensure comfortable environment
  - N.B. - The Major (5) and Minor League (8) batting tunnels can be combined in one larger structure, depending on available site space. If the batting tunnels are combined into one larger structure, then only one video area is needed.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Eight (8) gang mounds plus one (1) "half mound" for Major League Use.**
  - The half mound (i.e. shorter mound with more gradual incline) should be built in line with the full mounds.
  - Area between mounds and plates should be artificial turf to ease upkeep.
- **One (1) Covered Agility Field for Major League Use.**
  - This agility field should be roughly 50 yards long x 26 yards wide
  - Field needs to be covered with artificial turf
  - *It should be enclosed on two (2) of the four (4) sides, and have a very high roof / ceiling* – in order to permit long toss and other drills during rain
  - While the two (2) open sides will allow some natural light, additional lighting will be required
  - Would like there to be water fountain / bottle filling station in this structure
- **One (1) Inclined Agility Field for Shared Major League and Minor League Use.** Require grass hill with incline of 6 to 8 degrees. Running area should be about 55 yards long by about 5.5 yards wide (however, if there is space to accommodate, we would like it to be even longer – up to 100 yards). Can be located near Major League fields but would be used by both Major and Minor League teams.
- **Protective Netting.** Depending on site layout, anticipate that there will be protective netting needs in many areas (particularly to shield homes, roads and other adjacent properties in the neighborhood from batted balls, particularly as on north side of the property). Protective netting should also shield any publicly accessible fan areas, as well as parking areas. If possible, netting should be designed to as to collect baseballs for later retrieval and reuse.
- **Grounds Crew.** Would prefer to have one (1) large building that incorporates all of the necessary spaces and amenities for grounds crew / maintenance purposes. Would need to include, at a minimum, the following:
  - **Main Maintenance and Repair Space.** Need an indoor space around 3,500 square feet to house:
    - Should include three (3) small (100 square foot) offices for repair and maintenance staff
    - Should include a locker room, lounge and washroom space for 15 people (estimating total of 500 square feet for both). Should have 3 showers, 2 toilets, 2 urinals and 3 sinks.
    - Large open space (2,700 square feet) with concrete floor, suitable for repair and maintenance of golf carts, mowers, and other equipment and storage of same
    - Requires minimum of 9,000 pound equipment lift
    - One or two large garage doors for access, along with regular door
    - Minimum of four (4) work benches and shelving along exterior walls
    - Require 1 industrial washer and 1 industrial dryer in this space (and associated power, plumbing and drainage)
    - Needs to be able to be used to store power equipment (mowers, lifts, packers, golf carts etc.).
    - Requires both standard and 220 volt power receptacles
    - Needs to have heat and A/C, as well as hot and cold running water and sinks
  - **Secondary Storage Shed.** Require one (1) separate secondary shed of 500 square feet to store supplies and small equipment.
    - Concrete floor
    - Requires minimum of 9,000 pound equipment lift

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- One garage door and one regular door
- Shelving along exterior walls
- Requires both standard and 220 volt power receptacles
- Needs to have heat and A/C, as well as hot and cold running water and sinks
- *Exterior storage space.* 1,200 square feet with concrete dividers (to create at least 4 discrete spaces for dirt, fertilizer, propane etc.
- *Baseball Operations' Robotic Cameras and Wiring.*
  - Install High Definition, robotic, remotely operated Pan-Tilt-Zoom (PTZ) cameras (and associated conduit and wiring) to permit recording and remote viewing of activities on all full Major League and Minor League fields. Would want the following at all of the full fields:
    - One (1) permanent camera installation in centerfield
    - Ability to set up three (3) temporary "clamped" locations (along home plate, along 1B line, and along 3B line). Each "clamped" location should be able to accommodate more than one camera.
  - Conduits and cabling for temporary "clamped" installation of high definition, portable, robotic, remotely operated PTZ cameras in all indoor batting cages and at all gang mounds.
  - All cameras and feeds should be able to be remotely controlled from a central locations (both stadium and complex video rooms), and available for viewing on web-based viewing software, as well as main video room servers.
  - All robotic cameras should be 1080i High Definition as mentioned above, with full HD frame rate recording. (29.97fps), along with iris, black level, ND filter and paint controls. These cameras will shoot in a number of conditions from full daylight, to overcast, to night under sports lighting. "Security grade" cameras are not sufficient. Require minimum of twenty (20) cameras.

Assuming this would involve installing conduit and cabling to permit feeds to terminate at some central server or other room at the building. As with the stadium, any and all wiring, conduit, etc. needs to be to high standards and below ground to ensure not affected by weather. It needs to be run to appropriate server rooms, etc. Costs should reflect that.

- *Staff/Player Parking (350 spots).* Require secured, paved parking for approximately three hundred and fifty (350) vehicles (for team staff and players). Needs to be located close to clubhouse building.
  - Possible that it could be divided into a lot for 150 (for Major League players, staff and executives, located closest to clubhouse) and a further lot for 200 (for Minor League players and staff). Want to ensure Major League team always has parking.
  - Would need small security hut for guard to sit indoor with electrical power.
- *Public / Overflow Parking (150 spots).* Parking for 150 located elsewhere on the property (possibly on exterior edge of property close to those of the Minor League fields which the City and/or community may have use of). This parking can just be basic grass parking.
- *Security and Access Control.*
  - Require appropriate security fencing for the site (some existing may be re-usable and other areas will require new, for example, where new fields are installed), along with a parking gate at the entrance to staff parking and a shed for security to sit in at the staff parking entrance.
  - Will require automated security access controls (not only for offices, but also for the parking gate). *One possibility is to have the same system in place at the main stadium offices and*

## **Exhibit "C"**

### **Improvements**

Ver. 3.0 - As of September 9, 2016

*clubhouse and the Solon Avenue training facility. Further, the Florida systems should probably be the same as those used in Toronto, so that Toronto staff can utilize a single pass set up for both locations. If necessary, we can assist with the specs, but the costs needed to be included in the cost estimates for this project.*

- Assume that a number of doors and spaces at the complex will use key locks (e.g. concession stand door, individual offices, etc). Require modern, secure lock and key system.
- *Security cameras.* Would want new surveillance cameras to be able to view the parking areas, main fields, as well as the interior and exterior of the clubhouse building.
- **Backup Power.** Require backup power generator and associated infrastructure for data and emergency power systems. Assume at least 250 KV required.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Joint Major / Minor League Offices and Reception

***We anticipate that all offices will be located on the second floor of the clubhouse building and that the offices will open onto a covered balcony with a view of at least one of the Major League fields. Would be useful for balcony to view one Major and one Minor League field.***

***Will need some kind of joint ground floor reception area for the clubhouses and offices. Would want it to contain some built-in display cases.***

### Shared Spaces

- ***Reception area.*** Approximately 200 square foot reception area on second floor to serve offices.
- ***Boardroom.*** Require one large boardroom of approximately 615 square feet (38.8 feet long x 15.8 feet wide) that can accommodate a table with seating for twenty two (22) persons. Should include a small kitchenette area (sink, water, bar fridge, counter, cupboards).
- ***Flexible Multi-Purpose Room.*** Room would be approximately 800 square feet and would constitute "flex" space for various meeting, training, treatment and other needs. Room should be equipped with small, wheeled tables (approx. 2 feet x 3 feet) that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary. Would prefer that this room be located in a spot that has relatively easy access to the clubhouse (even though this room will be on the second floor).
- ***Open Office Space.*** Require two (2) separate open office spaces (aka "bullpen" spaces) of approximately 450 square feet each (total of 900 square feet), with each space intended to accommodate multiple desks/cubicles. This open office space will be used by various staff members from Baseball Operations, Communications, Marketing, Player Relations, IT and other departments as necessary.
- ***IT Workspace.*** IT must have a separate work space of approximately 300 square feet, with storage for excess equipment and room for 2-4 employees to work comfortably. Would prefer this workspace to be physically separated in some fashion from other offices.
- ***Server Room.*** For safety reasons (e.g. floods), would want on second floor.
- ***Kitchen and Eating Area.*** Require a 300 square foot kitchen/eating area serving the offices. This area should include a sink, dishwasher, refrigerator, microwave, etc.
- ***Copy Room.*** Require a copy/office supply room of about 150 square feet.
- ***Men's and Women's Washrooms.*** Require 1 large set of washrooms for each gender serving the offices. Assume we will require 150 square feet for each bathroom (or, alternatively, could do 2 smaller washrooms for each of men and women).
- ***Janitor's Closet.*** 1 janitor's closet of approximately 100 square feet for equipment and supply storage.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Player Shoot Room.** For 3 to 4 weeks of Spring Training we require a room in which to be able to shoot audio / visual footage of players (e.g. throwing, jumping and batting action, interviews, and other content). Room needs to be 25 feet x 40 ft (1,000 square feet) and ceiling height of at least 13 feet. *This room can be on second floor and must be physically separate from weight room (to ensure that noise and music from weight room is not heard within this space), but also needs to be relatively easily accessible to/ from the Major League clubhouse.* Minimum lighting power service inside the shooting space should be 200A, 208V, 3ph with local disconnect and cam-lok J series connectors or equivalent. Should have acoustical tiles on the ceiling. Air conditioning for this space should have acoustical dampers, and a local thermostat control so it can be turned off during filming to ensure fan-coil cannot be heard. Outside of Spring Training, may want to repurpose the room as overflow meeting space, so it would be good to have means to divide room in two (and could include movable tables on wheels, etc.)

### Major League Operations Offices

- **Covered Office Balcony with Field View.** Require an office balcony with roof and view of closest Major League field(s) and, potentially, some of the gang mounds (depends on final site layout).
- **Reception and office spaces:**
  - 2 "double" (i.e. larger than standard) private offices (each of approximately 250 square feet) with balcony access and room for desk and small table for small meetings
  - Reception area of approximately 250 square feet near at least 2 of the "double" offices
  - 7 "single" private offices with or without balcony access (150 square feet each)
  - 3 "single" private offices with or without balcony access (100 square feet each)
  - 1 large "open" (aka "bullpen") office space (approximately 450 - 550 square feet) (with wrap-around working counter and sufficient space for 4 desks).
  - 1 smaller "open" (aka "bullpen") space (approx. 275 square feet) without balcony access with room for 2-3 desks.

### Minor League Operations Offices

- **Covered Office Balcony with Field View.** Require an office balcony with roof and view of closest Minor League field(s) and, potentially, some of the gang mounds (depends on final site layout). This would be the same balcony as the one serving the Major League offices, but probably just on a different side of the building.
- **Office Spaces.**
  - 1 "double" (i.e. larger than standard) private office (approximately 250 square feet) with balcony access and room for a main desk and small table for small meetings.
  - 3 "single" private offices with or without balcony access (150 square feet each).
  - 1 "single" private offices with or without balcony access (100 square feet each).
  - 1 large "open" (aka "bullpen") office (approximately 400 square feet) with room for 6 desks.
- **File storage room.** Require 150 square feet.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Florida Operations Offices

- *Office Spaces.*
  - 1 "double" (i.e. larger than standard) private office (of approximately 250 square feet) with balcony access and room for desk and small table for small meetings.
  - 2 "single" private offices with or without balcony access (150 square feet each).
  - 1 "single" private office with or without balcony access (100 square feet)
  - 1 "bullpen" office (approximately 250 square feet) with room for 2 desks.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Joint Major / Minor League Clubhouse Spaces

Assumption is that all of the player and coaching-related spaces will be on the main floor of the Clubhouse building unless otherwise noted.

- *Reception.* Area of about 300 square feet or more at front entrance to serve as reception for entire clubhouse / office building. Would want it to contain some built-in display cases.
- *Blue Jays Communications Staff, Media Workspace and Related.* Require an area within which Blue Jays communications staff would work, adjacent to a media workspace and related spaces. Specifically:
  - 1 "single" private office (150 square feet each) for Blue Jays communications staff
  - 1 "single" private office (100 square feet each) for Blue Jays communications staff
  - 1 large private space for Blue Jays communications staff (approx. 300 square feet) with room for 3-4 desks.
  - Adjacent to the Blue Jays media relations staff offices, we require approximately 700 square feet of room for media members to work and eat. Although located within the building footprint, this room should be totally separated from clubhouses and main Blue Jays offices, with its own entrance / exit. Counters should line the outside of the room to provide work space (with appropriate electrical, internet and other connections). Media workspace should include small copy/supplies area (about 100 square feet of total area).
  - Require 2 interview rooms of approximately 100 square feet each, connected and immediately adjacent to the media workspace.
- *Shared Weight Room.* The weight room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between).
  - Require 10,000 square feet of main floor interior space with rubberized flooring. Must include power and internet connections throughout weight room, camera conduits in a section, screens for programming and feedback at all workout stations (i.e. cardio), and all other necessary cabling, conduit and other infrastructure for future technological upgrades.
  - Extra high ceilings – the interior space should be at a height of at least 2 stories.
  - A 2<sup>nd</sup> floor "cardio loft" overlooking the main floor (loft should be about 700 square feet).
  - An additional dedicated rehabilitation area of approximately 1,000 square feet with training / massage tables, machines, etc. attached to the weight area
  - An additional 225 square foot (15 foot x 15 foot) secure storage room attached to the weight area (including shelving) for storage excess equipment/supplies.
  - An additional exterior space of at least 2,700 square feet (90 feet x 30 feet), separated from the main weight room by one or more a glass/clear garage doors, with field turf and an all-weather awning or roof to protect from the elements.
    - Exterior wall located within this exterior space should be steel-reinforced "medicine ball wall" (i.e. wall has to be strong enough to withstand repetitive impact from medicine balls).
  - An additional smaller outdoor storage area (adjacent to exterior workout space) of approximately 250 square feet with small lockable container for storage of exterior workout materials.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Shared Hydrotherapy Room.** *The hydrotherapy room will be shared by both Major and Minor League players/staff, and need to be located in close proximity to both Major and Minor League Athletic Training/Treatment areas (probably directly in between).* Require 1,400 square foot room with proper ventilation, plumbing, etc. Room will include at the following at minimum:
  - *Hydroworx* therapy pool system, with variable depth, underwater treadmill, and built-in cameras. This pool should be in the center of the room.
  - 4 in-ground *Hydroworx* plunge pools (2 hot, 2 cold). Two (2) plunge pools (1 each hot and cold) should be placed on either side of the therapy pool, so that Major and Minor league each has access to its own pair of plunge pools.
  - 2 *CET Team Cryospa* tubs with hot and cold functionality.
  - 2 small stainless steel tubs (for extremities). Would need to be located near water source / plumbing.
  - 2 ice machines (1 cube and 1 pellet). Again, requires water source.
  - Small bathroom area with urinal, sink and shower. Could be enclosed by curtain or partial wall.
  
- **Yoga Studio.** One (1) room of 800 square feet, with wooden floors and mirrors on walls for possible use as yoga studio. This room must be in proximity to and easily accessed from weight room and training areas.
  
- **Large, Subdivisible Multi-Purpose Room.** This room would be approximately 1,000 square feet and would have dividers to permit it to be subdivided into 2 to 4 smaller rooms (each would need its own doorway access to the hall). Intent is to have a very flexible space that can accommodate multiple needs simultaneously. On one day, there might be a large meeting. On another, one of the smaller spaces might be used for cognitive training or grappling. This large multipurpose room should also be equipped with small, wheeled tables that can be aligned to create larger tables for meetings, configured in a variety of ways or moved/removed as necessary.
  
- **Second, Subdivisible Multi-Purpose Room.** "Flexible" space of 1000 square feet to be used for various training, treatment and other varying needs. Should be divisible for possible use as smaller conference rooms as and when required, and should be equipped with small, wheeled tables that can be aligned for meetings or moved/removed as necessary.
  
- **Sports Science Lab.** Require dedicated space of approximately 700 square feet (approx. 26.5 feet x 26.5 feet) with power outlets, internet connections and conduits / wiring, for data, video, etc throughout (we anticipate having cameras installed in this space at some point). Desire is for the space to in a built-in force measurement platform (pad that measures downward force, such as from jumps).
  
- **Main Trainers' Locker Area.** Need locker space (approximately 825 square feet) and washroom space (approximately 275 square feet) for athletic trainers, strength and conditioning coaches, and mental performance coaches. Must comfortably accommodate 40 staff total. Lockers should include integrated power outlets. Washroom should include at least 3 urinals, 3 stalls, 8 showers and 4 sinks.
  
- **Female Locker Area.** Smaller locker room (approximately 200 square feet) for 5 lockers (including integrated power outlets) and accompanying shower and restroom area (approximately 100 square feet). Restroom area should have 2 sinks, 2 toilets and 2 showers.

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- *Doctor's exam room.* 2 private rooms of approximately 125 square feet each. Require each room to be accessible directly from both the Major and Minor league training areas, with each of the 2 rooms including:
  - Lockable door
  - Hi-Lo examination table
  - X-ray view box on wall
  - Counter-top type desk with computer workstation
  - Built-in cabinets and locks
  - Wall-mounted vitals station, and
  - Wall-mounted mirror.
  
- *X-ray room.* Need x-ray room with properly insulated (lead) walls and door, with a total size of about 120 square feet. Should be a dedicated room and not shared with doctor or massage therapist. Should be accessible directly from both the Major and Minor League training areas. Room needs:
  - Enough space for hi-lo examination table
  - Fluoroscanner or x-ray machine (provided by the team)
  - Lead walls and door
  - Counter top including lower storage.
  
- *Shared Video Room and Office.*
  - Require single shared Major/Minor league video room of approximately 600 square feet. Should include divider in middle of room, in case separation between Major and Minor league personnel is desired. Room should include built-in counter/cabinets around exterior of room and equipment (including video and computers, as well as connectivity and cabling). Will be used for charting and watching video. Two charting stations should be capable of controlling all cameras throughout stadium and complex, including on main field, back fields, batting cages, etc.
  - Smaller, connected office (approximately 200 square feet) to be set up as work room for Advance Scouting and other video-related work.
  
- *Theatre-style Classroom.* Would like to have a theatre with fixed, banked seating capable of comfortably holding 120 persons (we anticipate that would require approximately 1,600 square feet). Space would have integrated audio/visual (screen at front, speakers, etc.) and would have desks and outlets at the seats. Initial plans should show people entering at front of room and walking up to back rows which are raised above ground level.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Clubhouse and Training Spaces for Exclusive Use of Major Leaguers

- **Major League Locker Room and Washroom. Requirements:**
  - 2,800 square foot main locker room area.
  - 80 new, high quality "permanent" lockers (with proper ventilation, integrated power outlets, etc.). Lockers should be around room exterior so that center has room for comfortable movement and with some built-in counters/tables, sunscreen station, televisions and other features. Lockers can be extra tall (like in Padres locker room in Peoria) given the extra high ceilings in the space.
  - 2 lounge areas in center of clubhouse with couches, tables, etc.
  - High ceilings (about 22 feet) with windows to allow natural light above lockers (similar to Padres locker room in Peoria, except also want to be able to darken the room when needed, which isn't possible in Peoria).
  - Additional 1,200 square foot restroom/shower area with at least 6 urinals, 6 toilets, 18 showers and 8 sinks.
  - Although doesn't have to follow a football shape, that would be fine, provided that the ends of the room are not coming to a point (making those ends unusable).
- **Janitor's Closet.** 1 janitor's closet of approximately 100 square feet for equipment and supply storage.
- **Athletic Training/Therapy Areas.** Athletic training/therapy area must adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
  - Approximately 1,400 square feet of primary training space.
    - 8 hi low treatment tables included in the training space.
  - Would like to ensure there are high (12 foot) ceilings, making the space comfortable.
  - **Trainers' Offices.**
    - Require one (1) "single" office of about 150 square feet
    - Require larger communal office to accommodate 8-10 staff members. Likely requires a total of about 350 square feet. All Major League trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space.
  - **Massage therapy/chiropractic room.** Need room of approximately 150 square feet for use by team massage therapists and chiropractors.
  - Additional secure storage room of approximately 150 square feet (doesn't necessarily have to be within the central training area but should be accessible from it).
- **Coaches' Work Room.** Should be about 650 square feet with a large table in the center and work stations (counters) around the sides of the room. Must be connected to Coaches' Locker Room, and potentially Manager's Office. Should include copier and several televisions.
- **Coaches' Locker Room.** Require:
  - 900 square feet for locker room and including small lounge area within the locker room with couches, a table, etc.,

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- 30 lockers with integrated power outlets, and
- Enough washroom space for 3 toilets, 4 urinals, 8 showers, and 4 sinks (about 450 square feet).
- **Manager's Office.** Should be about 200 square feet plus adjoining private bathroom / shower of approximately 75 square feet. Optimally, this room will connect directly to the Coaches' Work Room.
- **Family Waiting Room.** Should be about 200 square feet, with separate entrance removed from clubhouse/training facilities. Preference would be for this space to be accessed directly from the main floor reception area.
- **Staff / Executive Locker Room.** Would like to have a locker room (approx. 575 square feet) and shower/washroom space (approx. 225 square feet) for use by clubhouse staff and team executives, accommodating 30 persons/lockers. Locker area should have wooden, ventilated lockers with integrated power outlets. Washroom should have at least 2 urinals, 2 toilets, 6 showers and 3 sinks.
- **Laundry.**
  - Main room size should be about 600 square feet,
  - Four (4) commercial washers and four (4) commercial dryers,
  - One (1) residential washer, and
  - One (1) sink and large table for folding.
- **Equipment Room / Equipment Storage/ Offices.**
  - Require 2,000 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,000 square foot area:
    - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked (approximately 250 square feet).
    - Want to include a pooled office area of about 150 square feet for 2 or 3 people. Should have counter built in around at least one exterior wall.
  - Require garage door/loading space to exterior of main floor equipment room – with direct access to parking lot/driveway. *Loading space for Major League equipment area needs to physically separate from the loading space for the Minor League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
  - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
  - Require additional ball storage room of 175 square feet with shelving in the room. This room needs to have direct access to the outdoors, in a location with a convenient path to the Major League fields.
- **Travel Office.** Require office of at least 150 square feet for Director of Team Travel.
- **Commercial Grade Kitchen Space (and associated storage and service areas).** Require commercial kitchen (approximately 600 square feet) and all associated walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, plumbing, venting, etc. Also require attached secure storage space / pantry (approximately 250 square feet). Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important:

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
- Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
- *Dining Room.* Require 1,100 square feet for a dining room (eating area). Must be connected to the kitchen /service counter in a functional way. Lunch room should probably occupy as space that is relatively accessible from / to the office areas of the building (as players may need to go up to the offices and/or team staff may need to come down).
  - *Nutrition area.* Want a portion of the lunch room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
  - *Outdoor Eating Area.* Would like an additional outdoor patio eating area with picnic tables. Preferably this space will include some shade and be about 300 to 400 square feet. Depending on final building design, we recognize that the space may be larger than we need for this. If so, we would not want to finish the entirety of the larger space for the purpose of eating (we likely would want to leave unfinished or use for some other purpose).
- *Additional storage.* Would like to ensure that we have an additional storage space / room of approximately 250 square Major League portion of the building.

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## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

### Clubhouse and Training Spaces for Exclusive Use of Minor Leaguers

- **Minor League Player Locker Room(s) and Washrooms.** Requires one large locker room (of approximately 5,000 square feet in total) that can be divided into two (2) Minor League locker rooms as further detailed below.
  - **Locker Room 1:**
    - Space for 80 permanent player lockers (good quality) (requires approximately 2,000 square feet)
  - **Locker Room 2:**
    - Space for 130 permanent player lockers (medium quality) (requires approximately 3,000 square feet)
  
- **Minor League Player Washrooms.** There should be two (2) washroom / shower areas serving the Minor League locker area (one on each side of the large room described in the previous entry). One washroom / shower area should occupy approximately 900 square feet and the other should occupy approximately 1,300 square feet, and each should include an appropriate number of urinals, toilets, showers and sinks for the number of players using.
  
- **Athletic Training/Therapy Areas.** Athletic training/therapy area must be adjacent to the joint hydrotherapy space in the building and weight room, with ability to view into each.
  - Approximately 1,750 square feet of primary training space.
    - 10 hi low treatment tables included in the training space.
  - Would like to ensure there are high ceilings, making the space comfortable.
  - **Storage Space.** Would like secure storage space of at least twelve feet (18') by sixteen feet (16') (total square footage 288) with shelving.
  - **Massage therapy/chiropractic room.** Need small room of approximately 150 square feet for use by massage therapists and chiropractors.
  - **Trainers, Rehab and High Performance Offices.**
    - Require four "single" offices of about 150 square feet each (one each for Minor League trainer calls, Rehab Staff, Strength and Conditioning Staff and High Performance Staff)
    - Also require larger communal offices to accommodate 30 staff members. Can be split into 2 or 3 pooled work areas that accommodate 10 to 15 staff members each. Requires a total of about 900 square feet for all of this space. All minor league trainers and strength/conditioning coaches will be based in this area; as such, requires a view of the training area and easy access to the weight room. Need extensive cabinets and wraparound counter work space with ample electric outlets, internet access, etc. Would like ability to use entire walls as white board writing space. Would like these pooled work spaces to be roughly square, so that staff can work along edges or turn towards center for ad hoc meetings.
  
- **Janitor's Closet.** 1 janitor's closet of approximately 400 square feet for equipment and supply storage. This room needs a sink and hot and cold water.
  
- **Coaching Staff Locker Room.** Require 1,500 square foot coaching staff locker room (needs to that accommodate 70 lockers). Lockers should be ventilated and include integrated power outlets. Must also

## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

include about appropriate washroom facilities of about 600 square feet. At a minimum, require 6 urinals, 6 toilets, 20 showers and 8 sinks.

- **Coaching Staff Workroom.** Require 1,000 square foot coaching staff workroom with seating for at least 60 and all necessary outlets, internet, cable wiring, etc. in order assure that each can comfortably work. Should have want built-in counter/desk around exterior of the room to maximize work stations. Also need extensive cabinets for office supplies. Would like space to include a number of smaller (around 2 feet x 3 feet) wheeled tables that we can bring together to form a large working conference table, separate out into smaller work stations, or clear out entirely for larger meetings as necessary. Room should include copier and several televisions.
- **Roving Instructor and Other Baseball Staff Offices.** Require:
  - 3 offices of about 150 square feet, and
  - 3 offices of about 100 square feet each,

for roving instructors (i.e. Field Coordinator, Pitching Coordinator and Hitting Coordinator) and other coaches (i.e. mental skills, nutritionist) with room for desk/workstation.

- **Equipment Room / Equipment Storage/ Offices.**
  - Require approximately 2,500 square feet for equipment storage, at least partly divided, so it's really two spaces rather than one single large room. Within the 2,500 square foot area:
    - Want to devote a portion of storage space as a kind of "cage" of "subspace" that can be locked.
    - Want to include a pooled office area of about 200 square feet for 3 or 4 people. Should have counter built in around at least one exterior wall.
  - Want in-wall access to equipment room (waist up) from hallway for use to pass equipment to players (so that existing access doors can be used for entrance and egress only and not for service). This in-wall access point would have a locking roll-up window (concession-style).
  - Add garage door and loading dock to equipment storage room for easy load in from exterior. *Loading space for Minor League equipment area needs to physically separate from the loading space for the Major League equipment area, so that if there was load-in or load-out happening on the same day, they would not affect one another.*
  - Want the equipment area to include large accordion-style shelving system on tracks (with ability to move and also to lock in place) for more efficient storage and access to equipment.
  - Require additional ball storage room of 225 square feet.
  - Require additional 700 square foot cart storage area/room, connected to ball storage area and main room (through a door). This cart room should have sinks, as well as tables or counters to fill and load coolers with water/ice/powerade/gatorade and rollup garage doors out to fields.
- **Laundry.**
  - Main room size should be about 600 square feet,
  - Four (4) commercial washers and four (4) commercial dryers (with necessary power hookups, water, ventilation and drainage), and
  - One (1) sink and large table for folding.



## Exhibit "C" Improvements

Ver. 3.0 - As of September 9, 2016

- **Commercial Grade Kitchen Space (and associated storage and service areas).** Require kitchen, serving and storage facilities that would allow us to prepare and serve food to 200+ people in one sitting. Requires industrial/commercial appliances (walk-in freezers, walk-in refrigerators, cooking equipment, exhaust hoods, etc.), plumbing, venting, etc. Kitchen would obviously have to be designed to current standards and to meet the full needs of the team, however, we know that the following are important
  - Likely requires about 1,000 square feet for the kitchen area
  - Plans need to include appropriate serving counters and stations (e.g. salad bar) that are integrated in some manner into the dining room space (which space is described below). Idea is such that the kitchen, serving and dining are all open and very much connected spaces.
  - Require separate secured pantry / storage room of approximately 250 square feet.
  - Optimally, would like to have garage door or other large access directly from the exterior of the building into the kitchen and the kitchen storage room, so that items can be loaded directly from vehicles. Would also want built-in floor to ceiling shelving in storage room.
  
- **Divisible Dining/Multi-Purpose Room.** Require 3,000 square foot dining room (needs to be able to hold 225 people seated around tables). Would like the ability to sub-divide the space with partitions (so one side could be used for dining while people are having a class or large meeting on the other side). Should be wired for televisions, projector, etc.
  - **Nutrition area.** Want a portion of the dining room space to include counters and cabinet space to be used as a "nutrition area", including supplements, nutrition bars, juice bar, smoothie station with blenders, etc
  
- **Umpire's room.** Locker area of around 250 square feet. Must be out of the way, with direct access to fields and limited access to other clubhouse sections. Some of the specifics include:
  - 4 lockers, 4 locker chairs, and a table with 4 chairs for umpires to use for meals
  - Bathroom with 2 shower heads, 2 sinks, 1 toilet and 1 urinal (need about 180 square feet for that).
  
- **Additional storage.** Would like to ensure that we have an additional storage space / room of approximately 250 square feet within Minor League portion of the building

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## Exhibit "D"

### AGREEMENT TERMS APPLICABLE BETWEEN EFFECTIVE DATE AND THRESHOLD DATE OR TERMINATION

#### SECTION 1 - DEFINITIONS

In this Exhibit "D", unless there is something in the subject matter or context inconsistent therewith:

- a) **"BOC" or "Office of the Commissioner of Baseball"** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- b) **"Capital Replacement"** means in accordance with the practice observed by prudent owners of facilities similar to the Dunedin Facilities, as and when required, the replacement of elements of the Facilities, including but not limited to the following: structural portions of the facilities; roof; load; bearing walls; seating, if an entire section of seats needs replacement; parking areas; fencing; scoreboard; and HVAC systems. This definition includes replacement, to the extent necessary, of the following: lighting, but not individual fixtures or bulbs; electrical systems, but not individual lines or fixtures; and plumbing, but not individual pipes or fixtures. Not included in this definition is any damage required to be repaired by the City pursuant to SECTION 15 of this Exhibit "D" or damage caused by an act or the negligence of the Club, its employees, agents, invitees, subtenants, licensees, assignees, or contractors. This definition shall not include periodic maintenance, painting, improvements or repairs in or upon the Facilities which are not in accordance with generally accepted accounting practices of a capital nature.
- c) **"Commissioner of Baseball"** means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- d) **"Concession Facilities"** means the area(s) designated and used for concession operations in accordance with the design to be agreed upon between the parties for the reconstruction of and additions to the Grant Field Facilities and the construction of certain Engelbert Complex Facilities in accordance with the Project elements referred to in Exhibit "A", as they may hereafter be constructed;
- e) **"Dunedin Facilities"** means the Engelbert Complex Facilities and the Grant Field Facilities;
- f) **"Englebert Complex Facilities"** means all of the training buildings, fields and other amenities and improvements, now existing and as improved in the future, on the following parcel of land:

A parcel of land lying in the South ½ of Section 24, Township 28 South, Range 15 East.

## Exhibit "D"

Commencing at the centre of Section 24 go north 400.06 feet, east 1335.34 feet, north 417.35 feet along the eastern boundary of the Spanish Acres Subdivision. Thence west 1335.55 feet, north 26.02 feet, west 520.34 feet, south 683.61 feet, west 802.43, south 192.60 feet, west 242.01 feet, northwesterly 19.07 feet, south 1276.48 along the eastern right of way of Garrison Road, thence east 1642.96 feet, north 1244.15 feet and west 318.74 to the P.O.B. (O.R. 4505, Page 797 & O.R. 6671, Page 1319.

Contains 83.57 acres more or less.

- g) **"Florida State League Season"** means the period of approximately April 1 to September 15 of each year, inclusive, and **"Florida State League games"** means all of the Minor League Team's home games at the Dunedin Facilities during the Florida State League Season;
- h) **"Grant Field Facilities"** means all Grant Field stadium (also known as Dunedin Stadium) facilities and improvements, including the parking area, now existing and as improved in the future, on the following parcel of land: the Northwest  $\frac{1}{4}$  of Southeast  $\frac{1}{4}$  of Section 34, Township 28 South, Range 15 East, less the West 345 feet and less the South 492.50 feet. Less and except all easements and rights-of-way;
- i) **"Maintenance"** means all day-to-day cleaning and general maintenance, including repairs and painting;
- j) **"Major League Baseball"** or **"MLB"** means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.
- k) **"Major League Baseball Club"** or **"Major League Club"** means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- l) **"Major League Constitution"** means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- m) **"Major League Team"** means the *Toronto Blue Jays* Major League Baseball Club that is owned by the Club.
- n) **"Minor League Team"** means the *Dunedin Blue Jays* Florida State League team that is owned by the Club.

## Exhibit "D"

- o) **"MLB Approval"** means, with respect to the Major League Clubs, the Commissioner of Baseball, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).
- p) **"MLB Governing Documents"** means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).
- q) **"MLB Rules and Regulations"** means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner of Baseball, the BOC or any other MLB Entity as in effect from time to time.
- r) **"Net Ticket Revenues"** means gross receipts for admission to all Spring Training games after deduction of all applicable taxes;
- s) **"Person"** means any individual, firm, corporation, partnership, limited liability company, trust, joint venture, governmental entity or other entity.
- t) **"Repairs"** means all major repairs, including without limitation, roof repairs and repairs to electrical, plumbing, heating and air conditioning equipment and all other repairs not constituting Capital Replacement;
- u) **"Spring Training Season"** means the period of approximately February 15 to April 7 of each year, inclusive, and **"Spring Training games"** refers to all of the Major League Team's officially scheduled preseason home games and makeup games to be played at the Dunedin Facilities during the Spring Training Season, and **"Minor League Spring Training games"** refers to all of the Club's games

## Exhibit "D"

involving minor league players to be played at the Dunedin Facilities during Spring Training Season; and

- v) **"Winter Instructional Season"** means the period of approximately September 1 to November 30 of each year, inclusive, and **"Winter Instructional Games"** means all of the Club's major league and minor league players' games and practices to be played at the Dunedin Facilities during the Winter Instructional Season.

### SECTION 2 - Spring Training and Florida State League

#### Activities

- a) Major League Team. The Club shall engage in Spring Training of the Major League Team at the Dunedin Facilities, during each Spring Training Season. Subject to the MLB Rules and Regulations, the Club agrees to play no less than ninety percent (90%) of its "home" Spring Training games at the Dunedin Facilities, and will make all reasonable efforts to play at least ten (10) Spring Training games with other Major League Clubs at the Dunedin Facilities during each Spring Training Season. In the event that the number of games to be played at the Dunedin Facilities is reduced pursuant to the MLB Rules and Regulations, the parties will consult with each other on this situation and will negotiate in good faith to reach a resolution that will return to each party the benefits contemplated and agreed to in this Exhibit "D" as nearly as possible without otherwise adversely affecting the rights and obligations of the parties hereunder. Games that are cancelled due to inclement weather will be counted as games played relative to the ten (10) Spring Training games per Spring Training Season commitment above, if the appropriate officials have formally cancelled the games citing such inclement weather.

The Club shall be entitled to schedule Spring Training games in excess of ten (10) per Spring Training Season at the Dunedin Facilities. "Home" Spring Training games to be played hereunder will be played at the Grant Field Facilities. Notwithstanding any contrary provision of this Exhibit "D", the Club shall be allowed to play Spring Training games in which it is designated as the "home" team at sites other than the Dunedin Facilities.

- b) Minor League Team. The Club shall engage in Florida State League games of the Minor League Team at the Grant Field Facilities during such seasons as the Club engages in Spring Training of its Major League Team at the Dunedin Facilities. The Dunedin Facilities will be available for use by the Minor League Team during the Florida State League Season.

### SECTION 3 - AREAS OF YEAR-ROUND USE

The Club shall have the exclusive rent-free use of the home clubhouse and offices, and the batting tunnels (including maintenance areas) located on the Dunedin Facilities. The City shall not use or permit use of such areas without the prior written consent of the Club. The City may request use of such areas or parts thereof for official public functions

## **Exhibit "D"**

provided consent of the Club is first obtained, which consent will not be unreasonably withheld.

Except as provided above for the Club's exclusive use, the parties shall have shared control and use of the Dunedin Facilities, subject to and in accordance with the remaining terms of this Exhibit "D". The scheduling of the use of the Dunedin Facilities will be determined mutually by the Club and the City, but shall not conflict with the Club's scheduled use of the Grant Field Facilities for baseball games for both the Major League Team and the Minor League Team. Notwithstanding any contrary provision of this Exhibit "D", the Club shall have ultimate scheduling priority at the Dunedin Facilities with respect to all Spring Training games to be played by the Major League Team.

The parties will use reasonable efforts to agree on the shared control and use of the Dunedin Facilities in a manner that will result in the lowest ad valorem tax impact that can be achieved (should such tax be levied against all or part of the Dunedin Facilities), and except as is specifically otherwise provided herein, the Club shall not have the exclusive use of any of the Dunedin Facilities and they shall be allocated between a public and a private use in a manner that assures that the taxability of the Dunedin Facilities for ad valorem tax purposes and other applicable taxes, if any, will be at the lowest possible level that, in any case, does not exceed \$50,000 in property taxes of any kind arising from the use of said Dunedin Facilities by the Club.

### **SECTION 4 - SECTION RESERVED**

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### **SECTION 5 - OPERATIONAL PERSONNEL**

The Club will provide all personnel for the conduct of its operations at the Dunedin Facilities for all Spring Training Games, Minor League Games, and, save for City use, all other use and operation of the said Facilities for its use and occupancy of the Facilities, including Winter Instructional Games, practices and Florida State League games and practices and for the use of third parties as is set forth in this Exhibit "D". Except when being used by the City, the City will provide no operational or security personnel at the Dunedin Facilities, except that it will provide law enforcement personnel for traffic control purposes at all times as it deems appropriate for public safety.

The Club will be responsible to provide personnel for all repair, maintenance, staffing, cleaning, ticket sales, internal security, umpires, ground keeping, and all other operational personnel for the Dunedin Facilities. As an exception to the above, the City will provide limited plumbing and electrical services within its staff competency to a total of not more than ten (10) man hours per month at no cost to the Club, upon specific request by the Club for such services and the Club will pay for materials required arising from such services. The City will not otherwise provide any services whatsoever to the Dunedin Facilities, except as is specifically provided herein, and shall not be obligated to expend any funds for repair or maintenance of the Dunedin Facilities, save as included in Sections 6(f), 6(g), 15 and 24 of this Exhibit "D".

## Exhibit "D"

The City shall have the right, from time to time and at such times as it deems necessary, to inspect the Facilities for the purpose of insuring compliance with building codes, laws and ordinances of the City of Dunedin, the State of Florida, Pinellas County and other governmental agencies.

### SECTION 6 - MAINTENANCE

a) General. Save for repairs to be undertaken by the City pursuant to Sections 6(f), 6(g), 15 and 24 of this Exhibit "D", the Club shall be responsible for all Maintenance and Repairs of the Dunedin Facilities, including, but not limited to, clubhouses, playing field surfaces, batting tunnels, batting eye, offices, public washrooms, parking lots, grandstand, fencing, seating at Englebert Complex Facilities and Grant Field Facilities, ornamental landscaping around all parking lots, painting, irrigation system, parking lot resurfacing and striping, roof repair, repair from windstorm or rain damage, drainage and utility lines, repair and maintenance of all light standards and lighting facilities and any and all repairs and maintenance. Upon the end of the Club's use and returning to exclusive possession of the City, the Dunedin Facilities shall be returned to the City in the same condition as they were at the effective date of the Agreement to which this Exhibit "D" is attached, reasonable wear and tear and City required repairs excepted.

b) Playing Fields Maintenance. All playing fields at the Dunedin Facilities shall be maintained by the Club to a standard similar to Major League playing facilities and such maintenance shall include field preparation for use by other organizations.

The Maintenance of the fields to the standard specified in this Exhibit "D" shall be deemed to be a material part of the consideration to the City under the terms of this Exhibit "D" and any breach of that obligation and responsibility shall be deemed to be a material breach of this Exhibit "D".

c) Standard of Maintenance. The maintenance of the Dunedin Facilities, pursuant to this Exhibit "D", shall be to a standard that they are in good operating condition and shall be cared for in a manner best calculated to preserve and extend their useful life.

d) Maintenance Personnel. The Club shall employ an appropriate number of full and part-time employees for the purpose of the Maintenance responsibilities set forth herein. Such persons shall be the employees of the Club and shall not be deemed to be the agents or employees of the City in any manner whatsoever. The Club shall be solely responsible for the hiring and supervision of such employees in sufficient numbers and qualifications to meet its obligations hereunder.

e) Use of Dunedin Facilities by Other Organizations. The use of the Dunedin Facilities by other organizations (excepting the City) for baseball purposes and purposes related thereto and such other purposes as may be approved by the City shall be scheduled and administered by the Club. The Dunedin Facilities will be made reasonably available for the use by other organizations for baseball purposes

## **Exhibit "D"**

and will be made reasonably available to the City for the use for any City purpose, specifically including multi-day events such as Oktoberfest and similar recreational and public events. The use of the Dunedin Facilities by organizations other than the City shall be under the administrative control of the Club and the Club may require such payments, indemnifications, contracts and other reasonable guarantees, insurances, protections and written commitments as it shall deem to be appropriate under the circumstances. The Club may charge for its reasonable cost of maintenance and overhead to such third party organizations as it deems appropriate.

- f) The City, without cost to the Club, will continue its practice of the annual painting of railings, building exteriors and batting tunnels for the duration of this Exhibit "D" in accordance with its practices existing prior to the Effective Date of the Agreement to which this Exhibit "D" is attached.
- g) The City, to the extent allowed by law, and without cost to the Club, shall use its best efforts for make available the use of persons required to do community service or inmate labor under the Club's supervision to clean and/or maintain the Dunedin Facilities during Spring Training. In the event that the Club is not allowed to provide supervision of such personnel, the City will provide such supervision, without cost to the Club.

### **SECTION 7 - TICKET REVENUE**

The Net Ticket Revenue will be collected by the Club and will be distributed, as follows:

- a) Net Ticket Revenue in respect of the first 3,800 tickets either sold or distributed free of charge for each Spring Training game shall be distributed 95% to the Club and 5% to the City; and
- b) Net Ticket Revenue in respect of tickets either sold or distributed free of charge for each Spring Training game in excess of the first 3,800 shall be distributed 85% to the Club and 15% to the City;
- c) The Net Ticket Revenue to the City will be distributed to the City no later than May 1 of each year. Net Ticket Revenue distributed to the City after May 1 of each year shall bear interest at 12% per annum simple interest.
- d) The Club shall be entitled to collect and retain all gross receipts for admission to all Winter Instructional Games and practices and all games played by the Minor League team at the Dunedin Facilities.

In addition to the Net Ticket Revenue distributed as set forth above, in 2018 the Club will pay to the City the sum of \$1.50 for each ticket sold for each Spring Training game. Payment will be net of taxes. This payment will be referred to as the "Ticket Surcharge". In the next subsequent calendar year and in all subsequent calendar years, the Ticket Surcharge will be recalculated with reference to the Consumer Price Index, as hereinafter set forth and shall be rounded up to the nearest \$.05. Such Consumer Price



## **Exhibit "D"**

Index shall be redetermined on each September and thereafter for each succeeding calendar year as follows:

Such Surcharge shall be determined by dividing the then existing Surcharge as of September in the current year by the index number for the month of September of the preceding year as it appears in the column "ALL ITEMS" in the Consumer Price Index, as is published by the Bureau of Labor Statistics, United States Department of Labor, Consumer Price Index for all Urban Consumers (CPI-U) South urban and then multiplying that amount by the amount of the then existing surcharge. The resulting surcharge will then be rounded up to the nearest \$.05 and shall apply for the next Spring Training season. In the event that the Consumer Price Index ceases to be published by the U.S. Department of Labor, the closest comparable index will be used for the above purpose.

### **SECTION 8 - CONCESSION SHARING**

The City will receive a share of Concession Revenues for home Spring Training games as is provided herein.

The City will receive no Concession Sharing for games with fewer than 3,800 attendees, the calculation of which will include tickets sold and tickets distributed free of charge.

For Spring Training games, the City will receive in 2018, the amount of \$.85 per attendee in excess of 3,800 per home Spring Training game. This amount will be subject to the CPI adjustment for the second calendar year and consecutive calendar years, if any, in accordance with the Consumer Price Index adjustment rounded up to the nearest \$.05 using the same adjustment formula as set forth in Section 7 of this Exhibit "D".

One half of the amount received by the City for Concession Revenue will be paid into the Capital Replacement Fund as is set forth in Section 24 of this Exhibit "D" until such Fund is fully funded and thereafter will be retained by the City until the Fund requires replenishment.

All payments for Concession Sharing will be made to the City no later than May 1 of each year. Any payments received after that date will be paid with interest at 12% per annum simple interest.

### **SECTION 9 - PARKING**

The Club will be entitled to all revenue from parking for baseball purposes and related purposes at the Dunedin Facilities save for City events. The Club will not be entitled to any revenue from parking at offsite locations.

### **SECTION 10- MEDIA ADVERTISING AND OTHER REVENUE**

The Club shall have all radio, television and other broadcast rights and all advertising rights and shall be entitled to all revenue generated from its activities at the Facilities which are not specifically reserved to the City hereunder, including all radio,

## **Exhibit "D"**

internet, and television revenue, novelty and seat cushion sale or rental and all advertising revenue (including, without limitation, revenue from fence signs, scoreboards, signboards, billboards, pamphlets, cards and programs). Save for City events, the Club shall be entitled to all other revenue arising from or incidental to the operation of all baseball games and purposes related thereto or other events previously approved by the City at the Dunedin Facilities and not otherwise expressly dealt with under the terms of this Exhibit "D".

### **SECTION 11- PROGRAMS**

The Club shall have the right to sell and distribute programs at all Spring Training games and at other such times as the Club deems appropriate and shall be entitled to all revenues derived therefrom. The Club will provide to the City one page of complementary space in each program for "welcome letters" from the City and the Chamber of Commerce.

### **SECTION 12 - SCOREBOARD AND SIGNBOARD**

- a) The Club shall be entitled to operate and to control the operation of the scoreboard and sign on the Grant Field Facilities, and the City will not permit the operation or other use of the scoreboard or sign by a third party without the prior written consent of the Club. The City will indemnify the Club for any loss, damage or liability incurred by the Club as a result of the use of the scoreboard or sign by the City or third parties with or without the consent of the Club.
- b) It is acknowledged that the exterior sign at the Grant Field Facilities is the property of the Club, and upon any expiry or termination of this Exhibit "D", the Club shall be entitled to remove its sign from the Grant Field Facilities provided such sign is replaced by the sign that was situated on the Grant Field Facilities prior to installation of the present sign by the Club.

### **SECTION 13 - NAMING RIGHTS**

The parties will cooperate with each other to sell naming rights to the Grant Field Facilities. The City will be responsible for the marketing of this right and shall proceed with diligence to make reasonable efforts to market the naming of the Grant Field Facilities. The selection of a name will require the mutual consent of both parties and shall be made in accordance with the MLB Documents and the City is granted substantial discretion in this decision for the reasons that the Grant Field Facilities are public facilities and the selection of the name will reflect on the Dunedin community. Any revenue from the sale of the naming rights will be the property of the City. The City (or naming rights sponsor) will be responsible for any costs of implementing such naming rights arrangements and the Club will have no responsibility therefor. The City's obligations regarding Capital Improvements shall be as is set forth in Sections 15 and 24 of this Exhibit "D", in respect of Englebert Complex Facilities and Grant Field Facilities, notwithstanding the level of funding of the Capital Replacement Fund.

## **Exhibit "D"**

### **SECTION 14- CONCESSIONS, SALES AND EQUIPMENT**

The Club shall be entitled to exclusively operate the Concession Facilities during Spring Training games and Florida State League games. The Concession equipment presently in the Grant Field Facilities is the property of the City. The Club may use such equipment while it is operating the Concession Facilities and shall be responsible for the reasonable maintenance and repair of said equipment and to deliver the equipment to the City in reasonable condition at the end of use, normal wear and tear excepted. Save for Capital Replacements, the Club will be responsible for replacing any concession equipment when it no longer may be reasonably repaired.

The Club shall not make any material alterations or improvements to the Concession Facilities or to any of the Dunedin Facilities without obtaining the prior written consent of the City Manager, which consent will not be unreasonably withheld. Requests to make any alterations or improvements shall be in writing.

The right of the Club to use and operate the Concession Facilities is an exclusive right save during City events. The Concession Facilities may be used by the City and by other organizations so authorized by the City at times when use is not required by the Club or for the Club events under the terms of this Exhibit "D". The Club shall not exclude other organizations from use and operation of the Concession Facilities when use is not required by the Club or for the Club's events hereunder; provided that when the City or another organization is permitted to use and operate the Concession Facilities, the City will be responsible for cleaning the concession equipment and the Concession Facilities, and the City will indemnify the Club for any damages to or additional maintenance of the Club's concession equipment (if the Club purchases and owns concession equipment) or any other loss, cost or liability incurred by the Club as a result of such use. Any use of the Club's concession equipment by such other organizations shall require the consent of the Club.

During the Club's operation of the Concession Facilities hereunder, the City will cooperate with the Club to obtain such consents, permissions or licenses as may be required to allow the Club, exclusively, to sell or authorize the sale of alcoholic beverages during Spring Training games and Florida State League games. The Club or its concessionaire shall be entitled to obtain a liquor license from the appropriate authorities for the operation of the Concession Facilities, either directly or through its concessionaire. In the event that the City sells alcoholic beverages from the Concession Facilities during City events, the City will be responsible for obtaining the necessary license for the same.

### **SECTION 15- DAMAGES TO DUNEDIN FACILITIES**

In the event that there is a partial or complete destruction of or damage to the Dunedin Facilities, or any material part of them, rendering the Dunedin Facilities or such material part of them unusable and the cost of repair exceeds City provided insurance proceeds by \$500,000, then the City shall not be under any obligation to repair or to do any other act to restore the Dunedin Facilities so that they may be used by the Club as contemplated by this Exhibit "D". If the cost of repair or restoration does not exceed City provided insurance proceeds by \$500,000, the City shall be obliged to repair and restore

## **Exhibit "D"**

the Dunedin Facilities. If the cost of repair or restoration exceeds City provided insurance proceeds by \$500,000, the City may, in its full discretion, restore or repair such destruction or damages or not, as it deems best, provided that the City shall notify the Club in writing within thirty (30) days of such destruction or damage, in accordance with the foregoing requirement, of its decision either to restore or repair or not restore or repair such destruction or damage. If the City so notifies the Club that it has decided to restore or repair such destruction or damage, the City shall promptly complete such repair or restoration to the standards of the existing facilities prior to such destruction, but in no event later than seven (7) months from the date of such notice. If the City does not so notify the Club that it has decided to restore or repair such destruction, or if the City so notifies the Club that it will restore or repair the destruction or damage but does not complete such restoration or repair within seven (7) months of the date of the notice, the Club shall be entitled to immediately terminate this Exhibit "D" and/or the Agreement to which it is attached on written notice thereof to the City and shall be obligated to pay only pro-rated amounts due to the City hereunder based on its use during the then current year, and shall have no further obligations to the City. Where the destruction or damage was beyond the control of the City, and the City is not obliged to repair or restore under this Section 15, the City will incur no liability to the Club arising from the City's decision not to repair the Dunedin Facilities for the Club's use under the terms of this Exhibit "D" other than as provided in Section 16 below.

### **SECTION 16- PERSONAL PROPERTY**

All areas of the buildings on the Dunedin Facilities designed to contain equipment or personal property, including without limitation the Concession Facilities, shall be designed in a manner to be secured for the protection of such equipment or other items of personal property. Any equipment or personal property brought into buildings on the Dunedin Facilities by the Club or any other user organization shall remain the property of the Club or user organization and shall be used only with the permission of the Club or user organization. In the event that any such use is allowed with the City's permission, the user of the equipment or personal property and the City will be responsible for any damage to the equipment or personal property so used. The City shall not otherwise be responsible for the loss or damage to any equipment or personal property on the Dunedin Facilities caused by vandalism, hazard, or other matter outside the control of the City.

### **SECTION 17- UTILITY COSTS**

The Club shall be responsible for all utility costs to the Dunedin Facilities, save for utilities to be paid for by the City in respect of its use. The City will provide the necessary reclaimed water to the Dunedin Facilities at no cost to the Club for the reclaimed water used. Utility costs attributable to the use of the Dunedin Facilities by the City will be paid by the City. Utility costs attributable to the use of the Dunedin Facilities by other user organizations may be charged to those user organizations by the Club.

## Exhibit "D"

### SECTION 18- CLUB ANNUAL CONTRIBUTION

During the operation of this Exhibit "D", the Club shall make an annual contribution to the City in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) (the "**Special-Purpose Annual Payment**"). The Club will make payment of the Special-Purpose Annual Payment on or before September 1 of each calendar year during which this Exhibit "D" is operable and the Club in fact uses the Dunedin Facilities for its Spring Training games.

The City shall maintain and separately account for the Special-Purpose Annual Payments made by the Club (the "**Special-Purpose Annual Payment Account**"). The designation and establishment of the Special-Purpose Annual Payment Account in and by this Exhibit "D" shall not be construed to require the establishment of a completely independent, self-balancing account as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues as herein provided. The Club will, at any time, be entitled to all records regarding the status of such Special-Purpose Annual Payment Account and the information about amounts accrued therein (including interest).

Expenditures of any amounts held within the Special-Purpose Annual Payment Account may be made only for Capital Replacement (as defined in this Exhibit "D") at the Dunedin Facilities and Maintenance, subject to the Club's written approval of the specific expenditures (including the specific services, materials and contractors). Notwithstanding the foregoing, the City and the Club may mutually agree in writing to utilize certain of the amounts held in the Special-Purpose Annual Payment Account to cover soft costs associated with redeveloping and reconstructing the Dunedin Facilities (the "**Soft Costs**"). The City and the Club hereby recognize that any such uses of funds in the Special-Purpose Annual Payment Account to cover Soft Costs shall be reimbursed by project funds if and when they are secured and funded through the State of Florida and/or Pinellas County.

The Club and the City hereby agree that it is the intention of the parties that, upon the occurrence of the events described in paragraph 1.2(b)(ii) of the Agreement to which this Exhibit "D" is attached, all amounts held in the Special-Purpose Annual Payment Account be added to the Capital Replacement Fund (as defined in the Agreement to which this Exhibit "D" is attached).

In the event that the Threshold Date is not achieved and the Agreement to which this Exhibit "D" is attached is terminated pursuant to paragraph 1.2(b)(i) of such Agreement, all proceeds remaining in the Special-Purpose Annual Payment Account shall be the property of the Club and shall be returned to the Club within thirty (30) days of the Club making a written request for same. This paragraph will survive the expiry or early termination of the Agreement to which this Exhibit "D" is attached.

### SECTION 19 - SECTION RESERVED

[Intentionally Deleted]

## Exhibit "D"

### SECTION 20 – TAX LIABILITY

The Club shall be responsible for all sales taxes, intangible taxes, license taxes, and all other taxes or fees directly arising from or attributable to the Club's use of the Dunedin Facilities, whether payable to the City or to other governmental agencies. The parties will each be responsible for payment of one-half (1/2) of the ad valorem taxes on the Dunedin Facilities (net of City taxes) as is otherwise set forth in Section 3 of this Exhibit "D" to a maximum of \$25,000 per year per party. In the event that the annual ad valorem taxes payable on the Dunedin Facilities are in excess of \$50,000 despite the best efforts of the parties to reduce them to that amount, the parties will meet together in good faith to reasonably resolve operational matters to attempt to reduce the payment of the additional ad valorem taxes.

### SECTION 21 - INDEMNITIES

a) Club Indemnity. The Club will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the City and its respective officers, employees and agents, of, from and against all damages, losses, costs, charges, liabilities, obligations and expenses, including without limitation reasonable legal fees and disbursements, (collectively, the "Costs") which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the Club or its respective officers, employees, agents or those from whom the Club is in law responsible in connection with the use by the Club of the Dunedin Facilities; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the City or its respective officers, employees, agents or those for whom the City is at law responsible (whether by reason of contributory negligence or otherwise).

b) City Indemnity. Subject as provided by law, (including Florida case law, statutes and the Florida constitution, to the extent they are applicable and specifically 768.28 F.S.) the City will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the Club and its partners and each of their directors, officers, employees and agents of, from and against all Costs which may be sustained, incurred or paid by any of them by reason or on account or arising out of any act or omission by the City or its respective officers, employees, agents or those for whom the City is at law responsible in connection with the design or construction of the Dunedin Facilities, or use of the Dunedin Facilities by the City; provided that such indemnity shall be limited by the extent to which such Costs are caused or contributed to by the Club or its respective directors, officers, employees, agents or those for whom the Club is at law responsible (whether by reason of contributory negligence or otherwise) or by other third parties.

### SECTION 22 – INSURANCE

The Club shall, at its expense, keep in force during the entire period that this Exhibit "D" is operable, general liability and broad form comprehensive general liability insurance issued by a responsible insurance company and in form acceptable to the City, acting reasonably, for the protection of the City (except to the extent of the City's negligence) against all liability, judgments, costs, damages and expenses which may accrue against, be

## **Exhibit "D"**

charged to, or recovered from the City by reason of damage to the property of the City or injury to or death of any person or persons arising out of use of the Dunedin Facilities by the Club, in a policy or policies in a minimum amount of a combined single limit or one million dollars (\$1,000,000.00). This liability coverage shall also contain applicable coverages for premises operations, contractual insurance, personal injury, liquor liability and broad form property damage. The Club shall also carry its own workers compensation insurance. Insurance required by the terms of this Exhibit "D" shall be evidenced to the City in the form of a Certificate of Insurance which provides that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal or diminishing coverages. The Club shall furnish to the City a new Certificate of Insurance at least fifteen (15) days prior to the renewal date of coverages. A Certificate of Insurance evidencing the insurance coverage specified herein shall be furnished to the City prior to the facilities being utilized by the Club. Notwithstanding anything contained herein, no sovereign immunity or limited sovereign immunity that may be imposed by law with respect to the City's liability hereunder shall serve to, or be deemed to serve to, increase, expand or add to any liability or responsibility of the Club to third parties and the Club shall not and shall not be deemed to assume or be responsible for any liability or responsibility or excess liability or responsibility for which the City would otherwise be responsible (whether hereunder or otherwise) but for any sovereign immunity or limited sovereign immunity imposed by law.

The City shall self-insure for its liability under this Exhibit "D" and shall maintain such property insurance for loss by hazard as to the insurable value of such Facilities as it maintains for other City property for its full replacement cost. The Club will provide for insurance for its property kept at the Dunedin Facilities. The Club will not be responsible for any loss or damage to properties insured against by the City except for intentional acts or negligence of the Club up to the amount of the City deductible under its insurance policies.

### **SECTION 23 – SUSPENSION OF EXHIBIT "D"**

- a) **General.** In the event that the Club is prevented from using the Dunedin Facilities or any material part thereof at any time during the operation of this Exhibit "D" because of a national emergency, the United States being in a state of war, a labor dispute, the rules and regulations of MLB, the National Association of Professional Baseball Leagues Inc., the Florida State League of Professional Baseball Clubs Inc., the need or undertaking of Capital Replacements precluding use of the Dunedin Facilities or any other event beyond the reasonable control of the Club, this Exhibit "D" shall be regarded as suspended for that period without liability for damages of either party to the other. The provisions of this Exhibit "D" which are not directly affected by the Club being unable to use the Dunedin Facilities or such material part thereof shall remain in full force and effect.
- b) If the period of the suspension extends beyond eight (8) months and such arises by reason of a state of war within the United States or a non-baseball labor dispute, the Club shall be entitled to terminate this Exhibit "D" or the Agreement to which it is attached without liability to the City therefor.

## **Exhibit "D"**

During the period of such suspension, the Club shall be entitled to conduct its games and practices hereunder at alternate facilities of its choice.

### **SECTION 24 – CAPITAL REPLACEMENT FUND**

During the operation of this Exhibit "D", the City shall maintain a fund for the purpose of Capital Replacement expenditures which shall be known as the Capital Replacement Fund (the "Fund"). This Fund shall be used solely for Capital Replacement expenditures and shall be initially funded to an amount of \$250,000 or such greater amount as agreed upon between the parties. Capital Replacements shall be undertaken by the City as and when required, without cost or expense to the Club as to the funding for such Capital Replacements. The City will be responsible for all capital replacement costs in respect of the Dunedin Facilities notwithstanding any funding or changes in funding to the Capital Replacement Fund.

The Fund shall be funded from the following sources:

- (a) The amounts held in the Fund on the effective date of the Agreement to which this Exhibit "D" is attached.
- (b) One-half (1/2) of the Concession Sharing amount paid to the City set forth in Section 8 of this Exhibit "D" until fully funded and thereafter such Concession Sharing amount will be paid to the City.
- (c) All interest accrued by such Funds, which interest will stay in the Fund even though the Fund exceeds its maximum amount.

The City shall maintain the Fund and shall separately account for it. The Fund shall be in the nature of a trust fund and the Club will, at any time, be entitled to all records regarding the status of such Fund and the information about amounts accrued therein. Expenditures of such funds shall be limited to Capital Replacement at the Dunedin Facilities and shall require the joint approval of the City and the Club, not to be unreasonably withheld or delayed.

Upon the occurrence of the events described in paragraph 1.2(b)(ii) of the Agreement to which this Exhibit "D" is attached, all amounts held in the Fund will be added to the Capital Replacement Fund (as defined in the Agreement to which this Exhibit "D" is attached).

In the event that the Threshold Date is not achieved and the Agreement to which this Exhibit "D" is attached is terminated pursuant to paragraph 1.2(b)(i) of such Agreement, all proceeds remaining in the Fund will be the property of the City and may be used for any purposes as deemed appropriate by the City, free of trust.

The City shall administer the expenditures of such Funds and shall undertake and complete any Capital Replacement projects that the parties have mutually agreed upon and shall follow all normal purchasing, bidding and construction practices as in its normal



## **Exhibit "D"**

course of business, unless the parties shall mutually agree to delegate some or all of a Capital Replacement Project to the Club.

### **SECTION 25 – SECTION RESERVED**

[Intentionally Deleted]

### **SECTION 26 – SECTION RESERVED**

[intentionally deleted]

### **SECTION 27 - SECTION RESERVED**

[intentionally deleted]

### **SECTION 28 – SECTION RESERVED**

[Intentionally Deleted]

### **SECTION 29 – DEFAULT**

The occurrence of one or more of the following is an event of default:

- a) The Failure by either party to perform, observe or comply with timely, any term, representation, condition, obligation, covenant, or other provision requiring performance of that party under this Exhibit "D" and such failure is not cured within sixty (60) days after written notice, specifying the nature of such failure and requesting that it be remedied, given by the non-defaulting party to the defaulting party, unless the non-defaulting party shall agree in writing to an extension of such time prior to expiration; provided, however, if the failure stated in the notice cannot reasonably be corrected within the applicable period, no event of default shall be deemed to exist hereunder if corrective action is instituted by the defaulting party promptly upon receipt of the written notice and is diligently pursued until corrected.
- b) The dissolution or liquidation of the Club, or the filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club's reorganization or liquidation under the provisions of the Federal Bankruptcy Code, or adjudication of the Club as bankrupt, or the appointment of a receiver of any of the Club's property, or the assignment of any of the Club's property for the benefit of its creditors, if the Club fails to lift, stay or dismiss promptly any such proceedings or any execution, garnishment or attachment that will materially and adversely impair the Club's operation.
- c) The Club abandons the Dunedin Facilities.
- d) The Club disposes of all or substantially all of its assets, other than to a permitted assignee.

## **Exhibit "D"**

- e) The filing of a voluntary or involuntary petition applicable to the Club in any proceeding for the Club's reorganization or liquidation under the provisions of the Federal Bankruptcy Code, if the Club fails to lift, stay or dismiss promptly such proceeding or similar proceedings under Canadian law.

Whenever any event of default by the Club shall have occurred and be continuing, the City may take any of the following remedial steps:

- (I) In the event of a monetary default, abandonment of the Dunedin Facilities by the Club or a wrongful termination of this Exhibit "D" by the Club, the City may reenter and take possession of the Dunedin Facilities without terminating this Exhibit "D", exclude the Club from possession thereof and lease or otherwise use the Dunedin Facilities for the account of the City and may require the acceleration of the annual payments as set forth above without setoff or other defense by the Club arising from the City's reentry and use of the Dunedin Facilities and such setoff or defenses of the Club are specifically waived.
- (II) Take any act or law or in equity as it may appear necessary or desirable to collect any amount to be paid by the Club hereunder when due, or to enforce any obligation or covenant or agreement of the Club under this Exhibit "D"; provided, however, no such enforcement shall include a requirement of the Club to play home Spring Training games at the Dunedin Facilities during the period that this Exhibit "D" is operable, the City's remedies in respect of any default in so playing being limited to monetary damages.

In the event that an event of default by the City shall have occurred and be continuing, the Club may institute such action against the City as the Club may deem necessary to complete performance or may perform the City's obligations hereunder and deduct the cost of so doing from payments required to be made hereunder to the City; provided, however that no such action shall seek to impose, or impose, any pecuniary liability upon the City, or any personal or pecuniary liability upon any member of the City Commission, employee, attorney or contractual representative of the City and any such claim, legal right or cause of action is specifically waived and foregone hereby.

No delay or omission to exercise any right or power accruing upon any event of default shall impair any right or power or shall be construed to be a waiver thereof by any such right or power may be exercised from time to time and as often as may be deemed expedient.

In the event either party shall default under any of the provisions of this Exhibit "D" and the other party should employ attorneys or incur other expenses for the collection of any amount due hereunder or the enforcement of performance or observance of any obligation or agreement herein contained, the non-breaching party if successful in such proceedings, shall be entitled to recover from the breaching party the reasonable fees of such attorneys and such other expenses so incurred.

## **Exhibit "D"**

In the event any agreement contained in this Exhibit "D" should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Except as limited by applicable law or this paragraph, no remedy conferred upon or reserved to the parties is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and in addition to any other remedy given under this Exhibit "D" or now hereafter existing at law or in equity or by statute.

### **SECTION 30 – SECTION RESERVED**

[Intentionally Deleted]

### **SECTION 31 – FORCE MAJEURE**

Neither party shall be liable for any loss or damage sustained by the other party, nor shall either party be considered in default for any event occurring or failing to occur or any state of facts existing as a result of any delay in performance or noncompliance of any provision of this Exhibit "D" that results from an action, event, omission or cause beyond its reasonable control and without its fault or negligence, including but not limited to civil commotion, riots, wars, fires, explosions, floods, earthquakes, wind or hurricane damage, embargos, or actions of civil or military authority.

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**TAB 3**

**COST-BENEFIT ANALYSIS OF THE TEAM'S IMPACT ON THE COMMUNITY**

## CITY OF DUNEDIN

### THE IMPACT OF SPRING TRAINING ON THE COMMUNITY

#### A COST – BENEFIT ANALYSIS

This analysis was assembled using a variety of information related to spring training in both the State of Florida and information specific to the City of Dunedin. A summary of the sources used in the analysis may be found at the end of this section. The approach taken was to attempt to determine the financial benefit, or lack thereof, to the City of Dunedin and its populace over the nineteen-year period since the City's certification as a Retained Spring Training Facility.

#### Findings

The cost of securing the Toronto Blue Jays has been approximately **sixteen million, four hundred fifty million, one hundred, fifty-five (\$16,450,155.00) dollars** over the nineteen-year period studied. This includes the amount of money expended for the construction of the then-new Spring Training facilities. Cost figures represent actual cash expenditures. The apparent benefit to the community for the same ten-year period is **six hundred, forty-six million, four hundred, fifty-four thousand, three hundred thirty-nine (\$646,454,339.00) dollars**.

#### Methodology

The benefits listed consist of five categories: First are monies paid directly to the City of Dunedin as a result of the license agreement with the Blue Jays. The second is the savings realized by the City of Dunedin as a result of the Blue Jays assuming the maintenance of the grounds and facilities at the two complexes they use. The third consists of contributions to community organizations and causes by the Blue Jays, which are made throughout the year. The fourth is the estimated impact of Spring Training-related tourism on the community.

Payments stipulated by the license agreement consist of an annual fee of \$125,000, a percentage- 5% of ticket revenue for the first 3,800 in attendance at each game, and 15% of ticket revenue for attendance in excess of 3,800 at each game, and a concession fee of fifty cents per attendee in excess of 3,800 per game. The figure for the annual fee was multiplied by nineteen to cover the study period. The three attendance-related figures were based on average game attendance per season, multiplied by the same nineteen-year period. The license agreement gave the City of Dunedin the right to market and sell the naming rights to the stadium used for Spring Training games. The City was able to sell the naming rights to Knology Broadband for a five-year term. That agreement has expired, but it did pay the City \$400,000 in cash and free cable TV airtime, which was used to advertise other City revenue-producing programs and events. Eight years ago, the City sold the naming rights to Florida Suncoast Auto Brokers for \$26,000 per year.

Cost savings on facility and grounds maintenance was derived by using a memo written a former head of the department responsible for the facilities, which listed a maintenance savings of at least \$200,000. This estimate seems conservative, given the size and scope of the



facilities, but was accepted for the purpose of this report since that was the figure originally accepted by the city. The annual figure was multiplied by nineteen to cover the study period, resulting in a total of \$3,800,000 saved.

The Blue Jays contribute to Dunedin youth sports organizations, through a variety of methods, however, the most significant contribution is that the organizations are able to use the sports facilities maintained by the team throughout the year, including during Spring Training. The Blue Jays absorb the cost of the additional grounds maintenance, including on-site staff during Little League, softball and high school baseball games. Estimated costs for this additional maintenance work and staffing is approximately \$50,000 per year, or \$950,000 for the nineteen-year study period.

The Blue Jays operate the concession and novelty shops during Spring Training as well as the Florida State League minor league game schedule. The team offers community organizations, such as the Rotary and Kiwanis Clubs, the Chamber of Commerce, and other civic groups, the opportunity to volunteer in the concession stands in exchange for payments to the organizations based on an hourly rate for each volunteer. The team pays approximately \$22,000 annually to local organizations through this program, for a nineteen-year total of \$418,000.

It is estimated that the Blue Jays contribute approximately \$20,000 a year to various organizations in Dunedin. They are also annual sponsors of the Dunedin Highland Games, the recreation and parks department's Leisure Activities Bulletin, and have paid for program costs for grand openings at various city recreational facilities. The estimated annual contribution was multiplied by nineteen to total the \$380,000 benefit for the study period.

As the City and the Blue Jays began negotiations for the upcoming 25-year License Agreement, the City contracted with Bonn Marketing, Inc. and Nielsen Sports to conduct an in-depth study specific to the economic value of the Toronto Blue Jays spring training. The study put the overall economic value in 2016 at \$635,836,429. It should be noted that the benefits attributed to retaining a spring training franchise, as outlined in this report, has been examined with respect to the entire local community, rather than just the local government entity that is financially responsible for the spring training facilities.

The purpose of the Retained Spring Training Franchise funding was to safeguard a Florida industry that had been determined to have a significant positive impact on the State's economy. Based on the apparent community benefit, the program would appear to have succeeded.





**COST AND BENEFITS SUMMARY FOR DUNEDIN FACILITIES 2000-2018**

**Costs**

**Expenditure**

Cost of Reconstruction	3,500,000
Operations	11,631,568
Capital Replacement	1,318,587

**Benefits**

**Monies Paid To City**

Annual Lease	2,375,000
Naming Rights	608,000
Ticket Revenues	334,995
Concession Fees	622,189

**Value Items**

Facilities Maintenance	3,800,000
------------------------	-----------

**Community Contributions**

Contributions to Little League, Softball, High School and Other Local Youth Sports Organizations	950,000
--	---------

Spring Training Concession Fund Raising Opportunities for Local Organizations	418,000
---	---------

Blue Jays' Contributions to Local Civic Organizations and Causes	380,000
--	---------

**Tourism Impact**

Direct & Indirect	635,836,429
-------------------	-------------

**TOTALS:**

**\$ 16,450,155.00**

**\$ 645,324,613.00**

**TAB 4**

**EVIDENCE THAT THE CITY OF DUNEDIN CONTINUES TO MEET THE  
CRITERIA IN EFFECT WHEN CERTIFIED**

## **COMPLIANCE WITH CRITERIA IN EFFECT**

### **AT THE TIME OF CERTIFICATION**

Following is a list of the criteria that were applicable at the time of the City of Dunedin's application for certification as a Retained Spring Training Facility. The City of Dunedin developed its application in September 2000. This section will address the City's compliance with each of those criteria as of July 2018.

#### **Criterion 1:**

A "unit of local government," as defined in Section 218.369, Florida Statutes, is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training facility is located.

#### **Response:**

The City of Dunedin is the owner of the property and facilities which have been used by the Toronto Blue Jays Baseball Club since 1977.

#### **Documentation:**

Please see site control documentation, which may be found in the Appendix of this report.

#### **Criterion 2:**

The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least fifteen (15) years.

#### **Response:**

The City of Dunedin and the Toronto Blue Jays executed a license agreement on December 15, 2000, which committed the baseball club to a fifteen (15) year term of use of the facilities for spring training. Amendments to the agreement have extended the term through 2019 and the parties have signed a new agreement that will ensure the club remains in Dunedin for an additional 25 years.

#### **Documentation:**

Please see the license agreement and amendments, copies of which may be found in Tab No. 2 of this report. The license agreement and amendments included pertain only to the current funding on which this report is based.

#### **Criterion 3:**

The applicant has a financial commitment to provide fifty (50) percent or more of the funds required by an agreement for the acquisition, construction or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.



**Response:**

The total cost of the facilities reconstruction project was approximately fourteen million (\$14,000,000) dollars, of which ten-million (\$10,000,000) was funded by the State. Locally, three million (\$3,000,000) dollars was provided by Pinellas County Tourist Development Tax money, and the City of Dunedin provided the remaining four million (\$4,000,000) dollars. The City financed the entire cost of the project, and is paying it back over twenty years, using the grant fund payments and its own money to cover the debt service each year.

**Documentation:**

Please see relevant pages in the Appendix..

**Criterion 4:**

The applicant has projections, verified by the Office of Tourism, Trade and Economic Development, which demonstrate that the facility for a retained spring training franchise will attract a paid attendance of at least 50,000 annually.

**Response:**

Average attendance at Toronto Blue Jays spring training games in Dunedin since 2006 was 68,092.

**Documentation:**

Please see year-by-year information on the Florida Grapefruit League website, 2018 attendance figures were 71,892. This figure was not listed on the Florida Grapefruit League website but was provided by the Blue Jays. The year-by-year figures only go back to 2006, so the average attendance is based on thirteen years of Spring Training games in Dunedin.

**Criterion 5:**

The facility for a retained spring training franchise is located in a county that is levying a tourist development tax pursuant to Section 125.0104, Florida Statutes.

**Response:**

Pinellas County continues to levy a tourist development tax.

**Documentation:**

Please see information in the Appendix from the Pinellas County website, related to the Tourist Development Council, Tourist Development Tax.

**Criterion 6:**

The intended use of the funds by the applicant.

**Response:**

The intended use of the funds was the construction of new facilities related to retaining the Toronto Blue Jays in Dunedin. The funds were expended on renovations to Dunedin Stadium, the Englebert Recreation Complex, the Louis A. Vanech Recreation Complex and the Fischer Field Complex.

**Documentation:**

Please see materials in Tab No. 2 of this report.

**Criterion 7:**

The length of time that the existing franchise has been located in the state.

**Response:**

The Toronto Blue Jays have had only one spring training home since their inception. Dunedin has been that home since the opening spring training season in 1977, for a total of forty-two (42) years.

**Documentation:**

Please see information in the Appendix - website information on Florida Grapefruit League.com, related to the length of time the Toronto Blue Jays have held spring training in Dunedin.

**Criterion 8:**

The length of time a facility to be used by a retained spring training franchise has been used by one or more spring training franchises.

**Response:**

Please see response to Criterion 7.

**Documentation:**

Please see response to Criterion 7.

**Criterion 9:**

If applicable, for those teams leasing a spring training facility from a unit of local government, the remaining time on the lease for the facility used by the spring training franchise.

**Response:**



The original License Agreement has been amended to extend the use of the facility until December 31, 2019. The Blue Jays will remain in Dunedin under a new agreement after that time, for an additional 25 years.

**Documentation:**

Please see the license agreement, and amendments, copies of which may be found in Tab 3 of this report.

**Criterion 10:**

The duration of the future-use agreement with the retained spring training franchise.

**Response:**

In anticipation of the construction of new facilities, an amendment to the License Agreement was recently executed that would extend the agreement while a new license agreement is negotiated. The amendment extends the existing License Agreement to December 31, 2019. Additionally, the City and the Club recently executed a new License Agreement that has a term of twenty-five (25) years.

**Documentation:**

Please see the License Agreement and related amendments in Tab 2 of this report. Also please see City of Dunedin Resolution 17-52 that references the execution of the new 25- year License Agreement.

**Criterion 11:**

The amount of the proposed local match.

**Response:**

Please see the response to Criterion No. 3.

**Documentation:**

Please see documentation for Criterion No. 3 response, in Appendix.

**Criterion 12:**

The net increase of total active recreation space owned by the applying unit of local government following the acquisition of land for the spring training facility.

**Response:**

The funds were used for reconstruction of existing facilities. There was no land acquisition, or conversion of land to recreational use from another type of use; therefore, there was no net increase in active recreation space.

**Documentation:**

Not applicable.





**Criterion 13:**

The location of the facility in a brownfield, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an Urban Infill Redevelopment Plan.

**Response:**

The facility is not located in any of the above-mentioned areas. The Game Day Stadium, however, is located just blocks from the city's Community Redevelopment District.

**Documentation:**

Not applicable.

**Criterion 14:**

The projections on paid attendance attracted by the facility and the proposed effect on the economy of the local community.

**Response:**

As noted in the response to Criterion No. 4, the average annual paid attendance since 2006 has been 68,092. There has been an apparent total economic benefit to the community of \$646,454,339 over the nineteen-year period studied.

**Documentation:**

Please see the 2016 Bonn Marketing/Nielsen Sports Report to Criterion No. 4, located in the Appendix, and the Cost Benefit Analysis, located in 3 of this report.

**TAB 5**

**APPENDIX CONTENTS**

## **APPENDIX CONTENTS**

- **Site Control Documentation**
- **Financial Commitment**
- **Average Attendance**
- **Tourist Development Tax**
- **Franchise Tenure in State**
- **Economic Impact Study**

## SITE CONTROL DOCUMENTATION

## **Site Control Documentation**

33

MASTER'S DEED

THIS INSTRUMENT, Made this 16<sup>th</sup> day of June, A.D. 1937, Between Harry L. Thompson, as Special Master in Chancery, of the first part, and City of Dunedin, a municipal corporation under the laws of the State of Florida, in Pinellas County, Florida, of the second part;

WHEREAS, the Circuit Court of the Sixth Judicial Circuit of the State of Florida, in and for Pinellas County, in Chancery, on the 11th day of May, 1937, among other things ordered, adjudged and decreed, in a certain cause then pending in said Court, between City of Dunedin, a municipal corporation, complainant, and Rhea & Company, Incorporated, a dissolved Florida corporation, and all unknown persons or parties claiming any right, title and interest in, to or over the herein described property through, under or from said dissolved corporation, and Virginia Park Company, Inc., a dissolved Florida corporation, and all unknown persons or parties claiming any right, title and interest in, to or over the herein described property through, under or from said dissolved corporation, defendants, that the premises described in said decree, and hereinafter particularly described, be sold by the undersigned Special Master in parcels as therein described to the highest and best bidder for cash on some Rule Day of said Court during the legal hours of sale at the front door of the Court House in Clearwater, Pinellas County, Florida, after first publishing a notice of the time, place and manner of sale in a newspaper of general circulation published in Pinellas County, Florida, for two consecutive weeks, and

WHEREAS, the said Special Master, in pursuance of the said order and decree of the said Court in Chancery, after first giving and publishing notice of the time and place of sale, together with a description of the premises to be sold, as aforesaid, for two consecutive weeks in The Dunedin Times, a newspaper of general circulation published at Dunedin, in Pinellas County, Florida, did, on the 7th day of June, 1937, sell at public auction the said premises, in parcels as hereinafter particularly described, agreeable to the order aforesaid; at which sale the said premises, in parcels, were sold to the said party of the second part for the total sum of Twenty-five Hundred (\$2500.00) Dollars, as follows:

Parcel One. NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 34, Township 28 South, Range 15 East, less a lot in NE corner running east and west 345 feet and north and south 635 feet known as school tract.

for the sum of Two Thousand (\$2000.00) Dollars, that being the highest sum bid for the same; and

Parcel Two. That lot beginning 25 feet south and 25 feet west of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 34-28-15, and running west 196 feet, south 100 feet, east 196 feet, north 100 feet to P.O.B.,

for the sum of Five Hundred (\$500.00) Dollars, that being the highest sum bid for the same, and

WHEREAS, the said undersigned Special Master, party of the first part, did thereafter make his report of sale, together with all his acts and doings thereunto to said Court, and the Court did, on the 15th day of June, 1937, by order and decree, confirm the sale so made and so reported, and did order and direct said Special Master to make, execute and deliver a Master's Deed conveying said described property to the said City of Dunedin a municipal corporation, the purchaser at said sale, and in and by said order the said Court did fully ratify and confirm the sale so made,

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said Special Master, in order to carry into effect the said sale so made as aforesaid, in pursuance of the said decree of the said Court of Chancery, in consideration of the premises, and of the said sum of Twenty-five Hundred (\$2500.00) Dollars, paid at the time of the execution hereof, by the said party of the second part to the said Special Master, the receipt whereof he does hereby acknowledge, has granted, bargained, sold, aliened, released, conveyed and confirmed, and by these presents does grant, bargain and sell, alien, release, convey and confirm unto the said party of the second part, and to its successors and assigns forever, the certain parcels of land in the County of Pinellas, State of Florida, described as follows:

School  
 NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 34, Township 28 South, Range 15 East, less a lot in NE corner running east and west 345 feet and north and south 635 feet known as school tract, and

VFW  
 That lot beginning 25 feet south and 25 feet west of NW corner of NW $\frac{1}{4}$  of SE $\frac{1}{4}$  of Section 34-28-15, and running west 196 feet, south 100 feet, east 196 feet, north 100 feet to P.O.B.,

together with all and singular the rights, members, privileges, hereditaments and appurtenances to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD all and singular the said premises, above mentioned and described, and hereby granted and conveyed, or intended so to be, with the appurtenances, unto the said party of the second part, its successors



and assigns, forever.

IN WITNESS WHEREOF, the said Special Master in Chancery, as aforesaid, has herunto set his hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]

Harry L. Thompson (Seal)  
As Special Master in Chancery.

[Signature]

STATE OF FLORIDA )  
COUNTY OF PINELLAS ) ss.

I, an officer duly authorized to take acknowledgments, hereby certify that Harry L. Thompson is well known to me, and known to me to be the individual described in and who executed the foregoing deed of conveyance, and that he acknowledged before me that he executed the foregoing deed, as Special Master in Chancery, aforesaid, for the purposes therein expressed.

WITNESS my hand and official seal, the 16<sup>th</sup> day of June, A.D. 1937, at Clearwater, in the State and County aforesaid.



Helen Pecarek  
Notary Public, State of Florida at Large.

My Commission Expires [Date] Notary Public, State of Florida at Large  
My Commission Expires Nov. 8, 1937

FILED FOR RECORD June 16 1937 AT 4:20 PM IN THE BOOK NOTED  
BY ANNE A. G. MORGAN, CLERK OF THE CIRCUIT COURT, PINELLAS  
COUNTY, FLORIDA. [Signature] DEPUTY CLERK

12

This Warranty Deed Made the 31st. day of January A. D. 19 77 by  
STANLEY R. DOUGLAS, individually and as Trustee

hereinafter called the grantor, to CITY OF DUNEDIN, a Municipal Corporation, 116236 72 0001. 31JA77  
40 h.00  
41 540.00  
42 198.00  
43 742.00

whose postoffice address is 750 Milwaukee Ave., Dunedin, Florida 33528  
hereinafter called the grantee;  
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ --10.00-- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, releases, conveys and confirms unto the grantee, all that certain land situate in Pinellas County, Florida, viz:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and Lots 8 and 9 in the Southeast 1/4 of Section 24, Township 28 South, Range 15 East, said Lots 8 and 9 being according to map of PINELLAS GROVES, as recorded in Plat Book 3, Page 15, Public Records of Pinellas County, Florida, all lying and being in Pinellas County, Florida.

SUBJECT TO easements and restrictions of record.

40 Cash 400  
41 St 54000  
42 Sur 19800  
43 Int 74200  
Tot 74200

PINELLAS COUNTY 133375  
FLORIDA DOCUMENTARY SUR TAX 198.00  
JAN 31 1977

STATE OF FLORIDA DOCUMENTARY STAMP TAX 540.00  
DEPT. OF REVENUE  
JAN 31 1977

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 76

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

*Marianne Schaffer*  
Marianne Schaffer

*Stanley R. Douglas*  
Stanley R. Douglas

STATE OF Florida  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Stanley R. Douglas, individually and as Trustee

to me known to be the person described in and who executed the foregoing instrument and, he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 31st. day of

January A. D. 19 77  
Notary Public, State of Florida MY COMMISSION EXPIRES: 4-29-77

This instrument prepared by:

*Marianne Schaffer*  
This instrument was prepared by Marianne Schaffer of American Title Insurance Company, 51 Main Ave. S., Clearwater, Florida 34615, incident to the issuance of a title insurance contract.

SPACE BELOW FOR RECORDERS USE  
JAN 31 3 01 PM '77  
PINELLAS CO. FLORIDA  
CLERK (INT. USE ONLY)

12

TRUSTEE'S DEED

BY THIS DEED SUN BANK OF TAMPA BAY, as Trustee under the Last Will and Testament of SUSIE L. JONES, deceased, herein called Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS, paid by CITY OF DUNEDIN, a Municipal Corporation, of the State of Florida, whose post office address is: P.O. Box 1348, Dunedin, Florida 34697-1348, herein called Grantee, grants, bargains, sells and conveys to Grantee the following real property in Pinellas County, Florida:

"SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF"

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through or under Grantor.

Subject to real estate taxes for 1988 and thereafter. Subject to restrictions and easements of record and zoning ordinances.

CASH 15.00  
Rec 12,744.60  
DS 12,744.60  
Int  
Fee  
Total 12,759.60

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name the day and year first above written.

15 15957546 40 1. 29J88  
40 15.00  
41 12,744.60  
TOTAL 12,759.60 C/K

Signed, Sealed and Delivered in our Presence:

Documentary Tax Pd. \$ 12,744.60  
Intangible Tax Pd.  
Karlgen F. DeBlaker, Clerk Pinellas County  
Deputy Clerk

SUN BANK OF TAMPA BAY

Betty Sanchez  
Luzanne Hraf

BY: Jack C. McLean, Trust Officer  
ATTEST: Victoria J. Yamatani, Trust Officer

STATE OF FLORIDA  
COUNTY OF PINELLAS

(Corporate Seal)

I HEREBY CERTIFY that on this 26th day of January A.D. 1988, before me personally appeared Jack C. McLean, Trust Officer, of Sun Bank of Tampa Bay, as Trustee under the Last Will and Testament of Susie L. Jones, deceased, to me known to be the person described in and who executed the foregoing conveyance to City of Dunedin, a Municipal Corporation, of The State of Florida, and severally acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned; and that he affixed thereto the official seal of said Corporation, and the said instrument is the act and deed of said Corporation.

Witness my signature and official seal at DUNEDIN in the County of Pinellas and State of Florida, the day and year last aforesaid.

My Commission Expires: PUBLIC Notary Public

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES SEPTEMBER 04, 1989

Jan 29 5 25 PM '88  
Luzanne Hraf

apared BY:  
HEN G. HUBBARD  
HAZER, HUBBARD,  
LANDT & WILLIAMS  
Attorneys at Law  
Post Office Box 1178  
595 Main Street  
Dunedin, FL 34698-1178

## EXHIBIT "A"

## DESCRIPTION:

The SW.¼ of the NE.¼ of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida, LESS the northerly 520.00 feet and the southerly 400.00 feet thereof; and

the north half of the NE.¼ of the SW.¼ of said Section 24, LESS a part thereof contained in property described in Official Record Book 4237, page 1115 of the Public Records of Pinellas County, and subject to the occupation of Garrison Road on the west, and

the SE.¼ of the NW.¼ of said Section 24, LESS the northerly 494.00 feet thereof, and LESS a part thereof contained in property described in O.R. Book 4237, page 1115 and O.R. Book 4239, page 345 of the Public Records of Pinellas County, and subject to the occupation of Garrison Road on the west.

All of the above being more particularly described as follows:

Begin at the center of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence S.00°-23'-42"E., (assumed bearing and basis of bearings for this description), along the east boundary of the SW.¼ of said Section 24, 662.36 feet; thence N.89°-24'-04"W., along the south boundary of the North half of the NE.¼ of the SW.¼ of said Section 24, 1324.18 feet; thence N.00°-17'-54"W., along the west boundary of the NE.¼ of the SW.¼ of said Section 24, 643.71 feet; thence S.89°-22'-55"E., 19.07 feet southerly of and parallel to the north boundary of the SW.¼ of said Section 24, 231.83 feet; thence N.00°-22'-35"W., parallel to the west boundary of the SE.¼ of the NW.¼ of said Section 24, 162.60 feet; thence N.89°-22'-55"W., 231.80 feet; thence N.00°-22'-35"W., along the west boundary of the SE.¼ of the NW.¼ of said Section 24, 166.07 feet; thence N.89°-37'-25"E., 223.50 feet; thence N.00°-22'-35"W., parallel to the west boundary of the SE.¼ of the NW.¼ of said Section 24, 130.00 feet; thence S.89°-37'-25"W., 223.50 feet; thence N.00°-22'-35"W., along the west boundary of the SE.¼ of the NW.¼ of said Section 24, 100.73 feet; thence S.89°-30'-19"E., 494.00 feet southerly of and parallel to the north boundary of the SE.¼ of the NW.¼ of said Section 24, 1322.74 feet; thence S.00°-23'-42"E., along the east boundary of the NW.¼ of said Section 24, 26.02 feet; thence S.89°-23'-35"E., 520.00 feet southerly of and parallel to the north boundary of the SW.¼ of the NE.¼ of said Section 24, the easterly portion of this line being also the south boundary of LYNNWOOD - UNIT ONE as recorded in Plat Book 70, page 98 of the Public Records of Pinellas County, 1335.65 feet; thence S.00°-21'-56"E., along the east boundary of the SW.¼ of the NE.¼ of said Section 24, being also the west boundary of SPANISH ACRES as recorded in Plat Book 70, page 95 of the Public Records of Pinellas County, 417.36 feet; thence N.89°-22'-55"W., 400.00 feet northerly of and parallel to the south boundary of the NE.¼ of said Section 24, being also the north boundary of TANGLEWOOD EAST as recorded in Plat Book 70, page 87 of the Public Records of Pinellas County, 1335.34 feet; thence S.00°-23'-42"E., along the west boundary of the NE.¼ of said Section 24, being also the west boundary of said TANGLEWOOD EAST, 400.06 feet to the Point of Beginning. Subject to the occupation of Garrison Road along the west boundary. Subject to easements and restrictions of record.

AND

Begin at the southwest corner of the SE.¼ of the NW.¼ of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence N.00°-22'-35"W., 143.53 feet, along the west boundary of the SE.¼ of the NW.¼ of said Section 24; thence S.89°-22'-55"E., 43.80 feet; thence S.00°-22'-35"E., 162.60 feet; thence N.89°-22'-55"W., 43.83 feet, along a line 19.07 feet south of and parallel to the north boundary of the SW.¼ of said Section 24, to a point on the west boundary of the NE.¼ of the SW.¼ of said Section 24; thence N.00°-17'-54"W., 19.07 feet, along said west boundary, to the Point of Beginning. Containing 7121 square feet, more or less.

LEGAL DESCRIPTION CONTINUED

AND

Commence at the southwest corner of the SE.¼ of the NW.¼ of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence N.00°-22'-35"W. (assumed bearing and basis of bearings for this description) along the west boundary of the SE.¼ of the NW.¼ of said Section 24, 609.60 feet for a Point of Beginning; thence N.00°-22'-35"W., continuing along the west boundary of the SE.¼ of the NW.¼ of said Section 24, 130.00 feet; thence N.89°-37'-25"E., 20.00 feet; thence S.01°-55'-07"E., along the west boundary of property conveyed to Earl A. and Iva M. Jones by Trustee's Deed recorded in O.R. Book 4239, page 345 of the Public Records of Pinellas County, 130.05 feet; thence S.89°-37'-25"W., 23.50 feet to the Point of Beginning. Containing 2827.5 square feet, more or less. Subject to the prescriptive easement rights of the existing overhead utility lines.

Subject to the occupation of Garrison Road along the west boundary. Subject to the rights of ingress and egress from Garrison Road to the property abutting on the east.

Subject to the Declaration of Public Road, 15 feet on each side of the 40 acre line, petitioned on April 7, 1914 and declared on October 6, 1914 in Book 1, page 390 of the Public Records of Pinellas County. (Road number 36, known as Garrison Road.)

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Commence at the southwest corner of the SE.¼ of the NW.¼ of Section 24, Township 28 South, Range 15 East, Pinellas County, Florida; thence S.00°-17'-54"E., 19.07 feet, along the west boundary of the NE.¼ of the SW.¼ of said Section 24; thence S.09°-22'-55"E., 43.03 feet, to the Point of Beginning; thence S.09°-22'-55"E., 100.00 feet, parallel to the north boundary of the SW.¼ of said Section 24; thence N.00°-22'-35"W., 162.60 feet, parallel to the west boundary of the SE.¼ of the NW.¼ of said Section 24; thence N.09°-22'-55"W., 100.00 feet; thence N.00°-22'-35"W., 15.00 feet; thence S.09°-22'-55"E., 242.01 feet; thence S.00°-22'-35"E., 192.60 feet; thence N.09°-22'-55"W., 242.01 feet; thence N.00°-22'-35"W., 15.00 feet, to the Point of Beginning. Containing 16040 square feet, more or less.

AND

Commence at the Southwest corner of the SE 1/4 of the NW 1/4 of Section 24, Township 28, South, Range 15 East, Pinellas County, Florida; thence N 00°22'35"W, 739.60 feet, along the west boundary of the SE 1/4 of the NW 1/4 of said Section 24; thence N 89°37'25"E, 103.50 feet, to the Point of Beginning; thence N 80°09'41"E, 121.66 feet; thence S 00°22'35"E, 20.00 feet; thence S 89°37'25"W, 120 feet, to the Point of Beginning. Containing 1200 square feet, more or less.

**Documentation of Financial Commitment**  
**City Budgets for the Facility**

**STADIUM FUND**

	ACTUAL 2014	ACTUAL 2015	BUDGET 2016	ESTIMATED 2016	BUDGET 2017	% CHG FROM BUDGET 2016
<b>BEGINNING FUND BALANCE</b>	\$ 237,374	\$ 118,014	\$ 44,298	\$ 66,239	\$ 39,175	-12%
<b>REVENUES</b>						
Property Taxes	-	-	-	-	-	0.0%
Other Taxes	-	-	-	-	-	0.0%
Licenses, Permits, Fees	-	-	-	-	-	0.0%
Intergovernmental	797,984	797,984	797,984	624,184	500,000	-37.3%
Charges for Services	300,493	322,045	326,000	326,000	321,000	-1.5%
Fines	-	-	-	-	-	0.0%
Miscellaneous	39,199	33,653	35,400	35,400	32,200	-9.0%
Transfers	200,000	351,859	212,000	362,000	167,000	-21.2%
Debt Proceeds	-	-	-	-	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$ 1,337,676</b>	<b>\$ 1,505,541</b>	<b>\$ 1,371,384</b>	<b>\$ 1,347,584</b>	<b>\$ 1,020,200</b>	<b>-25.6%</b>
<b>EXPENDITURES</b>						
City Manager	-	-	-	-	-	0.0%
City Clerk	-	-	-	-	-	0.0%
City Attorney	-	-	-	-	-	0.0%
City Commission	-	-	-	-	-	0.0%
Finance	-	-	-	-	-	0.0%
HR & Risk Mgmt	-	-	-	-	-	0.0%
Planning & Development	-	-	-	-	-	0.0%
Eco. & Hsg. Development	-	-	-	-	-	0.0%
Communications	-	-	-	-	-	0.0%
Law Enforcement	-	-	-	-	-	0.0%
Fire	-	-	-	-	-	0.0%
Library	-	-	-	-	-	0.0%
Parks & Recreation	1,457,036	1,557,316	1,363,390	1,374,648	1,019,500	-25.2%
Public Works	-	-	-	-	-	0.0%
Non-Departmental	-	-	-	-	-	0.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,457,036</b>	<b>\$ 1,557,316</b>	<b>\$ 1,363,390</b>	<b>\$ 1,374,648</b>	<b>\$ 1,019,500</b>	<b>-25.2%</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 118,014</b>	<b>\$ 66,239</b>	<b>\$ 52,292</b>	<b>\$ 39,175</b>	<b>\$ 39,875</b>	<b>-23.7%</b>
<b>EXPENDITURES BY CATEGORY</b>						
Personnel	31,014	34,980	32,628	21,181	39,000	19.5%
Operating	298,272	519,588	572,855	595,560	564,400	-1.5%
Capital	-	-	-	-	-	0.0%
Other	1,127,750	1,002,748	757,907	757,907	416,100	-45.1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,457,036</b>	<b>\$ 1,557,316</b>	<b>\$ 1,363,390</b>	<b>\$ 1,374,648</b>	<b>\$ 1,019,500</b>	<b>-25.2%</b>





**STADIUM FUND ANALYSIS**

The Stadium Fund is a Special Revenue Fund created to account for the receipt and disbursement of funds related to the City’s stadium, including operations and debt service.

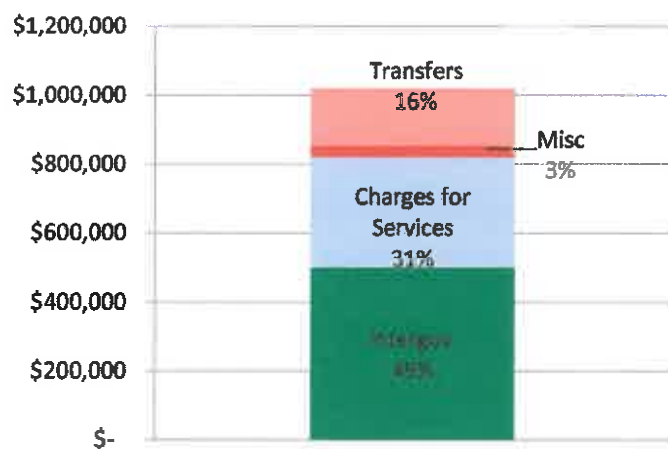
**AVAILABLE FUND BALANCE**

The City anticipates ending FY 2017 with a fund balance of 7% of budgeted operating expenditures. While this is below the target identified by the City’s Reserve Policy, City Commission has directed staff to reduce the fiscal burden on the General Fund, which would need to transfer funding into the stadium Fund to meet reserve requirements. As debt payments approach retirement, the annual expenditure on Stadium Bonds will continue to decrease. Commission will re-evaluate the condition of the Stadium Fund’s reserves against the City policy at the end of FY 2017 and adjust accordingly.

**REVENUE**

Intergovernmental revenue will decrease 37% over prior year levels in FY 2017 as funding through Pinellas County’s Tourist Development Council expired during FY 2016. Charges for service are anticipated to remain relatively flat in FY 2017. The Stadium Fund will receive a \$167,000 transfer from the General Fund in FY 2017 to fund operations and debt service obligations. This is a 21% decrease over the prior year’s levels as two of three debt obligations were fulfilled during FY 2016.

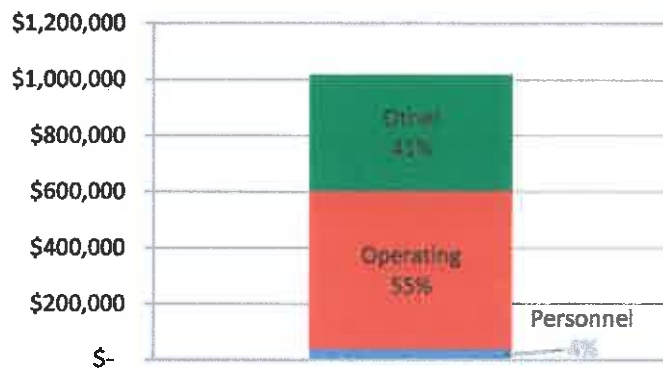
**Stadium Fund Revenues**



**EXPENDITURES**

Personnel costs are anticipated to increase \$7,000 in FY 2017 to fund over-time costs for staff to prepare for and clean-up after games. FY 2017 operating expenses include \$96,500 for repair and maintenance of facilities and \$60,000 for professional consulting services to assist with retaining the Toronto Blue Jays, whose contract expires at the end of FY 2017. The largest expenditure category is associated with debt payments totaling \$416,100 in FY 2017.

**Stadium Fund Expenditures**





FY 2017 ADOPTED BUDGET SOLID WASTE FUND	ACTUAL FY 2014	ACTUAL FY 2015	5% comm. incr. BUDGET FY 2016	5% comm. incr. ESTIMATED FY 2016	Incr. 1.6% comm. 1.6% rate BUDGET FY 2017	1.5% rate incr. 1.7% rate BUDGET FY 2018	2% rate incr. rate and comm. BUDGET FY 2019	2% rate incr. rate and comm. BUDGET FY 2020	2% rate incr. rate and comm. BUDGET FY 2021	2% rate incr. rate and comm. BUDGET FY 2022
Licenses & Permits	-	-	-	-	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-	-	-	-	-
Charges for Services *	4,746,966	4,839,464	4,706,781	4,706,781	5,063,200	5,159,400	5,262,600	5,367,800	5,475,300	5,584,800
Other Operating Income	28,237	8,802	-	684,142	-	-	-	-	-	1,350,000
Debit Proceeds	-	-	-	49,918	47,600	47,600	47,600	47,600	47,600	47,600
Misc- Investment Earnings / Gain on Capital Assets	1,382	2,674	49,918	49,918	-	-	-	-	-	-
Other- Contributions, Grants	23,304	28,827	-	-	-	-	-	-	-	-
Internal Charges/Transfers	520,000	598,300	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>5,319,988</b>	<b>5,575,887</b>	<b>4,756,699</b>	<b>5,450,641</b>	<b>5,130,800</b>	<b>5,207,000</b>	<b>5,310,200</b>	<b>5,415,500</b>	<b>5,522,900</b>	<b>5,632,400</b>
Personnel	1,356,719	1,244,929	1,379,845	1,345,693	1,363,400	1,404,300	1,448,400	1,489,800	1,534,500	1,580,500
Operating	3,747,571	3,417,201	3,302,600	3,302,600	3,075,700	3,137,200	3,196,900	3,263,900	3,328,200	3,395,800
Capital	67,932	62,046	175,000	844,142	876,300	630,100	368,800	208,000	676,000	2,144,400
Other/Transfers	33,668	520,000	-	-	145,700	145,600	145,600	145,600	145,600	145,600
Budget Amendments	-	-	-	45,545	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>5,205,890</b>	<b>5,244,176</b>	<b>4,857,545</b>	<b>5,537,960</b>	<b>5,481,100</b>	<b>5,317,200</b>	<b>5,160,700</b>	<b>5,105,300</b>	<b>5,685,300</b>	<b>7,120,700</b>
Fund Balance Added/Used	113,969	331,721	(100,846)	(87,139)	(330,300)	(110,200)	149,500	310,200	(162,400)	(138,300)
* Available Fund Balance / Working Capital = Current Assets - Current Liabilities										
Ending Available Balance*	804,342	1,091,556	482,222	1,004,417	674,117	863,917	713,417	1,023,817	861,217	722,917
Ending Fund Balance (15% target)	16%	23%	10%	22%	15%	12%	15%	22%	18%	15%
<b>SOLID WASTE CIP PROJECTS</b>										
RFID Scanner Replacements	114,430	45,550	-	-	-	-	-	26,000	26,000	26,000
Solid Waste Storage Bldg	9,091	-	150,000	150,000	-	-	-	-	-	-
Citywide Facilities Exterior Painting	-	-	-	-	-	-	-	-	-	-
Citywide Roof Replacements	-	-	-	-	-	-	-	-	-	-
Fleet Replacements	-	-	-	-	851,300	630,100	348,800	180,000	600,000	2,118,400
<b>Total CIP</b>	<b>123,521</b>	<b>45,550</b>	<b>150,000</b>	<b>150,000</b>	<b>851,300</b>	<b>630,100</b>	<b>368,800</b>	<b>206,000</b>	<b>676,000</b>	<b>2,144,400</b>

**REVENUE ASSUMPTIONS**  
 Charges for services: Based on programmed rate increases adopted in Ordinance 14-13.  
 Miscellaneous: Based on historical levels  
 Only FY16 vehicles purchased through master leases, all others bought outright

**EXPENDITURE ASSUMPTIONS**  
 Personnel: 3% growth FY 2018 and beyond  
 Operating: 2% growth FY 2018 and beyond  
 Capital: As budgeted each year and per existing Fleet replacement schedule.  
 Other: As budgeted each year. All capital vehicle purchases will be through a master lease.

Revisions since previous version (FY 2017 Proposed):  
 Updated FY 2017 expenses per Tentative Budget.  
 Removed Master Lease in all future years except 2022.

Note: It is the City's intent to review Solid waste's fleet replacement schedule in FY 2022 to avoid the need for a master lease.

## FY 2018 ADOPTED BUDGET SUMMARY

FY 2018 Millage Rate of 4.1345

FUND	BEGINNING FUND BALANCE	REVENUE	EXPENDITURES	END FUND BALANCE	ENDING AVAILABLE FUND BALANCE
<b>GENERAL FUND</b>	5,213,089	27,314,200	28,062,900	4,464,389	\$ 4,563,489
<b>SPECIAL REVENUE FUNDS</b>					
Stadium Fund	137,123	83,478,800	83,450,900	165,023	164,523
Impact Fee Fund	299,706	533,800	521,200	312,306	312,306
Building Fund	222,525	1,200,000	936,400	486,125	486,125
CRA Fund	248,370	840,000	723,500	364,870	364,870
County Gas Tax Fund	302,384	481,700	497,300	286,784	286,784
Penny Fund	6,910,124	4,236,600	7,682,800	3,463,924	3,463,924
FUND	BEGINNING NET POSITION	REVENUE	EXPENSES	END TOTAL NET POSITION	ENDING AVAILABLE NET POSITION
<b>ENTERPRISE FUNDS</b>					
Solid Waste Fund	1,490,060	5,305,500	5,666,800	1,128,760	292,307
Water/Wastewater Fund	33,412,996	19,558,700	19,530,300	33,441,396	25,390,439
Marina Fund	2,442,459	464,600	426,800	2,480,259	733,829
Stormwater Fund	12,100,271	3,720,500	4,484,500	11,336,271	2,066,018
Parking Fund	2,965,100	869,800	2,524,900	1,310,000	1,150,000
<b>INTERNAL SERVICES FUNDS</b>					
Fleet Services Fund	7,590,646	3,022,900	2,975,300	7,638,246	1,168,775
Facilities Maintenance Fund	1,389,836	1,570,700	1,908,500	1,052,036	585,128
Risk Safety Self-Insurance Fund	3,540,873	1,641,800	1,579,100	3,603,573	3,608,352
Health Benefits Self-Insurance Fund	464,040	4,444,300	4,386,500	521,840	526,619
Information Technology Fund	672,351	1,067,400	862,000	877,751	188,263
<b>TOTAL OF ALL FUNDS</b>	\$ 79,401,954	\$ 159,751,300	\$ 166,219,700	\$ 72,933,554	\$ 45,351,752
<i>Less Interfund Transfers</i>	-	(6,453,300)	(6,453,300)	-	-
<b>NET GRAND TOTAL</b>	\$ 79,401,954	\$ 153,298,000	\$ 159,766,400	\$ 72,933,554	\$ 45,351,752

### SCHEDULE OF TRANSFERS

TRANSFER FROM - TO	PURPOSE	AMOUNT
General Fund - Stadium Fund	Operational support	\$ 100,000
CRA Fund - Impact Fee Fund (LDO)	Economic development incentives	66,000
Impact Fee Fund (LDO) - Penny Fund	Repayment of Hammock Park loan	415,200
CRA Fund - General Fund	Special event support	28,400
CRA Fund - Parking Fund	Lease of downtown parking lots	49,000
Penny Fund - Stadium Fund	Stadium/Englebert reconstruction	5,663,000
Solid Waste- Fleet Fund	Repayment of interfund loan	131,700
<b>TOTAL INTERFUND TRANSFERS</b>		\$ 6,453,300

### SCHEDULE OF GRANTS

GRANTOR	DEPARTMENT	FUND	AMOUNT
Pinellas County Bd. of County Comm.	Fire	General	\$ 10,000
State of Florida	Parks & Recreation	Stadium	500,000
Juvenile Welfare Board	Parks & Recreation	General	23,500
Southwest Florida Water Mgmt. District	Public Works	Water/WW	1,082,900
<b>TOTAL GRANTS</b>			\$ 1,616,400



**STADIUM FUND**

	ACTUAL 2015	ACTUAL 2016	BUDGET 2017	ESTIMATED 2017
BEGINNING FUND BALANCE	\$ 118,014	\$ 66,239	\$ 39,175	\$ 93,411
<b>REVENUES</b>				
Property Taxes	-	-	-	-
Other Taxes	-	-	-	-
Licenses, Permits, Fees	-	-	-	-
Intergovernmental	797,984	624,162	500,000	500,000
Charges for Services	322,045	370,044	321,000	321,000
Fines	-	-	-	-
Miscellaneous	33,653	46,230	32,200	32,200
Debt Proceeds	-	-	-	-
Transfers In	351,859	323,000	167,000	167,000
<b>TOTAL REVENUES</b>	<b>\$ 1,505,541</b>	<b>\$ 1,363,436</b>	<b>\$ 1,020,200</b>	<b>\$ 1,020,200</b>
<b>EXPENDITURES</b>				
Personnel	34,980	21,151	39,000	39,000
Operating	519,588	557,199	467,900	471,388
Non-Recurring Operating	-	-	96,500	50,000
Capital	-	-	-	-
CIP Capital	-	-	-	-
Other	-	-	-	-
Debt Service	1,002,748	757,913	416,100	416,100
Transfers Out	-	-	-	-
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,557,316</b>	<b>\$ 1,336,264</b>	<b>\$ 1,019,500</b>	<b>\$ 976,488</b>
<b>ESTIMATED UNSPENT EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>ENDING FUND BALANCE</b>	<b>\$ 66,239</b>	<b>\$ 93,411</b>	<b>\$ 39,875</b>	<b>\$ 137,123</b>
<b>ENDING AVAILABLE FUND BALANCE</b>	<b>\$ 66,239</b>	<b>\$ 89,423</b>	<b>\$ 39,375</b>	<b>\$ 136,623</b>
FB as % of Operating Budget TARGET: 15%	11.9%	15.5%	6.5%	24.4%

**Notes:**

For FY 2019-FY 2023, miscellaneous revenue is programmed to illustrate the funding required to balance the fund each year. The related revenue sources will be further defined as negotiations with the Toronto Blue Jays progress.

	BUDGET 2017	ESTIMATED 2017
<b>CIP and Non-Recurring Operating</b>		
Stadium & Englebert Reconstruction	-	-
<b>CIP Subtotal</b>	-	-
Stadium & Englebert R&M	96,500	50,000
<b>Non-Recurring Operating Subtotal</b>	<b>96,500</b>	<b>50,000</b>
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
<b>TOTAL CIP/NON-RECURRING OPERATING</b>	<b>\$ 96,500</b>	<b>\$ 50,000</b>



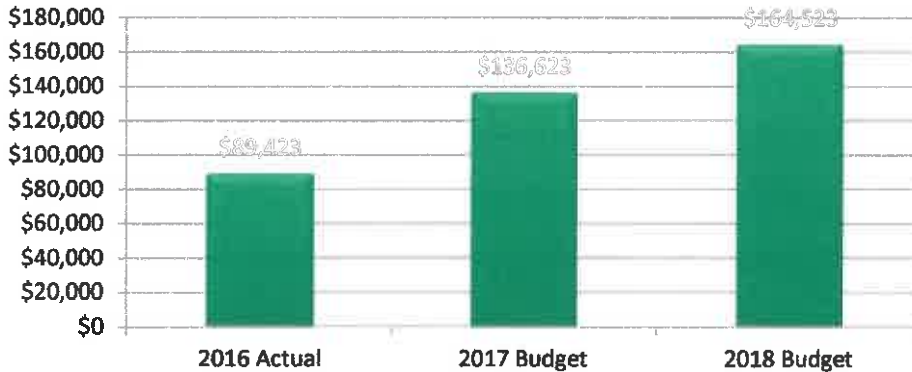
## STADIUM FUND ANALYSIS

The Stadium Fund is a special revenue fund created to account for the receipt and disbursement of funds related to the City's stadium, including operations and debt service.

### AVAILABLE FUND BALANCE

The City anticipates ending FY 2018 with a relatively consistent fund balance, above the target identified by the City's Reserve Policy.

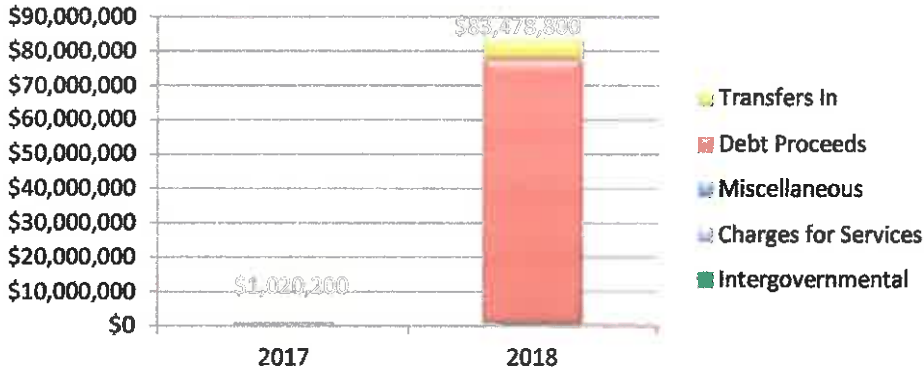
**Ending Available Fund Balance  
Stadium Fund**



### REVENUE

The major change in revenues for FY 2018 will be approximately \$77M in debt proceeds and a \$5.66M transfer in from the Penny Fund for the reconstruction of Florida Auto Exchange Stadium and the Englebert Complex. Negotiations with the Toronto Blue Jays are ongoing at the time of the Adopted Budget's publication.

**Revenue Comparison  
Stadium Fund**







**Department Expenditure Summary**

STADIUM ADMINISTRATION

FUND: STADIUM

EXPENDITURES:	ACTUAL FY 2013	PROJECTED FY 2014	ADOPTED FY 2015	PLANNED FY 2016	PERCENT INC/(DECR) FY 2014, FY 2015
Salaries & Benefits	\$ 31,351	\$ 38,848	\$ 35,873	\$ 35,873	-7.7%
Operating Expenditures/Expenses	380,758	350,132	503,228	619,661	43.7%
Capital Outlay	170,815	-	-	-	0.0%
Debt Service	6,258,042	1,002,735	1,001,642	757,059	-0.1%
Transfers	125,000	125,000	-	-	0.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 6,965,966</b>	<b>\$ 1,516,715</b>	<b>\$ 1,540,743</b>	<b>\$ 1,412,593</b>	<b>1.6%</b>

**FY 2014 Goals and Objectives Accomplished**

1. Continue to implement Capital Improvements Projects as outlined in the Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.  
Status: All capital projects were completed.
2. Continue to work towards retaining the Toronto Blue Jays in Dunedin for Spring Training/Minor League baseball for an additional 15 to 20 years.  
Status: Staff continues to take all appropriate steps to prepare for negotiations with the Toronto Blue Jays in retaining here in Dunedin for the next 25 to 30 years.

**FY 2015 Goals and Objectives**

1. Continue to implement Capital Improvements Projects as outlined in the Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.
2. Continue to work towards retaining the Toronto Blue Jays in Dunedin for Spring Training/Minor League baseball for an additional 25 to 30 years.

**DEPARTMENT EXPENDITURE SUMMARY BY DIVISION**

	ACTUAL FY 2013	ACTUAL FY 2014	EST FY 2015	BUDGET FY 2016	% CHG
<b>Marina</b>					
Personnel					
Salaries	129,223	131,714	137,658	141,236	3%
Benefits	35,805	36,335	33,286	48,857	47%
Operating	207,066	174,220	135,215	114,193	-16%
Capital	-	-	-	18,660	0%
Other	-	-	-	-	0%
<b>Total</b>	<b>\$ 372,094</b>	<b>\$ 342,269</b>	<b>\$ 306,159</b>	<b>\$ 322,946</b>	<b>5%</b>
<b>Stadium</b>					
Personnel					
Salaries	23,567	23,662	27,234	30,500	12%
Benefits	6,047	5,651	5,751	2,128	-63%
Operating	525,195	298,272	575,500	572,855	0%
Capital	170,815	-	-	-	0%
Other	6,238,605	1,127,750	1,001,642	757,907	-24%
<b>Total</b>	<b>\$ 6,964,229</b>	<b>\$ 1,455,335</b>	<b>\$ 1,610,127</b>	<b>\$ 1,363,390</b>	<b>-15%</b>
<b>TOTAL DEPARTMENT EXPENSES</b>	<b>\$ 13,373,426</b>	<b>\$ 8,895,686</b>	<b>\$ 8,878,239</b>	<b>\$ 9,025,162</b>	<b>2%</b>

**FUNDING SOURCES**

	ACTUAL FY 2013	ACTUAL FY 2014	EST FY 2015	BUDGET FY 2016	% CHG
<b>Administration</b>					
<b>General Fund</b>					
City Funds	489,836	528,396	530,603	565,128	7%
<b>Total General Fund</b>	<b>\$ 489,836</b>	<b>\$ 528,396</b>	<b>\$ 530,603</b>	<b>\$ 565,128</b>	<b>7%</b>
<b>Parks</b>					
<b>General Fund</b>					
User Fees	1,994	-	-	-	0%
Adopt-A-Tree	1,632	3,850	1,200	1,000	-17%
City Funds	1,957,209	2,151,818	2,414,565	2,625,188	9%
<b>Total General Fund</b>	<b>\$ 1,960,835</b>	<b>\$ 2,155,668</b>	<b>\$ 2,415,765</b>	<b>\$ 2,626,188</b>	<b>9%</b>
<b>Penny Fund</b>					
City Funds	\$ -	\$ -	\$ -	\$ 132,000	100%
<b>Total Penny Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 132,000</b>	<b>100%</b>

## STADIUM FUND

### **Departmental Mission Statement**

To serve the residents of Dunedin with professional sports and entertainment and to act as an economic engine for the Downtown Merchants and local businesses.

### **Current Services Summary**

Parks Division Staff provides in-kind maintenance prior to Spring Training each year as required by the License Agreement with the Toronto Blue Jays. Work includes pressure washing, painting and repair and replacement of field lights. Parks staff also provides custodial services during Spring Training games and clean-up services after Spring Training games.

### **Budget Analysis**

The budget is consistent with previous years. We again budgeted for staff to take overtime for Spring Training stadium cleaning instead of comp time due to Parks workload. Professional Services was increased due to hiring consultants to assist with retaining the Blue Jays in Dunedin. This budget also follows the terms and conditions associated with the Blue Jays License Agreement.

### **Budget Highlights, Service Changes and Proposed Efficiencies**

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income to the City for FY 2014 are a percentage of ticket sales, food and beverage concession sales, parking fees, name rights sponsorship fees and an annual License Agreement payment during the Toronto Blue Jays Spring Training Season.

- Blue Jays pay the City a fixed amount of \$125,000 each year.
- City receives 5% of ticket sales for the first 3,800 fans in attendance for each game.
- City receives 15% of ticket sales in excess of 3,800 fans at each game.
- City receives 50 cents per attendee in excess of 3,800 fans per game for concession sharing. (City receives no concession sharing for the first 3,800 fans per game).
- City receives all of the parking lot revenue during Spring Training in the City lots, Library, Hale Senior Activity Center and Curtis Fundamental Elementary School. The Blue Jays receive all parking lot revenue from the Stadium lot.
- City receives \$26,000 in naming rights from Florida Auto Exchange each year.

FY 2014 is the twelfth year of the fifteen-year agreement.

Contributions from the State and Pinellas County are used to pay debt service related to the construction of the Stadium. The agreement with the Blue Jays, and State and County support expire in 2017, while debt service continues through the year 2021.

**DUNEDIN STADIUM FUND SUMMARY**

	FY2012 ACTUAL	AMENDED FY2013 BUDGET	ADOPTED FY2014 BUDGET	PLANNED FY2015 BUDGET	VARIANCE FY14 V. FY15 OVER(UND.)	PERCENT INCR./ (DECR.)
<b>BEGINNING RESERVES</b>	\$ 104,997	\$ 12,011	\$ 67,389	\$ 182,527	\$ 55,378	461%
<b>REVENUES:</b>						
State/County Funding	\$ 500,004	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	0%
Sports Franchise Fees	297,980	297,980	297,980	297,980	-	0%
Charges for Services	328,388	288,215	291,000	291,000	2,785	1%
Interest/Investments	163	-	368	963	368	0%
Miscellaneous Revenue	18,067	-	-	-	-	0%
Transfers	581,308	616,604	508,839	491,319	(107,765)	-17%
<b>TOTAL REVENUES</b>	<b>1,725,910</b>	<b>1,702,799</b>	<b>1,598,187</b>	<b>1,581,262</b>	<b>(104,612)</b>	<b>-6%</b>
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	<b>\$ 1,830,907</b>	<b>\$ 1,714,810</b>	<b>\$ 1,665,576</b>	<b>\$ 1,763,789</b>	<b>\$ (49,234)</b>	<b>-3%</b>
<b>EXPENDITURES:</b>						
Personal Services - Salaries	\$ 29,448	\$ 29,262	\$ 30,851	\$ 30,851	\$ 1,589	5%
Personal Services - Benefits	\$ 7,188	\$ 2,239	\$ 7,997	\$ 7,997	5,758	257%
Operating Expenditures	238,966	221,110	272,466	229,466	51,356	23%
Capital Outlay	240,880	255,000	44,000	184,250	(211,000)	-83%
Debt Service	1,075,184	1,014,810	1,002,735	1,002,735	(12,075)	-1%
Transfers	227,230	125,000	125,000	125,000	-	0%
<b>TOTAL EXPENDITURES</b>	<b>1,818,896</b>	<b>1,647,421</b>	<b>1,483,049</b>	<b>1,580,299</b>	<b>(164,372)</b>	<b>-10%</b>
<b>ENDING RESERVES</b>	<b>12,011</b>	<b>67,389</b>	<b>182,527</b>	<b>183,490</b>	<b>115,138</b>	<b>171%</b>
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	<b>\$ 1,830,907</b>	<b>\$ 1,714,810</b>	<b>\$ 1,665,576</b>	<b>\$ 1,763,789</b>	<b>\$ (49,234)</b>	<b>-3%</b>

111

## STADIUM FUND

Acct. No.	Object Name	FY 2012 Actual	FY 2013 Amended	FY 2014 Adopted	FY 2015 Planned	Change From FY 2013 to FY 2014	Change From FY 2014 to FY 2015
<i>Intergovernmental Revenues</i>							
334.7006	GRANT - FLORIDA	500,004	500,000	500,000	500,000	0	0
337.7001	SPORTS FRANCHISE FEES	297,980	297,980	297,980	297,980	0	0
Intergovernmental Revenues		797,984	797,980	797,980	797,980	0	0
<i>Charges for Services</i>							
347.5103	NAMING RIGHTS	23,091	20,000	26,000	26,000	6,000	0
347.5151	REVENUE-BLUE JAYS	275,546	240,000	240,000	240,000	0	0
347.5933	PARKING FEES	29,751	28,215	25,000	25,000	-3,215	0
Charges for Services		328,388	288,215	291,000	291,000	2,785	0
<i>Miscellaneous Revenue</i>							
361.1000	INTEREST-INVESTMENTS	0	0	368	963	368	595
361.3000	NET INV FMV CHANGE	163	0	0	0	0	0
369.9027	OTHER MISC REVENUE	18,067	0	0	0	0	0
Miscellaneous Revenue		18,230	0	368	963	368	595
<i>Transfers</i>							
381.0101	TRFS FROM 001 GEN FUND	381,308	366,604	508,839	491,319	142,235	-17,520
381.0134	TRANS FROM FUND 334	200,000	250,000	0	0	-250,000	0
Transfers		581,308	616,604	508,839	491,319	-107,765	-17,520
<b>111 STADIUM FUND</b>	<b>TOTAL</b>	<b>1,725,910</b>	<b>1,702,799</b>	<b>1,598,187</b>	<b>1,581,262</b>	<b>-104,612</b>	<b>-16,925</b>

## STADIUM FUND

act. No.	Object Name	FY 2012 Actual	FY 2013 Amended	FY 2014 Adopted	FY 2015 Planned	Change From FY 2013 to FY 2014	Change From FY 2014 to FY 2015	
<i>Personal Services - Salaries</i>								
1301	OTHER SALARIES & WAGES	802	0	1,000	1,000	1,000	0	
1401	OVERTIME	28,646	29,262	29,851	29,851	589	0	
Personal Services - Salaries		29,448	29,262	30,851	30,851	1,589	0	
<i>Personal Services - Benefits</i>								
2100	FICA TAXES	2,201	2,239	2,360	2,360	121	0	
2201	RETIREMENT CONTRIBUTIONS	1,756	0	1,700	1,700	1,700	0	
2310	LIFE & HEALTH INSURANCE	3,231	0	3,937	3,937	3,937	0	
Personal Services - Benefits		7,188	2,239	7,997	7,997	5,758	0	
<i>Operating Expenditures/Expenses</i>								
3110	PROFESSIONAL SERVICES	185	100	43,500	3,500	43,400	-40,000	
3405	OTHER CONTRACTUAL SERV	22,378	25,124	29,424	26,424	4,300	-3,000	
3422	WASTE	1,348	3,352	3,352	3,352	0	0	
4110	COMMUNICATIONS SERVICES	1,008	1,008	1,008	1,008	0	0	
4130	POSTAGE, FREIGHT, SHIPPING	27	0	0	0	0	0	
4580	ISF-INSURANCE	154,553	154,553	154,553	154,553	0	0	
4610	REPAIR & MAINTENANCE SRVC	2,516	10,000	10,000	10,000	0	0	
4710	PRINTING & BINDING	0	0	1,000	1,000	1,000	0	
4810	PROMOTIONAL ACTIVITIES	565	2,700	2,500	2,500	-200	0	
4919	OTHER TAXES	46,606	17,073	18,129	18,129	1,056	0	
5210	OPERATING SUPPLIES	6,276	4,824	6,000	6,000	1,176	0	
5219	CUSTODIAL SUPPLIES	3,109	2,376	3,000	3,000	624	0	
5230	UNCAPITALIZED EQUIPMENT	395	0	0	0	0	0	
Operating Expenditures/Expenses		238,966	221,110	272,466	229,466	51,356	-43,000	
<i>Capital Outlay</i>								
3405	OTHER CONTRACTUAL SERV	599	0	0	0	0	0	
4610	REPAIR & MAINTENANCE SRVC	161,076	255,000	44,000	184,250	-211,000	140,250	
6201	BLDG-EXTERIOR	79,205	0	0	0	0	0	
Capital Outlay		240,880	255,000	44,000	184,250	-211,000	140,250	
<i>Debt Service</i>								
7101	PRINCIPAL	777,895	822,526	944,637	957,652	122,111	13,015	
7201	INTEREST EXP	297,289	192,284	58,098	45,083	-134,186	-13,015	
Debt Service		1,075,184	1,014,810	1,002,735	1,002,735	-12,075	0	
<i>Other Uses</i>								
9101	TFR TO 001 FUND (GENERAL)	227,230	125,000	125,000	125,000	0	0	
Other Uses		227,230	125,000	125,000	125,000	0	0	
<b>STADIUM FUND</b>		<b>TOTAL</b>	<b>1,818,896</b>	<b>1,647,421</b>	<b>1,483,049</b>	<b>1,580,299</b>	<b>-164,372</b>	<b>97,250</b>

# Stadium Fund

Project Number	Project Description	Planning Years										Project Total
		FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019			
Revenue Account Description												
	Transfer from the Penny Fund	\$ 200,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	\$ 1,950,000
	Fund Balance	50,728										
	Total Funding	\$ 250,728	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	\$ 1,950,000
Project Description												
480901	Stadium Small Grand Stand Capital Projects	8,212	26,680	27,189	28,800	30,478	115,118	200,070	193,262			629,808
481201	Handrail Replacement	111,725	25,890	54,377	57,600							249,591
481203	Stadium Seat Replacement	41,596	101,383									142,979
481301	ADA Lift Replacement		21,344									21,344
481302	Gas Water Heater Replacement		32,016									32,016
481303	Englebert Building Sealing		16,008	17,178	19,570	21,171	20,256	21,035	23,903			139,122
481304	Englebert Building Renovations	15,599	26,680	27,189	28,800	30,478	28,610	28,895	32,834			219,084
481401	Stadium Parking Lot			50,362								50,362
481402	Englebert Roof Replacement			73,706								73,146
481501	Englebert Restrooms											215,535
481502	Englebert Parking											73,146
481503	Englebert Air Conditioning											93,782
481701	North Fence Replacement	27,339										27,339
481205	Emergency Englebert Roof Repairs						28,610					28,610
481206	Stadium Roof Repairs	46,257										46,257
	Account Total	\$ 250,728	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	\$ 2,000,728
	Funding Over/(Under)	\$ -	(0)	(0)	(0)	(0)	0	(0)	(0)			



# STADIUM

I STADIUM FUND										
-801 STADIUM ADMINISTRATION										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Personal Services - Salaries</i>										
1301	OTHER SALARIES & WAGES	3,108	3,202	2,990	3,498	3,498	0	0	-3,498	0
1401	OVERTIME	16,880	10,258	13,697	15,819	15,819	29,262	20,267	13,443	-8,995
Personal Services - Salaries Total		19,988	13,460	16,687	19,317	19,317	29,262	20,267	9,945	-8,995
<i>Personal Services - Benefits</i>										
2100	FICA TAXES	1,482	847	1,245	1,530	1,530	2,239	1,550	709	-689
2201	RETIREMENT CONTRIBUTIONS	1,714	976	1,350	1,800	1,800	0	0	-1,800	0
2310	LIFE & HEALTH INSURANCE	2,920	1,146	2,500	2,500	2,500	0	0	-2,500	0
Personal Services - Benefits Total		6,116	2,969	5,095	5,830	5,830	2,239	1,550	-3,591	-689
<i>Operating Expenditures/Expenses</i>										
3130	MEDICAL	60	60	0	0	0	0	0	0	0
3405	OTHER CONTRACTUAL SERV	9,448	16,480	18,023	18,000	24,000	19,924	19,924	-4,076	0
3422	WASTE	2,880	3,352	3,027	3,352	3,352	3,352	3,352	0	0
4110	COMMUNICATION SERVICE	3,433	2,282	1,443	1,008	1,008	1,008	1,008	0	0
4130	POSTAGE,FREIGHT,SHIPPING	0	51	0	0	0	0	0	0	0
4580	ISF-INSURANCE	0	171,725	154,553	154,553	154,553	154,553	162,281	0	7,728
4610	REPAIR & MAINTENANCE SRVC	0	1,532	10,738	10,000	9,605	10,000	10,000	395	0
4810	PROMOTIONAL ACTIVITIES	0	3,507	0	8,000	2,000	8,000	8,000	6,000	0
4919	OTHER TAXES	18,530	20,090	18,129	18,129	18,129	17,073	17,073	-1,056	0
5210	OPERATING SUPPLIES	408	1,543	5,393	6,100	6,100	7,200	7,200	1,100	0
5230	UNCAPITALIZED EQUIPMENT	0	0	650	0	395	0	0	-395	0
Operating Expenditures/Expenses Total		34,759	220,622	211,956	219,142	219,142	221,110	228,838	1,968	7,728
<i>Other Uses</i>										
9101	TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0
Other Uses Total		125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0
STADIUM ADMINISTRATION Total		185,863	362,051	358,738	369,289	369,289	377,611	375,655	8,322	-1,956

III STADIUM FUND										
-4845 OPERATIONS										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014

# STADIUM

111 STADIUM FUND											
4845 OPERATIONS											
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014	
<i>Operating Expenditures/Expenses</i>											
3110	PROFESSIONAL SERVICES	54	0	0	0	0	0	0	0	0	
3405	OTHER CONTRACTUAL SERV	5,094	0	0	0	0	0	0	0	0	
3422	WASTE	2,880	0	0	0	0	0	0	0	0	
4580	ISF-INSURANCE	152,964	0	0	0	0	0	0	0	0	
4610	REPAIR & MAINTENANCE SRVC	20	0	0	0	0	0	0	0	0	
5210	OPERATING SUPPLIES	2,585	0	975	0	0	0	0	0	0	
Operating Expenditures/Expenses Total		163,597	0	975	0	0	0	0	0	0	
OPERATIONS Total		163,597	0	975	0	0	0	0	0	0	

111 STADIUM FUND											
4846 STADIUM BLUE JAYS DEBT											
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014	
<i>Operating Expenditures/Expenses</i>											
3110	PROFESSIONAL SERVICES	0	0	5,000	0	0	0	0	0	0	
3405	OTHER CONTRACTUAL SERV	7,550	0	0	0	0	0	0	0	0	
4130	POSTAGE,FREIGHT,SHIPPING	12	0	0	0	0	0	0	0	0	
4810	PROMOTIONAL ACTIVITIES	3,664	0	0	0	0	0	0	0	0	
5210	OPERATING SUPPLIES	301	0	0	0	0	0	0	0	0	
Operating Expenditures/Expenses Total		11,527	0	5,000	0	0	0	0	0	0	
<i>Debt Service</i>											
7101	PRINCIPAL	15,526	16,302	139,368	0	0	0	0	0	0	
7201	INTEREST EXP	8,560	7,784	3,895	0	0	0	0	0	0	
Debt Service Total		24,086	24,086	143,263	0	0	0	0	0	0	
STADIUM BLUE JAYS DEBT Total		35,613	24,086	148,263	0	0	0	0	0	0	

111 STADIUM FUND											
4847 STADIUM MAINTENANCE											
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014	

# STADIUM

**111 STADIUM FUND**  
**4847 STADIUM MAINTENANCE**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4610	REPAIR & MAINTENANCE SRVC	2,848	0	253	0	0	0	0	0	0
5230	UNCAPITALIZED EQUIPMENT	420	0	320	0	0	0	0	0	0
Operating Expenditures/Expenses Total		3,268	0	573	0	0	0	0	0	0
<i>Debt Service</i>										
7101	PRINCIPAL	658,419	695,982	735,762	777,897	777,897	822,526	869,805	44,629	47,279
7201	INTEREST EXP	416,766	379,203	339,422	297,291	297,291	252,662	205,382	-44,629	-47,280
Debt Service Total		1,075,185	1,075,185	1,075,184	1,075,188	1,075,188	1,075,188	1,075,187	0	-1
STADIUM MAINTENANCE Total		1,078,453	1,075,185	1,075,757	1,075,188	1,075,188	1,075,188	1,075,187	0	-1

**111 STADIUM FUND**  
**4881 STADIUM CIP - REPAIRS**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Capital Outlay</i>										
610	REPAIR & MAINTENANCE SRVC	0	0	0	233,978	166,300	250,000	250,001	83,700	1
Capital Outlay Total		0	0	0	233,978	166,300	250,000	250,001	83,700	1
STADIUM CIP - REPAIRS Total		0	0	0	233,978	166,300	250,000	250,001	83,700	1

**111 STADIUM FUND**  
**4885 STADIUM - CIP**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Capital Outlay</i>										
3405	OTHER CONTRACTUAL SERV	0	0	0	15,599	15,599	0	40,795	-15,599	40,795
6201	BLDG-EXTEIOR	0	0	0	0	73,596	0	189,450	-73,596	189,450
Capital Outlay Total		0	0	0	15,599	89,195	0	230,245	-89,195	230,245
STADIUM - CIP Total		0	0	0	15,599	89,195	0	230,245	-89,195	230,245
<b>111 STADIUM FUND Total</b>		<b>1,463,526</b>	<b>1,461,322</b>	<b>1,583,733</b>	<b>1,694,054</b>	<b>1,699,972</b>	<b>1,702,799</b>	<b>1,931,088</b>	<b>2,827</b>	<b>228,289</b>

**331 STADIUM CAPITAL PROJECT FUND**  
**4847 STADIUM MAINTENANCE**

Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
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# STADIUM

31 STADIUM CAPITAL PROJECT FUND										
4847 STADIUM MAINTENANCE										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4610	REPAIR & MAINTENANCE SRVC	46,947	8,600	0	0	0	0	0	0	0
Operating Expenditures/Expenses	Total	46,947	8,600	0	0	0	0	0	0	0
<i>Capital Outlay</i>										
6300	IMPRVMENTS OTHER THAN BLDG	84,522	84,232	93,905	0	0	0	0	0	0
Capital Outlay	Total	84,522	84,232	93,905	0	0	0	0	0	0
STADIUM MAINTENANCE	Total	131,469	92,832	93,905	0	0	0	0	0	0
331 STADIUM CAPITAL PROJECT FUND	Total	131,469	92,832	93,905	0	0	0	0	0	0

334 ONE CENT SALES TAX FUND										
4800 STADIUM										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Other Uses</i>										
111	TRF TO 111 FUND (STADIUM)	0	75,000	0	250,000	200,000	250,000	250,000	50,000	0
9131	TRF TO 331 STADIUM CIP	145,000	0	95,000	0	0	0	0	0	0
Other Uses	Total	145,000	75,000	95,000	250,000	200,000	250,000	250,000	50,000	0
STADIUM	Total	145,000	75,000	95,000	250,000	200,000	250,000	250,000	50,000	0
334 ONE CENT SALES TAX FUND	Total	145,000	75,000	95,000	250,000	200,000	250,000	250,000	50,000	0

552 SELF-INSURANCE FUND										
4845 OPERATIONS										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4520	INS - CLAIMS PAID	1,642	164	4,211	0	0	0	0	0	0
Operating Expenditures/Expenses	Total	1,642	164	4,211	0	0	0	0	0	0
OPERATIONS	Total	1,642	164	4,211	0	0	0	0	0	0

552 SELF-INSURANCE FUND										
4847 STADIUM MAINTENANCE										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014

# STADIUM

2 SELF-INSURANCE FUND										
4847 STADIUM MAINTENANCE										
Acct. No.	Object Name	FY 2009 Actual	FY 2010 Actual	FY 2011 Actual	FY 2012 Adopted	FY 2012 Amended	FY 2013 Adopted	FY 2014 Proposed	Change From FY 2012 to FY 2013	Change From FY 2012 to FY 2014
<i>Operating Expenditures/Expenses</i>										
4610	REPAIR & MAINTENANCE SRVC	0	0	24,000	0	0	0	0	0	0
	Operating Expenditures/Expenses Total	0	0	24,000	0	0	0	0	0	0
	STADIUM MAINTENANCE Total	0	0	24,000	0	0	0	0	0	0
552	SELF-INSURANCE FUND	1,642	164	28,211	0	0	0	0	0	0
	STADIUM Total	1,741,637	1,629,318	1,800,849	1,944,054	1,899,972	1,952,799	2,181,088	52,827	228,289



# STADIUM

111

STADIUM FUND

STADIUM ADMINISTRATION

Dr.	Line Item Budget	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
	Acct No.	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
	Account Name							
<i>Personal Services - Salaries</i>								
111-4801-575.13-01	OTHER SALARIES & WAGES	3,108	3,202	4,000	4,000	3,498	-502	-12.55%
111-4801-575.14-01	OVERTIME	16,880	10,258	16,000	16,000	15,819	-181	-1.13%
Total Personal Services - Salaries		19,988	13,460	20,000	20,000	19,317	-683	-3.42%
<i>Personal Services - Benefits</i>								
111-4801-575.21-00	FICA TAXES	1,482	847	1,530	1,530	1,530	0	0.00%
111-4801-575.22-01	RETIREMENT CONTRIBUTIONS	1,714	976	1,800	1,800	1,800	0	0.00%
111-4801-575.23-10	LIFE & HEALTH INSURANCE	2,920	1,146	2,500	2,500	2,500	0	0.00%
Total Personal Services - Benefits		6,116	2,969	5,830	5,830	5,830	0	0.00%
<i>Operating Expenditures/Expenses</i>								
111-4801-575.31-30	MEDICAL	60	60	0	0	0	0	0.00%
111-4801-575.34-05	OTHER CONTRACTUAL SERV	9,448	16,480	18,300	18,153	18,000	-153	-0.84%
111-4801-575.34-22	WASTE	2,880	3,352	0	0	3,352	3,352	0.00%
111-4801-575.41-10	COMMUNICATION SERVICE	3,433	2,282	0	0	1,008	1,008	0.00%
111-4801-575.41-30	POSTAGE,FREIGHT,SHIPPING	0	51	0	0	0	0	0.00%
111-4801-575.45-80	ISF-INSURANCE	0	171,725	154,553	154,553	154,553	0	0.00%
111-4801-575.46-10	REPAIR & MAINTENANCE SRVC	0	1,532	10,000	10,000	10,000	0	0.00%
111-4801-575.48-10	PROMOTIONAL ACTIVITIES	0	3,507	8,000	6,000	8,000	2,000	33.33%
111-4801-575.49-19	OTHER TAXES	18,530	20,090	20,090	20,090	18,129	-1,961	-9.76%
111-4801-575.52-10	OPERATING SUPPLIES	408	1,543	3,500	5,647	6,100	453	8.02%
Total Operating Expenditures/Expenses		34,759	220,622	214,443	214,443	219,142	4,699	2.19%
<i>Other Uses</i>								
111-4801-581.91-01	TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	0	0.00%
111-4801-581.91-31	TRF TO 331 STADIUM CIP	0	0	0	0	0	0	0.00%
Total Other Uses		125,000	125,000	125,000	125,000	125,000	0	0.00%
Total STADIUM ADMINISTRATION		185,863	362,051	365,273	365,273	369,289	4,016	1.10%



**STADIUM**

111

STADIUM FUND

OPERATIONS

Line Item Budget	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Account Name	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>							
11-4845-575.31-10 PROFESSIONAL SERVICES	54	0	0	0	0	0	0.00%
11-4845-575.34-05 OTHER CONTRACTUAL SERV	5,094	0	0	0	0	0	0.00%
11-4845-575.34-22 WASTE	2,880	0	0	0	0	0	0.00%
11-4845-575.41-30 POSTAGE,FREIGHT,SHIPPING	0	0	0	0	0	0	0.00%
11-4845-575.45-80 ISF-INSURANCE	152,964	0	0	0	0	0	0.00%
11-4845-575.46-10 REPAIR & MAINTENANCE SRVC	20	0	0	0	0	0	0.00%
11-4845-572.48-10 PROMOTIONAL ACTIVITIES	0	0	0	0	0	0	0.00%
11-4845-575.49-10 OTHER CURRENT CHARGES	0	0	0	0	0	0	0.00%
11-4845-575.52-10 OPERATING SUPPLIES	2,585	0	0	0	0	0	0.00%
11-4845-575.52-30 UNCAPITALIZED EQUIPMENT	0	0	0	0	0	0	0.00%
11-4845-575.54-10 BOOKS, PUBS, SUBSCRIPTION	0	0	0	0	0	0	0.00%
Total Operating Expenditures/Expenses	163,597	0	0	0	0	0	0.00%
Total OPERATIONS	163,597	0	0	0	0	0	0.00%



# STADIUM

111

## STADIUM FUND

### STADIUM BLUE JAYS DEBT

iv.	Line Item Budget		Actual	Actual	Adopted	Amended	Adopted	Change	% Change
	Acct No.	Account Name	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>									
11-4846-517.31-10		PROFESSIONAL SERVICES	0	0	0	10,000	0	-10,000	-100.00%
11-4846-575.34-05		OTHER CONTRACTUAL SERV	7,550	0	0	0	0	0	0.00%
11-4846-575.41-30		POSTAGE,FREIGHT,SHIPPING	12	0	0	0	0	0	0.00%
11-4846-575.46-10		REPAIR & MAINTENANCE SRVC	0	0	0	0	0	0	0.00%
11-4846-575.48-10		PROMOTIONAL ACTIVITIES	3,664	0	0	0	0	0	0.00%
11-4846-575.52-10		OPERATING SUPPLIES	301	0	0	0	0	0	0.00%
Total Operating Expenditures/Expenses			11,527	0	0	10,000	0	-10,000	-100.00%
<i>Debt Service</i>									
11-4846-517.71-01		PRINCIPAL	15,526	16,302	17,118	158,223	0	-158,223	-100.00%
11-4846-517.72-01		INTEREST EXP	8,560	7,784	6,969	10,864	0	-10,864	-100.00%
Total Debt Service			24,086	24,086	24,087	169,087	0	-169,087	-100.00%
Total STADIUM BLUE JAYS DEBT			35,613	24,086	24,087	179,087	0	-179,087	-100.00%





# STADIUM

111

## STADIUM FUND

### STADIUM MAINTENANCE

D. Line Item Budget		Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Acct No.	Account Name	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>								
111-4847-575.44-10	RENT/LEASE-EQUIPEMENT	0	0	0	0	0	0	0.00%
111-4847-575.46-10	REPAIR & MAINTENANCE SRVC	2,848	0	0	0	0	0	0.00%
111-4847-575.52-10	OPERATING SUPPLIES	0	0	0	0	0	0	0.00%
111-4847-575.52-30	UNCAPITALIZED EQUIPMENT	420	0	0	0	0	0	0.00%
Total Operating Expenditures/Expenses		3,268	0	0	0	0	0	0.00%
<i>Debt Service</i>								
111-4847-517.71-01	PRINCIPAL	658,419	695,982	735,762	735,762	777,897	42,135	5.73%
111-4847-517.72-01	INTEREST EXP	416,766	379,203	179,423	179,423	297,291	117,868	65.69%
Total Debt Service		1,075,185	1,075,185	915,185	915,185	1,075,188	160,003	17.48%
Total STADIUM MAINTENANCE		1,078,453	1,075,185	915,185	915,185	1,075,188	160,003	17.48%



*Departmental Mission and Statement and Operational Summary*

To serve the residents of Dunedin with professional sports and entertainment and to act as an economic engine for the Downtown Merchants and local businesses.

*Department Resource Summary*

	Actual 2007	Actual 2008	Actual 2009	Actual 2010	Adopted 2011	Amended 2011	Adopted 2012	Change FY 2011 to 2012	% Change FY 2011 to 2012
<i>Sources</i>									
INTERGOVERNMENTAL REVENUE	797,984	797,984	797,984	797,984	797,984	797,984	797,980	(4)	0.00%
CHARGES FOR SERVICES	199,126	339,143	276,367	251,573	250,000	250,000	276,000	26,000	10.40%
MISCELLANEOUS REVENUE	11,792	42	583	(691)	-	-	-	-	0.00%
OTHER NON-OPERATING SOURCES	299,203	299,203	313,203	359,203	299,203	394,203	381,308	(12,895)	-3.27%
Total Revenues	1,308,105	1,436,372	1,388,137	1,408,069	1,347,187	1,442,187	1,455,288	13,101	8.02%
Use of Reserves	174,409	124,778	75,389	53,253	-	17,358	-	-	-
Total Funding Sources	1,482,514	1,561,150	1,463,526	1,461,322	1,347,187	1,459,545	1,455,288	108,101	8.02%
<i>Uses</i>									
PERSONAL SERVICES (SALARIES)	-	-	19,988	13,460	20,000	20,000	19,317	(683)	-3.42%
PERSONAL SERVICES (BENEFITS)	-	-	6,116	2,969	5,830	5,830	5,830	-	0.00%
OPERATING EXPENDITURES	187,244	246,879	213,151	220,622	214,443	224,443	219,142	(5,301)	-2.36%
DEBT SERVICE	1,099,239	1,099,270	1,099,271	1,099,271	939,272	1,084,272	1,075,188	(9,084)	-0.84%
GRANTS AND AIDS	-	-	-	-	-	-	-	-	0.00%
OTHER USES	196,000	215,000	125,000	125,000	125,000	125,000	125,000	-	0.00%
Total Expenditures	1,482,483	1,561,149	1,463,526	1,461,322	1,304,545	1,459,545	1,444,477	(15,068)	-1.03%
Addition to Reserves	-	-	-	-	42,642	-	10,811	-	0.00%
Total Uses	1,482,483	1,561,149	1,463,526	1,461,322	1,347,187	1,459,545	1,455,288	(4,257)	-0.29%

Note: Revenue Estimates include an additional \$2,785 of estimated revenue not included in the originally adopted budget. Estimates will be amended on first amendment for FY 2012.

*Estimated Changes in Reserves*

*Stadium Fund Reserves*

Description	Changes
October 1, 2010 Reserve	\$ (8,088)
FY 2011 Reserve Addition/(Use)*	25,286
Estimated September 30, 2011 Reserve	\$ 17,198
FY 2012 Adopted Addition/(Use)	8,449
Estimated September 30, 2012 Reserve	\$ 25,647

During the close of FY 2011, the projected reserve level will be closely monitored. If, after closing the projected reserves are negative, a budget amendment will be recommended to balance the fund.

\*Includes Budget Amendments To-Date in FY 2011 and Estimates

*Budget Highlights, Service Changes and Proposed Efficiencies*

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The sources of income to the City for FY 2012 are a percentage of ticket sales, food and beverage concession sales, parking fees and an annual License Agreement payment during the Toronto Blue Jays Spring Training Season.

FY 2012 is the tenth year of the fifteen-year agreement.



### *urrent Services Summary*

Parks Division Staff provides in-kind maintenance prior to Spring Training each year as required by the License Agreement with the Toronto Blue Jays. Work includes pressure washing and painting. Parks Staff also provides custodial services during Spring Training games and clean-up services after Spring Training games.

### *Budget Analysis*

The budget is consistent with previous years and follows the terms and conditions of the Blue Jays License Agreement.

### *FY 2012 Goals and Objectives*

1. Continue to implement Capital Improvements Projects as outlined in the Six-Year Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.

### *FY 2011 Goals and Objectives Update*

1. Pursue and secure a new Naming Rights sponsor for the stadium through the work of the Stadium Advisory Committee, local media, letters, brochures, phone calls and personal visits.

Status: Stadium Naming Rights Sponsorship was accomplished. The new name of the stadium is Florida Auto Exchange Stadium.

2. Implement Capital Improvement Projects as outlined in the Six-Year Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.

Status: Stadium grandstand improvements, air conditioning replacement, plumbing and kitchen upgrades have been completed.

### *Linkages to the Capital Program*

During the term of the License Agreement with the Toronto Blue Jays, the City shall maintain a fund for the purpose of capital replacement expenditures. The City will be responsible for all capital replacement costs in respect to the stadium and Englebert Complex.

### *Related Revenue*

Grant Florida - State Grant \$500,004

Sports Franchise Fees - State Grant \$297,980

Naming Rights - Sponsorship with Florida Auto Exchange \$26,000

Revenues - Blue Jays \$225,000

- Percentage of ticket sales and percentage of concession sales - \$100,000
- Payment to the City per License Agreement - \$125,000
- Parking Fees - Parking revenues generated during Spring Training in City lots \$25,000
- Transfer from General Fund \$381,308



**STADIUM FUND**

111

801 STADIUM ADMINISTRATION

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Personal Services - Salaries		0	0	19,988	13,460	20,000	20,000	19,317	-683	-3.42%
Personal Services - Benefits		0	0	6,116	2,969	5,830	5,830	5,830	0	0.00%
Operating Expenditures/Expenses		21,627	30,637	34,759	220,622	214,443	214,443	219,142	4,699	2.19%
Other Uses		196,000	215,000	125,000	125,000	125,000	125,000	125,000	0	0.00%
<b>Total STADIUM ADMINISTRATION</b>		<b>217,627</b>	<b>245,637</b>	<b>185,863</b>	<b>362,051</b>	<b>365,273</b>	<b>365,273</b>	<b>369,289</b>	<b>4,016</b>	<b>1.10%</b>

845 OPERATIONS

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Operating Expenditures/Expenses		142,381	200,543	163,597	0	0	0	0	0	0.00%
<b>Total OPERATIONS</b>		<b>142,381</b>	<b>200,543</b>	<b>163,597</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>

846 STADIUM BLUE JAYS DEBT

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Operating Expenditures/Expenses		179	11,989	11,527	0	0	10,000	0	-10,000	-100.00%
Debt Service		24,085	24,085	24,086	24,086	24,087	169,087	0	-169,087	-100.00%
<b>Total STADIUM BLUE JAYS DEBT</b>		<b>24,264</b>	<b>36,074</b>	<b>35,613</b>	<b>24,086</b>	<b>24,087</b>	<b>179,087</b>	<b>0</b>	<b>-179,087</b>	<b>-100.00%</b>

847 STADIUM MAINTENANCE

Division Budget Summary		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Expenditure Category		FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
Operating Expenditures/Expenses		23,057	3,710	3,268	0	0	0	0	0	0.00%
Debt Service		1,075,154	1,075,185	1,075,185	1,075,185	915,185	915,185	1,075,188	160,003	17.48%
<b>Total STADIUM MAINTENANCE</b>		<b>1,098,211</b>	<b>1,078,895</b>	<b>1,078,453</b>	<b>1,075,185</b>	<b>915,185</b>	<b>915,185</b>	<b>1,075,188</b>	<b>160,003</b>	<b>17.48%</b>
<b>Total STADIUM FUND</b>		<b>1,482,483</b>	<b>1,561,149</b>	<b>1,463,526</b>	<b>1,461,322</b>	<b>1,304,545</b>	<b>1,459,545</b>	<b>1,444,477</b>	<b>-15,068</b>	<b>-1.03%</b>



# STADIUM FUND

111

Account Name	Actual FY 2007	Actual FY 2008	Actual FY 2009	Actual FY 2010	Adopted FY 2011	Amended FY 2011	Adopted FY 2012	Change FY 2011 to 2012	% Change FY 2011 to 2012
<b>Personal Services - Salaries</b>									
01 OTHER SALARIES & WAGES	0	0	3,108	3,202	4,000	4,000	3,498	-502	-12.55%
01 OVERTIME	0	0	16,880	10,258	16,000	16,000	15,819	-181	-1.13%
<b>Total Personal Services - Salaries</b>	<b>0</b>	<b>0</b>	<b>19,988</b>	<b>13,460</b>	<b>20,000</b>	<b>20,000</b>	<b>19,317</b>	<b>-683</b>	<b>-3.42%</b>
<b>Personal Services - Benefits</b>									
000 FICA TAXES	0	0	1,482	847	1,530	1,530	1,530	0	0.00%
201 RETIREMENT CONTRIBUTIONS	0	0	1,714	976	1,800	1,800	1,800	0	0.00%
310 LIFE & HEALTH INSURANCE	0	0	2,920	1,146	2,500	2,500	2,500	0	0.00%
<b>Total Personal Services - Benefits</b>	<b>0</b>	<b>0</b>	<b>6,116</b>	<b>2,969</b>	<b>5,830</b>	<b>5,830</b>	<b>5,830</b>	<b>0</b>	<b>0.00%</b>
<b>Operating Expenditures/Expenses</b>									
110 PROFESSIONAL SERVICES	0	0	54	0	0	10,000	0	-10,000	-100.00%
130 MEDICAL	0	0	60	60	0	0	0	0	0.00%
405 OTHER CONTRACTUAL SERV	0	11,360	22,092	16,480	18,300	18,153	18,000	-153	-0.84%
422 WASTE	0	2,912	5,760	3,352	0	0	3,352	3,352	0.00%
110 COMMUNICATION SERVICE	2,700	2,742	3,433	2,282	0	0	1,008	1,008	0.00%
130 POSTAGE,FREIGHT,SHIPPING	11	79	12	51	0	0	0	0	0.00%
410 RENT/LEASE-EQUIPMENT	1,883	0	0	0	0	0	0	0	0.00%
580 ISF-INSURANCE	126,039	182,745	152,964	171,725	154,553	154,553	154,553	0	0.00%
610 REPAIR & MAINTENANCE SRVC	21,071	5,948	2,868	1,532	10,000	10,000	10,000	0	0.00%
810 PROMOTIONAL ACTIVITIES	12,272	9,960	3,664	3,507	8,000	6,000	8,000	2,000	33.33%
910 OTHER CURRENT CHARGES	0	5,272	0	0	0	0	0	0	0.00%
OTHER TAXES	12,567	18,864	18,530	20,090	20,090	20,090	18,129	-1,961	-9.76%
OPERATING SUPPLIES	9,541	6,997	3,294	1,543	3,500	5,647	6,100	453	8.02%
UNCAPITALIZED EQUIPMENT	160	0	420	0	0	0	0	0	0.00%
BOOKS, Pubs, SUBSCRIPTION	1,000	0	0	0	0	0	0	0	0.00%
<b>Total Operating Expenditures/Expenses</b>	<b>187,244</b>	<b>246,879</b>	<b>213,151</b>	<b>220,622</b>	<b>214,443</b>	<b>224,443</b>	<b>219,142</b>	<b>-5,301</b>	<b>-2.36%</b>
<b>Debt Service</b>									
7101 PRINCIPAL	603,495	637,732	673,945	712,284	752,880	893,985	777,897	-116,088	-12.99%
7201 INTEREST EXP	495,744	461,538	425,326	386,987	186,392	190,287	297,291	107,004	56.23%
<b>Total Debt Service</b>	<b>1,099,239</b>	<b>1,099,270</b>	<b>1,099,271</b>	<b>1,099,271</b>	<b>939,272</b>	<b>1,084,272</b>	<b>1,075,188</b>	<b>-9,084</b>	<b>-0.84%</b>
<b>Other Uses</b>									
9101 TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0.00%
9131 TRF TO 331 STADIUM CIP	71,000	90,000	0	0	0	0	0	0	0.00%
<b>Total Other Uses</b>	<b>196,000</b>	<b>215,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>0</b>	<b>0.00%</b>
<b>Total STADIUM FUND</b>	<b>1,482,483</b>	<b>1,561,149</b>	<b>1,463,526</b>	<b>1,461,322</b>	<b>1,304,545</b>	<b>1,459,545</b>	<b>1,444,477</b>	<b>-15,068</b>	<b>-1.03%</b>



# STADIUM

111

## STADIUM FUND

01 STADIUM ADMINISTRATION		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Division Line Item Budget	Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Personal Services - Salaries</i>										
1301	OTHER SALARIES & WAGES	0	0	3,108	3,202	4,000	4,000	3,498	-502	-12.55%
1401	OVERTIME	0	0	16,880	10,258	16,000	16,000	15,819	-181	-1.13%
<b>Total Personal Services - Salaries</b>		<b>0</b>	<b>0</b>	<b>19,988</b>	<b>13,460</b>	<b>20,000</b>	<b>20,000</b>	<b>19,317</b>	<b>-683</b>	<b>-3.42%</b>
<i>Personal Services - Benefits</i>										
2100	FICA TAXES	0	0	1,482	847	1,530	1,530	1,530	0	0.00%
2201	RETIREMENT CONTRIBUTIONS	0	0	1,714	976	1,800	1,800	1,800	0	0.00%
2310	LIFE & HEALTH INSURANCE	0	0	2,920	1,146	2,500	2,500	2,500	0	0.00%
<b>Total Personal Services - Benefits</b>		<b>0</b>	<b>0</b>	<b>6,116</b>	<b>2,969</b>	<b>5,830</b>	<b>5,830</b>	<b>5,830</b>	<b>0</b>	<b>0.00%</b>
<i>Operating Expenditures/Expenses</i>										
3130	MEDICAL	0	0	60	60	0	0	0	0	0.00%
3405	OTHER CONTRACTUAL SERV	0	8,760	9,448	16,480	18,300	18,153	18,000	-153	-0.84%
3422	WASTE	0	0	2,880	3,352	0	0	3,352	3,352	0.00%
4110	COMMUNICATION SERVICE	2,700	2,742	3,433	2,282	0	0	1,008	1,008	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	0	30	0	51	0	0	0	0	0.00%
4580	ISF-INSURANCE	0	0	0	171,725	154,553	154,553	154,553	0	0.00%
4610	REPAIR & MAINTENANCE SRVC	0	0	0	1,532	10,000	10,000	10,000	0	0.00%
4810	PROMOTIONAL ACTIVITIES	0	0	0	3,507	8,000	6,000	8,000	2,000	33.33%
4919	OTHER TAXES	12,567	18,864	18,530	20,090	20,090	20,090	18,129	-1,961	-9.76%
5210	OPERATING SUPPLIES	6,360	241	408	1,543	3,500	5,647	6,100	453	8.02%
<b>Total Operating Expenditures/Expenses</b>		<b>21,627</b>	<b>30,637</b>	<b>34,759</b>	<b>220,622</b>	<b>214,443</b>	<b>214,443</b>	<b>219,142</b>	<b>4,699</b>	<b>2.19%</b>
<i>Other Uses</i>										
9101	TFR TO 001 FUND (GENERAL)	125,000	125,000	125,000	125,000	125,000	125,000	125,000	0	0.00%
9131	TRF TO 331 STADIUM CIP	71,000	90,000	0	0	0	0	0	0	0.00%
<b>Total Other Uses</b>		<b>196,000</b>	<b>215,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>125,000</b>	<b>0</b>	<b>0.00%</b>
<b>Total STADIUM ADMINISTRATION</b>		<b>217,627</b>	<b>245,637</b>	<b>185,863</b>	<b>362,051</b>	<b>365,273</b>	<b>365,273</b>	<b>369,289</b>	<b>4,016</b>	<b>1.10%</b>



**STADIUM**

111

**STADIUM FUND**

94. OPERATIONS		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Division Line Item Budget	Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>										
3110	PROFESSIONAL SERVICES	0	0	54	0	0	0	0	0	0.00%
3405	OTHER CONTRACTUAL SERV	0	0	5,094	0	0	0	0	0	0.00%
3422	WASTE	0	2,912	2,880	0	0	0	0	0	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	11	25	0	0	0	0	0	0	0.00%
4580	ISF-INSURANCE	126,039	182,745	152,964	0	0	0	0	0	0.00%
4610	REPAIR & MAINTENANCE SRVC	27	2,238	20	0	0	0	0	0	0.00%
4810	PROMOTIONAL ACTIVITIES	12,272	1,370	0	0	0	0	0	0	0.00%
4910	OTHER CURRENT CHARGES	0	5,272	0	0	0	0	0	0	0.00%
5210	OPERATING SUPPLIES	2,872	5,981	2,585	0	0	0	0	0	0.00%
5230	UNCAPITALIZED EQUIPMENT	160	0	0	0	0	0	0	0	0.00%
5410	BOOKS, PUBS, SUBSCRIPTION	1,000	0	0	0	0	0	0	0	0.00%
Total	Operating Expenditures/Expenses	142,381	200,543	163,597	0	0	0	0	0	0.00%
Total	OPERATIONS	142,381	200,543	163,597	0	0	0	0	0	0.00%



**STADIUM**

111

STADIUM FUND

946 STADIUM BLUE JAYS DEBT		Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Division Line Item Budget	Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>										
3110	PROFESSIONAL SERVICES	0	0	0	0	0	10,000	0	-10,000	-100.00%
3405	OTHER CONTRACTUAL SERV	0	2,600	7,550	0	0	0	0	0	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	0	24	12	0	0	0	0	0	0.00%
4610	REPAIR & MAINTENANCE SRVC	179	0	0	0	0	0	0	0	0.00%
4810	PROMOTIONAL ACTIVITIES	0	8,590	3,664	0	0	0	0	0	0.00%
5210	OPERATING SUPPLIES	0	775	301	0	0	0	0	0	0.00%
<b>Total</b>	<b>Operating Expenditures/Expenses</b>	<b>179</b>	<b>11,989</b>	<b>11,527</b>	<b>0</b>	<b>0</b>	<b>10,000</b>	<b>0</b>	<b>-10,000</b>	<b>-100.00%</b>
<i>Debt Service</i>										
7101	PRINCIPAL	14,082	14,786	15,526	16,302	17,118	158,223	0	-158,223	-100.00%
7201	INTEREST EXP	10,003	9,299	8,560	7,784	6,969	10,864	0	-10,864	-100.00%
<b>Total</b>	<b>Debt Service</b>	<b>24,085</b>	<b>24,085</b>	<b>24,086</b>	<b>24,086</b>	<b>24,087</b>	<b>169,087</b>	<b>0</b>	<b>-169,087</b>	<b>-100.00%</b>
<b>Total</b>	<b>STADIUM BLUE JAYS DEBT</b>	<b>24,264</b>	<b>36,074</b>	<b>35,613</b>	<b>24,086</b>	<b>24,087</b>	<b>179,087</b>	<b>0</b>	<b>-179,087</b>	<b>-100.00%</b>





**STADIUM**

111 STADIUM FUND

184. STADIUM MAINTENANCE

Division Line Item Budget	Actual	Actual	Actual	Actual	Adopted	Amended	Adopted	Change	% Change
Acct No. Account Name	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2011	FY 2012	FY 2011 to 2012	FY 2011 to 2012
<i>Operating Expenditures/Expenses</i>									
4410 RENT/LEASE-EQUIPEMENT	1,883	0	0	0	0	0	0	0	0.00%
4610 REPAIR & MAINTENANCE SRVC	20,865	3,710	2,848	0	0	0	0	0	0.00%
5210 OPERATING SUPPLIES	309	0	0	0	0	0	0	0	0.00%
5230 UNCAPITALIZED EQUIPMENT	0	0	420	0	0	0	0	0	0.00%
<b>Total Operating Expenditures/Expenses</b>	<b>23,057</b>	<b>3,710</b>	<b>3,268</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0.00%</b>
<i>Debt Service</i>									
7101 PRINCIPAL	589,413	622,946	658,419	695,982	735,762	735,762	777,897	42,135	5.73%
7201 INTEREST EXP	485,741	452,239	416,766	379,203	179,423	179,423	297,291	117,868	65.69%
<b>Total Debt Service</b>	<b>1,075,154</b>	<b>1,075,185</b>	<b>1,075,185</b>	<b>1,075,185</b>	<b>915,185</b>	<b>915,185</b>	<b>1,075,188</b>	<b>160,003</b>	<b>17.48%</b>
<b>Total STADIUM MAINTENANCE</b>	<b>1,098,211</b>	<b>1,078,895</b>	<b>1,078,453</b>	<b>1,075,185</b>	<b>915,185</b>	<b>915,185</b>	<b>1,075,188</b>	<b>160,003</b>	<b>17.48%</b>

# Department of Parks & Recreation - Stadium

## Fund Summary

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2011 are ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

FY 2011 is the ninth year of the fifteen year agreement.

## Mission

To serve the residents of Dunedin with another form of sports and entertainment and to act as an economic engine for local businesses.

## Departmental Resource Summary

	Actual 2007	Actual 2008	Actual 2009	Adopted 2010	Proposed 2011	Change 2010 to 2011	% Change 2011 to 2011
<b>Sources</b>							
INTERGOVERNMENTAL REVENUE	\$ 797,984	797,984	797,984	797,984	797,984	-	0.00%
CHARGES FOR SERVICES	199,125	339,143	276,367	300,000	250,000	(50,000)	-16.67%
MISCELLANBOUS REVENUE	11,792	3,540	583	-	-	-	0.00%
OTHER SOURCES	299,203	299,203	313,203	359,203	299,203	(60,000)	-16.70%
Total Revenues	\$ 1,308,104	1,439,869	1,388,137	1,457,187	1,347,187	(110,000)	-7.55%
Use of Reserves	174,380	121,281	75,390	-	-	-	-
Total Funding Sources	\$ 1,482,484	1,561,150	1,463,527	1,457,187	1,347,187	(110,000)	-7.55%
<b>Uses</b>							
PERSONAL SERVICES (SALARIES)	\$ -	-	19,988	18,000	20,000	2,000	11.11%
PERSONAL SERVICES (BENEFITS)	-	-	6,116	-	5,830	5,830	0.00%
OPERATING EXPENSES	187,244	246,880	213,153	211,525	214,443	2,918	1.38%
DEBT SERVICE	1,099,240	1,099,270	1,099,270	1,099,272	939,272	(160,000)	-14.56%
OTHER USES	196,000	215,000	125,000	125,000	125,000	-	0.00%
Total Expenses	\$ 1,482,484	1,561,150	1,463,527	1,453,797	1,304,545	(149,252)	-10.27%
Addition to Reserves	-	-	-	3,390	42,642	-	-
Total Uses	\$ 1,482,484	1,561,150	1,463,527	1,457,187	1,347,187	(110,000)	-7.55%

## Estimated Changes in Reserves

Description	Changes
October 1, 2009 Reserve	\$ 2,813
FY 2010 Reserve Addition/(Use)*	3,390
Estimated September 30, 2010 Reserve	\$ 6,203
FY 2011 Proposed Addition/(Use)	42,642
Estimated September 30, 2011 Reserve	\$ 48,845

\*Reflects the proposed mid-year budget adjustment.

The FY 2011 budget is planned to add an additional \$42,642 to the Stadium Fund Reserves.

## Budget Highlights and Analysis

- The budget is consistent with previous years and follows the terms and conditions of the Blue Jays Agreement. Overtime was increased slightly to meet the demands of the City's support of the Blue Jays.

- Total estimated expenditures are decreasing by 10.27 percent or \$149,252 from Adopted FY 2010. This increase is largely due to a reduction in interest cost for debt service.

- Total revenue is anticipated to reduce by \$110,000 during FY 2011. This is due to the reduction of naming rights revenue of \$50,000 and a reduction in transfers



# Department of Parks & Recreation - Stadium

## FY 2011 Goals and Objectives

- Pursue securing of a Naming Rights sponsor.
- Implement FY 2011 Capital Improvement Projects as outlined in the Six-Year Capital Improvement Projects Plan for both Dunedin Stadium and Englebert Recreation Complex.

## FY 2010 Goals and Objectives Update

- Secure a new Naming Rights sponsor.
  - ✓ Currently pursuing a naming rights sponsor through work of the Stadium Advisor Committee, local media, letters, brochures, phone calls and personal visits.
- Research concert and event opportunities for Dunedin Stadium:
  - ✓ Local concert promoters have been contacted to discuss the feasibility and interest of providing activities other than baseball. At this point, there has been little interest.

## Stadium Fund Revenue Line Item

Account	Description	Actual 2007	Actual 2008	Actual 2009	Adopted 2010	Adopted 2011	Change 2010 to 2011	%Change 2011 to 2010
<i>Intergovernmental Revenue</i>								
7006	GRANT - FLORIDA	\$ 500,004	500,004	500,004	500,004	500,004	-	0.00%
7001	SPORTS FRANCHISE FEES	297,980	297,980	297,980	297,980	297,980	-	0.00%
	Total Intergovernmental Revenue	\$ 797,984	797,984	797,984	797,984	797,984	-	0.00%
<i>Charges for Services</i>								
5101	BLUE JAY CONCESSION	2,444	3,215	-	-	-	-	0.00%
5103	NAMING RIGHTS	80,000	90,000	-	50,000	-	(50,000)	-100.00%
5151	REVENUE-BLUE JAYS	96,180	223,832	246,876	225,000	225,000	-	0.00%
5933	PARKING FEES	20,502	22,096	29,491	25,000	25,000	-	0.00%
	Total Charges for Services	\$ 199,125	339,143	276,367	300,000	250,000	(50,000)	-16.67%
<i>Miscellaneous Revenue</i>								
1000	INTEREST EARNINGS	\$ 11,598	3,498	546	-	-	-	0.00%
3000	NET INVESTMENT FMV CHANGE	163	-	-	-	-	-	0.00%
9027	OTHER MISC REVENUE	30	33	37	-	-	-	0.00%
9900	OTHER MISCELLANEOUS REVENUE	1	9	-	-	-	-	0.00%
	Total Miscellaneous Revenue	\$ 11,792	3,540	583	-	-	-	0.00%
<i>Other Sources</i>								
0101	TRANS FROM FUND 001	299,203	299,203	313,203	299,203	299,203	-	0.00%
0152	TRANS FROM FUND 552	-	-	-	60,000	-	(60,000)	-100.00%
	Total Other Sources	\$ 299,203	299,203	313,203	359,203	299,203	(60,000)	-16.70%
	Fund Total	\$ 1,308,104	1,439,869	1,388,137	1,457,187	1,347,187	(110,000)	-7.55%

Note: Accrual entries have been eliminated for budget purposes.

# Department of Parks & Recreation - Stadium

## Stadium Fund Expenditure Line Item

Account	Description	Actual 2007	Actual 2008	Actual 2009	Adopted 2010	Adopted 2011	Change 2010 to 2011	%Change 2011 to 2010
<b>Salaries</b>								
1301	OTHER WAGES AND SALARIES	\$ -	-	3,108	3,000	4,000	1,000	33.33%
1401	OVERTIME	-	-	16,880	15,000	16,000	1,000	6.67%
	Total Personal Services (Salaries)	\$ -	-	19,988	18,000	20,000	2,000	11.11%
<b>Personal Services (Benefits)</b>								
2100	FICA	\$ -	-	1,482	-	1,530	1,530	0.00%
2201	RETIREMENT CONTRIBUTIONS	-	-	1,714	-	1,800	1,800	0.00%
2310	LIFE & HEALTH INSURANCE	-	-	2,920	-	2,500	2,500	0.00%
	Total Personal Services (Benefits)	\$ -	-	6,116	-	5,830	5,830	0.00%
	Total Personal Services	\$ -	-	26,104	18,000	25,830	7,830	43.50%
<b>Operating Expenses</b>								
3110	PROFESSIONAL SERVICES	\$ -	-	54	-	-	-	0.00%
3130	SUBSTANCE ABUSE	-	-	60	-	-	-	0.00%
3405	OTHER CONTRACTUAL SERV	-	11,360	22,092	18,300	18,300	-	0.00%
3422	IDB SOLID WASTE	-	2,912	5,761	-	-	-	0.00%
4110	COMMUNICATION SERVICE	2,700	2,742	3,433	-	-	-	0.00%
4130	POSTAGE,FREIGHT,SHIPPING	11	79	12	-	-	-	0.00%
4410	RENT/LEASE-EQUIPMENT	1,883	-	-	-	-	-	0.00%
4580	ISF-INSURANCE	126,039	182,745	152,964	171,725	154,553	(17,172)	-10.00%
4610	R&M SERVICES	21,071	5,948	2,868	10,000	10,000	-	0.00%
4810	PROMOTIONAL ACTIVITIES	12,272	9,960	3,664	8,000	8,000	-	0.00%
4910	OTHER CURRENT CHARGES	-	5,272	-	-	-	-	0.00%
4919	OTHER TAXES	12,567	18,864	18,530	-	-	-	0.00%
5210	OPERATING SUPPLIES	9,542	6,997	3,295	3,500	20,090	20,090	0.00%
5230	UNCAPITALIZED EQUIPMENT	160	-	420	-	3,500	-	0.00%
5410	BOOKS, PUBS, SUBSCR, MEMB	1,000	-	-	-	-	-	0.00%
	Total Operating Expenses	\$ 187,244	246,880	213,153	211,525	214,443	2,918	1.38%
	Total Expenses	\$ 187,244	246,880	239,257	229,525	240,273	10,748	4.68%
<b>Debt Service</b>								
7101	PRINCIPAL	\$ 603,496	637,732	673,944	674,721	752,880	78,159	11.58%
7201	INTEREST EXP	495,744	461,538	425,326	424,551	186,392	(238,159)	-56.10%
	Total Debt Service	\$ 1,099,240	1,099,270	1,099,270	1,099,272	939,272	(160,000)	-14.56%
<b>Other Uses</b>								
9101	TFR TO 001 FUND (GENERAL)	\$ 125,000	125,000	125,000	125,000	125,000	-	0.00%
9131	TRF TO 331 FUND	71,000	90,000	-	-	-	-	0.00%
	Total Other Uses	\$ 196,000	215,000	125,000	125,000	125,000	-	0.00%
	Total Non Operating Expenses	\$ 1,295,240	1,314,270	1,224,270	1,224,272	1,064,272	(160,000)	-13.07%
	Fund Total	\$ 1,482,484	1,561,150	1,463,527	1,453,797	1,304,545	(149,252)	-10.27%

Note: Accrual entries have been eliminated for budget purposes.

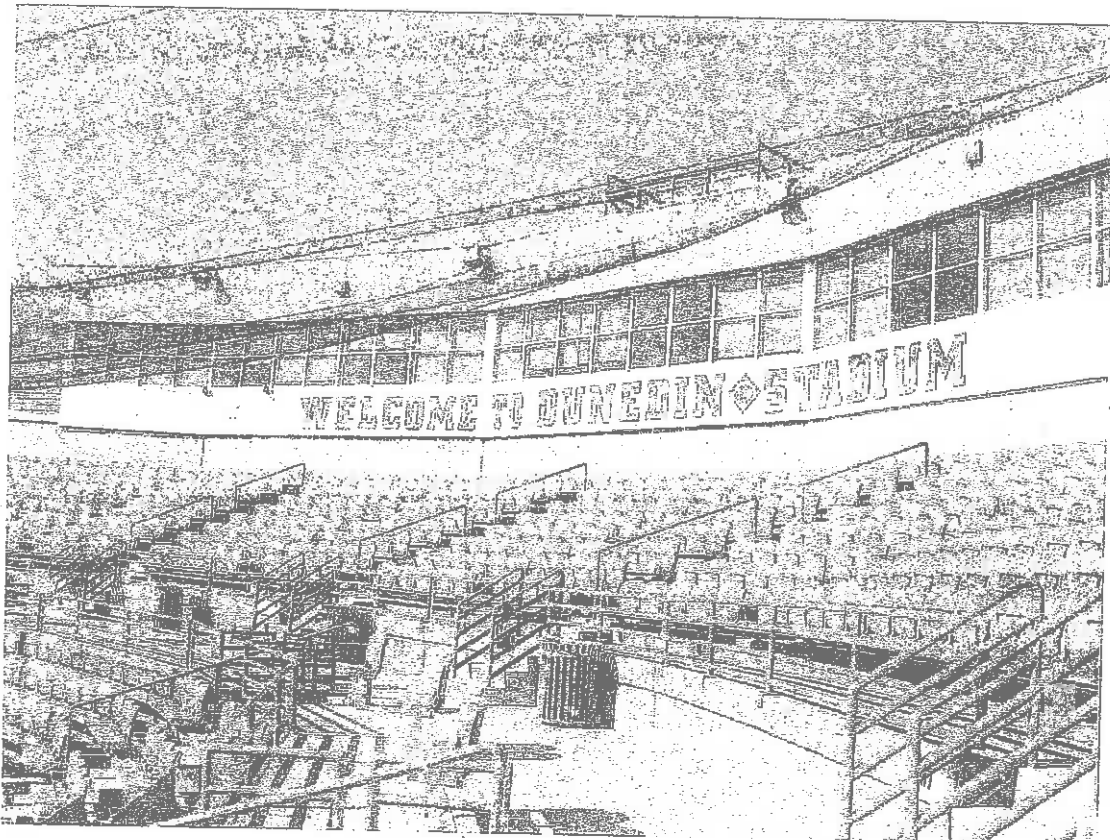


## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2010 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the sixth-year under the new fifteen-year agreement.



**DUNEDIN STADIUM FUND SUMMARY**

						VARIANCE	
	FY2008	ADOPTED	REVISED	PROPOSED	ADOPTED	ADOPTED	PERCENT
	ACTUAL	FY2009	FY2009	FY2010	FY2010	OVER(UND.)	INCR./
	BUDGET	BUDGET	BUDGET	BUDGET	BUDGET	REVISED	(DECR.)
<b>BEGINNING RESERVES</b>	197,819	76,540	78,203	3,846	3,846	(74,357)	-95%
<b>Subtotal</b>	197,819	76,540	78,203	3,846	3,846	(74,357)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	797,984	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	223,832	100,000	100,000	100,000	100,000	-	0%
Parking Concession	25,311	25,000	25,000	25,000	25,000	-	0%
Stadium Gen. Projects	-	-	-	-	-	-	0%
Transfer from General Fund	299,203	299,203	299,203	299,203	299,203	-	0%
Transfer from Self Insurance Fund	-	-	-	60,000	60,000	60,000	
Transfer from Debt Service Fund	-	-	-	-	-	-	0%
Naming Rights	90,000	-	-	50,000	50,000	50,000	100%
Use Agreement with Blue Jays	-	125,000	125,000	125,000	125,000	-	100%
<b>Subtotal</b>	1,436,330	1,347,187	1,347,187	1,457,187	1,457,187	110,000	8%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	3,498	-	-	-	-	-	0%
Other Miscellaneous	42	-	-	-	-	-	0%
<b>Subtotal</b>	3,540	-	-	-	-	-	0%
<b>TOTAL REVENUES</b>	1,439,870	1,347,187	1,347,187	1,457,187	1,457,187	110,000	8%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,637,689	1,423,727	1,425,390	1,461,033	1,461,033	35,643	3%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
St Operations	270,964	199,357	199,357	229,525	229,525	30,168	15%
<b>Subtotal</b>	270,964	199,357	199,357	229,525	229,525	30,168	15%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000	-	0%
Transfer to Parks & Rec CIP Fund	90,000	-	-	-	-	-	0%
Debt Service Payment	1,075,185	1,097,187	1,097,187	1,099,272	1,099,272	2,085	0%
<b>Subtotal</b>	1,290,185	1,222,187	1,222,187	1,224,272	1,224,272	2,085	0%
<b>TOTAL EXPENDITURES</b>	1,561,149	1,421,544	1,421,544	1,453,797	1,453,797	32,253	2%
<b>ENDING RESERVES</b>	76,540	2,183	3,846	7,236	7,236	3,390	88%
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	1,637,689	1,423,727	1,425,390	1,461,033	1,461,033	35,643	3%



DEPT: PARKS AND RECREATION

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2008	ADOPTED FY2009	REVISED FY2009	PROPOSED FY2010	ADOPTED FY2010	PERCENT INC/(DECR) REVISED FY2009
Salaries	-	-	-	-	-	0%
Benefits	-	-	-	-	-	0%
Operating Expenses	246,879	199,357	199,357	229,525	229,525	15%
Operating Capital/Debt Serv.	-	-	-	-	-	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>246,879</b>	<b>199,357</b>	<b>199,357</b>	<b>229,525</b>	<b>229,525</b>	<b>15%</b>

**BUDGET HIGHLIGHTS**

The Budget is consistent with previous years and follows the terms of the Toronto Blue Jays Agreement.

**PROGRESS MADE TOWARD FY 2009 GOALS AND OBJECTIVES**

**GOAL**

**STATUS**

1. Secure a new Naming Rights sponsor.	Currently pursuing and in discussion with potential sponsors.
2. Continue to research concert and event opportunities for Dunedin Stadium.	The department is in the process of contacting local event promoters to discuss the feasibility and interest in the stadium location for events.

**FY 2010 GOALS AND OBJECTIVES**

1. Secure a new Naming Rights sponsor.
2. Continue to research concert and event opportunities for Dunedin Stadium.



## FY 2010 Adopted Budget

Dept./Div.: DUNEDIN STADIUM - ADMINISTRATION 4801

ACCT.#	DESCRIPTION	FY 2008 ACTUAL ADMIN	ADOPTED FY 2009 BUDGET ADMIN	REVISED FY 2009 BUDGET ADMIN	ADOPTED FY 2010 BUDGET ADMIN (4801)	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
	<b>SALARIES</b>						
1201	Regular Salaries	-	-	-	-	-	0%
1301	Other Salaries	-	-	-	3,000	3,000	10%
1401	Overtime	-	-	-	15,000	15,000	100%
	<b>SALARIES TOTAL</b>	-	-	-	18,000	18,000	0%
	<b>BENEFITS</b>						
2100	FICA	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
	<b>BENEFITS TOTAL</b>	-	-	-	-	-	0%
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	14,272	17,000	17,000	18,300	1,300	8%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	2,742	3,063	3,063	-	(3,063)	-100%
4120	Radios	-	-	-	-	-	0%
4130	Postage	79	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	0%
4420	Rentals & Leases - Building	-	2,580	2,580	-	(2,580)	-100%
4580	Insurance	182,745	152,964	152,964	171,725	18,761	12%
4610	Repair & Maintenance Services	5,948	-	-	10,000	10,000	100%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	9,960	8,000	8,000	8,000	-	0%
4910	Other Current Charges	24,136	12,000	12,000	-	(12,000)	-100%
110	Office Supplies	-	-	-	-	-	0%
210	Operating Supplies	6,997	3,000	3,000	3,500	500	17%
5230	Uncapitalized Equipment	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	750	750	-	(750)	-100%
	<b>OPERATING EXPENSES TOTAL</b>	246,879	199,357	199,357	211,525	12,168	6%
	<b>TOTAL BUDGET</b>	<b>246,879</b>	<b>199,357</b>	<b>199,357</b>	<b>229,525</b>	<b>30,168</b>	<b>15%</b>





CAPITAL BUDGET PROJECTIONS FOR FY 2009

Project Number	Dept./ Division	Name of Project	Total Est. Project Cost	FY 2007 ACTUAL	ADOPTED FY 2008 BUDGET	REVISED FY 2008 BUDGET	FY 2009 BUDGET
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**STADIUM CAPITAL PROJECT FUND**

REVENUES:

Carry-Over Funds: (1)							2,527
Transfer from operations (p. 154)			71,000		75,000	75,000	
Transfer from One Cent							145,000
Total Revenues/Carry-Over Funds:							<u>147,527</u>

EXPENDITURES:

480801	PKS	STADIUM RESTROOMS Account # 331-4847-575-6201 Repair	75,000	1,525	75,000	75,425	
480802	PW/ENG	STADIUM SEAT REPLACEMENT Account # 331-4847-575-6300 Seat Replacement	138,334			138,334	
480108	PKS	ROOF REPAIR/ENGLEBERT Account # 331-4847-575-4610 Repair		93,928			25,000
480107	PKS	STADIUM CAPITAL REPLACEMENT Account # 331-4847-575-6401 Refrigerator and accessories		32,592			
480901	PW/ENG	KNOLOGY GRANDSTAND IMPROVEMENTS Account # 331-4847-575-6300 Steps, walkways, handrails & roof repairs	205,000				45,000
480902	PW/ENG	KNOLOGY AIR CONDITIONING REPLCMNT Account # 331-4847-575-6300 Replacement of AC units throughout Stadium					15,000
480903	PW/ENG	KNOLOGY ELECTRICAL Account # 331-4847-575-6300 Ground wiring replacement					40,000
480904	PW/ENG	KNOLOGY PARKING LOT DRAINAGE Account # 331-4847-575-6300 Repair low areas of parking lot					20,000
Total Expenses:				<u>128,045</u>	<u>75,000</u>	<u>213,759</u>	<u>145,000</u>
Unobligated Reserves:							2,527
% of Total Projects:							<u>2%</u>
Total Expenditures/Reserves:							<u>147,527</u>

(1) Carry-Over Funds reduced \$124,087 per FY 2008 Mid-Year Adjustment.



## CAPITAL BUDGET PROJECTIONS FOR FY 2010

Project No.	Sector	Dept./Division	Name of Project	Total Est. Project Cost	FY 2008 ACTUAL	ADOPTED	REVISED	ADOPTED
						FY 2009 BUDGET	FY 2009 BUDGET	FY 2010 BUDGET
<b>STADIUM CAPITAL PROJECT FUND</b>								
<b>REVENUES:</b>								
			Carry-Over Funds: (1)			2,527	46,589	48,589
			Transfer from operations (p.247)			-	-	-
			Transfer from One Cent (p.275)			145,000	145,000	75,000
			Total Revenues/Carry-Over Funds:			<u>147,527</u>	<u>191,589</u>	<u>123,589</u>
<b>EXPENDITURES:</b>								
480801	PKS		STADIUM RESTROOMS	75,000	33,900	-	-	-
			Account # 331-4847-575-6201					
			Repair					
480802	PW/ENG		STADIUM SEAT REPLACEMENT	138,334	138,333	-	-	-
			Account # 331-4847-575-6300					
			Seat Replacement					
480108	PKS		ROOF REPAIR/ENGLEBERT			25,000	25,000	-
			Account # 331-4847-575-4610					
			Repair					
480107	PKS		STADIUM CAPITAL REPLACEMENT					
			Account # 331-4847-575-6401					
			Refrigerator and accessories					
480901	PKS		ENGLEBERT BUILDING RENOVATIONS		15,000	-	-	15,000
			Account# 331-4847-575-6300					
			Reseal split face block					
480902	PKS		ENGLEBERT ELECTRICAL REPAIRS		25,000	-	-	25,000
			Account# 331-4847-575-6300					
			Electrical Repairs					
480901	PW/ENG		DUNEDIN STADIUM GRANDSTAND IMPROVE	205,000	-	45,000	45,000	45,000
			Account # 331-4847-575-6300					
			Steps, walkways, handrails & roof repairs					
480902	PW/ENG		DUNEDIN STADIUM AC REPLCMNT	-	-	15,000	15,000	15,000
			Account # 331-4847-575-6300					
			Replacement of AC units throughout Stadium					
480903	PW/ENG		DUNEDIN STADIUM ELECTRICAL	-	-	40,000	40,000	-
			Account # 331-4847-575-6300					
			Ground wiring replacement					
480904	PW/ENG		DUNEDIN STADIUM PRKNG LOT DRAINAGE			20,000	20,000	20,000
			Account # 331-4847-575-6300					
			Repair low areas of parking lot					
			Total Expenses:		<u>212,233</u>	<u>145,000</u>	<u>145,000</u>	<u>120,000</u>
			Unobligated Reserves:			2,527	46,589	3,589
			% of Total Projects:			2%	32%	3%
			Total Expenditures/Reserves:		<u>147,527</u>	<u>191,589</u>	<u>123,589</u>	

\*\* Carry-Over Funds increased \$44,062 per FY 2009 Mid-Year Adjustment.

Stadium Capital Project Fund

Project Number Funding Sources	Project Name	Unappropriated Planning Years												
		Revised FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017 - 2021	FY 2022 - 2026	FY 2027 - 2031			
	Carry-Over Funds	\$ 60,581									90,000		378,364	
	Transfer From the Penny Fund	75,000	95,000	155,000	105,000	55,000	40,000	5,000						
	Transfer From the General Fund	135,581	130,000	155,000	189,659	55,000	40,000	95,000					378,364	
	Total Funding Sources	\$ 371,162	\$ 315,000	\$ 305,000	\$ 394,659	\$ 110,000	\$ 80,000	\$ 100,000	\$ 45,000	\$ 55,000	\$ 100,000	\$ 95,000	\$ 378,364	\$ 378,364
Uses	Dunedin Stadium Grandstand Improvements	45,000	45,000	55,000	15,000									
480901	Dunedin Stadium Air Conditioning Replacement	15,000	7,000	15,000	15,000									
480902	Stadium Parking Lot Drainage	20,000	30,000	40,000	30,000									
480904	Dunedin Stadium Kitchen Upgrade		30,000	30,000	10,000	10,000	10,000							
481101	Dunedin Stadium Plumbing		10,000	10,000	15,000									
481102	Englebert Building Renovations	15,000												
480901	Englebert Electrical Repairs	25,000												
480902	Englebert Air Conditioning		15,000	10,000	10,000									
480902	Dunedin Stadium Fencing													
481103	Dunedin Stadium Enclosure	3,240												
481001	Dunedin Stadium Paint/Seal Coat													
New	Dunedin Stadium Roof Repairs													
New	Dunedin Stadium Roof Repairs													
New	Englebert Fencing													
	Total Capital Improvement Fund	\$ 123,240	\$ 107,000	\$ 175,000	\$ 205,000	\$ 55,000	\$ 40,000	\$ 85,000	\$ 10,000	\$ 20,000	\$ 20,000	\$ 85,000	\$ 378,364	\$ 378,364
	Annual Funding Over/(Under) Uses	\$ 12,341	\$ 23,000	\$ (20,000)	\$ (15,341)								\$ 388,364	\$ 388,364
	Reserve	\$ 12,341	\$ 35,341	\$ 15,341										

Adopted FY 2012 Operating and Capital Improvement Budget  
**Stadium Capital Projects Fund**

Fund III

Project Number	Project Name	Funding to Date																		
		FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018 - 2022	FY 2023 - 2027	FY 2028 - 2032									
<b>Funding Sources</b>																				
381.01-01	Transfer From the General Fund	35,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	349,041
381.01-34	Transfer From the Penny Fund	95,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
389.99-99	Previous Year Funding - Reserves	42,580	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Total Funding Sources</b>	172,580	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
<b>Uses</b>																				
480901	Dunedin Stadium Grandstand Maintenance	85,606	51,996	26,045	26,325	28,313	57,865	52,885	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425	264,425
480902	Dunedin Stadium Air Conditioning Replacement	7,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
480904	Stadium Parking Lot Drainage	-	-	-	-	-	46,308	-	-	-	-	-	-	-	-	-	-	-	-	-
481101	Dunedin Stadium Kitchen Upgrade	30,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481102	Dunedin Stadium Plumbing	6,510	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481202	Englebert Building Renovations	-	15,599	15,627	15,795	16,988	17,366	15,866	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731	31,731
Planning	Englebert Air Conditioning	-	-	26,045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481201	Dunedin Stadium Handrails	15,000	129,988	26,045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481001	Dunedin Stadium Roof Repairs	3,240	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Dunedin Stadium Roof Repairs	-	-	26,045	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Englebert Fencing	-	-	20,836	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Reconstruction Englebert Building Roof	-	-	-	189,540	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Planning	Dunedin Stadium Grandstand Roof Replacement	-	41,596	93,762	-	192,525	-	-	-	-	-	-	-	-	-	-	-	-	-	-
481203	Stadium Seat Replacement - South Stands	-	10,399	10,418	10,590	11,325	11,577	10,377	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885	52,885
481204	Stadium/Englebert Ballfield Lighting Replacement	-	249,577	244,823	242,190	249,150	133,136	79,328	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041
	<b>Total Uses</b>	147,356	249,577	244,823	242,190	249,150	133,136	79,328	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041	349,041
	<b>Annual Funding Over/(Under) Uses</b>	25,224	423	5,177	7,810	850	116,865	170,673	-	-	-	-	-	-	-	-	-	-	-	-
	<b>Balance</b>	25,224	25,647	30,824	38,634	39,484	156,349	327,021	-	-	-	-	-	-	-	-	-	-	-	-

DUNEDIN STADIUM FUND SUMMARY

	FY2007 ACTUAL	ADOPTED FY2008 BUDGET	REVISED FY2008 BUDGET	PROPOSED FY2009 BUDGET	ADOPTED FY2009 BUDGET	VARIANCE	PERCENT
						ADOPTED OVER(UND.) REVISED	INCR./ (DECR.)
<b>BEGINNING RESERVES</b>	376,307	178,121	199,484	76,540	76,540	(122,944)	-62%
<b>Subtotal</b>	376,307	178,121	199,484	76,540	76,540	(122,944)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	797,984	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	96,180	82,500	82,500	100,000	100,000	17,500	21%
Parking Concession	20,502	22,650	22,650	25,000	25,000	2,350	10%
Stadium Gen. Projects	-	-	-	-	-	-	0%
Transfer from General Fund	299,203	299,203	299,203	299,203	299,203	-	0%
Transfer from Debt Service Fund	-	-	-	-	-	-	0%
Naming Rights	80,000	90,000	90,000	-	-	(90,000)	-100%
Use Agreement with Blue Jays	-	125,000	125,000	125,000	125,000	-	100%
<b>Subtotal</b>	1,293,869	1,417,337	1,417,337	1,347,187	1,347,187	(70,150)	-5%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	11,761	-	-	-	-	-	0%
Other Miscellaneous	31	-	-	-	-	-	0%
<b>Subtotal</b>	11,792	-	-	-	-	-	0%
<b>TOTAL REVENUES</b>	1,305,661	1,417,337	1,417,337	1,347,187	1,347,187	(70,150)	-5%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,681,968	1,595,458	1,616,821	1,423,727	1,423,727	(193,094)	-12%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Stadium Operations	21,627	13,385	13,385	11,863	11,863	(1,522)	-11%
Stadium Operations	165,438	200,709	215,709	173,494	173,494	(42,215)	-20%
General projects	179	14,000	14,000	14,000	14,000	-	0%
Stadium Maintenance	-	-	-	-	-	-	0%
<b>Subtotal</b>	187,244	228,094	243,094	199,357	199,357	(43,737)	-18%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000	-	0%
Transfer to Stadium Capital Fund	71,000	75,000	75,000	-	-	(75,000)	-100%
Debt Service Payment	1,099,240	1,097,187	1,097,187	1,097,187	1,097,187	-	0%
<b>Subtotal</b>	1,295,240	1,297,187	1,297,187	1,222,187	1,222,187	(75,000)	-6%
<b>TOTAL EXPENDITURES</b>	1,482,484	1,525,281	1,540,281	1,421,544	1,421,544	(118,737)	-8%
<b>ENDING RESERVES</b>	199,484	70,177	76,540	2,183	2,183	(74,357)	-97%
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	1,681,968	1,595,458	1,616,821	1,423,727	1,423,727	(193,094)	-12%



DEPT: PARKS AND RECREATION

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2007	ADOPTED FY2008	REVISED FY2008	PROPOSED FY2009	ADOPTED FY2009	PERCENT INC/(DECR) REVISED FY2008
Salaries	-	-	-	-	-	0%
Benefits	-	-	-	-	-	0%
Operating Expenses	187,244	228,094	243,094	199,357	199,357	-18%
Operating Capital/Debt Serv.	1,295,240	1,297,187	1,297,187	1,222,187	1,222,187	-6%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>1,482,484</b>	<b>1,525,281</b>	<b>1,540,281</b>	<b>1,421,544</b>	<b>1,421,544</b>	<b>-8%</b>

Budget Detail on Page 288

**BUDGET HIGHLIGHTS**

The Budget is consistent with previous years and follows the terms of the Toronto Blue Jays Agreement.

**PROGRESS MADE TOWARD FY 2008 GOALS AND OBJECTIVES**

GOAL	STATUS
1. Complete cost estimate for 10-year CIP program.	The Engineering Department has completed a cost analysis for the Ten Year CIP program for the Stadium and Englebert Complex.
2. Work with the Toronto Blue Jays and Knology to promote non-baseball events at the stadium.	Volunteer Coordinator has been assigned to assist with special events and to research appropriate events for the Stadium.

**FY 2009 GOALS AND OBJECTIVES**

1. Secure a new Naming Rights sponsor.
2. Continue to research concert and event opportunities for Dunedin Stadium.



## FY 2009 Adopted Budget

Dept./Div.: DUNEDIN STADIUM - 4801, 4845, 4846, 4847

ACCT#	DESCRIPTION	FY 2007 ACTUAL STADIUM	ADOPTED FY 2008 BUDGET STADIUM	REVISED FY 2008 BUDGET STADIUM	ADOPTED FY 2009 ADMIN DIVISION (4801)	ADOPTED FY 2009 OPERATIONS DIVISION (4845)	ADOPTED FY 2009 STADIUM DIVISION (4846)
	<b>SALARIES</b>						
1201	Regular	-	-	-	-	-	-
1301	Other (Temporary)	-	-	-	-	-	-
1401	Overtime	-	-	-	-	-	-
	<b>SALARIES TOTAL</b>						
	<b>BENEFITS</b>						
2100	FICA	-	-	-	-	-	-
2201	Retirement	-	-	-	-	-	-
2310	Life/Health Insurance	-	-	-	-	-	-
2480	Workers Compensation	-	-	-	-	-	-
	<b>BENEFITS TOTAL</b>						
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	-	-	-	-	-	-
3405	Other Contractual Service	-	17,000	17,000	9,000	3,000	5,000
3481	Building Maintenance Contracts	-	-	-	-	-	-
4010	Training & Education	-	-	-	-	-	-
4110	Telephones	2,700	2,019	2,019	2,863	200	-
4120	Radios	-	-	-	-	-	-
4130	Postage	11	-	-	-	-	-
4310	Electricity	-	-	-	-	-	-
4330	Utilities	-	-	-	-	-	-
4410	Rentals & Leases	-	-	-	-	-	-
4420	Rentals & Leases - Building	1,883	2,580	2,580	-	2,580	-
4580	Insurance	126,039	182,745	182,745	-	152,964	-
4610	Repair & Maintenance Services	21,071	-	-	-	-	-
4710	Printing & Binding	-	-	-	-	-	-
4810	Promotional	12,272	6,000	6,000	-	-	8,000
10	Other Current Charges	12,567	12,000	27,000	-	12,000	-
10	Office Supplies	-	-	-	-	-	-
5210	Operating Supplies	9,541	5,000	5,000	-	2,000	1,000
5230	Uncapitalized Equipment	160	-	-	-	-	-
5410	Books/Pubs/Subscrip/Members	1,000	750	750	-	750	-
	<b>OPERATING EXPENSES TOTAL</b>	187,244	228,094	243,094	11,863	173,494	14,000
	<b>TOTAL BUDGET</b>	187,244	228,094	243,094	11,863	173,494	14,000



ADOPTED FY 2009 BUDGET TOTAL	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
-	-	0%
17,000	-	0%
-	-	0%
3,063	1,044	52%
-	-	0%
-	-	0%
-	-	0%
2,580	-	0%
152,964	(29,781)	-16%
-	-	0%
-	-	0%
8,000	2,000	33%
12,000	(15,000)	-56%
-	-	0%
3,000	(2,000)	-40%
-	-	0%
750	-	0%
199,357	(43,737)	-18%
199,357	(43,737)	-18%

Exhibits



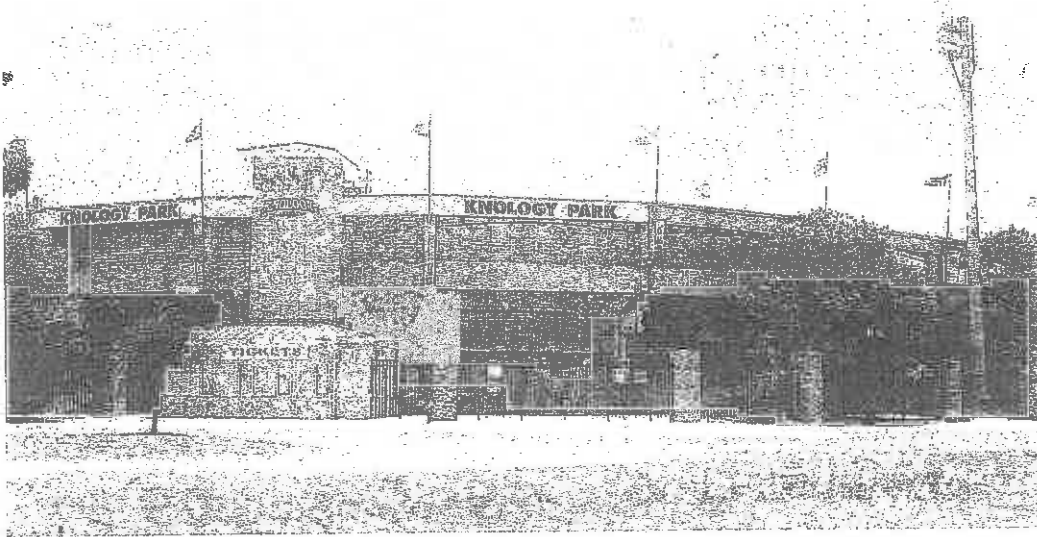


## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2008 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the fourth year under the new fifteen-year agreement.





## ANNUAL BUDGET FY 2008

## DUNEDIN STADIUM FUND SUMMARY

	FY2006 ACTUAL	ADOPTED FY2007 BUDGET	REVISED FY2007 BUDGET	PROPOSED FY2008 BUDGET	ADOPTED FY2008 BUDGET	VARIANCE ADOPTED OVER(UND.) REVISED	PERCENT INCR/ (DECR.)
<b>BEGINNING RESERVES</b>							
Subtotal	327,815	379,593	373,864	178,121	178,121	(195,743)	-52%
	327,815	379,593	373,864	178,121	178,121	(195,743)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	797,984	797,984	797,984	797,984	797,984		0%
Revenue-Blue Jays Ticket Sales	74,611	80,000	80,000	82,500	82,500	2,500	3%
Parking Concession	19,834	22,000	22,000	22,650	22,650	650	3%
Stadium Gen. Projects							0%
Transfer from General Fund	299,203	299,203	299,203	299,203	299,203		0%
Transfer from Debt Service Fund							0%
Naming Rights	70,000	80,000	80,000	90,000	90,000	10,000	13%
Use Agreement with Blue Jays	125,000	-	-	125,000	125,000		100%
Subtotal	1,386,632	1,279,187	1,279,187	1,417,337	1,417,337	138,150	11%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	16,699						0%
Other Miscellaneous	31						0%
Subtotal	16,730						0%
<b>TOTAL REVENUES</b>	1,403,362	1,279,187	1,279,187	1,417,337	1,417,337	138,150	11%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,731,177	1,658,780	1,653,051	1,595,458	1,595,458	(57,593)	-3%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	25,514	13,600	13,600	13,385	13,385	(215)	-2%
Stadium Operations	86,164	158,143	158,143	200,709	200,709	42,566	27%
General projects	13,951	10,000	10,000	14,000	14,000	4,000	40%
Stadium Maintenance	8,514						0%
Subtotal	134,143	181,743	181,743	228,094	228,094	46,351	26%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000		0%
Transfer to Stadium Capital Fund			71,000	75,000	75,000		0%
Debt Service Payment	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187		0%
Subtotal	1,224,270	1,222,187	1,293,187	1,297,187	1,297,187	4,000	0%
<b>TOTAL EXPENDITURES</b>	1,358,413	1,403,930	1,474,930	1,525,281	1,525,281	50,351	3%
<b>ENDING RESERVES</b>	372,764	254,850	178,121	70,177	70,177	(107,944)	-61%
<b>TOTAL EXPENDITURES/ENDING RESERVES</b>	1,731,177	1,658,780	1,653,051	1,595,458	1,595,458	(57,593)	-3%



DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2006	ADOPTED FY2007	REVISED FY2007	PROPOSED FY2008	ADOPTED FY2008	PERCENT INC/(DECR) REVISED FY2007
Salaries	-	-	-	-	-	0%
Benefits	-	-	-	-	-	0%
Operating Expenses	134,143	181,743	181,743	228,094	228,094	26%
Operating Capital/Debt Serv.	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>1,233,413</b>	<b>1,278,930</b>	<b>1,278,930</b>	<b>1,325,281</b>	<b>1,325,281</b>	<b>4%</b>

Budget Detail on Page 228

**BUDGET HIGHLIGHTS**

Budget reflects existing operations.

Blue Jays provide most of the maintenance of the facility under License Agreement.

City still provides incidental painting, safety inspections, minor plumbing and electrical maintenance.

City operates off-site parking for Spring Training baseball games.

**PROGRESS MADE TOWARD FY 2007 GOALS AND OBJECTIVES**

1. City offered the July 3rd Concert and Fireworks for fourth year.
2. Relay for Life was held at the Stadium, along with the Kiwanis Pancake Breakfast for the second year.
3. Staff and the Stadium Advisory Committee began identifying 10-Year CIP costs assessment and plans for restroom upgrades.
4. Implemented golf and baseball promotion in partnership with St. Andrews Links and Knology.

**2008 GOALS AND OBJECTIVES**

1. Complete cost estimate for 10-Year CIP program.
2. Work with the Toronto Blue Jays and Knology to promote non-baseball events at the Stadium.



## FY 2008 Adopted Budget

Dept./Div.: 4801, 4845, 4846, 4847, - DUNEDIN STADIUM SUMMARY

ACCT.#	DESCRIPTION	FY2006 ACTUAL	ADOPTED FY2007 BUDGET	REVISED FY2007 BUDGET	ADOPTED FY2008 REVISED	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
	<b>SALARIES</b>						
1201	Regular	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	0%
	<b>SALARIES TOTAL</b>						0%
	<b>BENEFITS</b>						
2100	FICA	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
	<b>BENEFITS TOTAL</b>						0%
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	6,756	17,000	17,000	17,000	-	0%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	2,858	2,019	2,124	2,019	(105)	-5%
4120	Radios	-	-	-	-	-	0%
4130	Postage	10	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	3,128	-	-	-	-	0%
4420	Rentals & Leases - Building	-	2,580	2,580	2,580	-	0%
4580	Insurance	77,573	77,873	126,039	182,745	56,706	45%
4610	Repair & Maintenance Services	9,213	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	4,129	6,000	17,000	6,000	(11,000)	-65%
4910	Other Current Charges	12,549	12,000	12,000	12,000	-	0%
5110	Office Supplies	-	-	-	-	-	0%
5210	Operating Supplies	16,814	-	-	5,000	5,000	100%
4680	Custodial Services	-	5,000	5,000	-	(5,000)	-100%
5230	Uncapitalized Equipment	363	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	750	750	-	750	750	100%
	<b>OPERATING EXPENSES TOTAL</b>	134,143	123,222	181,743	228,094	46,351	26%
	<b>CAPITAL OUTLAYS</b>						
6210	Capital Building Projects	-	-	-	-	-	100%
6410	Office Equipment	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	0%
	<b>CAPITAL OUTLAYS TOTAL</b>						100%
	<b>DEBT SERVICE</b>						
7101	Principal	-	-	-	-	-	0%
7201	Interest	-	-	-	-	-	0%
	<b>DEBT SERVICE TOTAL</b>						0%
	<b>TOTAL BUDGET</b>	134,143	123,222	181,743	228,094	46,351	26%



FY 2008 Adopted Budget  
 Dept./Div.: 4801, 4845, 4846, 4847, - DUNEDIN STADIUM

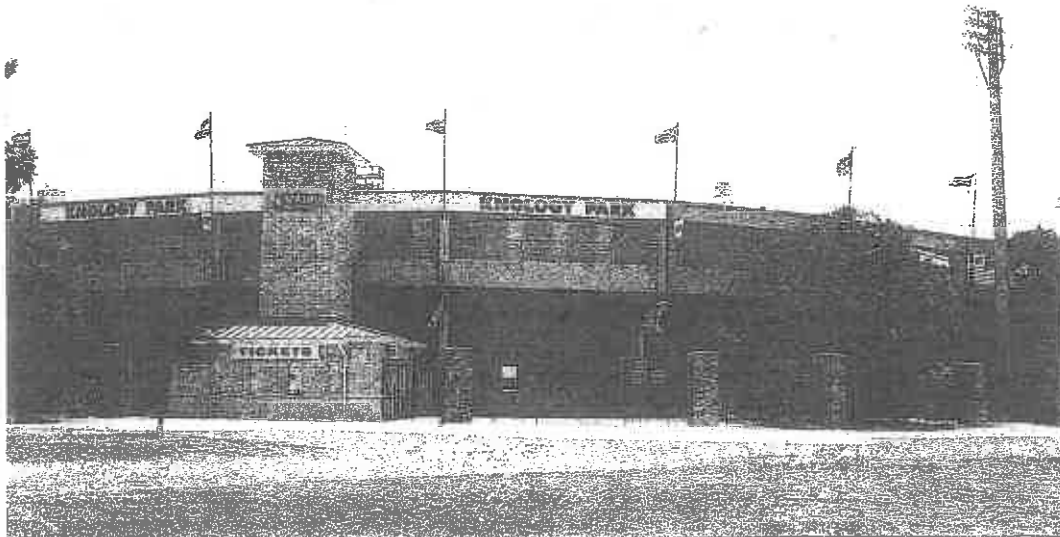
ACCT.#	DESCRIPTION	REVISED					FY2008 TOTAL	VARIANCE	PERCENT DIFF.
		FY2007 TOTAL	FY2008 4801	FY2008 4845	FY2008 4846	FY2008 4847			
<b>SALARIES</b>									
1201	Regular	-	-	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		-	-	-	-	-	-	-	0%
<b>BENEFITS</b>									
2100	FICA	-	-	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>OPERATING EXPENSES</b>									
3110	Professional Services	-	-	-	-	-	-	-	0%
3405	Other Contractual Service	-	-	-	-	-	-	-	0%
3481	Building Maintenance Contracts	17,000	9,000	3,000	5,000	-	17,000	-	0%
4010	Training & Education	-	-	-	-	-	-	-	0%
4110	Telephones	-	-	-	-	-	-	-	0%
4120	Radios	2,124	1,805	214	-	-	2,019	(105)	-5%
4130	Postage	-	-	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	-	-	0%
4420	Rental & Leases - Building	-	-	-	-	-	-	-	0%
4580	Insurance	2,580	-	2,580	-	-	2,580	-	0%
4610	Repair & Maintenance Services	126,039	-	182,745	-	-	182,745	56,706	45%
4710	Printing & Binding	-	-	-	-	-	-	-	0%
4810	Promotional	-	-	-	-	-	-	-	0%
4910	Other Current Charges	17,000	-	-	6,000	-	6,000	(11,000)	-65%
4919	Other Taxes	12,000	-	12,000	-	-	12,000	-	0%
5110	Office Supplies	-	-	-	-	-	-	-	0%
5210	Operating Supplies	-	-	-	-	-	-	-	0%
4680	Custodial Services	5,000	-	2,000	3,000	-	5,000	-	0%
5230	Uncapitalized Equipment	-	-	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	-	750	-	-	750	-	0%
<b>OPERATING EXPENSES TOTAL</b>		181,743	10,805	203,289	14,000	-	228,094	46,351	26%
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	-	-	-	-	-	-	-	100%
6410	Office Equipment	-	-	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	-	-	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		181,743	10,805	203,289	14,000	-	228,094	4	

## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1990 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2009 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the fifth year under the new fifteen-year agreement.





CAPITAL BUDGET PROJECTIONS FOR FY 2008

Project Number	Dept./ Division	Name of Project	Total Est. Project Cost	FY 2006 ACTUAL	ADOPTED FY 2007 BUDGET	REVISED FY 2007 BUDGET	FY 2008 BUDGET
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STADIUM CAPITAL PROJECT FUND

REVENUES:

Est. FY 2007 Carry-Over Funds: (1)	250,373
Est. FY 2008 Funds:	
Transfer from operations	71,000
<b>Total FY 2008 Revenues:</b>	<b>325,373</b>

EXPENDITURES:

480801	LS/PKS	STADIUM RESTROOMS	75,000	75,000
	Account #	331-4847-575-6201		
		Repair		
		FY 2008 Expenses:		75,000
		Unobligated-Reserves:		250,373
		% of Total Projects:		334%
		<b>Total:</b>		<b>325,373</b>

Carry-Over Funds increased \$71,000 per FY 2007 Mid-Year Adjustment.

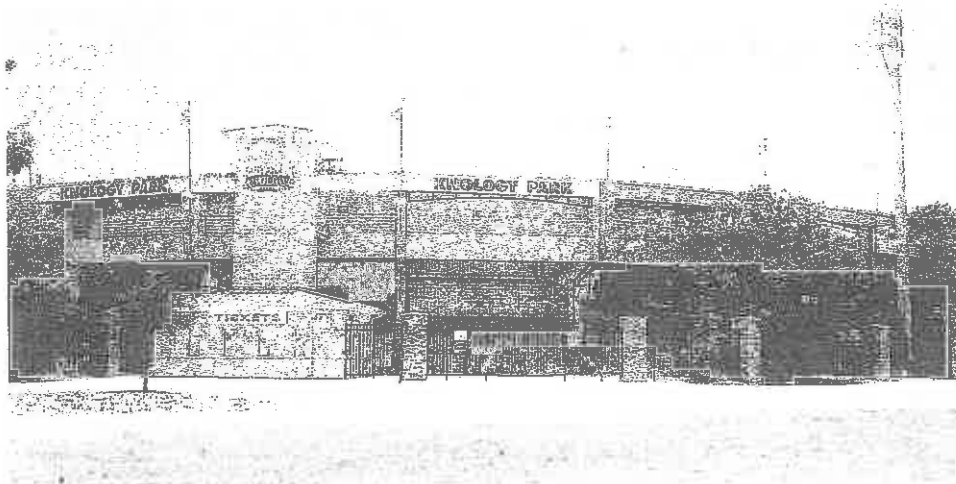


### DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 1989/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary sources of income for FY 2006/07 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the fourth year under the new fifteen-year agreement.





DUNEDIN STADIUM FUND SUMMARY

						VARIANCE	
	ADOPTED	REVISED	PROPOSED	ADOPTED	ADOPTED	PERCENT	
	FY2005 ACTUAL	FY2006 BUDGET	FY2006 BUDGET	FY2007 BUDGET	FY2007 BUDGET	OVER(UND.) REVISED	INCR./ (DECR.)
<b>BEGINNING RESERVES</b>	75,331	128,233	327,815	379,593	379,593	51,778	0%
<b>Subtotal</b>	75,331	128,233	327,815	379,593	379,593	51,778	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
State/County Funding	756,317	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	78,309	85,000	85,000	80,000	80,000	(5,000)	-6%
Parking Concession	18,454	20,000	20,000	22,000	22,000	2,000	10%
Stadium Gen. Projects	-	-	-	-	-	-	0%
Transfer from General Fund	274,269	299,203	299,203	299,203	299,203	-	0%
Transfer from Debt Service Fund	291,840	-	-	-	-	-	0%
Naming Rights	60,000	70,000	70,000	80,000	80,000	10,000	14%
Use Agreement with Blue Jays	125,000	125,000	125,000	-	-	(125,000)	0%
<b>Subtotal</b>	1,604,189	1,397,187	1,397,187	1,279,187	1,279,187	(118,000)	-8%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	968	-	-	-	-	-	0%
her Miscellaneous	1,027	-	-	-	-	-	0%
<b>Subtotal</b>	1,995	-	-	-	-	-	0%
<b>TOTAL REVENUES</b>	1,606,184	1,397,187	1,397,187	1,279,187	1,279,187	(118,000)	-8%
<b>TOTAL REVENUES/BEGINNING RESERVES</b>	1,681,515	1,525,420	1,725,002	1,658,780	1,658,780	(66,222)	-4%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	23,638	10,805	10,805	13,600	13,600	2,795	26%
Stadium Operations	84,120	98,417	98,417	143,143	158,143	59,726	61%
General projects	16,763	14,000	14,000	10,000	10,000	(4,000)	0%
Stadium Maintenance	4,909	-	-	-	-	-	0%
<b>Subtotal</b>	129,430	123,222	123,222	166,743	181,743	58,521	47%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	125,000	125,000	125,000	125,000	125,000	-	0%
Debt Service Payment	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187	-	0%
<b>Subtotal</b>	1,224,270	1,222,187	1,222,187	1,222,187	1,222,187	-	0%
<b>TOTAL EXPENDITURES</b>	1,353,700	1,345,409	1,345,409	1,388,930	1,403,930	58,521	4%
<b>ENDING RESERVES</b>	327,815	180,011	379,593	269,850	254,850	(124,743)	0%
<b>TOTAL EXPENDITURES/ENDING RESERVE</b>	1,681,515	1,525,420	1,725,002	1,658,780	1,658,780	(66,222)	0%



DEPT: LEISURE SERVICES      DIVISION: STADIUM      FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL FY2005	BUDGET FY2006	REVISED FY2006	PROPOSED FY2007	ADOPTED FY2007	PERCENT INC/(DECR) REVISED FY2006
Salaries	625	-	-	-	-	0%
Benefits	147	-	-	-	-	0%
Operating Expenses	128,658	123,222	123,222	166,743	181,743	47%
Operating Capital/Debt Serv.	1,099,270	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>1,228,700</b>	<b>1,220,409</b>	<b>1,220,409</b>	<b>1,263,930</b>	<b>1,278,930</b>	<b>5%</b>

Budget Detail on Page 213

### BUDGET HIGHLIGHTS

Budget reflects existing operations.

Blue Jays provide most of the maintenance of the facility under License Agreement.

City still provides incidental painting, safety inspections, minor plumbing and electrical maintenance.

City operates off site parking for spring training baseball games.

### PROGRESS MADE TOWARD FY 2006 GOALS AND OBJECTIVES

City offered July 3rd concert & fireworks for 3rd year.

Department assisted with Diversity concert.

Play for Life was moved to the Stadium, along with Kiwanis  
cake Breakfast.

A CIP list was developed with the Stadium Advisory Committee  
to project future expenditures from the Capital Replacement Fund.

### FY 2007 GOALS AND OBJECTIVES

1. Identify costs for capital replacement items.
2. Develop new ticket sales promotion to increase Spring Training attendance.



FY 2007 Adopted Budget

Dept./Div.: RISK SAFETY - 552-1612

ACCT.#	DESCRIPTION	FY2005 ACTUAL	ADOPTED FY2006 BUDGET	REVISED FY2006 BUDGET	ADOPTED FY2007 BUDGET	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
<b>SALARIES</b>							
1201	Regular	80,562	61,492	61,492	63,800	2,308	4%
1301	Other (Temporary)	-	-	-	-	-	0%
1401	Overtime	699	2,000	2,000	2,000	-	0%
1501	Special Pay (Contract)	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		<b>81,261</b>	<b>63,492</b>	<b>63,492</b>	<b>65,800</b>	<b>2,308</b>	<b>4%</b>
<b>BENEFITS</b>							
2100	FICA	5,895	4,857	4,857	5,034	177	4%
2201	Retirement	4,536	4,971	4,971	5,152	181	4%
2310	Life/Health Insurance	6,585	7,339	7,339	7,785	446	6%
2480	Workers Compensation	-	873	873	940	67	8%
<b>BENEFITS TOTAL</b>		<b>17,016</b>	<b>18,040</b>	<b>18,040</b>	<b>18,911</b>	<b>871</b>	<b>5%</b>
<b>OPERATING EXPENSES</b>							
3110	Professional Services	1,999	10,000	10,000	10,000	-	0%
3111	Legal Services	-	30,000	30,000	30,000	-	0%
3130	WC Drug Testing	50	3,300	3,300	3,300	-	0%
3141	CDL Drug Testing	-	7,000	7,000	7,000	-	0%
3405	Other Contractual	-	2,000	2,000	2,000	-	0%
3481	Building Maintenance Contracts	855	852	852	852	-	0%
4010	Training & Education	1,912	10,000	10,000	10,000	-	0%
4110	Telephones	602	1,147	1,147	864	(283)	-25%
4120	Radios	-	110	110	110	-	0%
4130	Postage	489	400	400	400	-	0%
4310	Electricity	-	230	230	230	-	0%
4330	Utilities	-	500	500	500	-	0%
4410	Rentals & Leases	167	870	870	870	-	0%
4480	ISF-Vehicle	4,645	4,766	4,766	5,011	245	5%
4510	Premiums Paid	1,137,330	1,467,200	1,467,200	1,827,500	360,300	25%
4520	Claims/Reserve	206,914	190,000	195,018	200,000	4,982	3%
4540	Workers Compensation Claims	302,476	250,000	250,000	300,000	50,000	20%
4580	Insurance	-	1,254	1,254	1,335	81	6%
4610	Repair & Maintenance Services	-	100	100	100	-	0%
4680	Custodial Services	445	445	445	445	-	0%
4710	Printing & Binding	120	1,700	1,700	1,700	-	0%
4810	Promotional Activities	20	1,000	1,000	1,000	-	0%
4912	Licenses and Fees	-	-	-	-	-	0%
5110	Office Supplies	430	700	700	700	-	0%
5210	Operating Supplies	344	1,700	1,700	1,700	-	0%
5222	Uniform Cleaning/expense	-	250	250	250	-	0%
5230	Uncapitalized Equipment	266	1,300	1,300	1,300	-	0%
5410	Books/Pubs/Subscrip/Members	2,583	4,500	4,500	4,500	-	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>1,661,647</b>	<b>1,991,324</b>	<b>1,996,342</b>	<b>2,411,667</b>	<b>415,325</b>	<b>21%</b>
<b>CAPITAL OUTLAYS</b>							
5450	Communication Equipment	2,867	-	-	-	-	0%
5470	Equipment	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>2,867</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>NON-OPERATING</b>							
9000	Transfer to 001 Fund	-	-	-	-	-	0%
<b>NON-OPERATING TOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL BUDGET</b>		<b>1,762,791</b>	<b>2,072,856</b>	<b>2,077,874</b>	<b>2,496,378</b>	<b>418,504</b>	<b>20%</b>



## FY 2007 Adopted Budget

Dept./Div.: 4801, 4845, 4846, 4847, - DUNEDIN STADIUM SUMMARY

ACCT.#	DESCRIPTION	FY2005 ACTUAL	ADOPTED FY2006 BUDGET	REVISED FY2006 BUDGET	ADOPTED FY2007 REVISED	VARIANCE ADOPTED OVER/(UND) REVISED	PERCENT DIFF.
<b>SALARIES</b>							
1201	Regular	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	0%
1401	Overtime	625	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		625	-	-	-	-	0%
<b>BENEFITS</b>							
2100	FICA	60	-	-	-	-	0%
2201	Retirement	76	-	-	-	-	0%
2310	Life/Health Insurance	11	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		147	-	-	-	-	0%
<b>OPERATING EXPENSES</b>							
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	15,104	17,000	17,000	17,000	-	0%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	2,233	2,019	2,019	2,124	105	0%
4120	Radios	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	845	-	-	-	-	0%
4420	Rentals & Leases - Building	2,510	2,580	2,580	2,580	-	0%
4580	Insurance	77,668	77,873	77,873	126,039	48,166	62%
4610	Repair & Maintenance Services	4,809	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	5,240	6,000	6,000	17,000	11,000	0%
4910	Other Current Charges	11,914	12,000	12,000	12,000	-	0%
5110	Office Supplies	-	-	-	-	-	0%
5210	Operating Supplies	7,585	-	-	-	-	0%
4680	Custodial Services	-	5,000	5,000	5,000	-	0%
5230	Uncapitalized Equipment	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	750	750	750	-	(750)	0%
<b>OPERATING EXPENSES TOTAL</b>		128,658	123,222	123,222	181,743	58,521	47%
<b>CAPITAL OUTLAYS</b>							
6210	Capital Building Projects	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	0%
<b>DEBT SERVICE</b>							
7101	Principal	-	-	-	-	-	0%
7201	Interest	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		129,430	123,222	123,222	181,743	58,521	47%

DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 2003/04	BUDGET 2004/05	REVISED 2004/05	PROPOSED 2005/06	ADOPTED 2005/06	PERCENT INC/ (DECR) REVISED 2004/05
Salaries	1,689	-	-	-	-	0%
Benefits	296	-	-	-	-	0%
Operating Expenses	149,068	113,098	113,098	123,222	123,222	9%
Operating Capital/Debt Service	24,086	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>175,139</b>	<b>1,210,285</b>	<b>1,210,285</b>	<b>1,220,409</b>	<b>1,220,409</b>	<b>1%</b>

Budget Detail on Page 194

BUDGET HIGHLIGHTS

Budget reflects standard operation of stadium.

PROGRESS MADE TOWARD FY 2004/05 GOALS AND OBJECTIVES

Monthly concert series was begun but discontinued due to lack of staff and low attendance. Relay for Life and the Kiwanis Pancake Breakfast were moved to Knology Park.

FY 2005/06 GOALS AND OBJECTIVES

Continue to explore ways to offer non-baseball events at stadium.  
Assessment and recommendation to maintain Capital Replacement Fund.

## FY 2005/06 Adopted Budget

Dept./Div.: 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT. #	DESCRIPTION	FY2003/04 ACTUAL	ORIGINAL	FY2004/05	ADOPTED	VARIANCE	PERCENT DIFF.
			FY2004/05 BUDGET	REVISSED BUDGET	FY2005/06 REVISED	ADOPTED OVER REVISED	
<b>SALARIES</b>							
1201	Regular	-	-	-	-	-	0%
1301	Other (Temporary)	42	-	-	-	-	0%
1401	Overtime	1,647	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		<b>1,689</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>BENEFITS</b>							
2100	FICA	124	-	-	-	-	0%
2201	Retirement	147	-	-	-	-	0%
2310	Life/Health Insurance	25	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		<b>296</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>OPERATING EXPENSES</b>							
3110	Professional Services	-	-	-	-	-	0%
3405	Other Contractual Service	18,423	18,450	18,450	17,000	(1,450)	-8%
3481	Building Maintenance Contracts	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	0%
4110	Telephones	1,888	-	-	2,019	2,019	0%
4120	Radios	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	0%
4420	Rentals & Leases - Building	2,460	1,680	1,680	2,580	900	54%
4580	Insurance	81,032	77,668	77,668	77,873	205	0%
4610	Repair & Maintenance Services	14,888	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	0%
4810	Promotional	5,498	3,000	3,000	6,000	3,000	100%
4910	Other Current Charges	17,484	10,300	10,300	12,000	1,700	17%
5110	Office Supplies	-	-	-	-	-	0%
5210	Operating Supplies	6,645	-	-	-	-	0%
4680	Custodial Services	-	2,000	2,000	5,000	3,000	150%
5230	Uncapitalized Equipment	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	750	-	-	750	750	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>149,068</b>	<b>113,098</b>	<b>113,098</b>	<b>123,222</b>	<b>10,124</b>	<b>9%</b>
<b>CAPITAL OUTLAYS</b>							
6210	Capital Building Projects	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>DEBT SERVICE</b>							
7101	Principal	12,165	-	-	-	-	0%
7201	Interest	11,921	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		<b>24,086</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0%</b>
<b>TOTAL BUDGET</b>		<b>175,139</b>	<b>113,098</b>	<b>113,098</b>	<b>123,222</b>	<b>10,124</b>	<b>9%</b>

ACCT.#	DESCRIPTION	ADOPTED					TOTAL	VARIANCE	PERCENT DIFF.
		FY04/05 TOTAL	FY05/06 4801	FY05/06 4845	FY05/06 4846	FY05/06 4847			
<b>SALARIES</b>									
1201	Regular	-	-	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		-	-	-	-	-	-	-	0%
<b>BENEFITS</b>									
2100	FICA	-	-	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>OPERATING EXPENSES</b>									
3110	Professional Services	-	-	-	-	-	-	-	0%
3405	Other Contractual Service	18,450	9,000	3,000	5,000	-	17,000	(1,450)	-8%
3481	Building Maintenance Contracts	-	-	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	-	-	0%
4110	Telephones	-	1,805	214	-	-	2,019	2,019	0%
4120	Radios	-	-	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	-	-	0%
4420	Rental & Leases - Building	1,680	-	2,580	-	-	2,580	900	54%
4580	Insurance	77,668	-	77,873	-	-	77,873	205	0%
4610	Repair & Maintenance Services	-	-	-	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	-	-	0%
4810	Promotional	3,000	-	-	6,000	-	6,000	3,000	100%
4910	Other Current Charges	10,300	-	12,000	-	-	12,000	1,700	17%
4919	Other Taxes	-	-	-	-	-	-	-	0%
5110	Office Supplies	-	-	-	-	-	-	-	0%
5210	Operating Supplies	2,000	-	2,000	3,000	-	5,000	3,000	150%
4680	Custodial Services	-	-	-	-	-	-	-	0%
5230	Uncapitalized Equipment	-	-	-	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	-	750	-	-	750	750	0%
<b>OPERATING EXPENSES TOTAL</b>		113,098	10,805	98,417	14,000	-	123,222	10,124	9%
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	-	-	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	-	-	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		113,098	10,805	98,417	14,000	-	123,222	10,124	9%



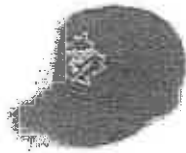
DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2005/06 will come from ticket sales and parking concessions during the Toronto Blue Jays Spring Training.

This will be the third year under the new fifteen-year agreement.

*New Graphics*





## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2004/05 will come from ticket sales, and parking concessions during the Toronto Blue Jays Spring Training.

This will be the third year under the new fifteen-year agreement.



## DUNEDIN STADIUM FUND REVENUE &amp; EXPENDITURE SUMMARY

	FY02/03 ACTUAL	FY2003/04 BUDGET	REVISED	PROPOSED	ADOPTED	VARIANCE	
			FY2003/04	FY2004/05	FY2004/05	ADOPTED	PERCENT
			BUDGET	BUDGET	BUDGET	OVER (UND.) REVISED	INCR./ (DECR.)
<b>DUNEDIN STADIUM FUND</b>							
Beginning Cash Reserves	473	-	14,577	4,339	4,339	(10,238)	0%
<b>Subtotal</b>	473	-	14,577	4,339	4,339	(10,238)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
Debt Proceeds	-	797,984	797,984	797,984	797,984	-	0%
Revenue-Blue Jays Ticket Sales	56,303	82,238	77,000	85,000	85,000	8,000	10%
Parking Concession	13,099	21,000	21,000	21,000	21,000	-	0%
Stadium Gen. Projects	-	10,000	10,000	-	-	(10,000)	-100%
Transfer from General Fund	46,939	299,203	299,203	299,203	299,203	-	0%
Naming Rights	-	-	40,000	60,000	60,000	20,000	
Use Agreement with Blue Jays	-	125,000	125,000	125,000	125,000	-	0%
<b>Subtotal</b>	116,341	1,335,425	1,370,187	1,388,187	1,388,187	18,000	1%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	-	-	-	-	-	-	0%
Other Miscellaneous	21	-	-	-	-	-	0%
<b>Subtotal</b>	21	-	-	-	-	-	0%
<b>TOTAL STADIUM FUND REVENUES</b>	116,835	1,335,425	1,384,764	1,392,526	1,392,526	7,762	1%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	8,656	13,050	13,050	8,400	8,400	(4,650)	-36%
Stadium Operations	57,754	91,284	91,284	94,648	94,648	3,364	4%
General projects	5,119	-	-	4,650	4,650	4,650	0%
Stadium Maintenance	8,938	5,400	5,400	5,400	5,400	-	0%
<b>Subtotal</b>	80,467	109,734	109,734	113,098	113,098	3,364	3%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	-	128,504	173,504	125,000	125,000	(48,504)	-28%
Debt Service Payment	21,791	1,097,187	1,097,187	1,097,187	1,097,187	-	0%
<b>Subtotal</b>	21,791	1,225,691	1,270,691	1,222,187	1,222,187	(48,504)	-4%
<b>Operating Subtotal</b>	102,258	1,335,425	1,380,425	1,335,285	1,335,285	(45,140)	-3%
Ending Cash Reserves	14,577	-	4,339	57,241	57,241	52,902	0%
<b>TOTAL STADIUM FUND EXPENSES</b>	116,835	1,335,425	1,384,764	1,392,526	1,392,526	7,762	1%

DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 2002/03	BUDGET 2003/04	REVISED 2003/04	PROPOSED 2004/05	ADOPTED 2004/05	PERCENT INC/ (DECR) REVISED FY2003/04
Salaries	1,156	-	-	-	-	0%
Benefits	167	-	-	-	-	0%
Operating Expenses	77,294	109,734	109,734	113,098	113,098	3%
Operating Capital/Debt Servic	23,641	1,097,187	1,097,187	1,097,187	1,097,187	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>102,258</b>	<b>1,206,921</b>	<b>1,206,921</b>	<b>1,210,285</b>	<b>1,210,285</b>	<b>0%</b>

Budget Detail on Page 195

BUDGET HIGHLIGHTS

Budget reflects historic needs for spring training and planned events at stadium.

PROGRESS MADE TOWARD FY 03/04 GOALS AND OBJECTIVES

1. A naming rights contract was executed for the stadium.
2. Concert series being developed for stadium.

FY 2004/05 GOALS AND OBJECTIVES

1. Offer monthly concert series at stadium.
2. Continue to develop Knology partnership to promote additional events.

2004/05 Adopted Budget  
 pt./Div. 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

C.	DESCRIPTION	FY02/03 ACTUAL	ORIGINAL FY03/04 BUDGET	FY03/04 REVISED BUDGET	ADOPTED FY04/05 REVISED	VARIANCE	PERCENT DIFF.
						ADOPTED OVER REVISED	
SALARIES							
.01	Regular	-	-	-	-	-	0%
.01	Other (Temporary)	-	-	-	-	-	0%
.01	Overtime	1,156	-	-	-	-	0%
.01	Allocated Labor	-	-	-	-	-	0%
SALARIES TOTAL		1,156	-	-	-	-	0%
BENEFITS							
.00	FICA	87	-	-	-	-	0%
.01	Retirement	75	-	-	-	-	0%
.10	Life/Health Insurance	5	-	-	-	-	0%
.80	Workers Compensation	-	-	-	-	-	0%
BENEFITS TOTAL		167	-	-	-	-	0%
OPERATING EXPENSES							
.10	Professional Services	-	-	-	-	-	0%
.05	Other Contractual Service	9,916	18,450	18,450	18,450	-	0%
.81	Building Maintenance Contracts	-	-	-	-	-	0%
.10	Training & Education	-	-	-	-	-	0%
.10	Telephones	5,656	-	-	-	-	0%
.20	Radios	-	-	-	-	-	0%
	Postage	20	-	-	-	-	0%
.87	Electricity	-	-	-	-	-	0%
.30	Utilities	-	-	-	-	-	0%
.10	Rentals & Leases	135	-	-	-	-	0%
.20	Rentals & Leases - Building	2,460	1,680	1,680	1,680	-	0%
.80	Insurance	27,355	81,032	81,032	77,668	(3,364)	-4%
.10	Repair & Maintenance Services	8,866	-	-	-	-	0%
.10	Printing & Binding	-	-	-	-	-	0%
.10	Promotional	2,355	-	-	3,000	3,000	0%
.10	Other Current Charges	13,920	8,572	8,572	10,300	1,728	0%
.10	Office Supplies	-	-	-	-	-	0%
.10	Operating Supplies	5,611	-	-	-	-	0%
.80	Custodial Services	-	-	-	2,000	2,000	0%
.30	Uncapitalized Equipment	-	-	-	-	-	0%
.10	Books/Pubs/Subscrip/Members	1,000	-	-	-	-	0%
OPERATING EXPENSES TOTAL		77,294	109,734	109,734	113,098	3,364	3%
CAPITAL OUTLAYS							
.10	Capital Building Projects	-	-	-	-	-	0%
.10	Office Equipment	-	-	-	-	-	0%
.70	Other Equipment	1,850	-	-	-	-	0%
CAPITAL OUTLAYS TOTAL		1,850	-	-	-	-	0%
DEBT SERVICE							
.01	Principal	11,586	-	-	-	-	0%
.01	Interest	10,205	-	-	-	-	0%
DEBT SERVICE TOTAL		21,791	-	-	-	-	0%
TOTAL BUDGET		102,258	109,734	109,734	113,098	3,364	3%

FY 2004/05 Adopted Budget  
 Dept./Div 4801, 4845, 4846, 4847, - Dunedin Stadium

CT.#	DESCRIPTION	ADOPTED					TOTAL	VARIANCE	PERCENT DIFF.
		FY03/04 TOTAL	FY04/05 4801	FY04/05 4845	FY04/05 4846	FY04/05 4847			
<b>SALARIES</b>									
1201	Regular	-	-	-	-	-	-	-	0%
1301	Other (Temporary)	-	-	-	-	-	-	-	0%
1401	Overtime	-	-	-	-	-	-	-	0%
1901	Allocated Labor	-	-	-	-	-	-	-	0%
<b>SALARIES TOTAL</b>		-	-	-	-	-	-	-	0%
<b>BENEFITS</b>									
2100	FICA	-	-	-	-	-	-	-	0%
2201	Retirement	-	-	-	-	-	-	-	0%
2310	Life/Health Insurance	-	-	-	-	-	-	-	0%
2480	Workers Compensation	-	-	-	-	-	-	-	0%
<b>BENEFITS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>OPERATING EXPENSES</b>									
3110	Professional Services	-	-	-	-	-	-	-	0%
3405	Other Contractual Service	18,450	8,400	-	4,650	5,400	18,450	-	0%
3481	Building Maintenance Contracts	-	-	-	-	-	-	-	0%
4010	Training & Education	-	-	-	-	-	-	-	0%
4110	Telephones	-	-	-	-	-	-	-	0%
4120	Radios	-	-	-	-	-	-	-	0%
4130	Postage	-	-	-	-	-	-	-	0%
4310	Electricity	-	-	-	-	-	-	-	0%
4330	Utilities	-	-	-	-	-	-	-	0%
4410	Rentals & Leases	-	-	-	-	-	-	-	0%
4420	Rental & Leases - Building	1,680	-	1,680	-	-	1,680	-	0%
30	Insurance	81,032	-	77,668	-	-	77,668	(3,364)	-4%
4610	Repair & Maintenance Services	-	-	-	-	-	-	-	0%
4710	Printing & Binding	-	-	-	-	-	-	-	0%
4810	Promotional	-	-	3,000	-	-	3,000	3,000	0%
4910	Other Current Charges	8,572	-	10,300	-	-	10,300	1,728	0%
5110	Office Supplies	-	-	-	-	-	-	-	0%
5210	Operating Supplies	-	-	2,000	-	-	2,000	2,000	0%
4680	Custodial Services	-	-	0	-	-	-	-	0%
5230	Uncapitalized Equipment	-	-	0	-	-	-	-	0%
5410	Books/Pubs/Subscrip/Members	-	-	0	-	-	-	-	0%
<b>OPERATING EXPENSES TOTAL</b>		109,734	8,400	94,648	4,650	5,400	113,098	3,364	3%
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	-	-	-	-	-	-	-	0%
6410	Office Equipment	-	-	-	-	-	-	-	0%
6470	Other Equipment	-	-	-	-	-	-	-	0%
<b>CAPITAL OUTLAYS TOTAL</b>		-	-	-	-	-	-	-	0%
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	-	-	-	-	-	-	-	0%
<b>DEBT SERVICE TOTAL</b>		-	-	-	-	-	-	-	0%
<b>TOTAL BUDGET</b>		109,734	8,400	94,648	4,650	5,400	113,098	3,364	3%

## DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2003/04 will come from ticket sales, and parking concessions during the Toronto Blue Jays Spring Training.

This will be the second year under the new fifteen-year agreement.





DUNEDIN STADIUM FUND REVENUE & EXPENDITURE SUMMARY

	PERCENTAGE ACTUAL	FY2003/03 BUDGET	REVISED	FADPUSED	ADOPTED	VARIANCE	
			FY2003/03	FY2003-04	FY2003/04	ADOPTED	PERCENT
			BUDGET	BUDGET	BUDGET	OVER/UND.	(INCR./
					BUDGET	REVISED	DECR.)
<b>DUNEDIN STADIUM FUND</b>							
beginning Cash Reserves	0	0	17,510	0	0	(17,510)	0%
Subtotal	0	0	17,510	0	0	(17,510)	0%
<b>DUNEDIN STADIUM FUND REVENUES</b>							
Net Proceeds	0	1,097,187	1,097,187	1,097,187	1,097,187	0	0%
Stadium Venue-Blue Jays Ticket Sales	97,453	82,238	82,238	82,238	82,238	0	0%
Marketing Concession	19,987	21,000	21,000	21,000	21,000	0	0%
Stadium Gen. Projects	0	10,000	10,000	10,000	10,000	0	0%
Contribution from Blue Jays	250,000	0	0	125,000	125,000	125,000	0%
Subtotal	367,440	1,210,425	1,210,425	1,335,425	1,335,425	125,000	10%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	0	0	0	0	0	0	0%
Other Miscellaneous	16	5,000	5,000	0	0	(5,000)	0%
Subtotal	16	5,000	5,000	0	0	(5,000)	-100%
<b>TOTAL STADIUM FUND REVENUES</b>	<b>367,456</b>	<b>1,215,425</b>	<b>1,232,935</b>	<b>1,335,425</b>	<b>1,335,425</b>	<b>102,490</b>	<b>8%</b>
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Marketing Operations	20,684	13,092	13,092	13,050	13,050	(42)	0%
Stadium Operations	39,725	37,595	37,595	91,284	91,284	53,689	143%
General projects	755	0	0	0	0	0	0%
Stadium Maintenance	13,321	5,400	5,400	5,400	5,400	0	0%
Subtotal	74,485	56,087	56,087	109,734	109,734	53,647	96%
<b>TRANSFER SERVICE PAYMENTS</b>							
Transfer to General Fund	25,461	62,151	79,661	128,504	128,504	48,843	61%
Transfer Service Payment	0	1,097,187	1,097,187	1,097,187	1,097,187	0	0%
Transfer to Stadium Capital	250,000	0	0	0	0	0	0%
Subtotal	275,461	1,159,338	1,176,848	1,225,691	1,225,691	48,843	4%
Operating Subtotal	349,946	1,215,425	1,232,935	1,335,425	1,335,425	102,490	8%
beginning Cash Reserves	17,510	0	0	0	0	0	0%
<b>TOTAL STADIUM FUND EXPENSES</b>	<b>367,456</b>	<b>1,215,425</b>	<b>1,232,935</b>	<b>1,335,425</b>	<b>1,335,425</b>	<b>102,490</b>	<b>8%</b>

DUNEDIN CITY COUNCIL



DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 2001/02	BUDGET 2002/03	REVISED 2002/03	PROPOSED 2003/04	ADOPTED 2003/04	PERCENT INC/DECR ADJUSTED FY2002/03
Salaries	0	0	0	0	0	0%
Benefits	360	0	0	0	0	0%
Operating Expenses	70,061	56,087	56,087	109,734	109,734	96%
Operating Capital/Debt Service	29,524	0	0	0	0	0%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>99,945</b>	<b>56,087</b>	<b>56,087</b>	<b>109,734</b>	<b>109,734</b>	<b>96%</b>

Budget Detail on Page 191

#### BUDGET HIGHLIGHTS

The FY 2003/04 budget reflects the second year of operations under the new contract. The ball club is responsible for most of the maintenance and operations of the facility. Operating expenses budgeted relate to the off-site parking concession and minimal monthly maintenance required under the new agreement. The large percentage increase is due to a 300 plus percent increase in property insurance.

#### PROGRESS MADE TOWARD FY 02/03 GOALS AND OBJECTIVES

1. Oktoberfest was put on through an agreement with a private concessionaire/event promoter. Attendance was lower than past years, possibly due to missing a year during construction. The promoter lost money, but the City suffered no financial loss.
2. Off site parking was staffed by a paid volunteer group and City staff supervision. Revenues were in accordance with game attendance, which was not high.
3. The Stadium Naming Rights Task Force was appointed by the City Commission and the Task Force implemented a marketing program, which continues, to find a naming rights buyer for the stadium.

#### FY 2003/04 GOALS AND OBJECTIVES

1. Secure a naming rights buyer for the stadium.
2. Explore additional public uses for the stadium such as the 2003 fireworks and music show.



**DUNEDIN STADIUM FUND SUMMARY**

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2002/03 will come from ticket sales, and parking concessions during the Toronto Blue Jays Spring Training.

This will be the first year under the new fifteen-year agreement.



**DUNEDIN STADIUM FUND REVENUE & EXPENDITURE SUMMARY**

	FY00/01 ACTUAL	FY2001/02 BUDGET	REVISED	PROPOSED	ADOPTED	VARIANCE	PERCENT
			FY2001/02	FY2002/03	FY2002/03	ADOPTED	(INCR. / DECR.)
			BUDGET	BUDGET	BUDGET	OVER (UND.) REVISED	
<b><u>DUNEDIN STADIUM FUND</u></b>							
Beginning Cash Reserves	0	0	0	0	0	0	0%
<b>Subtotal</b>	0	0	0	0	0	0	0%
						0	
<b>DUNEDIN STADIUM FUND REVENUES</b>						0	
Concession/Novelties	0	0	0	0	0	0	0%
Revenue-Blue Jays Ticket Sales	89,611	80,000	80,000	82,238	82,238	2,238	3%
Parking Concession	23,223	39,000	39,000	21,000	21,000	(18,000)	-46%
Stadium Gen. Projects	93,171	110,000	110,000	10,000	10,000	(100,000)	-91%
Advance from General Fund	0	10,525	10,525	0	0	(10,525)	0%
<b>Subtotal</b>	206,005	239,525	239,525	113,238	113,238	(126,287)	-53%
<b>MISCELLANEOUS REVENUES</b>							
Interest Earned	0	0	0	0	0	0	0%
Loss on Investment	0	0	0	0	0	0	0%
Other Miscellaneous	4,482	5,000	5,000	5,000	5,000	0	0%
<b>Subtotal</b>	4,482	5,000	5,000	5,000	5,000	0	0%
<b>TOTAL STADIUM FUND REVENUES</b>	210,487	244,525	244,525	118,238	118,238	(126,287)	-52%
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>							
Parking Operations	14,794	27,302	27,302	13,092	13,092	(14,210)	-52%
Concession/novelties	16,512	26,123	26,123	37,595	37,595	11,472	44%
General projects	86,854	80,494	80,494	0	0	(80,494)	-100%
Stadium Maintenance	15,834	23,656	23,656	5,400	5,400	(18,256)	-77%
<b>Subtotal</b>	133,994	157,575	157,575	56,087	56,087	(101,488)	-64%
<b>DEBT SERVICE PAYMENTS</b>							
Transfer to General Fund	90,794	86,950	86,950	62,151	62,151	(24,799)	-29%
<b>Subtotal</b>	90,794	86,950	86,950	62,151	62,151	(24,799)	-29%
<b>Operating Subtotal</b>	224,788	244,525	244,525	118,238	118,238	(126,287)	-52%
Ending Cash Reserves	0	0	0	0	0	0	0%
<b>TOTAL STADIUM FUND EXPENSES</b>	224,788	244,525	244,525	118,238	118,238	(126,287)	-52%

MAJOR CLASSIFICATION:	ACTUAL 00/01	BUDGET 2001/02	REVISED 2001/02	PROPOSED 2002/03	ADOPTED 2002/03	PERCENT INC/DECR ADJUSTED FY2001/02
Salaries	7,582	24,000	24,000	0	0	-100%
Benefits	1,668	3,297	3,297	0	0	-100%
Operating Expenses	124,744	130,278	130,278	56,087	56,087	-57%
Operating Capital/Debt Service	90,794	86,950	86,950	0	0	-100%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>224,788</b>	<b>244,525</b>	<b>244,525</b>	<b>56,087</b>	<b>56,087</b>	<b>-77%</b>
<b>Budget Detail on Page 184</b>						

**BUDGET HIGHLIGHTS**

The FY 2002/03 budget reflects operation under the new contract with the Blue Jays, under which the ball club is responsible for most of the maintenance and operation of the facility. Operating expenses budgeted relate to the off-site parking concession and minimal monthly maintenance required of the City under the new agreement.

**PROGRESS MADE TOWARD FY 01/02 GOALS AND OBJECTIVES**

1. The entire parking concession was operated by a volunteer group, which was compensated on a per-game basis and supervised by a Recreation staff member whose facility (Senior Center) is typically closed during spring training games.
2. Oktoberfest was cancelled due to construction at the stadium. Arrangements are in place to offer the event in 2002 in a partnership with the Blue Jays and at a greatly-reduced City staff level.

**FY 2002/03 GOALS AND OBJECTIVES**

1. Implement and assess the Oktoberfest arrangement with Blue Jays and City volunteer organizations.
2. Maximize revenues from remaining available (off-site) parking under new contract.
3. Implement marketing program to secure a naming rights sponsor for the stadium.



DUNEDIN STADIUM FUND SUMMARY

The Dunedin Stadium Fund was established in FY 89/90 as a mechanism to accurately monitor the revenues, expenses and debt service payments associated with Dunedin Stadium expansion and operations.

The primary source of income for FY 2001/02 will come from ticket sales, parking concessions during the Toronto Blue Jays Spring Training, special events, rentals and leases run in the stadium during the non-baseball season and vending during special events not held in the stadium.

The stadium serves as a food vendor at four (4) off-site special events: Art Harvest, Highland Games, Mardi Gras, and Spring Antiques Fair. The Fourth of July Celebration is coordinated in conjunction with the CRA as an annual event for the citizens of Dunedin.



## ANNUAL BUDGET 2001/2002



## DUNEDIN STADIUM FUND REVENUE &amp; EXPENDITURE SUMMARY

	FY99/00 ACTUAL	FY00/01 BUDGET	REVISED	PROPOSED	ADOPTED	VARIANCE		
			FY00/01 BUDGET	FY2001/02 BUDGET	FY2001/02 BUDGET	PROPOSED OVER (UND.) REVISED	PERCENT (INCR. / DECR.)	
<u>DUNEDIN STADIUM FUND</u>								
Beginning Cash Reserves	78,408	42,896	42,896	0	0	(42,896)	0%	
Subtotal	78,408	42,896	42,896	0	0	0	0%	
<b>DUNEDIN STADIUM FUND REVENUES</b>						(42,896)	0%	
Concession/Novelties	764	0	0	0	0	0	0%	
Revenue-Blue Jays Ticket Sales	76,763	67,000	67,000	80,000	0	0	0%	
Parking Concession	39,837	30,125	30,125	39,000	0	13,000	19%	
Stadium Gen. Projects	110,781	120,000	120,000	110,000	0	8,875	29%	
Advance from General Fund	0	19,210	19,210	0	0	(10,000)	-8%	
Subtotal	306,553	236,335	236,335	229,000	0	(19,210)	0%	
<b>MISCELLANEOUS REVENUES</b>						(7,335)	-3%	
Interest Earned	50	0	0	0	0	0	0%	
Loss on Investment	0	0	0	0	0	0	0%	
Other Miscellaneous	0	1,200	1,200	5,000	0	0	0%	
Subtotal	50	1,200	1,200	5,000	0	3,800	0%	
<b>TOTAL STADIUM FUND REVENUES</b>	385,011	280,431	280,431	234,000	0	3,800	317%	
						(46,431)	-17%	
<b>DUNEDIN STADIUM FUND EXPENDITURES</b>								
Parking Operations	23,937	23,191	23,191	27,302	0	4,111	18%	
Concession/novelties	39,247	26,667	26,667	26,123	0	(544)	-2%	
General projects	111,357	92,056	92,056	80,494	0	(11,562)	-13%	
Stadium Maintenance	11,723	50,217	50,217	23,656	0	(26,561)	-53%	
Subtotal	186,264	192,131	192,131	157,575	0	(34,556)	-18%	
<b>DEBT SERVICE PAYMENTS</b>								
Accrued Interest -General Fund Loan	107,568	88,300	88,300	86,950	0	(1,350)	-2%	
Subtotal	107,568	88,300	88,300	86,950	0	(1,350)	-2%	
Operating Subtotal	293,832	280,431	280,431	244,525	0	(35,906)	-13%	
Ending Cash Reserves	12,771	0	0	(10,525)	0	(10,525)	0%	
<b>TOTAL STADIUM FUND EXPENSES</b>	306,603	280,431	280,431	234,000	0	(46,431)	-17%	



DEPT: LEISURE SERVICES

DIVISION: STADIUM

FUND: STADIUM

MAJOR CLASSIFICATION:	ACTUAL 99/00	BUDGET 00/01	REVISED 00/01	PROPOSED 2001/02	ADOPTED 2001/02	PERCENT INC/DECR ADJUSTED 00/01
Salaries	61,155	45,610	45,610	24,000	0	-47%
Benefits	6,102	5,581	5,581	3,297	0	-41%
Operating Expenses	119,009	140,940	140,940	130,278	0	-8%
Operating Capital/Debt Service	107,568	88,300	88,300	86,950	0	-2%
<b>TOTAL MAJOR CLASSIFICATION</b>	<b>293,834</b>	<b>280,431</b>	<b>280,431</b>	<b>244,525</b>	<b>0</b>	<b>-13%</b>

FY 2001/02 BUDGET HIGHLIGHTS

FY 2001/02 reduced budget reflects construction at the stadium which will limit revenue opportunities during the fiscal year. Expenditures to maintain spring training parking operations are included, but could be reduced if the new Blue Jay contract takes effect during the fiscal year.

PROGRESS MADE TOWARD FY 00/01 GOALS AND OBJECTIVES

The new Blue Jay agreement, pending construction, and the elimination of the stadium operation and associated staff curtailed much activity in the second half of FY 2000/01. Oktoberfest was held, and the annual Marketfest as well. Spring training parking was conducted using regular Leisure Department staff.

FY 2001/02 GOALS AND OBJECTIVES

Develop new system for conducting parking operation, either through a contractual arrangement or with supervised community group.

Partner with Blue Jays concessionaire to offer Oktoberfest with lessened impact on Leisure Services staff.



FY 2001/02 Proposed Budget

Dept./Di 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT.#	DESCRIPTION	FY99/00 ACTUAL	ORIGINAL	FY00/01	PROPOSED	VARIANCE	PERCENT DIFF.
			FY00/01 BUDGET	REVISED BUDGET	FY01/02 REVISED	PROPOSED OVER ADJUSTED	
	<b>SALARIES</b>						
1201	Regular	60,728	0	0	0	0	0%
1301	Other (Temporary)	0	39,310	39,310	20,000	(19,310)	-49%
1401	Overtime	427	360	360	1,000	640	178%
1901	Allocated Labor	0	5,940	5,940	3,000	(2,940)	-49%
	<b>SALARIES TOTAL</b>	<b>61,155</b>	<b>45,610</b>	<b>45,610</b>	<b>24,000</b>	<b>(21,610)</b>	<b>-47%</b>
	<b>BENEFITS</b>						
2100	FICA	4,653	3,489	3,489	1,837	(1,652)	-47%
2201	Retirement	522	1,119	1,119	1,100	(19)	-2%
2310	Life/Health Insurance	0	0	0	0	0	0%
2480	Workers Compensation	927	973	973	360	(613)	-63%
	<b>BENEFITS TOTAL</b>	<b>6,102</b>	<b>5,581</b>	<b>5,581</b>	<b>3,297</b>	<b>(2,284)</b>	<b>-41%</b>
	<b>OPERATING EXPENSES</b>						
3110	Professional Services	1,055	300	300	0	(300)	-100%
3405	Other Contractual Service	38,896	13,400	13,400	38,400	25,000	187%
3481	Building Maintenance Contracts	0	8,627	8,627	8,627	0	0%
4010	Training & Education	112	291	291	0	(291)	-100%
4110	Telephones	5,544	0	0	4,500	4,500	0%
4120	Radios	0	0	0	0	0	0%
4130	Postage	398	125	125	300	175	140%
4310	Electricity	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0%
4410	Rentals & Leases	2,929	5,425	5,425	2,925	(2,500)	-46%
4420	Rentals & Leases - Building	2,410	0	0	2,500	2,500	0%
4580	Insurance	18,603	18,064	18,064	21,526	3,462	0%
4610	Repair & Maintenance Services	10,399	35,842	35,842	16,000	(19,842)	-55%
4710	Printing & Binding	32	1,000	1,000	1,000	0	0%
4810	Promotional	2,209	0	0	2,000	2,000	0%
5110	Office Supplies	0	0	0	0	0	0%
5210	Operating Supplies	36,342	57,866	57,866	32,500	(25,366)	-44%
4680	Custodial Services	0	0	0	0	0	0%
5230	Uncapitalized Equipment	1,080	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0%
	<b>OPERATING EXPENSES TOTAL</b>	<b>119,009</b>	<b>140,940</b>	<b>140,940</b>	<b>130,278</b>	<b>(10,662)</b>	<b>-8%</b>
	<b>CAPITAL OUTLAYS</b>						
6210	Capital Building Projects	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0%
	<b>CAPITAL OUTLAYS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
	<b>DEBT SERVICE</b>						
7260	Interest Gen. Fund	107,568	88,300	88,300	86,950	(1,350)	-2%
	<b>DEBT SERVICE TOTAL</b>	<b>107,568</b>	<b>88,300</b>	<b>88,300</b>	<b>86,950</b>	<b>(1,350)</b>	<b>-2%</b>
	<b>TOTAL BUDGET</b>	<b>293,834</b>	<b>280,431</b>	<b>280,431</b>	<b>244,525</b>	<b>(35,906)</b>	<b>-13%</b>



FY 2001/02 Proposed Budget

. /Di 4801, 4845, 4846, 4847, - Dunedin Stadium

ADOPTED

ACCT. #	DESCRIPTION	ADOPTED					TOTAL	VARIANCE	PERCENT DIFF.
		FY00/01	FY01/02	FY01/02	FY01/02	FY01/02			
		TOTAL	4801	4845	4846	4847			
<b>SALARIES</b>									
1201	Regular	0	0	0	0	0	0	0	0%
1301	Other (Temporary)	39,310	10,000	0	10,000	0	20,000	(19,310)	-49%
1401	Overtime	360	0	0	1,000	0	1,000	640	178%
1901	Allocated Labor	5,940	3,000	0	0	0	3,000	(2,940)	-49%
	<b>SALARIES TOTAL</b>	<b>45,610</b>	<b>13,000</b>	<b>0</b>	<b>11,000</b>	<b>0</b>	<b>24,000</b>	<b>(21,610)</b>	<b>-47%</b>
<b>BENEFITS</b>									
2100	FICA	3,489	995	0	842	0	1,837	(1,652)	-47%
2201	Retirement	1,119	0	0	1,100	0	1,100	(19)	-2%
2310	Life/Health Insurance	0	0	0	0	0	0	0	0%
2480	Workers Compensation	973	149	0	211	0	360	(613)	2%
	<b>BENEFITS TOTAL</b>	<b>5,581</b>	<b>1,144</b>	<b>0</b>	<b>2,153</b>	<b>0</b>	<b>3,297</b>	<b>(2,284)</b>	<b>-41%</b>
<b>OPERATING EXPENSES</b>									
3110	Professional Services	300	0	0	0	0	0	(300)	0%
3405	Other Contractual Service	13,400	8,400	0	30,000	0	38,400	25,000	187%
3481	Building Maintenance Contracts	8,627	0	0	0	8,627	8,627	0	0%
4010	Training & Education	291	0	0	0	0	0	(291)	-100%
4110	Telephones	0	4,200	300	0	0	4,500	4,500	0%
4120	Radios	0	0	0	0	0	0	0	0%
4130	Postage	125	0	0	300	0	300	175	140%
4310	Electricity	0	0	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0	0	0%
4410	Rentals & Leases	5,425	0	0	2,925	0	2,925	(2,500)	-46%
4420	Rental & Leases - Building	0	0	2,500	0	0	2,500	2,500	0%
4580	Insurance	18,064	58	21,323	116	29	21,526	3,462	19%
4610	Repair & Maintenance Services	35,842	0	0	1,000	15,000	16,000	(19,842)	-55%
4710	Printing & Binding	1,000	0	0	1,000	0	1,000	0	0%
4810	Promotional	0	0	0	2,000	0	2,000	2,000	0%
5110	Office Supplies	0	0	0	0	0	0	0	0%
5210	Operating Supplies	57,866	500	2,000	30,000	0	32,500	(25,366)	-44%
4680	Custodial Services	0	0	0	0	0	0	0	0%
5230	Uncapitalized Equipment	0	0	0	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0	0	0%
	<b>OPERATING EXPENSES TOTAL</b>	<b>140,940</b>	<b>13,158</b>	<b>26,123</b>	<b>67,341</b>	<b>23,656</b>	<b>130,278</b>	<b>(10,662)</b>	<b>-8%</b>
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	0	0	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0	0	0%
	<b>CAPITAL OUTLAYS TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	88,300	86,950	0	0	0	86,950	(1,350)	-2%
	<b>DEBT SERVICE TOTAL</b>	<b>88,300</b>	<b>86,950</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>86,950</b>	<b>(1,350)</b>	<b>-2%</b>
	<b>TOTAL BUDGET</b>	<b>280,431</b>	<b>114,252</b>	<b>26,123</b>	<b>80,494</b>	<b>23,656</b>	<b>244,525</b>	<b>(35,906)</b>	<b>-13%</b>



**CITY OF DUNEDIN  
FY2000/01 OPERATING BUDGET**

**DEPT: LEISURE SERVICES**

**DIVISION: STADIUM**

**FUND: STADIUM**

<b>MAJOR CLASSIFICATION:</b>	<b>ACTUAL 98/99</b>	<b>BUDGET 99/00</b>	<b>REVISED 99/00</b>	<b>PROPOSED 2000/01</b>	<b>ADOPTED 00/01</b>	<b>PERCENT INC/DECR ADJUSTED 99/00</b>
Salaries	42,040	43,725	43,725	45,610		4%
Benefits	5,179	5,348	5,348	5,581		4%
Operating Expenses	131,099	127,315	127,315	140,940		11%
Operating Capital/Debt Service	129,120	81,550	81,550	88,300		8%
<b>TOTAL MAJOR CLASSIFICAT</b>	<b>307,438</b>	<b>257,938</b>	<b>257,938</b>	<b>280,431</b>		<b>9%</b>

(Budget Detail on Page - H42 )

**FY 2000/01 BUDGET HIGHLIGHTS**

Provide community-wide revenue-producing special events at Dunedin Stadium at Grant Field for people of all ages, enhance stadium revenue through vending at other City-Wide special events, provide support for specific recreation special events and monitor/coordinate rentals, leases and contracts at the stadium.

**PROGRESS MADE TOWARD FY 99/00 GOALS AND OBJECTIVES**

The primary source of income for FY 99/00 came from ticket sales, parking concessions during the Toronto Blue Jays Spring Training, special events, rentals and leases run in the stadium during the non-baseball season and vending during special events not held in the stadium.

Parking - Parking concessions in FY99/00 decreased over previous years due to a decrease in the number of games played by the Toronto Blue Jays during Spring Training.

Kept two rows of parking open for Library patrons during each game.

Stadium Special Events - coordinated six (6) events "Oktoberfest", "Oldies Concert", etc. held in the Stadium.

There were also two (2) rentals of the Stadium and playing field.

Hosted the Millennium Torch Run & Centennial Birthday Party for School age children.

Non-Stadium Events/Vending - The Stadium staff served as a food vendor at nine (9) off-site special events: Art Harvest, Highland Games, Mardi Gras, Fall & Spring Antiques Fair, "Celebrate Fitness", Men's Senior Baseball, etc.

The Fourth of July Celebration is coordinated in conjunction with Community Services as an annual event for the citizens of Dunedin.

**FY 2000/01 GOALS AND OBJECTIVES**

Increase fees for season parking. Look for ways to eliminate staff parking at the main parking lot to increase parking revenues.  
Continue to provide parking for Library patrons during each game.  
Cut costs and increase revenues in the Special Events

**CITY OF DUNEDIN**  
**FY 2000/01 OPERATING BUDGET**

FY 00/01  
Dept./Div.: 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT.#	DESCRIPTION	FY98/99 ACTUAL	ORIGINAL FY99/00 BUDGET	FY99/00 REVISED BUDGET	FY99/00 ESTIMATED	PROPOSED FY2000/01 REVISED	VARIANCE PROPOSED OVER ADJUSTED	PERCENT DIFF.
<b>SALARIES</b>								
1201	Regular	0	0	0	0	0	0	0%
1301	Other (Temporary)	35,750	37,425	37,425	37,425	39,310	1,885	5%
1401	Overtime	350	360	360	360	360	0	0%
1901	Allocated Labor	5,940	5,940	5,940	5,940	5,940	0	0%
<b>SALARIES TOTAL</b>		<b>42,040</b>	<b>43,725</b>	<b>43,725</b>	<b>43,725</b>	<b>45,610</b>	<b>1,885</b>	<b>4%</b>
<b>BENEFITS</b>								
2100	FICA	3,217	3,345	3,345	3,345	3,489	144	4%
2201	Retirement	1,035	1,076	1,076	1,076	1,119	43	4%
2310	Life/Health Insurance	0	0	0	0	0	0	0%
2480	Workers Compensation	927	927	927	927	973	46	5%
<b>BENEFITS TOTAL</b>		<b>5,179</b>	<b>5,348</b>	<b>5,348</b>	<b>5,348</b>	<b>5,581</b>	<b>233</b>	<b>4%</b>
<b>OPERATING EXPENSES</b>								
3110	Professional Services	300	300	300	300	300	0	0%
3405	Other Contractual Service	13,400	13,400	13,400	13,400	13,400	0	0%
3481	Building Maintenance Contracts	7,735	0	0	0	8,627	8,627	#DIV/0!
4010	Training & Education	250	260	260	260	291	31	12%
4110	Telephones	2,500	0	0	0	0	0	#DIV/0!
4120	Radios	0	0	0	0	0	0	0%
4130	Postage	125	125	125	125	125	0	0%
4310	Electricity	0	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0	0%
4410	Rentals & Leases	5,300	5,300	5,300	5,300	5,425	125	2%
4580	Insurance	14,289	17,205	17,205	17,205	18,064	859	0%
4610	Repair & Maintenance Services	33,000	34,345	34,345	34,345	35,842	1,497	4%
4710	Printing & Binding	1,000	1,000	1,000	1,000	1,000	0	0%
5110	Office Supplies	0	0	0	0	0	0	0%
5210	Operating Supplies	53,200	55,380	55,380	55,380	57,866	2,486	4%
4680	Custodial Services	0	0	0	0	0	0	0%
5230	Uncapitalized Equipment	0	0	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>131,099</b>	<b>127,315</b>	<b>127,315</b>	<b>127,315</b>	<b>140,940</b>	<b>13,625</b>	<b>11%</b>
<b>CAPITAL OUTLAYS</b>								
6210	Capital Building Projects	0	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>DEBT SERVICE</b>								
7260	Interest Gen. Fund	129,120	81,550	81,550	81,550	88,300	6,750	8%
<b>DEBT SERVICE TOTAL</b>		<b>129,120</b>	<b>81,550</b>	<b>81,550</b>	<b>81,550</b>	<b>88,300</b>	<b>6,750</b>	<b>8%</b>
<b>TOTAL BUDGET</b>		<b>307,438</b>	<b>257,938</b>	<b>257,938</b>	<b>257,938</b>	<b>280,431</b>	<b>22,493</b>	<b>9%</b>

**CITY OF DUNEDIN**  
**FY 00/01 OPERATING BUDGET**

FY 00/01

Dept./Div.: 4801, 4845, 4846, 4847, - Dunedin Stadium Summary

ACCT.#	DESCRIPTION	ADOPTED					FY00/01 TOTAL	VARIANCE	PERCENT DIFF.
		FY99/00 TOTAL	FY00/01 4801	FY00/01 4845	FY00/01 4846	FY00/01 4847			
<b>SALARIES</b>									
1201	Regular	0	0	0	0	0	0	0	0%
1301	Other (Temporary)	37,425	9,960	6,600	19,900	2,850	39,310	1,885	5%
1401	Overtime	360	0	0	360	0	360	0	0%
1901	Allocated Labor	5,940	3,000	0	0	2,940	5,940	0	0%
<b>SALARIES TOTAL</b>		<b>43,725</b>	<b>12,960</b>	<b>6,600</b>	<b>20,260</b>	<b>5,790</b>	<b>45,610</b>	<b>1,885</b>	<b>4%</b>
<b>BENEFITS</b>									
2100	FICA	3,345	991	505	1,550	443	3,489	144	4%
2201	Retirement	1,076	0	0	1,119	0	1,119	43	4%
2310	Life/Health Insurance	0	0	0	0	0	0	0	0%
2490	Workers Compensation	927	11	600	202	180	973	46	2%
<b>BENEFITS TOTAL</b>		<b>5,348</b>	<b>1,002</b>	<b>1,105</b>	<b>2,871</b>	<b>603</b>	<b>5,581</b>	<b>233</b>	<b>4%</b>
<b>OPERATING EXPENSES</b>									
3110	Professional Services	300	150	0	0	150	300	0	0%
3405	Other Contractual Service	13,400	8,400	0	5,000	0	13,400	0	0%
3481	Building Maintenance Contracts	0	0	0	0	8,627	8,627	8,627	#DIV/0!
4010	Training & Education	260	0	56	235	0	291	31	12%
4110	Telephones	0	0	0	0	0	0	0	0%
4120	Radios	0	0	0	0	0	0	0	0%
4130	Postage	125	0	0	125	0	125	0	0%
4310	Electricity	0	0	0	0	0	0	0	0%
4330	Utilities	0	0	0	0	0	0	0	0%
4410	Rentals & Leases	5,300	0	2,500	2,925	0	5,425	125	2%
4580	Insurance	17,205	126	11,706	6,232	0	18,064	859	5%
4610	Repair & Maintenance Services	34,345	0	2,090	1,000	32,752	35,842	1,497	4%
4710	Printing & Binding	1,000	0	0	1,000	0	1,000	0	0%
5110	Office Supplies	0	0	0	0	0	0	0	0%
5210	Operating Supplies	55,380	553	2,810	52,408	2,295	57,866	2,486	4%
4680	Custodial Services	0	0	0	0	0	0	0	0%
5230	Uncapitalized Equipment	0	0	0	0	0	0	0	0%
5410	Books/Pubs/Subscrip/Members	0	0	0	0	0	0	0	0%
<b>OPERATING EXPENSES TOTAL</b>		<b>127,315</b>	<b>9,229</b>	<b>18,982</b>	<b>68,925</b>	<b>43,824</b>	<b>140,940</b>	<b>13,625</b>	<b>11%</b>
<b>CAPITAL OUTLAYS</b>									
6210	Capital Building Projects	0	0	0	0	0	0	0	0%
6410	Office Equipment	0	0	0	0	0	0	0	0%
6470	Other Equipment	0	0	0	0	0	0	0	0%
<b>CAPITAL OUTLAYS TOTAL</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>DEBT SERVICE</b>									
7260	Interest Gen. Fund	81,550	88,300	0	0	0	88,300	6,750	8%
<b>DEBT SERVICE TOTAL</b>		<b>81,550</b>	<b>88,300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>88,300</b>	<b>6,750</b>	<b>8%</b>
<b>TOTAL BUDGET</b>		<b>257,938</b>	<b>111,491</b>	<b>26,667</b>	<b>92,056</b>	<b>50,217</b>	<b>280,431</b>	<b>22,493</b>	<b>9%</b>

**Documentation of Average Attendance in Excess of 50,000**

## Historic Paid Attendance Toronto Blue Jays Spring Training in Dunedin

Source: [floridagrapefruitleague.com/home/teams/bluejays/](http://floridagrapefruitleague.com/home/teams/bluejays/)

<u>Year</u>	<u>Attendance</u>	<u>Average Attendance</u>
2006	53,930	
2007	62,592	
2008	64,444	
2009	68,674	
2010	52,550	
2011	68,195	
2012	76,008	
2013	78,509	
2014	67,900	
2015	69,101	
2016	72,661	
2017	78,738	
2018	71,892	
<b>Total:</b>	<b>885,194</b>	<b>68,092</b>

Note: The Florida Grapefruit League site's historic attendance figures cover 2006 through 2017. 2018 figures were provided by the Blue Jays.

Average attendance each year and in total has exceeded the 50,000 required for certification.

**Documentation That the Facility Is In a County That Levies A  
Tourist Development Tax**

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# Pinellas County Tourist Development Tax Code

**Sec. 118-31. – Levied; collection and remittance; duties of county tax collector; enforcement.**

(a) There is hereby levied and imposed and set a tourist development tax throughout the county at a rate of six percent of each whole and major fraction of each dollar of the total rental charged every person who rents, leases, or lets for consideration and living quarters or accommodations in any hotel, apartment hotel, motel, resort hotel, apartment, apartment motel,



roominghouse, tourist or trailer camp, mobile home park, recreational vehicle park, timeshare accommodation, or condominium for a term of six months or less. When receipt of consideration is by way of property other than money, the tax shall be levied and imposed on the fair market value of such nonmonetary considerations. The six percent tourist development tax levied herein shall be used for the following purposes:

(1) The levy and the imposition of the first and second percent commenced on the first day of the month following referendum approval in 1978, pursuant to Ordinance No. 78-20. The first percent is pledged to the payment of debt service on bonds issued to finance the construction, reconstruction or renovation of Tropicana Field, a professional sports franchise facility; however, as provided in subsection (3) herein, the fourth percent has been committed to the payment of Tropicana Field debt, and those sums replace the first percent on a monthly basis when received. The first and second percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(2) The levy of the third percent commenced on July 1, 1988, pursuant to Ordinance No. 88-14. The first 50 percent of the third percent is pledged to the payment of debt service on bonds issued to finance the construction, reconstruction or renovation of Tropicana Field, a professional sport franchise facility; however, as provided in subsection (3) herein, the fourth percent has been committed to the payment of Tropicana Field debt, and those sums replace the first 50 percent of the third percent on a monthly



basis when received. The third percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(3) The levy and imposition of the fourth percent commenced on January 1, 1996, and expires on September 30, 2015, pursuant to Ordinance No. 95-35. The fourth percent is committed to the payment of debt service on bonds issued to finance the construction, reconstruction or renovation of Tropicana Field, a professional sports franchise facility, or payment of indebtedness issued to refund obligations issued for such purposes. The expiration date of September 30, 2015, for the levy of the fourth percent as provided in Section 3 of Ordinance No. 95-35 is hereby repealed, and the levy of the fourth percent is extended, reenacted and reestablished effective October 1, 2015, through September 30, 2021, inclusive, at which time the fourth percent levy shall expire and be of no further force and effect. The revised expiration date of September 30, 2021, for the levy of the fourth percent as previously extended in Ordinance No. 10-67, is hereby repealed, and the levy of the fourth percent is extended, reenacted, and reestablished until such time, if any, as repealed. The fourth percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(4) The levy and imposition of the fifth percent commenced on December 1, 2005, pursuant to Ordinance No. 05-47. The fifth percent shall be utilized as provided in the tourist development plan set out in section 118-32.

(5) The sixth percent shall commence on January 1, 2016, and shall be used in accordance with F.S. § 125.0104(5), unless its use is specifically further limited by the tourist development plan.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to F.S. ch. 212 and in addition to all other taxes, fees and considerations for rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental; and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

(d) Initial collection of the tourist development tax shall be made in the same manner as the tax imposed under F.S. ch. 212, pt. I (F.S. § 212.01 et seq.). The person receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the county tax collector, who shall keep appropriate records of such funds. The same duties and privileges imposed by F.S. ch. 212 upon dealers in tangible property respecting the collection and remission of tax, and making of returns, the keeping of books, records and accounts, the payment of a dealer's credit in compliance with the rules of the county tax collector in the administration of such chapter shall apply to and be binding upon all persons who are subject to the provisions of this article; provided, however, that the tax collector may authorize a quarterly return and payment when the tax remitted by the person receiving the consideration for such rental or lease for the preceding quarter did not

exceed \$500.00. Registered and enrolled taxpayers may file returns and pay amounts due electronically for the Tourist Development Taxes and fees. Florida Statutes §§ 213.755 and 443.163 require certain taxpayers to file and/or pay tax electronically.

(e) The county tax collector may promulgate rules, and prescribe and publish the forms necessary to effectuate this article.

(f) The county tax collector shall perform the enforcement and audit functions associated with the collection and remission of the tourist development tax, including, without limitation, the following:

(1) For the purpose of enforcing the collection of the tax levied by this article, the county tax collector is hereby specifically authorized and empowered to examine at all reasonable hours the books, records, and other documents of all persons taxable under this article, or other persons charged with the duty to report or pay a tax under this article, in order to determine whether they are collecting the tax or otherwise complying with this article. In the event such person refuses to permit such examination of its books, records, or other documents by the tax collector as aforesaid, such person is guilty of a misdemeanor of violating the provisions of this article and shall be subject to the penalties provided for in section 1-8. The tax collector shall have the right to proceed in circuit court to seek a mandatory injunction or other appropriate remedy to enforce its rights against the offender, as granted by this section, to require an examination of the books and records of such dealer.

^

## **Documentation of Franchise Tenure in the State**

## **Toronto Blue Jays Spring Training Tenure in Florida**

The following page was printed from the Florida Grapefruit League website and indicates that the Blue Jays have conducted Spring Training operations in Dunedin since 1977.

will mark the Blue Jays 42nd Spring Training at this location.

**Parking:** Reserved parking for season ticket holders only. Neighborhood parking varies in price.

**Dimensions:** 335 feet down left field foul line, 327 feet to right and 400 feet to center.

**Seating Capacity:** 5,510

Practices in February at the Mattick Training Center at Englebert Complex, 1700 Solon Ave., Dunedin, at 9 a.m. daily; in March at Florida Auto Exchange Stadium, 373 Douglas Ave., Dunedin.

Click [here](#)

([http://flsportsgfl.imarcsgroup.com/vendorimages/flsportsgfl/StadiumDiagram\\_Jays.gif](http://flsportsgfl.imarcsgroup.com/vendorimages/flsportsgfl/StadiumDiagram_Jays.gif)) for a Florida Auto Exchange Stadium Seating Diagram

Florida Auto Exchange Stadium is also the home of the [Dunedin Blue Jays](#), Florida State League Class A Team (<http://web.minorleaguebaseball.com/index.jsp?sid=t424>)

## Directions to Dunedin Stadium

Find in Google Maps (<https://maps.google.com/maps?q=373+Douglas+Avenue+Dunedin,+FL+34698&hl=en&sl=28.336172,-81.556772&sspn=0.01>)

Take U.S. 19 to Sunset Point, west on Sunset to Douglas Avenue; north on Douglas to Florida Auto Exchange Stadium; park is on the southeast corner of Douglas and Beltrees.

### Traffic and Road Construction Information from the Florida Department of Transportation

Learn about important traffic and roadway conditions by visiting [www.FL511.com](http://www.FL511.com) (<http://www.FL511.com>). This service reports travel times, road construction, lane closures and more on major Florida roadways.

## Toronto Blue Jays Spring Training History

1977-2018 Dunedin (Dunedin Stadium)

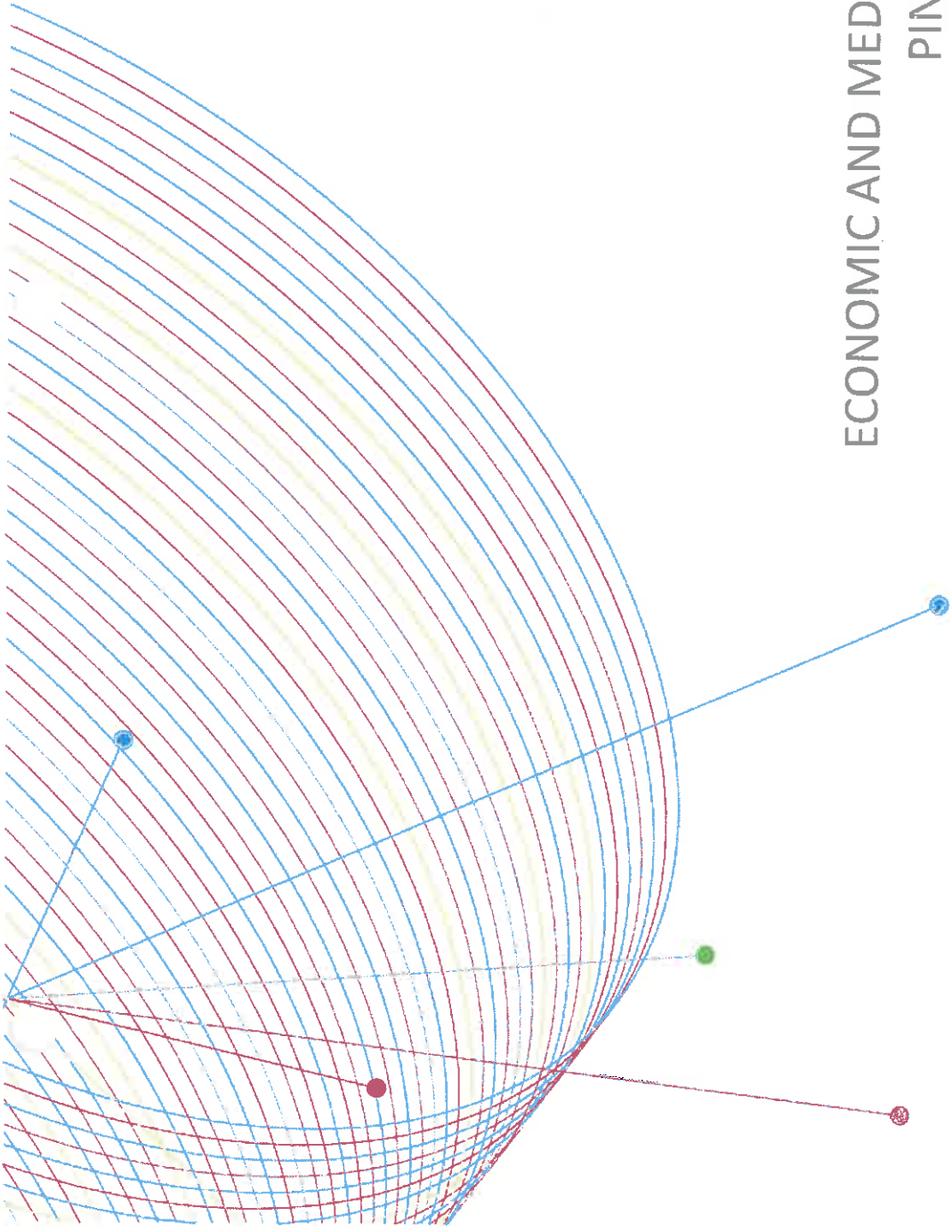
## Blue Jays Spring Training Attendance (2006-17)

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>Total Attendance</b>	53,930	62,592	64,444	68,674	52,550	68,195	76,008	78,509	67,900	69,101	72,661	78,739
<b>Number of Games</b>	15	15	14	16	11	15	16	16	14	14	14	16



## **Economic Impact Study**





# ECONOMIC AND MEDIA CONTRIBUTION UPON PINELLAS COUNTY, FLORIDA

DECEMBER 9, 2016

RESEARCH CONDUCTED BY:  
BONN MARKETING, INC.; MARK A. BONN, PH.D.  
NIELSEN SPORTS; SCOTT HOROWITZ & GEORGINA WEBB



# CONTENTS

• INTRODUCTION	4
○ Background	4
○ Key Findings	6
○ Overall Valuation	10
• I: AVERAGE ANNUAL CONTRIBUTION OF TORONTO BLUE JAYS' FLORIDA BUSINESS OPERATIONS	11
○ A – ANNUAL DIRECT SPENDING IN PINELLAS COUNTY, FL.	12
• Accommodations Spending	12
• Employment Compensation	12
• Sponsorship and Community Relations	12
• Other Direct Spending	12
○ B – ANNUAL ECONOMIC IMPACT FROM TORONTO BLUE JAYS SPENDING IN PINELLAS COUNTY , FL.	13



# CONTENTS CONT.

• II: ECONOMIC IMPACT OF THE 2016 TORONTO BLUE JAYS SPRING TRAINING SEASON	14
○ Key Findings	15
○ Executive Summary	16
○ Per Party Per Day Spending	17
○ Economic Contribution	18
• III: MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS	20
○ How to Interpret Nielsen Sports Data	21
○ Key Findings	22
○ Average Annual Spring Training Broadcast Exposure	23
○ Average Annual Online Earned Media	29
○ Social Media Engagement Value (2016)	31
○ Earned Verbal Mention Value (2016)	33
• APPENDIX	35
• GLOSSARY OF TERMS	38
• CONTACTS	49

# INTRODUCTION

## Background

- The *Toronto Blue Jays* are the only Major League Baseball (MLB) franchise located in Canada.
- The *Toronto Blue Jays* have held Spring Training (and have housed their U.S. operations) in Dunedin, Pinellas County, Florida since the team's inception in 1977.
- The team's current Facility Use Agreement comes to an end in 2017.
- The MLB Spring Training period officially takes place over a six (6) week time period during February and March each year; however, media coverage and Canadian fan attention on the team's Florida activities begins much earlier.
- In contemplation of possible renovations to the Spring Training stadium and training facilities used by the *Toronto Blue Jays*, Bonn Marketing and Nielsen Sports have collaborated to analyze and communicate the economic contribution and media impact the *Toronto Blue Jays* have had upon Pinellas County, Florida.

# INTRODUCTION (CONT.)

## Background

- Included in this report are the following data and analyses:
  - I. Factual *Toronto Blue Jays* data regarding the organization's average annual direct spending in the local community, along with an analysis of the full economic contribution resulting from such spending.
  - II. Economic impact of the *Toronto Blue Jays* Spring Training, which analysis highlights the very substantial financial inflows from visitation within Pinellas County.
  - III. Nielsen Sports' media analysis of the value received by St. Petersburg-Clearwater, Dunedin and wider Pinellas County via the following:
    - Canadian television broadcasts of *Toronto Blue Jays* Spring Training Games
    - Peripheral television programming in Canada and the United States
    - Canadian and US online media outlets
    - *Toronto Blue Jays* social media channels



# INTRODUCTION

Key Findings

## SECTION I: ANNUAL ECONOMIC CONTRIBUTION OF THE TORONTO BLUE JAYS' FLORIDA BUSINESS OPERATIONS

### A – TORONTO BLUE JAYS ANNUAL DIRECT SPENDING IN PINELLAS COUNTY

- \$1.5 Million in Accommodations Spending
- \$4.2 Million in Employee Compensation (Locally-Based Employees)
- \$3.5 Million in Other Direct Expenditures
- \$175,000 in Sponsorship and Community Relations

### B – ANNUAL ECONOMIC IMPACT FROM TORONTO BLUE JAYS SPENDING IN PINELLAS

#### COUNTY

- \$21.4 Million Overall Total Economic Contribution
- \$10.9 Million in Labor Income
- 214 Jobs Created/Supported

# INTRODUCTION

## Key Findings

### SECTION II: ECONOMIC IMPACT OF THE 2016 *TORONTO BLUE JAYS* SPRING TRAINING SEASON

- 72,652 in paid attendance during the 2016 Spring Training Season
- Over 55% of all 2016 *Toronto Blue Jays* Spring Training attendees resided outside of Florida
- 79% of all 2016 *Toronto Blue Jays* Spring Training attendees resided outside of Pinellas County
- 24,862 hotel room nights were generated during six weeks by *Toronto Blue Jays* Spring Training game attendees
- \$70.6 Million in Total Spending brought to Pinellas County by *Toronto Blue Jays* Spring Training in 2016
  - \$39 Million in Direct Spending
  - \$28.4 Million in Labor impact
  - 799 jobs created/supported





# INTRODUCTION

## Key Findings

### **SECTION III: MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS**

Pinellas County and Dunedin receive \$4.5 Million in total annual media value as a result of being the host City and County for *Toronto Blue Jays* Spring Training and other Florida Operations. This media value is comprised of:

#### TV Broadcast

- Average of \$476,746 in TV broadcast exposure for Dunedin and Pinellas County during national Canadian broadcasts of *Blue Jays* Spring Training games (in the form of visual and verbal mentions, local imagery and video incorporated into the broadcasts and in-stadium signage shown on-screen). *\*Measurements taken in both 2015 and 2016 due to variances in stadium signage and differences in opponents and telecast dates.*

Note: In 2016, the average viewership for Blue Jays' Spring Training game telecasts in Canada was 1.25X greater than the average MLB team's regular season viewership in the US Market *\*ESPN and MLB Network broadcasts only*

- \$248,004 in earned verbal mentions during news and sports highlights television shows in Canada and the United States *\*Measurement from January 1 to April 6, 2016*



# INTRODUCTION

## Key Findings

### SECTION III: MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS (CONT.)

#### Online and Social Media

- Average of \$1.8 Million in annual online media value in Canada and the United States
  - Note: Earned media reach garnered an average of 446 Million impressions for online content, based on average daily viewership provided by Meltwater News
- \$2 Million in social media engagement value from *Toronto Blue Jays* posts across Twitter, Instagram, and Facebook \*2016 data

# INTRODUCTION

## Overall Valuation

	Average Year	25 Year Projection (straight line)
Economic Contribution from <i>Toronto Blue Jays</i> ' Spending	\$21.4 Million	\$535 Million
Spring Training Total Economic Contribution	\$70.6 Million	\$1.765 Billion
Media Exposure	\$4.5 Million	\$112.5 Million
<b>TOTAL</b>	<b>\$96.5 Million</b>	<b>\$2.413 Billion</b>
Number of Room Nights	24,862	621,550
<i>Toronto Blue Jays</i> Direct Spending	\$9.4 Million	\$235 Million



# ANNUAL CONTRIBUTION FROM THE TORONTO BLUE JAYS' FLORIDA BUSINESS OPERATION

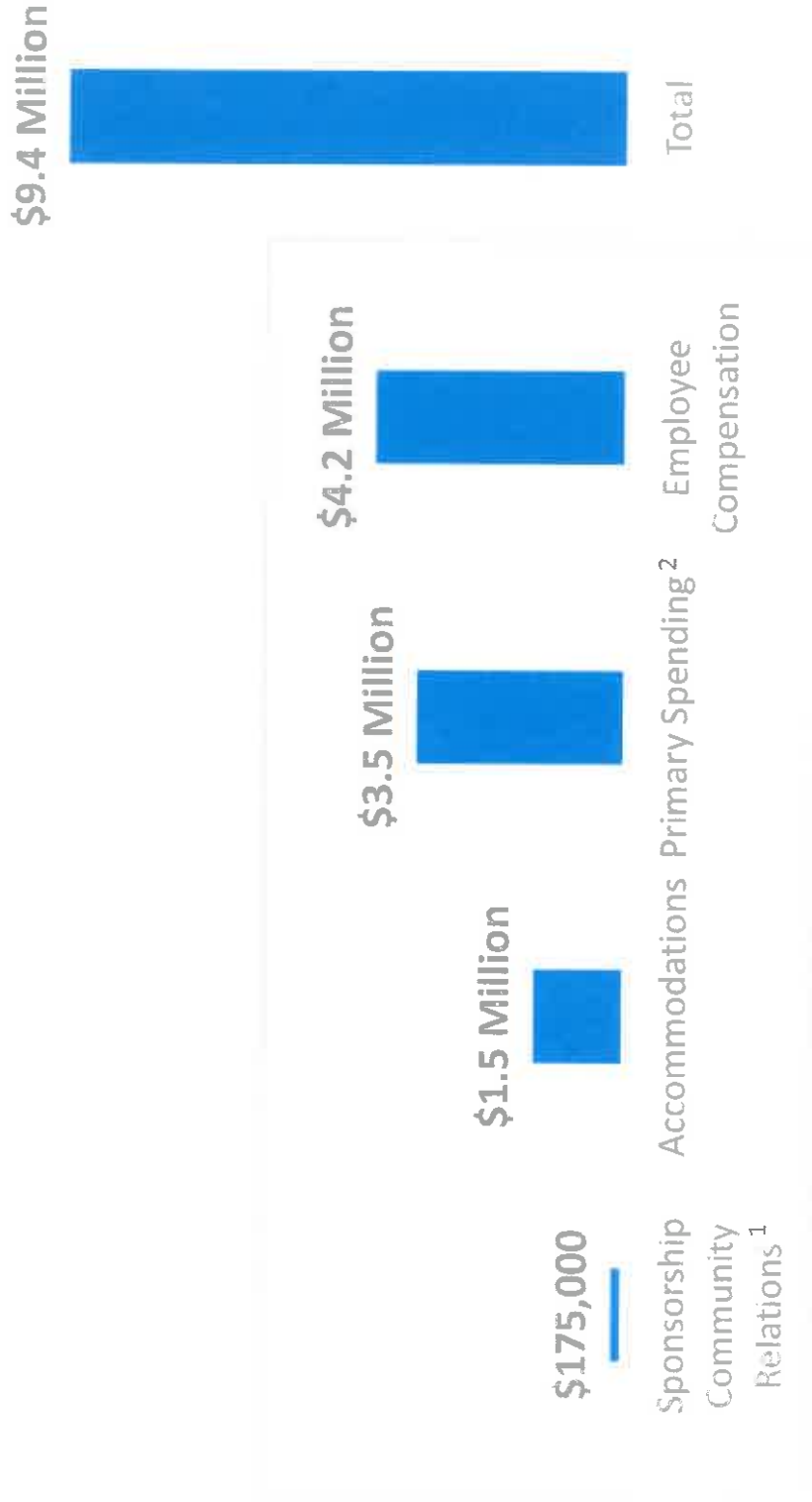
- Annual Accommodations Spending in Pinellas County, Fl.
- Employment Compensation (Locally-Based Employees)
- Sponsorship and Community Relations
- Other Direct Spending in Pinellas County, Fl.

*All values are represented in USD*

# TORONTO BLUE JAYS:



## ANNUAL AVERAGE DIRECT SPENDING PINELLAS COUNTY, FL.

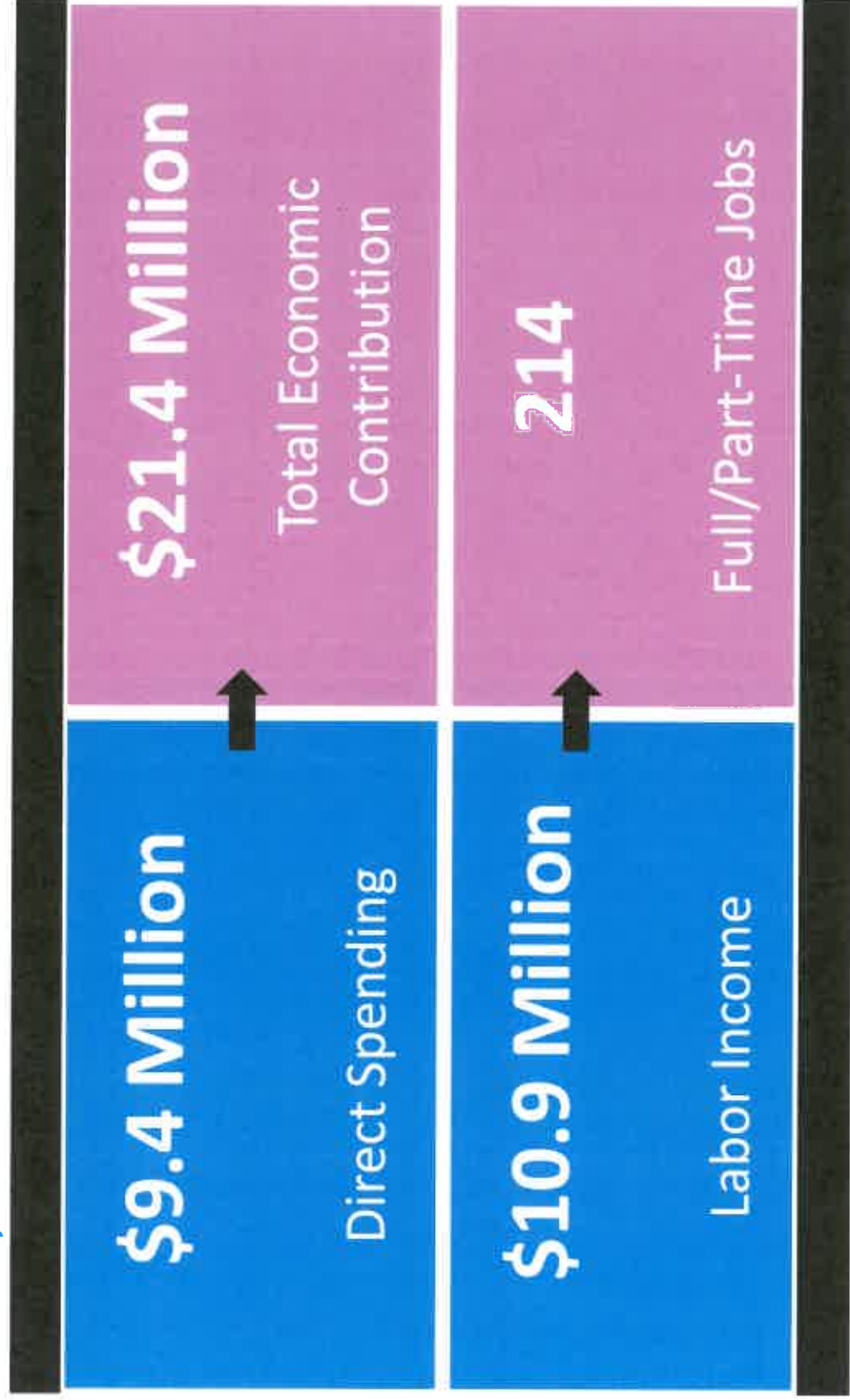


<sup>1</sup> Includes in-stadium fundraising, direct money donations and in-kind contributions

<sup>2</sup> Includes all other direct expenditures, for example, taxes, capital expenses, transportation, medical services, utilities, advertising, and promotions.



# AVERAGE ANNUAL ECONOMIC CONTRIBUTION FROM TORONTO BLUE JAYS' SPENDING IN PINELLAS COUNTY, FL.





# ECONOMIC IMPACT OF THE 2016 TORONTO BLUE JAYS SPRING TRAINING SEASON

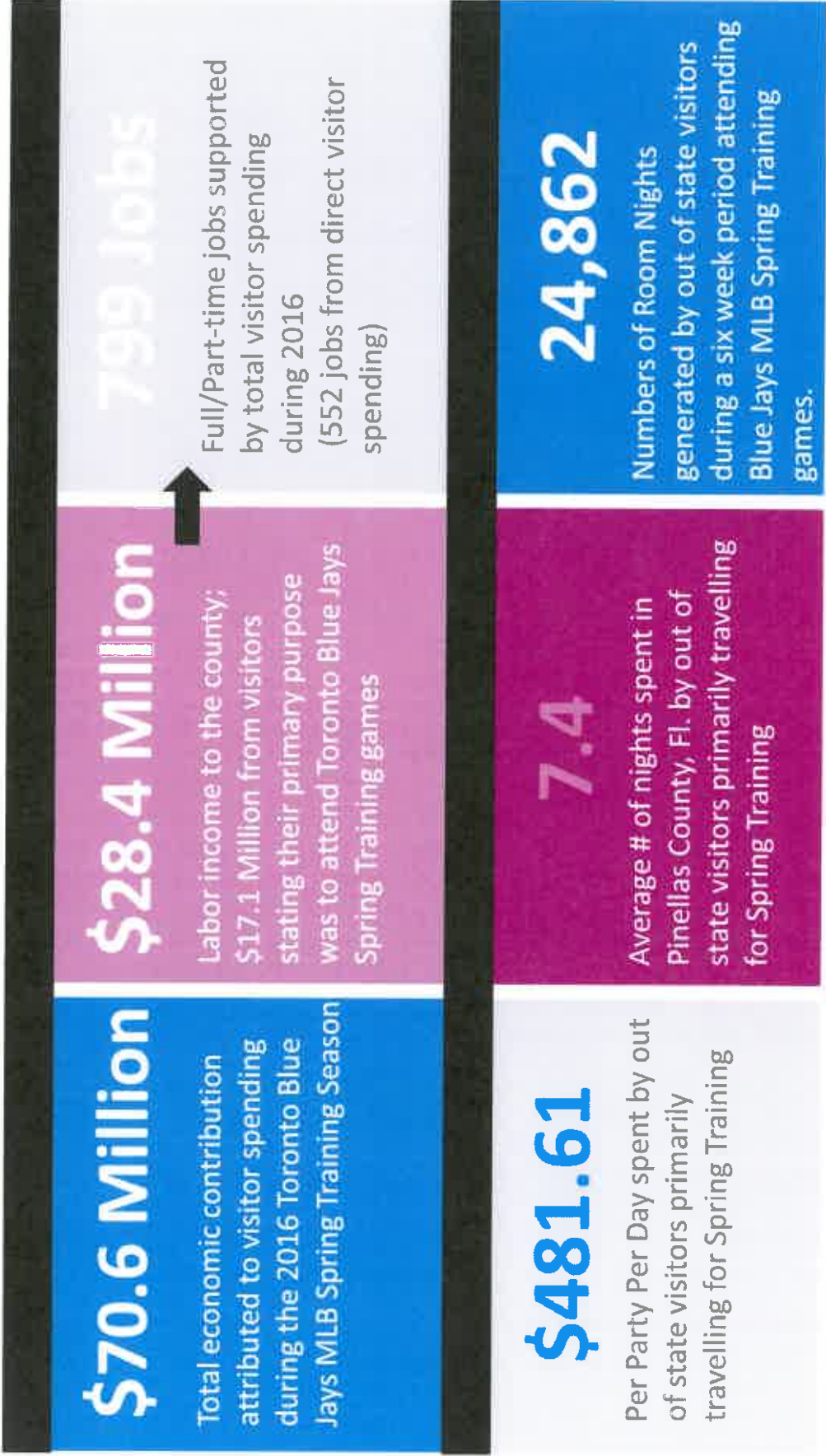
- Key Findings
- Executive Summary
- Per Party Per Day Spending
- Economic Contribution

*All values are represented in USD*





# KEY FINDINGS: 2016 TORONTO BLUE JAYS MLB SPRING TRAINING



Source: Bonn Marketing. Data presented may be rounded.

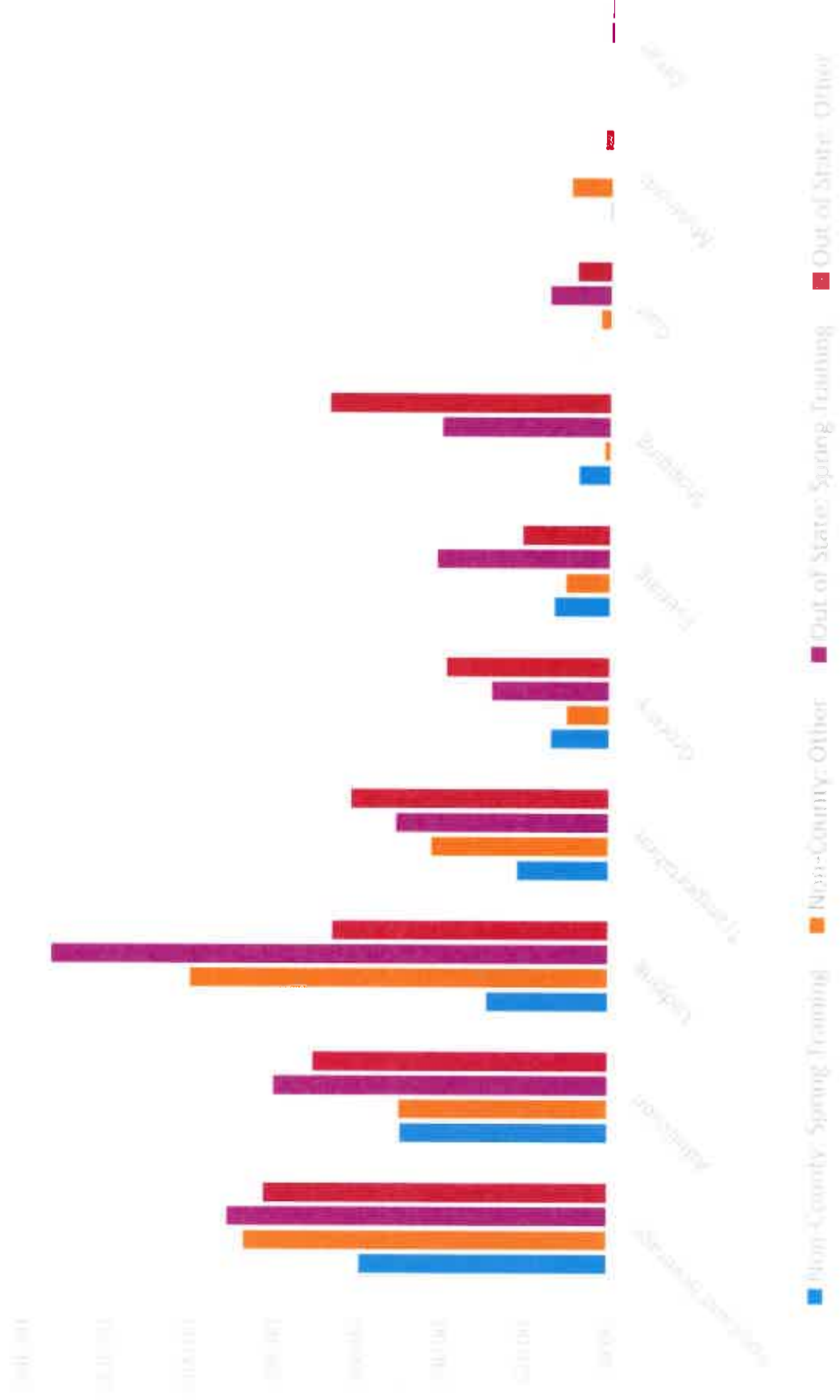
# ECONOMIC IMPACT: EXECUTIVE SUMMARY



Source: Bonn Marketing. Data presented may be rounded.



# PER PARTY PER DAY SPENDING BY GROUP





# ECONOMIC CONTRIBUTION PER GROUP

## Out of State: Spring Training

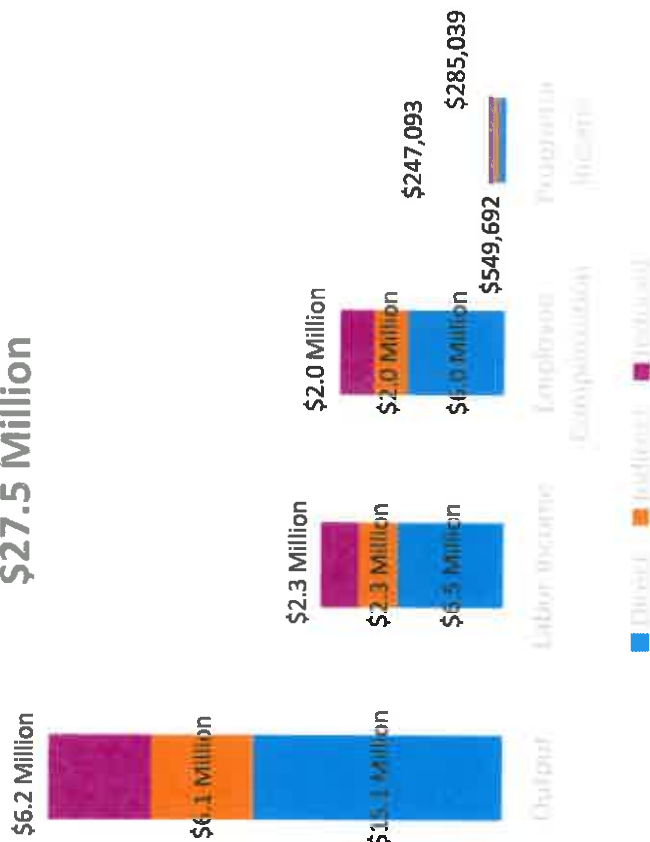
**TOTAL IMPACT:**  
\$41.8 Million



471  
Employed

## Out of State: Other

**TOTAL IMPACT:**  
\$27.5 Million



313  
Employed



# ECONOMIC CONTRIBUTION PER GROUP

## Non-County: Spring Training

TOTAL IMPACT:  
\$923,231



\$75,311



\$67,131



\$8,181



\$18,188



\$92,099



## Non-County: Other

TOTAL IMPACT:  
\$421,360

\$33,529



\$29,887



\$3,642



\$4,454



\$92,099



10  
Employed

5  
Employed

Direct Indirect Induced

Direct Indirect Induced

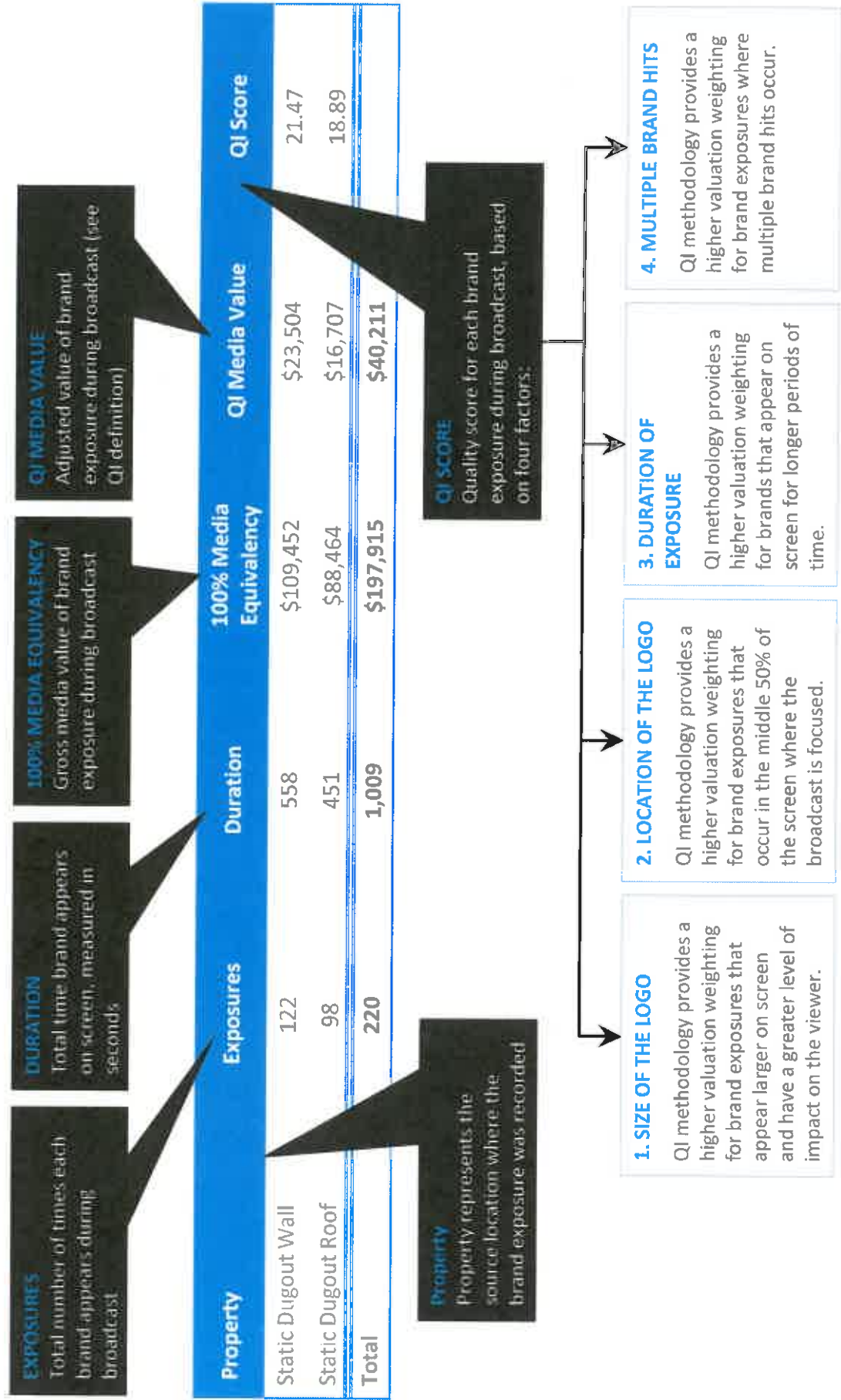


# ANNUAL MEDIA VALUE DELIVERED TO DUNEDIN AND PINELLAS COUNTY, FL. BY THE TORONTO BLUE JAYS

- Average Annual Spring Training Broadcast Exposure
- Average Annual Online Earned Media
- 2016 Social Media Engagement Value
- 2016 Earned Verbal Mentions during news and sports highlights shows in Canada and the United States

*All values are represented in USD*

# HOW TO INTERPRET NIELSEN SPORTS DATA



# KEY FINDINGS



**\$4.5  
Million**



Average annual amount of discounted media value that Dunedin and the wider Pinellas County earns during Spring Training television broadcasts in Canada as well as online, social media and through earned mentions in peripheral programming across North America.



**\$112.5  
Million**



Should the *Blue Jays* continue to hold Spring Training in Dunedin for 25 years beyond the 2017 season, the earned media value generated for the benefit of Pinellas County over that period would be \$112.5 Million.



**268,000**



As the only Major League Baseball team in Canada, the *Toronto Blue Jays* have very strong viewership numbers for Spring Training game telecasts. In 2016, the team's average viewership per game was 330,000, which is 1.25X+ higher than the average US team's audience on ESPN and MLB Network during the *Regular Season* (Person's 18+). In 2015, the *Blue Jays* average Spring Season game telecast viewership was 205,000, resulting in an annual average of 268,000 (Persons 18+).

### WHAT'S INCLUDED:

The following valuation is measuring the exposure of Dunedin, St. Petersburg-Clearwater and wider Pinellas County through dedicated game coverage on TV in Canada and through editorial mentions within US and Canadian online media, verbal mentions during sports and news television programming in the US and Canada, and across the *Toronto Blue Jays'* social media channels (Twitter, Facebook, and Instagram). Not included in the valuation are any additional exposure opportunities through peripheral broadcasts (Sports News and highlights programming), Print exposure or Radio exposure (such as Toronto Blue Jays Spring Training radio broadcasts in Canada). These were excluded solely due to difficulty of measurement and not due relevance.



# AVERAGE ANNUAL MEDIA EXPOSURE DELIVERED BY TORONTO BLUE JAYS\*

(summarizes the media value delivered to the benefit of Dunedin and wider Pinellas County)

**SPRING TRAINING REPORT**

**\$4.5 Million**  
TOTAL VALUE

**1,682** EXPOSURES

**3 HRS 34 MIN 45 SEC** VISIBILITY

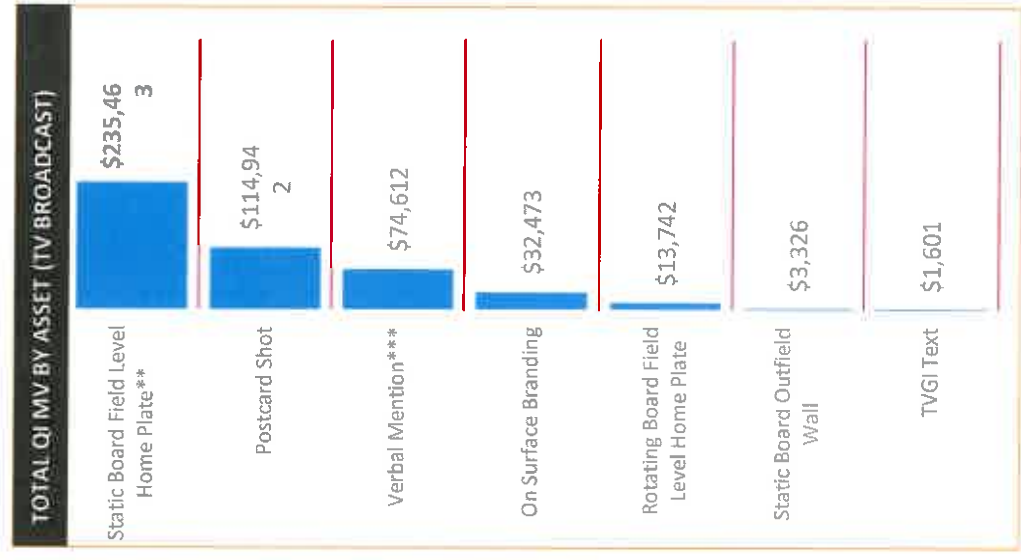
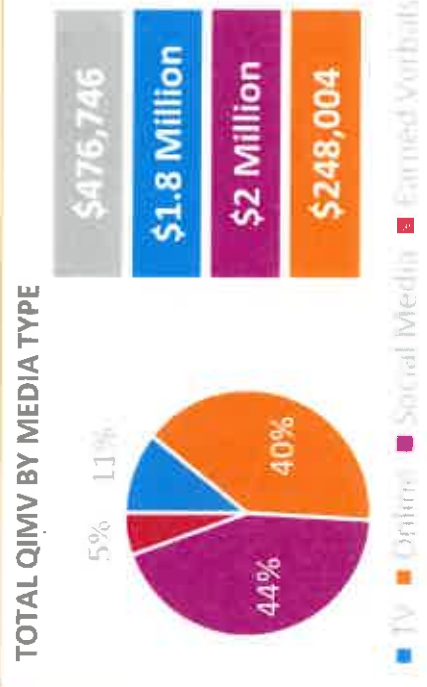
**\$1,564,922** 100% MEDIA EQUIVALENCY

**\$476,746** Q1 MEDIA VALUE

**\$1.8 Million** ONLINE MEDIA VALUE

**\$2 Million** SOCIAL MEDIA VALUE

**\$248,004** EARNED VERBAL MENTIONS

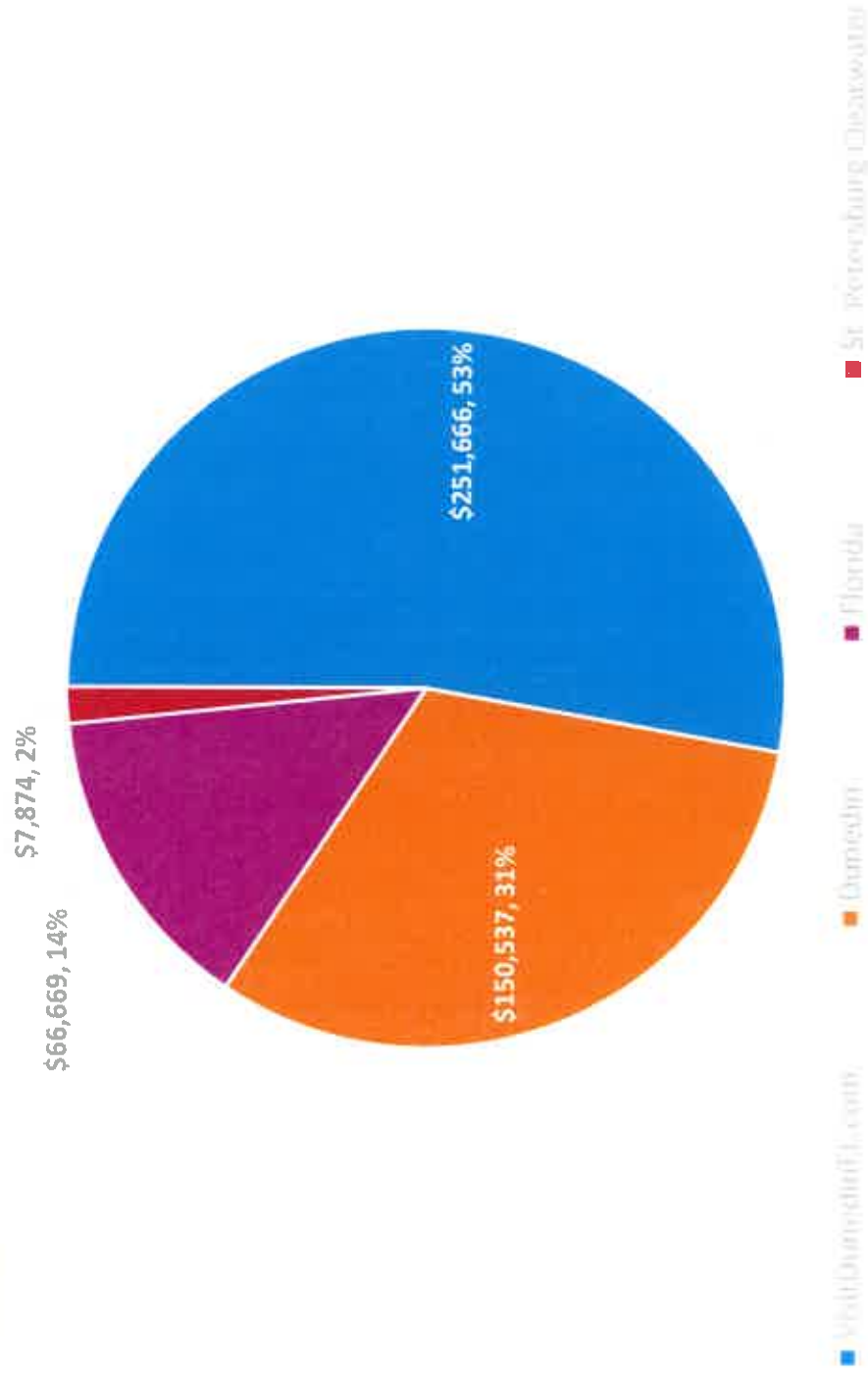


\*Spring Training television broadcasts require permits to film in parks 2015 and 2016 due to variances in stadium seating and differences in equipment and layout dates.  
 \*\*2016: National Home Plate signage only appeared in 2015 due to live on-screen different signage locations in stadium can make it difficult to identify. Higher media exposure values are for the 2015 season.  
 \*\*\*For the purposes of this report, only specific key call-outs and are each valued at a second of air exposure. While certain live hits, game broadcasts and other television coverage may contain longer discussions of Dunedin, Pinellas County, local weather and other matters, Nielsen Sports does not track content/conversation about same or apply any contextual uplifts in its methodology.  
 Source: Nielsen Sports

# CANADIAN TELEVISION BROADCAST EXPOSURE

Media value for Dunedin and wider Pinellas County\*

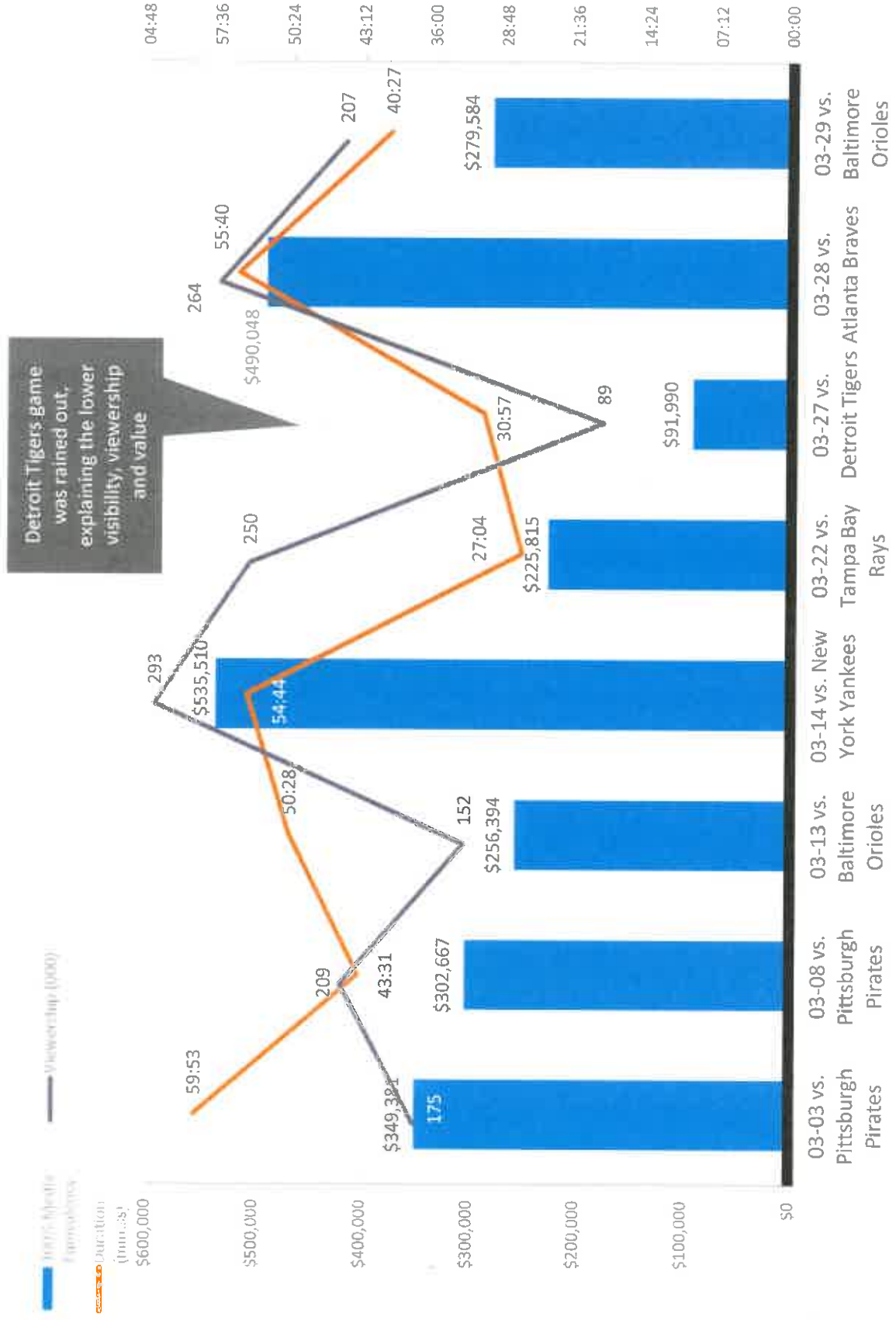
## Q1 MV BY BRAND



\* Proportion (and value) of exposure for specific properties is heavily dependent on in-stadium signage content and locations. Therefore, a specific brand or property's share of exposure can be modified through modifications to in-stadium signage.  
Source: Nielsen Sports

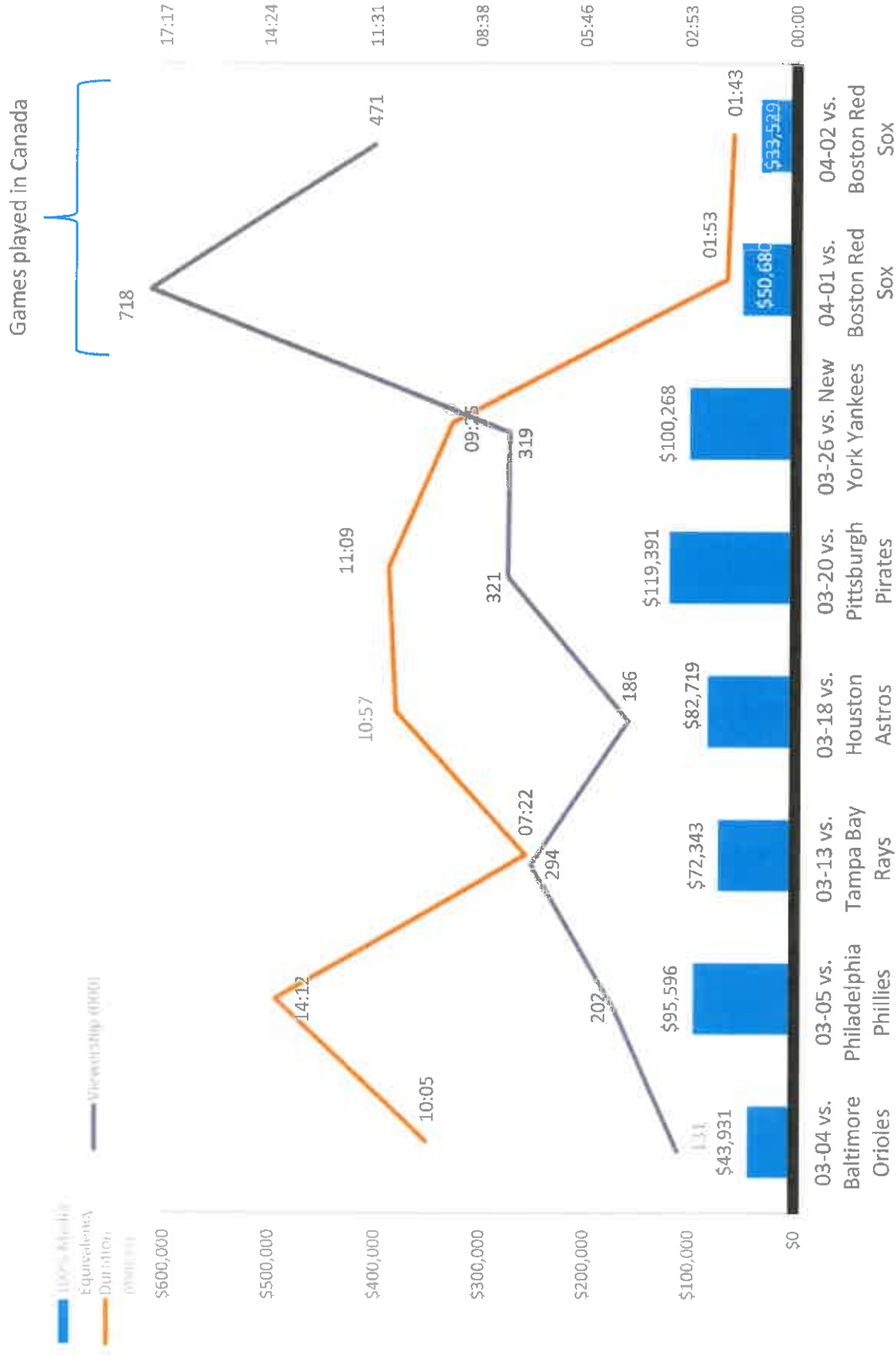


# 2015 TORONTO BLUE JAYS SPRING TRAINING TELEVISION BROADCAST EXPOSURE





# 2016 TORONTO BLUE JAYS SPRING TRAINING TELEVISION BROADCAST EXPOSURE\*



\*Primary reason for different valuation in 2016 vs 2015 was that static Behind Home Plate signage appeared in 2015 but not in 2016, reducing overall time on screen for measured advertising.  
Source: Nielsen Sports

# SAMPLE IMAGES 2015



Static Board - Field Level Home Plate



Postcard



Static Board - Outfield Wall



Static Board - Outfield Wall



TVGI - Text



Static Board - Outfield Wall



# SAMPLE IMAGES 2016



Static Board - Outfield Wall



Postcard Shot -



On Surface Branding -



Static Board - Field Level Foul Ball Line



TVGI - Text



Rotating Board - Field Level Home Plate

# ONLINE EARNED MEDIA EXPOSURE VALUE

**12,444**  
**ARTICLES**

**\$1.8 Million**  
**DISCOUNTED MEDIA VALUE**

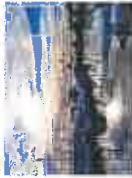
**446 Million**  
**REACH**

SHARE OF VALUE



## TRAVEL

### Florida fun for visitors during Toronto Blue Jays spring training



**STURDEWANT, FLA.** — You haven't experienced South Florida's perfect weather, clear turquoise waters, and beautiful beaches until you've spent time in St. Pete. While the 10 major league baseball teams are still in camp, the weather is perfect for a visit. Visit St. Pete's scenic waterfront and enjoy the views from the historic downtown area. The city is a beautiful blend of old and new, with a mix of historic architecture and modern amenities. The city is a beautiful blend of old and new, with a mix of historic architecture and modern amenities. The city is a beautiful blend of old and new, with a mix of historic architecture and modern amenities.

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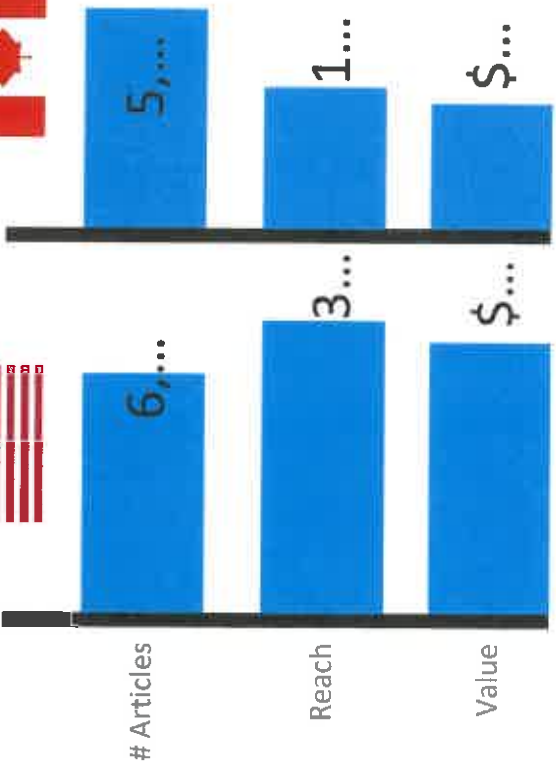
## SPORTS

### Blue Jays, Phillies tie in spring training

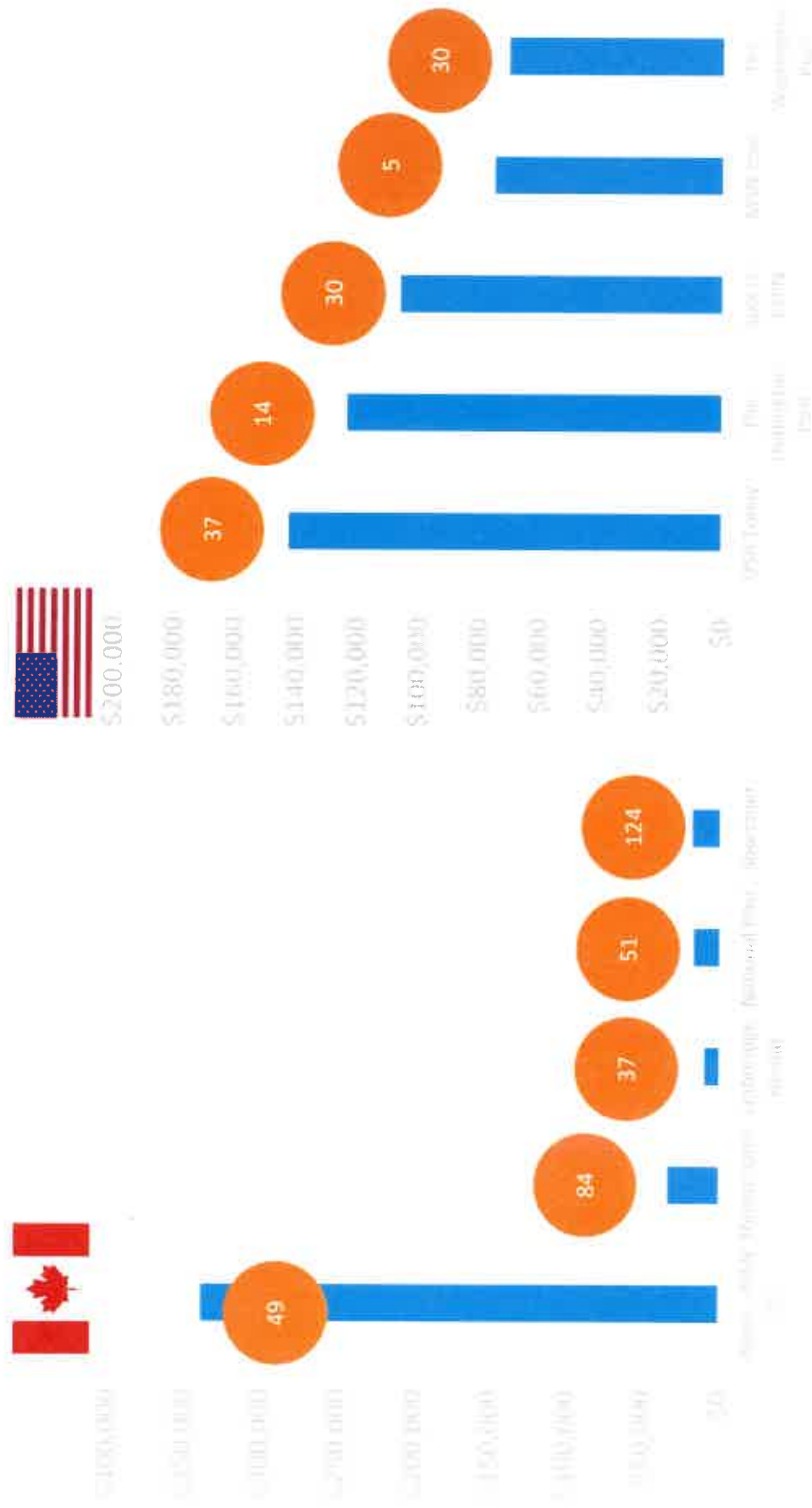


**PHILADELPHIA** — After a blustery start to spring training, the Toronto Blue Jays and Philadelphia Phillies tied for the lead in the American League Championship Series.

In the five months since, he's been training hard to make that happen.



# TOP 5 SOURCES BY VALUE



# Number of Articles from that news outlet

Source: Meltwater, January 1, 2015 – November 28, 2016; values shown are average per year

# 2016 SOCIAL MEDIA ENGAGEMENT VALUE



**TOTAL Q1 MEDIA VALUE**  
**\$2 Million**

**MOST VALUED PLATFORM**  
**\$1.2 Million**

## VOLUME OF EXPOSURE POSTS BY PLATFORM



Platform	Value	Total
Twitter	\$1.2 Million	\$1.2 Million
Facebook	\$479,576	\$481,462
Instagram	\$299,025	\$299,179



# SOCIAL MEDIA ENGAGEMENT VALUE

**Blue Jays**  
 Some new wall graphics inside our Dunedin clubhouse

**Media Value**  
**\$1.2 Million**

**Twitter**

Favorite	76,969
Retweet	27,488
Reply	1,195
Video Views	29,620

**Toronto Blue Jays**  
 Weds it all come together, the sights and sounds from Dunedin are everywhere

**Media Value**  
**\$481,462**

**facebook**

Likes	238,756
Shares	34,942
Comments	5,810
Video Views	1.7 Million

**Blue Jays**

**Media Value**  
**\$299,179**

**Instagram**

Likes	1.3 Million
Comments	11,296
Video Views	83,200



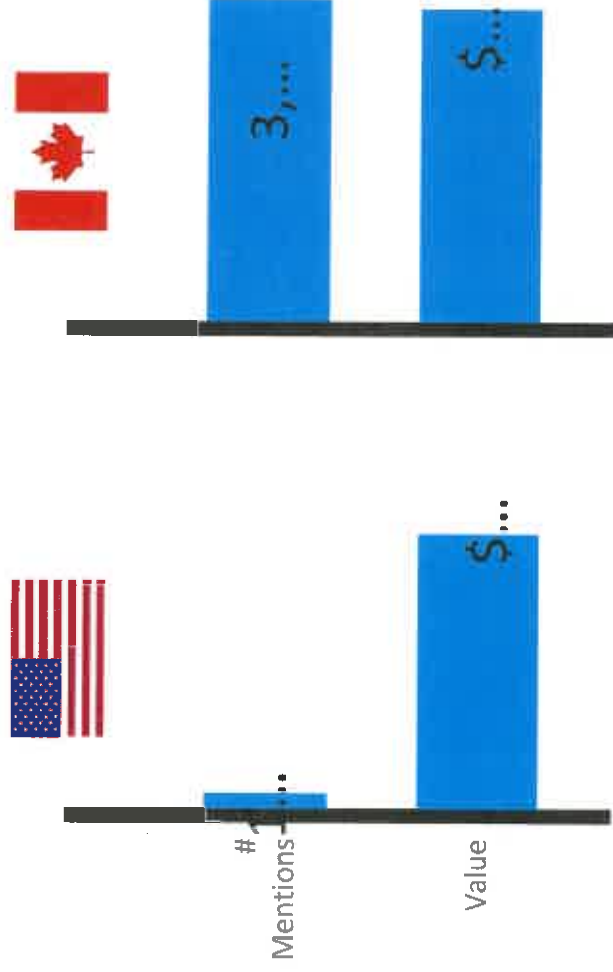


# EARNED VERBAL MENTIONS (TV ONLY)

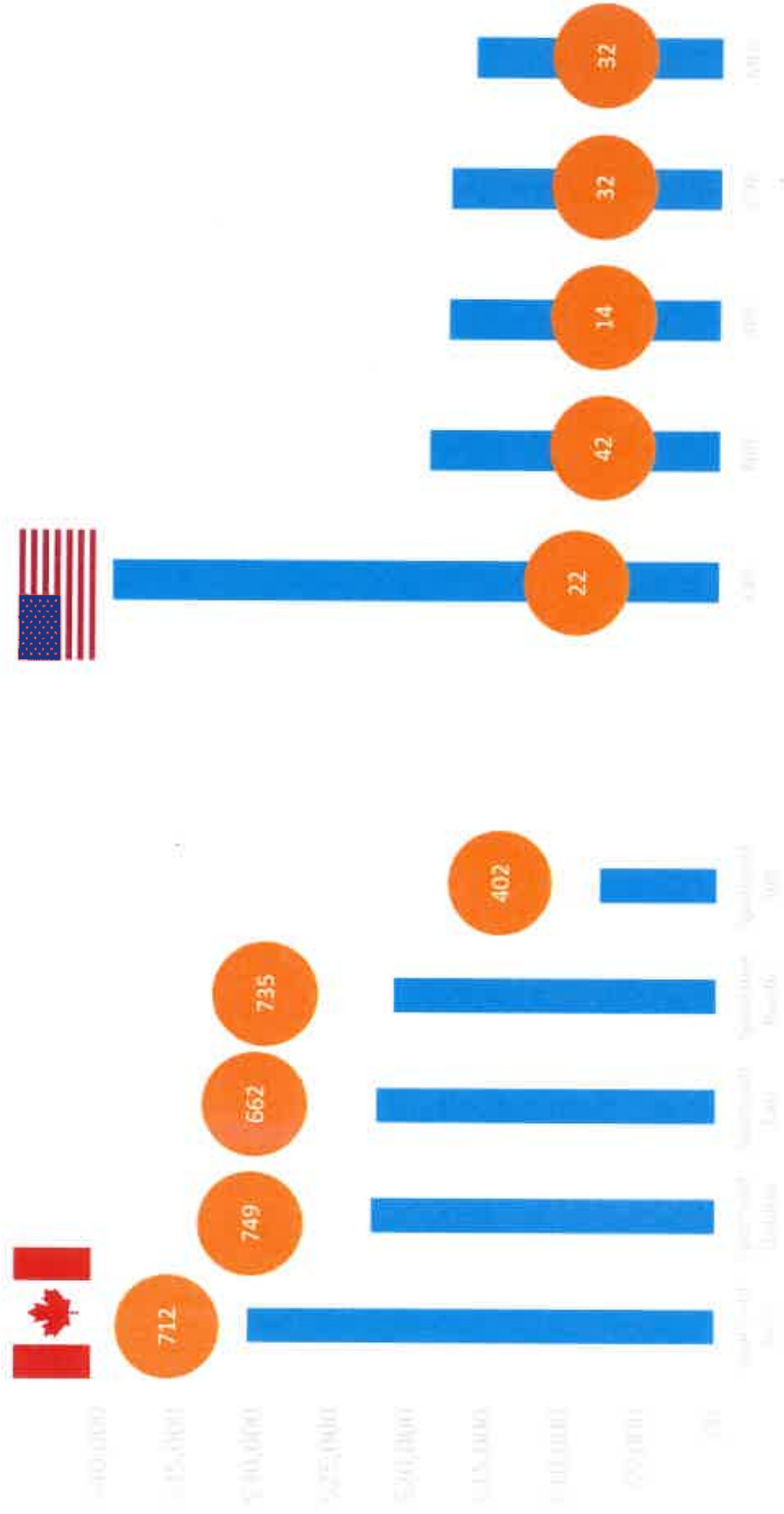
**3,881**  
**ON AIR MENTIONS**  
**\$248,004**  
**MEDIA VALUE**



Elsewhere in the Grapefruit League, the Mets took on the Blue Jays in **Dunedin** this afternoon. Bartolo Colon gave up three hits and struck out six over six innings. Patrick



# TOP 5 NETWORKS BY VALUE



# Number of Mentions on that network



## APPENDIX

- Economic Impact Methodology
- Economic Impact Glossary
- Economic Impact Summary Table
- Florida Non County Attendees; Primary Trip Purpose: Spring Training
- Out of State Attendees; Primary Trip Purpose: Spring Training
- Florida Non County Attendees; Primary Trip Purpose: Other
- Out of State Attendees; Primary Trip Purpose: Other
- Economic Impact Expenditure Table
- Canadian TV Broadcast Exposure Table

# ECONOMIC IMPACT METHODOLOGY

## Economic Impact Analysis Using IMPLAN

The IMPLAN program was used to assess the economic contribution of the following spending upon Pinellas County: (i) spending by the *Toronto Blue Jays*, and (ii) spending by *Blue Jays Spring Training*-generate visitors County. The IMPLAN program is widely accepted by researchers because it uses multipliers for specific outputs to estimate the impact that spending generates upon labor income and employment. Many federal and state agencies have adopted the IMPLAN model for their economic analysis. These agencies include but are not limited to the following: Bureau of Economic Analysis, United States Department of Agriculture (USDA), U.S. Forest Service, Florida Labor Market Statistics, Florida Department of Environmental Protection, and many other similar agencies in Florida and throughout the country.

IMPLAN uses a methodology based upon the application of various multipliers to calculate specific multipliers for output, labor income, and employment individually. Data are collected for 528 distinct industry sectors at the national, state and local economic levels. IMPLAN captures direct, indirect and induced effects on output, labor income and employment in all industries comprising local economies. The strength of the IMPLAN multiplier is the integration of the input-output table within its software program with a set of accounts (e.g., sectors, household, government, capital) to represent the complete set of revenue and income flows between production, income, consumption, investment, and trade. Thus, the multipliers are dynamic and fluctuating and have to be calculated for each economic impact analysis.

The economic impact involving spending by the *Toronto Blue Jays* organization related to Pinellas County was calculated using IMPLAN and documents that the total impact on output (Direct + Indirect + Induced) related to the *Toronto Blue Jays* spending information reported in this study is \$21.4 million.

A further \$70.6 million was generated as a result of *Blue Jays Spring Training*-generated visitor spending during the 2016 Spring Training Season, bringing the annual total of economic impact of the two components to \$92 million.

# ECONOMIC IMPACT METHODOLOGY

## Economic Impact Analysis Using IMPLAN

IMPLAN uses employee compensation (i.e., wage and salary payments as well as benefits, including health and life insurance, retirement payments and other non-cash compensation) and proprietor's incomes when calculating the impact of labor income. Total labor income generated by those Pinellas County residents related to employee compensation received through direct spending by the *Toronto Blue Jays* was estimated at \$7.09 million and supported an estimated total of 135.8 new full-and part-time employees in the area.

The total output multiplier (Direct + Indirect + Induced Impacts/Direct Impact) related to employee compensation is 1.57. That is, dollars spent by the Toronto Blue Jays associated with employee contributions turn over 1.57 times on average, to the total value of output in all sectors in Pinellas County. The total labor income multiplier for Pinellas County is 1.53. This means for every dollar change in income related to the *Toronto Blue Jays* spending, it will produce a total income change of \$1.53 in the local economy. Finally, the total employment multiplier for the region is 1.58. It indicates that the creation of one new direct job related to spending by the *Toronto Blue Jays* results in a total of 1.58 jobs in the local economy.

# GLOSSARY OF ECONOMIC IMPACT TERMS

**Direct effect:** production changes associated with changes in demand for the good itself; it is an initial impact on the economy.

**Employee compensation:** wage and salary payments as well as benefits, including health and life insurance, retirement payments and other non-cash compensation.

**Employment multiplier:** for every million dollar change in final-demand spending (direct output), the change in employment (jobs).

**Indirect effect:** the secondary impact caused by changing input needs of directly affected industries (e.g., additional input purchases to produce additional output).

**Induced effect:** caused by changes in household spending due to the additional employment generated by direct and indirect effects.

**Labor income:** consists of employee compensation and proprietary income.

**Labor income multiplier:** for every dollar change in final-demand spending (direct output), the change in income received by households.

**Output:** industry output is a measure of the value of goods and services produced in the study area.

**Output multiplier:** An output multiplier for a sector is defined as the total production in all sectors of the economy that is necessary to satisfy a dollar's worth of final demand for that sector's output (Miller and Blair, 1985). In other words, every dollar change in final-demand spending (direct output) changes the total value of output in all sectors.

**Proprietary income:** consists of payments received by self-employed individuals as income. This includes income received by private business owners, doctors, lawyers and so forth.



# GLOSSARY OF MEDIA EXPOSURE TERMS

## **NUMBER OF EXPOSURES (NUMBER)**

The number of exposures a property generates is the number of independent sequences of exposure a brand-property combination generates. In regards to its usefulness in analysis, it can be used to assess the number of times a signage point is seen uniquely.

## **SUM OF DURATION ON SCREEN (SECONDS)**

Duration on screen is probably the most common comparative used as it is a pure measure. There are no external factors such as audience, cost per thousand, or the quality of location in play. It is suitable in assessing pure exposure capture for share of voice within a shared property such as LED Signage, or if looking at a specific property year on year where a logo or setup may have changed.

## **AVERAGE EXPOSURE DURATION (SECONDS)**

The average exposure duration gives a snapshot view of the average duration on screen per exposure for a property.

Average exposure size (% of total screen size)

The average exposure size represents the average size on screen for the hits collected for each exposure. It can give a basic view on hit size for a property.

## **100% MEDIA EQUIVALENCY**

100% media equivalency brings an added layer of audience and cost per thousand on top of the duration comparison. It is suitable

if an analysis is needed where weight of exposure (duration), and the audience and cost per thousand is factored in, but the quality or impact of the exposure is not.

## **QI MEDIA VALUE**

This is the most common method of comparison as it comprises all elements of the equation – weight of exposure, audience, cost per thousand, and quality of the exposure (QI media value). This is the best method for overall appraisals of sponsorships and inventory, particularly in comparison to investment.

## **QI SCORE**

QI Score is an excellent comparison of the actual exposure quality and impact between and logos and properties. If the QI Score is devised for an overall sponsorship, it can act as a guide on which a mix of properties is the optimum from a pure quality and impact perspective, not counting weight of exposure, audience, or cost per thousand.

## **SCREEN LOCATION**

Screen location can be used to make an assessment of the location of the hits on screen. Location A is the center of the screen.

Location B is the cumulative figure for hit in location B, C, D and E

## **ONLINE MEDIA REACH**

Aggregated number of average daily visitors across the sites with *Blue Jays* coverage in Pinellas County

# 2016 TORONTO BLUE JAYS

## Spring Training Economic Impact Summary Table

2016 Toronto Blue Jays Spring Training Update	Attendance Numbers	%	Average Length of Stay	Average Party Size	Average \$ Per Party Per Day	Direct Spending	Total Spending
Florida, In-County Attendees: Primary Trip Purpose: All	15,257	21%					
Florida, Non-County Attendees: Primary Trip Purpose: Spring Training	10,317	14.2%	0.8	3.1	\$196.81	\$541,519	\$923,231
Out of State Attendees: Primary Trip Purpose: Spring Training	23,539	32.4%	7.4	3.3	\$481.61	\$25,421,774	\$41,807,684
Florida, Non-County Attendees: Primary Trip Purpose: Other	4,577	6.3%	0.6	3.6	\$314.90	\$240,220	\$421,360
Out of State Attendees: Primary Trip Purpose: Other	18,962	26.1%	7.9	3.5	\$419.04	\$17,935,051	\$27,508,672
<b>Total</b>	<b>72,652</b>	<b>100%</b>				<b>\$44,138,564</b>	<b>\$70,660,948</b>

Source: Bonn Marketing. Data presented may be rounded.



# 2016 TORONTO BLUE JAYS

Florida, Non-County Attendees; Primary Trip Purpose: Spring Training

Florida, Non-County Attendees; Primary Trip Purpose: Spring Training	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$29.40	14.9%	\$78,272.92	\$137,914.70
Food and Beverage	\$59.66	30.31%	\$158,835.46	\$279,863.63
Grocery	\$14.14	7.2%	\$37,645.55	\$66,330.40
Admission	\$50.02	25.4%	\$133,170.46	\$234,642.62
Golf	-	0.0%		\$0.00
Museums	\$0.35	3.4%	\$18,474.74	\$1,641.84
Evening	\$13.39	6.8%	\$35,648.79	\$62,812.17
Transportation	\$22.13	11.2%	\$58,917.68	\$103,811.30
Shopping	\$7.68	3.9%	\$20,446.80	\$36,026.70
Other	\$0.04	0.0%	\$106.49	\$187.64
<b>Total</b>	<b>\$196.81</b>	<b>100%</b>	<b>\$541,518.90</b>	<b>\$923,231.00</b>

Source: Bonn Marketing. Data presented may be rounded.

# 2016 TORONTO BLUE JAYS

## Out of State Attendees; Primary Trip Purpose: Spring Training

Out of State Attendees; Primary Trip Purpose: Spring Training	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$133.40	27.70%	\$7,041,516.38	\$11,580,210.22
Food and Beverage	\$91.02	18.90%	\$4,804,488.91	\$7,901,279.87
Grocery	\$28.34	5.88%	\$1,495,926.34	\$2,460,143.61
Admission	\$80.12	16.64%	\$4,229,132.63	\$6,955,070.79
Golf	\$14.76	3.06%	\$779,106.31	\$1,281,288.63
Museums	\$0.20	0.04%	\$10,557.00	\$17,361.63
Evening	\$41.54	8.63%	\$2,192,688.08	\$3,606,011.49
Transportation	\$51.14	10.62%	\$2,699,423.90	\$4,439,369.95
Shopping	\$40.52	8.41%	\$2,138,847.40	\$3,517,467.15
Other	\$0.57	0.12%	\$30,087.44	\$49,480.66
<b>Total</b>	<b>\$481.61</b>	<b>100.00%</b>	<b>\$25,421,774.39</b>	<b>\$41,807,684</b>

Source: Bonn Marketing. Data presented may be rounded.

# 2016 TORONTO BLUE JAYS

Florida, Non-County Attendees; Primary Trip Purpose: Other

Florida, Non-County Attendees; Primary Trip Purpose: Other	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$100.18	31.8%	\$76,421.91	\$134,048.41
Food and Beverage	\$87.23	27.7%	\$66,543.06	\$116,720.33
Grocery	\$10.25	3.3%	\$7,819.17	\$13,715.27
Admission	\$50.21	15.9%	\$38,302.50	\$67,184.77
Golf	\$2.53	0.8%	\$1,930.00	\$3,385.33
Museums	\$9.77	3.1%	\$7,453.01	\$13,073.00
Evening	\$10.59	3.4%	\$8,078.54	\$14,170.22
Transportation	\$42.67	13.6%	\$32,550.64	\$57,095.68
Shopping	\$1.45	0.5%	\$1,106.13	\$1,940.21
Other	\$0.02	0.0%	15.25692	\$26.76
<b>Total</b>	<b>\$314.90</b>	<b>100.00%</b>	<b>\$240,220.21</b>	<b>\$421,360</b>

Source: Bonn Marketing. Data presented may be rounded.

# 2016 TORONTO BLUE JAYS

## Out of State Attendees; Primary Trip Purpose: Other

Out of State Attendees; Primary Trip Purpose: Other	Average \$ Per Party Per Day	Percent by Category	Direct Spending	Total Spending
Lodging	\$66.23	15.8%	\$2,834,665.93	\$4,347,793.40
Food and Beverage	\$82.45	19.7%	\$3,528,887.30	\$5,412,585.93
Grocery	\$39.12	9.3%	\$1,674,348.95	\$2,568,106.26
Admission	\$70.78	16.9%	\$3,029,407.43	\$4,646,486.74
Golf	\$8.22	2.0%	\$351,818.72	\$539,617.42
Museums	\$1.67	0.4%	\$71,476.55	\$109,630.30
Evening	\$21.03	5.0%	\$900,090.96	\$1,380,554.06
Transportation	\$61.85	14.8%	\$2,647,200.48	\$4,060,260.03
Shopping	\$67.40	16.1%	\$2,884,742.32	\$4,424,600.26
Other	\$0.29	0.1%	\$12,412.10	\$19,037.60
<b>Total</b>	<b>\$419.04</b>	<b>100.0%</b>	<b>\$17,935,050.74</b>	<b>\$27,508,672</b>

Source: Bonn Marketing. Data presented may be rounded.

# 2016 TORONTO BLUE JAYS

## Spring Training Overall Economic Impact

2016 Toronto Blue Jays Spring Training Update		Direct	Indirect	Induced	Total	Multiplier
Florida, Non-County Attendees: Primary Trip Purpose: Spring Training	Output	\$505,076	\$211,294	\$206,861	\$923,231	1.83
	Labor Income	\$213,263	\$79,467	\$75,311	\$368,042	1.73
	Employment	7.1	1.6	1.7	10.3	1.45
	Employee Compensation	\$195,075	\$69,555	\$67,131	\$331,761	1.70
	Proprietor Income	\$18,188	\$9,912	\$8,181	\$36,281	1.99
	Output	\$23,148,263	\$9,228,530	\$9,430,890	\$41,807,684	1.81
Out of State Attendees: Primary Trip Purpose: Spring Training	Labor Income	\$9,800,624	\$3,538,409	\$3,433,400	\$16,772,432	1.71
	Employment	324.6	68.8	77	470.5	1.45
	Employee Compensation	\$9,115,004	\$3,106,162	\$3,060,445	\$15,281,611	1.68
	Proprietor Income	\$685,620	\$432,247	\$372,954	\$1,490,821	2.17
	Output	\$233,812	\$95,448	\$92,099	\$421,360	1.80
	Labor Income	\$93,602	\$36,625	\$33,529	\$163,756	1.75
Florida, Non-County Attendees: Primary Trip Purpose: Other	Employment	3.1	0.7	0.8	4.5	1.45
	Employee Compensation	\$87,991	\$32,171	\$29,887	\$150,049	1.71
	Proprietor Income	\$5,611	\$4,454	\$3,642	\$13,707	2.44
	Output	\$15,134,852	\$6,125,592	\$6,248,228	\$27,508,672	1.82
	Labor Income	\$6,516,508	\$2,325,261	\$2,274,762	\$11,116,532	1.71
	Employment	217	45.1	51	313.1	1.44
Out of State Attendees: Primary Trip Purpose: Other	Employee Compensation	\$5,966,816	\$2,040,222	\$2,027,670	\$10,034,708	1.68
	Proprietor Income	\$549,692	\$285,039	\$247,093	\$1,081,824	1.97
	Output	\$39,022,004	\$15,660,865	\$15,978,079	\$70,660,948	1.81
	Labor Income	\$16,623,997	\$5,979,762	\$5,817,002	\$28,420,762	1.71
	Employment	551.8	116.2	130.5	798.5	1.45
	Employee Compensation	\$15,364,886	\$5,248,110	\$5,185,133	\$25,798,129	1.68
Proprietor Income	\$1,259,111	\$731,652	\$631,870	\$2,622,632	2.08	

Source: Bonn Marketing. Data presented may be rounded.



# 2015 TORONTO BLUE JAYS SPRING TRAINING

## Canadian TV Broadcast Exposure

Brand	Location	Exposures	Duration	100% Media Equivalency	QI Media Value	QI Score
VisitDunesintl.com	Static Board Field Leaves Home Plate	2,245	20,112	\$2,347,760	\$470,926	19.93
	Static Board Outfield Wall	72	149	\$16,253	\$3,748	23.15
Florida	Verbal Mention	85	340	\$36,113	\$36,113	100.00
	Postcard Shot	59	624	\$71,940	\$71,940	100.00
Dunedin - Florida	Verbal Mention	102	408	\$43,738	\$43,738	100.00
	TVGI Text	11	64	\$7,713	\$2,187	33.48
St. Petersburg Clearwater	Static Board Outfield Wall	28	62	\$6,891	\$1,811	24.56
	Verbal Mention	3	17	\$1,481	\$1,481	100.00
<b>TOTAL</b>		<b>2,605</b>	<b>21,764</b>	<b>\$2,531,388</b>	<b>\$631,944</b>	<b>60.23</b>



# 2016 TORONTO BLUE JAYS SPRING TRAINING

## Canadian TV Broadcast Exposure

Brand	Location	Exposures	Duration	100% Media Equivalency	QI Media Value	QI Score
Dunedin	Postcard Shot	54	901	\$157,944	\$157,944	100.00
	Verbal Mention	35	140	\$24,249	\$24,249	100.00
	TVGI Test	5	38	\$5,293	\$1,015	19.38
Florida	On Surface Branding	448	1,706	\$235,372	\$64,946	27.59
	Verbal Mention	44	176	\$32,280	\$32,280	100.00
VisitDunedinFL.com	Relating Field Level Home Plate	125	917	\$123,090	\$27,483	22.31
	Static Field Level Foul Ball Line	22	41	\$5,476	\$1,175	21.46
St. Petersburg Clearwater	Verbal Mention	13	52	\$11,363	\$11,363	100.00
	Static Board outfield wall	12	35	\$4,389	\$1,093	24.91
<b>Total</b>		<b>758</b>	<b>4,006</b>	<b>\$598,456</b>	<b>\$321,549</b>	

# QUALITY INDEX (QI) METHODOLOGY

Nielsen Sports analyzes over 100,000 hours of sports broadcast annually using this approach. This is the established global measure on brand exposure in video content.

- Our unique image detection technology analyzes video content across digital platforms
- The technology drives consistency, data quality and efficiency for our media products and outputs ...

IMAGE RECOGNITION SOFTWARE  
DATA CAPTURE



RESEARCH LED APPROACH TO  
WEIGHTINGS & DISCOUNTS



AUDIENCE DATA & COST PER  
THOUSANDS USED TO VALUE  
EXPOSURE BY MARKET &  
DEMOGRAPHIC





BONN MARKETING, INC  
3758 PINEY GROVE DRIVE  
TALLAHASSEE, FLORIDA 32311

NIELSEN SPORTS  
1010 WASHINGTON BLVD  
STAMFORD, CT 06901

**MARK A. BONN, Ph.D.**

PHONE: 850.567.1826  
BONN3049@COMCAST.NET

**SCOTT HOROWITZ**

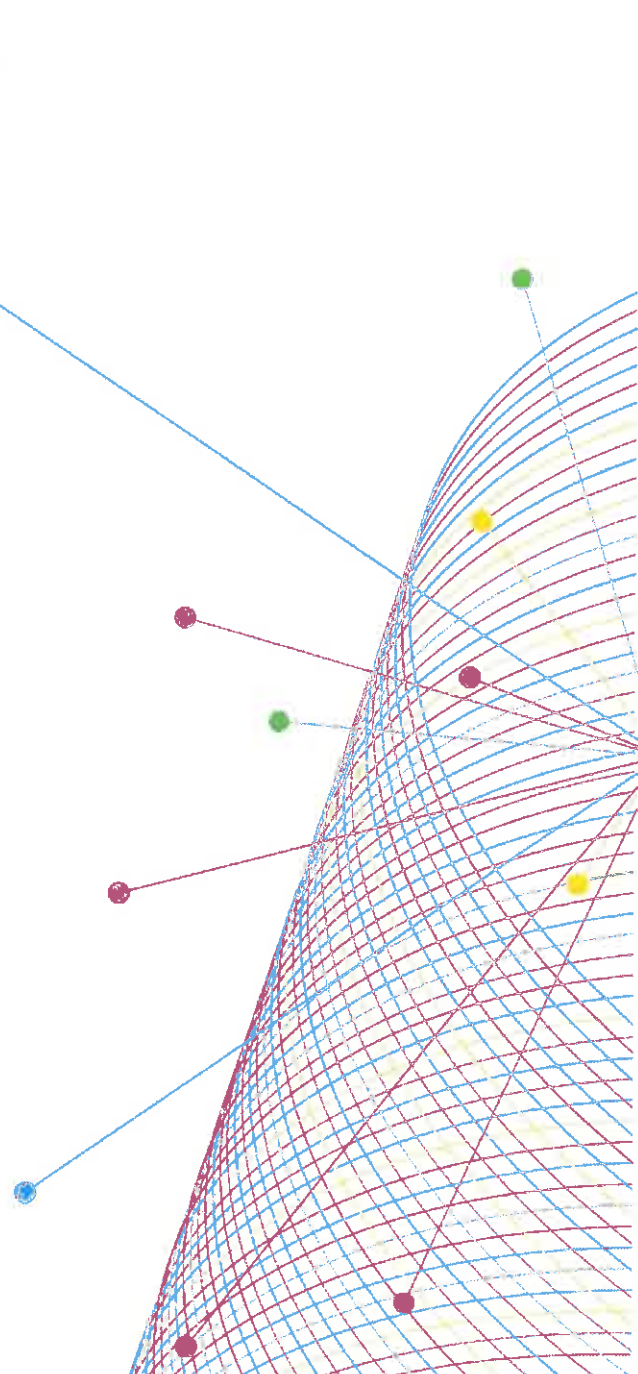
PHONE: 480.717.1220  
SCOTT.HOROWITZ@NIELSEN.COM

**GEORGINA WEBB**

PHONE: 203.975.9000  
GEORGINA.WEBB@NIELSEN.COM

**nielsen**

AN UNCOMMON SENSE  
OF THE CONSUMER™



**City of Lakeland  
(Detroit Tigers)**

FLORIDA DEPARTMENT OF  
ECONOMIC OPPORTUNITY

2018 ANNUAL REPORT

TIGERTOWN SPRING TRAINING FACILITIES



SUBMITTED BY:



# ANNUAL REPORT

## APPLICANT

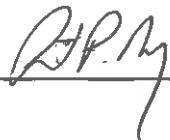
- |                                     |                  |
|-------------------------------------|------------------|
| 1. Name of Applicant:               | City of Lakeland |
| 2. Federal Employee Identification: | 59-600000354     |
| 3. Population:                      | 104,185          |
| 4. County:                          | Polk             |

## CONTACT PERSON

- |                   |  |
|-------------------|--|
| 1. Contact Person | Bob Donahay  |
| 2. Title          | Parks & Recreation Director                          |
| 3. Address        | 228 South Massachusetts Ave,<br>Lakeland, Fla. 33801 |
| 4. Telephone      | 863-834-6089   |
| 5. Fax            | 863-834-6071   |

I certify that the information provided in the 2018 report is true and accurate. I further certify that I represent the City of Lakeland in my representations. Dated this 29th day of August, 2018.

Reporting Signature: \_\_\_\_\_



## COMPLIANCE WITH CRITERIA – ANNUAL REPORT 2018

### Criterion 1:

A detailed accounting of all local and state funds expended to date, as of the date of submission of this report, on the City's Stadium Renovation Project financed under Section 288.11631, F.S. Also, the City must submit a short summary of all local, state, and private funds expended on the City's Stadium Renovation Project as of the date of submission of this report.

#### **Documentation:**

City of Lakeland Project Financial Reports are attached.

### Criterion 2:

*The applicant has a verified copy of a signed agreement with a retained spring training franchise for the use of the facility for a term of at least (20) years.*

#### **Response:**

The City of Lakeland and the Detroit Tigers executed a license agreement dated September 29<sup>th</sup>, 2000, which committed the baseball club to train in Lakeland the Tigertown Facilities for a full 15 year term. That Agreement expired on December 31, 2016. On January 16, 2015, the City of Lakeland and the Detroit Tigers entered into a new Spring Training Facility Lease and Use Agreement which committed the baseball club to train in Lakeland at the Tigertown Facilities for a full 20-year term under the same terms and conditions with an option to renew for one 10-year term.

#### **Documentation:**

A copy of the new Lease Agreement together with the Spring Training Facility Development Agreement, the Interlocal Agreement for Tourist Development Tax Funding between the City and Polk County for Improvements to Marchant Stadium and a copy of the Sponsorship Agreement between the City of Lakeland and Publix Super Markets, Inc., are attached.

### Criterion 3:

A Cost-benefit analysis of the Spring Training Franchise's impact on the City. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study, and contain any other information as timely and reasonably requested by DEO.

#### **Documentation:**

Economic Impact Report of Detroit Tigers Spring Training in Lakeland, Fl., 2018, and a letter of support from Polk County Sports Marketing are attached. Also attached are articles from Spring Training Connection, Florida Sports Foundation and Baseball Digest reflecting attendance totals and rankings.

**Criterion 4:**

A list of all material subcontractors, defined herein as agreements with an estimated cost greater than \$250,000 executed in furtherance of this Agreement.

**Documentation:**

A list of all material subcontractors greater than \$250,000 is attached. (See Joker Marchant Stadium Progress Report)

**Criterion 5:**

Written evidence that the City of Lakeland continues to meet the certification criteria in effect when the City was certified pursuant to Section 288.11631, F.S. (2015).

**Documentation:**

Letter from City Attorney, Tim McCausland, certifying that the City of Lakeland continues to meet certification criteria pursuant to Section 288.11631, F.S.

**Criterion 6:**

Written evidence, including numerical and/or statistical analysis as applicable, that the City is in compliance with Section 288.1167, F.S.

**Documentation:**

Letter from City Attorney, Tim McCausland, certifying that the City of Lakeland continues to meet the certification criteria pursuant to Section 288.1167, F.S.

**Criterion 7:**

A Letter signed by the Mayor of the City of Lakeland certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.

**Documentation:**

Signed letter by Lakeland Mayor Bill Mutz is attached.

**Criterion 8:** Any additional documents or certification as reasonable requested or required by DEO.

**Criterion 9:**

Evidence of the efforts to promote and advertise the facility that have taken place since the last reporting period, in accordance with Section 23 in SB-16-006.

**Documentation:** Articles from Visit Central Florida, Major League Baseball websites, Spring Training on Line, City of Lakeland Facebook posts and from Lakeland Ledger are attached.

## GENERAL INFORMATION

### PROJECT INFORMATION

NAME OF PROJECT	2002 Stadium Renovations at Tigertown
PROJECT LOCATION	2220 North Lake Avenue Lakeland, Florida 33805

### FINANCIAL SUMMARY

State Funds requested:	\$20,000,000
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Local Match:

Polk County Tourist Development	\$20,891,220
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Detroit Tigers-Lease	\$10,600,000
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Local Cash Match	\$13,167,208
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In Kind Match	\$15,911,748
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Total Project Cost:	\$80,570,176
---------------------	--------------

### Brief Project Description

Major renovation and expansion of newly christened Publix Field at Joker Marchant Stadium for a spring training franchise which is vital to Lakeland and the surrounding economy. Such major improvements ensures the continuation of the economic benefits generated through the Detroit Tigers and the Lakeland Flying Tigers for another 20 years, and the enhanced opportunities for year round tourist. and promotional events at the venue.

# Marchant Stadium Improvements

## Marchant Stadium Improvements

### Expenditures

October 2015 - August 2018

Object of Expense	PHASE I	PHASE II
Contractual Services	\$ 38,094,294.16	\$ 488,022.54
Architectural / Design Services	231,000.00	
Equipment - Noncapital	1,546,084.59	
Materials	9,466,035.19	
Travel	2,636.00	
Payroll & Benefits	23,300.23	
Telephone, Communications	80.00	
IT Operations—Network Support	748.32	
PC Rental & Support	870.8	
Berm Pavilion—Publix	2,209,635.00	
All Other Materials & Supplies	50.00	
	<hr/>	<hr/>
	\$ 51,574,734.29	\$ 488,022.54



## FINANCIAL SUMMARY

	Annually	Present Value	Gross Value
State of Florida	\$ 1,000,000	\$13,938,875	\$20,000,000
Polk County Tour-ist Development Council	\$1,044,51	\$13,616,000	\$20,891,220
Detroit Tigers/City of Lakeland	\$530,000	\$10,600,000	\$10,600,000
City of Lakeland In Kind Match		\$22,662,333	\$29,078,956
<b>Total Local Match</b>		<b>\$33,212,333</b>	<b>\$39,678,956</b>
<b>Total Project</b>		<b>\$60,767,208</b>	<b>\$80,570,176</b>

## FINANCIAL SUMMARY

	Annually	Present Value	Interest	Gross Value	Received to date
State of Florida	\$ 1,000,000.00	\$ 13,938,875.00	\$ 6,061,125.00	\$ 20,000,000.00	\$ 1,833,326.00
Polk county Toursit Develc	\$ 1,044,561.00	\$ 13,616,000.00	\$ 7,275,220.00	\$ 20,891,220.00	\$ 2,089,122.00
City Match		\$ 9,445,125.00	\$ 6,466,623.00	\$ 15,911,748.00	
	\$ 2,044,561.00	\$ 37,000,000.00	\$ 19,802,968.00	\$ 56,802,968.00	\$ 3,922,448.00
<hr/>					
Detroit Tigers - Lease	530,000.00	10,600,000.00		10,600,000.00	810,373.83
	530,000.00	10,600,000.00		10,600,000.00	810,373.83
<hr/>					
Detroit Tigers - Furniture		480,613.00		480,613.00	480,613.00
Delaware North Concessions		1,379,279.00		1,379,279.00	1,379,279.00
Berm Pavilion - Publix	250,000.00	2,500,000.00		2,500,000.00	750,000.00
Add'l City match		7,621,373.00		7,621,373.00	
Add'l City match - Bonds		560,943.00		560,943.00	
Field & Dugouts		625,000.00		625,000.00	
	\$ 250,000.00	\$ 13,167,208.00	\$ -	\$ 13,167,208.00	\$ 2,609,892.00
<hr/>					
<b>SUBTOTAL</b>	<b>\$ 2,824,561.00</b>	<b>\$ 60,767,208.00</b>	<b>\$ 19,802,968.00</b>	<b>\$ 80,570,176.00</b>	<b>\$ 7,342,713.83</b>

RECEIVED

SPRING TRAINING FACILITY DEVELOPMENT AGREEMENT FEB 04 2015

City Clerk's Office

THIS SPRING TRAINING FACILITY DEVELOPMENT AGREEMENT is made and entered into on this 16<sup>th</sup> day of January, 2015 ("Signature Date") by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City") whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, and the DETROIT TIGERS, INC., A Michigan Corporation, ("Tigers") whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, collectively called the "Parties" hereto.

WITNESSETH

**WHEREAS**, the City owns and operates a Major League Baseball Spring Training stadium ("Major League Stadium"), training facilities, practice fields, clubhouses and offices, parking facilities and other appurtenances and improvements on a site located at 2301 Lakeland Hills Boulevard, Lakeland, Florida, known as Tigertown or the Joker Marchant Stadium Complex, more particularly described on Exhibit "A"; and

**WHEREAS**, the Tigers own and operate a professional baseball franchise known as the Detroit Tigers, whose operation includes, but is not limited to a Major League Club and Minor League Club and all ancillary operation associated therewith; and

**WHEREAS**, the Tigers and the City are presently parties to that certain Use Agreement dated September 29, 2000 (hereinafter referred to as "Use Agreement") attached as Exhibit "B", wherein the Tigers lease the Joker Marchant Stadium Complex for the purpose of conducting Major League Spring Training and Minor League Baseball operations, which Use Agreement will expire by its terms on December 31, 2016; and

**WHEREAS**, the City and the Tigers have historically had a long term and amicable relationship where the Tigers have conducted Spring Training and other baseball operations in Lakeland for 78 years, becoming a significant part of the fabric of the community of Lakeland, contributing to the economic well-being of the community of Lakeland, and is of considerable value to its citizens; and

**WHEREAS**, the City wishes to induce the Tigers to continue to conduct baseball operations at the Joker Marchant Stadium Complex for an extended period of time and

in order to induce the Tigers to do so, are willing to make substantial renovations and improvements to the facilities at the Joker Marchant Stadium Complex where the Tigers baseball operations are conducted; and

**WHEREAS**, the City and the Tigers wish to provide for an agreement whereby they will agree on the collaborative manner for Improvements to be made, the method of financing any improvements, the process for the design and construction of the Improvements, and the schedule whereby the Improvements will be made all of which shall be memorialized in this Spring Training Facilities Development Agreement (hereinafter referred to as "Development Agreement") which may be amended from time to time by agreement of the Parties, in writing; and

**WHEREAS**, in reliance on the City's agreement and commitment to construct the Improvements, in an amount not to exceed \$37,000,000, the Tigers are willing to enter into a long term agreement for a minimum of twenty (20) years in accordance with the Spring Training Facility Lease and Use Agreement ("Lease Agreement") of even date herewith and attached hereto as Exhibit "C"; and

**WHEREAS**, in addition, the Parties acknowledge that the financing plan for the Improvements shall require the City to issue Bonds which shall provide the necessary funds to pay the costs of the Improvements, which shall be called the Project Bonds, which Project Bonds will require a financial commitment by the City and the Tigers; and

**WHEREAS**, in order to secure financing for the Improvements, the City has entered into that certain Interlocal Agreement with Polk County dated November 15, 2013 and attached as Exhibit "D", which Interlocal Agreement requires Polk County to pay to the City certain proceeds from the Polk County Tourist Development Tax. In addition, the City will seek approval from the State of Florida Department of Economic Opportunity as a certified Spring Training Facility as that term is defined in Florida Statute 288.11631 to provide additional funding to support the Project Bonds; and

**WHEREAS**, the City relies on the intention of the Tigers to enter into the Lease Agreement, so long as the Improvements are constructed, and the Parties wish to memorialize each parties commitments with respect to the matters contained herein; and

**WHEREAS**, the Parties also acknowledge that it is necessary to enter into an extension of the existing Use Agreement that, if necessary will remain in force and effect until the Improvements are substantially completed and the Lease Agreement becomes effective.

**THEREFORE**, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. **DEFINITIONS.** For the purpose of this Development Agreement, the terms:

- a. "**BOC**" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.
- b. "**Commissioner**" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.
- c. "**Development Period**" shall mean the period commencing with the conceptual design of the Joker Marchant Stadium Improvements and terminate upon the occurrence of all or substantially all activities required by this Development Agreement or the Effective Date of the Lease Agreement whichever is earlier. The Parties contemplate that the activities that will occur during the Development Period shall include, but not be limited to, conceptual design and schematics, preparation of financing plans, preparation of construction plans and specifications for permitting of the Improvements, installation of all infrastructure and facilities, selection of and contracting with a construction manager, planning for and issuing bonds to fund the costs of the Improvements, application for and approval as a Certified Spring Training Facility by the Department of Economic Opportunity, and all other activities required to plan, design, finance and construct the Improvements.
- d. "**Escrow Agreement**" shall mean that certain Escrow Agreement of even date herewith and attached hereto as Exhibit "E".
- e. "**Improvements**" shall mean those Improvements more particularly set forth in Section 5.
- f. "**Interlocal Agreement**" shall mean that certain Interlocal Agreement between the City of Lakeland and Polk County dated November 15, 2013 and attached hereto as Exhibit "D".
- g. "**Major League Baseball**" shall mean, depending on the context, any or all of (a) the Office of the Commissioner of Baseball and each other MLB

Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

- h. "Major League Baseball Club(s)" or "Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.
- i. "Major League Constitution" shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.
- j. "Milestone Events" shall mean the significant events on which the parties rely that must occur to facilitate the development, design, financing and construction of the Improvements, more particularly described in Paragraph 3, described as follows:
  - i. Conceptual approval by the City Commission of the City of Lakeland for the work necessary to proceed with a plan to implement the improvements and to enter into a long term lease agreement with the Tigers.
  - ii. Approval by Polk County and the City of Lakeland of that certain Interlocal Agreement for Tourist Development Tax Funding for Improvement for Joker Marchant Stadium dated November 25, 2013 together with any modification or amendments properly authorized and executed thereto.
  - iii. Enactment by the State of Florida of the appropriate legislative act necessary to modify Florida Statute 212.20 (6)(d)(6)(e) to increase available funding amounts and to allow those funding amounts to be paid over a twenty year period and amendments to Florida Statute 288.11631(2)(a)(2) to modify the amount to be reimbursed to

the State by a spring training franchise if the franchise breaches its agreement with the host site as well as Fla. Stat. 288.11631 (2)(c)(2) modifying the certification criteria for an applicant.

- iv. Application for certification by the State of Florida to be a Certified Applicant pursuant to Fla. Stat. 288.11631 no later than April 1, 2015.
- v. Approval by the City Commission of the City of Lakeland of a contract for site design and engineering, architectural design, plan preparation, and permitting with HKS Architects or any other design firm acceptable to the parties for the design of the improvements.
- vi. Approval by the City Commission of the City of Lakeland, and the Detroit Tigers of a Letter of Intent outlining the material business terms of a long term lease agreement and construction of the Project.
- vii. Approval by the City Commission of the City of Lakeland of a contract with a construction manager or managers for the construction of the Improvements.
- viii. Execution of the Modification of Use Agreement in substantially the form attached as Exhibit "F" to become effective according to its terms.
- ix. Approval of final construction drawing for the Improvements by the City and the Tigers.
- x. Issuance of a Notice to Proceed to the Construction Manager to commence construction of the Improvements.
- xi. Approval as a Certified Applicant as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring Training Baseball Franchises no later than January 1, 2016.

- xii. Substantial Completion of the Improvements, and issuance of a partial or temporary Certificate of Occupancy.
  - xiii. Execution of the Lease Agreement.
  - xiv. Issuance of an unrestricted Certificate of Occupancy for the Improvements.
  - xv. Construction Contract and Project Closeout
- k. **"Minor Leagues"** shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.
- l. **"Minor League Season"** shall mean the season of baseball activities commencing at the conclusion of the Spring Training Season and terminating on or about December 31, of each calendar year.
- m. **"MLB Entity"** shall mean each of the Office of the Commissioner of Baseball, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.
- n. **"Spring Training"** shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next season of Major League Baseball.
- o. **"Spring Training Season"** shall be deemed to include that time each year reasonably required for the preparation of the Leased Premises, planning for the start of Spring Training, for additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and a reasonable period for the "winding down" of Spring Training activities by the Tigers.
- p. **"Tigertown Complex" or "The Joker Marchant Stadium Complex"** shall mean the Joker Marchant Stadium and all ancillary practice fields, clubhouse facilities, offices, and all other facilities which support the baseball operation of the Tigers.



2. **USE AGREEMENT EXTENSION.** It is the intention of the Parties that the Use Agreement in effect on the Effective Date, dated September 29, 2000 and attached as Exhibit "B", be extended for a period to commence on December 31, 2016 and terminate upon a date to allow sufficient time for the design and construction of the Improvements to the facility and the execution of the Lease Agreement. In the event that all of the Milestone Events have not occurred by December 31, 2016, the Parties agree that the Modification of Use Agreement shall become effective and shall remain in full force and effect until the Lease Commencement Date. The Lease Commencement Date shall be the date upon which the last Milestone Event has occurred or been waived by written agreement of the Parties. The Modification of Use Agreement is attached hereto as Exhibit "F", and shall be executed concurrently with the execution of this Development Agreement. Prior to its effective date, the Modification of Use Agreement shall be held in escrow by the City Clerk of the City of Lakeland in accordance with the terms of the Escrow Agreement attached hereto as Exhibit "E".

3. **LEASE AGREEMENT.** A fundamental consideration for the City's obligations contained herein, is their intention that the Parties enter into a successor lease and use agreement to ensure that the Tigers continue to conduct baseball activities at the Joker Marchant Stadium Complex for a significant time in the future. Additionally as a fundamental consideration of the Tigers obligations contained herein is their reliance on the City's agreement to design, fund, and construct the Improvements consistent with that consideration. Intending to evidence their respective commitments, the Parties have executed the Lease Agreement attached hereto as Exhibit "C" and incorporated herein by this reference in order to provide the terms and conditions upon which the Tigers will continue to conduct baseball activities at the Joker Marchant Stadium Complex. The Parties agree that the executed Lease Agreement shall be held in escrow by the City Clerk according to the terms of the Escrow Agreement until all of the Milestone Events have occurred, or been waived in writing by the Parties. The occurrence of the issuance of a Certificate of Occupancy for the Improvements set forth as Milestone Event (xiii) is deemed to be the final Milestone Event necessary to commence the Lease Agreement on the Lease Commencement Date whereupon this Development Agreement shall terminate and the Lease Agreement shall become effective.

4. **TERM.** The Term of this Development Agreement shall commence on the Effective Date and terminate on the occurrence of last event required hereunder to be performed or the Lease Commencement Date as that term is defined in the Lease Agreement, whichever is later.

**5. TIGERTOWN COMPLEX IMPROVEMENTS.** In order to induce the Tigers to enter into the Lease Agreement, The City agrees to construct and deliver for the Tigers' full and beneficial use, the Improvements; which shall include:

- a. New Major League Clubhouse and support facilities
- b. Demolition of existing major league clubhouse
- c. New Minor League Clubhouse and support facilities
- d. Renovation and re-purposing of Minor league Clubhouse
- e. New Concourse expansion to create a "360 walk-around" Joker Marchant Stadium
- f. Demolition of existing 3<sup>rd</sup> base pre-stressed bleachers and replacement with stadium seating.
- g. New Stadium Club and seating area on 1<sup>st</sup> base side
- h. Expansion and renovation of Press Box facilities
- i. Relocation of two existing suites
- j. New food service pantry for second level
- k. Relocation of existing Grandstand second level restrooms
- l. New elevator and stair tower
- m. New administrative offices Major and Minor Leagues
- n. New concessions and restrooms at stadium main concourse
- o. New climate controlled team store
- p. Expand left field berm, patio, and seating. Include party deck and outdoor kitchen
- q. Relocate bullpens
- r. Replace Video Board
- s. Expand and remodel existing Visiting Team Locker Room
- t. Replace existing Major League batting Cage across runway
- u. Relocate Parks and Recreation maintenance as required in repurposed buildings.
- v. New Multi-tiered practice field quad observation tower-toilets, office, video review room, and storage
- w. New Walkway Canopy between existing Cafeteria and Dormitory
- x. Renovation of existing food preparation and equipment in Cafeteria
- y. Reconfigure and upgrade walkway between facilities
- z. Replace natural turf on one field with artificial turf
- aa. Evaluate the cafeteria and recreation hall

It is the intention of the Parties that the design and construction of the Improvements be a collaborative effort and each Party agrees to make available the necessary personnel and other resources to facilitate each party's responsibility during

the design and construction phase of the Improvements. The Parties will work collaboratively to include as many of the foregoing Improvements as possible within the budgetary limitations, provided, however, the Tigers shall make all final decisions as to which Improvements are included and the order of construction. Tigers agree to use their best efforts to provide a timely and prompt response to any design approvals submitted.

6. **DESIGN.** The final design plans, when mutually approved by the Parties in writing, and shall thereafter become a part hereof, and shall specifically include a full and reasonably complete description of the physical facilities covered hereunder. The Parties agree that neither Party shall unreasonably withhold nor delay approval of the final design plans. Notwithstanding anything herein to the contrary, the Tigers will have the right to approve the final design plans of the Improvements, including without limitation, the overall layout, space allocation, graphics, materials used, signage, and color scheme that may be incorporated into the Improvements. The Tigers agree that any approvals required by this Development Agreement shall be reviewed in a reasonable time, and that approval shall not be unreasonably withheld.

7. **PROJECT BONDS.** It is acknowledged by the Parties that the City will issue Project Bonds ("Project Bonds") to finance the cost of the Improvements. In order to defease the Project Bonds, the City shall pledge certain non ad valorem revenues that it shall determine, as well as other revenue sources. The City relies on the proceeds pledged under the Tourist Development Tax commitment of Polk County as set forth in the Interlocal Agreement, as well as qualifying for funds made available from the State of Florida to certified Applicants as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring training baseball franchises. The Tigers agree to make good faith efforts to assist and, upon agreement, to execute any documents reasonably necessary to facilitate the issuance of the Project Bonds, and to comply with the requirements of the Team in the Interlocal Agreement in addition to the requirements of Fla. Stat. 288.11631, et. seq.

A. **Modifications.** The Parties recognize that a large portion of the Project Costs for the Spring Training Facility will be constructed with proceeds from the Project Bonds. Accordingly, the Parties agree to take reasonable steps to cooperate in resolving any issues that arise in connection with such Project Bonds to assist the City to qualify the Project Bonds for tax exempt status under federal tax laws, and to use its good faith efforts to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds.

**8. HOLD HARMLESS/INSURANCE.** The Parties agree to and will at all times indemnify, save and hold the other harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including attorney's fees at trial or appellate level, and all court costs arising out of injury to or death of persons and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of the other Party's intentional or negligent conduct. The City agrees to and will at all times indemnify, save and hold the Tigers harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including attorney's fees at trial or appellate level, and all court costs arising out of or in connection with, the design and construction of the Spring Training Facility, including claims brought by any person relating to compliance with federal or state disability laws or requirements. The Tigers acknowledge that any indemnification by the City is limited by law in accordance with the monetary limits set forth in Fla. Stat. 768.28. The City agrees that any contractor or construction manager that it may hire shall provide adequate insurance coverage for their work on the Improvements, naming the City and the Tigers as an additional insureds.

**9. NOTICE.** Any notice required to be given hereunder shall be in writing, and mailed by U .S. Certified Mail, Return Receipt Requested, addressed to the Parties as follows unless a different addressee is later designated by either party under this notice provision:

**For notices to the Tigers:**

Mr. David Dombrowski  
President, General Manager and CEO  
Detroit Tigers, Inc.  
2100 Woodward Avenue  
Detroit, MI 48201-3470

**For notices to the City:**

City Manager's Office  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801  
(863) 834-6268

With a copy to:

City Attorney's Office  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801  
(863) 834-6010

**10. CITY DEFAULT/REMEDIES.** It is understood that the City has agreed to undertake certain obligations set forth in this Development Agreement in order to induce the Tigers not to elect an early termination of the Lease Agreement. It is further agreed that the City will sustain substantial economic damages if the Tigers would fail to fulfill one or more of the obligations set forth herein. Accordingly, the Parties agree that the City shall be entitled to receive the following remedies in the event that one or more of the following defaults shall occur:

**A. Tigers Defaults:** The Tigers shall have defaulted on its obligations set forth herein (individually and collectively referred to as "Tigers Default") if any of the following occurs:

i. The Tigers fail to perform any of the requirements of this Development Agreement or its performance is substantially delayed. In the event that the City may claim a default by the Tigers, they shall provide written notice to the Tigers which notice shall set forth with particularity the nature of the default. The Tigers shall have no less than 30 days in which to cure the default.

**B. City Default Remedies.** Upon the occurrence of a Tigers Default, which has not been cured by the Tigers, the following remedies shall be available to the City:

i. The City may elect, by written notice delivered to the Tigers within sixty (60) days from the date on which a Tigers Default shall have occurred, to terminate this Development Agreement and all obligations of the City under this Development Agreement and under the Lease Agreement which shall be voided and of no further effect; and

**C. Completion Default.** In the event the Tigers fulfill the obligations set forth herein, but the City fails to substantially complete construction of the Improvements by March 1, 2017 or such later date as the Parties shall agree in writing, the City shall have defaulted in its obligation to the Tigers ("Completion Default") which shall result in damages to the Tigers. The Tigers shall have a

duty to act in good faith to mitigate any losses it may experience, and the City shall compensate the Tigers for any losses in net revenues it may experience by reason of a Completion Default and will ensure that the Tigers receive no less net revenue than in the 2016 Spring Training Season. Such compensation shall, in the first instance, come from an assignment of those damages available from the Construction Manager pursuant to Section 2.2.11 of the contract between the City and the Construction Manager for the Improvements, which by execution hereof, the City does hereby assign. In the event the funds from the Construction Manager are not sufficient to cover the Tigers' losses, the City's obligation to compensate the Tigers for lost revenue shall not exceed \$100,000.00 per game affected by the Completion Default.

D. Completion Default Remedies. Upon the occurrence of a Completion Default by the City, the following remedies shall be available to the Tigers:

- i. The Tigers and the City shall reach agreement on how the City in conjunction with the Tigers may provide an alternate site to conduct Spring Training games. The agreement shall also provide the appropriate remedies acceptable to the Tigers. If the Completion Default continues beyond December 31, 2017, the Tigers may terminate this Development Agreement without further penalty.

## 11. GENERAL PROVISIONS.

A. This Development Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for any action shall be Polk County, Florida or the US District Court for the Middle District of Florida, Tampa, and Division.

B. The Parties agree to reasonably cooperate to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Development Agreement, whenever the occasion shall arise and request for such instrument shall be made.

C. The specified remedies to which the Parties may resort under the terms of this Development Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach by either Party of any provision or provisions of this Development Agreement.

D. This Development Agreement and its associated documents contain the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither party has relied on any representation, express or implied, not contained in this Development Agreement or the simultaneous or prior writings heretofore. All prior understandings, terms or conditions are deemed to merge in this Development Agreement, and this Development Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought; provided that no such waiver, change, modification or discharge shall be effective until such time as all necessary approvals have been obtained from Major League Baseball.

E. If any provisions of this Development Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the Development Agreement shall continue in full force and effect.

F. Notwithstanding anything herein to the contrary, the Parties hereto hereby acknowledge and agree that this Development Agreement is subject to the terms of Section 30G of the Lease Agreement, the terms of which are incorporated by reference herein, as if set forth in their entirety herein.

G. A "Force Majeure Event" is any event that (a) restricts or prevents performance by either Party under this Development Agreement, (b) is not within the reasonable control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include, but not limited to, failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, acts of other governmental authorities, civil disturbances, sabotage, or other similar events beyond the affected Party's control, inability to obtain and maintain permits from any governmental authority for the facility (except permits issued by the City or as to which the City has oversight or control), restraint by court order, and changes in applicable federal or state law (excluding laws or ordinances enacted by the City) that affect performance under this Development Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default with respect to any obligation if performance cannot occur due to a Force Majeure Event. Neither Party shall be relieved of its obligations under this Development Agreement solely because of increased costs or other adverse economic

consequences that may be incurred through the performance of such obligations.

If a Party's ability to perform its obligation under this Development Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) business days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate reasonable efforts to remove the cause of the Force Majeure Event or to lessen its effect.

The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than reasonably necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform.

## **12. DISPUTE RESOLUTION.**

A. The Parties agree to attempt to settle any dispute or controversy that may arise between the Tigers and the City regarding any provision or obligation set forth in this Development Agreement by mediation. A mediator will be selected by the Parties who will endeavor to resolve in a mutually satisfactory way, any such dispute or controversy in accordance with the laws of the State of Florida. The Party desiring the mediation shall give written notice thereof to the other Party specifying the specific question or questions to be mediated.

B. If a mediator is unable to satisfactorily resolve the question or questions to be mediated within sixty (60) days of commencing the mediation, the Parties agree to then submit the question or questions to resolution by binding arbitration conducted in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect or such other procedure upon which the Parties may agree.

C. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period.

D. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected arbitrators shall select a third arbitrator.



E. If the arbitrator (or if a panel is selected) feels that he or she requires input from third party consultants, the arbitrator shall be entitled to hire any such consultant provided that such consultant is unbiased and has no relationship with either Party. The cost of the arbitration, including all fees and expenses of the arbitrator, shall be borne or apportioned in accordance with the reward of the arbitrator.

F. Discovery in the arbitration will be conducted in accordance with the Florida Rules of Civil Procedure.

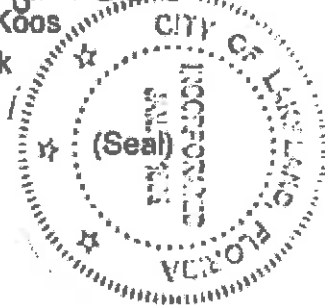
G. After all the evidence has been presented and the hearing has concluded, the arbitrator shall issue an award within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the 16 day of January, 2017.

CITY OF LAKELAND, FLORIDA

ATTEST:

BY: Kelly S. Koos 1-20-15  
Kelly S. Koos  
City Clerk



BY: R. Howard Wiggs  
R. Howard Wiggs  
Mayor

APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney

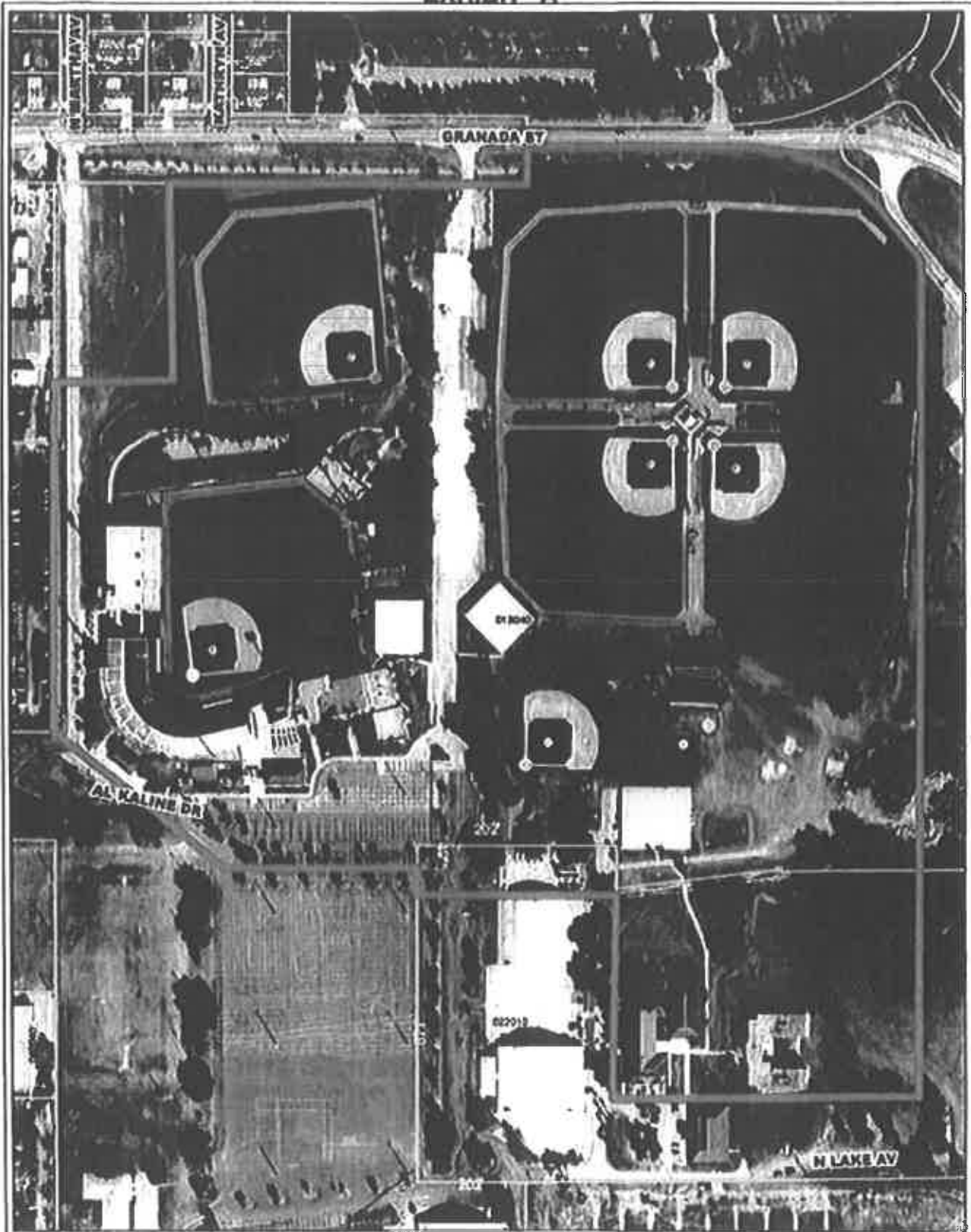
DETROIT TIGERS, INC.

ATTEST:

BY: David Demkowicz

By: [Signature]

EXHIBIT "A"



Tiger Town/Joke Marchant Stadium Renovation Boundary



EXHIBIT "B"

DMC

USE AGREEMENT  
(Detroit Tigers)

THIS AGREEMENT, made and entered into this 29th day of September, 2000, by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club").

WHEREAS, on March 6, 2000, the parties entered into a Use Agreement relating to the use by the Detroit Tigers and the Lakeland Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and Joker Marchant Stadium, which Agreement will expire on December 31, 2003; and

WHEREAS, the City and the Club desire to enter into a new Use Agreement relating to the use by the Detroit Tigers and Lakeland Tigers of Joker Marchant Stadium and related facilities referenced herein, contingent upon the Facilities, as defined herein, being certified as a "facility for a retained spring training franchise" and the City being awarded funds, pursuant to §288.11B2, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained and the further consideration of the payments required to be made by the Club to the City, it is mutually covenanted and agreed by and between the parties as follows:

1. Lease. The City does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Lakeland, Polk County, Florida, commonly known as Joker Marchant Stadium, which shall include the baseball field and grounds, grandstand, bleachers and seating facilities, clubrooms, shower rooms, offices, ticket offices locker facilities, press box, concession stands and equipment, and the facilities commonly known as Tigertown, which includes the John Fetzer Dormitory, Hangar No. 1, the cafeteria, the 5 1/2 baseball diamonds, and the administration offices (collectively referred to as the "Facilities").
2. Term. The term of this Use Agreement shall be for fifteen (15) years, commencing on January 1, 2001 and ending December 31, 2016, subject to the contingency set forth in Section 19, herein below.
3. Major League Team. The Club agrees to bring to the City each year of the term hereof a major league baseball team for its spring training and conditioning program, subject, however, to any restrictions or limitations which may occur or arise by virtue of war, travel restrictions, labor disputes, or the direction of the Commissioner of Baseball. The Club shall utilize its best effort to schedule at the Facilities a maximum number of games with other major league clubs during each spring training season.
4. Use of Premises. The Club shall have priority use of the Facilities during the entire months of February and March and during the first two (2) weeks in April in each year; provided, however, that such use shall not be exclusive and the City's Director of Parks and Recreation may schedule other events, including baseball games, when the use of the Facilities is not required by the Club or its affiliated farm clubs. The Club shall also have the right to



priority use of the Facilities for an additional period not to exceed one hundred and eighty (180) days during each year to conduct post-season training camps, summer clinics and try-out camps. The Club shall give the City's Director of Parks and Recreation (the "Director") not less than three (3) months' written notice of its intent to use same for such additional period.

Additionally, the Club shall have priority use of Joker Marchant Stadium on those dates and during those hours when regular season or play-off home games are scheduled for Lakeland, Florida by the Florida State Baseball League; provided, however, that such use shall not be exclusive and the Director may schedule other events, including baseball games, when the use of the premises is not required by the Club. The Club shall also have the right to priority use of the Facilities for dates reasonably necessary for practice sessions prior to or during the course of the regular baseball season and League play-off games.

In the event that the Club wishes to use the Facilities, in whole or in part, at times or for purposes not delineated above, the Club may request same in writing to the Director, who shall have the absolute discretion to approve or disapprove same, and to prescribe such terms and conditions as may be reasonable or necessary.

The City may use all or any part of the Facilities when not being utilized by the Club.

5. **Maintenance and Repair.** The City agrees to maintain the Facilities in first-class condition for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club, including, but not limited to, such lights and lighting equipment as the Club may determine is necessary for the playing of baseball games at night.

The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Club:

- A. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Club and which wages shall be reimbursed to the City by the Club on a monthly basis upon invoice.
- B. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall be temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.
- C. All actual costs incurred by the City in connection with furnishing labor and materials to maintain the Facilities during the optional one hundred and eighty (180) day period of additional use by the Club.
- D. All actual costs associated with annual operation and maintenance of the cafeteria and Fetzer Hall associated with the Club's use thereof, including equipment, with the exception of permanently installed equipment and fixtures.

- E. The repair of the Facilities occasioned by the negligent conduct of the Club, its agents and employees, reasonable wear and tear excepted. The Club shall also use its best efforts to protect the Facilities when being used and occupied by the Club and employ any necessary security personnel at its own cost and expense.

The City shall also furnish at its expense all utilities, including heat, water and hot water necessary for the club's use of the Facilities, except for gas, which shall be paid for by Club.

6. Obligations of Club. The Club agrees that the Club will furnish, at its cost and expense, all necessary baseball equipment, including batting cages. The City may use the batting cages during the periods that the Facilities are not occupied or used by the Club, provided that the City returns the equipment to the Club in as good condition as when received, or make reimbursement for the value thereof, except for normal wear and tear, damage from fire and acts of God. The Club shall also pay for such reimbursable items as the Club and the City may agree, such as cleaning supplies and equipment and materials specifically required for baseball operations.
7. Rights of Club. Subject to paragraphs 8 and 9, the Club shall have the exclusive right to and complete control of all ticket sales, concession operations, scoreboard/program and sales of all novelties and souvenirs, field and stadium advertising, suite rental and service and all revenue derived therefrom. Placement of field and stadium advertising shall be at the discretion of the Club, subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.
8. (a) Fees. Incidental to the use of the Facilities by the Detroit Tigers, the Club shall pay to the City a rental fee of fifteen (15%) percent of the following:
1. Gross ticket sales receipts from each exhibition game or other event by the Club for which an admission fee is charged.
  2. Gross sales receipts from the sale of all novelties, souvenirs, concessions and stadium advertising.
- (b) Incidental to the use of the Facilities by the Lakeland Tigers, the Club shall pay to the City a rental fee of:
1. Fifteen (15%) percent of gross sales receipts from the sale of all concessions, suite rentals and operations, souvenirs and novelties operations only.
  2. A fee equal to the greater of twelve (12%) percent of gross ticket sales, or \$120.00 per day game/\$160.00 per night game.
- (c) One dollar and fifty cents (\$1.50) per ticket stadium facility charge will be paid to the City and applied to relief of the loan until its obligation is met. At that time, this amount reverts to the Club.

All fees payable pursuant to Sec. 8.(a)1. and 2., 8.(b)1. and 2. and (c) shall be applied to relief of the loan until the obligation is met. The Club's total annual obligation for fees payable pursuant to this Section 8 for any calendar year shall not exceed \$300,000.00.

The term "gross receipts" shall be defined as gross sales proceeds, less deductions for any applicable state, federal or local taxes.

There shall be no payment required with respect to scoreboard/program receipts.

9. **Annual Rent.** The Club shall pay annual rental of Seventeen Thousand (\$17,000.00) Dollars for Tigertown to be paid prospectively on January 1 of each year, with a four (4%) percent discount if paid prior to due date. This amount of money will be placed in the special Tigertown improvements account to be used as directed by the Club for replacement and improvements of minor league facilities.
10. **Payment:** Except for the annual rent and overtime expenses which are paid quarterly, any and all payments required by this Agreement to be made by the Club shall be paid to the City together with a full and final accounting 30 days after the conclusion of the spring training season, the Lakeland Tigers season or other activity. Payment shall be made to the Parks and Recreation Director, City Hall, Lakeland, Florida, or such other person or office designated by the City in writing.
11. **Insurance.** The Club shall maintain adequate liability insurance, designating the City as a named insured, to protect the City from any liability arising from the use of the Facilities by the Club. The minimum limits of such policy of insurance shall be \$500,000.00 for injury to any one person; \$1,000,000.00 for injuries arising out of a single occurrence; and \$100,000.00 for property damage resulting from a single occurrence.
12. **Damage or Destruction.** In the event any of the Facilities shall be damaged by fire or other casualty and such Facilities shall have been insured against such loss by the City, then the entire proceeds of any such policy or insurance shall be paid to the City, free of any claim or right of the Club. The City shall have the right to restore or reconstruct any damaged or destroyed building or premises, and any reconstructed building shall become a part of the Facilities. In the event such portions of the Facilities are destroyed as to render the entire Facilities unsuitable in the Club's judgment for the Club's operation, the Club shall have the right to play elsewhere until such restoration or reconstruction is completed and, if the City neither reconstructs the premises within either 60 days or by October 30 immediately following the destruction, then, in either case at the Club's option, the Club shall have the right to terminate this Agreement by providing written notice and without further obligation or responsibility. In that event, the City shall refund to the Club on a pro rata basis any prepaid rents which may have been made prior to the date of termination.
13. **Taxes.** The Club shall be responsible for and pay any and all sales or other tax incidental to this Agreement. In the event that ad valorem taxes are assessed against the Facilities or any portion thereof as a result of the Club's use of same, the Club shall be responsible for its prorata portion of such taxes.
14. **Termination.** This Agreement may be terminated by either party upon material breach by the other party, upon thirty (30) days' prior written notice, certified mail, return receipt requested (deemed made upon receipt) and failure by the defaulting party to cure the same within said 30 days. In the event that the Club fails to cure any such breach and there remains an outstanding balance on the loan referenced in Section 8 hereof, the Club shall pay the City

\$10,000.00 as liquidated damages, which shall be the City's sole and exclusive remedy as a result thereof.

15. Option. The Club shall have the option to renew this Agreement for an additional term of ten (10) years by giving the City written notice of its intention to renew same not less than one (1) year prior to the expiration of the initial term hereof. The rental imposed during such renewed term shall be the amount agreed upon by the parties hereto prior to the commencement of the renewal.
16. Subcontractors. If any services permitted by this Agreement are subcontracted by the Club, any such subcontractor shall either be included as an additional insured under the Club's insurance policy, or shall file with the City a Certificate of Insurance evidencing compliance with Paragraph 11 hereof.
17. Agreement of City Regarding Revenue. The City agrees to take such action as is necessary under the laws of the State of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations hereunder; provided, however, if the City has not appropriated sufficient funds to enable it to discharge its obligations then, notwithstanding any other provision contained herein, this Agreement may be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated to satisfy the obligations.
18. Assignability/Amendment. This Agreement shall be binding and inure to the benefits of the successors of each of the parties, but it is mutually agreed that this Agreement shall not be assigned by the Club to any person, firm or corporation without the written consent of the City, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, no consent is required in the event that the Club sells its major league franchise rights, said sale is approved by Major League Baseball and the team continues to play its regular season baseball games in the Metropolitan Detroit area.

Any amendment to this Agreement shall not be effective unless in writing and approved by the Office of the Commissioner of Baseball.

19. Covenants Contingent. The parties expressly acknowledge and agree that the mutual covenants undertaken in this Agreement are contingent on presentation by the City to the club of a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to §288.1182, Florida Statutes, from the State of Florida, Polk County and the City of Lakeland, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no less than \$9.5 million which are to be irrevocably committed to the project. This financing plan shall be subject to the approval of the club, which shall not be unreasonably withheld. Further, the club shall have approval of the renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld.



IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

DETROIT TIGERS, INC.

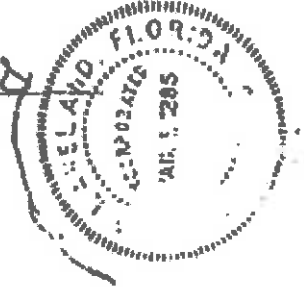
By: John Mahala  
Its: President-CEO

CITY OF LAKELAND, FLORIDA

By: Ralph L. Fletcher  
Its: Mayor

The foregoing was subscribed and sworn to before me this 3 day of November 2000, by John Mahala.

By: Kelly S. Koos  
Kelly S. Koos  
City Clerk



Margaret Gankich  
Notary Public

(Seal)

Notary Public Stamp  
Notary Public Seal

Approved as to Form and Correctness:

By: Joseph P. Mawhinney  
Joseph P. Mawhinney  
City Attorney

(Notary Public Seal)

## **EXHIBIT "C"**

### **SPRING TRAINING FACILITY LEASE AND USE AGREEMENT**

**THIS SPRING TRAINING FACILITY LEASE AND USE AGREEMENT ("Lease") is made and entered into on this 16th day of January, 2015 ("Effective Date") by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida ("City") whose address is 228 S. Massachusetts Avenue, Lakeland, Florida 33801, and the DETROIT TIGERS, INC. ("Tigers") whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, hereinafter referred to as ("Parties"). The Lease Commencement Date as defined in Section 1 hereof is the 16<sup>th</sup> day of January, 2015.**

### **WITNESSETH**

**WHEREAS, the City owns a Major League Baseball Spring Training stadium (the "Joker Marchant Stadium"), together with training facilities, 5.5 practice fields, clubhouse and offices, dedicated parking facilities and other appurtenances and improvements on the site known as the Tigertown site described on Exhibit "A" ("Site") attached hereto (collectively "Spring Training Facility" or alternatively "Leased Premises"); and**

**WHEREAS, the Spring Training Facility being referenced herein was developed and constructed by the City in compliance with all the terms and conditions of the "Spring Training Facility Development Agreement" ("Development Agreement") dated January 16, 2015, entered into by the Parties for the purpose of the planning, design, funding, and construction of the Joker Marchant Stadium Complex Improvements, as that term is defined in the Development Agreement all as set forth in the Development Agreement; and**

**WHEREAS, the Tigers, the sole owner of the Detroit Tigers professional baseball franchise, are willing to engage in Major League Baseball Spring Training in the City, conduct Minor League Baseball activities in the City and to Lease the Spring Training Facility for the Term as defined herein; and**

**WHEREAS, the Tigers desire to occupy the Spring Training Facility pursuant to this Lease commencing with the Spring Training Season for 2017; and**

**WHEREAS**, the lease of the Spring Training Facility and its appurtenances by the Tigers will further improve and promote gainful employment and tourism within the City, provide an economic benefit to the City and generally enhance the economic prosperity of the City, Polk County, and the State of Florida and their residents; and

**WHEREAS**, the City, as the owner of the Spring Training Facility, has the legal authority to enter into this Agreement and the City Commission of the City of Lakeland finds that doing so is for a valid public purpose and is otherwise in the best interest of citizens.

**NOW, THEREFORE**, in consideration of the premises mutual covenants and promises herein contained, the Parties hereto agree as follows:

**INCORPORATION:** The above recitals are incorporated herein by this reference.

1. **TERM.**

This Lease shall become effective and the term of this Lease shall commence on the date on which the Tigers shall enjoy full beneficial occupancy of the Spring Training Facility ("Lease Commencement Date") following the construction of the Improvements, such Improvements more particularly set for on Exhibit "B", and shall extend for a period of twenty (20) years, thereafter (the "Term"). Lease Commencement Date is defined as the date on which the City delivers to the Tigers a facility that is substantially complete and for which a temporary or final official Certificate of Occupancy for the Improvements, has been issued by the City, entitling the Tigers to occupy and enjoy the full beneficial use of the full Spring Training Facility for its intended purposes. The Tigers shall have one (1) separate, consecutive ten (10) year option to extend the Term for a renewal term at its discretion and pursuant to the same provisions hereof. No later than one (1) year prior to the expiration of the Term, the Tigers shall give written notice to the City of its election to extend. During the Term, or any renewal term, the Tigers shall engage in regularly-scheduled Major League Baseball Spring Training and Minor League Baseball Activities exclusively in the City at the Spring Training Facility.

**2. DEFINITIONS.**

**A. For the purpose of this Lease, the terms:**

(i) **"BOC"** shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

(ii) **"Championship Season"** shall mean the regular annual period of play of professional baseball games by the clubs of a professional baseball league, except as to the division series, the league championship series of Major League Baseball or the World Series, resulting in the determination of one of its members as the champion of that league or Major League Baseball.

(iii) **"Commissioner"** shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

(iv) **"Interlocal Agreement"** shall mean that certain Interlocal Agreement between the City of Lakeland and Polk County dated November 15, 2013 and attached hereto as Exhibit "C".

(v) **"Joker Marchant Stadium Complex"** shall mean the Stadium and all facilities used for Baseball Activities.

(vi) **"Lakeland Flying Tigers"** shall mean the minor league baseball team owned and operated by the Tigers, and located in Lakeland, Florida.

(vii) **"Major League Baseball"** or **"MLB"** shall mean, depending on the context, any or all of (a) the BOC and each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

(viii) "Major League Baseball Club(s)" or "Major League Club(s)" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(ix) "Major League Constitution" shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

(iv) "Major League Stadium" shall mean the Joker Marchant Stadium Complex.

(v) "Minor Leagues" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each such league is known individually as a Minor League.

(vi) "MLB Agency Agreement" means the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

(vii) "MLB Approval" shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

(viii) "MLB Entity" shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc.,

The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

(ix) "MLB Governing Documents" shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.

(x) "MLB Rules and Regulations" shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

(xi) "Person" shall mean any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise.

(xii) "Professional Baseball Agreement" shall mean that certain agreement of the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of

Professional Baseball Leagues, Inc., as the same now exists or may be amended, supplemented or otherwise modified from time to time or any replacement or successor agreement thereto.

(xiii) "Spring Training" shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next Championship Season.

(xiv) "Spring Training Season" shall be deemed to include that time each year reasonably required for the preparation of the Leased Premises, planning for the start of Spring Training, for additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League Championship Season, and a reasonable period for the "winding down" of Spring Training activities by the Tigers.

(xv) "Spring Training Territory" shall mean, with respect to the Tigers, that territory (i) within the Tigers Home Television Territory, and (ii) with respect to spring training related rights and benefits set forth in this Lease, in and immediately surrounding the Leased Premises, immediately prior to, during or immediately after the period that the Tiger's Major League Baseball Spring Training games are played, in each case as and to the extent provided for in the MLB Agency Agreement as such territory may be amended from time to time pursuant thereto.

### **3. LEASED PREMISES.**

In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, the City does hereby lease, let, demise, and rent unto the Tigers, and the Tigers do hereby rent and lease the Spring Training Facility, particularly depicted on a Schematic Drawing labeled HKS drawing "Tiger Town/Joker Marchant Stadium Renovations dated May 21, 2014 and attached as Exhibit "D" ("Leased Premises") from City for the following purposes:

- A. Throughout the Term, on a year-round basis, the right to use the Leased Premises on an exclusive basis for any Major League and Minor League Baseball activities or operations, including without

limitation any player rehabilitation programs, player development activities, Instructional League activities and operations, and all other similar events related to the operations of Tigers professional baseball activities; (the foregoing Spring Training, Major League Baseball activities and Minor League Baseball activities collectively defined herein as "Baseball Activities").

- B. Throughout the Term, on a year-round basis, the right to use on an exclusive basis the offices, clubhouse area, the Practice Fields, and other locations (the "Tigers Exclusive Use Areas") as set forth on Exhibit "E" attached hereto and including any other areas on the Leased Premises that may be constructed or renovated following the date hereof which may be designated by the City and the Tigers as included in the Tigers Exclusive Use Areas, but in each case subject to the written approval of the City, which approval shall not be unreasonably withheld or delayed;
- C. Throughout the Term, on a year-round basis, the right to use the Leased Premises for the purpose of sponsoring or conducting non baseball activities, subject to the issuance of any required City permits generally applicable for such activities in the Major League Stadium, such as, by way of example only and without limitation, sponsoring or conducting musical concerts, theatrical performances, or any other event intended for general entertainment purposes ("Tigers Non- Baseball Event").
- D. During the Term and for so long as same has not been terminated by reason of a Tigers Default (as defined below), no professional baseball activities or baseball activities conducted by any organizations, other than Tigers Baseball Activities permitted in this Lease Agreement shall be permitted on the Leased Premises without the prior written consent of the Tigers and the City ; and
- E. Throughout the Term of the Lease, the Tigers shall be granted uninterrupted access to and egress from the Leased Premises and any other improvements from time to time located on the Leased Premises including, without limitation, access to and egress from all areas owned, licensed or otherwise controlled by the City that are reasonably necessary for the Tigers to exercise its rights and



perform its obligations under this Lease, subject only to any rights created by Florida law and to the right of the City during times declared by the State of Florida and the City to be a public emergency, to restrict access, egress and/or use of all or portions of the Leased Premises to serve as temporary staging areas or for such other purposes as the City declares necessary and expedient to protect the public's safety, health and welfare ("City Emergency Use").

**4. PROJECT BONDS.**

It is contemplated by the Parties that the City will issue Project Bonds ("Project Bonds"), in an amount not to exceed \$37,000,000, in order to finance the cost of the Improvements. In order to defease the Project Bonds, the City shall pledge certain non ad valorem revenues, as well as other revenue sources. The City relies on the proceeds pledged under the Tourist Development Tax commitment of Polk County as set forth in the Interlocal Agreement, as well as qualifying for funds made available to certified Applicants as defined by Fla. Stat. 288.11631 for the Retention of Major League Baseball spring training baseball franchises. The Tigers agree to make good faith efforts to assist and to, upon agreement, execute any documents reasonably necessary to facilitate the issuance of the Project Bonds, and to comply with the requirements of the Team in the Interlocal Agreement in addition to the requirements of Fla. Stat. 288.11631, et. seq.

- A. **Modifications.** The Parties recognize that a large portion of the Project Costs for the Spring Training Facility will be constructed with proceeds from the Project Bonds. Accordingly, the Parties agree to take reasonable steps to cooperate in resolving any issues raised to assist the City to qualify the Project Bonds for tax exempt status under federal tax laws, and to exercise its good faith efforts to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds. Notwithstanding the foregoing, the Tigers shall not be required to sign any documents or agree to any modifications that the Tigers determine will have a negative impact on their operations, use of the Spring Training Facility or income.

**5. USE.**

- A. During the Term, the Tigers shall be entitled to peacefully hold and enjoy the exclusive use of the Spring Training Facility for its Major League Baseball Activities and the uses permitted pursuant to Section 3 throughout the Term of the Lease without unreasonable interruption or interference by the City or any person claiming by, through and under the City, except (i) for the City's Emergency Use in accordance with the provisions of Section 3 and (ii) to the extent that concurrent rights to use the Leased Premises may be exercised or granted to others by the City hereunder in accordance with the provisions of this Section 5. The City has the right to use the Leased Premises (excluding the Tigers Exclusive Use Areas) for any City Event. "City Event" shall mean those events sponsored and conducted by the City, following authorization by the Tigers, so long as (a) such use would not interfere with the Tigers Baseball Activities and/or (b) such use would not negatively impact the condition of any playing field on the Leased Premises such that the field condition would no longer meet Major League Baseball standards, and/or (c) such use would not interfere with Tigers Exclusive Use Areas. In any case, the City shall notify the Tigers in writing no less than thirty (30) days prior to any such use and the Tigers shall have a right of first refusal to conduct and manage the event. The Tigers may, in the exercise of their reasonable discretion, object to the use, and/or determine that such use would negatively impact the condition of any playing field on the Leased Premises such that the field condition would no longer meet Major League Baseball standards. If the Tigers deliver a written notification to the City setting forth the reasons for its objections, the City agrees it will not use the Leased Premises for the City Event.**
- B. The Tigers shall advise the City of its intended Spring Training Season schedule as soon as practicable each year following the confirmation of such schedule to enable the City to schedule events on the Leased Premises. Subject to having been made available to the Tigers by Major League Baseball, no later than November 15 of**

any year during the Term, and subject to additional changes required by Major League Baseball, the Tigers shall furnish the City with its final Spring Training exhibition game schedule and any extended use requirements, if any, for the upcoming year.

- C. In connection with use of the Leased Premises for City Events, in no event shall the City use any Tigers property or equipment without the express written consent of the Tigers. The City shall promptly repair or replace any damaged property or equipment owned by the Tigers or its concessionaire if such damage resulted from the City's use or any other third party's use of the Leased Premises to the extent such third party use was authorized or permitted by the City or resulted from the City's negligence.
- D. The Tigers shall serve as the primary scheduler and booking authority for all events at the Major League Stadium and practice facilities. In the event the Tigers wish to use the Major League Stadium for a Tigers Non-Baseball Event outside of a Spring Training Season, the Tigers shall give the City reasonable written notice thereof. If the proposed date of any such proposed Tigers Non-Baseball Event conflicts with a previously scheduled City Event, the City agrees to give consideration to the Tigers request to hold such Tigers Non-Baseball Event. However, the City shall have the exclusive right to allow or not allow the Tigers to use the Major League Stadium for its proposed Tigers Non-Baseball Event.
- E. In the event that the Tigers use the Major League Stadium for a Tigers Non-Baseball Event, the Tigers agree to pay for any physical modifications or necessary restoration to the Major League Stadium to accommodate the Tigers Non-Baseball Event, security, equipment, utility, costs, royalties, fees for performers, advertising and promotional costs.

6. **GAMES PLAYED.**

The Tigers will play each and every one of its regularly scheduled Spring Training home games exclusively at the Spring Training Facility. Such exclusivity shall not include any exhibition games scheduled to be played by

the Tigers following the conclusion of the Major League Baseball Spring Training schedule and prior to the immediate ensuing Major League Baseball Championship Season, or any game approved by the BOC to be played at an independent site where the Tigers shall be designated as the "Home Team" for the purpose of that game.

**7. TICKET SALES.**

The Tigers shall set the Spring Training and Tigers Non-Baseball Events ticket prices, shall manage all ticketing operations, including ticket sales ("Ticket Sales") for Spring Training games, Minor League games, and Tigers Non-Baseball Events, and shall be entitled to receive the Gross Revenues From Ticket Sales collected by the Tigers on an annual basis during the Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Tigers, unless otherwise specified herein.

- A. For purposes of this Lease, "Gross Revenue From Ticket Sales" shall mean the total gross revenues from Ticket Sales less any taxes or charges imposed by any governmental, regulatory or taxing authority generally included in the gross price of the ticket to the purchaser and required to be remitted by the Tigers to the governmental, regulatory or taxing authority and the portion of such receipts from Spring Training game Ticket Sales payable to a visiting Major League Club.

**8. PARKING PROVISIONS.**

- A. The City agrees to provide, or cause to be provided, an adequate number of parking spaces to be located within one-half (1/2) mile radius of the Major League Stadium. The parking plan shall be subject to change at the discretion of the City subject to the approval of the Tigers, such approval not to be unreasonably withheld. In the event the City plans to reconfigure the parking plan in any material fashion from the configuration existing on the Effective Date, the City shall deliver to the Tigers, for the Tigers approval (not to be unreasonably withheld), the proposed revised parking plan at least ninety (90) days prior to the start of the applicable Spring Training Season.

- B. Except as may be otherwise agreed by the Parties in writing, the City reserves the right to operate the parking, and collect and retain all parking fees and related revenues derived from any and all activities conducted at the Spring Training Facility throughout the Term. The City shall be entitled to retain gross parking revenues which are derived from any event or activity undertaken at the Spring Training Facility.
- C. The fees to be charged for all parking at the Spring Training Facility shall be determined by the City, in consultation with the Tigers, and shall be referred to as "Gross Parking Revenues". The Parties shall meet and confer on any intended changes to parking fees.
- D. All public parking areas located at the Spring Training Facility shall be managed and operated exclusively by the City throughout the Term. On an annual basis the City shall remit to the Tigers 20% of all Gross Parking Revenues, for all events that include use of the Major League Stadium along with a written accounting of all such parking revenues (the "Year End Statement").
- E. Audit Right. Provided that the Tigers notify the City in writing on or before the date which is Ninety days (90) days after Tigers' receipt of the Year End Statement of Tigers' intention to conduct an inspection or audit, Tigers and/or Tigers' designee may inspect or audit City's records relating to Gross Parking Revenues for the year that is the subject of such Year End Statement. If such inspection or audit reveals that an error was made in the calculation of Tigers' share of Gross Parking Revenues previously allocated to the Tigers, then the City shall make up to Tigers any underpayment of any such amounts. Tigers shall pay the cost of such audit or inspection unless the results thereof reveal that City understated by five percent (5%) or more the amount of Gross Parking Revenues, in which case City shall pay the cost of such audit or inspection.

9. **CONCESSIONS.**

The Tigers or its designee(s) shall control the sale of all foods, beverages, merchandise, novelties and logo items mentioned below and the like (commonly called "Concessions") on the Leased Premises. The

**Tigers shall be free to contract with a third party to operate such concessions on terms and conditions approved by the Tigers in its sole discretion, so long as the Tigers cause such third party(ies) to conduct such concession operations in accordance with applicable State Laws, City ordinances and regulations pertaining to health and safety standards applicable to the sale of food and beverages to the general public. No tobacco products may be sold.**

- A. The Tigers agree to consult periodically with the City concerning concession and advertising prices. The Gross Revenues From Concessions shall be the sole and exclusive property of the Tigers. "Gross Revenues From Concessions" shall mean total concession revenues from all operations on the Leased Premises, including, but not limited to Spring Training operations, less all taxes and charges imposed by any governmental, regulatory, or taxing authority.**
- B. The Tigers, or its designee(s), may, during the Term, publish and sell or dispense scorecards, yearbooks and novelty items carrying the logo or marks of the Tigers or of any other Major League Baseball Club on the Leased Premises. The revenues derived from such logo items, scorecards and yearbooks, shall be included in the calculation of Gross Revenues from Concessions.**
- C. The Tigers, or its designee, shall be responsible for paying all costs and expenses of concessions operations. As the concessionaire, the Tigers or its designee shall operate the concessions in a manner consistent with applicable industry standards for comparable concession operations, including providing a sufficient number of properly trained concession personnel to provide the concessions to those attending all events held at the Leased Premises. In addition, the Tigers agree to provide (or cause to be provided) a reasonable selection of quality items for purchase by those attending all events at the Leased Premises.**
- D. The City shall notify the Tigers of any City Events for which it desires that the Tigers provide concessions operations no less than fifteen (15) business days prior to the date of such City Event. Except as may be otherwise agreed by the Parties in writing, the**

Tigers will provide such operations for any such City Event requested by the City. The Tigers will negotiate and remit a reasonable percentage of net revenues from concessions to the City.

- E. The City shall purchase and maintain, in good working condition, the fixtures which shall be defined as those pieces of equipment and apparatus that are permanently attached and as may be further identified in final Construction Drawings approved by the Parties.
- F. The Tigers or its designee shall purchase and maintain all equipment reasonably necessary for the operation and sale of concessions for Spring Training events held at the Leased Premises during the Term. Concession equipment and all other equipment acquired by the Tigers (or its designee) shall be the property of the Tigers (or its designee) both during and after the Term. The City acknowledges and agrees that all concessions equipment on the Leased Premises as of the commencement of the Term hereof belongs to the Tigers or its designee.
- G. The Tigers shall maintain standards of cleanliness and product quality consistent with general industry standards and applicable license laws and regulations for comparable concession operations conducted at a Major League Spring Training Facility. The Tigers shall consult annually with the City as to these issues and pricing, and shall give due consideration to the views of the City regarding these issues.

**10. MESSAGE/CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS.**

- A. All revenues received from all advertising, promotions or sponsorships, billboard signage (i.e., outfield fence, concourses and other advertising signage collectively "Advertising Inventory" subject to approval by the City, advertising rights and, without limitation, all rights with regard to the naming of the Spring Training Facility or any part thereof shall be the property of the Tigers, subject to the provisions of this section. Naming rights shall not be subject to termination by the City until the expiration of this Lease and any extensions thereof. Revenue derived from naming rights shall be

shared. If the Tigers are the procuring cause for acquiring a naming sponsor, the revenue shall be shared with 75% share to the Tigers and 25% share to the City. If the City is the procuring cause for acquiring a naming sponsor, the revenue shall be shared with 50% share to the City and 50% share to the Tigers. In the event there are competing offers on the naming rights with similar economic terms the Tigers shall have the right to select the sponsor.

- B. The Tigers shall have the right to sell message center advertising. In no event may either party sell any message center advertising to an entity if the sale of such advertising would cause the Tigers to breach any exclusivity granted to a naming rights or presenting sponsor. The Tigers agree that they will not allow advertising of any products deemed inappropriate by the City.
- C. The Tigers shall provide all reasonable and necessary maintenance and repair of the electronic scoreboard system in a manner acceptable to the City. If required, the City will assist in providing access for trained and qualified technicians.
- D. The City shall use all reasonable, lawful and permissible efforts to assist the Tigers in obtaining any and all permits or licenses required under the laws or regulations of any governmental authority and necessary for the scoreboard message center and billboard or fixed signage advertising. The City shall also not act unreasonably to withhold or delay its approval of any such permits or licenses required under its laws or regulations.

**11. FEEES FROM THIRD PARTIES AND MISCELLANEOUS REVENUE.**

Except for approved City Events, the Tigers shall be entitled to retain any and all fees from third parties for the use of the Spring Training Facility during the Term, as well as any other moneys, without limitation, generated pursuant to other activities not enumerated herein. Use of the Spring Training Facility by other entities shall be subject to an agreement by and between any such entity and the Tigers on terms determined by the Tigers, subject to approval by the City, which shall not be unreasonably withheld or delayed. The Tigers acknowledge and agree that Polk County Sports Marketing is entitled to up to nine (9) event days at the Spring Training



Facility and agree to cooperate to schedule and facilitate such events.

**12. LEASE PAYMENTS.**

As consideration for this Lease and as rent due to the City for the lease of the Leased Premises to the Tigers, the Tigers agrees to pay to the City a guaranteed, base annual lease payment in the amount of Three Hundred Thousand Dollars (\$300,000.00) ("Base Annual Rent") beginning June 1, 2017 and on each anniversary thereof during the Term.

A. **Management Services Fee:** In addition to the rent, as a service fee, the Tigers shall pay to the City Two Hundred Thirty Thousand dollars (\$230,000.00) annually as a Management Services Fee. The Management Services Fee shall be increased every five (5) years by the percentage change in the CPI-U, US City Average, all items not seasonally adjusted 1982-1984 = 100 base year. The City shall be responsible for payment of the Florida Sales Tax of such amount in accordance with Fla. Stat. 212.031 as it may be amended, revised or re-numbered from time to time.

**13. BROADCASTING.**

The Tigers shall retain any and all broadcasting and television rights for any games played by the Tigers (or any Tigers Minor League affiliate) at the Major League Stadium.

**14. OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS.**

**A. OPERATING MAINTENANCE.**

(1) Throughout the Term and except as otherwise expressly provided herein, the City shall, at its sole expense, provide all cleaning, repair and operational maintenance services for the Leased Premises including without limitation the Major League Stadium and practice fields, in conformity with Major League Baseball standards and otherwise consistent with the maintenance standards and practices adhered to by the City in

connection with its maintenance of Joker Marchant Stadium, to the same standard as prior to the Effective Date. For purposes of this Lease Agreement, cleaning, repair and operational maintenance services shall mean those ordinary cleaning, maintenance and repair services necessary to keep the premises in a first-class, and good working and playing condition and are the ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life, including, without limitation, painting, waterproofing and any expenditures that would otherwise be treated as capital expenditures in accordance with generally acceptable accounting principles but become necessary as the result of the City's failure to conduct appropriate operational maintenance services or from ordinary wear and tear. The City shall repair and maintain the exterior of all buildings to include building envelope, painting, roofs, and other exterior maintenance. The City shall also repair and maintain interior electrical, plumbing, and HVAC systems as needed.

- (2) The Leased Premises shall be maintained by the City pursuant to the terms of this Lease and in accordance with Major League Baseball standards, generally. The maintenance of the athletic fields located at the Leased Premises shall include, without limitation, fertilization, irrigation, weed and vegetation control, and pest control shall be done after normal game and practice hours to ensure minimum interruption with Tigers Baseball Activities.
- (3) The Tigers shall be responsible for providing janitorial services, to include paper products for the portion of the facility used exclusively by the Tigers ("Tigers Exclusive Use Areas"). The City will provide clean-up services for the Spring Training Stadium.
- (4) In connection with City Events and any city emergency use, the City shall, at its sole expense, provide all clean up, repair and operational maintenance services for the Leased Premises and shall restore the Leased Premises to the same condition as it was prior to any such City Event.

- (5) The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Tigers:
- a. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Tigers and which wages shall be reimbursed to the City by the Tigers on a monthly basis upon invoice.
  - b. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.

**B. CAPITAL IMPROVEMENTS.**

- (1) The City and the Tigers shall establish an account (the "Capital Improvements Fund") for mutually agreed upon capital improvement projects to benefit the Leased Premises. No later than April 1 of each calendar year during the Term, the City and the Tigers shall contribute funds to the Capital Improvement Fund in accordance with the schedule of contributions to the Capital Improvement Fund as set forth in the attached Exhibit "F".
- (2) The City shall be responsible for and undertake capital improvements to the Leased Premises in accordance with the terms herein and in conformity with high quality industry standards. For purposes of this Lease Agreement, "Capital Improvements" shall mean those improvements that restore an asset or add to its useful life, or relate to assets having a useful life of more than twelve (12) months, in accordance

with generally accepted accounting principles, but shall expressly exclude capital expenditures to concession and novelty equipment, portable concession units, and equipment owned solely by the Tigers. The City shall only undertake those Capital Improvements that have been approved by the Tigers in writing.

- (3) **Fetzer Hall Remodel.** The City shall remodel and upgrade Fetzer Hall in a manner to be determined by the Parties. ("Fetzer Project"). The City shall, in 2017, fund \$400,000 for remodel design costs. In 2018, the City shall contribute up to an additional \$3,600,000 for construction. The City's obligation for the Fetzer Project may be delayed at the discretion of the Tigers. In the event that the actual costs of the Fetzer Project are less than \$4,000,000, the City shall contribute the difference between \$4,000,000 and the actual Fetzer Project costs toward their capital contribution requirement; provided however that this provision shall be the City's only obligation with regard to Fetzer Hall. The funds for the Fetzer Project shall not come from the Project Bond funds.

**16. FIXTURES.**

Throughout the Term, the City shall be solely responsible for providing all fixtures necessary to operate the Leased Premises for purposes contemplated herein except as expressly provided herein with respect to telephones, concession, novelty and all baseball related equipment. In addition, the City shall be responsible throughout the Term for the cost of replacing any fixtures not in good and working order, for which they are responsible and consistent with their obligation under Section 14.

**16. TOURIST PROMOTION.**

The Parties hereto expressly recognize and agree that the City is undertaking substantial financial responsibility to induce the Tigers to continue their use of the Leased Premises for Spring Training. The City and the Tigers agree to develop an ongoing promotional partnership for the purpose of promoting the City of Lakeland and Polk County, as well as promotion of the Tigers Spring Training games and ticket sales

thereof. Accordingly, the Tigers agree to cooperate in good faith with the City in its effort to promote the development and success of Major League Baseball activities in the area. The Tigers shall endeavor in good faith effort to cause personnel and players to participate in a reasonable number of cooperative activities involving the promotion and development of professional baseball in the City during Spring Training.

A. The Tigers shall provide the City and Polk County with advertising and promotional opportunities to be agreed upon by the Parties during each year of the Term:

- (1) The City shall be entitled to one (1) event prior to a Tigers home game at Joker Marchant Stadium, which shall include game tickets and food and beverage service for eighteen (18) guests. The date of such event shall be mutually agreed upon by the Parties but subject to availability as determined by the Tigers in its sole discretion.
- (2) The Tigers will provide the City at no charge the use of a suite (including complimentary parking passes for suite attendees) at the Major League Stadium ("City Suite") for one (1) Major League Spring Training Game to help the City promote tourism, economic development and community goodwill.
- (3) In consideration of the benefits provided herein, the Tigers shall provide the City, at no charge, with fourteen (14) admission tickets (or such other lower number for any game as are actually requested by the City) for each Spring Training game to be used by the City for purposes of promoting City tourism, economic development and/or community goodwill, the location of which shall be at the discretion of the Tigers.
- (4) The Tigers shall give reasonable consideration to providing a limited number of additional Spring Training admission tickets to the City for their business and promotional use.

B. The City shall use reasonable efforts to promote the presence of the Tigers baseball operations by all reasonable methods

incidental to regular tourist promotional activities conducted by the City. In addition, the City shall use reasonable efforts to promote ticket sales for Tigers events at the Major League Stadium. The City's promotion of the Tigers shall be limited to the Spring Training Territory of the Tigers.

- C. The Tigers and the Polk County Visitors and Convention Bureau shall meet on or before November 1st of each year throughout the Term for the purpose of finalizing a mutually beneficial promotional campaign to be jointly undertaken.
- D. The Tigers agree that in connection with Tigers Baseball Activities, it shall make a good faith reasonable effort to rent or encourage visitors to the Spring Training Facility to rent hotel rooms and overnight accommodations from businesses located within the City that are subject to the City Tourist Development Tax.

**17. SERVICES AND PERSONNEL.**

- A. The Tigers (or its designee) shall hire and be responsible and pay for concession, ticketing, advertising, and other personnel necessary to service patrons attending: (1) the Tigers Spring Training games (2) Tigers Baseball Activities, and (3) Tigers Non-Baseball Events presented at the Major League Stadium. Such personnel shall include, but are not limited to, ushers, ticket takers, concession workers, first aid attendants, parking attendants, hired by the Tigers, and other related personnel. The Tigers personnel shall be responsible for maintaining their respective work areas in a neat and orderly fashion.
- B. The City shall provide police/security protection inside and outside the Stadium for Spring Training events during the Term of this Lease Agreement or any renewal terms, in accordance with Major League Baseball requirements. For Tigers Non-Baseball Events and for City Events, the party who sponsors such event shall provide security for such event.
- C. At all times during Spring Training, the Tigers shall be responsible for providing its own private security personnel to staff the Tigers

**Exclusive Use Areas.**

**18. VIOLATION OF LAWS.**

- A. The Tigers shall pay all lawful taxes, assessments, licenses and charges on its operations, and on goods, merchandise, fixtures, appliances, equipment and property owned solely by the Tigers and located on or about the Leased Premises (the "Tigers Assets"). Should any improvements to the Tigers Assets made by the Tigers become subject to taxes, the Tigers agrees to pay any and all lawful taxes, assessments or charges which at any time may be levied by any federal, state, City, city or any tax or assessment levying body (i) against the Tigers, (ii) upon the Leased Premises; (iii) upon any interest in this Lease or any possessory right which the Tigers may have in or to the Leased Premises, or (iv) in the Improvements thereon by reason of the Tigers use or occupancy thereof. Any leasehold improvements shall immediately become property of the City for its public use.
- B. The Tigers shall not in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, City, city or other governmental authority or agency in connection with the use and occupancy of the Leased Premises under the terms of this Lease.

**19. TIGERS ALTERATIONS.**

- A. During the terms of this Lease, The Tigers shall not make any permanent alterations or permanent additions to the physical structure of the Leased Premises without first requesting and obtaining written approval from the City, which approval shall not be unreasonably withheld. The Tigers shall repair or cause to be repaired, any damage to the structures, water apparatus, electric lights, or any fixtures, appliances, furniture, lockers or other appurtenances of said premises, which damages result from any gross negligence or willful misconduct of any of the Tigers, its assigns, agents or employees, and to pay, or cause to be paid to the City, the costs for all reasonable and necessary repairs arising from such gross negligence or willful misconduct; provided, however, that, damage

by the natural elements or ordinary wear and tear shall in no event be the responsibility of the Tigers.

- B. Upon the termination of this Lease, the Tigers shall return to the City all equipment and personal property of the City in the exclusive possession of the Tigers, its assigns, agents or employees. All such equipment and property shall be in good condition, subject to ordinary wear and tear, damage by the natural elements or damage caused by parties other than the Tigers, its agents, assigns or employees.
- C. Immediately prior to and following Spring Training during each year of the Term, the City and the Tigers shall jointly perform an inspection of the Leased Premises that shall include an inventory of all equipment and personal property of the City and the Tigers thereon.

**20. UTILITIES.**

Utilities shall be paid for the facilities with responsibility for their payment as set forth in Exhibit "G". Except as provided therein, the City shall be responsible for the cost of all utilities with respect to the Leased Premises, including but not limited to, electricity, water, sewage, and trash removal that are not billed directly to the Tigers. Notwithstanding the foregoing, the Tigers shall reimburse the City for electrical costs incurred to provide field lighting for any evening games played by the Tigers at the Major League Baseball Stadium during the Term to include Minor League games, and shall be responsible for electricity charges related to the Tigers Exclusive Use Areas. The Tigers will be responsible for the installation and maintenance of all telephone hardware and equipment. All utilities shall be separately metered or allocated between the Tigers and the City in a manner that is acceptable to both parties.

**21. OPERATIONS.**

The Parties hereby agree that the exclusive use of the Leased Premises by the Tigers during the Spring Training Season includes operational jurisdiction over the various service providers, subcontractors, and other persons or entities who may be involved or working at the Leased



Premises, but shall not include operational jurisdiction over any City employees unless expressly agreed by the Parties. Accordingly, the Tigers shall manage the agreed upon operations for the Spring Training games, including ticket sales and distribution of tickets. The Tigers will endeavor in good faith to cooperate with other parties using the Leased Premises, including the City, when managing personnel on the Leased Premises during the Spring Training Season.

**22. ASSIGNMENT/SUBLEASE.**

The rights granted to the Tigers pursuant to this Lease shall not be assigned, except with the prior written consent of the City; provided, however, that any assignment or transfer pursuant to the sale of all or substantially all of the assets and/or ownership interest of the Tigers shall not require City's consent hereunder.

The City shall also have the right to approve any sublessee or sublease agreement, which subleases all or part of the Major League Stadium provided that such approval shall not be unreasonably withheld or delayed.

**23. TAXES.**

The City represents that (1) as of the date hereof, it has and shall continue to have throughout the Term, all ownership interests in the Leased Property, (2) as such, has the full authority to grant the Tigers the rights provided hereunder, and (3) this Lease has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in Lakeland and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest held by the Tigers pursuant to this Lease shall be exempt from ad valorem taxation pursuant to Chapter 196.199, Florida Statutes. If, for any reason during the Term, all or any portion of its leasehold interest or other rights or benefits held by the Tigers under this Lease becomes subject to ad valorem taxation, such tax shall be paid by the City as provided by law.

**24. HOLD HARMLESS/INSURANCE.**

- A. Subject to the limitations as set out in Fla. Stat. 768.28 and Fla. Stat. 252.51, the City shall indemnify, defend, and hold harmless the Tigers and the members, partners, officers, employees, affiliates,

representatives and agents for the Tigers (the "Tigers Indemnified Parties"), from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorneys' fees and court costs, arising out of the use, maintenance or operation of the Leased Premises by the City or any of its designees, approved third party lessees, agents, employees, or contractors, or arising out of the actions, omissions to act, or negligence of the City or any third party using the Leased Premises with permission from or the approval of the City in accordance with its rights hereunder, or the City's breach of any representation, warranty or agreement with the Tigers including, but not limited to, bodily injury, death and/or property damage or any other lawful expense. The City agrees to defend all actions to which such Indemnity applies and to conduct the defense thereof at the City's sole expense and by the City's counsel, which counsel shall be satisfactory to the Tigers, but such approval shall not be unreasonably withheld or delayed. The City may not settle any suit, action or claim to which an indemnification obligation applies without the prior written approval of the Tigers, which approval shall not be unreasonably withheld or delayed.

- B. The Tigers shall indemnify, defend, and hold harmless the City from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorney 's fees and court costs (collectively, "Claims"), to the extent such Claims arise out of the use of the Leased Premises by the Tigers or any of its agents, employees, or contractors (the "Tigers Parties") or to the extent such Claims arise out of the actions, omissions to act, or negligence of the Tigers or any third party using the Leased Premises for professional baseball activities or related events with permission from or the approval of the Tigers in accordance with its rights hereunder, or the Tigers' breach of any representation, warranty or agreement with the City including, but not limited to, bodily injury, death and/or property damage or any other lawful expense. The Tigers agree to defend all actions to which such Indemnity applies and to conduct the defense thereof at the Tigers sole expense and by the Tigers counsel. The Tigers may not settle any suit, action or claim to which an indemnification obligation applies without the prior written approval of the City, which approval shall not be unreasonably withheld or delayed.

C. The Tigers shall maintain insurance with a company or companies reasonably acceptable to the other, which company or companies shall have at least an AM Best rating of A-. The Tigers agree to maintain insurance policies as follows:

- (1) Workers' compensation insurance in an amount not less than is required by Florida law, including Employers Liability with limits of \$1,000,000 per employee for Bodily Injury by disease and \$1,000,000 aggregate for Bodily Injury by disease.
- (2) Commercial general liability insurance with a limit of \$5,000,000.00 or such other greater amount as the Tigers shall determine is reasonably prudent; and Automobile Liability insurance covering all owned, non-owned and hired autos with limits of \$5,000,000 per accident. These limits may be evidenced by any combination of primary and excess coverage.
- (3) The Tigers shall name the City as an additional insured on all commercial general liability insurance policies as required herein. Such additional insured coverage shall be subject to and limited to the Tiger's indemnity obligations set forth in Para. 24(B). The Tigers shall issue certificates evidencing such insurance policy to the City no less than thirty (30) days prior to Spring Training each year.

D. The City of Lakeland is a municipal corporation organized and existing in accordance with the laws of the State of Florida and is a qualified self-insured entity in accordance with Florida law. For policies subject to a self-insured retention, the City shall remain responsible (i.e., contractually liable) to the same extent that an open market insurance carrier would be if self-insurance had not been used. The City of Lakeland will maintain coverage as more specifically provided below:

- (1) Fire, theft and comprehensive coverage for vehicle and equipment damage. This pertains to both City owned as well as that which is owned by others but are under the control and custody of this City through contract or other such formal agreement.
- (2) Comprehensive General Liability covering claims for both bodily

injury and property damage exposures for which the City may be deemed liable. The coverage is \$1,000,000 per occurrence with a \$3,000,000 policy aggregate. Excess liability covering multiple perils is \$4,000,000 per occurrence and \$4,000,000 policy aggregate.

- (3) **Business Automobile Liability** for both bodily injury and property damage exposures for which the city may be deemed responsible. This includes any vehicle being operated under the direction of the City of Lakeland. Auto Liability covers all owned, non-owned and hired vehicles with limits of \$1,000,000 per occurrence.
- (4) **Workers' Compensation coverage** including Employers Liability as required by the State of Florida. In addition the City carries an umbrella policy from its excess Workers Compensation carrier for \$1,000,000 per employee.
- (5) The City shall name the Tigers as an additional insured on all **Comprehensive General Liability and Excess coverage** as required herein and the City shall issue certificates evidencing such coverage to the Tigers no less than thirty (30) days prior to Spring Training each year.
- (6) The City shall provide all risk property insurance including windstorm and flood for the full replacement value of the Joker Marchant Stadium Complex.

**25. FIRE OR OTHER CASUALTY.**

- A. The City shall insure the Leased Premises against damage or destruction by fire or other casualty under an all risk property form applicable to the Leased Premises. The City shall ensure that the Leased Premises are covered for 100% replacement value. If any part of either of the Leased Premises is damaged or destroyed by fire or other casualty insured under the all-risk property form applicable to the Leased Premises, and the Leased Premises are unavailable for more than one (1) Spring Training Season, then the Tigers may terminate this Lease by written notice to the City within one hundred twenty (120) days

after the later date of such damage or destruction or unavailability of the Leased Premises, is known by the Tigers. In the event the Tigers elect to terminate the Lease, each Party shall be entitled to the proceeds of any insurance it has procured, there shall be an abatement of all monies due hereunder, and the Tigers shall be entitled to 50% of any Capital Improvements Fund available as of the date of such damage or destruction. Upon payment of any sums then owing by either Party to the other, the Parties shall be released from all future liability hereunder except for liability under the indemnity provisions hereof, which shall survive termination of this Lease. The Tigers shall provide Fire Legal Liability for damages by fire to the Leased Premises occupied exclusively by the Tigers in the amount of \$100,000.

- B. If the Tigers do not elect to terminate this Lease as a result of damage, destruction or unavailability of either of the Leased Premises, then at its expense, the City shall restore the Leased Premises to as good as condition as existed immediately prior to the damage or destruction and the Tigers shall not be released from any obligations hereunder except that there will be a release from all monetary payments due hereunder for the period of unavailability.
- C. If either of the Leased Premises is damaged or destroyed by fire or other casualty and the Leased Premises are unavailable for less than one Spring Training season during the Term, the City shall promptly repair and rebuild the Leased Premises. In such event, all Tigers obligations hereunder shall be suspended during the period of time for which the Leased Premises are unavailable.
- D. If during any period the Leased Premises are unavailable, the Tigers must find an alternative location for Spring Training, the City shall make reasonable efforts, if requested by the Tigers, to secure a temporary, substitute Spring Training Facility for the Tigers, which satisfies the reasonable needs of the Tigers to conduct Spring Training activities.
- E. Except to the extent provided for in this paragraph or elsewhere in this Lease, neither the monies payable by the Tigers nor any of the Tigers other obligations under any provisions of the Lease shall be affected by any damage to or destruction of the Leased Property by any cause whatsoever.

- F. The City and the Tigers, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands, or rights of indemnity that either of them may have against the other (including all rights of subrogation) arising out of damage to any property, real or personal, resulting from fire or other casualties, no matter what the cause thereof may be. The parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.

**26. DISPUTE RESOLUTION.**

- A. The Parties agree to attempt to settle any dispute or controversy that may arise between the Tigers and the City regarding any provision or obligation set forth in this Lease by mediation. A mediator will be selected by the parties who will endeavor to resolve in a mutually satisfactory way, any such dispute or controversy in accordance with the laws of the State of Florida. The Party desiring the mediation shall give written notice thereof to the other Party specifying the specific question or questions to be mediated.
- B. If a mediator is unable to satisfactorily resolve the question or questions to be mediated within sixty (60) days of commencing the mediation, the Parties agree to then submit the question or questions to resolution by binding arbitration conducted in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") or such other process upon which they may agree, then in effect.
- C. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period.
- D. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected

arbitrators shall select a third arbitrator.

- E. If the arbitrator (or if a panel is selected) feels that he or she requires input from third party consultants, the arbitrator shall be entitled to hire any such consultant provided that such consultant is unbiased and has no relationship with either Party . The cost of the arbitration, including all fees and expenses of the arbitrator, shall be borne or apportioned in accordance with the award of the arbitrator.
- F. Discovery in the arbitration will be conducted in accordance with the Florida Rules of Civil Procedure.
- G. After all the evidence has been presented and the hearing has concluded, the arbitrator shall issue an award within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

**27. SUSPENSION OF PLAY.**

If for any reason beyond the reasonable control of the Parties, including without limitation, as a result of any act of nature or force majeure, national emergency, state of war, or because of a labor strike, lock-out, or other cause of similar nature, the Leased Premises are unavailable for an entire Spring Training Season shall be regarded as suspended for the period of unavailability without liability to either Party, and the Term shall be extended for one (1) additional calendar year so long as the period of unavailability is no more than one (1) Spring Training Season during the Term. If the Leased Premises shall be unavailable for more than one Spring Training Season during the Term, the Tigers shall have the right to terminate the Lease subject to the requirements of Section 30.

**28. NOTICES.**

Any notice required to be given hereunder shall be in writing and shall be deemed received (i) upon actual receipt if sent by overnight delivery by a nationally recognized courier or by the U.S. Postal Services, Express Mail, postage prepaid, (ii) five (5) days after deposit if sent by U.S. certified mail, return receipt requested, or (iii) upon actual confirmed receipt if sent by facsimile copy:

**For notices to the Tigers:**

**Mr. David Dombrowski  
President, General Manager and CEO  
Detroit Tigers, Inc.  
2100 Woodward Avenue  
Detroit, MI 48201-3470**

**For notices to the City:**

**City Manager's Office  
228 S Massachusetts Avenue  
Lakeland, Florida 33801  
(863) 834-6268**

**With a copy to:**

**City Attorney's Office  
228 S Massachusetts Avenue  
Lakeland, FL 33801  
(863) 834-6010**

In addition to the formal notices required by this Lease, the Tigers shall coordinate in good faith its activities hereunder with the City through the City's Director of Parks and Recreation, or such other person as the City Manager may designate from time to time. Pursuant to the notice provision above, it is hereby agreed that the said Director or other, designee is authorized to represent the City with respect to matters covered by this Lease. In similar fashion, the Tigers shall designate one person who shall be authorized to represent the Tigers in such matters. In the absence of the Tigers making a specific designation to the contrary, this person shall be the person named above by the Tigers to receive all notices.



**29. PERMITS.**

The Tigers, at its sole expense, shall comply with all laws, orders and regulations of federal, state and City authorities, and with any directions given by any public officer pursuant to law, which shall impose any duty upon the Tigers with respect to the Tigers use of the Leased Premises. The City shall obtain permits or licenses or take necessary corrective action to ensure the acquisition of any permit directly related to the City's repair, renovation or maintenance of the Leased Facilities and compliance with building codes. The Tigers, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms and conditions of this Lease, and the City, if necessary, will join with the Tigers in applying for all such permits or licenses. To the extent permitted by law, the City will assist and cooperate with the Tigers in securing permits for the operation of the Leased Premises. The City shall also not act unreasonably to withhold its approval of any such permits or licenses required under its laws or regulations.

**30. TERMINATION AND REMEDIES**

- A. The City may terminate this Lease upon sixty (60) days' written notice to the Tigers of any of the following events (collectively hereinafter referred to as the "Tiger Defaults");
- (1) If the Tigers vacate the Leased Premises, or cease to conduct a majority of its Baseball Activities at the Joker Marchant Stadium;
  - (2) If, by order of a competent authority, a receiver, liquidator or trustee of the Tigers or any of its property shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the Tigers shall be adjudicated or determined to be bankrupt or insolvent, or if the Tigers shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;
  - (3) If the Tigers fail to make any payments to the City pursuant

to this Lease within one hundred twenty (120) days following written notice of such payment default, or

(4) If the Tigers breach any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of written notice of such breach delivered to the Tigers; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a reasonable period of time which is acceptable to the City, and the Tigers diligently pursues such cure, the Tigers shall be allowed such agreed upon time period to cure such default.

B. Upon an event of a Tigers Default, the City, shall have any remedy available at law or equity.

C. Termination. Subject to Section 30F, In the event the City should elect to terminate the Lease following a Tigers Default, the City's remedies are as follows:

(1) The City shall have the right to re-enter or repossess the Leased Premises by force, summary proceedings, surrender or otherwise, and may dispossess and remove the Tigers, or any other occupants thereof, without being liable for any prosecution therefor, provided, however, that the City shall have no right to the Tigers assets and the Tigers shall have the right to remove all tigers assets from the Leased Premises.

(2) The City shall have the right to file an action to collect any monetary obligations accrued through the date of termination.

(3) The City shall have the right to re-let the Leased Premises. Should the City incur necessary and reasonable expenses in enforcing its rights hereunder, specifically including reasonable attorney's fees and court costs, said reasonable expenses shall be borne by the Tigers.

(4) Termination Fee. The City shall be entitled to a termination fee

in an amount necessary to pay the unamortized portion of the debt on the Improvements, and to pay debt service on the Project Bonds. The City shall take all steps necessary to relet the Stadium complex and to further mitigate damages that it may incur as a result of a Termination by the Tigers.

(5) The Tigers shall remit to the State of Florida any payments required by Fla. Stat. 288.11631.

- D. In addition to any other remedies available to it as provided herein or at law or equity, the Tigers may terminate the Lease upon thirty (30) days' written notice to the City of a breach by the City of any material provision, agreement or obligation hereunder ("City Default") that is not cured within sixty (60) days of notice of such breach; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a Reasonable period of time which is acceptable to the Tigers, and the City diligently pursues such cure, the City shall be allowed such agreed upon time period to cure such default. Following the termination of this Lease by the Tigers, the Tigers shall be relieved of all liabilities and obligations accruing after the effective date of termination.
- E. In the event of a City Default, and in addition to the remedy permitted by Paragraph (D) above or at law or equity, the Tigers are granted the remedy of "Self Help" to be exercised at its sole and exclusive discretion, by taking such action as the Tigers deems necessary to cure such default, and the City shall, upon demand made by the Tigers, reimburse the Tigers for the cost of curing such City Default, plus an administrative fee equal to ten (10) percent of the cost to the Tigers to cure such default. In the event the City fails to reimburse the Tigers for the cost of curing the City Default within thirty (30) days from demand for payment by the Tigers, the Tigers may deduct such amount from the Base Annual Rent payable under this Lease, or from any other sums due the City hereunder. The taking of actions by the Tigers to mitigate a City Default shall not be deemed a cure of such default.
- F. Notwithstanding anything to the contrary herein, under no

circumstances may the Tigers rights to use the Leased Premises be terminated between January 1st and April 30th of any year during the Term

**31. GENERAL PROVISIONS.**

**This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue for claim shall be Polk County, Florida or the U.S. District for the Middle District of Florida, Tampa Division.**

- A. The covenants, terms, conditions, provisions and undertakings in this Lease, or in any renewals thereof, shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the respective Parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto it shall be held to include and apply also to the heirs, personal representatives, executors, administrators, successors and assigns of such Party as if in each and every case so expressed.**
- B. The Parties agree to execute and deliver any instruments in writing, which are necessary to carry out any agreement, term, condition or assurance in this Lease, whenever the occasion shall arise and request for such instrument shall be made.**
- C. The specified remedies to which the Parties may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties maybe lawfully entitled in case of any breach or threatened breach of any provision or provisions of this Lease.**
- D. This Lease and any exhibits attached hereto contain the entire Agreement and understanding between the Parties and is a complete and exclusive statement of the terms thereof. Except for any conditions or terms contained in the Spring Training Facility Agreement (defined above) that are unsatisfied as of the effective date of this Lease, this Lease shall supersede all prior oral and written understandings or agreements, terms or conditions relating to**

the Leased Premises, and neither Party has relied on any representation, express or implied, not contained in this Lease or the simultaneous or prior writings heretofore. Any amendment or modification of this Lease may not be changed or supplemented orally, but shall be in writing and signed by the Parties. This Lease may not be amended, supplemented or otherwise modified, and no provision of this Lease may be waived, unless all necessary MLB Approvals have been obtained in advance thereof.

- E. Each of the Parties represents and warrants that as of the date hereof and throughout the Term (1) it has all requisite authority to enter into this Lease and to perform its obligations hereunder, (2) that the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of such Party, and (3) upon due execution and delivery by such part, constitutes a legal, valid and binding obligation of the part, enforceable against such Party in accordance with its terms.
  
- F. If any term or other provision of this Lease is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Lease shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify the Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.
  
- G. Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by the Tigers hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the City is

granted rights is limited to, and nothing herein shall be construed as conferring on the City rights in areas outside of, the Spring Training Territory of the Tigers. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entities.

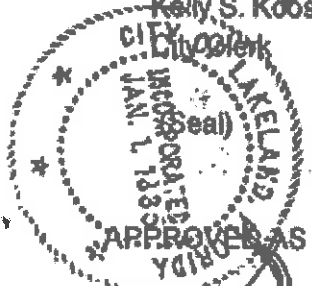
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and their respective seals to be hereunto affixed, the day and year first above written.

CITY OF LAKELAND, FLORIDA

ATTEST:

BY: Kelly S. Koos 01-20-15  
Kelly S. Koos  
City Clerk

BY: R. Howard Wiggs  
R. Howard Wiggs  
Mayor



APPROVED AS TO FORM AND CORRECTNESS:

BY: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney

DETROIT TIGERS, INC.

ATTEST:

BY: David J. [Signature]

By: [Signature]

**EXHIBIT "D"**

**INTERLOCAL AGREEMENT  
FOR TOURIST DEVELOPMENT TAX FUNDING  
FOR IMPROVEMENTS TO  
JOKER MARCHANT STADIUM**

**THIS INTERLOCAL AGREEMENT ("Agreement") is entered into as of the Effective Date (hereinafter defined) by and between the City of Lakeland, Florida, a Florida municipal corporation (the "City"), and Polk County, a political subdivision of the State of Florida (the "County"), their respective successors and assigns (the City and the County may sometimes be referred to herein collectively as the "Parties").**

**WITNESSETH**

**WHEREAS, Florida Statutes, Section 163.01, the Florida Interlocal Cooperation Act of 1969 (the "Cooperation Act"), at Subsection 163.01(4), provides that public agencies of the State of Florida, which by definition include cities and counties, may exercise jointly with any other public agency of the State of Florida any power, privilege, or authority which such agencies share in common, and which each might exercise separately, by contract in the form of an interlocal agreement; and**

**WHEREAS, the City is the owner and operator of The Joker Marchant Stadium Complex, a public facility located at 2301 Lakeland Hills Boulevard, Lakeland, Florida 33805 that is comprised of Joker Marchant Stadium, Two Batting Cages, Weight Room, Major League Locker Room, Minor League Clubhouse, Fetzer Hall Dormitories, Cafeteria, and Recreation Hall, Tigers Administration Building, 5.5 Practice Fields, Bunting and drills field, Long mounds, Maintenance and Storage Building (the "Complex"); and**

**WHEREAS**, the Complex is a "professional sports franchise facility" and a "retained spring training franchise facility" within the meaning of Section 125.0104(3)(f)1, Florida Statutes, and a "Facility" within the meaning of Sections 288.11621(1)(d) and 288.11631(1)(d), Florida Statutes, in that the Complex has been the spring training home of the Detroit Tigers major league baseball team since 1966 and is the home of the Lakeland Flying Tigers minor league baseball team (the Detroit Tigers major league baseball team and the Lakeland Flying Tigers minor league baseball team shall collectively be referred to as the "Team"); and

**WHEREAS**, the City intends to undertake a project for the renovation and expansion of the Complex as more particularly described in Section 4.2 (collectively, the "Improvements") in order to induce the Team to extend their current lease or enter into a new lease with the City for an additional twenty (20) year period, and, in connection therewith, will apply for State funding for renovation of a spring training facility pursuant to Section 288.11631, Florida Statutes for the purpose of funding a portion of the Improvements; and

**WHEREAS**, the Improvements by the City comply with and will further the purposes of the County's plan of tourist development devised in accordance with Section 125.0104(4), Florida Statutes; will promote the influx of tourists to the City and the County, and thereby benefit the local economy; and will be of substantial benefit to the entire City and County; and

**WHEREAS**, it is the purpose and intent of the Parties, this Agreement, and the Cooperation Act to permit the City and the County to make the most efficient use of their respective powers, resources and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby to provide for the Improvements in the manner that will best



accord with the existing resources available to each of them and with the geographic, economic, population and other factors influencing the needs and developments within their respective jurisdictions; and

**WHEREAS**, it is the purpose of the Cooperation Act to provide for a means by which the City and the County may exercise their respective powers, privileges and authorities which they share in common and which each might exercise separately; and

**WHEREAS**, the City has committed to incur all or a portion of the Indebtedness (hereinafter defined) for the Improvements, and the County has elected to pledge a portion of the revenues from its tourist development tax, authorized by Section 125.0104, Florida Statutes (the "Tourist Development Tax"), in the amounts set forth in Section 3.2, to pay a portion of the Indebtedness, all in accordance with the intent and purposes of the Cooperation Act permitting local governments to, among other things, provide from their treasuries the financial support for the purposes set forth in Interlocal agreements; and

**WHEREAS**, the City and the County have ascertained that the method or formula for equitably providing for and allocating and financing the capital costs for the Improvements and the payment of the Indebtedness therefor, including payments to reserve funds and payments of principal and interest on obligations as established by the Parties, are reasonable on the basis of the amount of services rendered or to be rendered, benefits received or conferred and on all other equitable bases; and

**WHEREAS**, in order to induce the Team to extend their current lease or enter into a new lease with the City for an additional twenty (20) year period the County deems it proper and appropriate to pledge a portion of the Tourist Development Tax to pay a portion of the Indebtedness, as more specifically set forth herein; and

WHEREAS, the City and the County wish by this Agreement to provide for the terms and conditions of the commitment of the City and the County created hereby and to secure the payment of the Indebtedness, in order to further the purposes stated herein.

NOW, THEREFORE, in consideration of the promises, mutual covenants and conditions contained herein, the Parties agree as follows:

**SECTION 1: Recitals**

The above recitals are true and correct and incorporated herein.

**SECTION 2: Authority**

This Agreement is entered into pursuant to the provisions of Section 163.01, Florida Statutes; Chapter 166, Florida Statutes; Chapter 125, Florida Statutes; and other applicable provisions of law.

**SECTION 3: Covenants and Obligations of the County**

3.1 Subject to the terms and conditions of this Agreement, the County does hereby covenant and pledge a portion of the fourth percent of the Tourist Development Tax for the purposes provided herein, for a term of twenty (20) years. In order to finance the Improvements, the City shall issue bonds, amortized over a twenty (20) year period, in the approximate amount of \$37,000,000.00 (the "Indebtedness"). The City shall issue all such bonds in a one-time, single issuance, and the Parties expressly acknowledge and agree that this Agreement, and the County's obligations hereunder, shall not apply to any bonds issued by the City following such initial issuance, whether issued in connection with the financing of the Improvements or not; provided, however, this provision shall not operate to limit either Party's rights under Section 4.6 of this Agreement.

3.2 The County shall make a single annual payment to the City, commencing September 30, 2017 and every September 30th thereafter in an amount equal to the lesser

of: (i) 39.4% of the actual amount of principal and interest due on the Indebtedness for that particular year; or (ii) the amount of annual principal and interest necessary to defease a principal amount of \$14,560,000.00, over a twenty (20) year term, at a maximum interest rate of 4.5%. Such annual payments by the County shall be applied toward payment of the Indebtedness, and the County shall make such annual payments to the City until the County's obligation under this Agreement is satisfied, or sooner terminated. The annual payment shall represent both principal and interest on the County's portion of the Indebtedness as set forth on the Estimated Bonded Debt Amortization Schedule shown in Exhibit "A" attached hereto and incorporated herein. Exhibit "A" is provided for illustration purposes only and shall not be construed as adding to or limiting the obligation of the Parties pursuant to this Agreement. Upon the issuance of the Indebtedness, the actual amortization schedule for the Indebtedness shall be used to calculate the annual payments due and shall be incorporated into this Agreement as an addendum. The Parties agree that the sum of all annual principal payments provided by the County herein will not exceed \$14,560,000, nor constitute more than 39.4% of a total project cost of at least 37,000,000.

3.3 On any annual payment date, the County may elect to terminate its obligations under this Agreement by paying to the City an amount equal to the County's share of the unpaid principal amount due on the Indebtedness through maturity of this Agreement.

3.4 With the exception of those revenues previously pledged for improvements to the Lakeland Civic Center, the County covenants and agrees to apply the annual revenues derived from the fourth percent of the Tourist Development Tax up to the annual proportionate share of the limits set forth in Section 3.2 to satisfy its annual payment

obligations under this Agreement prior to applying said revenues to any other purpose. The Parties acknowledge and agree that all surplus funds generated annually from the fourth percent of the Tourist Development Tax in excess of what is necessary to satisfy and discharge the County's annual obligations hereunder, including any carried over amount from the prior year, if any, as set forth below, may be utilized by the County for any purpose authorized by Section 125.0104(3)(l), Florida Statutes. In the event the revenue generated from the fourth percent of the Tourist Development Tax is insufficient in any given fiscal year for the County to meet its obligations hereunder, then the County shall carry the shortfall forward so that it becomes due and payable with the next annual payment. In the event full payment has not been made at the end of the twenty year financing period provided herein, the Parties agree that this Agreement, and the County's obligation to make payments hereunder, shall be extended for such additional period of time as is necessary for the County to make full payment to the City.

**SECTION 4: Covenants and Obligations of the City**

Subject to the terms and conditions of this Agreement, the City does hereby covenant and agree as follows:

4.1 In order to finance the Improvements, the City shall proceed with all steps necessary to obtain financing and related costs for the Improvements, and shall diligently pursue completion of the Improvements being financed with the proceeds of the debt instrument(s);

4.2 The City shall apply for State incentive funding for renovations for a spring training franchise facility pursuant to Section 288.11631, Florida Statutes, and the City shall use the proceeds of such funding for the sole purpose of financing a portion of the costs of the Improvements by servicing the debt obtained to finance the Improvements as

indicated in Section 4.1;

4.3 The City shall apply the proceeds from any lease or financial revenue sharing agreement with the Team for the funding of the Improvements to service the debt obtained to finance the Improvements as indicated in Section 4.1; provided, however that this provision shall not apply to any leases entered into for improvements or uses which are not in whole, in part, or in any manner materially associated with the Improvements for which the County funds are intended and which are governed by this Agreement. The Improvements shall consist of:

- a. New Major League Clubhouse and support facilities
- b. Demolition of existing major league clubhouse
- c. New Minor League Clubhouse and support facilities
- d. Renovation and re-purposing of Minor league Clubhouse
- e. New Concourse expansion to create a "360 walk-around" Joker Marchant Stadium
- f. Demolition of existing 3<sup>rd</sup> base pre-stressed bleachers and replacement with stadium seating
- g. New Stadium Club and seating area on 1<sup>st</sup> base side
- h. Expansion and renovation of Press Box facilities
- i. Relocation of two existing suites
- j. New food service pantry for second level
- k. Relocation of existing Grandstand second level restrooms
- l. New elevator and stair tower
- m. New administrative offices Major and Minor Leagues
- n. New concessions and restrooms at stadium main concourse

- o. New climate controlled team store**
- p. Expand left field berm, patio, and seating. Include Party Deck and outdoor kitchen**
- q. Relocate bullpens**
- r. Relocate Video Board**
- s. Expand and remodel existing Visiting Team Locker Room**
- t. Replace existing Major League batting Cage across runway**
- u. Relocate Parks and Recreation maintenance as required in repurposed buildings**
- v. New Multi-tiered practice field quad observation tower-toilets, office, video review room, and storage**
- w. Demolition of Hanger #3 replace with secured parking**
- x. New Walkway Canopy between existing Cafeteria and Dormitory**
- y. Renovation of existing food preparation and equipment in Cafeteria**
- z. Reconfigure and upgrade walkway between facilities**
- aa. Replace natural turf on one field with Artificial Turf.**

**4.4 The City shall be obligated to pay and shall satisfy any remaining obligation in conjunction with the Indebtedness as indicated in Section 4.1, with no additional contribution from the County except as specifically provided in Section 3;**

**4.5 The City covenants and agrees not to mortgage, sell, dispose of, transfer or otherwise convey any interest in the Complex during the term of this Agreement without the written consent of the County and any proceeds from any such disposition shall first be applied against the Indebtedness;**

**4.6 The City covenants and agrees not to modify or amend any of the debt**

instruments secured in connection with the financing of the improvements in any manner which would shorten, lengthen, enlarge or modify the obligations of the County hereunder, or to refund any bonds without prior written consent of the County; and in the event such modification or amendment is made which reduces the total debt service payment on the indebtedness, then the County's share of the debt service obligation shall be reduced proportionately;

4.7 The City shall prepare the annual payment calculations based upon the actual amortization schedule as described in Section 3.2 and submit a written copy of such calculation to the County on or before August 1 immediately preceding each required annual payment date; and

4.8 As consideration for the County's pledge made herein, the City shall permit the County to use the Complex, or portions thereof, for not more than four (4) special events per year during the term of this Agreement, which events shall not exceed a maximum of nine (9) days per year, collectively, and shall not conflict or interfere with the activities of the Team. The County agrees to reimburse the City for its reasonable staff and maintenance costs incurred as a result of the County's use of the Complex.

#### **SECTION 5: Conditions**

The Parties acknowledge and agree that the County's performance under this Agreement is contingent upon the following conditions:

5.1 The City must receive written acknowledgment from the State of its award of not less than \$20,000,000 of incentive funding pursuant to Section 288.11631, Florida Statutes, as further described in Section 4.2. The City shall provide a copy of such acknowledgment to the County within five (5) business days of receipt. In the event the City is unable to secure such funding, this Agreement shall be *void ab initio*, the County

shall have no obligation hereunder, and any payments made by the County to the City pursuant to this Agreement shall be immediately returned to the County in full; and

5.2 The City must enter into an agreement with the Team for the lease of the Complex for a term of not less than twenty (20) consecutive years (the "Lease"). The City shall provide a copy of the fully executed Lease to the County within five (5) business days of full execution. In the event the Lease is not executed for any reason, whether through any fault or no fault whatsoever of the City, this Agreement shall immediately terminate and be of no further force or effect, and the County shall have no further obligation hereunder. In the event that the Lease is terminated by the City or the Team, or the Team relocates its home spring training games or the Lakeland Flying Tigers home games to another location prior to the completion of the Lease term (individually, a "Default Event" and collectively, the "Default Events"), then the County shall have the right to terminate this Agreement by providing written notice thereof to the City, and, in such event, the County shall have no further obligations hereunder; provided, however, that if the Lease is terminated through no fault of the City, then prior to the County terminating this Agreement, the City shall be permitted to pursue the enforcement of its remedies under the Lease for a period not to exceed 24 months from the date of the Lease termination (the "Enforcement Period"). If during the Enforcement Period the County determines in its reasonable discretion that the City is not diligently pursuing its Lease remedies, or if the Enforcement Period expires and any of the Default Events remain uncured, then the County shall have the right to terminate this Agreement effective immediately. Within sixty (60) days from the date of such termination, the City shall reimburse the County in full for any principal and interest payments made by the County pursuant to Section 3.2, from the date on which the Default Event(s) first occurred through the date this Agreement



is terminated. Said reimbursement to the County by the City shall also include interest on all the debt service payments from the date the County makes such payments, to the date this Agreement is terminated. Such interest shall accrue at the annual average rate of the State Board of Administration's Florida Prime 30-day average yield for the months of October through September of the previous fiscal year.

**SECTION 6: No Lien on Nor Pledge of Ad Valorem Revenues**

The pledge of the City and the County, respectively, as set forth herein, shall not constitute nor create a lien, either legal or equitable, on any of the City's or the County's respective ad valorem revenues or funds. Neither the City nor the County shall ever be required to levy ad valorem taxes on any property within its respective boundaries to pay their respective shares of the debt service payments or any other payments provided herein.

**SECTION 7: Indemnification**

Without waiving sovereign immunity pursuant to Section 768.28, Florida Statutes, each party will indemnify the other from and against any and all claims, demands, causes of action, losses, damages, penalties and expenses, including attorneys' fees, arising from or incurred because of any loss or damage sustained as a result of the indemnifying party's failure to comply with the provisions of this Agreement, to the extent permissible by Florida law. Nothing herein shall be deemed a waiver, express or implied, of either party's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

**SECTION 8: Term**

Unless extended by mutual written agreement of the Parties, or unless otherwise provided in this Agreement, this Agreement shall expire when the County's financial

obligations as set forth in Section 3 have been satisfied.

**SECTION 9: Effective Date**

Pursuant to Section 163.01(11), Florida Statutes, this Agreement shall become effective upon the filing of the fully executed Agreement with the Clerk of the Circuit Court for Polk County, Florida.

**SECTION 10: Notice**

Any notice or correspondence required under this Agreement shall be provided to the other party by personal hand delivery, by recognized overnight courier service, postage prepaid, or by certified mail, return receipt requested, to the other party at the address set forth below:

Polk County, Florida  
County Manager's Office  
P.O. Box 9005, Drawer CA01  
Bartow, Florida 33831

City of Lakeland, Florida  
City Manager's Office  
228 South Massachusetts Avenue  
Lakeland, Florida 33801

**SECTION 11: Third-Party Rights**

Nothing in this Agreement is intended, nor shall be construed, to confer any rights or benefits upon any party other than the City and the County.

**SECTION 12: Assignment**

Neither this Agreement nor any interest herein may be assigned, transferred, or encumbered under any circumstances.

**SECTION 13: Severability**

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not

contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

**SECTION 14: Controlling Law / Members of the City and County Not Liable**

All covenants, stipulations, obligations and agreements of the County and the City contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the County and the City, respectively, to the full extent authorized by the Cooperative Act and provided by the Constitution and the laws of the State of Florida. No covenant, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the governing body or agent or employee of the City or the County in its, his, her or their individual capacity and neither the members of the governing body of the City or the County nor any official executing this Agreement shall be liable personally or shall be subject to any accountability by reason of the execution by the City or the County of this Agreement or any act pertaining hereto.

**SECTION 15: LIMITATION OF LIABILITY**

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE COUNTY WHETHER BASED IN CONTRACT,

**COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION,  
INDEMNITY OR OTHERWISE.**

**SECTION 16: Governing Law and Venue**

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, Tampa Division.

**SECTION 17: Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

**SECTION 18: Waiver**

A waiver by either the County or the City of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**SECTION 19: Annual Appropriations**

The City acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein

contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this Agreement is contingent upon annual appropriation.

**SECTION 20: Entirety of Agreement**

The Parties agree that this Agreement sets forth the entire understanding between the Parties as to the subject matter contained herein, and that there are no promises or understandings between the Parties other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the City and the County pertaining to the matters stated herein, whether written or oral.

**SECTION 21: Amendment**

This Agreement may not be modified, added to, superseded or otherwise altered unless such modifications, additions or other alterations are evidenced in writing signed by both the County and the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature.

ATTEST:  
Stacy M. Butterfield, Clerk

By: Kim Hancock  
Deputy Clerk

Reviewed as to form and legal sufficiency:  
Sandra B. Houder 11/5/13  
County Attorney's Office Date

POLK COUNTY, a political subdivision of the State of Florida

By: Melony Bell  
Melony Bell, Chairperson  
Board of County Commissioners

Date: 11.5.13



ATTEST:

[Signature]  
Kelly B. Koos, City Clerk  
Michael C. Brassard  
Acting City Clerk

Reviewed as to form and correctness:  
[Signature]  
Timothy J. McCausland, City Attorney  
Date: 11/27/13

CITY OF LAKELAND,  
a municipal corporation of the State of Florida

By: [Signature]  
Gow B. Fields, Mayor

Date: 11/25/13



**EXHIBIT "A"**

**Estimated Bonded Debt Amortization Schedule**

1. The annual debt service obligations of the County, commencing September 30, 2017, and continuing through the final payment of September 30, 2036, are estimated to be:

Payment Date	Beginning Balance	Principal	4.5% Interest Paid	Ending Balance	County's Estimated Annual Obligation
30 Sept 17	14,560,000.00	459,566.69	645,798.30	14,100,433.31	1,105,364.99
30 Sept 18	14,100,433.31	480,679.10	624,685.089	13,619,754.21	1,105,364.99
30 Sept 19	13,619,754.21	502,761.41	602,603.58	13,116,992.80	1,105,364.99
30 Sept 20	13,116,992.80	525,858.18	579,506.81	12,591,134.62	1,105,364.99
30 Sept 21	12,591,134.62	550,016.02	555,348.97	12,041,118.60	1,105,364.99
30 Sept 22	12,041,118.60	575,283.66	530,081.33	11,465,834.94	1,105,364.99
30 Sept 23	11,465,834.94	601,712.09	503,652.90	10,864,122.85	1,105,364.99
30 Sept 24	10,864,122.85	629,354.64	476,010.35	10,234,768.22	1,105,364.99
30 Sept 25	10,234,768.22	658,267.08	447,097.91	9,576,501.14	1,105,364.99
30 Sept 26	9,576,501.14	688,507.75	416,857.24	8,887,993.39	1,105,364.99
30 Sept 27	8,887,993.39	720,137.68	385,227.31	8,167,855.71	1,105,364.99
30 Sept 28	8,167,855.71	753,220.68	352,144.31	7,414,635.03	1,105,364.99
30 Sept 29	7,414,635.03	787,823.50	317,541.49	6,626,811.53	1,105,364.99
30 Sept 30	6,626,811.53	824,015.98	281,349.01	5,802,795.55	1,105,364.99
30 Sept 31	5,802,795.55	861,871.13	243,493.86	4,940,924.43	1,105,364.99
30 Sept 32	4,940,924.43	901,465.34	203,899.65	4,039,459.09	1,105,364.99
30 Sept 33	4,039,459.09	942,878.49	162,486.50	3,096,580.60	1,105,364.99
30 Sept 34	3,096,580.60	986,194.17	119,170.82	2,110,386.43	1,105,364.99
30 Sept 35	2,110,386.43	1,031,499.76	73,865.23	1,078,886.67	1,105,364.99
30 Sept 36	1,078,886.67	1,078,886.67	26,478.32	0	1,105,364.99
<b>TOTAL</b>		<b>14,560,000.00</b>	<b>7,547,299.80</b>		<b>22,107,399.80</b>

2. The total annual debt service obligations of the County and the City, along with the incentive funding received from the State and any contribution from the Team, are estimated to be:

County:	\$1,105,364.99
City/Team:	726,154.00
State:	<u>1,000,000.00</u>
<b>TOTAL:</b>	<b>\$2,831,518.99</b>

3. The total estimated capital proceeds received over the 20-year financing period are projected to be:

County:	\$14,560,000.00
City/Team:	9,440,000.00
State:	<u>13,000,000.00</u>
<b>TOTAL:</b>	<b>\$37,000,000.00</b>

## **EXHIBIT "E"**

### **ESCROW AGREEMENT**

**This Escrow Agreement ("Agreement") is entered into this 16<sup>th</sup> day of January, 2015, by and between the CITY OF LAKE LAND, a political subdivision and charter City of the State of Florida ("City"), the DETROIT TIGERS, INC., a Michigan Corporation, ("Tigers"), THE OFFICE OF THE CITY CLERK FOR THE CITY OF LAKE LAND, FLORIDA (the "Escrow Agent"), (collectively with the City Clerk, "Escrow Agents" or individually an "Escrow Agent") and together with the City and the Tigers, the "Parties", or individually, a "Party").**

**For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:**

**This Agreement relates to that certain Spring Training Facility Development Agreement dated January 16, 2015, by and between the City and the Tigers (the "Development Agreement").**

**Pursuant to Section 3 of the Development Agreement, the City and the Tigers have entered into that certain Spring Training Facility Lease Agreement between the City and the Tigers with a Signature Date of January 16, 2015 (the "Lease Agreement").**

**Escrow Agent, the City Clerk, hereby acknowledges receipt of two originals of the Lease Agreement Originals (collectively, the "Lease Agreement Originals"), executed by both the City and the Tigers, and the Escrow Agent agree that the Original Lease Agreements shall be held in escrow (the "Escrow") until the Lease Commencement Date, as defined in the Lease Agreement Originals, and receipt of the joint written instructions of the City and the Tigers to release the Lease Agreement Originals from Escrow, at which time Escrow Agents shall deliver from Escrow one Lease Agreement Original to the City and one Lease Agreement Original to the Tigers. In addition, the City Clerk acknowledges receipt of two originals of the Modification of the Use Agreement ("Modification Originals"). The City Clerk shall hold the Modification Originals in escrow until December 31, 2016. If the Lease Commencement date is prior to December 31, 2016, the Modification Originals shall be destroyed.**

**Upon completion and delivery of the Lease Agreement Originals,**



**Escrow Agent shall be automatically released and discharged of their escrow obligations hereunder. Escrow Agent will have no liability under this Agreement.**

**In the event conflicting demands are made on an Escrow Agent, or an Escrow Agent, in good faith, believes that any demands with regard to the Lease Agreement Originals are in conflict or are unclear or ambiguous, such Escrow Agent may bring a declaratory or interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of the Escrow Agent bringing the action, and the Escrow Agent is entitled to reimbursement from the City and the Tigers for its reasonable costs and attorney's fees in connection with the same, through final appellate reviews.**

**Limitations of Liability: Without limitation, the Escrow Agent shall not be liable for:**

- a. The legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to an Escrow Agent or exchanged by the Parties hereunder, whether or not Escrow Agents prepared such instrument.**
- b. Escrow Agents act hereunder as a depository only, and are not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same; of the identify, authority, or rights of any person executing or depositing the same.**
- c. An Escrow Agent shall not be required to take or be bound by notice of default of any person, or take any action with respect to such default involving any expense or liability, unless notice in writing is given to the Escrow Agents of such default and unless they are indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agents of written instructions of all the Parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by the Escrow Agents.**
- d. An Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine.**

- e. An Escrow Agent shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agents shall have no duties to anyone except those signing these instructions.
- f. Escrow Agent may consult with legal counsel in the event of any dispute of questions as to the construction of the foregoing instructions, or the Escrow Agents' duties hereunder, and an Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
- g. An Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction, whether or not subsequently vacated, modified, set aside or reversed.

Any notice given to an Escrow Agent must be delivered by certified U.S. mail, return receipt request, or by a national overnight courier service, such as FedEx, delivered to the following addresses:

**TO TIGERS:** Mr. David Dombrowski  
President, General Manager and CEO  
Detroit Tigers, Inc.  
2100 Woodward Avenue  
Detroit, MI 48201-3470

**TO CITY:** Timothy J. McCausland, Esq.  
City of Lakeland  
City Attorney's Office  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801

Any notice delivered by the City or the Tigers to an Escrow Agent shall concurrently be delivered to the other Escrow Agent and to the other Party.

This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or

supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Facsimile or PDF copies of any amendment to this Agreement executed by the Parties may be relied upon as an original signature.

The City and the Tigers recognize and acknowledge that Escrow Agent is City Clerk for the City, and that Escrow Agent has agreed to serve as Escrow Agent only as a convenience to the Parties.

**CITY OF LAKELAND, FLORIDA**

ATTEST:

BY: Kelly S. Koos 1-20-15  
Kelly S. Koos

BY: R. Howard Wiggs  
R. HOWARD WIGGS  
Mayor



APPROVED AS TO FORM AND CORRECTNESS:  
BY: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney

**DETROIT TIGERS, INC.**

ATTEST:

BY: David Dombrowski

By: [Signature]

**MODIFICATION OF USE AGREEMENT**  
**(Detroit Tigers)**

**THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of January, 2015, by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City") whose address is 228 S Massachusetts Avenue, Lakeland, Florida 33801, and DETROIT TIGERS, INC., a Michigan corporation (hereinafter referred to as the "Club") whose address is whose address is Comerica Park, 2100 Woodward Avenue, Detroit, MI 48201-3470, collectively referred to as ("Parties").**

**WHEREAS, on September 29, 2000, the Parties entered into a Use Agreement ("Use Agreement") attached hereto as Exhibit "A" relating to the use by the Detroit Tigers and the Lakeland Flying Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and The Joker Marchant Stadium Complex; which Use Agreement expires on December 31, 2016; and**

**WHEREAS, the Use Agreement sets forth the terms and conditions upon which the Club would conduct their spring training and minor league baseball activities at the Joker Marchant Stadium Complex; and**

**WHEREAS, City and the Club are also Parties to that certain Spring Training Facility Development Agreement (Development Agreement) that provides for the planning, design, funding and construction of the Joker Marchant Stadium Complex Improvements ("Improvements") as that term is defined therein; and**

**WHEREAS, the Development Agreement contemplates the occurrence of a sequence of certain Milestone Events as are defined therein which following their occurrence will culminate in construction of the Improvements resulting in the newly renovated Spring Training Facility necessary to induce the Club to enter into a successor lease agreement with a minimum term of twenty (20) years; and**

**WHEREAS, the City and the Club desire, if it becomes necessary, to enter into a modification of the Use Agreement to extend the Term from its expiration to the commencement date of a successor lease agreement, but in no event later than January 1, 2018.**

**NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained it is mutually covenanted and agreed by and between the Parties that the Use Agreement shall be amended as follows:**

Term. The term of this Use Agreement shall be extended for period commencing on the expiration of the Use Agreement and extending until the earlier of the Lease Commencement Date of the successor lease agreement or January 1, 2018. The Parties hereto agree that the revisions set forth in this Modification of Use Agreement shall supersede and modify the corresponding provisions in the Agreement. All other terms of the Agreement not inconsistent herewith shall remain in effect.

IN WITNESS WHEREOF, the Parties have executed this Modification of Use Agreement on the date indicated above.

DETROIT TIGERS, INC.

CITY OF LAKELAND, FLORIDA

By: David Amelunke

By: R. Howard Wiggs

Its: CEO

R. Howard Wiggs  
Its: Mayor

Attest:

SFH  
Corporate Secretary

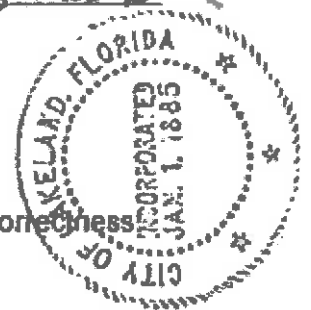
By: Kelly S. Roos 1-20-15  
Kelly S. Roos  
City Clerk

(Corporate Seal)

(Seal)

Approved as to Form and Correctness

By: Timothy J. McCausland  
Timothy J. McCausland  
City Attorney



**EXHIBIT "A"**  
**USE AGREEMENT**  
(Detroit Tigers)

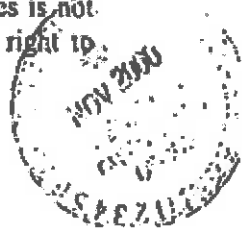
**THIS AGREEMENT**, made and entered into this 29th day of September, 2000, by and between the **CITY OF LAKELAND, FLORIDA**, a municipal corporation existing under the laws of the State of Florida (hereinafter referred to as the "City"), and **DETROIT TIGERS, INC.**, a Michigan corporation (hereinafter referred to as the "Club").

**WHEREAS**, on March 6, 2000, the parties entered into a Use Agreement relating to the use by the Detroit Tigers and the Lakeland Tigers of certain facilities owned by the City and located within the City and commonly referred to as Tigertown and Joker Marchant Stadium, which Agreement will expire on December 31, 2003; and

**WHEREAS**, the City and the Club desire to enter into a new Use Agreement relating to the use by the Detroit Tigers and Lakeland Tigers of Joker Marchant Stadium and related facilities referenced herein, contingent upon the Facilities, as defined herein, being certified as a "facility for a retained spring training franchise" and the City being awarded funds, pursuant to §288.1182, Florida Statutes.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations herein contained and the further consideration of the payments required to be made by the Club to the City, it is mutually covenanted and agreed by and between the parties as follows:

1. **Lease.** The City does hereby permit unto the Club, its successors and assigns, the use of those certain premises located in Lakeland, Polk County, Florida, commonly known as Joker Marchant Stadium, which shall include the baseball field and grounds, grandstand, bleachers and seating facilities, clubrooms, shower rooms, offices, ticket offices locker facilities, press box, concession stands and equipment, and the facilities commonly known as Tigertown, which includes the John Fetzer Dormitory, Hangar No. 1, the cafeteria, the 5 ½ baseball diamonds, and the administration offices (collectively referred to as the "Facilities").
2. **Term.** The term of this Use Agreement shall be for fifteen (15) years, commencing on January 1, 2001 and ending December 31, 2016, subject to the contingency set forth in Section 19, herein below.
3. **Major League Team.** The Club agrees to bring to the City each year of the term hereof a major league baseball team for its spring training and conditioning program, subject, however, to any restrictions or limitations which may occur or arise by virtue of war, travel restrictions, labor disputes, or the direction of the Commissioner of Baseball. The Club shall utilize its best effort to schedule at the Facilities a maximum number of games with other major league clubs during each spring training season.
4. **Use of Premises.** The Club shall have priority use of the Facilities during the entire months of February and March and during the first two (2) weeks in April in each year; provided, however, that such use shall not be exclusive and the City's Director of Parks and Recreation may schedule other events, including baseball games, when the use of the Facilities is not required by the Club or its affiliated farm clubs. The Club shall also have the right to



priority use of the Facilities for an additional period not to exceed one hundred and eighty (180) days during each year to conduct post-season training camps, summer clinics and try-out camps. The Club shall give the City's Director of Parks and Recreation (the "Director") not less than three (3) months' written notice of its intent to use same for such additional period.

Additionally, the Club shall have priority use of Joker Marchant Stadium on those dates and during those hours when regular season or play-off home games are scheduled for Lakeland, Florida by the Florida State Baseball League; provided, however, that such use shall not be exclusive and the Director may schedule other events, including baseball games, when the use of the premises is not required by the Club. The Club shall also have the right to priority use of the Facilities for dates reasonably necessary for practice sessions prior to or during the course of the regular baseball season and League play-off games.

In the event that the Club wishes to use the Facilities, in whole or in part, at times or for purposes not delineated above, the Club may request same in writing to the Director, who shall have the absolute discretion to approve or disapprove same, and to prescribe such terms and conditions as may be reasonable or necessary.

The City may use all or any part of the Facilities when not being utilized by the Club.

5. Maintenance and Repair. The City agrees to maintain the Facilities in first-class condition for use as a baseball park by the Club and visiting clubs, said condition to be reasonably approved by the Club, including, but not limited to, such lights and lighting equipment as the Club may determine is necessary for the playing of baseball games at night.

The City shall furnish at its own cost all necessary equipment, labor and materials in connection with the maintenance and repair of the Facility, with the exception of the following, which shall be at the cost of the Club:

- A. Overtime wages for any City maintenance employee working in excess of forty (40) hours per week, when such overtime is caused or requested by the Club and which wages shall be reimbursed to the City by the Club on a monthly basis upon invoice.
- B. All costs associated with employees utilized by the City for the purpose of maintaining the Tigertown baseball fields. To the extent that these costs are incurred in connection with hiring additional employees other than those that are regular employees of the City, said additional employees shall be temporary employees of the City for purposes of Worker's Compensation coverage, but shall not be participants in the City's group insurance plan.
- C. All actual costs incurred by the City in connection with furnishing labor and materials to maintain the Facilities during the optional one hundred and eighty (180) day period of additional use by the Club.
- D. All actual costs associated with annual operation and maintenance of the cafeteria and Fetzer Hall associated with the Club's use thereof, including equipment, with the exception of permanently installed equipment and fixtures.

- E. The repair of the Facilities occasioned by the negligent conduct of the Club, its agents and employees, reasonable wear and tear excepted. The Club shall also use its best efforts to protect the Facilities when being used and occupied by the Club and employ any necessary security personnel at its own cost and expense.

The City shall also furnish at its expense all utilities, including heat, water and hot water necessary for the club's use of the Facilities, except for gas, which shall be paid for by Club.

6. Obligations of Club. The Club agrees that the Club will furnish, at its cost and expense, all necessary baseball equipment, including batting cages. The City may use the batting cages during the periods that the Facilities are not occupied or used by the Club, provided that the City returns the equipment to the Club in as good condition as when received, or make reimbursement for the value thereof, except for normal wear and tear, damage from fire and acts of God. The Club shall also pay for such reimbursable items as the Club and the City may agree, such as cleaning supplies and equipment and materials specifically required for baseball operations.
7. Rights of Club. Subject to paragraphs 8 and 9, the Club shall have the exclusive right to and complete control of all ticket sales, concession operations, scorebook/program and sales of all novelties and souvenirs, field and stadium advertising, suite rental and service and all revenue derived therefrom. Placement of field and stadium advertising shall be at the discretion of the Club, subject to the approval of the Director of Parks and Recreation, which approval shall not be unreasonably withheld.
8. (a) Fees. Incidental to the use of the Facilities by the Detroit Tigers, the Club shall pay to the City a rental fee of fifteen (15%) percent of the following:
1. Gross ticket sales receipts from each exhibition game or other event by the Club for which an admission fee is charged.
  2. Gross sales receipts from the sale of all novelties, souvenirs, concessions and stadium advertising.
- (b) Incidental to the use of the Facilities by the Lakeland Tigers, the Club shall pay to the City a rental fee of:
1. Fifteen (15%) percent of gross sales receipts from the sale of all concessions, suite rentals and operations, souvenirs and novelties operations only.
  2. A fee equal to the greater of twelve (12%) percent of gross ticket sales, or \$120.00 per day game/\$160.00 per night game.
- (c) One dollar and fifty cents (\$1.50) per ticket stadium facility charge will be paid to the City and applied to relief of the loan until its obligation is met. At that time, this amount reverts to the Club.

All fees payable pursuant to Sec. 8.(a)1. and 2., 8.(b)1. and 2. and (c) shall be applied to relief of the loan until the obligation is met. The Club's total annual obligation for fees payable pursuant to this Section 8 for any calendar year shall not exceed \$300,000.00.



The term "gross receipts" shall be defined as gross sales proceeds, less deductions for any applicable state, federal or local taxes.

There shall be no payment required with respect to scorebook/program receipts.

9. **Annual Rent.** The Club shall pay annual rental of Seventeen Thousand (\$17,000.00) Dollars for Tigertown to be paid prospectively on January 1 of each year, with a four (4%) percent discount if paid prior to due date. This amount of money will be placed in the special Tigertown improvements account to be used as directed by the Club for replacement and improvements of minor league facilities.
10. **Payment:** Except for the annual rent and overtime expenses which are paid quarterly, any and all payments required by this Agreement to be made by the Club shall be paid to the City together with a full and final accounting 30 days after the conclusion of the spring training season, the Lakeland Tigers season or other activity. Payment shall be made to the Parks and Recreation Director, City Hall, Lakeland, Florida, or such other person or office designated by the City in writing.
11. **Insurance.** The Club shall maintain adequate liability insurance, designating the City as a named insured, to protect the City from any liability arising from the use of the Facilities by the Club. The minimum limits of such policy of insurance shall be \$500,000.00 for injury to any one person; \$1,000,000.00 for injuries arising out of a single occurrence; and \$100,000.00 for property damage resulting from a single occurrence.
12. **Damage or Destruction.** In the event any of the Facilities shall be damaged by fire or other casualty and such Facilities shall have been insured against such loss by the City, then the entire proceeds of any such policy or insurance shall be paid to the City, free of any claim or right of the Club. The City shall have the right to restore or reconstruct any damaged or destroyed building or premises, and any reconstructed building shall become a part of the Facilities. In the event such portions of the Facilities are destroyed as to render the entire Facilities unsuitable in the Club's judgment for the Club's operation, the Club shall have the right to play elsewhere until such restoration or reconstruction is completed and, if the City neither reconstructs the premises within either 60 days or by October 30 immediately following the destruction, then, in either case at the Club's option, the Club shall have the right to terminate this Agreement by providing written notice and without further obligation or responsibility. In that event, the City shall refund to the Club on a pro rata basis any prepaid rents which may have been made prior to the date of termination.
13. **Taxes.** The Club shall be responsible for and pay any and all sales or other tax incidental to this Agreement. In the event that ad valorem taxes are assessed against the Facilities or any portion thereof as a result of the Club's use of same, the Club shall be responsible for its prorata portion of such taxes.
14. **Termination.** This Agreement may be terminated by either party upon material breach by the other party, upon thirty (30) days' prior written notice, certified mail, return receipt requested (deemed made upon receipt) and failure by the defaulting party to cure the same within said 30 days. In the event that the Club fails to cure any such breach and there remains an outstanding balance on the loan referenced in Section 8 hereof, the Club shall pay the City

\$10,000.00 as liquidated damages, which shall be the City's sole and exclusive remedy as a result thereof.

15. Option. The Club shall have the option to renew this Agreement for an additional term of ten (10) years by giving the City written notice of its intention to renew same not less than one (1) year prior to the expiration of the initial term hereof. The rental imposed during such renewed term shall be the amount agreed upon by the parties hereto prior to the commencement of the renewal.
16. Subcontractors. If any services permitted by this Agreement are subcontracted by the Club, any such subcontractor shall either be included as an additional insured under the Club's insurance policy, or shall file with the City a Certificate of Insurance evidencing compliance with Paragraph 11 hereof.
17. Agreement of City Regarding Revenue. The City agrees to take such action as is necessary under the laws of the State of Florida to plan and budget for receipt of a sufficient appropriation of funds to discharge its obligations hereunder; provided, however, if the City has not appropriated sufficient funds to enable it to discharge its obligations then, notwithstanding any other provision contained herein, this Agreement may be terminated effective upon expiration of the fiscal year in which sufficient funds were last appropriated to satisfy the obligations.
18. Assignability/Amendment. This Agreement shall be binding and inure to the benefits of the successors of each of the parties, but it is mutually agreed that this Agreement shall not be assigned by the Club to any person, firm or corporation without the written consent of the City, which consent shall not be unreasonably withheld.

Notwithstanding the foregoing, no consent is required in the event that the Club sells its major league franchise rights, said sale is approved by Major League Baseball and the team continues to play its regular season baseball games in the Metropolitan Detroit area.

Any amendment to this Agreement shall not be effective unless in writing and approved by the Office of the Commissioner of Baseball.

19. Covenants Contingent. The parties expressly acknowledge and agree that the mutual covenants undertaken in this Agreement are contingent on presentation by the City to the club of a plan of project finance which includes irrevocable commitments and awarding of funds, pursuant to §288.1182, Florida Statutes, from the State of Florida, Polk County and the City of Lakeland, all of which, when combined with the obligations and undertakings elsewhere referenced herein, will provide sources of no less than \$9.5 million which are to be irrevocably committed to the project. This financing plan shall be subject to the approval of the club, which shall not be unreasonably withheld. Further, the club shall have approval of the renovation program for which the financing plan has been irrevocably committed, such approval not to be unreasonably withheld.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below:

**DETROIT TIGERS, INC.**

By: John McHale  
Its: President-CEO

The foregoing was subscribed and sworn to before me this 3 day of November 2000, by John McHale

Margaret Gankich  
Notary Public

NOTARY PUBLIC  
Notary Public, Wayne County, MI  
My Commission Expires May 21, 2001

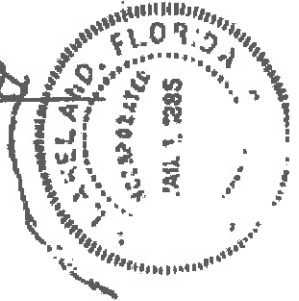
Notary Public Stamp

(Notary Public Seal)

**CITY OF LAKELAND, FLORIDA**

By: Ralph L. Fletcher  
Its: Mayor

By: Kelly S. Koos  
Kelly S. Koos  
City Clerk



(Seal)

Approved as to Form and Correctness:

By: Joseph P. Mawhinney  
Joseph P. Mawhinney  
City Attorney



## POLK COUNTY SPORTS MARKETING

August 24, 2018

Bob Donahay  
Parks & Recreation Director  
City of Lakeland  
228 S. Massachusetts Ave.  
Lakeland, FL 33801

Mr. Donahay:

I seem to write this same thing every year, but the 2017 Spring Training was once again a great one for the City of Lakeland, the Detroit Tigers and Polk County Tourism and Sports Marketing (PCTSM). It is our pleasure to assist you with an estimate of the economic benefits generated by the Detroit Tigers and their impact on Lakeland and Polk County. PCTSM is the official destination marketing organization and sports commission for Polk County, Florida and regularly evaluates the impact of events held in our community.

Our community and the Detroit Tigers continue to enjoy the longest relationship between a team and Spring Training city. I am positive that this length of relationship will never be reached by another city and a Major League Baseball team. This accomplishment has a tremendous benefit to our community. Of course this relationship was only strengthened this year as the major renovation to the Tigertown Complex was completed. We truly believe the Publix Field at Joker Marchant Stadium is the best spring training facility in all of baseball.

As always, the exact impact depends upon many factors that can create a swing in any year, but the overall impact to the City of Lakeland and Polk County continues to be in the range of \$45 million annually. This is partially based on previous studies completed by the state of Florida and more recent surveys at several spring training games. With that said, the Tigers have had great success in attracting visitors/spectators to our area since the last statewide study. This past year the average per game attendance for their 17 home games was 6,562, placing the Tigers sixth in the Grapefruit league for per game attendance. Total attendance was 111,561 keeping the Tigers solidly with the fourth highest number in the Grapefruit League. The average attendance was 244 people per game above the state average, a great accomplishment with Spring Training moving ever earlier.

In addition, Polk County Tourism and Sports Marketing and the Tigers hold several events throughout the year including the Florida Junior College State Championships, Wilson Premier Baseball Championships, Tigers Fantasy Camp, visiting Florida State League teams, Tigers Minor League coaches, organizational meetings, showcase events, and is the headquarters for the Detroit Tigers Draft. All of which creates positive impact for our community.

Major League Baseball and specifically, the Detroit Tigers Spring Training, has been, is currently, and will always be an extremely beneficial investment for Lakeland and Polk County.

I am happy to provide any additional information if needed.

Sincerely,

Marc Zimmerman  
Senior Sales & Events Manager

## Economic Impact of the Detroit Tigers Spring Training in Lakeland, Florida 2018

Spring Training is vital to the health and vibrancy of Lakeland's local and regional economy. Demonstrating this impact, the following information has been compiled to capture the specific economic impact of Spring Training in Lakeland. The methodologies provided are derived from the Major League Baseball Florida Spring Training Economic Impact Study Report published in June of 2009 by the Florida Sports Foundation and Bonn Marketing Research Group, Incorporated. The estimates were calculated with the support of attendance figures provided through a zip code analysis of the 2018 attendees that purchased admission tickets with credit cards. The information contained herein represents the estimated Economic Impact to Lakeland as a result of the direct spending associated with the 2018 Detroit Tigers Spring Training season. Please note that this information does not include the associated impact to labor, income and employment in Lakeland as a direct result of the Tigers Spring Training activities.

The attendees, for this purpose, are separated into five distinct categories:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the Detroit Tigers Spring Training.
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida for that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for the Tigers Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to Polk County for another purpose, but included Spring Training activities.
- **Local:** These include all Polk County residents.

Total attendance for the Detroit Tigers 2018 Spring Training season in Lakeland was 114,687. With 18 games played, the Tigers averaged 6,371 attendees per game. Of that total, **103,458** attendees purchased admission tickets using credit cards. With the use of zip code analysis from these 103,458 attendees, the tables below were created to provide a total average expense within the five unique categories that are being measured.

<b>Out-of-State-Primary Purpose</b>	
Approximately 23.12% are Out-of-State Primary Purpose	23,919
Number of Out-of-State Parties (Average party size = 3 people)	7,973
Cumulative number of nights stayed (Average stay is 7.53 nights)	60,037
Average expense for out-of-area expenses (\$371.28 per party) per day	\$ 22,290,537.36
<b>Out-of-State-Other Purpose</b>	
Approximately 24.94% are Out-of-State Other Purposes	25,802
Number of Out-of-State Parties (Average party size = 3.08 people)	8,377
Cumulative number of nights stayed (Average stay is 9.66 nights)	80,922
Average expense for out-of-area expenses (\$395.43 per party) per day	\$ 31,998,986.46

<b>Non-County-Primary Purpose</b>	
Approximately 24.22 % are Non-County Primary Purpose	25,058
Number of Non-County Parties (Average party size = 2.81 people)	8,917
Cumulative number of nights stayed (Average stay is .39 nights)	3,478
Average expense for out-of-area expenses (\$171.73 per party) per day	\$ 597,276.94
<b>Non-County-Other Purpose</b>	
Approximately 3.55% are Non-County Other Purpose	3,673
Number of Non-County Parties (Average party size = 2.68 people)	1,371
Cumulative number of nights stayed (Average stay is 3.36 nights)	4,607
Average expense for out-of-area expenses (\$314.00 per party) per day	\$ 1,446,598.00
<b>Local</b>	
Approximate Number of Local Attendees (Polk County)	20,314
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50)	\$ 1,015,700.00
<b>Estimated Total Direct Expenses by Attendees</b>	<b>\$ 57,349,098.76</b>

Using the total direct expenses above, the indirect and induced effects were estimated using the multiplier provided within the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	<b>Direct Spending</b>	<b>Multiplier</b>	<b>Indirect and Induced Spending</b>	<b>Total Economic Impact</b>
Out-of-State Primary Purpose	\$ 22,290,537.36	1.70	\$ 15,603,376.15	\$ 37,893,913.51
Out-of-State Other Purpose	\$ 31,998,986.46	1.70	\$ 22,399,290.52	\$ 54,398,276.98
Non-County Primary Purpose	\$ 597,276.94	1.73	\$ 436,012.17	\$ 1,033,289.11
Non-County Primary Purpose	\$ 1,446,598.00	1.69	\$ 998,152.62	\$ 2,444,750.62
Local Attendees	\$ 1,015,700.00	1.69	\$ 700,833.00	\$ 1,716,533.00
	<b>\$ 57,349,098.76</b>		<b>\$ 40,137,664.46</b>	<b>\$ 97,486,763.22</b>

The total Economic Impact is estimated to be **\$97,486,763.22** as a result of the 2018 Detroit Tigers Spring Training.

This analysis of the Detroit Tigers 2018 Spring Training season in Lakeland is intended to provide background and specifics as to the economic impact of the MLB Spring Training and its effect on Lakeland. In 2018, the Tigers scheduled 18 home games at Joker Merchant Stadium in Lakeland. The season opener, as a recent tradition, was played against Florida Southern College's baseball

team, while the remaining 17 were played against other MLB teams. Of the 18 games played, the Tigers averaged 6,317 attendees per game for a grand total of 114,687 individuals.

**2018 Detroit Tiger Spring Training Total Attendance in Lakeland, Florida**

2018	Season Attendance	Number of Home Games	Average Attendance per Game
Detroit Tigers	114,687	18	6,317

This attendee distribution has been broken down even further with information obtained from credit card receipts during the 2018 Tigers Spring Training season. Again, the zip code analysis was used to learn more about the geographic location of the individuals who were attending Spring Training games in Lakeland. This information was based upon the zip code information provided by the 103,458 tickets purchased by individuals to attend Detroit Tiger games during the 2018 Spring Training season in Lakeland.

Working solely with percentages, it was determined that internationally, 4.64% of the individuals attending games were from outside the United States, with the majority of these coming from Canada. Within the United States, 42.96% of the attendees were from Florida and 27.97% were from Michigan, these states were followed by New York with 2.89%, Pennsylvania with 2.56%, Ohio with 2.33%, Illinois with 2.22%, Missouri with 1.93%, Maryland with 1.49% and Colorado with 1.20%. After this, 5 additional states drew close to 1% of the tickets sold and based on the zip code analysis it was determined that 57.04% of individuals attending a Tiger’s Spring Training game in Lakeland visited from outside of Florida.

US Geography	Number of Attendees	% of Attendees
Florida	42,355	42.96%
Michigan	27,571	27.97%

Statewide within Florida, 47.96% of the individuals attending Tiger Spring Training games were from Polk County. Other counties that drew the most attendees during the 2018 season included Hillsborough with 8.89%, Orange with 7.74%, Pinellas with 5.82%, Pasco with 4.24%, Lake with 3.93%, Seminole with 1.82%, Osceola with 1.76%, Sumter with 1.75%, Duval with 1.59%, Volusia with 1.57% and Miami-Dade with 1.37%.

The geographic distributions provided herein support the data and multipliers provided within the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report. With accurate assumptions and firm knowledge, we are better able to capture the spending patterns of attendees which in turn can be reflected in the overall economic analysis.

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**McCawley, Sharon**

**From:** Jason Hendrix <jhendrix@flasports.com>  
**Sent:** Wednesday, August 29, 2018 8:20 PM  
**To:** Donahay, Bob  
**Subject:** 2019 Florida Spring Training Season to Start February 22

**FOR IMMEDIATE RELEASE**  
**AUGUST 29, 2018**

**2019 Florida Spring Training Season to Start February 22****Media Contact:**

*Jason Hendrix, Director of Communications, [jhendrix@flasports.com](mailto:jhendrix@flasports.com), 850-443-3508*  
*Nick Gandy, Communications Consultant, [media@flasports.com](mailto:media@flasports.com), 850-322-3404*

**TALLAHASSEE, Fla.** — Let the countdown begin! It's only 146 days until the beginning of the 2019 Florida Spring Training season.

The 2019 Major League Baseball Spring Training schedule was announced on Wednesday afternoon, and the first game of the 2019 season will be played on Friday, February 22 as the Tampa Bay Rays will host the Philadelphia Phillies at the Charlotte Sports Park. A full schedule of games will be played on Saturday, February 23.

The 2019 Florida Spring Training season continues through Tuesday, March 26 when only two games will be played in the Sunshine State to wrap up the 33 days of play. Playing an interleague game again in 2019, the Minnesota Twins host the Colorado Rockies at the CenturyLink Sports Complex in Fort Myers while the Tampa Bay Rays host the Detroit Tigers at Tropicana Field.

The final full day of action of the 2019 Florida Grapefruit League season is Sunday, March 24. A game of note being played on March 24 will feature the Atlanta Braves hosting Tampa Bay at the Braves' new spring training complex in North Port. It will be a sneak peek ahead to the 2020 season when the Braves will play a full schedule in Sarasota County.

A total of 238 games will be played in the State of Florida between Major League teams in the 33 days of the 2019 Florida Grapefruit League season.

Nearly 1.5 million fans attended Florida Spring Training Games during the 2018 season with over 29 million fans have attended Florida Spring Training Games since 2000.

The 2018 [Florida Grapefruit League](#) generated an economic impact of \$687.1 million for the State of Florida, according to a Florida Spring Training Economic Impact Study, compiled by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.



A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams' local markets (52 percent out of state, 18 percent out of county). Those fans generated nearly \$584 million in economic impact for the Sunshine State.

Downs & St. Germain's findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games. To access the 2018 MLB Florida Spring Training Economic Impact Study, click [here](#).

Click the individual links below to access the schedule for each of the 15 Florida Grapefruit League teams.

[Atlanta Braves](#)

[Baltimore Orioles](#)

[Boston Red Sox](#)

[Detroit Tigers](#)

[Houston Astros](#)

[Miami Marlins](#)

[Minnesota Twins](#)

[New York Mets](#)

[New York Yankees](#)

[Philadelphia Phillies](#)

[Pittsburgh Pirates](#)

[St. Louis Cardinals](#)

[Tampa Bay Rays](#)

[Toronto Blue Jays](#)

[Washington Nationals](#)

#### **About the Florida Sports Foundation**

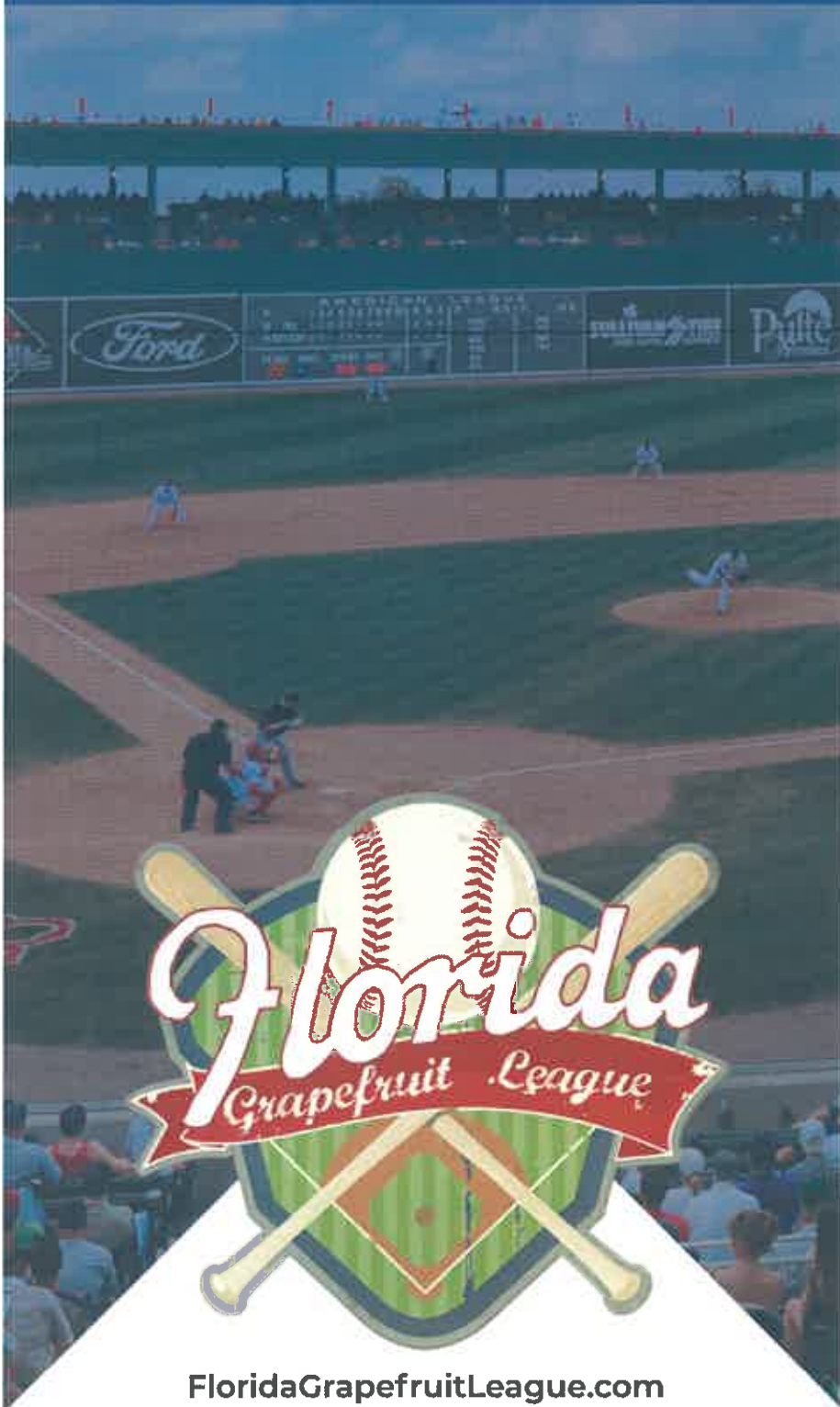
Florida's Sports Industry creates over \$57.4 billion in economic impact for the Sunshine State, provides over 580,000 jobs for its citizens, and attracts over 16 million out of state visitors each year. All of which deservingly make Florida the "Sports Capital of the World". The Florida Sports Foundation, Inc. is a 501(C) 3 non-profit corporation, serving as the Sports Industry Development Division of Enterprise Florida, Inc. The mission of the Florida Sports Foundation is to:

- Assist Florida's communities with securing, hosting and retaining Sporting events and sports related business that generate significant economic impact and Sports Tourism for the state of Florida through the Foundation's grant programs, legislative initiatives and Industry Partner service, recognition and development.
- Provide the citizens of Florida with participation opportunities in the Sunshine State Games and Florida Senior Games events.
- Serve as Florida's leading resource for Sport Tourism research and facts.
- Assist in the promotion of targeted leisure sports industries in Florida.
- Assist National and Florida State Governing Bodies to promote amateur sport development through the Sunshine State Games and hosting events in Florida.



**FLORIDA**<sup>™</sup>  
**SPORTS**  
— FOUNDATION —

**2018 MLB SPRING TRAINING  
ECONOMIC IMPACT STUDY**



[FloridaGrapefruitLeague.com](http://FloridaGrapefruitLeague.com)

# EXECUTIVE SUMMARY



The 2018 Florida Grapefruit League generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

The study showed a 61% increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League's economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams' games between February 23 and March 27.

A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70% were from outside of the host teams' local markets (52% out of state; 18% out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain's findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State's annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale.

86% of fans are making plans to return for the 2019 Florida Spring Training season.

# ECONOMIC IMPACT

## Overall Impact Profile

\$687,067,100 total economic impact

\$348,417,200 in direct spending

7,152 jobs

\$253,799,400 in earned wages

### Total Spending by Fans

\$583,978,800 in economic impact

\$296,436,000 in direct spending

6,084 jobs

\$214,306,300 in earned wages

## Spending by MLB Teams

\$103,088,300 in economic impact

\$51,981,200 in direct spending

1,068 jobs

\$39,493,100 in earned wages

	2009	2018	Percent Change
<b>Economic Impact</b>	\$426,573,346	\$687,067,100	+61.1%
<b>Jobs Supported</b>	5,235	7,152	+36.6%
<b>Wages</b>	\$162,087,507	\$253,799,400	+56.6%



# DIRECT AND INDIRECT FAN AND TEAM SPENDING

## Total Spending

\$583,978,800 in economic impact  
**\$296,436,000** in direct spending

## Out of State Spending

\$480,554,600 in economic impact  
 \$243,936,400 in direct spending

## Team Spending

\$103,088,300 in economic impact  
 \$51,981,200 in direct spending

## Hotel Accommodations

355,590 paid accommodation room nights were to Out of State fans and visitors of the MLB's Florida Spring Training.

## Direct Spending by Attendees Breakdown

Accommodations	\$113,670,500
Restaurants	\$60,765,500
Groceries	\$18,081,800
Shopping	\$27,554,300
Entertainment	\$40,732,000
Transportation	\$24,432,400
Other	\$11,199,500
<b>Total</b>	<b>\$296,436,000</b>

# JOBS SUPPORTED BY FAN AND TEAM SPENDING

7,152 jobs were created through Florida Spring Training.

## Jobs Supported by Team Spending

Attendee Type	Jobs Supported
All Attendees	6,084
Out of State Attendees <i>Primary trip purpose spring training</i>	3,907
Out of State Attendees <i>Primary trip purpose other</i>	1,099
FL, Non-County Attendees <i>Primary trip purpose spring training</i>	767
FL, Non-County Attendees <i>Primary trip purpose other</i>	311

## Jobs Supported by Team Spending Type

Expense Type	Jobs Supported
All Team Spending	1,068
Team Operating Expenses	710
Stadium Operating Expenses	229
Stadium Concessions Expenses	129



**FLORIDA  
SPORTS**  
FOUNDATION

2018 MLB SPRING TRAINING  
**ECONOMIC IMPACT STUDY**

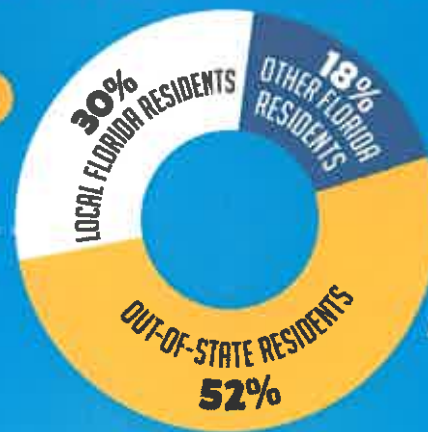


**\$687.1 MILLION** **\$584 MILLION**  
**IN ECONOMIC IMPACT** **IN FAN SPENDING**

**7,152 JOBS**

**1,497,306** **TOTAL FANS**

**237 GAMES PLAYED**



**6,318**  
**AVERAGE**  
**ATTENDANCE**

**300,822**  
**OUT OF STATE FANS**





# 2018 FLORIDA SPRING TRAINING HIGHLIGHTS

The New York Yankees had the highest per game average with **9,882 fans attending 16 games** at George M. Steinbrenner Field in Tampa.

The **most attended day** of the 2018 season was Saturday, March 24, when **64,069 fans attended the eight games** of the day, for an average of **8,009** per game.

Houston's 2017 World Series Championship resulted in a **21% increase** in attendance for the Astros at FITTEAM Ballpark of the Palm Beaches. **A total of 67,931 fans attended the Astros' Spring Training Games**, up from **55,881 in 2017**.

**Seven teams**, including the Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees, and Philadelphia Phillies, **topped the 100,000 total attendance mark**.

The **Red Sox had the top total attendance of the 2018 season**, with **165,688 fans attending 17 games** at Jet Blue Park in Fort Myers.

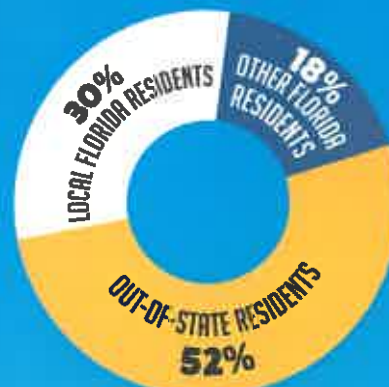
The most attended game of the 2017 season was the Atlanta Braves and Philadelphia Phillies, with **10,906 fans** in attendance, at Spectrum Field on St. Patrick's Day, Saturday, March 17.

Since 2000, a total of **29,651,981 fans** have attended Spring Training games in Florida.



# ATTENDEE PROFILE FOR FANS

- Attended an average of 2.9 Florida Spring Training games
- 25% traveled with children
- Main Reason for visiting:
  - Spring Training (61%)
  - Vacation (18%)
- Top 2 activities outside Spring Training:
  - Dining out (60%)
  - Going to the beach (44%)
- The average age of attendee was 52 years old
- Annual household income: \$93,500
- Top origin regions
  - Northeast 30%
  - Florida 28%
  - Midwest 20%
- Stayed in a hotel (34%)
- Traveled with one other person (45%)
- Drove to the destination (51%)
- 86% plan on returning next year



# 2018 TEAM-BY-TEAM FLORIDA SPRING TRAINING ATTENDANCE

**Atlanta Braves** - ESPN Wide World of Sports Complex, Lake Buena Vista  
18 Games: 112,981 total attendance; 6,277 average per game  
Largest Crowd: 10,330 vs. New York Yankees, March 24

**Baltimore Orioles** - Ed Smith Stadium, Sarasota  
15 Games (1 Rainout): 103,294 total attendance; 6,886 average per game  
Largest Crowd: 8,782, vs. New York Yankees, Wednesday, March 14

**Boston Red Sox** - JetBlue Park, Fort Myers  
17 Games: 165,688 total attendance; 9,746 average per game  
Largest Crowd: 10,179 vs. Toronto Blue Jays, Thursday, March 15

**Detroit Tigers** - Public Field at Joker Marchant Stadium, Lakeland  
17 Games: 111,561 total attendance; 6,562 average per game  
Largest Crowd: 10,077 vs. New York Yankees, Saturday, March 17

**Houston Astros** - FITTEAM Ballpark of the Palm Beaches, West Palm Beach  
15 Games: 67,931 total attendance; 4,539 average per game  
Largest Crowd: 6,663 vs. St. Louis Cardinals, Wednesday, March 14

**Miami Marlins** - Roger Dean Chevrolet Stadium, Jupiter  
15 Games: 56,687 total attendance; 3,779 average per game  
Largest Crowd: 7,648 vs. New York Yankees, Sunday, March 11

**Minnesota Twins** - Hammond Stadium at CENTURYLINK Sports Complex, Fort Myers  
15 Games (1 Rainout): 110,770 total attendance; 7,385 average per game  
Largest Crowd: 9,284 vs. New York Yankees, Thursday, March 22

**New York Mets** - First Data Field, Port St. Lucie  
17 Games: 93,647 total attendance; 5,509 average per game  
Largest Crowd: 7,419 vs. New York Yankees, Wednesday, March 7

**New York Yankees** - George M. Steinbrenner Field, Tampa  
16 Games: 158,104 total attendance; 9,882 average per game  
Largest Crowd: 10,330 vs. Tampa Bay Rays, Sunday, March 4

**Philadelphia Phillies** - Spectrum Field, Clearwater  
17 Games: 124,826 total attendance; 7,343 average per game  
Largest Crowd: 10,906 vs. Atlanta Braves, Saturday, March 17

**Pittsburgh Pirates** - LECOM Park, Bradenton  
16 Games: 96,363 total attendance; 6,023 average per game  
Largest Crowd: 7,814 vs. New York Yankees, Saturday, February 24

**St. Louis Cardinals** - Roger Dean Chevrolet Stadium, Jupiter  
14 Games: 82,791 total attendance; 5,914 average per game  
Largest Crowd: 7,339 vs. New York Mets, Saturday, March 24

**Tampa Bay Rays** - Charlotte Sports Park, Port Charlotte  
15 Games: 69,731 total attendance; 4,649 average per game  
Largest Crowd: 7,985 vs. New York Yankees, Sunday, March 25

**Toronto Blue Jays** - Dunedin Stadium, Dunedin  
15 Games: 68,929 total attendance; 4,595 average per game  
Largest Crowd: 5,514 vs. Boston Red Sox, Monday, March 12

**Washington Nationals** - FITTEAM Ballpark of the Palm Beaches, West Palm Beach  
15 Games: 74,003 total attendance; 4,934 average per game  
Largest Crowd: 7,020 vs. St. Louis Cardinals, Sunday, March 25

**Florida Spring Training Total Attendance**  
237 Games (two rained out)  
1,497,306 total attendance; 6,318 average per game  
Largest Crowd: 10,906, Atlanta Braves vs. Philadelphia Phillies, Spectrum Field, Clearwater, Saturday, March 17





# FLORIDA SPORTS™ — FOUNDATION —

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850.410.5286 | [www.flasports.com](http://www.flasports.com)  
[www.flasports.com](http://www.flasports.com)

**Angela A. Suggs**  
*President and CEO*



downs & st. germain  
R E S E A R C H

2992 Habersham Drive  
Tallahassee, FL 32309  
850.906.3111



## 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

July 30, 2018 in MLB Spring Training News, Press Releases

### 2018 MLB Florida Spring Training Economic Impact Study

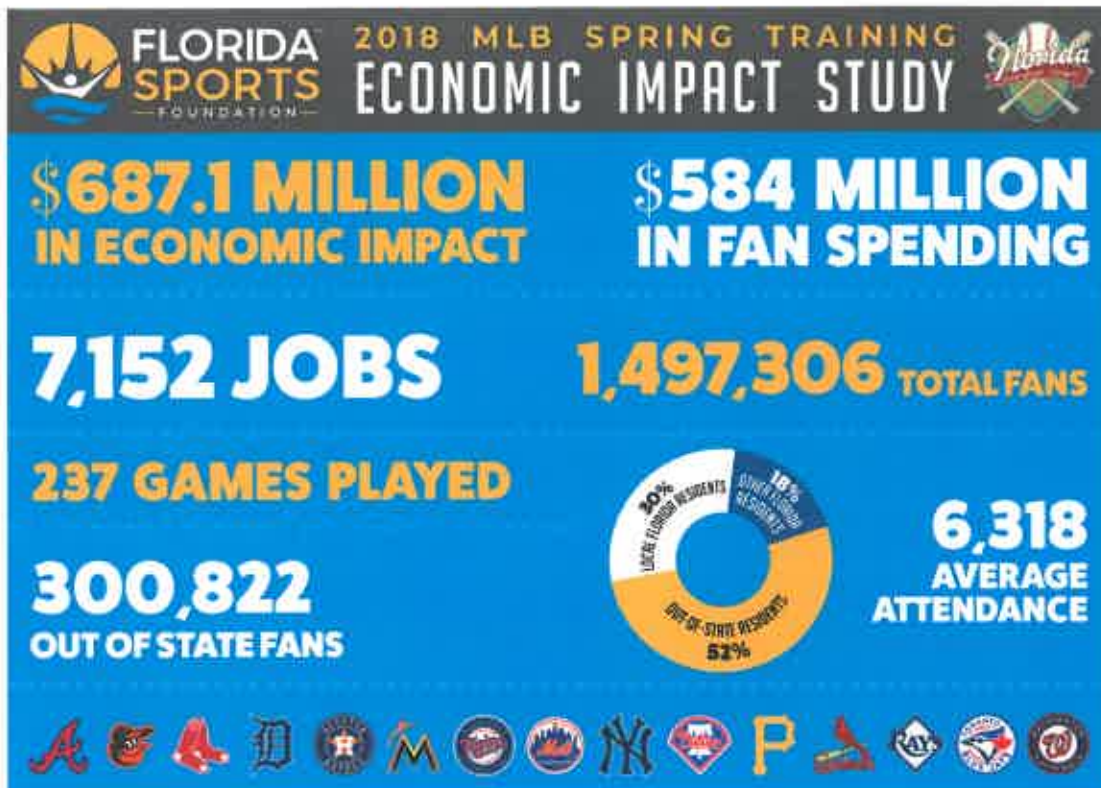
**TALLAHASSEE, Fla.** – The Florida Sports Foundation today announced that the 2018 Florida Grapefruit League generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

Governor Rick Scott said, "Each year, fans from around the world come to Florida to enjoy spring training. With incredible experiences, like spring training, happening in Florida, our tourism industry continues to break records. I encourage everyone who came to Florida for spring training this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State, should make this unique experience a priority for next year."

Angela A. Suggs, President and CEO of the Florida Sports Foundation said, "The Sunshine State offers exceptional opportunities for residents and visitors to enjoy the national pastime of Spring Training. We are pleased with the continued success of the Florida Grapefruit League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play."

The study showed a 61 percent increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League's economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams' games between February 23 and March 27.



A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams’ local markets (52 percent out of state; 18 percent out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain’s findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State’s annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale. Eighty-six percent of fans are making plans to return for the 2019 Florida Spring Training season.

Florida Spring Training dates back to the late 1800s. Under the leadership of former St. Petersburg Mayor Al Lang, four teams were recruited to play in the greater St. Petersburg area for pre-season workouts and eventually grew to nine of the MLB’s then 12 teams in 1925. The number of participating teams in the Grapefruit League has since grown to 15 of MLB’s 30 teams. Since that time, over 50 Florida communities have hosted MLB Spring Training and eight teams have held their spring training in Florida communities for over 70 years. Since 2000, nearly 30 million fans have attended MLB Spring Training games in Florida.

Highlights from Florida’s MLB Spring training in 2018 included:

- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.
- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
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- The Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.

To access the complete results of the 2018 Florida Spring Training Economic Impact Study, click [here](#).

For more information, contact Jason Hendrix, Director of Communications, at [jhendrix@flasports.com](mailto:jhendrix@flasports.com).

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# Florida Spring Training Generates More Than \$680M in Economic Impact

by Ballpark Digest Editors on [July 31, 2018](#) in [Major-League Baseball](#), [News](#)

The 2018 **Major League Baseball spring training** season in Florida generated an economic impact of \$687.1 million, according to a new Florida Sports Foundation study. The study also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. MLB spring training takes place annually and features 15 MLB teams in 12 Florida cities.

"Each year, fans from around the world come to Florida to enjoy spring training," Florida Governor **Rick Scott**. "With incredible experiences like spring training happening in Florida, our tourism industry continues to break records. I encourage everyone who enjoyed spring training in Florida this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State should make this unique experience a priority for next year."

**Angela A. Suggs**, President and CEO of the Florida Sports Foundation said, "The Sunshine State offers exceptional opportunities for residents and visitors to enjoy the national pastime of Spring Training. We are pleased with the continued success of the Florida Grapefruit



League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play.”

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**Major Contractors - Estimated cost greater than \$250,000**

**October 2015 - August 2018**

<b>Description</b>	<b>Original Scheduled Values</b>	<b>Current Scheduled Values</b>
Field Turf	261,093.47	261,093.47
LaserSurf Southeast Inc	267,260.00	267,260.00
AG Mauro	286,100.00	286,100.00
Graybar	311,536.96	311,536.96
HD Supply- White Cap	385,647.19	378,721.87
Allied Building Products	357,848.20	357,835.95
Imperial Testing Laboratory	382,156.16	371,693.66
Dixie Signs	377,208.93	341,193.93
Hydroworx Int Inc	393,975.00	393,975.00
Allphase- Alarm & Communications	426,174.04	426,174.04
Tritech- Winsupply	482,000.00	477,858.92
US Food	804,918.35	786,398.46
Energy Air- Trane	526,037.00	526,023.42
Gate Precast-Precast	625,689.00	625,689.00
Daktronics Inc	658,342.04	666,585.04
Masonry Systems-KMR Concrete	767,551.40	767,459.50
Dixie Southern Industrial	1,665,707.48	1,665,707.48
HKS INC	3,195,918.32	3,195,918.32
Barton Malow Company	34,769,313.00	34,769,313.00
<b>Subtotal</b>	<b>46,944,476.54</b>	<b>46,876,538.02</b>



**TIMOTHY J. McCAUSLAND**  
CITY ATTORNEY  
226 S. Massachusetts Avenue  
Lakeland, Florida 33801  
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FAX: (863) 834-8204

*e:mail – timothy.mccausland@lakelandgov.net*

August 28, 2018

Katherine Morrison, CPM, FCCM  
Manager of Strategic Industry Partnerships  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Dear Katherine:

I have reviewed our previous correspondence, our existing records and provide this as part of our reporting obligation.

Based on the foregoing, I can advise that the representations in our application remain true and correct as stated. Therefore, it is my opinion that the City continues in compliance with all of the grant requirements contained in Fla. Stat. 288.11631 (2) (a) (1-6).

I've also reviewed any concession contracts related to the facility and determined that there are no concession agreements or service contracts with the applicant that would implicate Fla. Stat. 288.1167. Also, the Detroit Tigers have a contractual obligation to comply with all DEO requirements that are imposed on the City. In so doing, contracts awarded, are done so on the same terms and conditions and in accordance with the goals set forth in 287.09451. Most tasks are done by City or team forces so there is no need for service contracts with the facility.

I hope this has been responsive to your request.

Very Truly Yours,

Timothy J. McCausland  
City Attorney

TJM/aw





**TIMOTHY J. McCAUSLAND**  
CITY ATTORNEY  
228 S. Massachusetts Avenue  
Lakeland, Florida 33801  
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FAX: (863) 834-8204  
e:mail – [timothy.mccausland@lakelandgov.net](mailto:timothy.mccausland@lakelandgov.net)

August 28, 2018


Katherine Morrison, CPM, FCCM  
Manager of Strategic Industry Partnerships  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

RE: Annual Report

Dear Katherine:

I have reviewed the requirements of the application that the City filed in 2015, and also The Spring Training Program Agreement dated October 20, 2016 (Program Agreement) with regard to the continuing requirements for Grant eligibility. I have also reviewed the City's records with regard to the use of the Grant funds, the City's expenditure as its match for Grant funds, other financial reporting of the City of Lakeland, and the existing lease documents related to Lakeland's long-term facility lease with the Detroit Tigers. Based on the foregoing, I am able to verify that the City of Lakeland is in compliance with all statutory requirements and the requirements of the Program Agreement as of the date hereof.

If you have any questions, please feel free to contact me.

Very Truly Yours,  


Timothy J. McCausland  
City Attorney

TJM/aw



# Publix Field at Joker Marchant Stadium

Home of Detroit Tigers Spring Training

[← Back to Spring Training Home](#)

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Following the historic agreement to ensure the Detroit Tigers winter home remains in Lakeland for an unprecedented 100 years, we're excited to unveil the renovations taking place at the newly christened Publix Field at Joker Marchant Stadium.

## More Comfort, Entertainment and Fun

There will be more comfort, more entertainment and more fun in a family friendly atmosphere.

**More Shade** - There are six new covered sections (211-216), increasing the number of covered seats (rows N and up) from 1,246 to 2,098 seats (increase of 41%), while more seats will be shaded with the extended roof. The new 34 Club will provide an additional 203 covered seats, while casting shade to sections 200-201, previously unprotected from the sun.

**More Box Seats** - Sections 111 and 112 have been rebuilt and expanded, and we've added four additional box seat sections down the third base line (113-116), bringing the total seating in the 100 sections from 1,243 to 1,888.

**More Air Conditioned Spaces** - The 34 Club, presented by Miller Lite, located atop sections 200-201, features an indoor bar and seating, an all-inclusive buffet and outdoor

padded seating for 203 fans. Four former suites on the third base side of the press box have been transformed into the On Deck Suite, an all-inclusive space for 36-60 people that includes upscale food and beverages. You can also cool off in the new 1,800 square foot indoor merchandise store, located at the home plate entrance.

**More Concession Stands and Offerings** - The concession stands have been rebuilt and expanded with all new equipment, offering more items, while rotating in new items to keep the menu fresh and exciting. A new point of sale system should shorten wait times and digital menu boards will allow us to easily post new food offerings and food specials.

**More Restrooms (rebuilt and expanded)** - The number of women's restroom toilets is increasing 50% from 48 to 72. Men's toilets/urinals are increasing from 38 to 48. Two new family restrooms have been added.

**More Wheelchair Accessible Seating (and Elevators)** - Four new wheelchair accessible seating sections were added atop sections 212, 214, 215 and 216, and while the wheelchair accessible section in 205 is being removed; the number of ADA seats (wheelchairs and companion seats) increased from 30 to 42. Two additional elevators have been added, bringing the total to three. Elevators will now be located near the home plate, first base and third base entrances.

**More Premium and Group Seating** - The 34 Club, presented by Miller Lite will sit atop sections 200 and 201. This brand new upscale offering celebrates the Tigers relationship with the City of Lakeland that dates back to 1934, the longest-standing relationship between a major league team and a current Spring Training host city. Enjoy an all-you-can-eat buffet (the menu changes daily), air-conditioned indoor seats and outdoor seating. Perfect for individuals and small groups during Spring Training.

**On Deck Suite** - Situated behind section 208, the On Deck Suite provides a living room feel, with comfortable furniture and couches, HD TVs and an all-inclusive buffet (the menu changes daily). Outdoor seating is also available to take in all the action. Ideal for groups of 48-60 during the Flying Tigers season, the On Deck Suite is available for Spring Training in sets of four season tickets.

**Hooters Dugout** - Located adjacent to section 100 just down the first base line, the Hooters Dugout is the prime spot for autographs and player interaction. Perfect for groups of 20-40, the area includes an all-you-can-eat picnic with select ballpark and Hooters food, along with your own private waitress staff.

**Pepsi Pavilion** - Featuring two tiers with covering to protect against the sun and rain, the Pepsi Pavilion is perfect for groups ranging from 30-200 people. A mix of fixed stadium seats, drink rails and picnic tables allow for groups to watch the action or socialize with friends and family, while enjoying an all-you-can-eat picnic.

**Margaritaville** - Presented by Margaritaville Rum & Tequila, located directly down the right field line, the Florida themed Margaritaville Deck mixes a Florida theme with views of the bullpens and clubhouse. Featuring two tiers of seating, Margaritaville is available during

Spring Training to groups of 44-120 and will double as a group/public place during the Flying Tigers season.

**Suites** - Two additional suites have been built at the top of section 205, along with the two existing suites to receive a complete makeover. A portion of the On Deck Suite can be sectioned off to create a fifth suite. Each suite is furnished with new flat screen TVs (includes the MLB package), WiFi, wet bar, indoor seating and 12 outdoor seats.

## New Features

A number of new features have been added - improved technology and public spaces to enhance your game day experience.

**LED HD Video Displays and Scoreboard** - A new state-of-the-art HD videoboard and scoreboard, measuring 46 feet wide by 26 feet tall (1,196 square feet), will sit atop the berm in left field, one of the largest boards in all of Spring Training, along with a ribbon board in right field. These boards will include day experience, from more player information and stats, to new and exciting in-game promotions.

**Sound System** - A new sound system will allow us to control each individual speaker, reducing and increasing the volume where needed.

**Berm Bar** - Sitting under the new scoreboard in left field, the berm bar will feature 360-degree bar seating, picnic tables, and a ticketed 120-foot drink rail with waitress service during Spring Training.

**The Runway** - Built on top of the former Lodwick Field airstrip, The Runway will connect the first base concourse and the berm, providing fans a 360-degree view of the field. Fans will be able to watch the game from drink rails or beach chair seating, get a unique look into the bullpens, check out the history of TigerTown, and enjoy unique food and drink offerings.

**Kids Playground** - Adjacent to the berm, our new playground will be the go to spot for kids of all ages. Centered around a 27-foot inflatable Tiger bounce house, the playground will also feature a whiffle ball field and other interactive games for kids to enjoy.

**New Player Amenities** - As a year around facility and rehabilitation center for both our major and minor league players.

**Clubhouse and Weight Room** - New clubhouses have been constructed for the Detroit Tigers and Flying Tigers, along with a brand new 7,068 square-foot weight room and agility area, one of the largest in all of Major League Baseball.

**Minor League and Practice Fields** - A new observation tower has been constructed, allowing player development staff to get a 360-degree view of the four practice fields. One field has been replaced with artificial turf, making it suitable for play shortly after rain storms and allowing year-round activity, while the other fields underwent maintenance in the offseason. New practice mounds and a 9,000 square-foot air-conditioned batting cage have also been erected.

***Rehabilitation Facilities*** - The new athletic training facility is outfitted with some of today's most advanced treatment and rehabilitative modalities offered, allowing Lakeland to become a year-round rehabilitation and training facility for all major and minor league players. From class IV laser technology to neuromuscular stimulation, the facilities will allow the Tigers sports medicine staff to promote a more efficient environment for the healing process to take place.





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EVENTS

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# Detroit Tigers Spring Training

1:05 pm - 4:00 pm

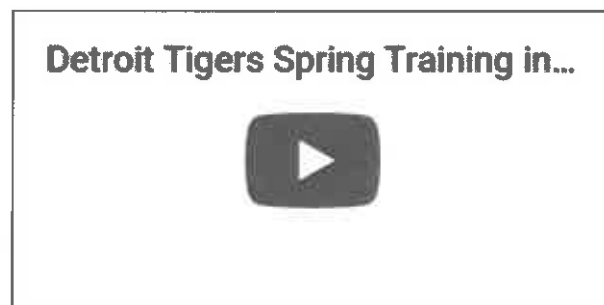
2018 will mark the Tigers 82nd season at state-of-the-art TigerTown in Lakeland, extending the longest-standing relationship between a Major League team and a current Spring Training host city. The 2018 spring season marks the club's 53rd consecutive season of exhibition play at Publix Field at Joker Marchant Stadium.

The Tigers will open the exhibition schedule on Thursday, February 22 as the club plays host to Florida Southern College in the annual matchup against the Moccasins. The Tigers open the home portion of the Grapefruit League schedule against the Toronto Blue Jays on Saturday, February 24.

The home schedule is highlighted by visits from the New York Yankees on Tuesday, March 6,

the Toronto Blue Jays on Saturday, February 24 and Wednesday, March 7, while the New York Mets will visit Publix Field on Friday, March 9 and the Washington Nationals on Monday, March 12.

Read about last year's [Stadium Renovations](#).



Individual game tickets will be available for purchase starting January 13th at the TigerTown box office. For additional ticket information and special group pricing, call the Lakeland ticket office at (863) 686-8075 or visit [tigers.com/springtraining](http://tigers.com/springtraining).

## **Detroit Tigers 2018 Spring Training Home Schedule**



- February 22 vs. Florida Southern College
- February 24 vs. Toronto
- February 25 vs. Pittsburgh
- March 1 vs. Atlanta
- March 2 vs. Miami
- March 3 vs. Tampa Bay
- March 6 vs. New York Yankees
- March 7 vs. Toronto
- March 9 vs. New York Mets
- March 11 vs. Atlanta
- March 12 vs. Washington
- March 16 vs. Philadelphia
- March 17 vs. New York Yankees
- March 19 vs. Baltimore
- March 20 vs. New York Yankees
- March 24 vs. Philadelphia
- March 25 vs. Atlanta
- March 26 vs. Tampa Bay

You may also be interested in [Detroit Tigers Spring Training](#), [Lakeland](#), [Local Brews & Foods](#) or [Safari Wilderness Ranch](#).



### **Joker Marchant Stadium**

2301 Lakeland Hills Blvd , Lakeland, FL 33805

[Get Directions](#)

#### **COST**

Call 863-668-4437 for pricing.

#### **CONTACT INFORMATION**

[866-668-4437](tel:866-668-4437)

[Visit Website](#)



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## Detroit Tigers Spring Training

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### PUBLIX FIELD AT JOKER MARCHANT STADIUM

Capacity	8,000
Year Opened	1966; renovated in 2003
Dimensions	340L, 420C, 340R
Surface	Grass
Local Airport	Orlando or Tampa
Ticket Prices	To be announced
Tickets on Sale	To be announced
Ticket Line	866-66-TIGER (8-4437)
Ticket Web Site	<a href="http://tigers.mlb.com">tigers.mlb.com</a>
Address	Al Kaline Dr., 2301 Lake Hills Blvd., Lakeland, FL 33805
Directions	Take exit 33 off I-4 onto Hwy. 33 South. Tiger Town and the ballpark are approximately 2 miles on the left. There is signage pointing out two parking areas next to the stadium.

## Detroit Tigers Spring Training: The Grand Tradition in Florida

There is now a single greatest institution in Florida spring training: Tiger Town in Lakeland. The Tigers have been training in Lakeland since 1934 and have been playing in Joker Marchant Stadium since 1966. In those many years Tiger Town has evolved into a complete training complex that includes the ballpark, other training fields, dorm, training facilities and team clubhouses.

Though **Publix Field at Joker Marchant Stadium** is the second-oldest ballpark still in use in spring training (LECOM Park dates back to 1923; Joker Marchant Stadium opened in 1966), it doesn't feel old after the latest round of renovations. The Tigers and Lakeland have embarked on a few rounds of renovations in recent years; you can still see the original concrete risers in the grandstand, but otherwise everything else about the ballpark has been upgraded.

The changes implemented for 2017 were among the most extensive ever. On the player/front-office side, the old administration building was torn down, with a new administration building (complete with new clubhouses and training facilities) going up in right field. That's a big change, but the other changes are focused on the fan side.



New in right field: a space the Tigers call the Runway, featuring a long drink rail, new concessions and additional four-top seating. The Runway is a reference to the site's history as a aerial training center during World War II. When Joker Marchant first opened, the old training runway was still present past right field, as well as Quonset huts used to house pilots and trainers. (The Quonset huts are still there. You cannot see them from the ballpark, but they can be seen from the parking lot.) This is a huge area, and it also has one additional function: it makes Joker Marchant Stadium a more accessible ballpark with a 360-degree concourse.

Tiger Town is one of the more historically interesting sites in the Grapefruit League. It was [built on the site of a World War II flight school](#), the Lodwick School. Between 1940 and 1945 more than 8,000 cadets, including British Royal Air Force cadets, attended the Lodwick School of Aeronautics and more than 6000 graduated. Some of the remnants of that school still exist, including several hangars that have been renovated and used for various purposes.

## Spring Training History

The Detroit Tigers have trained in Lakeland since 1934. Other spring-training homes of the Tigers: Detroit (1901); Ypsilanti, Mich. (1902); Shreveport (1903-1904); Augusta, Ga. (1905-1907); Hot Springs, Ark. (1908); San Antonio (1909-1910); Monroe, La. (1911-1912); Gulfport, Miss. (1913-1915); Waxahachie, Texas (1916-1918); Macon, Ga. (1919-1920); San Antonio (1921); Augusta, Ga. (1922-1926); San Antonio (1927-1928); Phoenix (1929); Tampa (1930); Sacramento (1931); Palo Alto, Cal. (1932); San Antonio (1933); Lakeland (1934-1942); Evansville (1943-1945); Lakeland (1946-present).

## Ballpark History

Joker Marchant Stadium was built in 1966 and named after the city's popular parks and rec director, Joker Marchant.

The 800-seat Henley Field, the former spring-training home of the Tigers, still exists and was used by the Lakeland Tigers for the 2002 spring training season. The Cleveland Indians used Henley Field for spring training from 1924 to 1927, and the Tigers used it for spring training between 1934 and 1966. Florida Southern University calls Henley Field home.

[Detroit Tigers Home](#) | [If You Go ...](#) | [More Photos](#) | [2019 Schedule](#) | [Minor League Schedule](#)

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Sports

## Statue of Joker Marchant and George Jenkins unveiled at stadium

By Brady Fredericksen

Posted Feb 24, 2017 at 1:40 PM

Updated Feb 27, 2017 at 2:55 PM

Joker Marchant, now embodied in a statue with George Jenkins, told the Joker Marchant Stadium fans in 1966 to put their peanut shells in their pockets.

LAKELAND — Mayor Howard Wiggs told the story like he had just seen it happen.

The late Joker Marchant made an announcement prior to the first spring training game played at Joker Marchant Stadium back in 1966. The city's longtime parks and recreation director was so proud of his stadium — one that still houses the Detroit Tigers today — that he asked the crowd to do him a favor:

“He announced to all the fans that they needed to put their peanut shells in their pockets on the way out and not leave their trash in the stadium,” Wiggs said to the crowd of about 100 gathered at Publix Field at Joker Marchant Stadium on Friday.

With a collection of TV cameras focusing in, Marchant's granddaughter, Tara Bassett, and George Jenkins' grandson, Wesley Barnett, grabbed oversized pairs of scissors and approached a covered statue outside of the stadium's main gates.

What they unveiled was a stainless steel and bronze statue representing two Lakeland staples — Jenkins and Marchant — shaking hands, with smiles draped across their faces.

The statue, made by Pennsylvania artist Becky Ault, was the final addition to the newly renovated Publix Field at Joker Marchant Stadium — which held its first Grapefruit League game between Detroit and Baltimore on Friday.

“The Tigers take a great deal of pride in this being the longest relationship between a city and a professional baseball team,” said Tigers Executive Vice President of Business Operations Duane McLean. “It’s something that we cherish. The relationships we have with the folks here, it’s a match made in heaven.”

Tigers hall of famer Al Kaline, who was at the stadium as a player during that inaugural game in 1966, spoke of his friendships with both Jenkins and Marchant. He was joined in the front row by current Tigers reliever Kyle Ryan, an Auburndale native, as well as city and county commissioners and Publix and Tigers personnel.

“From Henley Field to Joker Marchant and now, to this beautiful, wonderful complex right here — Publix Field at Joker Marchant Stadium — we are honored to be part of the community,” Kaline said. “When you think about the Tigers, you can think about a lot of great players. But when you think about Publix, there is only one person you really think about — that’s Mr. Jenkins.”

— *Brady Fredericksen can be reached at [brady.fredericksen@theledger.com](mailto:brady.fredericksen@theledger.com) or 863-802-7553.*

*Follow him on Twitter: [@Brady\\_Fred](https://twitter.com/Brady_Fred).*





Tigers Spring Training 2018 First Practice Dates Pitchers & Catchers: February 14

Position Players: February 18

Table with 3 columns: Year, Total, Average. Rows for years 2008-2017.

Spring Training Info

- Teams: Arizona Diamondbacks, Atlanta Braves, Baltimore Orioles, Boston Red Sox, Chicago Cubs, Chicago White Sox, Cincinnati Reds, Cleveland Indians, Colorado Rockies, Detroit Tigers, Houston Astros, Kansas City Royals, Los Angeles Angels, Los Angeles Dodgers, Miami Marlins, Milwaukee Brewers, Minnesota Twins, New York Mets, New York Yankees, Oakland A's, Philadelphia Phillies, Pittsburgh Pirates, San Diego Padres, San Francisco Giants, Seattle Mariners, St. Louis Cardinals, Tampa Bay Rays, Texas Rangers, Toronto Blue Jays, Washington Nationals

- Ballparks: Grapefruit League, Ballpark of the Palm Beaches, Champion Stadium, Charlotte Sports Park, Ed Smith Stadium, First Data Field, FL Auto Exchange Stadium, Hammond Stadium, JetBlue Park, Joker Marchant Stadium, LECOM Park, Roger Dean Stadium, Spectrum Field, Steinbrenner Field

- Cactus League: Camelback Ranch, Goodyear Ballpark, Hohokam Stadium, Maryvale Baseball Park, Peoria Sports Complex, Salt River Fields, Scottsdale Stadium, Sloan Park, Surprise Stadium, Tempe Diablo Stadium

Facebook widget: Become a fan of Spring Training Connection at facebook for frequent updates about

Joker Marchant Stadium Spring Training home of the Tigers since 1966

Ballpark address: 2301 Lakeland Hills Blvd. Lakeland, FL 33805

Opened: 1966 Capacity: 9,000

SEND THIS PAGE TO A FRIEND



THIS PAGE WILL BE UPDATED LATER TO REFLECT THE CHANGES THAT WERE MADE TO THE STADIUM FOR 2017. DUE TO ITS RENOVATION, SOME INFORMATION BELOW WILL BE INACCURATE.

Location

Joker Marchant Stadium is a short drive from I-4. Appropriate for a team from the Motor City, the ballpark's neighbors are auto dealerships. Lakeland's local Honda, Acura and GMC dealerships are in the ballpark's backyard -- cars for sale are literally in the shadows of the third base side grandstand.

Directions

Take I-4 to Exit 33 and follow Route 33 South (Lakeland Hills Blvd.) for about 2 1/2 miles and the ballpark will be on your left.

Parking

Although the lot surrounds the stadium, most people park on its first base side in either a grass field or paved lot. You don't want to park on the stadium's third base side, as the limited spaces there are in harm's way. Harm being foul balls. The large grass field behind left field is safe. Just take Granada Street and enter it via Horton Way. A cheaper parking alternative is available at Christ Lutheran Church, which is across the street from the stadium's left field lot entrance. The parking fee there is only \$5 and you'll have the added benefit of avoiding post game parking lot congestion. Just look for the church's \$5.00 baseball parking signs and some older-aged volunteers, whom are church congregation members that in many years also operate a charity hot dog concession in their parking lot that is alongside Granada and about 50 yards from the stadium lot entrance. And when that paved lot fills up, you can also park for \$5 or less at the nearby Peak Worship church, where donations are accepted to park on their lawn, which is along Granada Street too but is a few minutes walk further from the stadium.

Stadium Cost: \$10

Stadium Information

With its Mediterranean-style facade and nicely landscaped exterior, Joker Marchant Stadium is a lovely site to behold. Surrounded by lush trees, it's the centerpiece of the Tigertown complex and has been hosting Tigers spring training games for five decades. The team has trained in Lakeland even longer, since 1934 (excepting the World War II years of 1943-45). The relationship between the city and team is the longest in spring training history. Built for just \$360,000 in 1966, Joker Marchant Stadium was erected with concrete structure during a time when other stadiums were being built with structural steel (concrete withstands rust, structural steel does not). It has expanded over the years from its original capacity of 4,900 through renovations. The most recent one, completed just prior to the 2003 season at a cost of \$10 million, added a berm in left field. The stadium was named after the city's former Parks and Recreation Director, Marcus "Joker" Marchant, who was instrumental in establishing the Tigertown complex.

Fast Facts

- The single lane streets outside the stadium are named for past Tiger greats (Kaline Drive and Horton Way).
Fans enter the stadium through its narrow home plate gate or via the much wider first and third base gates.
The ticket office is adjacent to the home plate gate and has a covered waiting area that's partially paved with engraved personalized bricks. Will call tickets can be picked up at each of the 8 windows.
The concourse is behind the stadium and is completely covered. On the portion behind the main grandstand are a handful of scattered picnic tables.
The bullpens are next to each other directly behind the right-center field wall. Fans can look down into them from the wide walkway above their location.
The clubhouses and Tigers' executive offices are housed in the lengthy three-story building that is alongside the backside of the right field concourse.
A large screen video board debuted in 2017 to serve as the stadium's main scoreboard. It hovers in left-center field behind the berm.
There is one permanent location selling Tigers merchandise. That's the team store, called The D Shop, which can be walked into from the concourse behind home plate and is close to the portal leading to sections 105 & 106 and 205 & 206. Smaller selections of souvenirs are also available at stands set up on each side of the concourse.

Practice Fields

- The Tigertown complex is behind the outfield and includes six practice fields. Fields 1 through 4 are in a cloverleaf formation. The other two fields are named for a pair of Tigers legends and are on opposite ends of the complex. Al Kaline Field is found behind the Joker Marchant Stadium berm while Hank Greenberg Field is near the Tigertown entrance gate.
Once the Tigers' spring training schedule begins, fans are not allowed into Tigertown to watch any of the back field practicing. However, fans can stand behind the outfield fences of three of the fields -- #2 and #3, plus Al Kaline Field, which is the Tigers' main practice field. For all three fields, plenty of standing room is available in batting practice home run territory between the easy-to-see through chain-linked fences and Granada Street.
The Tigers take their batting practice inside of the stadium, generally starting three hours before game time and ending just as the gates open. But fans can pay an extra \$5 to get into the stadium early to see Tigers BP. The cost of the "BP Pass" can be added to the price of a game ticket when bought online or at the box office, where already bought tickets can be upgraded, and early admission is through the 3rd Base gate only, as only the left field berm and left field line grandstand will be open. The time for early batting practice admittance can vary slightly. It's usually 10:00 a.m. but it actually depends on when the Tigers start hitting, which could be later, with their BP generally starting by 10:15 at the latest.

Types of Seating

Fans have their choice between traditional stadium seats with chair backs and armrests, bleachers with or without seat backs, or the outfield lawn.

- Stadium seats: Sections 100-112 and 200-210.



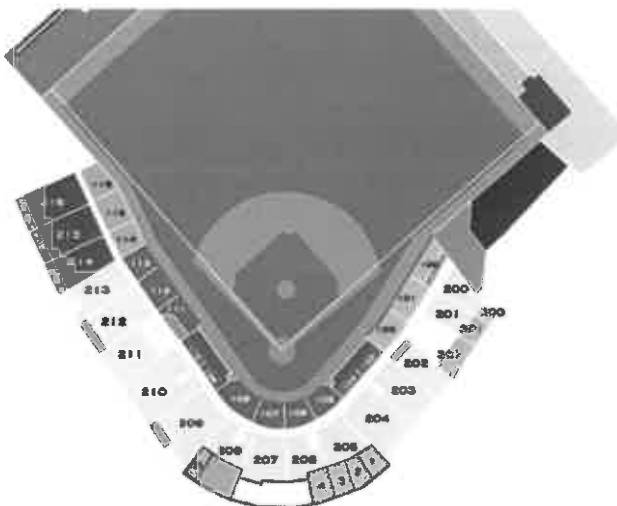


ballpark news, schedule releases and more.

- Bleachers: none
- Berm: A 45-foot sloped hill with a capacity of 400 people encompasses all of left field.

**Notes about the seating**

- The Tigers dugout is on the first base side. To make sure you're on the home side of the stadium, buy your tickets in sections 100-106 or 200-206.
- An aisle divides the stadium's main grandstand into two distinct sections. Box seats are below the aisle. Reserved seats above it. There are far more reserved seats than box seats.
- All stadium seats have cup holders.
- Handicapped accessible seating is spread throughout the grandstand. It can be found on the aisle above sections 100 and 111, in a dedicated space within section 202, in a raised platform atop section 203, and at the top of sections 209, 212-216 and 302. (Note: Wheelchair spaces and companion seating are designated as row U in sections 212, 214-216 and row W for section 213.)
- The protective netting spans pretty much all of the grandstand, going from sections 100-115 (only most of section 116 is spared).
- Standing room is plentiful on or around the berm. Limited standing room is available directly behind the box seats in the open space between the third base grandstand and bleachers plus in a similar area on the stadium's first base side.
- Ushers in the main grandstand keep its narrow cross-aisle clear at all times and will generally prevent anyone from trying to sneak into a box seat that's sans a ticket for one. They will, however, let you plop down anywhere else in the stadium if you can find an available seat.



**Sections and rows**

- Rows for sections in the stadium's lower grandstand range as follows: AA to EE in section 100; AA to HH in sections 101-102; FF to HH in sections 103-104; AA to HH in sections 105-108; FF to HH in sections 109-110; AA to HH in sections 111-116
- Rows for sections in the stadium's upper grandstand range as follows: A to Q in sections 200-201; D to X in section 202; A to W in sections 203-204; A to M in section 205; A to Q in sections 206-207; A to M in section 208; A to X in sections 209-210; G to W in section 211; A to T in section 212; A to W in section 213; A to T in sections 214-216
- Rows for sections in the stadium's club level range as follows: A to F in sections 300-302
- Rows I and O are skipped in all sections.

**Tickets**

- The first three rows of sections 100-113 are sold as Field Box.
- Sections 100-102 are sold as 1st Base Box (except for the 3 rows of Field Box seats).
- Sections 103-113 are sold as Infield Box (except for the 3 rows of Field Box seats).
- Sections 114-116 are sold as Left Field Box.
- Sections 200-213 are sold as Reserved.
- Sections 214-216 are sold as Left Field Reserved.
- Sections 300-302 are sold as 34 Club.
- Space on the left field lawn is sold as Berm.
- Standing space on the right field concourse is sold as Runway.
- Prior to their 3rd birthday, children do not need a ticket.

**Seats to avoid**

Some of the best seats in the house unexpectedly have a protective net in front of them. All Box seats in sections 101 and 102 are affected. They are the first two sections to the right of the Tigers' dugout. Stay away from them unless you don't mind looking through the black netting normally only found behind home plate, where a screen is not as annoying because it's expected.

The final flawed seats worth mentioning are the front rows (row A) of sections 203-210, from where fans have to deal with the double annoyance of obstruction by a too high handrail and foot traffic passing by on the aisle in front of them.

**Seats in the shade**

The stadium's roof covers rows N & up in sections 202-210. Not only are all seats in those rows covered (and thereby shaded), but because the sun is positioned behind the main grandstand shade is able to creep down further in the nine sections that the roof partly covers. For the typical 1:05 afternoon start, seats that are fully shaded can be found in rows E & up in sections 202-205, F & up in section 206, G & up in section 207, J & up in section 208, and L & up in sections 209-210. Once daylight saving time begins, the seats that receive shade at the beginning of the game shift to at least rows G & up in sections 202-204, F & up in section 205, H & up in section 206, K & up in section 207, L & up in section 208, and N & up in sections 209-210. As the game progresses, more entire rows of seats in sections 206-210 become shaded.

**VIP seating**

There are six suites, each named after a Tiger legend, on either side of the press box. Two are on the first base side of home plate and four extend down the third base line. All six have balconies with stadium seats.

**Game Day**

Gates open approximately 2 hours before first pitch - at 11:00 a.m. for an afternoon (1:05) start.

**Food, drink and bag policy**

- No food can be brought into the stadium.
- Fans are allowed to bring in a sealed bottle of water. Aside from never opened water, all other bottles, cans, thermos jugs and liquid containers are not permitted in the stadium.
- Bags are allowed up to a maximum size of 16" x 16" x 8".

**Getting autographs**

The Tigers' clubhouse is down the right field line and Tigers players will sign for fans gathered in the box seats between it and their dugout, both before and after the game. The visiting team uses the same clubhouse but their players usually take a route to it that cuts across the field, whereas the Tigers walk along the warning track close to the first base stands. So Lakeland's ballpark is a so-so one for home team autographs and a lousy place for those who prefer signatures from the visiting team. Serious autograph hounds will want to head to the right field corner outside of the stadium following the game and take their chances on a Tiger or two emerging from their clubhouse. The visiting team's bus will also be parked nearby, but behind the fence in a restricted area. So once again fans of the visiting team will likely be thwarted in their autograph pursuits.

**Unique ballpark fare**

Your taste buds will love the Lakeland concession stands. The Little Caesars Pizza stand is a natural fit, given that Tigers owner

Mike Ilitch owns the pizza chain. A brat with sauerkraut and turkey burger is on the ballpark menu, in addition to the regular hamburgers, hot dogs and grilled chicken sandwiches that are found at the eight-sided hut on the first base concourse. Specialty stands set up throughout the back of the main concourse are the place to find a whole bunch of not normal ballpark food. Long prominent among them is the stand standing on the third base concourse that serves up big turkey legs along with pulled pork and BBQ nachos. The rest of the rotation can change yearly, with 2015 seeing the introduction of a booth hawking Flint-style Coney Island dogs. The craft beer bar on the first base side concourse has the best non-tap beer selection in the stadium, which serves a small variety of typical or otherwise popular selections on draft (think Miller Lite and Yuengling Lager). Fountain drink pouring rights belong to Pepsi.

**2018 Tigers Spring Training Schedule**  
(only home games at Joker Marchant Stadium are listed)

February/March						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				22 Fia Southern 1:05 <a href="#">Tickets</a>	23	24 Blue Jays 1:05 <a href="#">Tickets</a>
25 Pirates 1:05 <a href="#">Tickets</a>	26	27	28	1 Braves 1:05 <a href="#">Tickets</a>	2 Marlins 1:05 <a href="#">Tickets</a>	3 Rays 1:05 <a href="#">Tickets</a>
4	5	6 Yankees 1:05 <a href="#">Tickets</a>	7 Blue Jays 1:05 <a href="#">Tickets</a>	8	9 Mets 1:05 <a href="#">Tickets</a>	10
11 Braves 1:05 <a href="#">Tickets</a>	12 Nationals 1:05 <a href="#">Tickets</a>	13	14	15	16 Phillies 1:05 <a href="#">Tickets</a>	17 Yankees 1:05 <a href="#">Tickets</a>
18	19 Orioles 1:05 <a href="#">Tickets</a>	20 Yankees 1:05 <a href="#">Tickets</a>	21	22	23	24 Phillies 1:05 <a href="#">Tickets</a>
25 Braves 1:05 <a href="#">Tickets</a>	26 Rays 1:05 <a href="#">Tickets</a>					

\* Single game tickets went on sale Saturday, January 13. Links in calendar are to TicketNetwork inventory.

[See the full 2018 Tigers Spring Training schedule](#)

**Ballpark Area Info**

Lakeland is the only remaining spring training site in Florida that doesn't have a beach or major amusement park within a 10 mile or so drive. Really, it's just a sleepy central Florida town best known as the home of Publix Super Markets and as a destination for aviation buffs ([Fantasy of Flight](#) is nearby). As its name would suggest, Lakeland does have lots of lakes, one of which (Lake Parker) you can see from the upper third base grandstand. But unlike the majority of other Grapefruit League cities, it's not a place you'd normally visit outside of spring training although there is one site that many folks do stop by year-round to see. That would be the "Child of the Sun" collection of buildings found at Florida Southern College, which is about four miles from the stadium, that were designed by the legendary American architect Frank Lloyd Wright. The college's campus is home to a dozen such buildings, making it the largest single-site collection of Wright's architecture in the world.

**Travelers' notes**

- The stadium is just a couple miles south of I-4.
- [Henley Field](#), the Tigers' original spring training home in Lakeland, is just 1.4 miles from Joker Marchant Stadium and is still used by Florida Southern College, a Division II school that has won 9 baseball championships.
- The stadium's location is less remote than it feels, but Lakeland is definitely not the typical tourist town in a state full of them.

**Hotels close to Joker Marchant Stadium**

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Distance	Hotel	Street Address	City/Zip	Phone
1.2 miles	Motel 6	3120 US Highway 98 N	Lakeland, FL 33805	863-682-0643
1.3	America's Best Inn	508 E Memorial Blvd	Lakeland, FL 33801	863-682-0303
1.3	Ramada	3260 US Highway 98 N	Lakeland, FL 33805	863-688-8080
1.4	Economy Inn	1224 E Memorial Blvd	Lakeland, FL 33801	863-683-7954
1.6	La Quinta Inn	1024 Crevasse St	Lakeland, FL 33809	863-859-2866

[LIST YOUR HOTEL](#)

**Restaurants close to Joker Marchant Stadium**

Distance	Restaurant	Street Address	City/Zip	Phone
0.25 miles	Charlie's Family Restaurant	2614 Lakeland Hills Blvd	Lakeland, FL 33805	863-683-2999
0.5	Chin Take Out	1801 N Florida Ave	Lakeland, FL 33805	863-683-4040
0.85	Cafe Roti	200 Parkview Pl	Lakeland, FL 33805	863-688-2800
0.9	Cajun Crab Shack	1316 N Florida Ave	Lakeland, FL 33805	863-687-4441
1.0	Crab Kitchen	428 W 10th St	Lakeland, FL 33805	863-687-2722
1.2	Bob Evans	3130 US Highway 98 N	Lakeland, FL 33805	863-688-0039
1.2	Denny's	3204 US Highway 98 N	Lakeland, FL 33805	863-687-3390
1.2	Burger King	3212 US Highway 98 N	Lakeland, FL 33805	863-688-9916
1.2	Long John Silver's	3108 US Highway 98 N	Lakeland, FL 33805	863-680-2906

[LIST YOUR RESTAURANT OR BAR](#)

**Airports close to Joker Marchant Stadium**

Distance	Airport	Airport Code
6.9 miles	Lakeland Linder Regional	LAL
36.3	Tampa International	TPA
44.8	Orlando International	MCO
46.8	St. Petersburg-Clearwater International	PIE
60.2	Sarasota Bradenton International	SRQ
80.6	Melbourne International	MLB
93.9	Daytona Beach International	DAB



[CONTACT US WITH ANY QUESTIONS ABOUT TIGERS SPRING TRAINING](#)

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Flying Tiger's Facebook page: <https://www.facebook.com/OfficialLakelandFlyingTiger/>

Post Message: Well, we bid a fond farewell to MLB Spring Training 2018 on Monday @🌞, but have no fear! Our Tigertown Parks & Rec crew doesn't get to lay around for 10 months! Lakeland Flying Tigers Baseball starts up AP Sell Out crowd for today's Tigers' game at Publix Field at Joker Marchant Stadium!#CreekOutThatFieldThrough #TeamParkRec Did you know Lakeland was host to national TV stations the MLB Network and Fox Sports yesterday?!? #supercool 🌞 #IamLakeland AND do you see how awesome the fields and grounds look?!? #TeamParkRec #springtraining2018 #lazars Another gem from Bryan! This YIP award presentation was a fun one! With all the hubub of Spring Training it can be tough for Bob Donehay to present the nominations. So, nominee Stephen Novak met Bob on the field to receive his! As We've got a couple of days between games out at Publix Field at Joker Marchant Stadium. Until then, check out this awesome pic from Bryan :) Spring Training 2018 - crew pics Eeeeeeeek! It's opening day for Publix Field at Joker Marchant Stadium and we are ready to go! Detroit Tigers Anyone planning on checking out a game?!? Photo cred: Bryan If you've heard us say it once, you've heard it a thousand times. Our team is some of the best talent you can find! Well, our crew that maintains Publix Field at Joker Marchant Stadium keeps the field and the grounds Don't worry Detroit Tigers! We've got the best grounds crew in the Grapefruit League busting a move :) #ThingofBeauty #SpringTrainingHomeoftheTigers #PublixFieldatJokerMarchantStadium #Lakeland The Yay! We can't wait to have you all back! #takemeouttotheballgame #SpringTrainingHomeoftheTigers #PublixFieldatJokerMarchantStadium 🇺🇸

**City of Sarasota  
(Baltimore Orioles)**



August 14, 2018

Ms. Katherine Morrison, CPM, FCCM  
Deputy Director, Office of Partnership Engagement  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Re: City of Sarasota OTTED Grant for  
Retention of Spring Training Facility

Dear Ms. Morrison:

Pursuant to F.S. 288.11631(4), we are submitting the following exhibits, which are required as part of our annual report for the above-referenced grant:

1. A one page summary clearly documenting the local and state funds expended on the facility through June 30, 2018.
2. Copies of both the Memorandum of Understanding (MOU) between Sarasota County and the Baltimore Orioles, and the Interlocal Agreement between the City of Sarasota and Sarasota County are included to evidence the contractual relationships.
3. A summary of the current economic impact of the spring training facility on the local level.
4. Please see attached letter with attachments, updating the items previously supplied to Dr. Brill that evidences we continue to meet the criteria in effect when the City of Sarasota was certified and recertified.

If you have any questions regarding the documents submitted, please contact me.

Sincerely,

Kelly R. Strickland, CPA, CGFO  
Finance Director

Attachments

**Post Office Box 1058, Sarasota, Florida 34230**

Sarasota County Board of County Commissioners  
 Capital Project Report  
 Spring Training Facilities - 93055  
 Project Summary as of September 2016\*\*

Funding Source	Project Amount
OTTED*	8,951,098.79
Other	26,795,366.71
Total***	<u>35,746,465.50</u>

\* Represents the OTTED Funding (includes \$272,294.00 in Interest Earnings)  
 \*\* This report contains the County Contribution, City Contribution, Orioles Contribution, and Interest Earnings  
 \*\*\* This project has been completed and closed (as of June 2016).

Sarasota County Board of County Commissioners  
 Capital Project Report  
 Ed Smith Environmental Remediation - 93056  
 Project Summary as of September 2016\*\*

Funding Source	Project Amount
OTTED*	823,489.87
Total**	<u>823,489.87</u>

\* Represents the OTTED Funding  
 \*\* This project has been completed and closed.

Total project costs are \$35,746,465.50 plus \$823,489.87 for a total of \$36,569,955.37. The City provided the County with \$9,753,524.00 that was used by the County for the renovation of the Stadium and is included in the total of \$36,569,955.37. The \$9,753,524.00 came from the OTTED grant funds on hand through 8/15/2011 and the proceeds of bonds issued by the City. Funding of the bond principal and interest payments is covered by the OTTED funds received since 8/15/2011. Since the bond principal and interest is being paid with the OTTED funds, the OTTED funds on hand as of 8/15/2011 and the bond proceeds are State funds, and the difference is local funds. Therefore, of the \$36,569,955.37 in total project costs, \$26,816,431.37 is local funds and \$9,753,524.00 is State funds.

Award -  
 \$15 million  
 \$5,625,045  
 e 7/31/18





BOARD RECORDS  
FILED FOR RECORD

CONTRACT NO. 2009-398  
BCC APPROVED 7/22/2009

Exhibit 2

2009 JUL 24 PM 3:36

KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL

INTERLOCAL AGREEMENT  
BETWEEN THE  
CITY OF SARASOTA  
AND  
SARASOTA COUNTY  
FOR  
MAJOR LEAGUE BASEBALL SPRING TRAINING USE  
BY THE  
BALTIMORE ORIOLES

This Interlocal Agreement is entered into this 24<sup>th</sup> day of July, 2009 by and between the City of Sarasota, Florida and Sarasota County, Florida.

Section 1. Recitals.

- 1.1 The City owns a Major League Baseball Spring Training Complex which is referred to as the City of Sarasota Sports Complex.
- 1.2 The Sports Complex has been used for Major League Baseball Spring Training Activities since 1989. The Sports Complex is presently leased to the Cincinnati Reds Major League Baseball club under a lease that will expire on October 31, 2009
- 1.3 The City and the County each desire that the Sports Complex continue to be used for Major League Baseball Spring Training Activities.
- 1.4 The Sports Complex requires substantial renovation in order to attract a Major League Baseball team to conduct its Spring Training Activities at the Sports Complex.
- 1.5 The City has expressed its desire to transfer ownership of the Sports Complex to the County for use as a substantially renovated Major League Baseball Spring Training facility.
- 1.6 The County is interested in acquiring ownership of the Sports Complex for such use.

Section 2. Legal Authority.

2. This Agreement is entered into under the authority of Chapters 125 and 166, Florida Statutes and Section 163.01, Florida Statutes.

**Section 3. Definitions.**

**“City” means the City of Sarasota, Florida a municipal corporation.**

**“County” means Sarasota County, Florida a political subdivision of the State of Florida.**

**“Environmental Monitoring and Reporting Requirements” means obligations of the City under applicable environmental laws and as set forth in a consent order entered into between the City and the Florida Department of Environmental Protection with respect to the Sports Complex.**

**“Furniture, Fixtures and Equipment” means all of the furniture, fixtures and equipment used and useful in connection with the operation, maintenance and use of the Sports Complex as more fully described on the attached Exhibit “A”.**

**“OTTED” means the Florida Office of Tourism, Trade, and Economic Development.**

**“OTTED Funds” means grant funds provide by the State of Florida to the City through OTTED for the purpose of constructing new or substantially renovated Major League Baseball Spring Training facilities in order to attract or retain a Major League Baseball club to conduct its Spring Training Activities within the State of Florida.**

**“Spring Training Activities” means Major and Minor League player preseason training, Major and Minor League games, player rehabilitation, extended spring training operations and other year-round baseball related activities.**

**“Sports Complex” means the City of Sarasota Sports Complex consisting of approximately 37 acres of land and improvements located at the intersection of 12<sup>th</sup> Street and Tuttle Avenue, together with approximately 15 acres of additional lands located North of 12<sup>th</sup> Street and South of 17<sup>th</sup> Street more particularly described on the attached Exhibit “B”.**

**“TDT Revenues” means Tourist Development Tax Revenues collected by the County as authorized by Section 114-64 of the Sarasota County Code, to be used to fund the costs to construct and maintain Major League Baseball Spring Training facility.**

**Section 4. City Obligations.**

4. Subject to the Conditions Precedent set forth in Section 6 hereof, the City agrees as follows:
  - 4.1 The City agrees to transfer ownership of the Sports Complex to the County by fee simple deed at such time as the County shall reasonably request after the lease of the Sports Complex to the Cincinnati Reds has expired.
  - 4.2 The City agrees to continue to perform its Environmental Monitoring and Reporting Requirements after the effective date of this Interlocal Agreement and following transfer of title to the Sports Complex to the County.
  - 4.3 The City agrees to transfer the Furniture, Fixture and Equipment to the County by Bill of Sale to be delivered to the County simultaneously with the delivery of the deed to the Sports Complex.
  - 4.4 The City agrees to provide the County with copies of all documents, surveys and reports pertaining to the condition of and use of the Sports Complex as requested by the County.
  - 4.5 The City agrees to take such action as may reasonably be necessary, including the filing of an amendment to its OTTED grant funding application, to satisfy OTTED that the grant funding will be made available and can be used to fund the substantial renovation of the Sports Complex to be leased to the Baltimore Orioles Major League Baseball club.
  - 4.6 The City agrees to use its best efforts to issue its bonds to be repaid by the OTTED funds no later than thirty (30) days following receipt of notice from the County that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
  - 4.7 The City agrees to transfer the accumulated OTTED funds and actual OTTED bond proceeds, less reasonable costs of issuance, to the County in an amount estimated to be not less than \$7.5 million within three (3) days after the bond closing.
  - 4.8 The City agrees to provide expedited review and priority scheduling for any permit or development approval submitted to the City by the County, or its designee, in connection with the renovation, expansion or use of the Sports Complex.
  - 4.9 The City agrees to be bound by the terms of the Environmental Indemnification in favor of the Baltimore Orioles and the County as set forth in the attached Exhibit "C." Upon adoption of this Interlocal Agreement, the City and County shall promptly present to the Orioles for acceptance the terms and conditions of Exhibit "C." Upon written acceptance by the Baltimore Orioles, the Environmental Indemnification and the rights and obligations of the City, the County and the Orioles set forth in Exhibit "C" shall be fully enforceable with all remedies at law and in equity available to the City, County and the Orioles.

Section 5. County Obligations.

5. Subject to the Conditions Precedent set forth in section 6 hereof, the County agrees as follows:
  - 5.1 The County agrees to accept the transfer of ownership of the Sports Complex from the City for use as a Major League Spring Training and community use facility. The purchase price to be paid by the County to the City at the time of transfer shall be One dollar.
  - 5.2 The County agrees to use its best efforts to negotiate the terms of a Memorandum of Understanding with the Baltimore Orioles Major League Baseball club which would obligate the County and the Baltimore Orioles to design and complete a substantial renovation to the Sports Complex for use by the Baltimore Orioles pursuant to the terms of a thirty (30) year lease. The Memorandum of Understanding shall include provisions insuring the continued community use of the Sports Complex for not less than twenty-one (21) days per year and may include provisions granting naming rights to the Sports Complex to the Baltimore Orioles.
  - 5.3 The County agrees that it shall take all actions necessary to insure that the Baltimore Orioles continue to occupy the Sports Complex and to otherwise comply with the OTTED grant conditions during the term of the OTTED grant obligations, including the filing of a civil lawsuit seeking injunctive relief or specific performance, if necessary.
  - 5.4 The County agrees to conduct the public hearing necessary to allow it to amend its TDT plan to allow the use of up to one-half of one percent of its TDT Revenues to construct Major League Baseball Spring Training facility.
  - 5.5 The County agrees to use its best efforts to issue its bonds to be repaid from its TDT Revenues no later than thirty (30) days after it notifies the City that it, or its designee, is prepared to authorize a contract for the substantial renovation of the Sports Complex.
  - 5.6 The County agrees that the City shall have no financial obligation to provide funding for the substantial renovation of the Sports Complex other than the City's obligations with respect to the OTTED funds.
  - 5.7 The County agrees that the City shall have no financial obligation to provide funding for the operation and maintenance of or capital repairs and improvements to the Sports Complex during the time that the Sports Complex is in County ownership.
  - 5.8 The County agrees that the City will have no financial obligation to pay ad valorem taxes or assessments levied or imposed against the Sports Complex during the time that the Sports Complex is in County ownership.

- 5.9 The County agrees that the plaques honoring Ed Smith and Red Ermish presently at the Sports Complex will be displayed at the Sports Complex following its substantial renovation.
- 5.10 The County agrees that the City shall have the right to access tickets provided to the County for economic development purposes for Major League Spring Training games through a process to be established by the County provided that such use shall be for economic development purposes.
- 5.11 The County agrees to notify the City at such time as any bonds, including refunding bonds, issued to fund capital improvements to the Sports Complex are repaid in full.

#### Section 6. Conditions Precedent.

- 6. The obligations of the City and County are conditioned upon the satisfaction of the following conditions precedent:
  - 6.1 Receipt of concurrence from OTTED, or other State office or official having the requisite authority, indicating that the OTTED Funds may be transferred by the City to the County for use in connection with a substantial renovation of the Sports Complex and long term lease of the Sports Complex to the Baltimore Orioles.
  - 6.2 Execution of a Memorandum of Understanding between the County and the Baltimore Orioles pursuant to which the County and the Baltimore Orioles agree to cause the substantial renovation of the Sports Complex using OTTED bond proceeds, and accumulated OTTED funds, TDT bond proceeds, and legally available accumulated TDT funds, and funds contributed to the project by the Baltimore Orioles, if required, as well as agreement on the terms of a lease of not less than thirty (30) years pursuant to which the Baltimore Orioles will be obligated to hold Spring Training Activities at the Sports Complex.

In the event that one or both of the above-described conditions precedent are not satisfied prior to September 30, 2009 then either the City or the County may elect to terminate this Interlocal Agreement by providing written notice of termination to the other party.

#### Section 7. Future Use and Ownership of the Sports Complex.

- 7.1 The County shall have the obligation to transfer ownership of the Sports Complex back to the City in the event that: (1) Major League Spring Training Activities at the Sports Complex are discontinued by the Baltimore Orioles for a period of two (2) years and no other Major League Baseball club agrees to use the Sports Complex for Spring Training Activities, and (2) the County has repaid any and all debt issued in connection with the substantial

renovation of the Sports Complex or any future capital repair or improvement; provided, however, that the County shall not issue debt having payment obligations that extend beyond the term of the lease, or any lease extension, between the County and the Baltimore Orioles. In order to effectuate this obligation the City must first notify the County in writing that it is of the opinion that the two above-described events have occurred including a demand that ownership of the Sports Complex be transferred back to the City. The purchase price to be paid by the City to the County at the time of transfer shall be One dollar.

- 7.2 Upon transfer of the Sports Complex back to the City the Sports Complex shall be used for public recreational or other public use. In the event that the City desires to make the Sports Complex available for non-public uses the County shall have the option to purchase or lease the Sports Complex from the City. If the Sports Complex is purchased, the purchase price to be paid by the County to the City at the time of transfer shall be the appraised value of the Sports Complex land exclusive of the value of the improvements assuming its use as a publicly owned Sports Complex. If the Sports Complex is leased, the rent to be paid by the County to the City shall be established on the basis that it is a land lease only and shall exclude the value of the improvements.

#### Section 8. Assignment.

No assignment, delegation, transfer or novation of this Interlocal Agreement or any part thereof shall be made, unless approved in writing by City and County.

#### Section 9. Notices.

Any notices or other documents permitted or required to be delivered pursuant to this Interlocal Agreement shall be delivered in writing by hand or United States Postal Service, certified mail, return receipt requested to the following address:

Notices to City shall be sent to:  
City of Sarasota, Florida  
1565 First Street  
Sarasota, Florida 34236  
Attn: City Manager

Notices to County shall be sent to:  
Sarasota County  
1660 Ringling Boulevard

Sarasota, Florida 34236  
Attn: County Administrator

Section 10. Effective Date.

This Interlocal shall become effective upon recording of a certified copy in the Official Records of Sarasota County pursuant to Section 163.01 (11), Florida Statutes.

IN WITNESS WHEREOF, this Interlocal Agreement was signed and sealed in duplicate by the respective parties hereto.

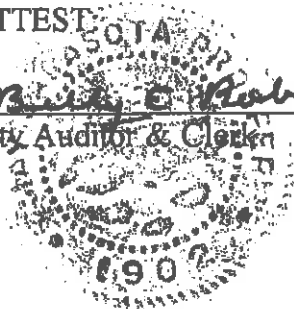
CITY OF SARASOTA, FLORIDA

By: Richard Clapp  
Richard Clapp, Mayor

Dated: 7-23-09

ATTEST:

Richard E. Robinson  
City Auditor & Clerk



COUNTY OF SARASOTA

By its Board of County Commissioners

By: Jeff Thaxton  
Jeff Thaxton, Chair

Dated: 7/24/2009

ATTEST:

Karen E. Rushing, Clerk of Circuit Court and Ex Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Paula F. Antonian  
Deputy Clerk

Approved as to form and correctness:

Robert M. Fournier  
City Attorney

Approved as to form and correctness:

Steph G. DeWitt  
County Attorney

EXHIBIT "A"  
EXISTING EQUIPMENT AND IMPROVEMENTS

CONCESSION - FIRST BASE

4 SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1 SERVING COUNTER	1 Serving Counter
1 BEER SYSTEM (4 TOWER)	1 Beer System (5 tower) (New in 2001)
5 CASH DRAWERS	6 registers with cash drawers (non working?)
4 ROLL WARMERS	6 2drawer Toastmaster - All working
2 PRETZEL DISPLAYS	5 pretzel displays (Owned by J&J Snack Foods)
2 MENU BOARDS	3 menu boards (replaced in 2006 or 2007)
1 BACK BAR	1 back counter
2 POPCORN WARMERS	4 popcorn warmers, 3 working, 1 not working
1 HOT WATER HEATER	1 hot water heater
2 HAND LAV	2 hand sinks
1 SINK UNIT	1 sink unit
1 WALK-IN BEER BOX	1 Walk-in Cooler
1 PRETZEL BAKER	1 pretzel machine (Owned by J&J Snack Foods)
3 PREP TABLES	4 Stainless Steel prep tables
1 HOTDOG COOKER	1 Hot dog cooker replaced in 2001
1 ICE MACHINE AND BIN	1 ice machine & bin (replaced in 2001)
1 CONDIMENT STAND	Scrap
2 CONDIMENT SERVERS	Scrap
5 SHELVES UNITS	13 shelve units plus 1 plastic 5 lter unit
3 Coffee Maker	3 Newco 2-warmer coffee maker, 1 works-2 don't
2 Nacho Cheese Dispensers	2 Gehls Nacho Cheese Dispensers
1 Freezer Box	1 OmniCube Freezer Box (doesn't work)
2 Freezer Units	2 Tabletop Ice Cream Freezers (small)
1 Convection Oven	1 Garland Convection Oven
1 Coffee Cambro	1 Rubbermaid Coffee Cambro
6 Pot Warmers	6 Electric Pot Warmers
1 Water filtration system	1-2filter water filtration system on ice maker
4 SODA UNITS	3 Pepsi Soda Units (Owned by Pepsi)
1 SERVING COUNTER	1 Serving Counter
1 BEER SYSTEM (4 TOWER)	1 beer system-doesn't work; new one purchased in 2007 (4-tower)
6 CASH DRAWERS	5-6 Cash drawers; 4-5 Cash boxes
5 ROLL WARMERS	5 2-drawer Warmers; 4 are Toastmaster, 1 is unk brand
3 PRETZEL DISPLAYS	4 pretzel displays (Owned by J&J Snack Foods)
2 MENU BOARDS	2 Menu boards (were replaced in 2006 or 2007)
1 BACK BAR	1 back counter

Additions

CONCESSION - THIRD BASE

Exhibit 2



2	POPCORN WARMERS	2	popcorn warmers
1	HOT WATER HEATER	1	hot water heater
2	HAND LAV	2	hand sinks
1	SINK UNIT	1	sink unit
1	WALK-IN BEER BOX	1	walk-in cooler
1	PRETZEL BAKER	1	Impinger Pretzel maker (purchased in 2001)
3	PREP. TABLE	5	Stainless steel prep tables; 1 with a utensil drawer
1	HOT DOG COOKER	1	hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1	ice machine purchased in 2001
1	CONDIMENT STAND	Scrap	
2	CONDIMENT SERVERS	Scrap	
5	SHELF UNITS	8	shelf units
1	Coffee Maker	1	Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2	Gehls Nacho Cheese Dispensers
1	Convection Oven	1	Budget Convection Oven
3	Coffee Cambro	3	Rubbermaid Coffee Cambro
1	Water filtration system	1	2-filter water filtration system on ice maker
2	SODA UNITS	4	soda units (Owned by Pepsi)
1	SERVING COUNTER	1	serving counter
1	BEER SYSTEM (4 TOWER)	1	non-working system; 1 new system in 2006 (6 tower)
6	CASH DRAWERS	1	register, 2 cash boxes, 2 cash drawers
5	ROLL WARMERS	6	roll warmers, 5 Alto Sham; 1 Toastmaster
3	PRETZEL DISPLAYS	2	pretzel displays 850B & 850 (Owned by J&J Snack Foods)
4	MENU BOARDS	4	menu boards (replaced in 2006)?
1	BACK BAR	1	back counter
2	POPCORN WARMERS	2	popcorn warmers
1	HOT WATER HEATER	1	hot water heater
2	HAND LAV	2	hand sinks
1	SINK UNIT	1	sink unit
1	WALK-IN BEER BOX	1	walk-in cooler
1	PRETZEL BAKER	1	Impinger pretzel maker (purchased 2001)
4	PREP TABLE	4	standard Stainless Steel; 1-4' Stainless Steel
1	HOTDOG COOKER	1	hot dog cooker (purchased in 2001)
1	ICE MACHINE AND BIN	1	ice machine purchased in 2001
1	CONDIMENT STAND	Scrap	
2	CONDIMENT SERVERS	Scrap	
6	SHELF UNITS	6	shelf units
1	GRILL	1	grill
1	FRYER BATTERY	2	2 - 2 basket fryers
1	UP-DRAFT EXHAUST UNIT	1	exhaust unit

Additions

CONCESSION - HOME PLATE

1	FIRE PROTECTION SYSTEM	1 fire protection system
2	HOT FOOD HOLDING UNITS	2 hot food holding units
1	DUMP STATION	
1	Coffee Maker	1 Newco 2-warmer coffee maker
2	Nacho Cheese Dispensers	2 Gehlis Nacho Cheese Dispensers
2	Freezer Units	2 Ice Cream Freezers (Good Humor)
2	Freezer Units	2 Tabletop Ice Cream Freezers (small)
1	Convection Oven	1 Garland Convection Oven
1	Ice Cream Machine	1 Taylor IC Machine 2 compartment but only 1 compartment works
1	Pot Warmers	1 Electric Pot Warmers
1	Water filtration system	1-2 filter water filtration system on ice maker
1	WALK-IN REFRIGERATOR/FREEZER	1 walk-in cooler, 1 walk-in freezer
1	HOTDOG COOKER	1 hot dog cooker purchased in 2001
1	ICE MACHINE	1 ice machine (purchased in 2001)
1	HAND LAV	1 hand sink
1	SINK UNIT	1 sink unit
1	FAST FILL UNIT	Scrap
1	STADIUM POPPER	1 stadium popper (doesn't work); 1 popper purchased in 2003
15	SHelf UNITS	15 shelf units
2	PREP. TABLES	
3	PICKUP TABLES	
3	CASH DRAWERS	
1	Shelves	1 4-iter plastic shelf
1	Washer	1 Kenmore Heavy Duty Washer
1	Dryer	1 GE Select Dryer
3	Uniform Racks	3 uniform racks
1	Uniform Cabinet	1 Uniform Cabinet
2-4	PORTABLE NOVELTY STANDS	
5	PORTABLE BEER UNITS	3 Sold in 2008, 1 3-keg unit @ Spec Beer, 1 2-keg unit @ 1st Base
2	FILE CABINETS	7 file cabinets; 3 in office, 3 in 3rd Base, 1 in Commissary
2	DESKS AND CHAIRS	2 desks in office; 1 desk in HP; chairs for all desks
2	CALCULATORS	2 calculators in office
1	COPY MACHINE	1 copy machine outside office (does not work-can't get parts anymore)
2	SAFES	1 in HP (unk combo); 1 in Office
2	ALARM SECURITY SYSTEMS (HP & 3RD BASE)	Keypads installed but only Office is hooked up

**Additions**

**COMMISSARY**

**Additions**

**MISCELLANEOUS**

3	ELECTRICAL OUTLETS (FENCE)	4 electrical outlets with 3 9-breaker boxes (fence); 2 elec outlets on front of 1st Base Concessions; 2 elec boxes in fenced area
4	EXHAUST FANS IN ALL FOUR STANDS	4 exhaust fans in all stands and commissary
1	OFFICE WITH AIR CONDITIONING	1 office with air conditioning
	Misc. Smallwares	Many misc pots, pans, etc.
	Misc. Beer Tubs	Misc Beer and Bus Tubs
	Misc. Chip Racks	Misc. chip racks in all stands and Commissary
	First Aid Kits	First Aid Kits in all stands & commissary
1	Time Clock	Time Clock in HP
1	Sandwich Prep Table	1 Electric Sandwich Prep Table (compressor out) in picnic area
	Misc.	Extension cords, tables
1	Radio and Charger	Motorola Radius GP300 Radio and Charger
4-5	HOTDOG CARTS	2 HD Carts in 1st Base, all others scrapped
10-15	STANDING WARMER CABINETS	8 in 1st Base; 1 in 3rd Base, 1 in HP, all others scrapped

**Additions**

**NEW IMPROVEMENTS**

ASSET #	Purchase Price	Item	Serial #	Org. Pur. Date	Date Acq.	Value
A014796	17,606.00	STADIUM SOUND SYSTEM		03/30/1989	03/30/1989	
A016086	1,400.00	CONCRETE WASTE CONTAINERS		04/03/1990	04/03/1990	
A016934	1,200.00	BLUE TOPS/CONCRETE WASTE CONTA		01/29/1991	01/29/1991	
A017598	1,723.00	PORTABLE TURNSTILE		12/12/1991	12/12/1991	
A018250	30,005.00	WARRENS TERRA COVER		12/03/1991	12/03/1991	
A020844	850.00	71" DESK		10/03/1996	10/03/1996	
A020845	2,100.00	CREDENZA		10/03/1996	10/03/1996	
A020996	1,822.00	BATTING TUNNEL NET		02/17/1997	02/17/1997	
A021814	2,785.16	LOADER	W00440X016	02/26/1998	02/26/1998	\$350
A021815	1,832.04	TILLER	W00550X160	02/26/1998	02/26/1998	\$200
A021816	15,160.29	TRACTOR	M00970B17C	02/26/1998	02/26/1998	\$1,000
A021817	2,778.13	MOWER W ATTACHMENT	M00297X160	02/26/1998	02/26/1998	
A021844	2,190.00	6' DESK W/BOOKCASE		03/30/1998	03/30/1998	
A023152	3,395.00	DESK (RECEPTION AREA)		09/22/1999	09/22/1999	
A023248	2,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023249	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023250	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023251	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023252	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023253	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023254	1,000.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023255	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023256	750.00	BACK BAR		01/15/2000	01/15/2000	
A023257	2,500.00	WATER-IN BEER BOX		01/15/2000	01/15/2000	
A023258	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023259	1,500.00	SERVING COUNTER		01/15/2000	01/15/2000	
A023260	1,000.00	BEER SYSTEM (4 TOWER)		01/15/2000	01/15/2000	
A023261	1,000.00	BACK BAR		01/15/2000	01/15/2000	
A023262	2,500.00	WALK-IN BEER BOX		01/15/2000	01/15/2000	
A023263	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	
A023264	500.00	FRYER BATTERY		01/15/2000	01/15/2000	
A023265	1,000.00	ICE MACHINE AND BIN		01/15/2000	01/15/2000	
A023266	750.00	UP-DRAFT EXHAUST UNIT		01/15/2000	01/15/2000	
A023267	500.00	FIRE PROTECTION SYSTEM		01/15/2000	01/15/2000	
A023268	3,000.00	WALK-IN REFRIG/FREEZER		01/15/2000	01/15/2000	
A023269	500.00	HOTDOG COOKER		01/15/2000	01/15/2000	





**EXHIBIT "C"****Environmental Indemnification**

The City covenants and agrees, at its sole cost and expense, to defend, hold harmless, indemnify, protect and save: (i) the Orioles, including its directors, officers, partners, employees, consultants, vendors, contractors or agents; (ii) any persons or entities owned or controlled by, under common control or affiliated with the Orioles; (iii) the heirs, personal representatives, successors and assigns of each of the aforementioned persons or entities; and (iv) the County, including its commissioners, officers, employees, consultants, vendors, contractors or agents; (individually and collectively, "Indemnified Parties"), now and forever, against and from any demand, claim, assessment, costs, disbursements, expenses, penalty, liability, judgment, verdict, obligation, attorneys fees, suits or proceedings, of any kind and any nature, including personal injury, property damage, death, disability, or other damage of or to any person or property, which may at any time be required, imposed, incurred, asserted or awarded against an Indemnified Party, whether arising directly or indirectly from, or in any way related to:

- a. The existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of (1) the real property located at 12<sup>th</sup> Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12<sup>th</sup> Street and South of 17<sup>th</sup> Street and the corner parcel North of 12<sup>th</sup> Street (collectively, the "Major League Site");
- b. Any act, omission, event or circumstance existing or occurring in connection with the handling, treatment, containment, removal, storage, decontamination, clean-up, transport or disposal of any hazardous material existing on, in, under, affecting or emanating from all or any portion of the Major League Site, including any development of the Major League Site;
- c. Any violation of any State of Florida or Federal environmental laws, rules, guidelines, regulations or ordinances regardless of whether any act, omission, event or circumstance giving rise to the violation constituted a

violation at the time of the occurrence or inception of such act, omission, event or circumstance; and/or

- d. Any environmental claim or the filing or imposition of any environmental lien against the Major League Site, because of, resulting from, in connection with, or arising out of any of the matters referred to in (a) through (c) above.

In addition, the City shall indemnify the Indemnified Parties for, without limitation, all of the following: (i) the costs of remediation, removal or abatement of hazardous materials from the Major League Site or, when applicable, the surrounding areas; (ii) additional costs required to take necessary precautions to protect against, or to mitigate the effects of, the release of hazardous materials on, in, under, affecting or emanating from the Major League Site or into the air, any body of water, any other public domain or any surrounding areas, including any professional consultative fees and costs related thereto; and (iii) costs incurred to comply, in connection with all or any portion of the Major League Site or, when applicable, any surrounding areas, with all applicable Laws with respect to hazardous materials. Notwithstanding the above, the foregoing indemnity shall not apply to the extent any of the foregoing relates to hazardous materials transported onto the Major League Site by the Indemnified Parties subsequent to execution of this Indemnity.

The City shall provide, in a timely manner and in the manner required by the County's and the Orioles' Project Representatives, Project architects and General Contractor, such environmental information as may be necessary or beneficial to the Project and its timely completion within the established budget, including any consultative reports or other material information regarding the environmental conditions of the Major League Site and or any updates regarding the negotiations with State or Federal environmental agencies to achieve No Further Action (NFA) status for the Major League Site.

The City shall have the right to participate and provide input in any scheduled project development meeting(s) scheduled and attended by the County's and Orioles' Project Representatives, the Project architects and General Contractor wherein decisions as to the Project are made which may materially affect the City's environmental monitoring, remediation, removal, abatement cleanup or indemnification obligations.



The County's and Orioles' Project Representatives, Project architects and General Contractor shall give due and reasonable consideration to the environmental information provided by the City and/or its environmental consultants and will endeavor to accommodate the reasonable requests of the City and its environmental consultants if practicable within the scope and design of the Project and provided that such requests do not cause any unreasonable modification or diminution of the Project or its design and provided that such requests do not cause any unreasonable additional expense or unreasonable delay in the timely completion of the Project.

To the extent that remediation, removal or abatement of hazardous materials on, in, under, affecting or emanating from the Major League Site is necessary, the City, the County and the Orioles shall meet and confer to discuss the various options available for such remediation. Time being of the essence, upon identification of the remediation option(s), subject to permitting and regulating agency approval, the City shall expeditiously retain qualified vendor(s), unless the City, the Orioles and the County agree to otherwise retain qualified vendor(s), to perform the remediation, removal or abatement who shall, upon retention, coordinate with the Orioles' and County's Project representatives, Project architects and General Contractor as to all such remediation, removal or abatement, including as to the dates, times, conditions and manner for the performance of the remediation, removal or abatement.

Without limiting any other obligation of the City herein, any cost or expenses caused by the accommodation or implementation of the City's and/or its environmental consultants' request(s) and remediation, removal or abatement shall be the sole responsibility of the City.

STATE OF FLORIDA  
COUNTY OF SARASOTA  
I HEREBY CERTIFY THAT THE FOREGOING IS A  
TRUE AND CORRECT COPY OF THE ORIGINAL FILES  
IN THIS OFFICE WITNESS MY HAND AND OFFICIAL  
SEAL THIS DATE 7/24/2009  
KAREN E. RUSHING, CLERK OF THE CIRCUIT COURT,  
EX-OFFICIO CLERK TO THE BOARD OF COUNTY  
COMMISSIONERS, SARASOTA COUNTY, FLORIDA  
BY Paula J. Schreiber  
CLERK

**SPRING TRAINING FACILITY**  
**MEMORANDUM OF UNDERSTANDING**

THIS SPRING TRAINING FACILITY MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into effective as of the 22<sup>nd</sup> day of July, 2009 (the "Effective Date"), by and between SARASOTA COUNTY, a political subdivision of the State of Florida ("County") and the Baltimore Orioles Limited Partnership, a Maryland limited partnership ("Orioles"). The County and the Orioles each may be referred to herein as a "Party" and collectively as the "Parties."

BOARD RECORDS  
FILED FOR RECORD  
JUL 22 PM 4:02  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

**RECITALS**

WHEREAS the City of Sarasota (the "City") is the owner of: (1) the real property located at 12<sup>th</sup> Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, as well as (2) the real property located North of 12<sup>th</sup> Street and South of 17<sup>th</sup> Street and the corner parcel North of 12<sup>th</sup> Street, which are both utilized for parking for the Major League Spring Training facility and as are more particularly set forth in Exhibit 1 attached hereto (collectively, the "City Land");

WHEREAS, the City adopted its Resolution No. 09R-2094 on May 4, 2009 indicating its willingness to make its Ed Smith Stadium complex available to the Baltimore Orioles for Spring Training and other Major League Baseball purposes and to transfer to the County the aforementioned City Land, along with ancillary parcels of real property (and improvements) in connection therewith for the full beneficial use by the Orioles, which parcels together consist of +/-53 acres of real property more particularly described on Exhibit 1 attached hereto (collectively, with all furniture, fixtures, equipment and improvements, the "Major League Site"), and the City and the County have entered into an interlocal agreement (the "Interlocal Agreement") which includes the foregoing and the purchase of the City Land, including the Major League Site, and other terms and conditions;

WHEREAS, the Orioles own and operate the Major League Baseball Team known as the Baltimore Orioles and currently conduct their Minor League spring training operations in the County at the County-owned Twin Lakes Park containing the Buck O'Neil Baseball Complex described on Exhibit 2, attached hereto, consisting of +/- 36 acres of real property which contains improvements and fixtures located thereon, including but not limited to fields, a clubhouse and other furniture, fixtures, equipment and improvements (collectively, the "Minor League Site");

WHEREAS, the Orioles desire to consolidate its Major League and Minor League spring training operations in the County, including Major League player preseason training, player rehabilitation, extended spring training operations and other year-round baseball-related activities (collectively, "Spring Training Operations") at the Major League Site and the Minor League Site (individually, a "Site" and collectively, the "Sites");

WHEREAS, the County has agreed to provide for the Orioles' use and occupancy of the Sites and to provide, upon the terms and conditions expressed in this Agreement, for certain funds and funding for the renovation and improvement of the Sites, including the Ed Smith

Stadium (the "Major League Stadium"), clubhouses, administration offices, fields, parking facilities, infrastructure, utilities and other usual and customary facilities, furniture, fixtures, and equipment at the Sites and as further described in this Agreement pursuant to the Orioles' Design Plan as more particularly set forth herein (the "Project");

WHEREAS, the County shall provide \$23.7 million to the Project (the "County's Guaranteed Project Funds") from sources identified by the County;

WHEREAS, in order to provide for the County's Guaranteed Project Funds, the County shall conduct the necessary public hearing required to amend its Tourist Development Ordinance to incorporate certain of the project funding into its Tourist Development Plan, thereby permitting it to dedicate up to one-half (1/2) of one percent (1%) of its Tourism Development Tax revenues to service certain County bonds, which it shall cause to be issued in a timely manner. The par amount of the County bonds shall be the maximum amount permitted to be issued without voter referendum as allowed under Section 5.2D of the Sarasota County Charter. The amount of the bonding limitation is currently \$20.715 million. The net proceeds of the County bonds will be made available as project funds and added to such other County funds as may be required to fulfill the County's Guaranteed Project Funds obligation;

WHEREAS, as a condition of the Interlocal Agreement and this Agreement, the City shall promptly issue bonds serviced by funds from the State of Florida Office of Tourism, Trade and Development ("OTTED") and promptly contribute all bond proceeds, net only of reasonable, usual and customary costs and expenses directly associated with issuance of such bonds, to the Project, as more particular set forth herein ("OTTED Funds"). The City may elect, in its sole discretion, to provide the funds from other sources. It is estimated that the net OTTED Funds available from the City will be approximately \$7.5 million;

WHEREAS, together the County's Guaranteed Project Funds and the OTTED Funds are the "Governmental Project Funds". The Governmental Project Funds' principal contribution shall be and not exceed \$31.2 million from all governmental sources. Upon availability in accordance with the schedule contained in this Agreement, the Governmental Project Funds shall be promptly deposited in a dedicated interest-bearing Construction Fund Account and all interest accrued thereon shall inure to the benefit of the Project (the "Maximum Governmental Project Funds");

WHEREAS, the County desires to lease the Sites to the Orioles and the Orioles desire to use and occupy the Sites on a year-round basis for the Orioles' Major League and Minor League Spring Training Operations, baseball-related events and other Orioles' beneficial uses of and to the Sites as provided herein;

WHEREAS, the Board of County Commissioners finds that the Orioles are the only entity capable of using the Sites as Major League Baseball facilities and, pursuant to the authority of Section 2-362(2) of the Sarasota County Code, the County has entered into direct negotiations with the Orioles for the lease of the Sites;

WHEREAS, the Parties recognize that the development of the Project and the lease of the Sites to the Orioles shall be subject to the terms of a definitive Project Development Agreement,

Lease and other relevant documents (collectively, the "Project Documents"), which may contain additional terms and conditions consistent with this Agreement. The Parties agree that the terms set forth herein will be incorporated into the Project Documents and that this Agreement reflects the basic business deal between the Parties and is intended to be binding on the Parties and their respective successors and assigns. The Parties shall use their best efforts, in good faith, to promptly negotiate and execute the Project Documents, unless the Parties deem the provisions of this Agreement are adequate for such purpose(s);

WHEREAS, the benefits and obligations expressed in this Agreement will further improve and promote gainful employment, economic development and tourism within the State of Florida, the County and the City and enhance the economic prosperity of the State of Florida, the County and the City and their residents;

WHEREAS, the benefits and obligations expressed in this Agreement are in the public interest and, among other things, will provide additional recreational facilities, generate significant economic development, tourism and promotional benefits, as more particularly set forth herein;

WHEREAS, the Sites have been used historically by both the City and the County for local youth sports, tournaments, and other community based events, and this community use has brought value to the community in the form of tourism and other benefits and the continuation and importance of which are recognized by the Parties;

WHEREAS, the County intends to utilize the Sites in preparing for and responding to natural disasters, provided that the Orioles and the County shall mutually determine the locations at the Sites for emergency response personnel and equipment and material during the term of the Lease, as more particularly set forth herein;

WHEREAS, the Orioles are a party to a Facility Use Agreement, dated December 28, 2006 with the City of Fort Lauderdale, Florida for the construction and lease of new Major League Baseball and Minor League Baseball facilities upon certain terms, conditions, and conditions precedent set forth therein (the "Ft. Lauderdale FUA"), the Orioles represent and warrant to the County that the conditions precedent to the effectiveness of the Ft. Lauderdale FUA have not been met, and that the Orioles have the right to enter into this Agreement; and

WHEREAS, the County represents and warrants that it has the authority to enter into this Agreement as provided by Chapter 125 F.S. and other relevant provisions of Florida law and provide the Orioles with the rights contained in this Agreement and in the Project Documents.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, promises, conditions and representations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto AGREE AS FOLLOWS:

**1. THE PROJECT.**

1.1 The Parties acknowledge that certain improvements are required to be made to the

Sites in order for the Orioles to enter into a lease with the County for the full and beneficial use of the Sites and to conduct its Major League and Minor League Spring Training Operations at the Sites. The Parties agree that the design, development and construction process shall be a cooperative mutual endeavor in which the County and the Orioles will work together and participate in all phases of such process. The County and the Orioles each acknowledge and agree that the Project will be financed, designed, developed and constructed in accordance with the terms, conditions and schedules expressed in this Agreement.

1.2 The Orioles will have primary responsibility for and will take the lead in developing the design plans, specifications and elevations for the Project, subject to all applicable County and City codes and ordinances, which Project Design Plan may be amended from time to time ("Project Design Plan") (for illustrative purposes only, attached as Exhibit 3 are preliminary Site sketches). The Project Design Plan shall also include the style, design and materials for all fixtures, furnishings, appointments and equipment. The County shall have the right to participate in all phases of the design process. The Orioles shall keep the County informed on a regular basis as to the development of the Project Design Plan and any material and substantial amendments thereto. The Orioles and the County shall schedule regular briefings to discuss and preliminarily review the Project Design Plan. The Orioles shall present the Project Design Plan, including site sketches and elevations under consideration by the Orioles, to the County within one hundred fifty (150) days after the execution of this Agreement. The County shall have the right to review, comment upon and approve the Project Design Plan and all decisions and documentation with respect thereto, including without limitation, all architectural programs, schematic designs, plans and specifications, and any material amendments thereto which the Orioles deem necessary or desirable after the County's initial approval for the Project Design Plan has been granted. The Orioles shall have the right to select, in its sole discretion, the furniture, fixtures, and equipment in the Orioles' exclusive use areas, including the Orioles' offices, coaches' offices, training rooms, player locker rooms, weight rooms and other exclusive areas such furniture, fixtures, and equipment which shall be comparable to other Major League Baseball spring training facilities. In all instances, the County's review and approval under this Section shall be promptly exercised and shall not be unreasonably withheld, conditioned or delayed. When completed by the Orioles and reviewed and approved by the County, the Project Design Plan shall be attached hereto and to the Project Development Agreement and incorporated herein and therein for all intents and purposes. The Project Design Plan shall include placement of the existing (or new) plaques honoring Ed Smith and Red Ermish presently affixed at the Sports Complex.

1.3 The Project Design Plan for the Project shall include, among other things, specifications for:

1.3.1 A state-of-the-art renovation (and possible expansion) of the Major League Stadium consistent with the quality and appointments of similar substantially renovated spring training facility projects in Florida (e.g., as generally compared against the most recent renovation of comparable cost) with an approximate seating capacity of between 8,500 and 9,000, including approximately 7,500, but not less than 6,500, fixed seat positions plus berm seating, picnic areas, standing room areas, party decks, luxury/corporate suites, sun shading, radio and television booths and broadcasting and telecasting production facilities and studios, press areas, communications and data systems, television monitors and equipment (including all conduit,

wiring, fiber, cable, head-end equipment, data switches and terminals as may be required), camera stations, state-of-the-art scoreboards, sound systems and control room, concession stands/equipment, food preparation areas and kitchens, retail and novelty stores, fan service and first aid areas, locker rooms, weight rooms, and other usual and customary stadium facilities, equipment, areas and amenities.

1.3.2 On the Major League Site: the Major League Stadium plus an additional three and a half (3.5) practice fields of Major League dimensions and quality; a renovated and expanded state-of-the-art clubhouse consisting of approximately 35,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

1.3.3 On the Minor League Site: five (5) practice fields of Major League dimensions and quality, a renovated and expanded Minor League clubhouse consisting of approximately 25,000 square feet of air conditioned space, including administration offices, locker rooms, training facilities, weight rooms, and other usual and customary Minor League clubhouse facilities, equipment and areas, player development areas, indoor and outdoor batting cages, pitching mounds, dedicated, but not exclusive, parking facilities, infrastructure, utilities (including wiring, cable, fiber and data equipment), and such other usual and customary improvements, fixtures, furnishings, equipment and amenities as may be necessary for the Orioles' full and beneficial use of and to the Site.

## **2. PROJECT FINANCING.**

2.1 The Governmental Project Funds shall consist of the following:

2.1.1 From the County:

2.1.1.A Net proceeds from the County's bond issue from the issuance of County's bonds in a par amount which shall not exceed the maximum amount permitted to be issued without voter referendum, expected to be approximately \$18.7 Million on or about October 1, 2009.

2.1.1.B Cash collections of one-half (1/2) of one percent (1%) of the County's Tourist Development Tax beginning as of March 1, 2008 estimated to be approximately \$2 million by the date of issuance of the County bonds.

2.1.1.C County cash contributions from legally available non-ad valorem revenues in an amount not to exceed \$3 million.

2.1.1.D And/or such other County funds from legally available, non ad valorem revenues as may be required to fund the County's Guaranteed Project Funds obligation in the amount of \$23.7 million.

2.1.1.E Net proceeds from the City's bond issue from the City's OTTED grant funding or a cash equivalent from legally available, non-ad valorem revenues in an amount no less than \$7.5 million.

2.1.1.F Collectively, the Governmental Project Funds shall be and not exceed \$31.2 million for the Project.

2.2 All Governmental Project Funds shall be made available for the Project no later than thirty (30) days after the execution of the Project Documents (unless otherwise agreed by the Parties and as otherwise contemplated in Section 3.14) and shall immediately be placed in a construction fund account (the "Construction Fund Account") administered by the County for the sole and exclusive benefit of the Project. All interest accrued on the Governmental Project Funds (except for bond debt service reserve fund interest) shall be made available for the Project and together with the Governmental Project Funds shall constitute the Maximum Governmental Project Funds.

2.3 The Orioles shall provide the County, as part of the Project Design Plan, with a detailed cost estimate of the total Project costs, including the uses of the Maximum Governmental Project Funds and such other funds, goods or services as might be required from or arranged by the Orioles ("Project Costs").

2.4 Except as provided in, and subject to the terms of, this Agreement or the Project Documents, and further provided that the County fulfills its obligations in this Agreement and the Project Documents, the Orioles shall complete the Project and shall be responsible for the payment of any and all Project Costs in excess of the Maximum Governmental Project Funds (the "Orioles Project Contributions"). With regard to the funding of any Project Costs in excess of the Maximum Governmental Project Funds, the Orioles, at its discretion, shall either deposit the required funds directly in the Construction Fund Account prior to the incurrence of such excess Project Costs, or shall provide to the County any necessary assurances reasonably required by the County (e.g., letter of credit) that the Orioles Project Contributions shall be available in a timely manner, or discharge such payment obligations directly with vendors, concessionaires, contractors or project service providers, in which case the Orioles shall provide the County with written documentation of the payment discharge or in-kind transaction as more particularly set forth in Subsection 2.5. The Orioles also shall comply with any applicable County ordinance or Florida statute related to construction funding requirements for public projects.

2.5 The Orioles shall have the right to enter into any manner of agreements with its vendors, concessionaires or others to provide goods, materials and/or equipment to the Project, which shall be considered, for all intents and purposes, as part of the Orioles' Project Contributions. (For example, the Orioles' concessionaire for the Major League Stadium may be permitted to provide concessionaire equipment to the Sites.) The Orioles will inform the County, in writing, with a description of any Orioles' Project Contributions to the Sites made by any Orioles' vendors, contractors, concessionaires or other third parties and shall summarize relevant terms of such agreements and any other agreements that could impact the County's ownership interests in the Sites. The description shall be jointly submitted on behalf of the Orioles and the respective vendor, contractor, concessionaire or other such third party as may be

appropriate. Any such third party agreement shall be made in accordance and comply with applicable County ordinances and regulations.

2.6 In connection with the Orioles' Project Contributions, the County and the Orioles shall promptly meet after the execution of this Agreement and review the feasibility of issuing taxable or tax-exempt bonds at the request of the Orioles supported by Orioles' funds and/or rent, as the case may be, payment in lieu of taxes or such other funding mechanism as may be mutually agreeable to the Parties; however, the County shall be under no obligation to establish any such funding mechanism for the Orioles Project Contributions. To the extent that any such mutually agreeable funding mechanism requires the City to issue bonds, the County agrees to request that the City take reasonable steps to issue said bonds. To the extent that bonds are issued as part of the Orioles Project Contributions, the bond proceeds, net of all reasonable and customary expenses and costs, shall be deposited in the Construction Fund Account for the benefit of the Project.

### **3. DEVELOPMENT AND CONSTRUCTION OF THE PROJECT.**

3.1 The County and the Orioles will execute a definitive, long form project development agreement for the Project which shall incorporate the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar agreements and as may be mutually agreed, and will establish the framework for the design and construction of the Project, within one hundred fifty (150) days after the execution of this Agreement (the "Project Development Agreement"), unless the Parties, in their respective sole discretion, deem the provisions of this Section 3 are adequate for such purpose.

3.2 The Project Development Agreement shall include the Project Design Plan and a detailed schedule outlining the time and actions anticipated necessary with respect to the Project, including a project design schedule that will address the coordination necessary to prepare the project scope, selection criteria and timeline for the procurement process (the "Project Schedule").

3.3 Time being of the essence, the County shall take all such action as is necessary to expeditiously conduct all of its Project reviews and exercise its approval rights, which in all instances may not be unreasonably withheld, conditioned or delayed. The County shall support the issuance of all City permits and approvals necessary for the Project and shall use its best efforts to obtain a commitment from the City in the Interlocal Agreement to provide expedited review and priority scheduling for any permit or development approval submitted to the City for the Project.

3.4 After the Project Development Agreement is finalized and approved by the County, the County agrees to promptly proceed with authorizing and issuing any and all procurements necessary for the Project. To the fullest extent permitted by law, regulation or ordinance, the Orioles shall be permitted to participate with the County and approve the selection of the architects, contractors, subcontractors, vendors and other professionals for the Project. The Orioles shall also have, to the fullest extent permitted by law, primary responsibility for and will take the lead in developing and constructing the Project, the right to approve any agreements to be entered into by the County for the Project (and any phase, portion or work order thereof), and



the right to approve the selection of any goods, materials, equipment, fixtures and furnishings for the Project.

3.5 Time being of the essence, the selection criteria for the architect of record shall include, but not be limited to: whether the architect has past performance with the Project Site(s) and/or with the Orioles; experience in the architectural design of Major League Baseball professional baseball facilities, and in particular, design experience specifically related to Major League Baseball spring training projects; and, professional personnel committed to the Project shall have had significant experience in projects of a similar nature or have worked on at least five (5) similar project types. Time being of the essence, the County, or the Orioles through the Project Development Agreement, shall promptly select and enter into contracts with all architects, contractors, subcontractors, vendors and other professionals for the Project. In the event that the Parties mutually agree to have either the County or the Orioles enter into a contract for the architect of record before the Project Documents are finalized, they shall reach a separate agreement for the funding of that contract from the Construction Fund Account.

3.6 The Project Development Agreement shall require, and the County shall obtain, guaranteed maximum price contract(s) (or such other arrangements as may be mutually agreed to and generally permissible under Florida Statutes) as part of the competitive selection process, in order to ensure that such contract(s) obtain the maximum value in relation to cost for each phase and portion of the Project and control the overall cost of the Project. No amendments or adjustments (including, but not limited to, change orders) shall be made to any maximum price contract(s), except as agreed to by the County and the Orioles. The County agrees not to request any amendments or adjustments (including, but not limited to, change orders) and shall have no right to adjust the scope of the Project and/or the Project Schedule unless mutually agreed. To the extent that the Orioles request an amendment or adjustment (including, but not limited to, change orders) which is agreed to by the County resulting in a Project Cost in excess of the Maximum Governmental Project Funds, then the Orioles shall comply with the provisions set forth in Section 2.4 above. The County agrees that the construction and design contracts which it enters into in connection with the Project shall contain provisions acceptable to the Orioles providing for liquidated damages in commercially reasonable amounts if the Project is not completed on time and prior to the completion date set forth in the Project Development Agreement. All such provisions must comply with Florida Statutes and be agreed to by the County and the Orioles. The County agrees that it shall strictly enforce any such liquidated damage provisions and diligently pursue any liquidated damages to which it is entitled. Any liquidated damages received by the County shall be allocated first to any damages caused to the Project by the breach or other wrongful act to compensate the party harmed. Unless otherwise provided in this Agreement or the Project Documents, the Orioles' sole remedy for damages resulting from any delay in the completion of the Project shall be the rights to receive liquidated damages under the construction and design contracts for the Project. The County shall, at the Orioles' request, take all reasonable action necessary to enforce the liquidated damages or other remedy provisions necessary to effectuate this provision. The County and the Orioles shall not be liable to each other for the payment of any construction delay damages, provided that the delay is not caused by the gross negligence, willful misconduct or the breach of a material provision of this Agreement or the Project Development Agreement. The Parties acknowledge that a construction contract cannot be entered into until the Project Documents are finalized (unless otherwise agreed by the Parties).

3.7 The Project Development Agreement shall require each architect, contractor, subcontractor, vendor or Project professional to secure and retain such policy or policies of insurance as are required by the Project and shall ensure that all contractors and vendors furnish payment and performance bonds in a commercially reasonable amount established by the County and shall list the Orioles as an additional insured party.

3.8 The Project Development Agreement shall also provide that, to the fullest extent permitted by law, the Orioles shall have the right and primary responsibility to coordinate the development and construction of the Project and, at the Orioles' discretion, conduct progress meetings at mutually agreed upon frequency of all of the architect, contractor(s), subcontractor(s), vendors and other professionals. The County shall have the right to retain an owner's representative with experience in the construction of sports facilities. The reasonable and customary cost of the County's owner's representative shall be included in the Project Cost, provided that such costs have been presented to the Orioles for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles may retain a representative and/or design consultant with experience in the construction of sports facilities. The reasonable and customary costs of the Orioles representative and/or design consultant shall be included in the Project Cost, provided that such costs have been presented to the County for review and approval prior to payment, such review and approval not to be unreasonably withheld, conditioned or delayed. The Orioles shall provide for such cost estimates associated with the Orioles' and County's representatives in the Project Design Plan. Except as provided in this Section, the County and the Orioles shall not impose any management or administrative fees to the Project (or any procurement, phase, portion or work order thereof) nor seek reimbursement from the Construction Fund Account for any costs or expenses, other than costs or expenses directly related to the Project that are typically outsourced and outside of the County's operating budget (and specifically not including legal fees, County staff time, internal project management and the like) for which the County seeks reimbursement or payment from the Construction Fund Account. Any such request for payment from the Construction Fund Account shall be first provided to the Orioles for approval, such approval may not be unreasonably withheld, conditioned or delayed. The County and the Orioles shall participate in the development and construction of the Project and shall keep each other fully and timely informed of, and actively involved in, all material decisions regarding the development and construction of the Project, at all phases of the development and construction process. Customary County permit fees shall be chargeable to the Construction Fund Account.

3.9 The Project Development Agreement shall provide that each of the Orioles and the County shall designate representative(s) with authority to act in connection with all issues requiring such Party's approval, agreement or concurrence with regard to the design, development and construction of the Project within all applicable laws, ordinances and policies. All approvals, agreements or concurrences required in Sections 1 and 3 shall be the responsibility of and shall be made by such representative(s). Such representative(s) shall be invited to participate in all development and construction meetings held in connection with the Project.

3.10 The Project Development Agreement shall provide that the County shall place the Governmental Project Funds and any applicable Orioles Project Contributions in the Construction Fund Account for the benefit of the Project. The Orioles shall have the right to monitor the draw

schedule and progress payments, progress of construction and the funds remaining in the Construction Fund Account, and the Orioles shall be regularly kept informed by the County as to the Construction Fund Account balances. The County shall hold the funds in the Construction Fund Account for the benefit of the Project and shall promptly release, without delay, reduction or offset, such funds only upon approval for disbursement by the Orioles and the County, such approval not to be unreasonably withheld, conditioned or delayed.

3.11 If the Project is anticipated to exceed any maximum price contract(s), either because of a change order(s) or for any other reason beyond that which is contained in the Project agreements (and specifically excluding items resulting from an error or omission by the County, the Orioles or any architect, contractor, subcontractor, vendor or other professional), such cost increases must be approved by the Parties. Change orders and/or Project cost overruns resulting from an error or omission by any architect, contractor, subcontractor, vendor or other professional engaged on the Project shall be the responsibility of the person or entity committing such error or omission. Subject to the provisions of Section 2.4 hereof, the Orioles may adjust the scope of the Project, including any procurement, phase, portion or work order thereof; provided, however that any material changes to the Project Design Plan which increases the Project Cost must be reviewed and approved by the County, which approval may not be unreasonably withheld, conditioned or delayed. Notwithstanding the preceding sentence, the Orioles shall not materially and substantially reduce the estimated number of fixed seating positions in the Major League Stadium, the estimated square footage of the Major League clubhouse or the number of fields as set forth in Section 2 hereof without the express prior written approval of the County.

3.12 The County represents and warrants to the best of its knowledge that no zoning changes are necessary or required in order to construct the Project and there are no known restrictions on the Sites. The County agrees to the fullest extent permitted by law to refrain from taking any action to request that the City diminish or restrict the zoning and the Orioles existing zoning rights on the Major League Baseball Site for the duration of the Lease. Should the Orioles intend to seek a zoning change at any time during the Lease, in connection with the Major League Site, the County shall take such action within its control to place such matters before the City for consideration on an expedited basis.

3.13 To the fullest extent permitted by law, the Orioles and/or its designees shall have full rights and discretion as to the placement and orientation of all improvements and uses, points of ingress and egress and internal circulation on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied and subject to the County's review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. The Orioles and/or its designees, with County input and approval, shall have discretion as to the architectural style and character of all improvements on the Sites, so long as the required buffers and setbacks and all other requirements of the zoning category and other governing regulations, ordinances and statutes are satisfied.

3.14 If the Orioles elect to conduct Major League Spring Training at the Major League Site in 2010, the Orioles shall be entitled to use (or seek reimbursement from) the Construction Fund Account for costs and expenses reasonably incurred to re-brand Ed Smith Stadium for use

by the Orioles, subject to the approval of the County, which approval shall not be unreasonably withheld, conditioned or delayed.

#### **4. LEASE TERM; RENT.**

4.1 Lease Term. The Parties shall execute a definitive, long form Lease within one hundred fifty (150) days after the execution of this Agreement, incorporating the relevant terms and conditions contained in this Agreement, and such other terms and conditions as are customarily included in similar leases and as may be mutually agreed, unless the Parties, in their respective sole discretion, deem the provisions of this Section 4 and other applicable provisions of this Agreement are adequate for such purpose. The Term of the Lease shall be for thirty (30) years commencing November 1, 2009 and continuing through October 31, 2039 (the "Term"). The Orioles intend to commence Major League and Minor League Spring Training Operations at the Sites beginning with the 2010 spring training season. The Parties acknowledge that adjustments to the commencement of Spring Training Operations may need to be made based upon the Project schedule and maximizing the value of the Governmental Project Funds, which determination will be made by the Orioles, after consultation with the County. The Orioles agree that during the Term they shall play their Major League spring training home games at the Major League Site, except for those spring training games played by the Orioles as it returns to Baltimore to open the Major League championship season (no more than five spring training games) or as otherwise may be scheduled by Major League Baseball (i.e., international goodwill games) or otherwise provided in this Agreement or the Project Documents. As part of the definitive Lease, the Orioles will enter into a binding and enforceable non-relocation agreement with the County that includes appropriate specific performance and injunctive relief provisions. Except as provided in Section 20 of this Agreement, during the Term, the Orioles shall not relocate its Major League and Minor League Spring Training Operations from the County.

4.2 Rent. The Rent for the Term shall be one dollar and 00/100 (\$1.00), payable in advance for the entire Term at the time of execution of the Lease.

4.3 Revenues Generated. Except as provided herein, the Orioles shall have the sole and exclusive right to all commercial activity on the Sites and to retain any and all proceeds, revenues and fees generated by or through the Orioles' use or occupancy of the Sites during the Term, including, but not limited to all revenues derived from all events at the Sites, all revenues from tickets, parking fees, promotions, sponsorships, advertising, signage, concessions, license fees, and all other sources of revenues. The Lease shall contain agreement(s) for the County use of Major League Site and the Minor League Site as referenced in Section 5 hereof. As to the Orioles' use of the Sites, the Orioles shall have the sole responsibility to pay all sales, use and federal income tax due with respect to revenues and fees that they collect or receive. With respect to the parcel(s) North of 12<sup>th</sup> Street, the Orioles shall have the right to seek to develop the parcel(s) and shall have the right to make an application(s) for a zoning category change, if necessary, or seek any other zoning mechanism to permit commercial activity on the parcel(s). Such application(s) shall be subject to all County and City processes, procedures, codes and ordinances and the approval(s) of the appropriate governmental entity(ies). The County shall have the right to approve any development proposal submitted by the Orioles.

## 5. LEASED PREMISES; USE AND OPERATION.

5.1 Major League Site. The County agrees to lease to the Orioles the Major League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. The Orioles' right to utilize the Major League Site shall be on an exclusive basis during the Term for all lawful purposes, except as provided in Sections 5.4 and 5.5 herein but the Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations on the Major League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Orioles' exclusive areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. During the Spring Training Period, from December 15<sup>th</sup> to April 30<sup>th</sup> of each calendar year during the Term (the "Spring Training Period") except as otherwise provided in Section 5.4(a), the Orioles shall have the exclusive use of the Major League Site and may utilize the Major League Site for all lawful purposes.

5.2 Minor League Site. The County agrees to lease to the Orioles the Minor League Site, including all improvements, fixtures and furnishings located or constructed thereon relating to any of the same for the duration of the Term for the Orioles' full beneficial use of and to the Site. Except as otherwise provided in this Agreement, the Orioles shall have the right to utilize the Minor League Site on an exclusive basis for all lawful purposes, from January 15<sup>th</sup> to April 30<sup>th</sup> of each calendar year ("Minor League STP"), and on a non-exclusive basis (other than the Orioles' exclusive use areas as defined below, which are exclusive to the Orioles on a year-round basis) for all lawful purposes. During the Minor League STP, the Orioles shall have the full, beneficial and exclusive use of fields number 1 and 2 at all times and the non-exclusive use of fields number 3, 4 and 5 as provided in this Subsection. During the Minor League STP, fields number 3, 4 and 5 shall be exclusive to the Orioles at all times necessary, in the Orioles' reasonable discretion, to conduct its spring training operations. During the Minor League STP, the County may make fields number 3, 4 and 5 available for public recreational purposes with the Orioles' prior approval to each such use and the terms, conditions, dates and times of such use. The Orioles' approval as to any use request under this Subsection shall not be unreasonably withheld, conditioned or delayed. Any public recreational use authorized during the Minor League STP pursuant to this Subsection shall not (a) interfere with the Orioles' spring training baseball activities or (b) be permitted under weather or other conditions which would adversely impact the condition of any playing fields. The County shall require that all public recreation uses of the fields carry full and adequate insurances, naming the Orioles (and the County if appropriate) as a named insured and such other requirements as provided for in Sections 5.4 and 5.8. The Orioles agree that the County shall have the right to enter into an agreement with the high school team which has historically utilized field number 5 during the Spring Training Period for high school practices and games on terms, conditions, dates and times reasonably acceptable to the Orioles and consistent with current practices, this Subsection and Section 5.4. The high school team shall be authorized to display its logo and colors during high school practices, games and tournaments held on field number 5 and shall retain rights to the sponsor recognition signs along the inside face of the outfield fence provided that (i) any such sponsorship or signage does not conflict with an Orioles exclusive sponsorship; and (ii) the Orioles retain the right to also display signs. The Orioles shall have the exclusive right to use, on a year-round basis, the offices, clubhouse area and other locations (the "Team's Exclusive Minor League Areas") and

other areas on the Minor League Site that may be constructed or renovated following the date hereof which may be designated by the Orioles as included in the Team's Exclusive Minor League Areas, but not including the fields and public parking areas, subject to the County's approval, which may not be unreasonably withheld, conditioned or delayed. The subparcel of the Minor League Site set forth in Section 14 shall be, upon completion, deemed part of the Team's Exclusive Minor League Areas.

5.3 Orioles As Promoter of the Sites. During the Term, at all times, the Orioles shall be the "promoter" of the Major League Site and the Minor League Site for all lawful purposes, including all events conducted thereon or therein, except as expressly provided herein. The Orioles shall use commercially reasonable efforts to market the Sites actively during the Term. The Orioles shall be entitled to retain all "promoter" fees, if any, in connection with any for profit events at the Sites, except for Historical Events as defined in section 5.4(a) (unless the Orioles and the Historical Event party expressly agree otherwise).

5.4 Historical Events. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. The Parties acknowledge that the Sites have at times historically hosted certain events other than spring training operations and baseball-related events. The following shall be referred to as "Historical Events":

(a) Major League Site: (i) Booker High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (ii) Cardinal Mooney High School – six (6) event day uses, including one (1) event use at the Major League Stadium; (iii) Sarasota Baseball Classic, provided that it is not scheduled between December 15<sup>th</sup> and April 7<sup>th</sup> in any calendar year; (iv) Florida High School Athletic Association State Baseball Championship Finals at the Major League Site provided that it is not scheduled between December 15<sup>th</sup> and April 7<sup>th</sup> in any calendar year and is held for no more than seven (7) consecutive days; (v) the City Blues Festival for three (3) consecutive days or less, provided it is held exclusively on the practice fields adjacent to the stadium, conducted in accordance with historical practice and further provided that City Blues Festival is held in October or the first week of November; (vi) the AAU 14 and under Division 1 National Championships, provided that it is scheduled in July or August; (vii) Circus Sarasota, provided that it is located on the parking parcel North of 12<sup>th</sup> Street, unless otherwise agreed by the Orioles and Circus Sarasota, and within the months of January and/or February and that it does not interfere with the Orioles' spring training events; and (viii) the Sarasota Spartans youth soccer program for limited use of the parking parcel North of 12<sup>th</sup> Street during the months August through November on a temporary basis, such temporary use not lasting more than four (4) years from the date of this Agreement. The Orioles shall accommodate the aforementioned Historical Events at the Major League Site (excluding the Orioles' exclusive use areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations; and

(b) Minor League Site: During the Minor League STP, as provided in Section 5.2. At times other than during the Minor League STP, the County may utilize the Minor League Site (other than the Team's Exclusive Minor League Areas) for public recreational use under the terms and conditions of Section 5. The Orioles shall endeavor in good faith to work with the County and the community to accommodate the aforementioned Historical Events at the Minor

League Site (excluding the Team's Exclusive Minor League Areas), under the terms and conditions provided in this Section and consistent with the Orioles' priority of use for spring training operations.

(c) Other Uses: In addition to any other Orioles' uses of the Sites, the Orioles may, in its sole discretion, permit the use of the Sites for other historical events, including AAU baseball practices and games, or other historical events.

As to each Historical Event authorized in this Section, the Historical Event shall be conditioned upon the Historical Event party (which may be the County or a third party) obtaining the Orioles' prior approval as to the date and time of the requested Historical Event and entering into a contract with the Orioles for use of the Site requested, which contract shall include a requirement to carry full and adequate insurances, naming the Orioles (and the County as appropriate) as named insureds, provisions for the payment of all actual and incremental costs and expenses associated with the use and such other terms and conditions as may be reasonable or necessary. The Historical Event shall not be on dates and times that (a) interfere with the Orioles' baseball activities or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. To the extent that tickets are sold for Historical Events that are for-profit, if any, the ticket surcharge shall be applicable to all such tickets, unless otherwise determined by the Orioles, in its sole discretion. Any Historical Event must be requested in writing to the Orioles annually prior to November 30<sup>th</sup> for the following twelve (12) month period. Should the Historical Event desire to propose the scheduling of a Historical Event under this Agreement other than as provided in the preceding sentence, the Historical Event shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request.

5.5 County Use of Major League Site. Other than as provided in Section 5.4(a) (with regard to Historical Events), the County may use or authorize for use the Major League Site for civic-oriented non-profit events for up to eight (8) days per year outside of the Orioles' Spring Training Period, as defined in Section 5.1 hereof, and only with the Orioles' prior written approval, not to be unreasonably withheld, conditioned or delayed, at no charge to the County other than for reimbursing the Orioles as provided in Section 5.8 below. The County may sublease its rights contained in this Section 5.5 to the City of Sarasota for City sponsored civic-oriented non-profit events, subject to the Orioles' approval of the third party contract or other agreement governing the event, which approval shall not be unreasonably withheld, conditioned or delayed. The Parties acknowledge that the Sites shall not be used on dates and times that (a) interfere with the Orioles' baseball activities and/or (b) under such weather or other conditions which would adversely impact the condition of any playing fields. The Orioles spring training operations, baseball-related events and other Orioles' beneficial uses of the Sites shall have priority scheduling status at all times on the Sites. For scheduling purposes and to avoid any interference with the Orioles' beneficial use of the Sites, the County shall annually, prior to November 30<sup>th</sup> of each year, provide the Orioles with a proposed schedule of any civic-oriented non-profit uses for following twelve (12) month period for which the County requests the Orioles' approval. Should the County desire to propose the scheduling of a permissible event under this Agreement other than as provided in the preceding sentence, the County shall propose such event to the Orioles for consideration and approval as soon as practicable and in a reasonable enough period of time to allow the Orioles full consideration of the request. The dates



and times during which the County may use the Major League Site shall be selected by mutual agreement of the Parties and the Orioles agree to take into consideration the historical practice of certain event dates which have been utilized for City and County sponsored events.

5.6 [Intentionally Omitted]

5.7 County Use of Minor League Site. The County may use or authorize for use the Minor League Site, excluding the Team's Exclusive Minor League Areas, in accordance with Section 5.4, for civic-oriented non-profit use subject to the prior approval of the Orioles, not to be unreasonably withheld, conditioned or delayed. The Orioles shall have scheduling priority for the use of the Minor League Site.

5.8 General Conditions of Use of the Sites. The County shall be responsible for the payment of all actual and incremental, out-of-pocket operating and maintenance expenses for all County-authorized civic and recreational uses of the Sites. The costs, reimbursements and expenses for Historical Events requested by third parties under Section 5.4 shall be the responsibility of the requesting party, in accordance with the terms and conditions provided in that section, unless otherwise agreed to by the Orioles. The County shall be responsible to restore the fields and related facilities to the condition at the time prior to such County-authorized civic or recreational use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to operate, maintain, repair or restore the Sites as a direct result of the County-authorized civic or recreational use of the Sites, the County shall reimburse the Orioles for such costs and expenses in a timely manner upon invoice. The County shall remain solely responsible for any damage or destruction that may occur as a direct result of such use by the County or its invitees or authorized parties. In accordance with the provisions of Section 5, the Orioles and the County shall enter in an event agreement(s) for any County-authorized use under Section 5.4 (as appropriate), Section 5.5 or Section 5.7 prior to such events setting forth the terms and conditions for such County use and further delineating the County's reimbursement obligations.

5.9 County's Right of Entry. The County reserves the right to enter any portion of the Sites upon reasonable prior notice to the Orioles, notwithstanding the exclusive right of the Orioles to use such portion, if in the reasonable judgment of the County, entry is necessary to inspect, repair or maintain the Site, or is necessary to protect the public health, safety or welfare.

5.10 Quiet Enjoyment. During the Term and subject to the terms of the Lease, the Orioles shall be entitled to peacefully have and enjoy the use of the Sites, without unreasonable interruption or interference, subject to the County's rights of use and access, as provided in this Agreement.

**6. TICKET SALES; PARKING.**

6.1 The Orioles shall set the ticket prices for all spring training games and other events at the Major League Site and the Minor League Site for which tickets are sold, other than as Historical Events and County (City or authorized public) civic-oriented non-profit events provided for in Section 5. The Orioles shall manage all ticketing operations, including ticket sales for all events at the Sites other than at Historical Events and County civic-oriented, non-



profit events, and the Orioles shall be entitled to receive all Gross Revenues from Ticket Sales collected by the Orioles on an annual basis during the Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Orioles, except as provided for in Section 5 for County ticket sales from applicable County (or City or authorized public entity) sponsored events which shall be managed, sold, and belong to the County (or City or authorized public entity), and except for ticket sales from Historical Events. For purposes of this Agreement, "Gross Revenues From Ticket Sales" shall mean the total gross revenues from ticket sales less any taxes or charges imposed by Major League Baseball or any governmental, regulatory or taxing authority generally, included in the gross price of the ticket to the purchaser and required to be remitted by the Orioles as the portion of such receipts payable to the visiting team or to any such governmental, regulatory or taxing authority. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold in connection with for-profit events at the Sites, whether Orioles, County or City sponsored events. The ticket surcharge provided for in Section 12 shall be charged and applicable on all tickets sold for profit historical events at the Sites, unless otherwise determined by the Orioles, in its sole discretion. The Parties agree that Gross Revenues from Ticket Sales shall also exclude and be reduced by the surcharge as described in Section 12. All ticket surcharges collected by the Orioles, County or City or any party authorized to utilize the Sites for which tickets are sold shall be deposited in a timely fashion in the Capital Repair and Improvements Fund established and described in Section 12.

6.2 The Orioles or its designee shall control the parking at the Sites, and without limiting anything contained in Section 4.3 above, the Orioles shall collect and retain all parking fees and related revenues derived therefrom, except for parking revenues from County (or City) sponsored civic-oriented non-profit events as provided for in Section 5.4, 5.5 and 5.7, for which the net revenues (after payment of applicable expenses as provided in Section 5.8, including any taxes or charges or payment to any parking operator(s) and reimbursement of incremental, out-of-pocket expenses in connection with the collection of parking revenues) shall belong to the County.

## 7. CONCESSIONS.

7.1 The Orioles shall control and receive all revenues from the sale of all foods, beverages, merchandise, novelties and logo items and the like, including, but not limited to, scorecards, yearbooks and novelty items carrying the logo or marks of the Orioles or of any other Major League team (collectively, commonly called "concessions") on the Major League Site and the Minor League Site. The Orioles shall be free to operate the concessions in-house or contract with a third party(ies) to operate such concessions on terms and conditions approved by the Orioles

7.2 No outside concessionaire or vendor shall be permitted on the Sites, including for a Historical Event, without the Orioles' prior written approval. For all authorized County (or City) uses of the Sites under Section 5.5, and for any Historical Events under Section 5.4, the County (or City) or Historical Event party shall use the Orioles' concessionaire for all food services unless the Orioles and/or the Orioles' concessionaire determine, in their sole discretion, not to provide concession services for the event. If the Orioles or its concessionaire determine not to provide such concession services, the County (or City) or Historical Event party may request that the Orioles' approve the use of a third party food service concessionaire on the Site to

service the event. The Orioles' written approval shall not be unreasonably withheld, conditioned or delayed. For all authorized County (or City) uses of the Sites under Section 5.5, the Orioles will endeavor to require in its food service concession agreements or extensions with its concessionaire that the concessionaire, if it agrees to provide food service for a County (or City) event pursuant to Section 5.5, that the concessionaire will consider entering into a revenue-sharing agreement with the County (or City) to share a portion of its profits, if any, with the County (or City) or provide a fair and reasonable discount for its food services. Any such profit sharing or discount shall be determined on a case-by-case basis and within the sole discretion of the Orioles and the Orioles' concessionaire. As to all such events pursuant to Section 5.5, the concessionaire may not charge the County (or City) more than its usual and customary food and service charges (but may charge less) associated with an Orioles event. In the event that the County (or City) or a Historical Event party under the terms and conditions of this Section, are permitted to use a third party concessionaire with the Orioles' approval and desire to use the Orioles' concessionaire's equipment or facilities, the County (or City) or Historical Event party shall enter into an agreement for such use with the Orioles and the Orioles' concessionaire on such terms and conditions as may be acceptable to the parties. The County shall notify the Orioles of any proposed County civic-oriented, non-profit events under Section 5.5 for which it desires that the Orioles' concessionaire provide concessions operations no less than fifteen (15) business days prior to the date of such event.

7.3 The County shall use its best efforts to ensure that all concession equipment, along with all furniture, fixtures and equipment, at the Major League Site and the Minor League Site that is County or City owned or is anticipated to be left by the current tenant is inventoried and conveyed to the benefit of the Project to the extent it is deemed by the Orioles to be beneficial to the Project, subject to the County's approval, not to be unreasonably withheld, conditioned or delayed.

## **8. SCOREBOARD AND NAMING RIGHTS.**

8.1 The Orioles shall have all rights to sell or otherwise assign naming and/or presenting sponsorship rights to all or any portion of the Major League Site and the Minor League Site, including the Major League Stadium. The Parties acknowledge the Minor League Site is currently referred to as the Buck O'Neil Baseball Complex and the Orioles will endeavor to refer to the baseball complex as such in materials and publications. The Orioles shall obtain the County's consent only as to whether the County objects to the association of the County with the naming and/or presenting sponsor and contends that such association is materially adverse to the County and will damage its reputation or the public's interests. The Orioles agree that the name of a tobacco company or product will not be used. The County may not unreasonably withhold, condition or delay its consent to a naming rights or presenting sponsor.

8.2 The Orioles shall control the scoreboard message center (the "Scoreboard"), the sound, public address and related systems at the Sites (collectively, the "AV Information Systems") for any and all events at the Sites during the Term. The Orioles will work cooperatively with the County to include a limited number of public service announcements and announcements of County programs and civic-oriented events at Orioles' events. The Orioles' personnel or designee shall operate all AV Information Systems at all times during the Term unless the Orioles agree otherwise; however, during Historical Events or County (or City) or

authorized public) civic-oriented non-profit events, and subject to the Orioles' right and obligation to operate the AV Information Systems, the County shall have the right to determine the audio content and sell temporary event day only electronic message advertising on the Scoreboard content display. If Orioles personnel are utilized to operate the AV Information Systems, the Orioles shall be reimbursed for such actual incremental, out-of-pocket costs and expenses and other applicable expenses as provided in Section 5.8. Without limiting the foregoing, in no event may the County sell any temporary event day electronic message advertising on the Scoreboard content display to an entity if the sale or content of such electronic advertising would cause the Orioles to breach any exclusivity granted to a naming rights, presenting sponsor or any exclusive Orioles' sponsor.

## **9. BROADCASTING.**

9.1 The County will cooperate with the Orioles in identifying locations and available connectivity of commercial fiber, cabling, electrical, communications data transmission systems and the nearest head-ends (the "Broadcast Interface Equipment") in order for the Orioles to broadcast games played by the Orioles during the Term. The Orioles shall be responsible for all connectivity charges or fees payable to the vendor or utility. The County shall not charge the Orioles any fees or connectivity charges and the Orioles shall be permitted to use available easements on the Sites for connectivity purposes.

9.2 The Orioles shall have the exclusive broadcasting rights for all events at the Sites, other than as provided in this Subsection during the Term and all revenues derived therefrom shall be the property of the Orioles, including but not limited to all park and power fees and other charges levied upon visiting teams or for or in connection with other productions year-round. The Orioles shall have all rights to determine the content of any Orioles' broadcast and the Orioles shall have all rights to sell any advertising on any Orioles' broadcast during the Term. Subject to the rights of third parties, the Orioles shall have a fully-paid, transferable, license to broadcast and re-broadcast worldwide in perpetuity, images, photographs, audio and audio/visual recordings of all events of and from the Sites. The County shall have the non-exclusive right to broadcast the Historical Events and the approved County (or City or authorized public) civic-oriented non-profit events at the Sites utilizing its broadcasting equipment and personnel or, upon mutually acceptable terms, the Orioles' broadcasting equipment and personnel. Subject to the rights of third parties, the Orioles may broadcast any of the Historical Events or County (or City or authorized public) civic-oriented non-profit events from the Sites at its discretion.

## **10. PROMOTION AND TOURISM.**

10.1 The Orioles acknowledge that the County is undertaking a substantial financial responsibility to fund portions of the Project. The Orioles and County agree to develop an ongoing promotional relationship for the purpose of promoting Sarasota County and the Greater Sarasota County region as a desirable and attractive year-round vacation and meeting destination venue and for the promotion of the Orioles' spring training games and ticket sales related thereto. The Orioles shall make available on an annual basis after consultation with the Sarasota Convention and Visitor's Board and the Sarasota Tourism Development Council, certain promotional and tourism opportunities set forth in Exhibit 4. The Parties shall meet on an annual basis to review and amend Exhibit 4 as may be mutually agreeable from time to time.

10.2 The parties acknowledge that the Minor League Site is located at County-owned Twin Lakes Park which contains identifying signage and will continue to do so. To the extent permitted by Major League Baseball rules and regulations, the Orioles will provide the County with certain limited use rights as to the Orioles' marks and logos, subject to the Orioles' prior written approval in each instance, which will allow the County to promote its partnership with the Orioles at the Sites and on County literature and advertisements.

10.3 The Orioles shall provide the County with ten (10) prime location tickets (in groups of two (2) and four (4)), as determined by the Orioles, for all games and events at the Major League Site free of charge throughout the Term. In addition, the Orioles shall provide the County with event tickets for all seats in a luxury suite for up to four (4) Orioles spring training games per year; provided, however, that the suites have not been sold to a corporate or other purchaser and are available for the Orioles use and assignment. The County shall also be provided at no cost with adequate, preferred parking for all events for which tickets have been provided. The luxury suite, tickets and parking provided hereunder shall be used for tourism promotion and economic development purposes. The surcharge provided in Section 12 shall not be applicable to any complimentary event tickets or any tickets for which no payment is made by the County or other third party.

## **11. OPERATIONS AND MAINTENANCE.**

11.1 Except as to Historical Events and County (or City or authorized public) civic-oriented non-profit events and as provided in Section 5.8, the Orioles, as lessee of the Sites, shall be responsible solely for payment of all operating expenses and routine maintenance and repairs of the Sites during the Term. The Orioles shall operate the Sites in a safe, clean, attractive, and first class manner comparable to that of other Major League Baseball spring training and minor league facilities and shall provide on-Site fire, EMS, police and traffic control for games and other events at the Major League Site under the Orioles' control as may be necessary. The County shall be responsible to provide such on-Site fire, EMS, police and traffic control for all County civic-oriented, non-profit events as may be necessary. Throughout the Term and except as otherwise expressly provided herein, the Orioles shall be responsible for and provide all cleaning and operational maintenance services for the Sites, including the playing and practice fields located thereon, in conformity with the practices of Major League Baseball spring training facilities and Major League Baseball standards, rules and regulations. For purposes of this Agreement, operating expenses and routine maintenance and repair services shall mean those ordinary cleaning, maintenance and ordinary repair services necessary to keep the Sites in first class, good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life and that are not treated as capital expenses for federal income tax purposes. The County shall have no responsibility for any operating or routine maintenance or repair expenses for the Sites except as related to County civic-oriented, non-profit events or County approved recreational events pursuant to Section 5 or in connection with Section 18. The requesting party for Historical Events shall be responsible for any operating or routine maintenance or repair expenses for such Historical Events which shall be included in the contract described in Section 5.4 above, unless otherwise agreed by the Orioles. In the event that the County utilizes the Sites or authorizes their use, in whole or in part, the County shall be responsible to maintain and repair the fields and related facilities to the condition

prior to the time of County use, so as to provide the Orioles with the full beneficial use of and to the Sites. To the extent that the Orioles incur costs or expenses to maintain or repair the Sites as a direct result of the County's use of the Sites, the County shall reimburse the Orioles for all actual incremental, out-of-pocket costs and expenses associated therewith and other applicable expenses as provided in Section 5.8, in a timely manner upon invoice.

**12. CAPITAL REPAIR AND IMPROVEMENTS FUND.**

12.1 The County shall establish, administer and maintain a Capital Repair and Improvements Fund in an interest bearing account dedicated for the exclusive benefit of the Sites for the purposes expressed in this Section.

12.2 The Parties acknowledge that during the Term there will be capital repair and improvement items necessary to maintain or preserve the condition, structural integrity, safety or functionality of the Sites or to address physical obsolescence. Physical obsolescence means that the structure, foundation, surface, components, systems, fixtures or condition: (i) no longer adequately functions for the purposes for which it was intended, (ii) is dysfunctional in whole or in part, or (iii) poses a hazard to the public's accommodation. The Capital Repair and Improvements Fund shall not be used for the Orioles' general operations and routine maintenance and ordinary repair obligations or for any County (or City) obligations to reimburse the Orioles or pay for costs and expenses associated with the County's (or City's) use of the Sites or the use of the Sites by the public. This Fund is intended only for capital repairs and improvements as expressed in this Section, and which would customarily be treated as a capital item for federal income tax purposes. Capital repairs and improvements shall include all expenditures for a fixed asset, or which extends the useful life longer than one (1) year or adds value to or increases the usefulness or productivity of an existing asset.

12.3 The Capital Repair and Improvements Fund shall be funded by annual contributions from each of the Parties in accordance with the following schedule:

<u>For the Years</u>	<u>Annual Contribution</u>
2011 through 2015	\$125,000
2016 through 2020	150,000
2021 through 2025	175,000
2026 through 2030	200,000
2031 through 2035	225,000
2036 through 2039	250,000

12.3.1 A surcharge upon all Orioles game tickets sold and all other for-profit ticketed events conducted at the Sites shall be considered a contribution to the Capital Repair and Improvements Fund as if made by the Orioles directly:

12.3.1.A For all tickets with a face value of \$5.00 or less, the ticket surcharge shall be fifty (50) cents per ticket sold.

12.3.1.B For all tickets with a face value in excess of \$5.00 but less than \$10.00, the ticket surcharge shall be \$1.25 per ticket sold.

12.3.1.C For all tickets with a face value of \$10.00 or more but less than \$20.00, the surcharge shall be \$1.75 per ticket sold.

12.3.1.D For all tickets with a face value of \$20.00 or more but less than \$30.00, the surcharge shall be \$2.00 per ticket sold.

12.3.1.E For all tickets with a face value of \$30.00 or more, the surcharge shall be \$2.50 per ticket sold.

12.3.2 In any year, the Orioles shall have the sole right to charge or modify the ticket surcharge in its sole judgment.

12.3.3 Notwithstanding the foregoing, if the amount of the annual surcharge collected is: (A) less than the Orioles' Annual Contribution, the Orioles shall contribute the difference to the Capital Repair and Improvements Fund; (B) more than the Orioles' Annual Contribution, the amount of such excess shall not be credited toward its Annual Contribution for any other year.

12.4 Contributions to the Capital Repair and Improvements Fund shall be made by the County and the Orioles no later than January 15 of each year for the preceding year. No expenditures may be made from the Capital Repair and Improvements Fund without the prior approval of both the County and the Orioles.

12.5 All interest accruing on the Capital Repair and Improvements Fund shall be added to the Fund and available for Fund purposes.

12.6 The Orioles and the County shall jointly review the Fund balance on an annual basis. Beginning in the fifth (5<sup>th</sup>) year after substantial completion of the Project and every five (5) years thereafter, the Parties shall conduct an independent structural and engineering analysis of the Sites. The cost of such analysis shall be paid from the Capital Repair and Improvements Fund. To the extent that the structural and engineering analysis provided for in this Section 12.6 identifies a material structural or engineering condition that should be addressed by this Section, the Capital Repair and Improvements Fund will be made available to the extent that the Orioles and the County agree to authorize those repairs or improvements.

12.7 The County and the Orioles shall annually cooperatively develop a rolling five (5) year capital repairs and improvement plan for the Sites. The Orioles shall submit to the County, on or before June 1 of each year, a proposed budget of anticipated capital repairs and capital improvements for the succeeding year. The proposed budget shall include a detailed statement of the reason for and cost of proposed capital expenditures. The County shall review the proposed budget and notify the Orioles on or before August 1 of the same year whether it has approved all or any portion thereof, which approval will not be unreasonably withheld, conditioned or delayed. In the event of an emergency requiring a capital expenditure or other capital expenditure deemed necessary by the Orioles but not included in the budget, the Orioles shall promptly notify the

County after discovery of the emergency or need for the capital expenditure, and the Orioles and the County shall work cooperatively together in good faith to address the need for the capital expenditure.

12.8 The County shall be responsible for identification of funding sources and the timely payment of all approved capital expenditures that cannot be paid out of the then-remaining balance in the Capital Repair and Improvements Fund. The Orioles acknowledge that any such payment by the County is subject to appropriation and approval by the County Commissioners.

12.9 The Orioles, with the cooperation of the County, shall supervise the making of all capital repairs and improvements to the Sites.

12.10 Notwithstanding anything provided in this Section 12, the insurances required in Section 16 of this Agreement shall be maintained in full force and effect.

### **13. FUTURE IMPROVEMENTS.**

13.1 Subject to the applicable provisions of Section 4.3 hereof, the Orioles may develop and construct additional improvements on the Sites during the Term which are permitted by the zoning on the Sites, and any such improvements shall immediately be subject to the Lease. The Orioles shall prepare and provide to the County a plan showing such additional improvements, an estimate of the cost of the improvements and the Orioles commitment to pay for and a funding plan for such improvements prior to construction. The County shall have the right to review and approve all such improvements, such approval not to be unreasonably withheld, conditioned or delayed. The development and construction of any such additional improvements on the Sites during the Term shall be completed by the Orioles in accordance with applicable law.

### **14. YOUTH BASEBALL ACADEMY AND FACILITIES.**

14.1 The Parties acknowledge that it is mutually beneficial to facilitate the establishment of a youth baseball academy and youth tournaments, serving both the Greater Sarasota County region and players and teams from other areas. The Orioles and Ripken Baseball have expressed a desire and are willing to locate a Cal Ripken Youth Baseball Academy and youth tournaments at the Minor League Site. The County has agreed to permit the Orioles to sublease or co-locate a portion of the Minor League Site (as identified on the preliminary Site sketch attached hereto as Exhibit 2) as a possible and acceptable location for the youth baseball academy, facilities and fields and the County has agreed to provide said area to the Orioles for such purposes as a cleared and leveled portion of the parcel. The County consents to the development and use of the aforementioned areas for all such fields and facilities as may be necessary and appropriate for the full and beneficial use of those areas for a youth baseball academy and youth tournaments. The Orioles and/or Ripken Baseball with review and approval of the County, which shall not be unreasonably withheld, conditioned or delayed, shall have full rights to the design and architectural style of the fields and facilities. The timing of the development and construction of the youth fields and facilities is dependent upon raising the necessary funds to proceed with the project. Notwithstanding the preceding sentence, the Orioles and Ripken Baseball will commit to provide a commercially reasonable level of youth baseball activities in the Greater Sarasota County region pending the establishment and construction of the

youth baseball fields and facilities and the availability of requisite fields and facilities. The development and construction of youth baseball facilities pursuant to this Section shall be subject to the provisions of Section 13 hereof.

**15. NO IMPACT FEES.**

15.1 To the extent legally permissible, the Orioles shall not be responsible for the payment of any road impact fees, justice impact fees and general government impact fees in connection with the development or use of the Project.

**16. INSURANCE.**

16.1 Orioles Insurance Requirements. The Orioles shall procure and maintain, during the term of this Agreement and the Project Documents, insurance as listed below. The policies of insurance shall be primary and written on forms acceptable to the County and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best Company rating of no less than "A-Excellent". No changes are to be made to these specifications without prior written specific approval by the County's Risk Management Department.

**Commercial General Liability:** Including but not limited to bodily injury, property damage, contractual, products and completed operations and personal injury with limits of not less than \$1,000,000 each occurrence and carry such umbrella liability coverage as the Orioles deem appropriate.

**Business Automobile Liability:** Orioles shall agree to maintain Business Automobile Liability insurance as required by law.

**Worker's Compensation Insurance:** Orioles shall agree to maintain Workers' Compensation insurance as required by law.

**Property Insurance:** The Orioles shall be responsible to provide property insurance to ensure against damage or destruction to the Orioles' furnishings and equipment and personal property located at the Sites.

The County shall retain the right to review certificates, declarations and policies of insurance, at any time, in order to confirm coverage, form, and amount of insurance in accordance with this Agreement. The County shall be named as an additional insured on all Orioles' policies of insurance under this Agreement and the Project Documents.

Notices of Accidents (occurrences) and Notices of Claims associated with this Agreement shall be provided to the Orioles insurance company and County Risk Management as soon as practicable after notice to the insured.

16.2 County Insurance Requirements. The County shall procure and maintain, during the term of this Agreement and the Project Documents insurance as listed below.



**Commercial General Liability:** The County is self-insured for all liability claims and related expenses pursuant to the provisions of Florida Statute 768.28.

**Property Insurance:** The County shall maintain in force, at its expense the types and amounts of property insurance, including boiler and machinery insurance, as necessary to cover the full replacement value of the Sites. The County shall provide a copy of the Certificate of Insurance listing the Orioles as the additional insured. The property insurance shall insure against damage or destruction to any components of the Sites, providing "all risk" peril coverage, including coverage against hurricane, flood, sewer backup and earthquake. In the event of a loss or damage as described above, the County shall be responsible to retain a project manager to obtain an inspection and estimation of damages and repair and/or replacement costs to bring the Sites to their pre-loss condition in a timely and efficient manner. The County shall promptly report in a timely manner all claims and shall pay all deductibles in connection with such claim. Insurance proceeds recovered from submitted property damage claims for the Sites pursuant to this Section shall be placed in a joint escrow account and used to repair or rebuild the Sites and the County shall be obligated to promptly restore the Sites to its original or better condition. In the event that the insurance proceeds are insufficient to repair and restore the Sites to their previous pre-loss or substantially similar condition, the Orioles shall have no obligation to utilize its own funds to repair or restore the Sites. In the event the County determines that the Major League Site and/or the Minor League Site should not be repaired, the Orioles are entitled to immediate termination of this Agreement, and the Project Documents or any portion thereof (e.g. termination of the Major League Site but not the Minor League Site) without penalty. In the event the Orioles elect to terminate this Agreement and the Project Documents, there shall be an abatement of all monies due hereunder from the date of unavailability. The County, as applicable, shall be required to immediately notify its insurance carrier(s) in the event of any loss and shall promptly submit all claims, and all insurance proceeds of such policies paid for property damage to the Sites shall be for the benefit of the Sites and the Orioles and promptly applied to the repair, replacement and refurbishment and restoration of the Sites, and in accordance with the procedures established by the County and the Orioles and/or its designees for the initial construction of the Project, unless otherwise agreed upon by the County and the Orioles.

## 17. ENVIRONMENTAL.

17.1 The Major League Site has been used for Major League Spring Training for more than twenty (20) years. Portions of the Major League Site were used as a landfill and asphalt plant in the past. The Major League Site is the subject of a consent order between the City and the Florida Department of Environmental Protection. The Interlocal Agreement with the City obligates the City, as set forth in the consent order, to continue to perform its environmental monitoring, reporting and other requirements under applicable environmental laws, following transfer of title to the Sports Complex to the County. It is contemplated that the City will need to enter into an amendment to the consent order providing for the closeout of the consent order. If it is determined that the Major League Site cannot be used as depicted on the preliminary project plans or that the Site presents a potential hazard to the public's health and safety or if the State of Florida or any other governmental agency requires remediation efforts, then the Orioles and the

County shall discuss funding the remediation costs, and if no agreement is reached prior to commencement of construction on the Major League Site, the Orioles shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice to the County.

#### **18. DISASTER PREPAREDNESS/SHELTER.**

18.1 The Sites may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for natural disaster preparations, response, and potential shelter. In the event the County uses the Sites pursuant to this Section, the County agrees to completely remove all disaster/hurricane-related debris and materials from the Sites and take such other remedial action as may be necessary within a reasonable period of time prior to the Spring Training Period so as to allow the Orioles full beneficial use of and to the Sites. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Sites for disaster purposes, and the County shall promptly clean up, repair and restore the Sites, all at no cost or liability to the Orioles. Notwithstanding anything in this Agreement to the contrary, the County shall be responsible for any liability arising out of or in connection with the County's (and its invitees) or the public's use of the Sites pursuant to this Section and the County agrees to indemnify, defend and hold the Orioles and its officers, directors, partners, employees, agents and representatives harmless in connection with such use of the Sites by the County (and its invitees) or the public.

#### **19. TAXES; AVAILABILITY OF ADDITIONAL STATE FUNDS.**

19.1 The County represents that (1) it shall acquire from the City and shall continue to have throughout the Term, all ownership interests in the Major League Site, (2) as of the date hereof, it has and shall continue to have throughout the Term, all ownership interests in the Minor League Site, (3) as such, has the full authority to grant the Orioles the rights provided hereunder, and (4) this Agreement has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in Sarasota County and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest to be held by the Orioles pursuant to the Lease shall be immune from Property Taxes, including ad valorem taxation for long as such constitutional immunity remains in effect.

19.2 For purposes of this Agreement, "Property Taxes" shall mean all ad valorem taxes, real estate taxes and assessments or payments in lieu of real estate taxes which are levied against the Lease and/or the Sites (and any improvements thereon), including all general and special taxes levied by the County, the City or any political subdivision or taxing authority of the County or the City or the State of Florida, including but not limited to school districts, or transit authorities, so long as such tax is based upon or measured by the valuation of the land, the improvements (including the Project), or any of their respective leasing arrangements.

19.3 If the Orioles and/or its designees may be eligible for any tax benefits, exemptions, abatements, credits, grants or other refunds the County shall cooperate with the Orioles in pursuing such.

19.4 The County and the Orioles shall each use their best efforts to obtain additional funds from the State of Florida, authorized for the use of spring training facilities construction or renovation, for economic development, tourism, disaster relief or staging, hurricane hardening purposes and/or any other purpose that can be made available for the Sites in connection with the Orioles' use and occupancy thereof and to dedicate such additional funds to the Capital Repair and Improvements Fund.

## 20. FORCE MAJEURE.

20.1 Neither party hereto shall be liable for any delay or failure in the performance of any obligation under this Agreement or the Project Documents or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any "Force Majeure". For purposes of this Agreement, a "Force Majeure" shall mean and include without limitation, any fire, flood, explosion, damage by third parties whether negligently or intentionally caused, acts of God or Nature or other casualties, strikes (including, without limitation, any strike by the Major League Baseball Players Association), lockouts (including, without limitation, any lockout by the League), work stoppages, picketing or other concerted action by any employees or any labor organization, national emergency or state of war, the laws or actions of any governmental authority, or any other event or cause that is beyond the control of the Parties. Notwithstanding anything contained in this provision, a strike by the MLBPA or lockout by the League will not be a Force Majeure event with respect to the Project Development Agreement.

Without limiting any remedies available at law or in equity, in the event the purposes of this Agreement and/or the Project Documents are frustrated as a result of the actions, rulings, determinations, findings, orders, judgments or directives of any state or federal or other governmental agency or as a result of the actions of third parties in connection with, relating to, or arising from, the existence of any hazardous materials on, in, under, affecting or emanating from all or any portion of: (1) the real property located at 12th Street and Tuttle which has historically been used as a Major League Spring Training facility and includes training facilities, practice fields, clubhouses, offices, the "Ed Smith Stadium" and other improvements and fixtures located thereon, and/or (2) the real property located North of 12th Street and South of 17th Street and the corner parcel North of 12th Street (the "Major League Site") which may cause (i) substantial and material delay to the Project, (ii) substantial and material additional costs to the Project, (iii) substantially and materially restrict or prohibit the Project or its substantial completion or (iv) in any other way substantially and materially frustrates the purposes of this Agreement and/or the Project Documents, then the Orioles and the County shall discuss such situation, and if no mutually acceptable agreement is reached between the Parties to resolve the situation, then either Party shall have the right to terminate this Agreement and the Project Documents upon thirty (30) days written notice to the other Party; provided that, any Party may submit this matter to binding arbitration, which arbitration must be requested, conducted and fully concluded within sixty (60) days of the written notice of termination, solely as to the issue of whether that Party's termination was reasonable under the facts and circumstances, including the purposes of this Agreement and the Project Documents and based upon the delay, additional costs, restriction or prohibition as expressed in this Section.

20.2 If as a result of any Force Majeure the Sites are unavailable for Spring Training in any of the years during the Term, this Agreement and the Project Documents shall be regarded as suspended for the period of unavailability without liability to either Party so long as the period of unavailability is no more than two (2) consecutive Spring Training Periods during the Term. If the Sites shall be unavailable for two (2) consecutive Spring Training Periods during the Term, the Orioles shall have the right to terminate this Agreement and the Project Documents without any further liability to the County. To the extent that the Sites are unavailable for a Spring Training Period, the County shall use its best efforts to assist the Orioles in securing, at no cost to the Orioles, suitable facilities in the County to conduct its Spring Training Operations. If no suitable facilities are available, in the Orioles' sole discretion, the Orioles may locate its Spring Training Operations at facilities outside the County and the Orioles shall be relieved of all obligations under this Agreement and the Project Documents for such period.

## **21. DEFAULT, REMEDIES AND TERMINATION.**

21.1 If either Party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement or any of the Project Documents, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

21.1.1 Where a grace period is specifically provided, that specific grace period shall apply.

21.1.2 Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) five (5) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure.

21.1.3 If any failure to perform shall not have been cured by the expiration of the applicable grace period, then a "Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 21.2 below.

21.2. If a Default shall occur, the Non-Defaulting Party shall have the right (but not the obligation to cure such default on behalf of the Defaulting Party, in which event the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent ("the Default Rate").

21.3 County Termination. The County may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the Orioles of any of the following events (collectively hereinafter referred to as the "Orioles Defaults"):

21.3.1 If the Orioles desert or vacate one or both of the Sites;

21.3.2 If, by order of a competent authority, a receiver, liquidator or trustee of the Orioles shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days after the making of such order, or if by decree of such authority the Orioles shall be adjudicated or determined to be bankrupt or insolvent, or if the Orioles shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.3.3 If the Orioles fail to make any payments to the County pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided however, the Orioles shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.3.4 If the Orioles breach any material provision, agreement or obligation under this Agreement or any of the Project Documents, that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the County, and the Orioles diligently pursue such cure, the Orioles shall be allowed such agreed upon time period to cure such Default.

21.4 Orioles Termination. In addition to the termination rights contained elsewhere in this Agreement, the Orioles may terminate this Agreement or any of the Project Documents upon thirty (30) days prior written notice to the County of any of the following events (collectively hereinafter referred to as the "County Defaults"):

21.4.1 If, by order of a competent authority, a receiver, liquidator or trustee of the County shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the County shall be adjudicated or determined to be bankrupt or insolvent, or if the County shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

21.4.2 If the County fails to make any required payments or deposits to the Governmental Project Fund, Construction Fund Account or the Capital Repair and Improvements Fund or fails to make any payments to the Orioles pursuant to this Agreement or any of the Project Documents within sixty (60) days following written notice of such payment Default; provided, however, the County shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

21.4.3 If the County breaches any material provision, agreement or obligation under this Agreement or any of the Project Documents that is not cured within sixty (60) days after notice of such Default; provided, however, that if such Default cannot be cured within such sixty (60) day period, but the Default is capable of cure within a reasonable period of time which is acceptable to the Orioles, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such Default.

21.5 Cumulative Rights. The remedies heretofore described in this Section 21 shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of a Default, including without limitation:

21.5.1 An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

21.5.2 An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

21.5.3 An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

21.6 Injunctive Relief. Without limiting any other remedies of the County on account of a Default by the Orioles available in accordance with Section 23 of this Agreement, the County will be irreparably harmed if the Orioles violate the Lease by the transfer, move or other relocation of the Orioles' spring training activities to locations other than the Sites during the Term otherwise than as provided or permitted by this Agreement or the Project Documents. Accordingly, the Orioles hereby agree that in the event of such a violation or threatened violation of the Lease, the County shall be entitled to seek and obtain a temporary restraining order, together with preliminary and permanent injunctive relief, from any court of competent jurisdiction to enjoin any such violation or threatened violation. The Orioles waive any requirement that the County post a bond or other security in connection with such injunctive relief. In the event of such attempted or actual transfer, move or other relocation of the Orioles' spring training activities to, or the playing of Home Games at, any location other than the Sites, the County is not able to obtain the injunctive relief provided for in this Section 21.6, the County shall be entitled, at its option, to seek monetary damages.

## 22. NOTICES.

22.1 All notices and other communications required or permitted to be given under this Agreement and the Project Documents shall be in writing, and shall be hand-delivered, sent overnight delivery by a reputable overnight delivery carrier or mailed by United States registered or certified mail, return receipt requested, postage prepaid, to the address set forth below:

If to the County: Sarasota County  
1660 Ringling Boulevard, 2<sup>nd</sup> Floor  
Sarasota, Florida 34236  
Attention: County Administrator  
Phone: 941-861-5000  
Facsimile: 941-  
countyadministrator@scgov.net

With a courtesy  
copy to:

Stephen E. DeMarsh, County Attorney  
Office of the County Attorney  
1660 Ringling Boulevard, 2nd Floor  
Sarasota, FL 34236  
Phone: 941-861-7255  
Facsimile: 941-861-7226  
sdemarsh@scgov.net

If to the Orioles:

Baltimore Orioles Limited Partnership  
333 West Camden Street  
Baltimore, MD 21201  
Attention: Peter G. Angelos  
Phone: (410) 649-2000  
Facsimile: (410) 659-1782

With a courtesy  
copy to:

Rifkin, Livingston, Levitan & Silver, LLC  
225 Duke of Gloucester Street  
Annapolis, Maryland 21401  
Attention: Alan M. Rifkin, Esq.  
Phone: (410) 269-5066  
Facsimile: (410) 269-5274  
arifkin@rlls.com

or to such other address or telephone number as a Party may notify the other Party in writing. Notices hand-delivered in accordance with this provision shall be deemed to have been received on the date so hand-delivered, notices sent overnight delivery shall be deemed to have been received one (1) day after the date provided to such carrier, and notices sent via U.S. mail shall be deemed to have been received three (3) days after the date so mailed.

### **23. DISPUTE RESOLUTION.**

23.1 The Parties acknowledge that their rights and responsibilities under this Agreement and the Project Documents involve coordination and cooperation with respect to the design, development and construction of, and capital repairs and improvements to, the Project. Accordingly, the Parties agree that it would be to their mutual benefit to establish a dispute resolution process to deal with any dispute arising out of this Agreement or the Project Documents.

23.2 The Parties agree to attempt to settle any dispute or controversy that may arise between the Parties regarding any provision or obligation set forth in this Agreement or the Project Documents by non binding mediation.

23.3 If the Parties are unable to resolve any dispute with respect to the design, development and construction of, and capital repairs or improvements to, the Project or with respect to the Parties' obligations to finalize and execute the Project Documents, the matter in

dispute shall be submitted to binding arbitration under the Arbitration Laws of the State of Florida (Chapter 682, Florida Statutes) in accordance with applicable Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The venue of the arbitration may be in Sarasota County. The arbitration shall be expedited to completion within ninety (90) days after notice of electing to arbitrate sent by one Party to the other Party. Both Parties shall agree in good faith to cooperate and facilitate the completion of the arbitration within said ninety (90) day period. In the event the Parties are unable to agree on a single arbitrator within thirty (30) days of the notice of electing to arbitrate, each Party shall within ten (10) business days thereafter select an arbitrator from a panel of eligible arbitrators provided by AAA and thereafter the two selected arbitrators shall select a third arbitrator. After all the evidence has been presented and the hearing has concluded, the Arbitrator(s) shall issue an award, in writing, within thirty (30) days. A judgment upon that award shall be enforceable in any court having jurisdiction of such matters in the State of Florida.

#### **24. TRANSFER OF THE SITES.**

24.1 The County represents, warrants and covenants that no part of the Sites will be sold, assigned or transferred by the County during the Term and the County shall not take (or refrain from taking) any action to restrict or condition, and shall not be permitted to sell or otherwise transfer, any portion of the Sites to any unaffiliated third party, without the prior written approval of the Orioles, which may be granted or withheld in the Orioles' sole discretion. If the Orioles approve the sale or transfer of any portion of the Sites, such County purchaser and/or transferee shall be obligated to perform in accordance with the terms of this Agreement and the Project Documents, including all the obligations, duties and responsibilities of the County contained therein, and such purchaser and/or transferee shall explicitly assume in writing all such obligations, duties and responsibilities. Further, if at any time during the Term, with the prior written approval of the Orioles, the County offers to sell the Sites, or any portion thereof, to an unaffiliated third party, the Orioles shall have a right of first refusal to purchase the Sites, or portion thereof at the price acceptable to such unaffiliated third party.

#### **25. CONDITIONS TO THE EFFECTIVENESS OF THIS AGREEMENT.**

25.1 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the certification by the State of Florida of the Sites as a retained spring training facility for which funding under Section 288.1162FS has been approved and all necessary funds under the aforementioned Florida statutes are committed by the State Office of Tourism, Trade and Economic Development ("OTTED") to be released or continue to be released to the City for the benefit of the Project. All approvals and commitments as to the funding or continuation of funding under this Section shall be confirmed in writing by OTTED within seven (7) days after the satisfaction of all conditions set forth in the OTTED letter dated July 17, 2009 to the Sarasota County Commission Chairman as a condition precedent to the effectiveness of this Agreement.

25.2 Notwithstanding any provision of this Agreement to the contrary, the effectiveness of this Agreement is expressly conditioned upon the receipt by the Parties from the City of an environmental indemnity in form and substance satisfactory to the Parties within seven (7) days after the date of this Agreement.



**26. MISCELLANEOUS.**

26.1 Amendments. This Agreement may not be changed, modified, or discharged orally, but only by an instrument in writing signed by the Parties.

26.2 Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, and each of their respective successors. The Parties by executing this Agreement represent and warrant to each other that they have the full authority to enter into this Agreement and to bind such Parties to its terms and conditions.

26.3 Conflicting Agreements. Each Party represents and warrants to the other Party that the execution of this Agreement and the performance of its obligations hereunder will not breach or be in conflict with any other agreement to which it may be a Party or may be bound.

26.4 Construction. The Parties hereby acknowledge that this Agreement is the product of negotiation between the Parties and/or their respective legal counsel and that no provision of this Agreement shall be construed against a Party solely because that Party or that Party's counsel drafted such provision.

26.5 Exhibits; Headings. The Exhibits attached hereto are substantive parts hereof; headings of the Sections of this Agreement are for convenience of reference only and are not substantive parts hereof.

26.6 Further Actions of the Parties. Immediately upon the execution of this Agreement, the Parties shall take all action necessary to effectuate the purposes of this Agreement, and shall commence good faith negotiations to draft and, where appropriate, execute the Project Documents which implement the transaction(s) contemplated by this Agreement. In addition, and without limiting the foregoing, the County shall take any action necessary under the Interlocal Agreement(s).

26.7 Covenant Re: Negotiations. Upon the mutual execution and delivery of this Agreement and the satisfaction of any condition precedents to this Agreement, the Orioles will refrain from any further negotiations with any other jurisdiction for the location of the Orioles' long term Spring Training Operations. Pursuant to the terms and conditions of this Agreement, the Orioles shall notify the County on or before October 31, 2009 as to whether the Orioles will conduct its Spring Training Operations in 2010 at the Sites. The Orioles may, without violating this covenant in making such determinations, have discussions with its current landlord in Fort Lauderdale, Florida with regard to the Orioles' existing leasing arrangements, including the winding down of such arrangement. In the event that the City of Fort Lauderdale asserts a claim against the County arising from the execution of this Agreement, the Orioles agree to reimburse the County for any actual out-of-pocket costs, fees or expenses, judgments or awards, as a direct result of such claim by the City of Fort Lauderdale.

26.8 Governing Law. This Agreement is entered into in, and shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without reference to principles of conflicts of laws.

26.9 Integrated Agreement. This Agreement represents the full, complete, entire and integrated agreement between the Parties with respect to the subject matter hereof, and supersedes all prior oral and written agreements, understandings and negotiations with respect to the subject matter hereof.

26.10 No Joint Venture. This Agreement shall not constitute a partnership, joint venture or create an agency relationship between the Parties.

26.11 No Waiver. The failure of either Party to object to, or to take affirmative action with respect to, any conduct of the other Party that violates any term or condition of this Agreement shall be limited to that particular instance, and shall not be construed as a waiver of that Party's rights for such breach or as a waiver of remedies for future breaches by the other Party.

26.12 Orioles' Full and Beneficial Use of the Sites. As provided for in this Agreement, the "Orioles' full and beneficial use of the Sites" shall mean all lawful uses of the Sites subject to the terms and conditions of this Agreement.

26.13 Rights Unique. The Parties acknowledge that each Party's rights and obligations hereunder, including but not limited to intellectual property assets (but other than the payment of money) are special, unique, extraordinary and impossible of replacement, which gives them a peculiar value, the loss of which could not be reasonably or adequately compensated in damages in an action at law, and that either Party's failure or refusal to perform its obligations hereunder would cause the other Party loss and damages. Except as permitted and otherwise provided for in this Agreement, if either Party fails or refuses to perform such obligations, the other Party shall be entitled to seek injunctive or other equitable relief against it, including temporary relief prior to a time at which a preliminary hearing may be held, by a court of competent jurisdiction to prevent the continuance of such failure or refusal or to prevent the breaching Party from granting rights to others in violation of this Agreement. The Parties waive any requirement that the other Party post a bond or other security in connection with such injunctive relief. In the event a Party is not able to obtain the injunctive relief provided for in this Section, such Party shall be entitled, at its option, to seek monetary damages.

26.14 Mutual Indemnification. The Orioles shall indemnify, defend and hold the County and County's agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the County in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the property of the County) arising out of or occurring during Spring Training games or Orioles' events or the Orioles' occupancy, management or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the County, the County's agents or County's contractors or subcontractors. The County shall indemnify, defend and hold the Orioles and Orioles' agents harmless from and against all loss, cost, damage and expense (including reasonable attorneys' fees and disbursements) imposed upon or incurred by the Orioles in connection with all claims arising out of or relating to the death of or injury to any person, or the loss of or damage to the property of any person (excluding the personal property of

the Orioles) arising out of or occurring during County civic-oriented, non-profit events, or County-authorized use or events for the County's occupancy, capital repair or improvement or use of the Sites, excluding death, injuries, and property loss and damage which arise out of or are related to the wrongful or negligent acts or omissions of the Orioles, the Orioles' agents or Orioles' contractors or subcontractors.

26.15 Severability. The parties hereto agree that to the extent that any provision or portion of this Agreement shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable to the fullest extent permitted by applicable law.

26.16 Taxes; Recordation. The Orioles shall not be responsible for any fees, taxes (including but not limited to transfer taxes) or expenses in connection with the recordation of this Agreement or any of the Project Documents.

26.17 Time. Time is of the essence with regard to the Parties' obligations under this Agreement.

26.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be one and the same instrument.

26.19 Orioles Assignment. The Orioles shall not sell, assign or otherwise transfer all or any portion of its interest in this Agreement or the Project Documents without first obtaining the consent of the County; provided, however, that (i) the Orioles shall have the right, without consent, to sublease or transfer its rights and/or obligations, in whole or in part, under this Agreement and the Project Documents, including in furtherance of Section 14 of this Agreement, to any person or entity, provided that the Orioles shall remain liable for its obligations under this Agreement and the Project Documents, including, but not limited to, the playing of the Orioles' Spring Training games at the Sites as provided herein and (ii) the Orioles shall have the right, without consent, to transfer all of its rights and/or obligations, in whole or in part, under this Agreement or the Project Documents to any person or entity that shall thereafter own the Major League Baseball franchise now held by the Orioles on the condition that such transferee shall assume the obligations of the Orioles set forth in this Agreement and the Project Documents and on the further condition that Major League Baseball approves the transfer of the Orioles Major League Baseball franchise to such transferee.

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA

\_\_\_\_\_

By:  
Its:  
Date:

\_\_\_\_\_

BALTIMORE ORIOLES LIMITED PARTNERSHIP

By: Baltimore Orioles, Inc., its  
General Partner

By: Peter G. Angelos, President  
Baltimore Orioles, Inc.

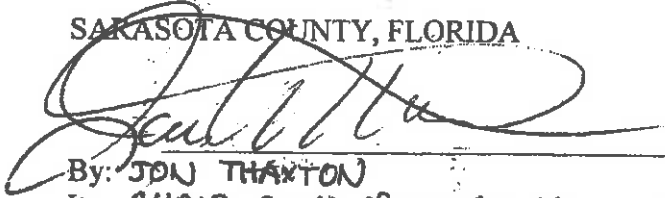
Date: 7/22/09

- Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 3 – Preliminary Site Sketches
- Exhibit 4 – Promotion Inventory

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the date set forth above.

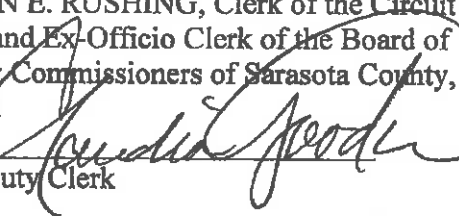
WITNESS/ATTEST

SARASOTA COUNTY, FLORIDA



By: JON THORTON  
Its: CHAIR, BOARD OF COUNTY COMMISSIONERS  
Date: 7/22/09

ATTEST:  
KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By:   
Deputy Clerk

BALTIMORE ORIOLES LIMITED PARTNERSHIP

Approved as to form and correctness:

By:   
County Attorney

By: Baltimore Orioles, Inc., its General Partner

By:   
Peter G. Angelos, President  
Baltimore Orioles, Inc.

Date:

- Exhibit 1 – Major League Site Description – This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 2 – Minor League Site Description– This Exhibit may be particularized by including the metes and bounds property descriptions.
- Exhibit 3 – Preliminary Site Sketches
- Exhibit 4 – Promotion Inventory

**Economic Impacts of the  
Spring Training Facility**



The estimated economic impacts at the county and state levels for the period July 1, 2017 through June 30, 2018 are:

	Sarasota County	Florida
<b>Jobs Created</b>	997.8	1,041.5
<b>Jobs Created have total Compensation of</b>	\$22,014,857	\$25,602,942
<b>Total Economic Output</b>	\$78,151,660	\$92,575,184

## Economic Impacts of the Spring Training Facility

The attendees are separated into four category types:

- **Non-Local:** This indicates a visiting party from outside of Sarasota County
- **Local:** This includes all Sarasota County residents
- **Team:** This represents the amount of cash outlay (expenditures) by the Orioles themselves
- **Other:** This represents capital expenditures by the County for the Stadium itself

### County-Level Economic Impacts:

	DIRECT	INDIRECT	INDUCED	TOTAL	MULTIPLIER
Non-Local	\$ 30,927,215	\$ 10,033,782	\$ 10,208,551	\$ 51,169,549	1.7
Local	\$ 1,247,778	\$ 368,495	\$ 424,621	\$ 2,040,894	1.6
Team	\$ 12,578,103	\$ 8,035,529	\$ 3,264,359	\$ 23,877,991	1.9
Other	\$ 674,982	\$ 183,247	\$ 204,997	\$ 1,063,226	1.6
	\$ 45,428,078	\$ 18,621,053	\$ 14,102,528	\$ 78,151,660	1.7

### State-Level Economic Impacts:

	DIRECT	INDIRECT	INDUCED	TOTAL	MULTIPLIER
Non-Local	\$ 30,927,215	\$ 12,873,388	\$ 15,127,737	\$ 58,928,340	1.9
Local	\$ 1,247,779	\$ 505,467	\$ 617,529	\$ 2,370,775	1.9
Team	\$ 12,578,103	\$ 9,966,942	\$ 4,677,693	\$ 27,222,738	2.2
Other	\$ 674,982	\$ 292,239	\$ 3,086,110	\$ 4,053,331	6.0
	\$ 45,428,079	\$ 23,638,036	\$ 23,509,069	\$ 92,575,184	2.0



August 10, 2018

Kelly Strickland  
Finance Director  
City of Sarasota, Florida  
1565 1<sup>st</sup> Street  
Sarasota, FL 34236

Ms. Strickland:

Per your request, this letter serves as notice that the conditions set forth in 2009 by the Office of Tourism, Trade and Economic Development (OTTED) continue to be satisfied by Sarasota County.

Attached is correspondence relating to the original response to the conditions and the results of the annual cost-benefit analysis of the spring training complex.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Botelho".

Steve Botelho  
Deputy County Administrator / Chief Financial Management Officer

Attachments:  
Cost-Benefit Analysis of Spring Training

Cc: David Flatt





CHARLIE CRIST  
GOVERNOR

STATE OF FLORIDA  
**Office of the Governor**

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001

www.flgov.com  
850-488-7146  
850-487-0801 fax

July 17, 2009

Chairman Jon Thaxton  
Sarasota County Commission  
1660 Ringling Boulevard  
Sarasota, FL 34236

Dear Chairman Thaxton:

Recent discussions with the Office of Tourism, Trade, and Economic Development (OTTED) have surrounded the departure of the Cincinnati Reds. We understand that the City of Sarasota and Sarasota County are working to preserve Spring Training in their area by negotiating an arrangement with the Baltimore Orioles. I have reviewed this issue carefully, and taking into account the intent of the Legislature, have determined that these funds may be used for a retained spring training facility in Sarasota, if the following conditions are met to OTTED's satisfaction:

1. An official letter in accordance with section 288.1162(5)(d), Florida Statutes, from the City of Fort Lauderdale acknowledging the Baltimore Orioles are relocating to Sarasota from their spring training location in Fort Lauderdale; See pages 4 and 5 of this Exhibit 4
2. A signed agreement, in accordance with section 288.1162(5)(b)2, Florida Statutes, between Sarasota and Baltimore Orioles for a retained spring training franchise; See page 3 of this Exhibit 4 and attached Exhibit 2
3. Documentation of the local match for at least 50 percent funds to be used for the spring training facility as required by section 288.1162(5)(b)3, Florida Statutes; and See attached Exhibit 1 detailing all funds expended on project
4. Written agreement from Sarasota that the state funds will only be used for the renovation or expansion of the Ed Smith stadium complex and corresponding major league operations. See pages 1 and 6 of this Exhibit 4

Once all these documents have been provided to my office and deemed satisfactory to OTTED, I will issue a final letter of approval for continuing release of the funds. Please feel free to contact me at (850) 487-2568 with any questions.

Sincerely,

Dale A. Brill, Ph.D.  
Director  
Office of Tourism, Trade and Economic Development

2009000196

# Office of the County Attorney

*County Attorney*  
Stephen E. DeMarsh

*Deputy County Attorneys*  
Kathleen F. Schneider\*  
Frederick J. Elbrecht\*\*



*Assistant County Attorneys*  
Scott T. Bossard  
Milan Brkich  
Maria D. Korn\*\*\*  
David M. Pearce  
Alan W. Roddy\*  
Karl A. Senkow  
Thomas R. Wolfe

\*Board Certified City, County  
and Local Government Law  
\*\*Board Certified Civil Trial Law

\*\*\*Board Certified Labor and  
Employment Law

September 11, 2009

Dale A. Brill, Ph.D.  
Director  
Office of Tourism, Trade and Economic Development  
The Capitol  
Tallahassee, FL 32399-0001

*a. Bullock  
Dennard  
9/11/09*

SARASOTA COUNTY  
GOVERNMENT  
COUNTY ADMINISTRATOR  
2009 SEP 11 P 2:23

Dear Dr. Brill:

In answer to your inquiry, please be advised that the lease terms as set forth in the Spring Training Facility Memorandum of Understanding between Sarasota County, Florida and the Baltimore Orioles Limited Partnership dated July 22, 2009, constitute a binding lease agreement between the parties for a term of 30 years.

Sincerely,

Stephen E. DeMarsh, Esq.  
County Attorney

Alan M. Rifkin, Esq.  
Rifkin, Livingston, Levitan & Silver, LLC  
Attorney for the Baltimore Orioles

Copies to: James L. Ley, County Administrator  
Michelle R. Dennard, Esq., OTTED  
Robert J. Bartolotta, City Manager, City of Sarasota

Jenny Yarabek

---

**From:** David Bullock  
**Sent:** Wednesday, September 02, 2009 12:52 PM  
**To:** Jenny Yarabek  
**Subject:** FW: City of Fort Lauderdale's Acknowledgement of Termination  
**Attachments:** 09-02-09 Letter from Ft Lauderdale Acknowledging Termination.pdf

fyi

**From:** Alan M. Rifkin [mailto:ARifkin@rlls.com]  
**Sent:** Wednesday, September 02, 2009 12:46 PM  
**To:** Michelle Dennard (michelle.dennard@eog.myflorida.com)  
**Cc:** John P. Angelos (jangelos@orioles.com); Stephen E. DeMarsh; David Bullock  
**Subject:** City of Fort Lauderdale's Acknowledgement of Termination

Michelle,

Attached please find the City of Fort Lauderdale's acknowledgement of the Orioles' termination of the new stadium facility use agreement dated December 28, 2006 from City Manager George Gretsas.

Alan

*Alan M. Rifkin, Esq.*  
*Rifkin, Livingston, Levitan & Silver, LLC*  
*225 Duke of Gloucester Street*  
*Annapolis, MD 21401*  
*(410) 269-5066*  
*(410) 269-5274 (fax)*  
[www.rlls.com](http://www.rlls.com)

**CIRCULAR 230 NOTICE:** To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein.

**CONFIDENTIALITY NOTICE:** This communication may contain privileged or other confidential information. If you are not the intended recipient, or believe you have received this communication in error, please do not print, copy, retransmit, disseminate or otherwise use the information. Also, please indicate to the sender that you have received this message in error and delete the copy you received. Thank you.



CITY OF  
**FORT LAUDERDALE**

*Venice of America*

**Via Email, Facsimile and Regular Mail**

**September 2, 2009**

**Alan M. Rifkin, Esq.  
Baltimore Orioles  
Rifkin, Livingston, Levitan & Silver, LLC  
225 Duke of Gloucester Street  
Annapolis, MD 21401**

**Dear Mr. Rifkin:**

**On September 1, 2009, the City of Fort Lauderdale City Commission, by motion, acknowledged that the Orioles have terminated the Facility Use Agreement, dated December 28, 2006, by and between the City and the Orioles.**

**Very truly yours,**

A handwritten signature in black ink, appearing to read "George Gretsas".

**George Gretsas  
City Manager**

**cc: John Angelos  
Alan Koslow, Esq.  
Harry Stewart, City Attorney  
Cate McCaffrey, Business Enterprises**





**SARASOTA COUNTY**

*"Dedicated to Quality Service"*

July 23, 2009

Dale A. Brill, Ph.D.  
Director  
Office of Tourism, Trade and Economic Development  
The Capitol  
Tallahassee, FL 32399-0001

Dear Dr. Brill:

On July 22, 2009, the Sarasota County Commission approved a Memorandum of Understanding with the Baltimore Orioles to move the team to Sarasota County for spring training. Sarasota County will be providing funds in the amount of \$23.7 million to the spring training facility project which will include the renovation of the Ed Smith Stadium Complex and renovation of facilities at the minor league site at Twin Lakes Park. This will confirm that state funds will only be used for the renovation or expansion of the Ed Smith Stadium Complex and corresponding major league operations.

Sincerely,



James L. Ley  
County Administrator

Copies to: Alan M. Rifkin, Esq., Counsel for the Baltimore Orioles  
Stephen E. DeMarsh, Esq., County Attorney  
Michelle R. Dennard, Esq., OTTED  
Robert J. Bartolotta, City Manager, City of Sarasota

**Indian River County  
(Los Angeles Dodgers)**

## INDIAN RIVER COUNTY ANNUAL REPORT ON STATE SPRING TRAINING FUNDS

Dated: July 31, 2018

Indian River County is submitting its annual report to the Florida Department of Economic Opportunity in accordance with Florida Statute, Section 288.11631. Please find the requested information enclosed:

1. *A detailed report on all local and state funds expended to date on the project being financed under Section 288.11631, F.S.*

Attached is a detailed report of expenditures (**Attachment #1**) of the bond proceeds of the \$16,810,000 Indian River County, Florida, Revenue Bonds, (Spring Training Facility) Series 2001. Also please see a copy of the official statement for this bond issue (**Attachment #2**). These bonds are secured in part by the "Retained Spring Training Franchise" funds ("State Funds"). The original annual debt service for these bonds was \$1,221,333. The "State Funds" originally supported \$500,000 (40.9%) and local funds supported the remainder \$721,333 (59.1%). The annual debt service has dropped to about \$864,000 since a portion of the bond was paid off in 2013 with local funds.

Based on the portion of debt supported by the annual \$500,000 from the State of Florida, approximately \$6.9 million of the initial acquisition and construction costs (\$19 million) were funded by the "State Funds". The entire proceeds of the bond issue were expended by 2006. Additionally the County has continued to spend local funds since the bond issue was fully expended (See **Attachment #1A**). Total expenditures for this project now stand at approximately \$25 million.

2. *A copy of the contract between the certified local governmental entity and the spring training team.*

Please find a copy of the "Memorandum of Understanding" between the Los Angeles Dodgers, Inc. and the County entered into on August 9, 2000 (**Attachment #3**). Also, please find the Facility Lease Agreement between the Dodgers and Indian River County, entered into on September 1, 2000 (**Attachment #3A**), as well as the First, Second, Third, Fourth and Fifth Amendment to Facility Lease Agreement (**Attachments #3B, #3C, #3D, #3E and #3F**).

Further, the Certification of Indian River County as an authorized facility for a retained spring training facility pursuant to Section 228.1162, Florida Statutes, approved by OTTED on January 1, 2001, has been attached as well (**Attachment #4**).

3. *A cost-benefit analysis of the team's impact on the community*

Attached is a copy of the Economic Impact Report from the Treasure Coast Sports Commission for the 2018 Historic Dodgertown Spring Training held January 15, 2018 through April 30, 2018 (**Attachment #5**). This event resulted in 12,869 room nights in Indian River County, with an estimated \$4.4 million economic impact. It should be noted that Historic Dodgertown has activity throughout the year, not just during spring training. The total economic impact of this facility is shown in the attached report titled, "Economic Impact Study of the Vero Beach Sports Village on Indian River County" prepared by the Treasure Coast Sports Commission (**Attachment #5A**).

Also included is a copy of the "Economic Impact of Tourism" completed by the Center for Tourism Research & Development in December 2001 (**Attachment #5B**). This study estimated the total economic impact of Spring Training at Dodgertown at approximately \$119 million per year.

4. *Evidence that the certified governmental entity continues to meet the criteria in effect when the applicant was certified.*

As stated above, Indian River County entered into a Memorandum of Understanding (MOU) and a Facility Lease Agreement with the Dodgers in 2000. The MOU provided that the County would purchase the stadium from the Dodgers for \$10 million and provide \$7 million for the expansion and renovation of the facility. The Series 2001 Spring Training Facility Bonds were issued to finance the acquisition and improvements. This bond issue was secured partially by pledging the annual \$500,000 payments received in accordance with Section 121.20, Florida Statutes, through 2031. Several years later, the Dodgers terminated the lease agreement with Indian River County. Since that time, the County has entered into an agreement with Verotown (previously Minor League Baseball) to operate the facility. Please note, this agreement entered into on May 1, 2009, and as amended later, explicitly contemplates that Verotown will allow for and assist Indian River County in securing Spring Training opportunities at the facility (see **Attachment #6**). This agreement states, "Verotown (previously MiLB) acknowledges the community's desire to host, and agrees to promote the use of the Facility for Major League Baseball spring training activities and game events. Verotown agrees to negotiate with any Team expressing an interest in conducting spring training activities or game events at the Facility and will use its best efforts to enter into a sub lease or other use arrangement on such terms and conditions as Verotown deems commercially reasonable or feasible. Any such use by a Team shall require prompt review and approval by the County Administrator, which shall not be unreasonably withheld. In the event such approval is not timely forthcoming or otherwise withheld, Verotown may seek approval from the County Commission."



Please note, Section 288.11621(5)(f) states, “A local government as defined in s.218.369 may not be decertified by the department if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the acquisition, construction, reconstruction, or renovation of the facility for which the local government was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This subsection does not preclude or restrict the ability of a certified local government to refinance, refund, or defease such bonds.”

As shown in Attachments #3, and #4, the County was certified as a retained spring training facility on January 1, 2001. Further, Attachment #2 is the official statement for bonds issued for the acquisition, construction, and renovation of Dodgertown. This issue pledged the retained spring training facility funds for a period of thirty years beginning on February 28, 2001.

Subsequently, Indian River County pledged the “State Funds” for the payment of debt service on bonds issued for the acquisition, construction, and renovation of this facility. This scenario is contemplated within Section 288.11621(5)(f) as recently amended. Per Section 288.11621(5)(f), the County “may not be decertified by the department” based upon the information provided herein.

Michael R. Smykowski  
Director, Management & Budget  
Indian River County Board of County Commissioners

7/26/2018

**DODGERTOWN CAPITAL IMPROVEMENTS**

## Detail of Payments

<b>Beginning Balance</b>	<b>\$17,000,000.00</b>
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Fiscal Year 2001/02 Expenditures	Check Number	Date	Amount
Purchase Facility			\$10,000,354.00
HOK Design + Build Inc.	AJ 221255	10/25/2002	\$416,626.26
HOK Design + Build Inc.	321670	4/17/2002	\$67,470.89
Los Angeles Dodgers	321700	4/17/2002	\$235,394.77
HOK Design + Build Inc.	323032	5/8/2002	\$111,072.78
HOK Design + Build Inc.	324746	6/4/2002	\$55,662.49
Detail Turf Incorporated	325886	6/24/2002	\$16,475.80
HOK Design + Build Inc.	325948	6/26/2002	\$75,420.85
HOK Design + Build Inc.	328309	8/6/2002	\$132,784.86
HOK Design + Build Inc.	329503	8/26/2002	\$544,108.75
HOK Design + Build Inc.	331733	10/9/2002	\$517,491.49

<b>Total - FY 2001/02 Expenditures:</b>	<b>\$12,172,862.94</b>
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Fiscal Year 2002/03 Expenditures	Check Number	Date	Amount
HOK Design + Build Inc.	103304	12/5/2002	\$524,609.91
HOK Design + Build Inc.	105252	1/9/2003	\$758,659.88
HOK Design + Build Inc.	106989	2/6/2003	\$616,949.24
Los Angeles Dodgers	107435	2/13/2003	\$340,408.26
HOK Design + Build Inc.	109102	3/13/2003	\$736,603.59
HOK Design + Build Inc.	111843	4/24/2003	\$88,005.73
Los Angeles Dodgers	112274	5/1/2003	\$525,572.85
Los Angeles Dodgers	114042	5/29/2003	\$330,682.19
HOK Design + Build Inc.	116092	7/2/2003	\$99,041.36
Los Angeles Dodgers	116597	7/10/2003	\$95,278.59
Los Angeles Dodgers	118764	8/14/2003	\$14,933.54

<b>Total - FY 2002/03 Expenditures:</b>	<b>\$4,130,745.14</b>
---	-----------------------

Fiscal Year 2003/04 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	128156	1/21/2004	\$11,363.08
Los Angeles Dodgers	130555	3/4/2004	\$49,761.72
Los Angeles Dodgers	133803	4/19/2004	\$6,109.69
Los Angeles Dodgers	133803	4/19/2004	\$5,381.91
Los Angeles Dodgers	137108	6/17/2004	\$19,351.34
Los Angeles Dodgers	137463	6/23/2004	\$1,905.80
Los Angeles Dodgers	138717	7/14/2004	\$13,986.81
Los Angeles Dodgers	140973	8/18/2004	\$9,055.00
Los Angeles Dodgers	144681	10/28/2004	\$4,483.39

<b>Total- FY2003/04 Expenditures</b>	<b>\$121,398.74</b>
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7/26/2018

Fiscal Year 2004/05 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	155656	5/11/2005	\$42,575.30
PY Expense		9/30/2005	\$48,297.84
PY Expense		9/30/2005	\$7,405.76
<b>Total- FY2004/05 Expenditures</b>			<b>\$98,278.90</b>

Fiscal Year 2005/06 Expenditures	Check Number	Date	Amount
Los Angeles Dodgers	168697	12/22/2005	\$40,789.22
Los Angeles Dodgers	169752	1/11/2006	\$5,038.89
Los Angeles Dodgers	171102	2/9/2006	\$40,403.33
Los Angeles Dodgers	174131	3/30/2006	\$54,079.26
Los Angeles Dodgers	174949	4/13/2006	\$135,893.06
Los Angeles Dodgers	176989	5/18/2006	\$41,033.23
Los Angeles Dodgers	179773	7/13/2006	\$1,072.43
Los Angeles Dodgers	179773	7/13/2006	\$69,003.94
Los Angeles Dodgers	181032	8/3/2006	\$4,890.59
Los Angeles Dodgers	184076	9/28/2006	\$28,222.24
Los Angeles Dodgers	184780	10/12/2006	\$64,990.64
<b>Total- FY2005/06 Expenditures</b>			<b>\$485,416.83</b>

<b>Grand Total-Expenditures</b>			<b>\$17,008,702.55</b>
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**Dodgertown/ Vero Beach Sports Village Total Committed County**

From Inception (2001) through July 31, 2018

	State Funding	Local Funding	Total Expended @ 7/31/18
<b>Dodger Agreement Costs</b>			
Original Acquisition of Land and Facilities <sup>(1)</sup>	\$6,900,000	\$3,100,000	\$10,000,000
Capital Improvement Funds <sup>(1)</sup>	\$0	\$7,000,000	\$7,000,000
<b>Total Acquisition Costs</b>	<b>\$6,900,000</b>	<b>\$10,100,000</b>	<b>\$17,000,000</b>
Capital Reserve Account <sup>(2)</sup>	\$0	\$2,000,000	\$2,000,000
	\$0	\$1,064,994	\$1,064,994
<b>Total Costs - Dodger Agreement</b>	<b>\$6,900,000</b>	<b>\$13,164,994</b>	<b>\$20,064,994</b>
<b>MiLB Agreement Costs</b>			
Facility rebranding	\$0	\$100,000	\$100,000
Tourism promotion <sup>(3)</sup>	\$0	\$494,663	\$494,663
Operating reimbursement for May 2009 - Dec. 2009	\$0	\$741,935	\$741,935
Field lighting - 2 fields to AAA standard	\$0	\$693,724	\$693,724
Build four-field cloverleaf youth-dimensioned fields	\$0	\$2,407,395	\$2,407,395
Build one soccer field on property ( included above)	\$0	\$0	\$0
Convert 2 half-fields to youth dimensioned fields	\$0	\$0	\$0
Renovation of 66 hotel rooms	\$0	\$661,102	\$661,102
<b>Total Costs - MiLB Agreement</b>	<b>\$0</b>	<b>\$5,098,819</b>	<b>\$5,098,819</b>
<b>County Operating Costs</b>			
Operating expenses from January 2009 - May 2009	\$0	\$203,707	\$203,707
<b>Total All Costs - Dodgertown/VBSV</b>	<b>\$6,900,000</b>	<b>\$18,467,520</b>	<b>\$25,367,520</b>

(1) Original Acquisition and capital improvements costs totaling \$17 million were funded through the Series 2001 - Spring Training Facility Bonds. These bonds are secured by a portion of Half-Cent Sales Tax, the Fourth Cent Local Option Sales Tax, and State funds of \$500,000 per year for a 30-year period. Based on the portion of debt supported by the annual contribution from the State, approximately \$6.9 million of the initial acquisition and construction costs were funded by the State funds.

(2) The Capital Reserve Account was jointly funded by the City and the County for the acquisition from the Dodgers in 2001. The City contributed \$1.4 million and the County contributed \$600,000 to this fund. A \$2 million Capital Reserve Account was approved at the inception of the agreement with MiLB as well. The balance of this account was expended in April 2014.

(2a) Beginning with the first renewal term of the Capital Reserve Agreement, the County shall deposit \$250,000 per Lease Year into the Capital Reserve Account as a means of supplementing the Capital Reserve Account balance.

(3) The agreement with MiLB includes funding for tourism promotion. Funding for each year of the agreement is as follows; \$50,000 first year, \$55,000 second year, \$60,500 third year, \$66,550 fourth year, and \$75,000 fifth year and each subsequent lease year during any renewal term.

Draft

NEW ISSUE - BOOK-ENTRY ONLY

Ratings: Standard & Poor's: AAA  
 Fitch: AAA  
 (Financial Guaranty Insured)  
 See "RATINGS" herein

In the opinion of Bond Counsel, assuming continuing compliance by the County with certain covenants to comply with provisions of the Internal Revenue Code of 1986, as amended, interest on the Series 2001 Bonds is excluded from gross income for purposes of federal income taxation and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under existing statutes, regulations and judicial decisions; although it should be noted that in the case of corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for purposes of such alternative minimum tax. Furthermore, in the opinion of Bond Counsel, the Series 2001 Bonds and the income therefrom are exempt from taxation under the laws of the State of Florida, except as to Florida estate taxes imposed by Chapter 198, Florida Statutes, as amended and net income and franchise taxes imposed by Chapter 220, Florida Statutes, as amended. See "TAX EXEMPTION" herein for further information.

\$16,810,000  
 INDIAN RIVER COUNTY, FLORIDA  
 Revenue Bonds  
 (Spring Training Facility)  
 Series 2001

Dated: August 1, 2001

Due: April 1, as shown below

Indian River County, Florida (the "County") is issuing its Revenue Bonds (Spring Training Facility), Series 2001 (the "Series 2001 Bonds"), in fully registered form in denominations of \$5,000 principal amount or any integral multiples thereof. Interest on the Series 2001 Bonds is payable on April 1, 2002 and semiannually thereafter on each April 1 and October 1, by check or draft of First Union National Bank, Miami, Florida, the Bond Registrar and Paying Agent, made out and mailed to each registered owner thereof at the address as it appears on the registration books kept by the Bond Registrar on the 15th day of the month preceding the applicable interest payment date. Principal of the Series 2001 Bonds and any redemption premium will be payable upon presentation and surrender of the Series 2001 Bonds, when due, at the principal corporate trust office of the Paying Agent. The Series 2001 Bonds are subject to optional and mandatory redemption prior to maturity, as provided herein.

The Series 2001 Bonds are being issued by the County to provide funds, together with other available funds, to (i) finance a portion of the cost of the acquisition, construction, rehabilitation and equipping of a spring training facility known as "Dodgerstown"; (ii) pay a premium for a municipal bond insurance policy and a debt service reserve account security bond, and (iii) pay certain costs and expenses incurred in connection with the issuance of the Series 2001 Bonds, all as more particularly described herein.

The Series 2001 Bonds are special, limited obligations of the County, payable solely from and secured by a lien upon and pledge of the Pledged Revenues, in the manner provided in the Resolution. The Series 2001 Bonds do not constitute a general indebtedness of the County within the meaning of any constitutional, statutory or charter provision or limitation, and no Bondholder shall ever have the right to require or compel the exercise of the ad valorem taxing power of the County or taxation of any real or personal property therein for the payment of the principal of and interest on the Series 2001 Bonds or the making of any Debt Service Fund, reserve or other payments provided for in the Resolution.

Payment of the principal of and interest on the Series 2001 Bonds, when due, will be insured by a Municipal Bond New Issue Insurance Policy to be issued by Financial Guaranty Insurance Company simultaneously with the delivery of the Series 2001 Bonds. For a discussion of the terms and provisions of such policy, including the limitations thereof, see "MUNICIPAL BOND INSURANCE" herein.



FGIC is a registered service mark used by Financial Guaranty Insurance Company, a private company not affiliated with any U.S. Government agency.

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS  
 \$ Social Bonds

Maturity	Amount	Interest Rate	Yield	Maturity	Amount	Interest Rate	Yield
April 1, 2002	\$360,000	3.50%	2.65%	2008	\$545,000	3.80%	3.88%
2003	460,000	3.50	3.00	2009	560,000	4.00	4.02
2004	475,000	3.50	3.13	2010	585,000	4.00	4.14
2005	490,000	3.30	3.33	2011	605,000	4.20	4.24
2006	505,000	3.40	3.51	2012	630,000	4.30	4.37
2007	520,000	3.60	3.70	2013	655,000	4.40	4.48

\$1,410,000 5.25% Term Bonds Due April 1, 2015 Yield: 4.65%  
 \$1,555,000 5.25% Term Bonds Due April 1, 2017 Yield: 4.80%  
 \$3,640,000 5.25% Term Bonds Due April 1, 2021 Yield: 4.95%  
 \$2,085,000 5.00% Term Bonds Due April 1, 2027 Yield: 5.09%  
 \$1,730,000 5.00% Term Bonds Due April 1, 2031 Yield: 5.12%

This cover contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2001 Bonds are offered when, as and if issued and received by the Underwriters, subject to the approval of legality by Bryant Miller and Olive, P.A., Tallahassee, Florida, Bond Counsel to the County. Certain legal matters will be passed upon for the County by Paul G. Banged, Esquire, County Attorney, and by its Disclosure Counsel, Nabors, Giblin & Mickerson, P.A., Tampa, Florida. It is expected that the Series 2001 Bonds will be available for delivery in New York, New York, in definitive form on or about August 29, 2001.

WILLIAM R. HOUGH & CO.

Hanifen, Imhoff  
 Division of Stifel, Nicolaus  
 & Company, Incorporated

MEMORANDUM OF UNDERSTANDING

THIS Memorandum of Understanding, dated as of July 24, 2000, shall be effective as of the last signature date hereof, by and among Indian River County, Florida, a political subdivision of the State of Florida (the "County"), the City of Vero Beach, Florida, a municipal corporation (the "City"), Los Angeles Dodgers, Inc., a Delaware corporation, and Fox Baseball Holdings Incorporated, a Delaware corporation, the owner of record of the Land (collectively, the "Dodgers") and de Guardiola Development, Inc., a Florida corporation (the "Developer").

WITNESSETH

WHEREAS, Dodgers own and control the land consisting of approximately 64.03 acres described in Exhibit "A" hereto (the "Land"); and

WHEREAS, for over fifty years, the Dodgers have owned and operated the spring training and conference facility known as "Dodgertown," which is located on the Land and is comprised of Holman Stadium, an eighty-nine (89) unit hotel facility, a conference center with meeting and dining rooms, a clubhouse and weight room, in-door batting and pitching cages, four (4) full baseball practice fields, and two (2) half baseball practice fields (collectively, the "Existing Facilities"); and

WHEREAS, the Dodgers desire to sell the Land and Existing Facilities to the County, and, in conjunction with the Developer, to develop other land owned by the Dodgers within the municipal limits of the City into a mixed use town concept which will reflect the ambiance and tradition of Dodgertown; and

WHEREAS, the County intends to finance its obligations under the Real Estate Contract (as defined in Section 1(A), below) and the Development Agreement (as defined in Section 2(A), below), in part, by means of one or more series of revenue bonds to be issued by the County (the "Bonds"); and

WHEREAS, the parties now desire to identify the general terms and conditions pursuant to which they shall negotiate in good faith to draft and execute the various agreements whereby (1) the County shall acquire the Land and Existing Facilities from the Dodgers, (2) the County shall lease the acquired Land and Existing Facilities to the Dodgers, and (3) the Dodgers shall, on behalf of the County and at the County's cost and expense (as described in Section 3(B), below), improve and/or repair the Existing Facilities and/or replace the Existing Facilities with new improvements (the "Improvements").

NOW THEREFORE, the parties hereto agree as follows:

IN THE RECORDS OF  
JED REY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

1296201

01 AUG 29 '01 12:23

Prepared By:  
Santiago Fernandez, Esq.  
Senior Vice President & General Counsel  
Los Angeles Dodgers, Inc.  
1000 Elysian Park Avenue  
Los Angeles, California 90012

Record and Return to:  
Robert C. Reid, Esq.  
Bryant, Miller & Olive, P.A.  
201 South Monroe Street, Suite 500  
Tallahassee, Florida 32301

COPY

FACILITY LEASE AGREEMENT

This FACILITY LEASE AGREEMENT ("Agreement") is made as of this 1st day of September, 2000, by and between Indian River County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), and Los Angeles Dodgers, Inc., a Delaware corporation (hereinafter referred to as the "Dodgers").

COPY

RECITALS

A. WHEREAS, the Dodgers own and operate the Major League Baseball team known as the "Los Angeles Dodgers" (the "Team"); and

B. WHEREAS, since 1949, the Dodgers have conducted the Team's spring training operations and played their spring training home games at the facility located in Vero Beach, Florida, and known generally as "Dodgertown" (the "Facility"); and

C. WHEREAS, the County and the City of Vero Beach recognize that the benefits to the local community of having the Team conduct its spring training operations at the Facility are unique and diverse, and include, but are not limited to, entertainment for the community, the creation of new jobs and increased employment opportunities, increased tourist trade and promotional opportunities, direct and indirect tax revenues, and the enhancement of the community's image; and

D. WHEREAS, because of the aforementioned benefits to the community, the County purchased the Facility pursuant to the Agreement for Sale and Purchase dated September 1, 2000, between the Dodgers and the County, and will incur the debt service specified in this Agreement to fund the Improvements contemplated herein and in the Development Agreement, which Improvements are specifically designed to accommodate the Team's spring training needs; and

081426PG0567

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

2157035  
THIS DOCUMENT HAS BEEN  
RECORDED IN THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY FL  
BK: 2517 PG:588, Page 1 of 8  
08/11/2011 at 02:55 PM,

JEFFREY K BARTON, CLERK OF  
COURT

## FIRST AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIRST AMENDMENT is made and entered into as of the 1st day of June, 2011 to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Agreement").

WHEREAS, as of May 1, 2009, County and MiLB entered into the Agreement whereby County leased to MiLB the Land, the Facility and the FF&E, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, based upon further negotiations between the parties and with the City of Vero Beach, Florida ("COVB"), the parties desire to amend the Agreement with respect to the Land, the Parking Lease and the Parking Property, the Improvements, and other related matters.

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Definitions. Except as set forth herein, all capitalized terms herein shall have the same meaning as set forth in the Agreement.
3. Land. The definition of "Land" as set forth in section 1.02(q) is hereby amended, as follows: (a) the real property described on Exhibit A attached hereto is added to the definition of "Land" and is therefore subject to all terms and conditions of the Agreement, and (b) the real property described on Exhibit B attached hereto is removed from the definition of "Land" and is therefore no longer subject to the terms and conditions of the Agreement.
4. MiLB Events. All references in the Agreement to "Dodgers Events" are hereby changed to "Dodgertown Events," and new section 1.02(bb) is added as follows: "Dodgertown Events" shall mean any and all events and activities held on the premises of the Land and Facility including, without limitation, sports and non-sports related events and activities, meetings and conferences, whether such events and activities are conducted by County, MiLB or any third party using all or a portion of the Land and Facility with the consent of County or MiLB.



Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

## SECOND AMENDMENT TO FACILITY LEASE AGREEMENT

THIS SECOND AMENDMENT TO FACILITY LEASE AGREEMENT ("Second Amendment") is made and entered into as of the 1st day of January 2012, to that certain Facility Lease Agreement by and between Indian River County, a political subdivision of the State of Florida ("County") and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), dated as of May 1, 2009 ("Facility Lease Agreement"), as amended by that certain First Amendment to Facility Lease Agreement, dated as of June 1, 2011 ("First Amendment") (the Facility Lease Agreement, First Amendment and this Second Amendment are collectively "Amended Facility Lease Agreement"). This Second Amendment is entered into by and among County, MiLB, Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown"), and National Association of Professional Baseball Leagues, Inc., a Florida non-profit corporation ("NAPBL").

WHEREAS, on or about May 1, 2009, County and MiLB entered into the Facility Lease Agreement whereby County leased to MiLB the Land, the Facility and the FF&B, and transferred to MiLB the exclusive right and obligation to use, manage, operate and maintain the Facility for the term set forth therein; and

WHEREAS, on or about June 1, 2011, County and MiLB entered into the First Amendment addressing a land swap with the City of Vero Beach and certain improvements to the Facility; and

WHEREAS, MiLB wishes to assign the Amended Facility Lease Agreement to Verotown, and County and NAPBL are amenable to such assignment; and

WHEREAS, County, MiLB and Verotown wish to make minor amendments to the Amended Facility Lease Agreement, as set forth herein,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.

3120130050483  
RECORDED IN THE PUBLIC RECORDS OF  
JEFFREY R SMITH, CLERK OF COURT  
INDIAN RIVER COUNTY FL  
BK: 2692 PG: 2376 Page 1 of 6 8/6/2013 8:27 AM

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

### THIRD AMENDMENT TO FACILITY LEASE AGREEMENT

THIS THIRD AMENDMENT is entered into as of this 16<sup>th</sup> day of July, 2013, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 30, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, pursuant to section 2.03 of the Original Lease as amended by the First Amendment and the Second Amendment, Verotown has an option to renew the lease for a renewal term of five years, commencing on May 1, 2014 and ending on April 30, 2019 ("Renewal Term"), which option Verotown desires to exercise in accordance with the terms of this Third Amendment to Facility Lease Agreement ("Third Amendment") (the Original Lease, First Amendment, Second Amendment and Third Amendment are collectively referred to as the "Facility Lease Agreement"); and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased direct and indirect tax revenues, private sector payment of substantial maintenance and operation expenses which would otherwise burden local taxpayers, and other such benefits,

NOW THEREFORE, in consideration of the mutual undertakings herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree, as follows:

8.D.

2014-008

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

#### FOURTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FOURTH AMENDMENT is entered into as of this 21 day of January, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, In compliance with the Third Amendment, the County publically bid the room renovations and the lowest, most responsive bidder's cost for the job (including County purchased items to save sale tax) was approximately \$634,000 or \$34,000 over the allotted amount; and

WHEREAS, the County has agreed to increase its payment from \$600,000 to \$634,000 to renovate the hotel homes in order to comply with the terms of the Third Amendment; and

WHEREAS, the Parties wish to amend Section 5 of the Third Amendment to state that the County is responsible for renovating 66 hotel rooms in an amount not to exceed \$634,000, and Verotown is amenable to this amendment; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased

Prepared by, record and return to:  
Office of the County Attorney  
1801 27<sup>th</sup> St., Vero Beach, FL 32960  
Telephone: 772.226.1424

8.F.  
2014-033

## FIFTH AMENDMENT TO FACILITY LEASE AGREEMENT

THIS FIFTH AMENDMENT is entered into as of this 1st day of April, 2014, by and between Indian River County, a political subdivision of the State of Florida ("County") and Verotown, LLC, a Delaware limited liability company authorized to do business in the State of Florida ("Verotown").

WHEREAS, on or about May 1, 2009, the County and MiLB Vero Beach, LLC, a Florida limited liability company ("MiLB"), entered into the Facility Lease Agreement in which the County leased the Facility to MiLB, and granted to MiLB certain management rights with respect to the Facility, for a term of five years ending April 1, 2014 ("Original Lease"); and

WHEREAS, on or about June 1, 2011, the County and MiLB entered into the First Amendment to Facility Lease Agreement ("First Amendment"); and

WHEREAS, on or about January 1, 2012, the County, MiLB and Verotown, entered into the Second Amendment to Facility Lease Agreement, in which, among other things, the rights and obligations of MiLB under the Original Lease and the First Amendment were assigned to Verotown ("Second Amendment"); and

WHEREAS, on or about July 16, 2013, the County and Verotown ("the Parties") entered into the Third Amendment to Facility Lease Agreement, ("Third Amendment") in which, among other things, Verotown exercised its right to renew the lease for an additional five years, and the County agreed to pay for or reimburse Verotown for the actual costs of renovating 67 hotel rooms in an amount not to exceed \$600,000; and

WHEREAS, on or about March 10, 2014, the Parties entered into the Fourth Amendment to Facility Lease Agreement ("Fourth Amendment") in which, among other things, the Parties amended the number of hotel rooms that need to be renovated from 67 to 66 and the County agreed to increase its budget for the referenced renovations from \$600,000 to \$634,000; and

WHEREAS, the County wishes to amend Section 5 of the Fourth Amendment both to increase its budget for renovating the remaining 66 hotel rooms from \$634,000 to \$670,245.22, and to reserve the right to increase and/or decrease its budget by a total \$50,000 in the future for the referenced renovations using change orders approved by the Indian River Board of County Commissioners; and

WHEREAS, the County and Verotown reaffirm their desire to preserve the rich traditions and history of "Dodgertown" and the Facility, and recognize that the benefits to the local community of continuing baseball, athletic, conference and other activities at the Facility are unique and diverse, and include, without limitation, increased economic activity and employment opportunities, increased tourist trade and promotional opportunities, increased

STATE OF FLORIDA

## Office of the Governor

THE CAPITOL  
TALLAHASSEE, FLORIDA 32399-0001www.flgov.com  
850-488-7146  
850-487-0801 fax

January 1, 2001

JEB BUSH  
GOVERNOR

Ms. Fran B. Adams  
 Chairman, Board of County Commissioners  
 Indian River County  
 1840 25<sup>th</sup> Street  
 Vero Beach, FL 32960

Dear Ms. Adams:

It is my pleasure to inform you that Indian River County has been approved by the Office of Tourism, Trade, and Economic Development (OTTED) for certification as a Facility for a Retained Spring Training Franchise in accordance with Section 288.1162, Florida Statutes.

We received a total of seven applications, each thoroughly evaluated by an OTTED-led review panel. From this evaluation, five applications, to include that submitted by your community, were approved for certification. On whole, I am told the panel was quite impressed with the quality and comprehensiveness of all of the applications submitted for consideration.

Please find enclosed an official certification. This letter, along with the signed certification, serves as notice that Indian River County is hereby certified as a Facility for a Retained Spring Training Franchise and, thus, eligible to receive specified funds pursuant to Section 212.20, Florida Statutes.

If you have any questions regarding this certification, please feel free to contact Ms. Jean Hartman, Senior Attorney for OTTED at (850) 487-2568, or Mr. Marshall Stranburg, Chief Assistant General Counsel, General Tax Administration within the Florida Department of Revenue at (850) 488-0712.

I offer you my sincere congratulations on this certification, and wish you much continued success on your spring training endeavors.

Sincerely,

 A handwritten signature in black ink, appearing to read "Pamela J. Dana".
 

Pamela J. Dana  
 Director

Office of Tourism, Trade, and Economic Development

cc: Jean Hartman, Senior Attorney  
 Larry Pendleton, President, Florida Sports Foundation  
 Marshall Stranburg, Chief Assistant General Counsel, Department of Revenue

 A logo consisting of a stylized figure with arms raised, next to the text "Governor's Mentoring Initiative" and the slogan "BE A MENTOR. BE A BIG HELP."
 

Governor's Mentoring Initiative  
 BE A MENTOR. BE A BIG HELP.



## CERTIFICATION

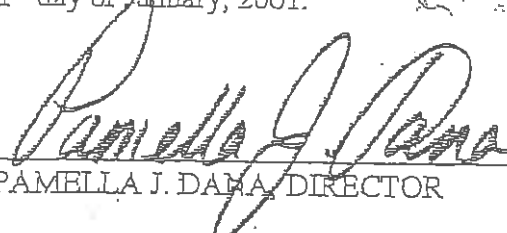
WHEREAS, the Office of Tourism, Trade, and Economic Development is authorized pursuant to Section 288.1162, Florida Statutes, to certify applicants as a Facility for a Retained Spring Training Franchise; and

WHEREAS, the Office of Tourism, Trade, and Economic Development has received and reviewed the application from Indian River County; and

WHEREAS, the Office of Tourism, Trade, and Economic Development has evaluated the application, and has found that the application complies with the requirements of Section 288.1162, Florida Statutes, and that the applicant should be certified.

NOW, THEREFORE, I, Pamella Dana, as Director of the Office of Tourism, Trade, and Economic Development, by virtue of the authority vested in me by the State of Florida, do hereby certify Indian River County as a Facility for a Retained Spring Training Franchise, effective immediately, pursuant to Section 288.1162, Florida Statutes.

IN TESTIMONY WHEREOF, I have hereunder set my hand to be affixed at Tallahassee, 2001 The Capitol, on the 1<sup>st</sup> day of January, 2001.

  
PAMELLA J. DANA, DIRECTOR



## Event Economic Impact Report

**Event Name** Historic Dodgertown Spring Training Combined  
**Event Date** January 15, 2018 - April 30, 2018

Estimates for average daily spending are provided by the Florida Sports Foundation.

**Total Expected Adult Participants:**

**Overnight** 1,062 **Total Expected Youth Participants: Overnight** 2,574  
**Total Expected Adult Spectators:**  
**Overnight** 1,887 **Total Expected Youth Spectators: Overnight** 973

	Number		Avg. # Nights in Hotel		Avg. Spending		Economic Impact	
Adult Participants	1,062	X	6	X	\$155.90	=	\$ 993,394.80	
Adult Spectators	1,887	X	6	X	\$155.90	=	\$ 1,765,099.80	
Youth Participants	2,574	X	6	X	\$77.95	=	\$ 1,203,859.80	
Youth Spectators	973	X	6	X	\$77.95	=	\$ 455,072.10	
<b>Projected Economic Impact</b>								<b>\$ 4,417,426.50</b>

**Total Expected Adult Participants:**

**Local/Drive-in** 0 **Total Expected Youth Participants: Local/Drive-in** 0  
**Total Expected Adult Spectators: Local/Drive-in** 0 **Total Expected Youth Spectators: Local/Drive-in** 0

	Number		Avg. # Days Participating		Avg. Spending		Economic Impact	
Adult Participants	0	X	6	X	\$125.00	=	\$ -	
Adult Spectators	0	X	6	X	\$125.00	=	\$ -	
Youth Participants	0	X	6	X	\$63.00	=	\$ -	
Youth Spectators	0	X	6	X	\$63.00	=	\$ -	
<b>Projected Economic Impact</b>								<b>\$ -</b>

**Total Direct Economic Impact** \$ 4,417,426.50  
**Total Output Impact** \$ 7,642,147.85

**Total Room Nights** 12,904 **IRC** 12,869 **MC**                      **SLC** 35  
**Total No. of Teams** 143  
**Total Participants** 6496 **Total Athletes & Coaches** 3636

Grant Requested	\$20,000
Grant Awarded	
Approved	

[For Internal Use Only]



### **Economic Impact and Facts on Historic Dodgertown**

Historic Dodgertown (HDT) is a multi-sport, full service, venue for all ages across the globe generating thousands of hotel room nights and millions of dollars in economic impact for Indian River County. Over two months annually, 140 plus teams with an average length of stay of 6 nights, converge on HDT to participate in its Spring Training for Colleges and High Schools. This program alone tracked 12,904 room nights with an economic impact of \$4,417,426.50 (economic impact report attached). Some additional HDT facts and hosted events are below.

- HDT hosts several national and international organizations competing in a variety of sports.
- HDT hosts the Korean Professional Baseball Team (sixth consecutive year).
- Over a span of 6 weeks annually, Minor League Baseball (MiLB) host its Umpire Training Academy at HDT. This academy generates 3,310 trackable room nights.
- HDT partners with Major League Baseball (MLB) to provide the Elite Developmental Invitational (18 days in length). This invitational brings underprivileged kids to HDT for a chance to collaborate and learn from MLB Players and Executives.
- HDT plays host to two Canadian Football League Teams for Mini-Camp.



# **TREASURE COAST**

## **SPORTS COMMISSION**

- **HDT hosted the inaugural season for Your Call Football, spanning over six weeks generating 2,900 room nights.**
- **HDT is the training location for the Beijing Eagles, China National Softball program. Spanning over 20 weeks, they train and stay at HDT, generating over 4,100 room nights.**
- **HDT is a State of Florida Heritage Landmark.**
- **Yearly, HDT hosts the Jackie Robinson Celebration Game for the Florida State League with an average attendance of 6,000 fans.**
- **HDT hosts over 3,000 games/practice on a yearly basis.**
- **HDT employs 27 full-time and 90 part-time staff members totaling an annual gross payroll of \$1,813,308.**

Study of Tourist Behaviors and  
Economic Impact of Tourism  
in Indian River County

*Prepared for*  
Indian River County Chamber of Commerce

*Prepared by*  
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## Introduction

The following objectives set the parameters for this study:

### Primary Objectives

- Objective 1: To determine the overall impact of tourism in Indian River County during three seasons (Winter, Spring and Summer).
- Objective 2: To assess current county tourism characteristics during three seasons and provide recommendations for the future based on demographic and travel-related trends.
- Objective 3: To assess tourists' satisfaction levels with Indian River County at different times throughout the year.

### Secondary Objective

- Objective 1: To assess different market segments based on trip purpose and provide recommendations for the future based on these findings and travel trends.

### Methods for Collecting Data

The respondents included tourists who visited one of thirteen sites in Indian River County. Surveying began on January 15, 2001 and continued until October 1, 2001. During the research phase, each of the sites were visited at least twice. Contact with visitors was made by independent interviewers hired by PMR, Inc., Gainesville, FL.

Interviewers worked in either teams of two or as an individual. They were instructed to approach every fifth person, alternating males and females. A quota was established for each site and season. Quotas ranged from 15 to 50 completed surveys. Business and leisure visitors who traveled from outside the county were included in the sample. The intercept interview was an eight page questionnaire that was administered through a personal interview.

A map of the county was provided ensuring accuracy of respondents answers regarding spending in the area.

Six-hundred surveys were completed.

## Executive Summary

1. The most frequently used accommodations were commercial accommodations (59%) and staying with friends or relatives (25%). Within commercial accommodations, mobile homes and campgrounds accounted for about 4% of the accommodations used by visitors.
2. Approximately 80% of the visitors were repeat visitors to Indian River County.
3. Approximately 60% of the visitors visited Indian River County 1 to 4 times in the previous 12 months.
4. Primary destinations for these travelers were a local resort or inn (20%), Prime Outlet (15%), festivals/events (12%), the beach (11%), the Dodger's (10%), Sebastian Inlet (8%) and visiting friend's or relative's home (7%); all other destinations accounted for less than 6% each.
5. Primary reasons for visiting the county were: the beach/outdoor recreation (25%), visiting friends or relatives (23%), festivals/events (14%), shopping (11%), business trip (5%) and Dodger's game (5%).
6. Activities included: visiting the beach (69%), shopping (53%), attending a festival (30%), visiting a community or city park (28%), swimming in a pool (26%), and attending a Dodger's game (20%).
7. The highest rated satisfaction factors were: friendliness of the people with a 95% satisfaction rating, quality of the beaches with a 95% satisfaction rating, good overall value for money spent with a 93% satisfaction rating, variety of things to do with an 84% satisfaction rating, quality of lodging with a 82% satisfaction rating, and quality of restaurants with a 82% satisfaction rating. There were no activities with a greater than 13% dissatisfaction rating.
8. The return potential was high with 80% of the visitors indicating that it was very likely that they would return and 18% saying it was somewhat likely. Only about 1% said it was unlikely that they would return.
9. The characteristics most agreed with about Indian River county were that the county has: good climate and weather, relaxing atmosphere, attractive scenery, beautiful greenery and parks, accessible roads to attractions, good sporting events, good shopping centers and facilities, restaurants, festivals/events and a good variety of accommodations and recreational activities.
10. Most visitors to Indian River County were from other counties in Florida rather than from out of state.
11. The "typical" visitor to Indian River County had incomes over \$50,000 annually, had a bachelors degree or higher as an educational background and were employed full time (60%) or retired (30%). The sampled visitors were about equally female and male, about half were under 50 years of age and about 70% had no dependent children living at home.
12. Slightly more than half (57%) of the sampled visitors were traveling in groups of two, 16% were solo travelers, about 6% in groups of 6 or more and 21% in groups from 3 to 5.
13. About 37% were day visitors, 25% were 1 or two night visitors, 22% spent 4-7 nights and 15% stayed more than 7 nights. The median stay was 4 nights and the most frequent stay was as a day visitor or, for overnighters, two nights.

## Conclusions

There are a few main conclusions that have come out of this study. They will be presented in the following areas:

- Primary market segment(s)
- Economic impact

### Primary Market Segments

#### *Primary Purpose of Trip*

1. Visiting Friends and Relatives (VFR) are the first largest market segment, they spend the most (\$539.05/trip) and participate in the most amount of activities in the county (average 4.3 activities). Half of the VFR segment stay in private residences, while half stay in commercial accommodations. VFRs are most likely to be first time visitors and are highly satisfied with tourism opportunities in the county
2. Outdoor recreationists are the second largest market segment, but spend the third greatest amount of money (\$277.10) and they participate in an average of 3.6 activities each trip. They tend to stay in commercial accommodations. Typically, they are younger, employed full time and usually Florida residents.
3. Festival and event visitors are the third largest segment, they spend \$276.73 per trip and come to Indian River County an average of 19 times each year. Typically, they are in-state residents, spend moderate amounts of money and stay in commercial accommodations one third of the time. They also stay in condos or apartments more frequently than other segments.
4. Beach visitors are the fourth largest segment but they spend the second largest amount of money, they tend to stay in resorts for approximately one week, are middle income families from both Florida and out-of-state and participate in the second greatest number of activities while in the community.
5. The shopping visitor is typically a Florida resident, who is loyal to the area (most frequent number of previous visits) stays in commercial accommodations, spends the least amount of money, participates in the fewest number of activities and has the lowest satisfaction scores.

#### *Day trippers vs. Overnighters*

1. Day trippers spend 1/5th the amount that overnight visitors do.
2. Day trippers come an average of 21 times a year and spend \$108 each time for a total of \$2,268.
3. Day trippers participate in half the activities in the county as that of overnight visitors.
4. Day trippers tend to be Florida residents and coming to the county to attend a festival or event or shopping.
5. Although day trippers do not contribute to the "bed tax" - they are still a substantial segment to tourism in IRC.

#### *Repeat Visitors vs. First timers*

1. Repeat visitors stay longer but spend less. They tend to be Florida residents, stay in commercial accommodations, stay short number of nights, and spend almost half as much as first timers. However, this segment also comes to the county approximately 13 times each year. Therefore, this is a substantial segment. Over a year they spend on average \$4,958.
2. First time visitors spend more money on a single trip although they stay a shorter amount of time and only visit once a year.

### *Florida Residents vs. Out-of-State residents*

1. Florida residents are the larger of the two markets, they tend to visit on average 19 times a year for attending festivals/events, shopping and outdoor recreation. They spend about 1/6th as much as out-of-state residents on each trip (\$191.67), but due to the frequency of travel to the county, their overall spending is much greater at \$3,641.67. Florida residents who visit Indian River County tend to be retired with high incomes.
2. Out-of-state residents are a slightly smaller market, yet they spend more money per trip than Florida residents (\$632.91). Although it is only once a year, it is still a substantial amount. This market tends to participate in more activities per trip and be more satisfied overall with their vacation.

### *Likely to Return vs. Unsure or Not Likely to Return Visitor*

1. Those who are highly likely to return are more likely to be Florida residents, participate in an average of 3.5 activities per trip, stay in a variety of commercial accommodations, visit purpose is to shop, participate in outdoor recreation and visit a festival or event. This market is somewhat older, with moderate income levels, and employed full time. This market visits the county an average of 13 times a year. They are extremely loyal visitors.
2. Those who indicated that they were unsure or not likely to return tended to be out-of-state visitors, typically employed full time or retired, with high income levels. They tend to spend similarly to those likely to return, but only come an average of three times a year. This market is slightly more satisfied with aspects of the county and tend to have come to the county to visit friends and relatives or go to the beach.

### **Economic Impact**

**Observation:** Local impact is enhanced by tourist's participation in more than just one primary attraction or event. Claims of high local impact are enhanced by evidence that tourists also attend attractions and events, stay in local hotels, and eat in local restaurants. The more events or attractions that the tourist participates in during their visit, the more economic impact they tend to have on the community.

1. Based on reported actual expenditures at the time the visitors were interviewed, and extrapolating to an estimated 554,000 visitors a year, it is estimated that about \$120 million of added value occurred to Indian River County, attributable to tourists. This accounts for an estimated 3,513 jobs.
2. Based on reported estimated expenditures that the visitors expected to spend on their trip, and extrapolating to an estimated 554,000 visitors a year, it is estimated that about \$154.4 million of added value occurred to Indian River county, attributable to tourists. This accounts for an estimated 4,540 jobs.

Table 1. Output, employment and value added impacts of tourism in Indian River County using actual and anticipated tourism expenditures, 2001:

Impact Measure:	Direct Impacts	Indirect Impacts	Induced Impacts	Total Impacts
	<u>Actual Tourism Expenditures</u>			
Output (\$1,000)	97,884.9	15,631.8	62,129.8	175,646.6
Employment (Jobs)	2,361	223	928	3,513
Value Added (\$1,000)	68,637.3	9,609.7	41,650.5	119,897.5
	<u>Anticipated Tourism Expenditures</u>			
Output (\$1,000)	125,522.7	20,298.3	80,239.9	226,060.9
Employment (Jobs)	3,058	283	1,199	4,540
Value Added (\$1,000)	88,161.7	12,449.5	53,809.3	154,420.5

### Recommendations

**Observation:** Indian River County has a large number of repeat visitors (~80%). This is a positive indicator since only those satisfied with a destination tend to return to it. It is usually much easier to get a visitor to come back, than it is to attract new visitor. Indian River County seems to have accomplished this loyalty challenge. A likely partial explanation for the tourist loyalty is the ~23% who are visiting friends or relatives and the perception of high quality outdoor areas (beaches, parks, the inlet, fishing areas, etc.) and attractive festivals/events.

1. While growth occurs in the repeat-visitor realm, it is also important to attract new visitors. From the feedback gleaned from this study, it appears that one opportunity exists to promote in the in-Florida market. We recommend a promotional campaign targeted to those markets located in the more congested, developed and generally less pristine counties of South Florida and perhaps from the cities of Brevard county to the north. The campaign could encourage the opportunity to escape to (Indian River County) a quieter, coastal scenic area where you can enjoy walking on the beach, fishing, swimming and relaxing. Concentrate on factors where previous visitors report high satisfaction and 98% say they are likely to return. Also highlight Indian River County as an attractive alternative for potential tourists who are from more congested areas.
2. Given the probability that new visitors introduced to Indian River County will return, incentives to "discover" the area should be offered. We recommend *packaged get-away weekends* combining accommodations and events such as Dodgers games or other sports events, fishing or shopping day itineraries; and "try retirement" for two or three days in Indian River County (since half the existing tourist market is 50+

years old) as another possible idea. We also recommend that the Chamber of Commerce continue to advertise in FLA-USA, Inc.'s promotional brochures. In addition, continued advertising in South Florida regional magazines or travel sections of newspapers with some of these promotional themes would continue to generate awareness of the area, and present alternatives for weekend, holiday weekend or week long regional travelers.

3. Given the scenic and somewhat unique natural appeal of Indian River County, and the high satisfaction scores attributed to outdoor water-based recreation assets, there is opportunity for partnerships with other agencies or organizations and/or government such as the Florida Park Service. We recommend combining activities such as "take a kid fishing" or "family fishing/birdwatching/beach-combing," with workshops or seminars on beach or inlet fishing techniques, and maritime equipment shows could attract interest from new visitors. Events like this could be scheduled during Dodger's spring training season when sports/outdoor writers could help attract new prospects.

It is important that new visitors know how to locate public beach access, boat ramps and parking areas. Good signage will facilitate this and proactively reduce frustration among coastal visitors.

Additional promotion and advertising to attract golfers and their companions might be effective. It is likely that the combination of attending festivals/events, fishing, golfing and perhaps a Dodger's game, would be a highly attractive package, either for specific tourists interested in all or part of a package that could appeal to multiple members of a travel party.

4. Examining the visitors who said they were unsure or not likely to return revealed a potential market segment to grow the numbers of younger visitors. This market complained that there were not enough sit-down restaurants, that the area was too quiet and that there were not enough activities or nightlife.



ATTACHMENT #6

RESOLUTION NO. 2009-072

A RESOLUTION OF INDIAN RIVER COUNTY, FLORIDA PROVIDING FOR THE APPROVAL OF THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FACILITY LEASE AGREEMENT, CAPITAL RESERVE ACCOUNT AGREEMENT, GUARANTY AGREEMENT, AND ESTOPPEL CERTIFICATE IN CONNECTION WITH THE LEASING OF CERTAIN REAL PROPERTY KNOWN AS DODGERTOWN; AUTHORIZING OTHER REQUIRED ACTIONS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF INDIAN RIVER COUNTY, FLORIDA:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Chapter 125, Florida Statutes, County Home Rule Ordinance No. 77-19, enacted August 3, 1977 and effective August 9, 1977, as amended, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that

A. The County is the owner of a retained spring training facility (the "Facility") commonly known as "Dodgertown", which Facility is not presently leased or operated by a major league baseball team.

B. The County is desirous of leasing the Facility to Minor League Baseball for operation by Minor League Baseball of the Facility for the promotion of baseball and non-baseball sporting events and sports related activities, promotion of playing baseball internationally, and holding meetings and conferences at the Facility.

C. Minor League Baseball will promote the Facility and Indian River County as a tourist destination as part of its national advertising and promotional activities, which advertising and promotion programs will constitute expenditures qualifying for the use of tourist development tax receipts levied by the County pursuant to Section 125.0405, Florida Statutes.

SECTION 3. APPROVAL OF THE FACILITY LEASE AGREEMENT. The Facility Lease Agreement in substantially the form attached hereto as Exhibit A is hereby approved and the Chairman or Vice-Chairman and the Clerk are hereby authorized and directed to execute and deliver the Facility Lease Agreement on behalf of and in the name of the County, with such additional changes, insertions and omissions therein as may be otherwise made and approved by

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
J.K. BARTON, CLERK

**Lee County  
(Minnesota Twins)**

# Section 1

## Most Recent Annual Audit

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The Comprehensive Annual Financial Report (CAFR) is the audited financial statements for Lee County, including Board of County Commissioners, Clerk of Courts, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector.

The hard-copy report submitted to the Florida Department of Economic Opportunity includes the full CAFR. For purposes of this digital transmission, we provide a link to the document [here](#).

# Comprehensive Annual Financial Report



Lee County, Florida

Fiscal Year Ended September 30, 2017



Lee County, Florida

# Comprehensive Annual Financial Report

For the  
Fiscal Year Ended September 30, 2017



Prepared by:  
General Accounting Office, Finance & Records Department

Clerk to Board of County Commissioners

Linda Doggett

Lee County, Florida  
PRINCIPAL OFFICIALS  
As of September 30, 2017

*Elected Officials*

Board of County Commissioners, Port Commissioners:

Commissioner, District 1 .....	John Manning	* **
Commissioner, District 2 .....	Cecil Pendergrass	
Commissioner, District 3 .....	Larry Kiker	
Commissioner, District 4 .....	Brian Hamman	
Commissioner, District 5 .....	Frank Mann	

*Appointed Officials*

County Manager .....	Roger Desjarlais
County Attorney .....	Richard Wm. Wesch
Executive Director, Port Authority .....	Jeff A. Mulder
Hearing Examiner(s) .....	Donna Marie Collins Laura Belflower

\* Chairman for Board of County Commissioners

\*\* Chairman for Board of Port Commissioners

Photographs provided by Ed Clement Photographic Services, Inc., Lee County Public Resources, Lee County Visitor & Convention Bureau, Lee County Port Authority, Lee County Water & Wastewater System, Lee County Solid Waste System, Lee County Transportation Facilities, and Lee County Transit.

Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Introductory Section*

	PAGE
Letter of Transmittal .....	2
Organizational Charts .....	9
Government Finance Officers Association Certificate of Achievement .....	11

*Financial Section*

Independent Auditors' Report .....	14
Management's Discussion and Analysis (unaudited) .....	17

*Basic Financial Statements*

Government-Wide Financial Statements

Statement of Net Position .....	30
Statement of Activities .....	33

Fund Financial Statements

Governmental Fund Financial Statements

Balance Sheet- Governmental Funds.....	34
Reconciliation of the Balance Sheet of Governmental Funds to the Statement of Net Position.....	35
Statement of Revenues, Expenditures, and Changes in Fund Balances- Governmental Funds.....	36
Reconciliation of the Statement of Revenues, Expenditures, and Changes in Fund Balances of Governmental Funds to the Statement of Activities.....	37
Statement of Revenues, Expenditures, and Changes in Fund Balance- Budget (Non-GAAP Budgetary Basis) and Actual- General Fund.....	38

Proprietary Fund Financial Statements

Statement of Net Position- Proprietary Funds .....	39
Statement of Revenues, Expenses, and Changes in Net Position- Proprietary Funds .....	42
Statement of Cash Flows- Proprietary Funds .....	44

Fiduciary Fund Statements

Statement of Fiduciary Net Position- Agency Funds .....	46
---	----

Notes to the Financial Statements .....	48
---	----

*Required Supplementary Information*

Other Postemployment Benefits Plans (unaudited) - Schedule of Total OPEB liability - Group Health Program for Lee County Plan and Lee County Sheriff Health Care Plan.....	98
Florida Retirement System Pension Plan - Schedule of the County's Proportionate Share of the Net Pension Liability and Schedule of the County Contributions.....	99
Retiree Health Insurance Subsidy Program - Schedule of the County's Proportionate Share of the Net Pension Liability and Schedule of the County Contributions.....	100



Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Supplemental Financial Information*

	PAGE
<b>General Fund Combining Schedules</b>	
Balance Sheet .....	104
Schedule of Revenues, Expenditures, and Changes in Fund Balances .....	106
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual.....	108
<b>Non-Major Governmental Funds Combining Statements and Schedules</b>	
Non-Major Governmental Fund Descriptions .....	112
Balance Sheet .....	115
Statement of Revenues, Expenditures, and Changes in Fund Balances .....	125
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual- Special Revenue Funds .....	135
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual- Debt Service Funds .....	142
Schedule of Revenues, Expenditures, and Changes in Fund Balances- Budget (Non-GAAP Budgetary Basis) and Actual- Capital Projects Funds .....	145
<b>Enterprise Funds Combining Schedule</b>	
Enterprise Fund Descriptions .....	150
Schedule of Revenues, Expenses, and Changes in Net Position- Budget (Non-GAAP Budgetary Basis) and Actual with Reconciliation to GAAP.....	151
<b>Internal Service Funds Combining Statements and Schedule</b>	
Internal Service Fund Descriptions .....	154
Statement of Net Position .....	155
Statement of Revenues, Expenses, and Changes in Net Position .....	157
Statement of Cash Flows .....	158
Schedule of Revenues, Expenses, and Changes in Net Position- Budget (Non-GAAP Budgetary Basis) and Actual with Reconciliation to GAAP.....	160
<b>Agency Funds Combining Statements</b>	
Agency Fund Descriptions .....	164
Statement of Fiduciary Net Position- Agency Funds.....	165
Statement of Changes in Assets and Liabilities- Agency Funds.....	168

Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Statistical Section*  
 (unaudited)

	PAGE
Statistical Section Descriptions .....	172
Schedule 1- Net Position.....	173
Schedule 2- Changes in Net Position.....	174
Schedule 3- Fund Balances of Governmental Funds.....	176
Schedule 4- Changes in Fund Balances of Governmental Funds.....	177
Schedule 5- Assessed Value and Estimated Actual Value of Taxable Property.....	178
Schedule 6- Property Tax Rates- Direct and Overlapping Governments.....	179
Schedule 7- Principal Property Taxpayers.....	180
Schedule 8- Property Tax Levies and Collections.....	181
Schedule 9- Ratio of Outstanding Debt by Type.....	182
Schedule 10- Pledged Revenue Bond Coverage.....	183
Schedule 11- Demographic and Economic Statistics.....	185
Schedule 12- Principal Employers.....	186
Schedule 13- Government Employees by Function/Program.....	187
Schedule 14- Operating Indicators by Function/Program.....	188
Schedule 15- Capital Asset Statistics by Function.....	189

*Other Supplemental Information*  
 (unaudited)

Tourist Development Tax Revenue Bonds- Historical Tourist Development Tax Revenues, Gross Revenues and State Funds and Pro Forma Debt Service Coverage .....	192
Tourist Development Tax Revenue Bonds- Statement of Historical Collections and Distributions of the General Sales and Use Tax.....	193
Non-Ad Valorem Revenue Bonds- Historical Major Sources of Non-Ad Valorem Revenues.....	194
Non-Ad Valorem Revenue Bonds- Statement of Revenues, Expenditures, and Changes in Fund Balances- Total Governmental Funds.....	195
Local Option Gas Tax Bonds- Gas Tax Revenues and Number of Taxable Gallons Sold, Five Cent Local Option Gas Tax Debt Service Coverage, and Allocation of Gas Tax Revenues.....	196
Lee County Water and Wastewater Systems- Monthly Water Rates .....	197
Lee County Water and Wastewater Systems- Water Restriction Surcharge Adjustment .....	197
Lee County Water and Wastewater Systems- Monthly Wastewater Rates .....	198
Lee County Water and Wastewater Systems- Connection Fees .....	198
Lee County Water and Wastewater Systems- Water Meter Installation and Service Connection Fees.....	198
Lee County Water and Wastewater Systems- Historical Revenues, Expenses and Debt Service Coverage .....	199
Lee County Water and Wastewater Systems- Customer Statistics.....	200
Lee County Water and Wastewater Systems- County System Top Ten Retail Utility Customers.....	201
Lee County Solid Waste System- System Historical Operating Results and Indenture Rate Covenant Compliance.....	202
Lee County Solid Waste System-Summary of Historical Charges .....	203

Lee County, Florida  
 COMPREHENSIVE ANNUAL FINANCIAL REPORT  
 September 30, 2017  
 TABLE OF CONTENTS

*Other Supplemental Information (continued)*  
 (unaudited)

	PAGE
Lee County Solid Waste System- Summary of Historical Inbound Waste Deliveries (Tons) by Type of Waste.....	204
Lee County Solid Waste System- Summary of Historical Waste-to-Energy (WTE) Processing Statistics.....	205
Lee County Transportation Facilities- Toll Rates .....	206
Lee County Transportation Facilities- Variable Pricing Program .....	208
Lee County Transportation Facilities- Traffic, Revenues and Expenses by Bridge.....	209
Lee County Transportation Facilities- Revenues, Operating Expenses, and Debt Service Coverage .....	210
Lee County Port Authority- Airlines Serving the Airport.....	211
Lee County Port Authority- Airport Enplanements October 2016 - September 2017.....	212
Lee County Port Authority- Historical Enplanements by Carrier Type.....	212
Lee County Port Authority- Historical Landed Weight by Airline.....	213
Lee County Port Authority- Historical Enplanements by Airline.....	213
Lee County Port Authority- Primary Domestic Origin & Destination Passenger Markets.....	214
Lee County Port Authority- Historical Aircraft Operations.....	215
Lee County Port Authority- Historical Statement of Net Revenues.....	216

# Introductory Section



February 28, 2018

To the Citizens of Lee County:

We are pleased to present to you the accompanying Comprehensive Annual Financial Report of Lee County (the County) for the fiscal year ended September 30, 2017. State law requires that a complete set of financial statements, presented in conformance with generally accepted accounting principles (GAAP), audited by licensed independent certified public accountants be released to the public within nine months of the fiscal year end. This report is being issued in fulfillment of these statutory requirements.

Responsibility for both the accuracy of the presented data and the completeness and fairness of the presentation, including all disclosures, rests with the Clerk of Circuit Court as Chief Financial Officer of the County. We believe the data, as presented, is accurate in all material respects, that it is presented in a manner designed to fairly set forth the financial position and the results of operations of the County, and that all disclosures necessary to enable the reader to obtain a comprehensive understanding of the County's financial activity have been included.

### *Internal Controls*

The County has established a comprehensive internal control framework that is designed to provide reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and ensure that the financial records for preparing financial statements and maintaining accountability for assets are reliable. The concept of reasonable assurance recognizes that the cost of control should not exceed the benefits likely to be derived and that the evaluation of costs and benefits requires estimates and judgments by management. All internal control evaluations occur within the above framework. We believe that the County's internal controls adequately safeguard assets and provide reasonable assurance of properly recorded financial transactions.

### *Independent Audit*

In compliance with the laws of the State of Florida the County's financial statements have been audited by CliftonLarsonAllen LLP, a firm of licensed independent certified public accountants. The audit was performed to provide reasonable assurance that the financial statements for the fiscal year ended September 30, 2017, are free of material misstatement. The audit involved performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements; evaluating the appropriateness of accounting principles used and the reasonableness of significant accounting estimates made by management; as well as evaluating the overall financial statement presentation. The independent auditor issued an unmodified opinion on the County's financial statements for the fiscal year ended September 30, 2017. The Independent Auditors' Report is presented in the Financial Section of this report. Governmental accounting and auditing principles require that management provide a narrative introduction, overview, and analysis to accompany the basic financial statements in the form of Management's Discussion and Analysis (MD&A). The Management's Discussion & Analysis (pages 17-27) can be found in the Financial Section immediately following the Independent Auditors' Report and should be read in conjunction with this transmittal letter.

## County Structure and Services

Lee County was founded in 1887 and named in honor of General Robert E. Lee. The County is located on the Gulf of Mexico in the southwestern portion of Florida and encompasses approximately 811 square miles, including several small islands in the Gulf of Mexico. Four incorporated municipalities are located on the mainland: Fort Myers (one of two county seats), Estero, Bonita Springs, and Cape Coral (second county seat). The Town of Fort Myers Beach is located on Estero Island and the City of Sanibel is situated on Sanibel Island. The unincorporated communities include Lehigh Acres, North Fort Myers, Tice, Alva, Matlacha, Bokeelia, St. James City, and Captiva Island. Lee County's climate can be classified as subtropical with temperatures averaging from 66 degrees (F) in winter to 83 degrees (F) in summer.



Lee County is home to one of the fastest-growing populations in the nation and that trend looks to continue. With almost 24 percent of its residents age 65 and older, the County is well known as a retirement destination. Lee County's population grew by approximately 12 percent between 2010 and 2017, and is projected to have a population of 1,081,687 by 2045. The Bureau of Economic and Business Research projects a 48 percent increase in Lee County's 25 to 54 age group by 2040. The estimated population in 2017 is 698,468.

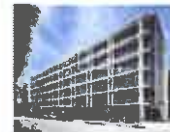


## County Services and Reporting Entity

The County provides its citizens with a wide range of services that include law enforcement, human and community assistance-related services, civil and criminal justice system services, road and bridge maintenance, park operation, library services, economic and physical environment, as well as other general and administrative support services. In addition, airport facilities, transit system, water and wastewater system, toll bridge facilities, and a waste-to-energy facility are provided under an enterprise concept with user charges set by the Board of County Commissioners.



The Board of County Commissioners (the Board) is the legislative body for the County, having the responsibility of budgeting and providing all the funding used by the various County departments and the separate Constitutional Officers, with the exception of fees collected by the Clerk of Circuit Court, Property Appraiser, and Tax Collector. Under the direction of the Clerk of Circuit Court, the Finance & Records Department maintains the accounting system for the Board's operations. The other Constitutional Officers maintain their own accounting systems. For purposes of this report the operations of the County as a whole, including all Constitutional Officers, have been presented.



In addition to the divisions of the Board and the Constitutional Officers, the Lee County Port Authority, a blended component unit, is included in the Comprehensive Annual Financial Report.

## Budgetary Controls

The adopted budget is controlled in accordance with Chapter 129, *Florida Statutes*, and a formal budget policy which is incorporated into the County's Administrative Code. The Assistant County Manager, on behalf of the County Manager, is responsible for the preparation of the Board's budget. The legally adopted total appropriation for a fund may only be changed by resolution of the Board. Full authority to transfer budgetary amounts other than these instances is delegated to the County Manager or the Assistant





County Manager. When the Board adopts the program budget it is integrated into the reporting system for management reporting purposes. Budget-to-actual comparisons are provided in the report for each fund for which an appropriated annual budget has been adopted. Original and final budgets for major governmental funds are also provided. The Constitutional Officers' budget control is retained at the fund level; the budgets of the Property Appraiser and Tax Collector are approved by the Florida Department of Revenue and those of the Clerk of the Circuit Court (excluding fees and court-related budgets), Sheriff, and Supervisor of Elections are approved by the Board. The court-related portion of the Clerk of Circuit Court's budget is determined by the State of Florida's legislature.

## *Financial Condition of the County*

### *Local Economy*

Lee County has long been a popular vacation and retirement spot with more than 50 miles of white sandy beaches that span from Gasparilla Island State Recreation Area to Barefoot Beach on Little Hickory Island. There are 18 miles of public parks on the beachfront and more than 100 public beach access points. Lee County contains more than 100 parks, beaches, wildlife refuges, including J.N. "Ding" Darling National Refuge on Sanibel Island; Lover's Key/Black Island State Park; Lakes Park; and Six Mile Cypress Slough. Lee County contains more than 90 golf courses and ranks fifth in the nation for hole-per-person ratio. Each year, thousands of fans flock to Lee County to watch spring training for the Boston Red Sox and Minnesota Twins. Although Lee County experiences year-round tourism, the number of tourists increases in winter as does the retiree population. The region also has a long history of attracting innovators, including the families of Henry Ford and Thomas Edison.



In Lee County, tourism employs one out of every five people. Approximately 4.8 million visitors arrive every year and generate \$3 billion in economic impact. The Lee County Visitor and Convention Bureau reported record-breaking tax collections for the seventh year in a row, collecting \$39.8 million in fiscal year 2017. The tourism figures provided by Lee County's Visitor and Convention Bureau for fiscal year 2017 showed that the number of visitors and spending by visitors remained steady year over year. One-fifth of paid accommodations visitors arrived from international markets. Passenger traffic at Southwest Florida International Airport ("SWFIA") reflected a 2.8 percent increase from the previous fiscal year. Southwest Florida International Airport served 8.8 million passengers in 2017 and continues to rank among the 50 busiest airports in the nation, according to the U.S. Department of Transportation.



With no personal income tax, Florida consistently ranks as one of the best places to do business, and Lee County businesses benefit from Florida's state tax structure. Florida's tax code is the fourth most competitive in the country according to a study released this year by the nonprofit group Tax Foundation. Cape Coral, Lee County's largest city, ranked as one of the best cities to start a business by WalletHub and as one of the best cities for future job growth in 2014 by Forbes. The County boasts numerous colleges, universities, and technical-vocational schools that produce talented graduates. Lee County is also home to a nationally recognized public school system.

### *Employment*



Lee County has become the coastal hub for business growth and talented workers. With the region's business incentives and quality of life, more companies have relocated to the area. From fashion icon Chico's, IT consulting and research company Gartner, and cancer care service provider 21<sup>st</sup> Century Oncology to a handful of companies that have relocated

to the region over the last couple of years like Fortune 500 car and rental giant Hertz, Universal Trailer Holdings Corp., and Camuto Group; companies across multiple sectors have chosen Lee County.

The County continues to see steady growth with an increase of 6 percent in the labor force year over year. The University of Florida's Bureau of Business and Economic Research projects a 19 percent increase in Lee County's labor force by 2023. The labor force at September 30, 2017, 2016, and 2015 was 324,737, 329,147, and 309,751, respectively. Employment in the County as of September 30, 2017, is estimated at 313,075.

Lee County's economy continues to strengthen. The unemployment rate continues to decline in Lee County and decreased from 4.7 percent in 2016 to 3.6 percent in 2017. The County's unemployment level is below Florida's rate of 3.8 percent and below the national rate of 4.2 percent.

According to the United States Department of Labor, Bureau of Labor Statistics, the non-agricultural employment for the Lee County Metropolitan Area was comprised of 21.0 percent in Trade, Transportation and Utilities, 16.5 percent in Government (Federal, State and Local), 14.8 percent in Leisure and Hospitality, 13.4 percent in Professional and Business Services, 11.2 percent in Education and Health Services, 9.7 percent in Mining, Logging, Construction and Manufacturing, and 13.4 percent in all other.

### *Economic Conditions*

The mainstays of the County's economy are tourism and retirement, and their associated services, such as health, trade, and other service-orientated industries. The County also has real estate development, agribusiness, high-tech manufacturing, corporate and regional headquarters, warehousing and distribution, and financial service industries.



Foreclosures filed in the County decreased, from 1,371 in fiscal year 2016 to 1,095 in fiscal year 2017, which represents a 20 percent decrease from prior year. According to the Florida Realtors, the median sales price of an existing single-family home for the Fort Myers-Cape Coral metropolitan area in September 2017 and 2016 was \$255,000 and \$225,000, respectively, which represents a 13.3 percent increase. The median price for existing condominiums remained stable in 2017. Active listings and sales remained steady during fiscal year 2017 until September when active listings and sales dropped. This shift was due to Hurricane Irma and the impact was felt across the state.



### *Current and Long-Term Capital Initiatives*

The County's Capital Improvement Program (CIP) consists of capital projects which reflect the County's infrastructure needs over a five-year time frame and include assets with long-term value such as buildings, roads, bridges, and parks.



*Significant capital projects and other initiatives completed in fiscal year 2017 include:*

- Expansion of the Terminal Access Road (TAR) at Southwest Florida International Airport (SWFIA) to six lanes for a total project cost of \$6.6 million.
- Construction of Segment One of Estero Boulevard improvements for a total project cost of \$10.0 million.
- Design and renovations to the fifth floor of the Justice Center Annex and juror room for a total project cost of \$4.7 million.



- Design and implementation of an Intelligent Transportation System that provides Computer Aided Dispatching (CAD), Automatic Vehicle Locating (AVL), and includes electronic signage and an information kiosk system for Lee Tran riders for a total project cost of \$2.1 million.
- Gateway Wastewater Treatment Plant (WWTP) rehabilitation and improvements for a total project cost of \$3.0 million.
- Olga Water Treatment Plant (WTP) chemical system improvements for a total project cost of \$4.9 million.
- Fiber optic upgrades to wellfields for a total project cost of \$3.9 million.

*Projects currently in progress include the following:*

- SWFIA Parallel Runway Site Preparation to include design of a 9,100 foot parallel runway, storm drainage system, environmental permitting and mitigation design for a total projected cost of \$258.9 million
- SWFIA recapitalization and optimization of the Baggage Handling System (BHS), required upgrades, technical advances, and replacement of the explosive detection system (EDS) in the BHS system for a total projected cost of \$12.4 million.
- SWFIA remediation of hazardous wildlife (Phase II) for a projected cost of \$10.6 million.
- Permitting, environmental approval, roadway, drainage, utility, landscaping, and signage for Skyplex Boulevard between Daniels Parkway and Chamberlin Parkway for a total projected cost of \$8.6 million.
- Continued design of a new Air Traffic Control Tower at SWFIA for a projected cost of \$62.3 million.
- Rehabilitation of Page Field's airfield pavement, taxiways, and associated runways for a total projected cost of \$24.1 million.
- Conceptual design of the expansion of the SWFIA terminal. Efforts include expanding security checkpoints and increasing concession areas for a total projected cost of \$110.7 million.
- Conceptual design of the SWFIA ticket counter and gate podium modernization. Efforts include modernization of passenger ticket counters, airline curbside and gate podiums for a total projected cost of \$5.8 million.
- Conceptual design of the RSW rehabilitation of airside pavements (taxiways and aircraft parking aprons) for a total projected cost of \$54.4 million.
- Design and construction of the Lee Transit Beach Park and Ride Transfer Center for a total projected cost of \$4.8 million.
- Land acquisition, design, and construction of the south area Transit/Multimodal transfer center for a total projected cost of \$7.0 million.
- Expansion of the Green Meadows Water Treatment Plant (WTP) and wellfield for a projected cost of \$78 million.
- Three Oaks Wastewater Treatment Plant (WWTP) improvements for a projected cost of \$29.6 million.
- US 41 water main replacements, from Old Gladiolus to North Airport Haul Road, for a projected cost of \$7.5 million.
- Design phase of Page Park waterline improvements for a projected cost of \$6 million.
- Pinewoods wellfield electrical and controls improvements for a projected cost of \$4.5 million.
- Automated meter reading system (AMI) for a projected cost of \$23.0 million.
- Design phase of the reclaim water and aquifer storage and recovery system for a projected cost of \$6.9 million.
- Design phase of the second deep injection well for the North Lee County WTP for a projected cost of \$5.4 million.
- Estero Boulevard force main relocation for a projected cost of \$18.6 million.
- Design phase of Alico Road water main relocations for a projected cost of \$4.1 million.
- Design phase of Operations Building Replacement for a total projected cost of \$18.0 million.
- Winkler Road water main improvements for a projected cost of \$2.3 million.

- Construction of the north segment of Burnt Store Road for a projected cost of \$16.5 million.
- Design phase of Alico Road widening project with a total projected cost of \$15.3 million.
- Construction of Homestead Road widening with a total projected cost of \$24.0 million.
- Design of improvements of Palomino Lane for a total projected cost of \$2.0 million.
- Construction of segment two of Estero Boulevard improvements for a total projected cost of \$10.0 million.
- Design of segments three through six of Estero Boulevard for a total projected cost of \$3.7 million.
- Design and land acquisition for Three Oaks North for a total projected cost of \$67.0 million.
- Preliminary design and environmental study for the Big Carlos Pass Bridge for a total projected cost of \$54 million.
- Joel Boulevard Park (Lehigh), an agro-ecotourism park, currently in the design phase. Improvements to include play elements, boardwalks, educational pavilion, and greenhouses for an estimated cost of \$1.5 million.
- Design and permitting phase for the Nalle Grade Stormwater Park for a projected cost of \$3.5 million.
- Fichter's Creek restoration in North Fort Myers for a total projected cost of \$1.8 million.
- Hendry Creek West Branch Improvements for a total projected cost of \$2.5 million.
- Deep Lagoon Hydrologic Restoration for a total projected cost of \$3.0 million.
- Design and construction of a 30,000 square foot community library in Bonita Springs for a projected cost of \$14.1 million.
- Design and construction of a 25,000 square foot community library in North Fort Myers for a projected cost of \$12.5 million.
- Design and reconstruct the Sanibel Causeway Island shoreline and repair the uplands areas for a projected cost of \$2.0 million.
- Design and construct additional ballfields at the Player Development Complex for a projected cost of \$8.0 million.

## *Cash Management and Investments*

The cash needs of the County are monitored daily and cash that is temporarily idle during the year is invested in accordance with the County's investment policy. The primary objective of the investment policy is the preservation of capital and the protection of investment principal.



*Investments during the year were:*

- Treasury bills and notes and government agencies and instrumentalities whose investments consist primarily of municipals and U.S. government obligations. At fiscal year-end the maturities of the investments ranged from twenty-one days to twenty months and interest earned ranged from 0.77 percent to 1.39 percent.
- The State Board of Administration's ("SBA") Local Government Surplus Funds Investment Pool Trust Fund operates an investment pool for local governments. The average yield for the pool for the fiscal year was 1.08 percent.
- Repurchase agreements with primary United States broker/dealer firms, reporting daily to the New York Federal Reserve Bank. All term repurchase agreements (except those held by the County's trustees) are collateralized by 101 to 105 percent with the collateral held in the County's name by a third-party safekeeping agent. The collateral is valued weekly. The County did not enter into any repurchase agreements in fiscal year 2017.

## *Risk Management*

The Board maintains self-insurance programs to administer insurance activities related to property and casualty, county-wide employee health and dental programs, general liability, and worker's compensation. The concept of the self-insurance programs is to allow the County to absorb losses up to a specific annual amount. Excess and other specific coverages are purchased from third-party carriers.

Funding for these programs is generated by charges to the operating departments based on management's annual estimates of claim loss funding and administration/operating costs. The Lee County Sheriff's Office does not participate in the County's insurance programs and maintains a separate self-insurance fund for their employee health and dental coverage. The Port Authority does not participate in the property and casualty self-insurance program.



## *Awards and Acknowledgments*

### *Awards*

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the County for its Comprehensive Annual Financial Report for the fiscal year ended September 30, 2016. This was the 32nd consecutive year that the County has received this prestigious award. To be awarded a Certificate of Achievement, the County had to publish an easily readable and efficiently organized Comprehensive Annual Financial Report which satisfied both generally accepted accounting principles and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe our current Comprehensive Annual Financial Report continues to meet the Certificate of Achievement Program's requirements, and we are submitting it to GFOA to determine its eligibility for another certificate.



### *Acknowledgements*

The preparation of the Comprehensive Annual Financial Report on a timely basis was made possible by the dedicated service of the entire staff of the Finance Department and the various managers and fiscal officers of the County Departments. The efforts of Finance's General Accounting staff, specifically, Tracy Schatzman, Rose Hardt, Pat Stokes, Shelby Smith, Kirk Knowles, and Angie Kershaw are especially noteworthy.

Respectfully submitted,



Linda Doggett  
Clerk of Circuit Court

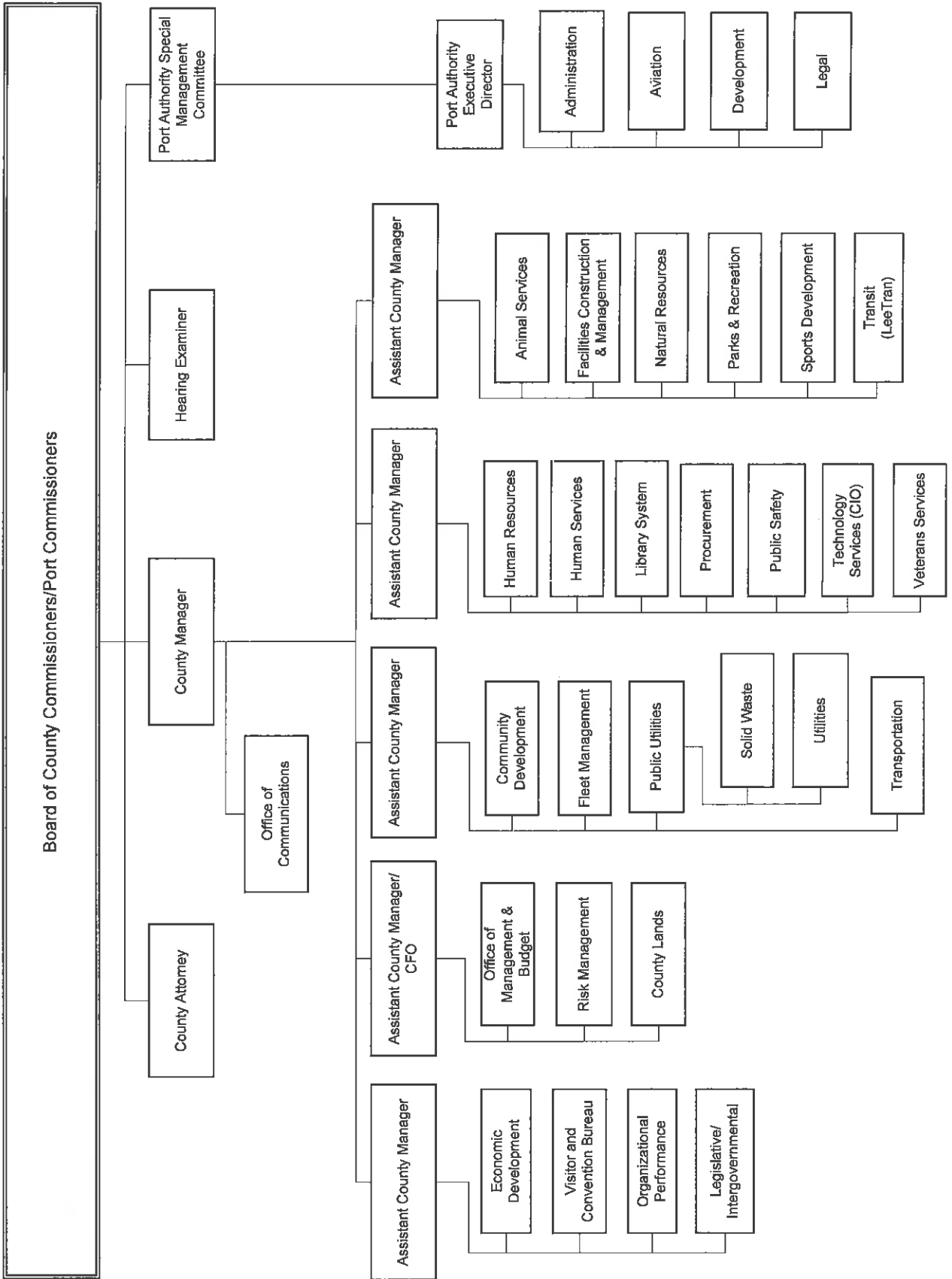


Terry Mallow, CPA  
Chief Financial Control Officer



Michele Crowell  
General Accounting Manager







Government Finance Officers Association

**Certificate of  
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for Excellence  
in Financial  
Reporting**

Presented to

**Lee County  
Florida**

**For its Comprehensive Annual  
Financial Report  
for the Fiscal Year Ended**

**September 30, 2016**

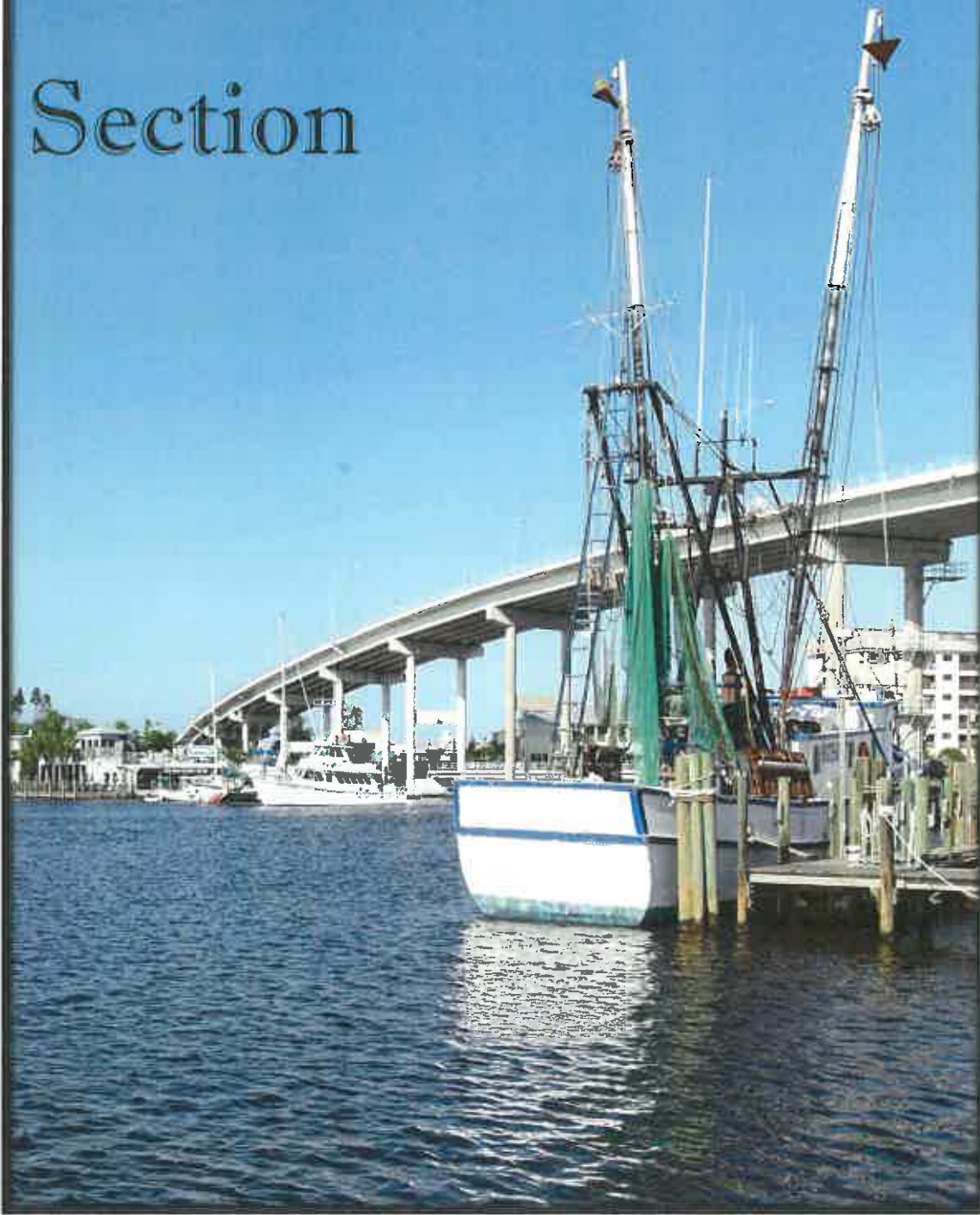
*Christopher P. Morrill*

Executive Director/CEO



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# Financial Section







CliftonLarsonAllen LLP  
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**INDEPENDENT AUDITORS' REPORT**

Honorable Board of County Commissioners  
 Lee County, Florida

**Report on the Financial Statements**

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Lee County, Florida (County), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements as listed in the table of contents.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

**Auditors' Responsibility**

Our responsibility is to express opinions on these financial statements based on our audit.

We did not audit the financial statements of the Lee County Property Appraiser, the Lee County Sheriff, the Lee County Supervisor of Elections, and the Lee County Tax Collector, which represent the indicated percent of total assets, total revenues, and total net position and fund balance as presented in the table below. Those financial statements were audited by other auditors whose reports thereon have been furnished to us, and our opinion, insofar as it related to the amounts included for those components, is based solely on the reports of other auditors.

	Percentage Audited by Other Auditors		
	Assets	Revenues	Net Position/ Fund Balance
Governmental Activities	2%	8%	1%
General Fund	17%	4%	0%
Aggregate Remaining Fund Information	4%	11%	2%

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.



***Auditors' Responsibility (Continued)***

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

***Opinions***

In our opinion, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the County as of September 30, 2017, and the respective changes in financial position and, where applicable, cash flows thereof, and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

***Emphasis of Matter***

As described in Note IX, the County adopted the provisions of Governmental Accounting Standards Board Statement (GASBS) No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. As a result of the implementation of GASBS No. 75, the County reported a restatement for the change in accounting principle. The auditors' opinion was not modified with respect to the restatement.

***Other Matters***

***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedule of total other postemployment benefit liability and schedules of the County's proportionate share of the net pension liability and of its contributions – pension plans on pages 17-27 and 98-100, respectively, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Honorable Board of County Commissioners  
Lee County, Florida

***Other Matters (Continued)***

***Other Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the County's basic financial statements. The introductory section, supplemental financial information, statistical section, and other supplemental information are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplemental financial information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based upon our audit procedures performed as described above and the reports of other auditors, the supplemental financial information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory section, statistical section, and other supplemental information have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated February 28, 2018, on our consideration of the County's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the County's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the County's internal control over financial reporting and compliance.



**CliftonLarsonAllen LLP**

Fort Myers, Florida  
February 28, 2018

## Management's Discussion and Analysis (unaudited)

This discussion and analysis of Lee County's (the County) financial statements is designed to introduce the basic financial statements and provide an analytical overview of the County's financial activities for the fiscal year ended September 30, 2017. The basic financial statements are comprised of the government-wide financial statements, fund financial statements, and footnotes to the financial statements. We hope this will assist readers in identifying significant financial issues and changes in the County's financial position.

### *Financial Highlights*

- At the close of fiscal year 2017, the County's assets and deferred outflows of resources exceeded its liabilities and deferred inflows of resources, resulting in total net position of \$2,941,687,000.
- The County's total net position decreased \$267,097,000, or -8.3 percent, in comparison to prior year. The net effect of implementing Governmental Accounting Standards Board (GASB) Statement 75 related to Other Postemployment Benefits (OPEB) decreased beginning net position by \$287,941,000.
- The County's governmental activities total net position of \$1,433,540,000 decreased \$254,733,000, or -15.1 percent, in comparison to prior year. The unrestricted net position is a deficit balance of \$336,609,000.
- The County's business-type activities total net position of \$1,508,147,000 decreased \$12,364,000, or -0.8 percent, in comparison to prior year. Approximately 12.4 percent of the total, or \$187,005,000 is unrestricted, and thus available for spending at the County's discretion.
- The County reported a liability of \$400,559,000 for its proportionate share of the FRS and HIS net pension liabilities.
- The County early implemented GASB Statement 75, and reported an OPEB liability of \$588,399,000.
- Total revenues increased \$37,058,000, or 3.5 percent, in comparison to prior year.
- Total expenses increased \$44,231,000, or 4.3 percent, in comparison to prior year.

### *Government-wide Financial Statements*

The government-wide financial statements (statement of net position and statement of activities found on pages 30-33) concentrate on the County as a whole and do not emphasize fund types but rather a governmental or a business-type classification, which are presented in separate columns. The governmental and business-type activities comprise the primary government. Fiduciary funds are not included in the government-wide financial statements.

General governmental and intergovernmental revenues support the governmental activities, whereas the business-type activities are primarily supported by user fees and charges for services. The purpose of the government-wide financial statements is to allow the user to be able to analyze the County's total financial position.

The statement of activities reflects the expenses of a given function or program, which are offset by program revenues. Program revenues are defined as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function or program. Taxes are reported under general revenue. The County maintains an allocation program for indirect expenses and, therefore, reports this allocation in a separate column on the government-wide statement of activities.

The effect of the inter-fund activity has been removed from the government-wide financial statements. However, the inter-fund services between functions are not eliminated. The internal service fund activity has been eliminated except for the outside activity on the government-wide financial statements.

## *Fund Financial Statements*

The accounts of the County are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity or net position, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

The County's funds are presented in separate fund financial statements. These funds are presented on a governmental fund financial statement and a proprietary fund financial statement. The County's major funds are presented in separate columns on the fund financial statements. The definition of a major fund is one that meets certain criteria set-forth in Governmental Accounting Standards Board Statement Number 34, *Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments* ("GASB 34"). The funds that do not meet the criteria of a major fund are considered non-major funds and are combined into a single column on the fund financial statements. However, a non-major fund can be designated as a major fund if the County chooses to do so.

Annual budgets are adopted for all funds except agency funds, Sheriff's internal service and special revenue funds, and the Property Appraiser's special revenue fund. A budgetary comparison has been presented for the General Fund, which compares not only actual results to budget but also the original adopted budget to final budget.

### *Governmental Fund Financial Statements*

Governmental fund financial statements (found on pages 34-38) are prepared on the modified accrual basis using the current financial resources measurement focus. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. Although the activity of the internal service funds is reported with the governmental activities on the government-wide financial statements they are not combined on the government fund financial statements.

One of the County's governmental funds, the General Fund, is classified as a major fund. All other governmental funds are combined into a single column on the governmental fund financial statements. Individual fund data for the non-major funds are found in combining statements as supplemental financial data.

### *Proprietary Fund Financial Statements*

Proprietary fund financial statements (found on pages 39-45), like government-wide financial statements, are prepared on the full accrual basis. Proprietary funds record both operating and non-operating revenues and expenses. Operating revenues are those that are obtained from the operations of the proprietary fund.

The County reports the Port Authority, Water and Wastewater, Transportation Facilities, and Solid Waste as major funds in the proprietary fund financial statements. These enterprise funds are used to present the same functions that are presented in the government-wide financial statements. The only non-major fund, Transit, is reported in a separate column. The internal service funds are presented in their entirety combined in a single column on the proprietary fund financial statements.

The internal service funds are used to account for data processing, risk management, radio communications, telecommunications, fleet management, and self-insurance for health and dental, and workers' compensation services on a cost reimbursement basis. Individual fund data is in the combining statements as supplemental financial data.

Lee County, Florida

*Fiduciary Fund Financial Statements*

The fiduciary fund financial statement (found on page 46) is not included in the government-wide financial statements because the resources of those funds are not available to support the County's programs.

*Government-Wide Financial Analysis*

The government-wide financial statements were designed so that the user could determine if the County is in a better or worse financial condition from the prior year. The following is a condensed summary of net position for the primary government for fiscal years 2017 and 2016.

Summary of Net Position  
September 30, 2017 and 2016  
(amounts expressed in thousands)

	Governmental		Business-type		Total	
	Activities		Activities			
	2017	2016	2017	2016	2017	2016
Current and other assets	\$748,081	\$713,093	\$637,112	\$633,324	\$1,385,193	\$1,346,417
Capital assets	1,780,435	1,792,797	1,847,067	1,802,288	3,627,502	3,595,085
<b>Total assets</b>	<b>2,528,516</b>	<b>2,505,890</b>	<b>2,484,179</b>	<b>2,435,612</b>	<b>5,012,695</b>	<b>4,941,502</b>
Total deferred outflows of resources	179,593	121,219	37,637	35,945	217,230	157,164
Current liabilities	66,091	52,229	80,094	72,444	146,185	124,673
Non-current liabilities	1,123,597	876,025	896,932	877,124	2,020,529	1,753,149
<b>Total liabilities</b>	<b>1,189,688</b>	<b>928,254</b>	<b>977,026</b>	<b>949,568</b>	<b>2,166,714</b>	<b>1,877,822</b>
Total deferred inflows of resources	84,881	10,582	36,643	1,478	121,524	12,060
<b>Net Position:</b>						
Net investment in capital assets	1,521,927	1,516,589	1,162,447	1,123,905	2,684,374	2,640,494
Restricted	248,222	219,413	158,695	137,203	406,917	356,616
Unrestricted (deficit)	(336,609)	(47,729)	187,005	259,403	(149,604)	211,674
<b>Total net position</b>	<b>\$1,433,540</b>	<b>\$1,688,273</b>	<b>\$1,508,147</b>	<b>\$1,520,511</b>	<b>\$2,941,687</b>	<b>\$3,208,784</b>

Net investment in capital assets is the largest portion of the net position. This represents capital assets (land, buildings, improvements, equipment, furniture, vehicles and rolling stock, and infrastructure), net of accumulated depreciation and the outstanding related debt (less unspent proceeds) used to acquire the assets. The net investment in capital assets balance of \$2,684,374,000 (91.3 percent of total net position) increased \$43,880,000, or 1.7 percent, in comparison to prior year.

The restricted net position balance of \$406,917,000 (13.8 percent of total net position) increased \$50,301,000, or 14.1 percent, in comparison to prior year. This balance represents assets that are subject to external restrictions imposed by creditors, through bond covenants, by grantors, or by law on how they are used.

The unrestricted net position balance is a deficit balance of \$149,604,000 and decreased \$361,278,000 or -170.7 percent, in comparison to prior year. The net effect of implementing GASB Statement 75 related to other postemployment benefits decreased beginning net position by \$287,941,000.

The following schedule compares the revenues, expenses, and changes in net position for the primary government for the current and previous fiscal years.

Lee County, Florida

Lee County, Florida  
 Summary of Revenues, Expenses, and Changes in Net Positions  
 For the Years Ended September 30, 2017 and 2016  
 (amounts expressed in thousands)

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
<b>Revenues:</b>						
Program revenues:						
Charges for services	\$125,609	\$128,784	\$357,343	\$344,500	\$482,952	\$473,284
Operating grants and contributions	35,515	35,317	6,876	8,012	42,391	43,329
Capital grants and contributions	16,327	13,870	55,114	57,482	71,441	71,352
General revenues:						
Taxes	416,774	394,357	4,328	3,241	421,102	397,598
Grants and contributions not restricted to specific programs	65,326	63,286	-	-	65,326	63,286
Other	15,272	15,020	7,131	4,688	22,403	19,708
<b>Total revenues</b>	<b>674,823</b>	<b>650,634</b>	<b>430,792</b>	<b>417,923</b>	<b>1,105,615</b>	<b>1,068,557</b>
<b>Expenses:</b>						
Program activities:						
General government	224,594	236,899			224,594	236,899
Public safety	261,194	233,457			261,194	233,457
Physical environment	13,809	13,084			13,809	13,084
Transportation	65,358	55,678			65,358	55,678
Economic environment	30,595	28,218			30,595	28,218
Human services	22,056	21,189			22,056	21,189
Culture and recreation	78,622	77,099			78,622	77,099
Interest on long-term debt	10,125	10,494			10,125	10,494
Indirect expenses	(3,281)	(3,355)	3,281	3,355	-	-
Business-type activities:						
Airport			118,206	117,927	118,206	117,927
Water and Wastewater			111,053	105,834	111,053	105,834
Transit			30,326	28,247	30,326	28,247
Transportation Facilities			23,084	22,813	23,084	22,813
Solid Waste			95,749	89,601	95,749	89,601
<b>Total expenses</b>	<b>703,072</b>	<b>672,763</b>	<b>381,699</b>	<b>367,777</b>	<b>1,084,771</b>	<b>1,040,540</b>
Total change in net position before transfers	(28,249)	(22,129)	49,093	50,146	20,844	28,017
Transfers	(139)	(1,083)	139	1,083	-	-
Change in net position	(28,388)	(23,212)	49,232	51,229	20,844	28,017
Net position October 1- as restated	1,461,928 *	1,711,485	1,458,915 *	1,469,282	2,920,843 *	3,180,767
<b>Net position September 30</b>	<b>\$1,433,540</b>	<b>\$1,688,273</b>	<b>\$1,508,147</b>	<b>\$1,520,511</b>	<b>\$2,941,687</b>	<b>\$3,208,784</b>

Note: Fiscal year 2017 beginning net position is restated due to the implementation of GASB Statement 75 and dissolution of the trust fund. Additional information can be found in Note VII and Note IX.

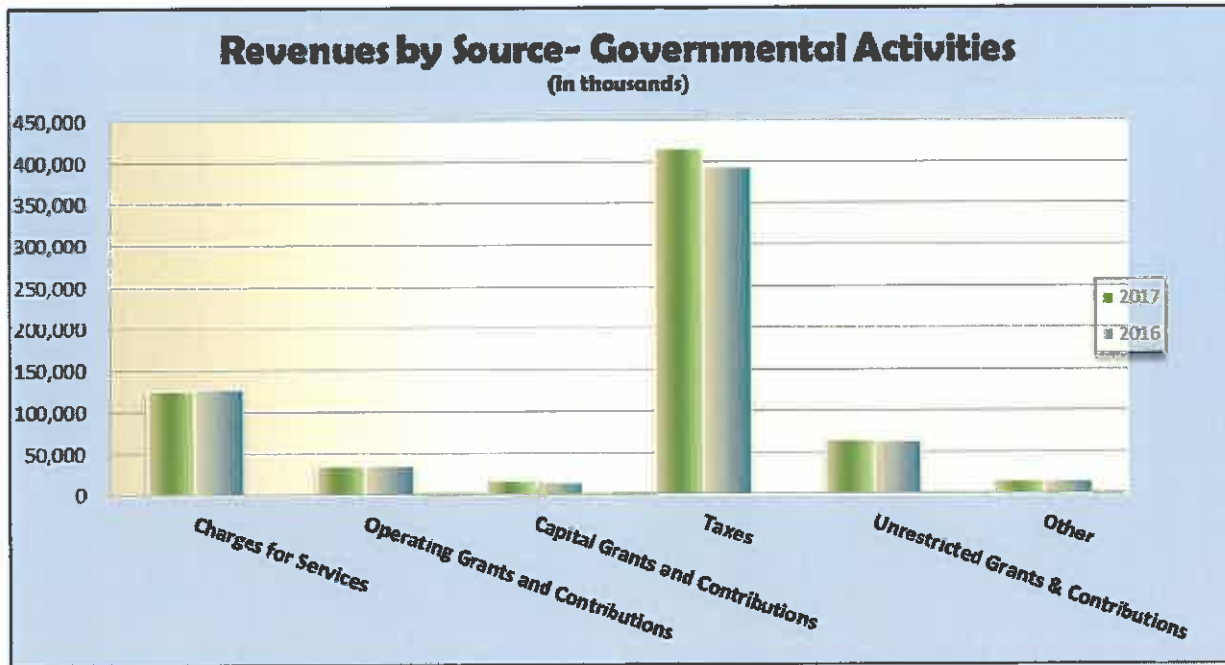
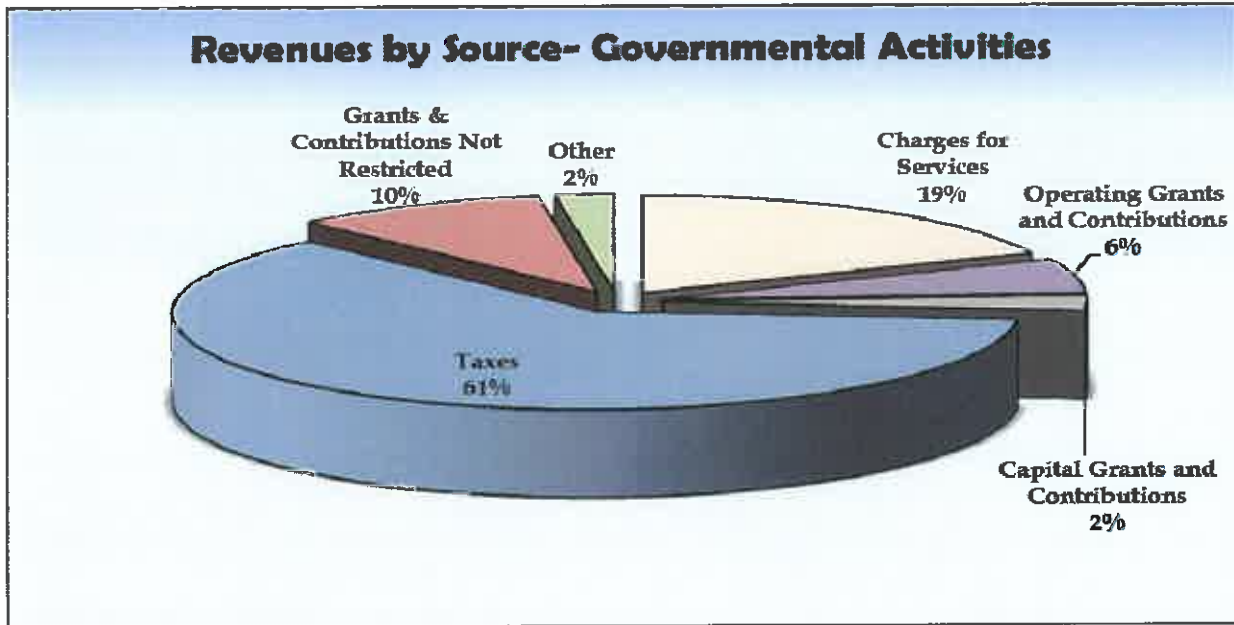
Total revenues increased \$37,058,000, or 3.5 percent, in comparison to prior year. Total expenses increased \$44,231,000, or 4.3 percent, in comparison to prior year.

*Governmental Activities*

The governmental activities increased or (decreased) the County's total assets, total deferred outflows of resources, total liabilities, total deferred inflows of resources, and total net position by \$22,626,000, \$58,374,000, \$261,434,000, \$74,299,000, and (\$254,733,000), respectively. The increase in the governmental activities' net investment in capital assets is \$5,338,000, or .35 percent, in comparison to prior year.

Lee County, Florida

Total revenues for governmental activities increased \$24,189,000 or 3.7 percent, in comparison to prior year. The following is a chart of revenues by source for governmental activities by percent of total revenues for fiscal year 2017 and a chart of revenues by source for 2017 and 2016.



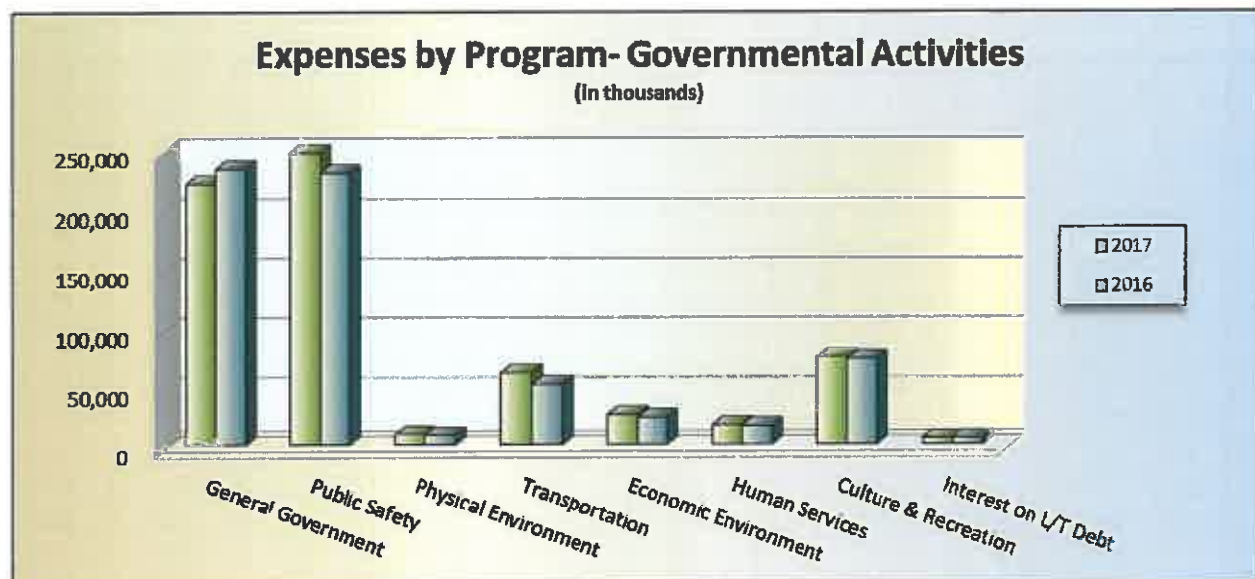
The main component of the change in total revenues for governmental activities was as follows:

- Taxes increased \$22,417,000, or 5.7 percent, in comparison to prior year, primarily due to an increase of \$20,455,000 in Ad Valorem taxes collected as a result of an increase in the property value base.



## Lee County, Florida

The following is a chart of expenses by program for governmental activities for fiscal years 2017 and 2016.



Total expenses for governmental activities increased \$30,309,000, or 4.5 percent, in comparison to prior year. The main components of the change in total expenses for governmental activities were as follows:

- General government expenses decreased \$12,305,000 or -5.2 percent, primarily due to a decrease of \$30,000,000 in other postemployment benefits expense as a result of allocating the expense across all programs in the current year. This decrease was offset by an increase of \$7,254,000 in pension expense, an increase of \$4,245,000 in the internal service fund allocation related to self-insurance health and dental and general liability, a \$2,075,000 incentive payment to Hertz, and \$1,700,000 for supplies, equipment, and disaster pay related to Hurricane Irma.
- Public safety expenses increased \$27,737,000 or 11.9 percent, primarily due to an increase of \$12,337,000 in Sheriff salary and benefit expense and an increase of \$14,600,000 in other postemployment benefits expense. Previously other postemployment benefits expense was booked to general government.
- Transportation expenses increased \$9,680,000, or 17.4 percent, primarily due to an increase of \$1,100,000 in pension expense, \$2,100,000 for the Lehigh Acres road resurfacing project, \$3,800,000 for contribution of roads to the Village of Estero, and \$1,100,000 due to the internal service fund allocation related to self-insurance general liability and fleet management.

### *Business-Type Activities*

The business-type activities increased or (decreased) the County's total assets, total deferred outflows of resources, total liabilities, deferred inflows of resources, and total net position by \$48,567,000, \$1,692,000, \$27,458,000, \$35,165,000, and (\$12,364,000), respectively. The increase in the business-type activities' net investment in capital assets is \$38,542,000, or 3.4 percent, in comparison to prior year.

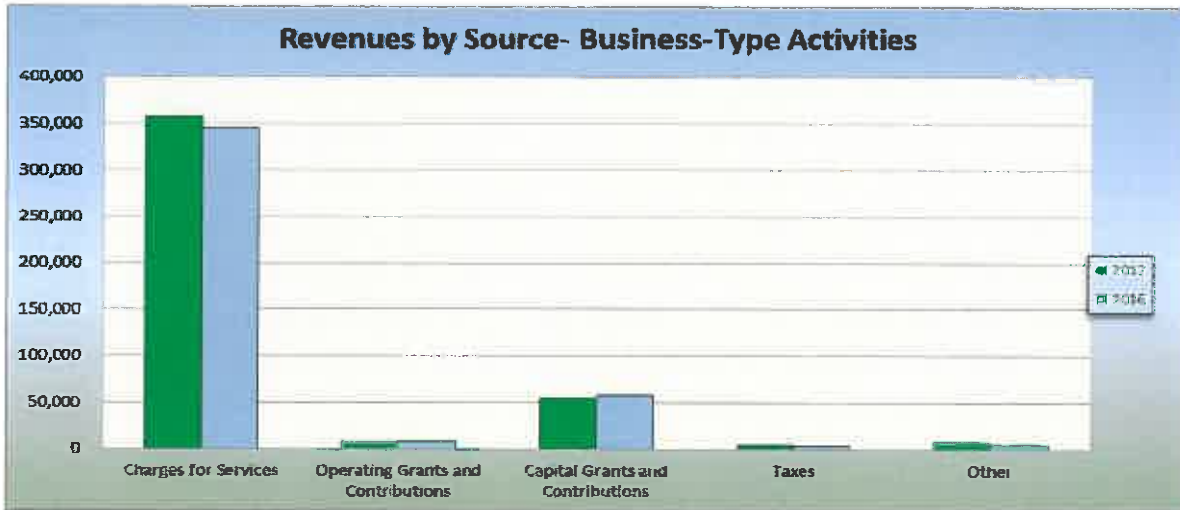
Total revenues reported in business-type activities increased \$12,869,000, or 3.1 percent, in comparison to prior year. The increase is primarily due to an increase in charges for services of \$12,843,000, or 3.7 percent.

- Solid Waste user fees increased \$10,129,000 due to an increase in disposal rates, increased tonnage, and improved ferrous metal and recycling commodity markets, and electric utilities decreased \$4,666,000 as a result of the discontinued power purchase agreement with Seminole Electric.

## Lee County, Florida

- Water and Wastewater user fees increased \$4,004,000 due to an increase in customer base and overall increase in consumption.
- Port Authority user fees increased \$1,636,000, due to increased airline rents, landing fees and fuel sales; and Port Authority concession revenue increased \$1,560,000 due higher rental care fees, restaurant/terminal concessions, and parking fees.

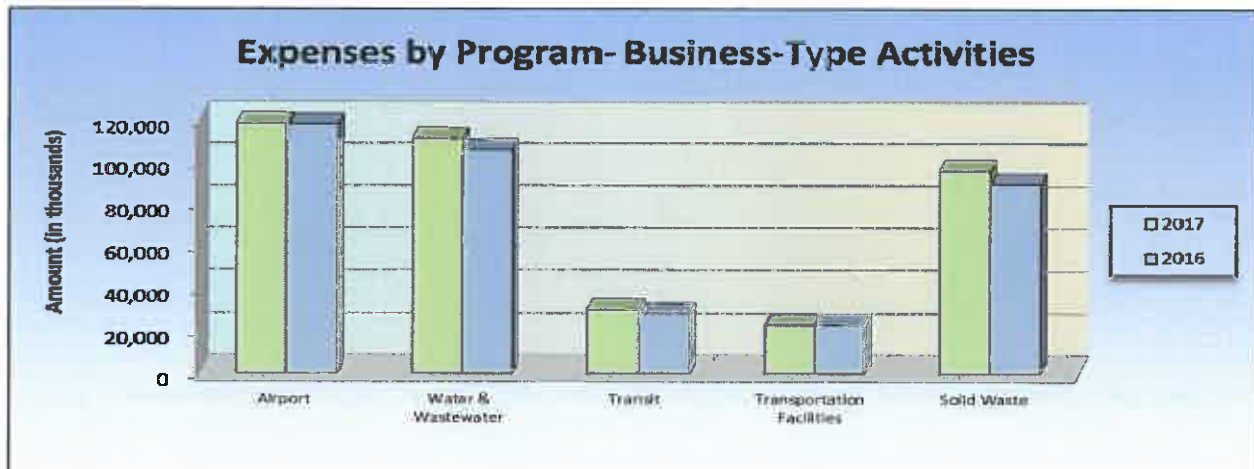
The following is a chart of revenues by source for business-type activities for fiscal years 2017 and 2016.



Total business-type expenses increased \$13,922,000, or 3.8 percent, in comparison to prior year. The increase is primarily due to an increase in Water and Wastewater expenses of \$5,219,000, or 4.9 percent and an increase in Solid Waste expenses of \$6,148,000, or 6.9 percent.

- Water and Wastewater contractual services, materials, and supplies increased \$4,182,000 primarily due to an increase in the interlocal sewer agreement with the City of Fort Myers and an increase in depreciation expense.
- Solid Waste other expenses increased \$1,707,000 for the write-off of inactive and uncollectible accounts and contractual services, materials, and supplies increased \$3,540,000 primarily due to contractual services for debris removal.

The following is a chart of expenses by program for business-type activities for fiscal years 2017 and 2016.



## *Financial Analysis of the Government's Funds*

### *Governmental Funds*

Governmental funds are comprised of the General Fund, special revenue funds, debt service funds, and capital projects funds. As noted earlier, governmental funds use the current financial resources measurement focus that focuses on near-term inflows and outflows. The General Fund is the general operating fund that is used to account for all financial resources, except those required to be accounted for in another fund.

The following are noteworthy facts and changes from prior year for the General Fund, which is the only Governmental Fund reported as a major fund:

*General Fund*- Total Revenues increased \$11,142,000, or 2.8 percent. Taxes increased \$14,269,000, or 5.3 percent, due to an increase of \$14,429,000 in Ad Valorem taxes as a result of higher assessed property values. Expenditures increased \$5,244,000, or 1.5 percent, primarily due to an increase in general government salaries and related costs, disaster pay and overtime related to Hurricane Irma, and an increase in public safety expenses due to higher Sheriff salaries and related costs, offset by a decrease in public safety capital expenditures for a helicopter lease entered into by the Sheriff in the prior year.

### *Proprietary Funds*

Proprietary funds are comprised of enterprise funds and internal service funds. An enterprise fund is used to account for activities for which a fee is charged to external users for goods and services. Internal service funds are those that provide a service, primarily within the government, and charge a recovery fee.

The following are noteworthy facts and changes from prior year for proprietary major funds:

*Port Authority* - Net operating revenue increased \$3,610,000, or 3.8 percent, in comparison to prior year as a result of an increase of \$1,636,000 in user fees and \$1,560,000 in concession revenue. User fees increased due to increased airline rents, landing fees and fuel sales and concession revenue increased due to higher rental car fees, restaurant/ terminal concessions, and parking fees. Total operating expenses increased \$887,000, or .9 percent, in comparison to prior year. Capital grants and contributions were \$984,000, or 3.4 percent, lower compared to the prior year.

*Water and Wastewater* - Net operating revenue increased \$3,987,000, or 3.7 percent, in comparison to prior year. User fees increased by \$4,004,000, or 3.8 percent, due to an increase in customer base and consumption. Operating expenses increased \$5,296,000, or 5.3 percent, in comparison to prior year primarily due to an increase in contractual services, materials, and supplies and depreciation expense. Capital contributions were \$3,647,000, or 18.1 percent, higher compared to the prior year due to an increase in prepaid water and sewer connection fees.

*Transportation Facilities* - Net operating revenue decreased by \$427,000, or -1.0 percent, in comparison to prior year due to a slight decline in toll revenue. Total operating expenses increased \$407,000, or 2.3 percent, in comparison to prior year primarily due to an increase in salaries, OPEB costs, and contractual services, materials and supplies.

*Solid Waste* - Net operating revenue increased \$5,943,000, or 7.6 percent, in comparison to prior year due to an increase in user fees of \$10,129,000 as a result of an increase in disposal rates, increased tonnage, and improved ferrous metal and recycling commodity markets; offset by a decrease in miscellaneous revenue of \$4,666,000 as a result of the discontinued power purchase agreement with Seminole Electric. Total operating expenses increased \$5,233,000, or 6.1 percent, in comparison to prior year primarily due to an increase in contractual services, materials and supplies.

Lee County, Florida

*General Fund Budgetary and Actual Highlights*

The difference between the original adopted and final amended budget expenditures in the General Fund is an increase of \$15,487,000. The changes include:

- \$2,220,000 increase for Gartner, Inc. economic development incentive.
- \$1,915,000 increase for West Coast Inland Navigation District (WCIND) pass through grants for navigation related major maintenance projects.
- \$1,324,000 increase for the Low Income Home Energy Assistance Program (LIHEAP) grant.
- \$1,772,000 increase for Human and Veteran Services grants received for veteran housing assistance, homeless prevention projects, homeless housing and relocation services, and the Bob Janes Triage Center.
- \$5,170,000 increase for retiree premiums for the County and Sheriff previously paid out of the OPEB trust fund.
- \$1,217,000 increase for miscellaneous revenue received by the Sheriff to cover expenditures related to false alarms, overtime associated with background checks and fingerprinting services, vehicle repairs, and fuel.

The remaining amendments are a combination of increases and decreases for various reasons which separately are not noteworthy.

The variance between the final amended budget and actual expenditure results for the General Fund is a favorable variance of \$25,225,000. The differences are across multiple departments and are mainly due to unspent budget for various projects and conservative spending. Project costs are budgeted in the year they are anticipated to be obligated. In subsequent years the unused budget is re-appropriated until the project is completed.

*Capital Assets*

Non-depreciable capital assets include land, construction in progress, software in progress, and artwork. Depreciable assets include buildings, improvements other than buildings, machinery and equipment, software, and infrastructure. The following is a schedule of the County's capital assets as of September 30, 2017 and 2016.

Lee County, Florida  
 Summary of Capital Assets  
 September 30, 2017 and 2016  
 (amounts expressed in thousands)

	Governmental Activities		Business-type Activities		Total	
	2017	2016	2017	2016	2017	2016
Artwork	\$324	\$324	\$293	\$293	\$617	\$617
Land	603,909	596,440	225,763	225,763	829,672	822,203
Construction in progress	67,601	31,758	211,688	120,894	279,289	152,652
Easements & rights of way	66,659	66,659	19,596	19,538	86,255	86,197
Software in progress	723	481	7	689	730	1,170
Buildings	593,949	595,342	583,103	576,391	1,177,052	1,171,733
Improvement other than buildings	227,200	227,216	508,773	490,224	735,973	717,440
Machinery & equipment	277,807	276,282	481,640	471,455	759,447	747,737
Software	16,543	16,537	7,063	4,276	23,606	20,813
Infrastructure	752,998	757,247	1,040,954	1,034,592	1,793,952	1,791,839
Total capital assets	2,607,713	2,568,286	3,078,880	2,944,115	5,686,593	5,512,401
Accumulated depreciation	(827,278)	(775,489)	(1,231,813)	(1,141,827)	(2,059,091)	(1,917,316)
Total	\$1,780,435	\$1,792,797	\$1,847,067	\$1,802,288	\$3,627,502	\$3,595,085

## Lee County, Florida

Noteworthy capital asset purchases/completed projects that took place in fiscal year 2017 were as follows:

- Segment One of Estero Boulevard Improvements
- Design and renovation to the Justice Center Annex and juror room
- Southwest Florida International Airport expansion of the Terminal Access Road to six lanes
- Gateway Wastewater Treatment Plant rehabilitation and improvements
- Olga Water Treatment Plant chemical system improvements
- Fiber optic upgrades to wellfields
- Design and implementation of an Intelligent Transportation System for Lee Tran

Additional information on the County's capital assets can be found in Note V on pages 63-66.

### *Debt Administration*

At September 30, 2017, the County had \$811,298,000 of outstanding bonded debt. The revenue bonds, which are each payable from a specific revenue stream, had an outstanding balance of \$811,298,000, or 100 percent of the total bonded debt. The outstanding bond balance decreased \$30,395,000 or -3.6 percent, in comparison to prior year.

Total long-term liabilities of \$2,020,529,000, which includes bonds payable (net of unamortized discounts/premiums), notes payable, capital leases, self-insurance claims payable, compensated absences, other postemployment benefits, net pension, and landfill closure and postclosure costs decreased by \$41,659,000, or -2.0 percent, in comparison to prior year.

The following is a schedule of outstanding bonds as of September 30, 2017 and 2016.

Lee County, Florida						
Summary of Outstanding Debt						
September 30, 2017 and 2016						
(amounts expressed in thousands)						
	Governmental		Business-type		Total	
	Activities		Activities			
	2017	2016	2017	2016	2017	2016
Revenue Bonds	\$202,888	\$212,083	\$608,410	\$629,610	\$811,298	\$841,693
<b>Total</b>	<b>\$202,888</b>	<b>\$212,083</b>	<b>\$608,410</b>	<b>\$629,610</b>	<b>\$811,298</b>	<b>\$841,693</b>

Standard and Poor's Rating Group suggests that debt service should not exceed 10-15 percent of appropriations. The fiscal year 2017 debt service was 5.3 percent of appropriations, which is within the suggested guidelines.

Additional information on the County's long-term debt can be found in Note V on pages 69-79.

Lee County, Florida

*Economic Factors and Next Year's Budget Rates*

The following were factors considered when next year's budget was prepared:

- Lee County had a 3.5 percent unemployment rate as compared to the State, which had a 3.6 percent unemployment rate, and the nation which had a 4.4 percent unemployment rate, as reported by the Florida Research & Economic Database and Lee County Economic Development.
- There is a 3 percent salary increase in the County's fiscal year 2017-2018 budget.
- There was an increase in the property values from fiscal year 2017, which is used for fiscal year 2018, of 9.0 percent, based upon values determined by the Property Appraiser.

*Request for Information*

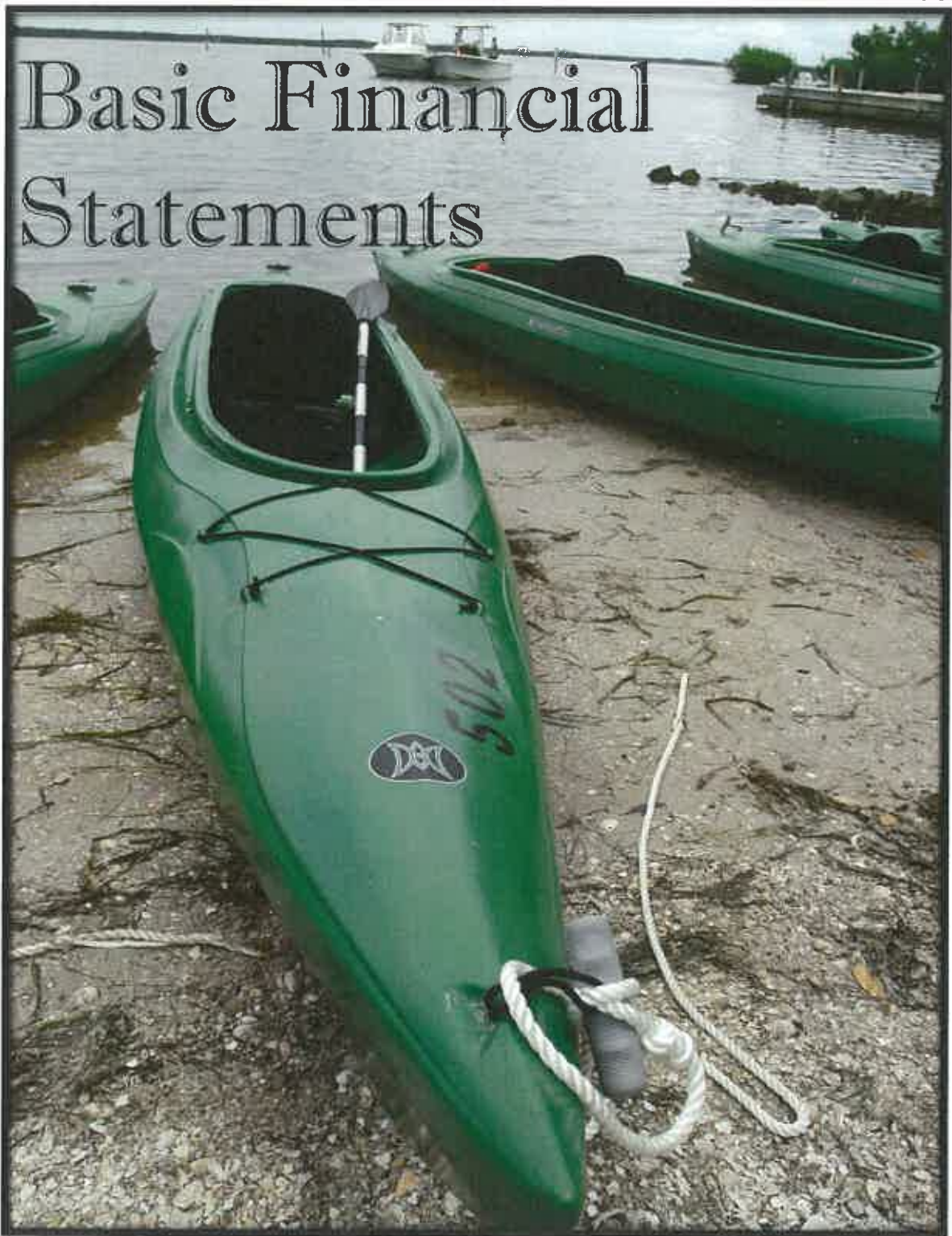
This financial report is designed to provide the reader an overview of the County. Questions regarding any information provided in this report should be directed to: Lee County Clerk of Courts, Finance and Records Department, 2115 Second Street, 3<sup>rd</sup> Floor, Fort Myers, Florida, 33901, phone (239) 533-2100.



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# Basic Financial Statements





Lee County, Florida  
STATEMENT OF NET POSITION  
As of September 30, 2017  
(amounts expressed in thousands)

	Primary Government		
	Governmental Activities	Business-type Activities	Total
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 439,141	\$ 398,189	\$ 837,330
Receivables (net)	9,606	27,070	36,676
Due from other governments	5,431	267	5,698
Internal balances	16,015	(16,015)	-
Inventories	3,317	2,791	6,108
Prepays	3,978	1,184	5,162
Other assets	250	216	466
Restricted assets:			
Cash, cash equivalents and investments	262,473	221,243	483,716
Receivables	4,548	2,167	6,715
Due from other governments	2,908	-	2,908
Inventory	414	-	414
Capital assets:			
Non-depreciable	739,216	457,347	1,196,563
Depreciable, net	1,041,219	1,389,720	2,430,939
Total Assets	<u>2,528,516</u>	<u>2,484,179</u>	<u>5,012,695</u>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>			
Loss on refunding of debt	1,421	12,250	13,671
Unamortized pension costs and subsequent contributions	144,229	25,006	169,235
Unamortized other postemployment benefits costs and subsequent contributions	33,943	381	34,324
Total Deferred Outflows of Resources	<u>179,593</u>	<u>37,637</u>	<u>217,230</u>
<b>LIABILITIES</b>			
Contracts and accounts payable	20,221	41,598	61,819
Accrued liabilities	8,271	2,441	10,712
Due to other governments	9,272	6,113	15,385
Customer deposits	2,774	932	3,706
Unearned revenues	765	1,378	2,143
Refunds and rebates	-	4,953	4,953
Liabilities payable from restricted assets:			
Contracts and accounts payable	11,956	2,660	14,616
Accrued liabilities	385	-	385
Due to other governments	1,100	37	1,137
Customer deposits	5,181	2,498	7,679
Unearned revenue	410	1,738	2,148
Accrued interest payable	5,756	15,746	21,502
Noncurrent liabilities:			
Due within one year	36,493	38,181	74,674
Due in more than one year	1,087,104	858,751	1,945,855
Total Liabilities	<u>1,189,688</u>	<u>977,026</u>	<u>2,166,714</u>

(continued)

Lee County, Florida  
STATEMENT OF NET POSITION  
As of September 30, 2017  
(amounts expressed in thousands)

	Primary Government		Total
	Governmental Activities	Business-type Activities	
<b>DEFERRED INFLOWS OF RESOURCES</b>			
Gain on refunding of debt	294	236	530
Unamortized pension costs	21,981	4,276	26,257
Unamortized other postemployment benefits costs	62,606	32,131	94,737
Total Deferred Inflows of Resources	84,881	36,643	121,524
<b>NET POSITION</b>			
Net investment in capital assets	1,521,927	1,162,447	2,684,374
Restricted for:			
Capital projects	152,764	98,620	251,384
Debt service	10,110	33,955	44,065
Inventory for resale	414	-	414
Special revenue funds:			
Improvement districts	11,036	-	11,036
Culture & recreation	7,419	-	7,419
Economic development	23,422	-	23,422
Health, safety & welfare	25,511	-	25,511
Transportation roads	7,965	-	7,965
Court programs	3,013	-	3,013
Public records	4,426	-	4,426
Driver's education	788	-	788
Law enforcement activities	1,354	-	1,354
Renewal and replacement	-	26,120	26,120
Unrestricted (deficit)	(336,609)	187,005	(149,604)
Total Net Position	\$ 1,433,540	\$ 1,508,147	\$ 2,941,687

The notes to the financial statements are an integral part of this statement.



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Lee County, Florida  
STATEMENT OF ACTIVITIES  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

Functions/Programs	Net (Expense) Revenue and Changes in Net Position									
	Expenses	Indirect Expense Allocation	Program Revenue			Capital Grants and Contributions	Primary Government			Total
			Charges for Services	Operating Grants and Contributions			Governmental Activities	Business-type Activities		
<b>PRIMARY GOVERNMENT:</b>										
Governmental activities:										
General government	\$ 224,594	\$ (7,905)	\$ 70,823	\$ 4,038	\$ 122	\$ (141,706)	\$ -	\$ (141,706)	\$ (141,706)	
Public safety	261,194	618	41,992	6,069	423	(213,328)	-	(213,328)	(213,328)	
Physical environment	13,809	152	2,088	603	81	(11,189)	-	(11,189)	(11,189)	
Transportation	65,358	812	1,225	9,963	7,275	(47,707)	-	(47,707)	(47,707)	
Economic environment	30,595	303	495	9,732	-	(20,671)	-	(20,671)	(20,671)	
Human services	22,056	323	2,643	2,674	46	(17,016)	-	(17,016)	(17,016)	
Culture and recreation	78,622	2,416	6,343	2,436	8,380	(63,879)	-	(63,879)	(63,879)	
Interest on long-term debt	10,125	-	-	-	-	(10,125)	-	(10,125)	(10,125)	
Total governmental activities	706,353	(3,281)	125,609	35,515	16,327	(525,621)	-	(525,621)	(525,621)	
Business-type activities:										
Airport	118,206	500	115,401	344	28,255	-	25,294	25,294	25,294	
Water and Wastewater	111,053	1,445	112,021	-	23,741	-	23,264	23,264	23,264	
Transit	30,326	490	4,015	6,532	3,118	-	(17,151)	(17,151)	(17,151)	
Transportation Facilities	23,084	373	44,365	-	-	-	20,908	20,908	20,908	
Solid Waste	95,749	473	81,541	-	-	-	(14,681)	(14,681)	(14,681)	
Total business-type activities	378,418	3,281	357,343	6,876	55,114	-	37,634	37,634	37,634	
Total primary government	1,084,771	-	482,952	42,391	71,441	(525,621)	-	(525,621)	(487,987)	
General revenues:										
Taxes:										
Property taxes						328,696	1,864	330,560		
Gas taxes						20,860	-	20,860		
Tourist taxes						39,651	-	39,651		
Communication taxes						9,470	-	9,470		
Franchise fees						17,209	2,464	19,673		
Local business taxes						888	-	888		
Grants and contributions not restricted to specific programs						65,326	-	65,326		
Investment earnings						6,109	5,210	11,319		
Miscellaneous						9,163	1,921	11,084		
Transfers						(139)	139	-		
Total general revenues and transfers						497,233	11,598	508,831		
Change in net position						(28,388)	49,232	20,844		
Net position - beginning as restated						1,461,928	1,458,915	2,920,843		
Net position - ending						\$ 1,433,540	\$ 1,508,147	\$ 2,941,687		

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	General	Other Governmental Funds	Total Governmental Funds
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 137,366	\$ 465,088	\$ 602,454
Cash and cash equivalents with fiscal agent		15,858	15,858
Receivables (net)			
Accounts	6,566	377	6,943
Special assessments		3,711	3,711
Accrued interest	186	964	1,150
Due from other funds	4,561	12,491	17,052
Due from other governments	4,308	5,333	9,641
Inventory	735	2,654	3,389
Total assets	<u>153,722</u>	<u>506,476</u>	<u>660,198</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
Liabilities:			
Contracts and accounts payable	13,294	16,197	29,491
Accrued liabilities	6,193	2,322	8,515
Due to other funds	2,640	4,987	7,627
Due to other governments	6,729	3,468	10,197
Deposits and overbids	2,734	5,181	7,915
Unearned revenues	730	410	1,140
Other	40	-	40
Total liabilities	<u>32,360</u>	<u>32,565</u>	<u>64,925</u>
Deferred Inflows of Resources:			
Accounts receivable		25	25
Grants receivable	114	166	280
Special assessment receivable	-	3,957	3,957
Total deferred inflows of resources	<u>114</u>	<u>4,148</u>	<u>4,262</u>
Fund Balances:			
Nonspendable	321	2,654	2,975
Restricted	414	254,943	255,357
Committed	6	211,145	211,151
Assigned	5,309	2,319	7,628
Unassigned	115,198	(1,298)	113,900
Total fund balances	<u>121,248</u>	<u>469,763</u>	<u>591,011</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 153,722</u>	<u>\$ 506,476</u>	<u>\$ 660,198</u>

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF NET POSITION

As of September 30, 2017  
(amounts expressed in thousands)

Fund balances - total governmental funds		\$ 591,011
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the governmental funds.		
Non-depreciable governmental capital assets	736,086	
Depreciable governmental capital assets, net	1,028,356	1,764,442
Other assets are not available to pay for current period expenditures and are reported as deferred inflows in the funds.		
		4,262
Prepaid assets that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of net position under full accrual accounting.		
		2,656
Deferred outflows of resources on the loss on refunding of debt are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting.		
		1,421
Net deferred outflows (inflows) of resources related to pensions are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting.		
		121,289
Net deferred outflows (inflows) of resources related to other postemployment benefits are not recognized in the governmental funds; however, they are recorded in the statement of net position under full accrual accounting.		
		(27,297)
Long-term liabilities, including bonds payable are not due and payable in the current period and therefore are not reported in the governmental funds.		
Governmental bonds payable	(213,698)	
Accrued interest payable	(5,756)	
Capital lease payable	(4,733)	
Notes payable	(36,091)	
Net pension liability	(333,153)	
Other postemployment benefits	(481,551)	
Compensated absences	(21,338)	(1,096,320)
Deferred inflows of resources on the gain on refunding of debt are not recognized in the governmental funds however they are recorded in the statement of net position under full accrual accounting.		
		(294)
Internal service funds are used by management to charge the cost of certain activities to the individual funds.		
Assets and liabilities of the internal service funds are reported with governmental activities.		72,370
Net position of governmental activities		\$1,433,540

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
GOVERNMENTAL FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	General	Other Governmental Funds	Total Governmental Funds
<b>REVENUES</b>			
Taxes	\$ 282,682	\$ 134,092	\$ 416,774
Licenses and permits	291	9,004	9,295
Intergovernmental	70,904	31,116	102,020
Charges for services	48,569	35,966	84,535
Fines and forfeitures	140	1,233	1,373
Impact fees	-	6,455	6,455
Special assessments	-	1,174	1,174
Miscellaneous	6,101	10,336	16,437
Total revenues	408,687	229,376	638,063
<b>EXPENDITURES</b>			
Current			
General government	107,460	41,208	148,668
Public safety	206,366	26,939	233,305
Physical environment	4,125	6,733	10,858
Transportation	68	35,885	35,953
Economic environment	5,831	24,601	30,432
Human services	14,206	6,994	21,200
Culture and recreation	15,871	47,668	63,539
Capital outlay			
General government	2,241	6,779	9,020
Public safety	2,620	1,723	4,343
Physical environment	171	1,269	1,440
Transportation	-	27,369	27,369
Economic environment	21	1,483	1,504
Human services	1	7	8
Culture and recreation	392	3,299	3,691
Debt service			
Principal retirement	438	19,242	19,680
Interest and fiscal charges	129	11,693	11,822
Total expenditures	359,940	262,892	622,832
Excess (deficiencies) of revenues over (under) expenditures	48,747	(33,516)	15,231
<b>OTHER FINANCING SOURCES AND (USES)</b>			
Transfers in	6,737	152,045	158,782
Transfers out	(67,145)	(89,613)	(156,758)
Issuance of refunding debt	-	1,284	1,284
Payments to refunded debt escrow agent	-	(1,284)	(1,284)
Total other financing sources and (uses)	(60,408)	62,432	2,024
Net change in fund balances	(11,661)	28,916	17,255
Fund balances - beginning	132,909	440,847	573,756
Fund balances - ending	\$ 121,248	\$ 469,763	\$ 591,011

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
TO THE STATEMENT OF ACTIVITIES  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

Net change in fund balances - total governmental funds:		\$ 17,255
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is depreciated over their estimated useful lives.		
Expenditures for capital assets	47,375	
Less current year depreciation	<u>(60,606)</u>	(13,231)
The net effect of various miscellaneous transactions involving capital and intangible assets (i.e., disposals, transfers, donations) is to increase net position.		1,971
Prepaid expenses that are not recorded in governmental funds under the modified accrual basis of accounting are recorded in the statement of activities under full accrual accounting.		160
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds.		(1,532)
Debt proceeds provide current financial resources for governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of debt principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position. Also, governmental funds report the effect of premiums and similar items when debt is first issued. These amounts are deferred and amortized in the statement of activities.		
Long- term debt proceeds	(1,284)	
Transfer to refunding escrow agent	1,284	
Principal payments	<u>19,680</u>	19,680
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.		
Pension expense adjustment	(21,787)	
Other postemployment benefits	(18,806)	
Change in compensated absences	<u>14</u>	(40,579)
Interest on long-term debt in the statement of activities is recognized as the interest accrues, regardless of when it is due. In the governmental funds interest is recognized as an expenditure when it is due. Premiums and similar items are deferred and amortized in the statement of activities.		
Accrued interest on bonds	230	
Amortization of bond premiums, discounts, refunding gains and losses	<u>1,457</u>	1,687
Internal service funds are used by management to charge the costs of certain activities to individual funds.		
The net loss of the internal service funds is reported with governmental activities		(13,799)
Change in net position of governmental activities		<u><u>(\$28,388)</u></u>

The notes to the financial statements are an integral part of this statement.



Lee County, Florida  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
GENERAL FUND  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Budgeted Amounts		Actual Amounts	Variance with Final Budget - Positive (Negative)
	Original	Final		
<b>REVENUES</b>				
Taxes	\$ 278,586	\$ 278,586	\$ 282,682	\$ 4,096
Licenses and permits	165	165	291	126
Intergovernmental	69,324	74,962	70,580	(4,382)
Charges for services	63,501	64,001	63,609	(392)
Fines and forfeitures	156	156	140	(16)
Miscellaneous	3,922	6,145	6,315	170
Total revenues	<u>415,654</u>	<u>424,015</u>	<u>423,617</u>	<u>(398)</u>
<b>EXPENDITURES</b>				
Current				
General government	129,476	138,285	122,752	15,533
Public safety	205,148	206,569	206,366	203
Physical environment	6,186	8,101	4,125	3,976
Transportation	81	81	68	13
Economic environment	5,781	7,571	4,683	2,888
Human services	14,637	15,943	14,206	1,737
Culture and recreation	18,535	18,448	15,871	2,577
Capital outlay				
General government	635	719	2,241	(1,522)
Public safety	3,159	2,816	2,620	196
Physical environment	50	75	171	(96)
Economic environment	-	-	21	(21)
Human services	-	-	1	(1)
Culture and recreation	134	134	392	(258)
Debt service				
Principal retirement	-	438	438	-
Interest and fiscal charges	-	129	129	-
Total expenditures	<u>383,822</u>	<u>399,309</u>	<u>374,084</u>	<u>25,225</u>
Excess of revenues over expenditures	<u>31,832</u>	<u>24,706</u>	<u>49,533</u>	<u>24,827</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	206,736	211,095	209,954	(1,141)
Transfers out	(266,024)	(265,948)	(269,887)	(3,939)
Total other financing sources (uses)	<u>(59,288)</u>	<u>(54,853)</u>	<u>(59,933)</u>	<u>(5,080)</u>
Net change in fund balance	(27,456)	(30,147)	(10,400)	19,747
Fund balances - beginning	<u>131,121</u>	<u>131,121</u>	<u>131,972</u>	<u>851</u>
Fund balances - ending	<u>\$ 103,665</u>	<u>\$ 100,974</u>	<u>\$ 121,572</u>	<u>\$ 20,598</u>

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
STATEMENT OF NET POSITION  
PROPRIETARY FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Port Authority	Business-type Activities - Enterprise Funds						Governmental Activities
		Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	Internal Service Funds	
<b>ASSETS</b>								
Current Assets:								
Cash, cash equivalents and investments	\$ 121,619	\$ 143,424	\$ 45,066	\$ 82,508	\$ 5,572	\$ 398,189	\$ 83,302	
Restricted assets								
Cash, cash equivalents and investments	17,458	19,743	4,138	7,402	-	48,741	-	
Cash and cash equivalents with fiscal agent	-	-	9,616	-	-	9,616	-	
Receivables (net)	7,256	13,354	65	4,703	1,692	27,070	495	
Due from other funds	-	-	35	72	69	176	2,099	
Due from other governments	9	-	258	-	-	267	553	
Inventories	177	2,366	248	-	-	2,791	342	
Other	903	186	42	26	27	1,184	1,572	
Total current assets	147,422	179,073	99,468	94,711	7,360	488,034	88,363	
Noncurrent Assets:								
Restricted assets								
Cash, cash equivalents and investments	54,161	53,966	-	16,263	-	124,390	-	
Cash and cash equivalents with fiscal agent	17,458	11,865	2,363	6,810	-	38,496	-	
Receivables (net):	2,065	91	-	7	-	2,167	-	
Capital assets:								
Non-depreciable	199,323	170,661	44,636	31,731	10,996	457,347	3,130	
Depreciable	802,646	1,014,319	313,168	406,852	84,548	2,621,533	60,535	
Less accumulated depreciation	(297,650)	(565,538)	(128,862)	(213,528)	(26,235)	(1,231,813)	(47,672)	
Unamortized bond insurance	-	-	216	-	-	216	-	
Total noncurrent assets	778,003	685,364	231,525	248,135	69,309	2,012,336	15,993	
Total assets	925,425	864,437	290,993	342,846	76,669	2,500,370	104,356	
<b>DEFERRED OUTFLOWS OF RESOURCES</b>								
Loss on refunding of debt	6,687	3,422	1,821	320	-	12,250	-	
Unamortized pension costs and subsequent contributions	12,092	5,403	1,289	2,052	4,170	25,006	1,150	
Unamortized other postemployment benefits costs	139	98	35	30	79	381	17	
Total deferred outflows of resources	18,918	8,923	3,145	2,402	4,249	37,637	1,167	

(continued)

Lee County, Florida  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds							Governmental Activities
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	Internal Service Funds	
		11,188	13,674	271	15,291	1,174		
<b>LIABILITIES</b>								
Current liabilities:								
Contracts and accounts payable	476	892	152	359	562	2,441	141	
Accrued liabilities	4,953	-	-	-	-	4,953	-	
Refunds and rebates	7	173	10,666	6	51	10,903	797	
Due to other funds		4,314	622	571	247	6,113	175	
Due to other governments	904	9	-	19	-	932	-	
Customer deposits	854	524	-	-	-	1,378	35	
Unearned revenues	364	155	-	-	-	519	213	
Capital leases payable	-	-	-	-	-	-	13,648	
Self-insurance claims payable	1,276	88	28	27	50	1,469	20	
Compensated absences	169	125	43	48	130	515	22	
Net pension liability								
Current liabilities payable from restricted assets:								
Contracts and accounts payable	-	2,068	-	592	-	2,660	-	
Accrued liabilities	7,228	4,469	2,474	1,575	-	15,746	-	
Due to other governments	-	-	37	-	-	37	-	
Customer deposits	-	2,498	-	-	-	2,498	-	
Unearned revenues	-	-	1,738	-	-	1,738	-	
Notes payable - current	-	2,918	5,400	-	-	8,318	-	
Revenue bonds payable - current	10,230	7,790	4,105	5,235	-	27,360	-	
Total current liabilities	38,008	39,697	25,536	23,723	2,214	129,178	17,737	
Noncurrent liabilities:								
Self-insurance claims payable	-	-	-	-	-	-	11,394	
Compensated absences	362	908	284	280	517	2,351	210	
Capital leases payable	751	243	-	-	-	994	218	
Notes payable	-	53,638	-	-	-	53,638	-	
Revenue bonds payable	270,426	171,060	108,334	70,123	-	619,943	-	
Landfill closure and postclosure costs	-	-	-	15,063	-	15,063	-	
Net pension liability	29,315	14,095	3,624	5,374	11,562	63,970	2,899	
Other postemployment benefits	37,339	26,392	9,384	8,015	21,309	102,439	4,409	
Other	-	353	-	-	-	353	-	
Total noncurrent liabilities	338,193	266,689	121,626	98,855	33,388	858,751	19,130	
Total liabilities	376,201	306,386	147,162	122,578	35,602	987,929	36,867	

(continued)

Lee County, Florida  
**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds						Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	
<b>DEFERRED INFLOWS OF RESOURCES</b>							
Gain on refunding of debt	-	-	236	-	-	236	-
Unamortized pension costs	1,811	967	272	371	855	4,276	191
Unamortized other postemployment benefits costs	11,712	8,278	2,943	2,514	6,684	32,131	1,383
Total deferred inflows of resources	<u>13,523</u>	<u>9,245</u>	<u>3,451</u>	<u>2,885</u>	<u>7,539</u>	<u>36,643</u>	<u>1,574</u>
<b>NET POSITION</b>							
Net investment in capital assets	448,118	375,481	112,634	157,304	68,910	1,162,447	15,382
Restricted							
Capital projects	47,954	50,666	-	-	-	98,620	-
Debt service	10,239	8,968	9,509	5,239	-	33,955	-
Renewal and replacement	500	18,997	2,363	4,260	-	26,120	-
Unrestricted (deficit)	47,808	103,617	19,019	52,982	(31,133)	192,293	51,700
Total net position	<u>\$ 554,619</u>	<u>\$ 557,729</u>	<u>\$ 143,525</u>	<u>\$ 219,785</u>	<u>\$ 37,777</u>	<u>\$ 1,513,435</u>	<u>\$ 67,082</u>

Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds  
Net position of business-type activities

(5,288)  
\$ 1,508,147

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds						Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	
<b>OPERATING REVENUES</b>							
User fees	\$ 49,901	\$ 110,032	\$ -	\$ 71,950	\$ 3,822	\$ 235,705	\$ 125,128
Tolls	-	42,818	-	-	-	42,818	-
Rentals and franchise fees	6,177	218	-	2,464	148	9,007	-
Concessions	45,395	-	-	-	-	45,395	-
Miscellaneous	306	1,771	1,547	9,591	45	13,260	-
Total operating revenues	101,779	112,021	44,365	84,005	4,015	346,185	125,128
Less: Rebates	(3,482)	-	-	-	-	(3,482)	-
Net operating revenues	98,297	112,021	44,365	84,005	4,015	342,703	125,128
<b>OPERATING EXPENSES</b>							
Salaries and wages	23,424	15,106	3,472	5,513	11,164	58,679	2,666
Employee benefits	13,466	7,755	2,634	3,807	7,499	35,161	1,983
Contractual services, materials and supplies	32,349	23,870	1,993	61,998	3,025	123,235	19,082
Utilities	4,502	5,870	257	638	394	11,661	2,175
Repairs and maintenance	3,228	3,619	322	2,598	1,550	11,317	4,330
Insurance	1,559	693	786	387	464	3,889	5,106
Insurance claims	-	-	-	-	-	-	103,164
Other	2,139	3,319	819	967	930	8,174	714
Depreciation	23,244	44,880	7,553	14,462	4,501	94,640	3,450
Total operating expenses	103,911	105,112	17,836	90,370	29,527	346,756	142,670
Operating income (loss)	(5,614)	6,909	26,529	(6,365)	(25,512)	(4,053)	(17,542)
<b>NON-OPERATING REVENUES (EXPENSES)</b>							
Investment earnings	1,977	1,855	412	894	72	5,210	597
Taxes	-	-	-	1,864	-	1,864	-
Grants	344	-	-	(1,394)	6,368	5,318	(106)
Interest expense	(14,322)	(4,896)	(3,654)	(1,572)	(12)	(24,456)	(15)
Excess fees - City of Sanibel	-	-	(1,669)	-	-	(1,669)	-
Gain (loss) on disposal of capital assets	335	(153)	(1)	(192)	119	108	377
Passenger facility charges	17,104	-	-	-	-	17,104	-
Other revenues	2	943	965	-	11	1,921	336
Other expenses	(2)	(446)	(1)	(2,195)	(7)	(2,651)	-
Total non-operating revenues (expenses)	5,438	(2,697)	(3,948)	(2,595)	6,551	2,749	1,189

(continued)

Lee County, Florida  
**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-type Activities - Enterprise Funds					Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	
Income (loss) before contributions and transfers	(176)	4,212	22,581	(8,960)	(18,961)	(1,304)
Capital grants and contributions	28,255	23,741	-	-	3,118	55,114
Transfers in	-	-	-	17	12,441	12,458
Transfers out	-	-	(12,319)	-	-	(12,319)
Total contributions and transfers	28,255	23,741	(12,319)	17	15,559	55,253
Change in net position	28,079	27,953	10,262	(8,943)	(3,402)	53,949
Total net position - beginning as restated	526,540	529,776	133,263	228,728	41,179	1,459,486
Total net position - ending	\$ 554,619	\$ 557,729	\$ 143,525	\$ 219,785	\$ 37,777	\$ 1,513,435
					Change in net position	53,949
					Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds	(4,717)
					Change in net position of business-type activities	\$ 49,232

The notes to the financial statements are an integral part of this statement.

Lee County, Florida  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-Type Activities - Enterprise Funds					Total Enterprise Funds	Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit		
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>							
Receipts from customers and users	\$ 96,437	\$ 111,605	\$ 45,081	\$ 84,443	\$ 4,026	\$ 341,592	\$ 13,781
Receipts from interfund services provided	-	-	-	-	-	-	109,797
Cash received from customer deposits	196	891	-	5	-	1,092	-
Cash returned from customer deposits	(35)	(4,417)	-	-	-	(4,452)	-
Payments to suppliers	(45,408)	(25,347)	(3,809)	(57,795)	(4,519)	(136,878)	(132,253)
Payments to employees	(28,093)	(17,095)	(4,005)	(6,157)	(13,028)	(68,378)	(3,174)
Payments for interfund services used	(5,618)	(7,109)	(1,410)	(2,015)	(5,052)	(21,204)	(915)
Net cash provided by (used in) operating activities	<u>17,479</u>	<u>58,528</u>	<u>35,857</u>	<u>18,481</u>	<u>(18,573)</u>	<u>111,772</u>	<u>(12,764)</u>
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>							
Non-capital grants received	351	37	-	-	7,254	7,642	-
Non-capital grants issued	-	-	(1,690)	(1,394)	-	(3,084)	(106)
Transfers in	-	-	-	17	12,426	12,443	2,000
Transfers out	-	-	(11,182)	-	-	(11,182)	(4,163)
Net cash provided by (used in) noncapital financing activities	<u>351</u>	<u>37</u>	<u>(12,872)</u>	<u>(1,377)</u>	<u>19,680</u>	<u>5,819</u>	<u>(2,269)</u>
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>							
Proceeds from capital debt	-	15,919	-	-	-	15,919	-
Proceeds from special assessments	-	93	-	-	-	93	-
Proceeds from capital grants	32,867	14,621	-	-	8,251	55,739	-
Proceeds from passenger facilities charges	17,283	-	-	-	-	17,283	-
Capital asset purchases	(35,807)	(86,594)	(251)	(3,119)	(6,290)	(132,061)	(3,021)
Principal paid on bonds, loans, leases, and interfund loans	(10,112)	(10,681)	(9,295)	-	(589)	(30,677)	(208)
Interest paid on bonds, loans, leases, and interfund loans	(14,725)	(9,480)	(5,054)	(1,724)	(12)	(30,995)	(15)
Proceeds from sale of capital assets	430	103	-	119	148	800	399
Net cash provided by (used in) capital and related financing activities	<u>(10,064)</u>	<u>(76,019)</u>	<u>(14,600)</u>	<u>(4,724)</u>	<u>1,508</u>	<u>(103,899)</u>	<u>(2,845)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>							
Interest on investments	1,977	1,795	379	766	67	4,984	566
Net cash provided by investing activities	<u>1,977</u>	<u>1,795</u>	<u>379</u>	<u>766</u>	<u>67</u>	<u>4,984</u>	<u>566</u>
Net increase (decrease) in cash and cash equivalents and investments	9,743	(15,659)	8,764	13,146	2,682	18,676	(17,312)
Cash and cash equivalents at beginning of year	200,953	244,657	52,419	99,837	2,890	600,756	100,614
Cash and cash equivalents at end of year	<u>\$ 210,696</u>	<u>\$ 228,998</u>	<u>\$ 61,183</u>	<u>\$ 112,983</u>	<u>\$ 5,572</u>	<u>\$ 619,432</u>	<u>\$ 83,302</u>
<b>Classified as:</b>							
<b>Current assets</b>							
Cash, cash equivalents and investments	\$ 121,619	\$ 143,424	\$ 45,066	\$ 82,508	\$ 5,572	\$ 398,189	\$ 83,302
Restricted assets	17,458	19,743	13,754	7,402	-	58,357	-
<b>Non-current</b>							
Restricted assets	71,619	65,831	2,363	23,073	-	162,886	-
<b>Totals</b>	<u>\$210,696</u>	<u>\$228,998</u>	<u>\$ 61,183</u>	<u>\$ 112,983</u>	<u>\$ 5,572</u>	<u>\$ 619,432</u>	<u>\$ 83,302</u>

(continued)

Lee County, Florida  
STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Business-Type Activities - Enterprise Funds						Governmental Activities Internal Service Funds
	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non-Major Transit	Total Enterprise Funds	
<b>NONCASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES</b>							
Decrease in fair value of investments	\$ -	\$ (363)	\$ (77)	\$ (160)	\$ (8)	\$ (608)	\$ (132)
Purchase of capital assets on account	4,279	5,436	53	368	455	10,591	179
Contributions of capital assets	-	9,120	-	-	-	9,120	-
Loss on disposal of capital assets	(94)	(257)	(1)	(311)	(35)	(698)	(22)
Capital interest and service fee paid directly to State from debt proceeds	-	368	-	-	-	368	-
<b>RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:</b>							
Operating income (loss)	\$ (5,614)	\$ 6,909	\$ 26,529	\$ (6,365)	\$ (25,512)	\$ (4,053)	\$ (17,542)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:							
Depreciation	23,244	44,880	7,553	14,462	4,501	94,640	3,450
Other revenues	2	943	965	1,864	11	3,785	337
(Increase) decrease in accounts receivable	(997)	(1,352)	-	(1,537)	-	(3,886)	(124)
(Increase) decrease in due from other funds	-	2	13	111	-	126	(1,751)
(Increase) decrease in due from other governments	-	-	(207)	-	-	(207)	(47)
(Increase) in inventories	(13)	(305)	(9)	-	-	(327)	(41)
(Increase) decrease in other assets	333	(88)	21	(7)	7	266	(709)
Increase (decrease) in contracts and accounts payable	(1,928)	5,352	7	7,006	435	10,872	335
Increase (decrease) in accrued liabilities	65	397	39	186	196	883	(117)
Increase in refunds and rebates	163	-	-	-	-	163	-
Increase in due to other funds	-	135	18	1	41	195	788
Increase in due to other governments	72	3,788	30	229	91	4,210	51
Increase (decrease) in customer deposits	161	(3,526)	-	5	-	(3,360)	-
Increase (decrease) in unearned revenues	(1,029)	157	(55)	-	-	(927)	35
Increase (decrease) in compensated absences	132	65	46	15	19	277	30
Increase in net pension liability and related deferred outflows/inflows of resources	2,298	878	41	601	624	4,442	459
Increase in other postemployment benefits and related deferred outflows/inflows of resources	590	293	866	740	1,014	3,503	431
Increase in other liabilities	-	-	-	1,170	-	1,170	1,651
Total adjustments	23,093	51,619	9,328	24,846	6,939	115,825	4,778
Net cash provided by (used in) operating activities	\$ 17,479	\$ 58,528	\$ 35,857	\$ 18,481	\$ (18,573)	\$ 111,772	\$ (12,764)

The notes to the financial statements are an integral part of this statement.

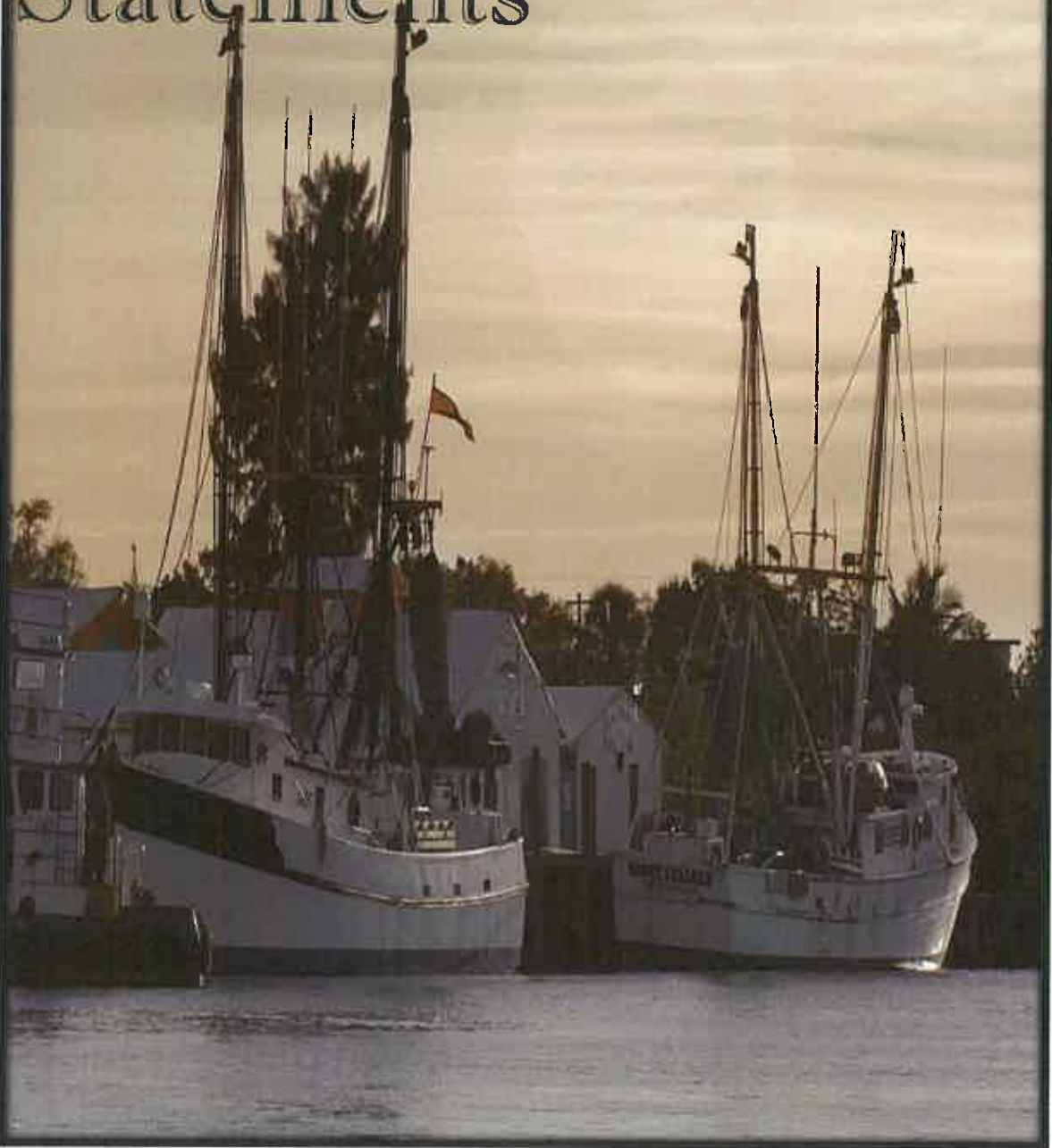


Lee County, Florida  
STATEMENT OF FIDUCIARY NET POSITION  
AGENCY FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

ASSETS	
Cash, cash equivalents and investments	\$ 37,066
Accounts receivable (net)	8
Due from other governments	2,813
Total Assets	39,887
LIABILITIES	
Contracts and accounts payable	59
Due to individuals	942
Due to other governments	18,220
Bonds and deposits	20,666
Total Liabilities	\$ 39,887

The notes to the financial statements are an integral part of this statement.

# Notes to the Financial Statements



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

Index to Notes to Basic Financial Statements

Accounts Receivable- Defined.....	54	Interfund Transactions.....	67
Agency Funds Description.....	52	Internal Service Funds Description.....	51
Arbitrage Rebate Payable.....	76	Inventory- Defined.....	54
Assets, Liabilities, Deferred Outflows/Inflows of Resources, and Net Position or Equity.....	52	Landfill Closure & Postclosure Liability.....	93
Blended Component Unit.....	49	Leases.....	69
Bond Resolutions.....	73	Lee County Sheriff Health Care Plan.....	84
Budgetary Information.....	52	Litigation.....	94
Budgets and Budgetary Accounting.....	52	Long-term Obligations.....	69
Capital Asset Activity.....	63	Long-term Debt- Changes In.....	77
Capital Assets- Defined.....	54	Measurement Focus, Basis of Accounting, and Financial Statement Presentation.....	50
Capital Lease Obligations- Defined.....	55	Net Position- Defined.....	56
Capital Leases.....	69	Non-major Governmental Funds Description.....	51
Capitalized Interest.....	66	Non-major Enterprise Funds Description.....	51
Cash, Cash Equivalents and Investments- Defined.....	52	Notes Payable.....	73
Cash, Cash Equivalents and Investments.....	58	Notes Payable- Debt Service Requirements.....	76
Change in Accounting Principle.....	94	Operating Leases.....	69
Commitments and Contingencies.....	93	Other Postemployment Benefits.....	82
Compensated Absences- Defined.....	55	Pensions- Defined.....	56
Compliance with Finance Related Legal and Contractual Provisions.....	57	Port Authority Fund Description.....	51
Concentration of Credit Risk.....	62	Prepaid Items- Defined.....	54
Construction Commitments.....	66	Property Taxes.....	57
Credit Risk.....	60	Receivables.....	62
Custodial Credit Risk.....	61	Reporting Entity.....	49
Defeased Bonds.....	73	Retiree Health Insurance Subsidy Program (HIS Plan).....	89
Deferred Inflows of Resources-Defined.....	55	Retirement Plans.....	86
Deferred Outflows of Resources-Defined.....	55	Revenue Bonds.....	69
Deficit Fund Balance.....	58	Revenue Bonds- Debt Service Requirements.....	72
Defined Benefit Pension Plans.....	86	Risk Management.....	92
Defined Contribution Plan.....	91	Segment Information- Port Authority.....	80
Depreciation Expense.....	66	Self-Insurance Claims Payable.....	76
Detail Notes on All Funds.....	58	Solid Waste Fund Description.....	51
Difference Between Budgeted and Actual Results.....	57	Stewardship, Compliance, and Accountability.....	57
Due From/Due To- Defined.....	54	Subsequent Events.....	94
Fair Value.....	60	Summary of Significant Accounting Policies.....	49
Florida Retirement System Pension Plan (FRS Plan).....	86	Transportation Facilities Fund Description.....	51
Fund Balances- Defined.....	56	Unamortized Bond Premiums and Discounts- Defined.....	55
General Fund Description.....	51	Unearned Revenues- Defined.....	55
Group Health Program for Lee County.....	82	Use of Estimates.....	52
Governmental Fund Balances.....	68	Variable Debt.....	73
Government-Wide and Fund Financial Statements- Description.....	49	Water & Wastewater Fund Description.....	51
Interest Rate Risk.....	61		

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

NOTE I. SUMMARY OF SIGNIFICANT  
ACCOUNTING POLICIES

*Reporting Entity*

Lee County ("the County") was founded in 1887 as a political subdivision of the State of Florida established by Article VIII, Section 1(f), *Florida Constitution*. In 1996 by adoption of Lee County Ordinance No. 96-01 the County became a charter county as allowed by Article VIII, Section 1(c), *Florida Constitution*, and Chapter 125.82, *Florida Statutes*. Pursuant to Article VIII, Section 1(g), *Florida Constitution*, as a charter county the County has all powers of self-government not inconsistent with general law, or with special law approved by vote. It also gives the County authority to enact ordinances that are not inconsistent with general law.

The County is governed by an elected Board of County Commissioners ("the Board"), which is governed by Title XI, Chapters 124-164, *Florida Statutes*, and regulations. In addition to the members of the Board, there are five elected Constitutional Officers: Clerk of Circuit Court, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector. The Constitutional Officers maintain separate accounting records and budgets.

The accompanying financial statements present the financial position and results of operations of the entity as a whole, by major fund, and non-major funds in aggregate, that are governed by the Board and the Constitutional Officers of Lee County, Florida.

As required by generally accepted accounting principles ("GAAP"), the financial statements of the reporting entity include those of Lee County (the primary government) and its component units. A component unit is a legally separate organization for which the elected officials of the primary government are financially accountable. In addition, a component unit may be another organization for which the nature and significance of its relationship with a primary government is such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

The departments and divisions, of the Board and the Constitutional Officers as well as the Lee County Port Authority ("the Port Authority"), a blended component unit, are included in Lee County's *Comprehensive Annual Financial Report*.

*Blended Component Unit*

The Port Authority is a dependent political subdivision of the County as defined in Chapter 189, *Florida Statutes*. The Port Authority was created by Chapter 63-1541, *Laws of Florida*, and by adoption of Resolution No. PA-87-8-9. The legal authority by which the Port Authority operates is found in Chapter 63-1541, *Laws of Florida*, and Chapters 125 and 332, *Florida Statutes*. The Port Authority is included in the County's reporting entity as a blended component unit due to the significance of the operational and financial relationships with the County.

Although it is a legally separate agency, financial support has been pledged and its financial and operational policies may be significantly influenced by the County. The Board of Port Commissioners is substantively the same governing body as the Board of County Commissioners. The Port Authority is accounted for as if it was a part of the County's operations and reported as a County Enterprise Fund.

Complete financial statements of the Port Authority component unit can be obtained as follows:

Lee County Port Authority  
11000 Terminal Access Road, Suite 8671  
Fort Myers, Florida 33913

*Government-Wide and Fund Financial  
Statements*

The government-wide financial statements and the major-fund financial statements along with the notes to the financial statements comprise the basic financial statements. The government-wide financial statements (the statement of net position and the statement of activities) concentrate on the County as a whole and do not emphasize fund types

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

but rather a governmental or a business-type classification, which are presented in separate columns. The governmental activities and business-type activities comprise the primary government. Neither fiduciary funds nor component units that are fiduciary in nature are included. General governmental and inter-governmental revenues support the governmental activities, whereas the business-type activities are primarily supported by user fees and charges for services. The purpose of the government-wide financial statements is to allow the user to be able to determine if the County is in a better or worse financial position than the prior year.

The statement of activities reflects the expenses of a given function or program, which are offset by program revenues. Program revenues are defined as charges for services, operating grants and contributions, and capital grants and contributions directly associated with a given function. Taxes are reported under general revenue.

The County's major funds are presented in separate columns on the governmental fund financial statements and the proprietary fund financial statements. The definition of a major fund is one that meets certain criteria set-forth in Governmental Accounting Standards Board Statement Number 34, *Basic Financial Statements- and Management's Discussion and Analysis- for State and Local Governments* ("GASB 34"). The funds that do not meet the criteria of a major fund are considered non-major funds and are combined into a single column on the fund financial statements.

The County allocates indirect expenses and therefore reports this allocation in a separate column on the government-wide statement of activities.

The effect of interfund activity has been removed from the government-wide financial statements.

Internal service fund activity is reported in full on the proprietary fund financial statements. The internal service funds are combined and thus reported in a single summary column on the proprietary fund financial statements. However, the internal service fund activity has been eliminated -

except for the outside activity - and is combined with the governmental activities on the government-wide financial statements. The outside activities are premiums paid from outside entities for insurance, employee's portion of insurance, auto and equipment repair, and participating governments in the radio program for the government communications network.

*Measurement Focus, Basis of Accounting, and Financial Statement Presentation*

The accounts of the County are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, deferred outflows/inflows of resources, fund equity or net position, revenues, and expenditures or expenses, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled.

Basis of accounting refers to when revenues and expenditures, or expenses, are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

The government-wide financial statements are prepared on a full accrual basis using the economic resources measurement focus, as are the proprietary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred. Property taxes are recognized in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all of the eligibility requirements have been met. Fiduciary fund financial statements are also prepared on an accrual basis.

Proprietary funds record both operating and non-operating revenues and expenses. Operating revenues are those that are obtained from the

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

operations of the proprietary fund that include user fees, tolls, rental and franchise fees, and concessions. Non-operating revenues are not related to the operations of the proprietary fund and include taxes, interest earnings, grants, and passenger facility charges. Operating expenses represent the cost of operations, which includes depreciation. Non-operating expenses, such as interest expense, are not related to operations.

Governmental fund financial statements are prepared on the modified accrual basis using the current financial resources measurement focus. Under the modified accrual basis, revenues are recognized when they become measurable and available as net current assets. The County considers all revenues, except grants, available if they are collected within sixty days after year-end. Grants are recorded as earned if collected within ninety days after year-end. Primary revenues, such as property taxes, special assessments, inter-governmental revenues, charges for services, sales and franchise taxes, rents, and interest are treated as susceptible to accrual under the modified accrual basis and so have been recognized as revenues. Expenditures reported in governmental fund financial statements are generally recognized under the modified accrual basis of accounting when the related fund liability is incurred. An exception to this general rule includes principal and interest on general long-term debt, which is recognized when due, and compensated absences which are accrued when matured.

When both restricted and unrestricted resources are available, restricted resources will be used first for incurred expenses, and then unrestricted as needed. When using the unrestricted resources, committed amounts would be reduced first, followed by assigned amounts, and then unassigned amounts when expenditures are incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

The County reports the following major fund in the governmental fund financial statements:

*General Fund*

The General Fund is the general operating fund of the County that is used to account for all financial

resources, except those required to be accounted for in another fund.

The County reports the following major funds in the proprietary fund financial statements:

*Port Authority*

The Lee County Port Authority is used to account for the activities related to the operation of the County owned aviation facilities, including Southwest Florida International Airport and Page Field General Aviation Airport.

*Water and Wastewater*

The Lee County Water and Wastewater System is used to account for the activities related to the operation of the County owned water and wastewater system.

*Transportation Facilities*

The Lee County Transportation Facilities fund is used to account for the activities related to the operation of the County owned bridges connecting Sanibel and Captiva Islands to the mainland and the Cities of Cape Coral and Fort Myers.

*Solid Waste*

The Lee County Solid Waste System is used to account for the provision of refuse disposal facilities to the general public.

The County reports the following other fund types:

*Non-major Governmental Funds*

The non-major governmental funds are a combination of special revenue, debt service, and capital projects.

*Non-major Enterprise Funds*

The only non-major enterprise fund is Lee County Transit. Lee County Transit is used to account for the activities related to the operation of the Lee Tran bus system, a countywide public transportation service.

*Internal Service Funds*

The internal service funds are used to account for data processing, risk management, health, dental and liability self-insurance, radio communications,

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

and fleet management services on a cost reimbursement basis.

*Agency Funds*

The agency funds are used to account for assets collected and held by the County as an agent for individuals, organizations, or other governments, such as fire impact fees, school impact fees for the Lee County School Board, or license plate tag fees collected on behalf of the State of Florida.

*Use of Estimates*

The preparation of the financial statements requires management to make a number of estimates and assumptions relating to the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources and the disclosure of contingent assets at the date of the financial statements. Preparation of the financial statements also requires management to make a number of estimates and assumptions relating to the reported amounts of revenues and expenditures during the period. Actual results could differ from those estimates.

*Budgetary Information*

*Budgets and Budgetary Accounting*

Budgets have been adopted by the Board for all Board funds except for agency funds. The budgets of the Property Appraiser and the Tax Collector are approved by the Florida Department of Revenue. The Sheriff and Supervisor of Elections prepare budgets for their general funds, which are submitted to and approved by the Board. The Clerk of Circuit Court (to the extent of her function as ex-officio Clerk to the Board) prepares a budget for her general fund (noncourt-related activities), which is submitted to and approved by the Board. In addition, the Clerk prepares a portion of her noncourt-related and special revenue budgets based on anticipated fees. The Clerk also prepares a court-related budget, which is submitted to and approved by the Florida State Legislature in the General Appropriations Act. No budget is prepared for the

Property Appraiser's special revenue fund, and the Sheriff's special revenue and internal service funds.

Capital projects costs are budgeted in the year they are anticipated to be obligated. In subsequent years, the unused budget is reappropriated until the project is completed. Proprietary funds are budgeted on a basis consistent with GAAP, except that capital and debt related transactions are based upon cash receipts and disbursements. Estimated beginning fund balances are considered in the budgetary process. Differences between estimated beginning fund balances and actual fund balances, if material, are submitted to the Board as budget amendments. The annual budgets serve as the legal authorization for expenditures. Expenditures cannot legally exceed the total amount budgeted for each fund. The Board must approve all budget amendments, which change the legally adopted total appropriation for a fund, or amount of a Constitutional Officers' draw. Authority to transfer budget within a fund is delegated to the County Manager or Budget Director.

If, during the fiscal year, additional revenues become available for appropriation in excess of those estimated in the budget, the Board may make supplemental appropriations by resolution for the year up to the amount of such excess. During the fiscal year the Board, in accordance with Florida Statutes, approved various supplemental appropriations. Appropriations lapse at fiscal year-end.

*Assets, Liabilities, Deferred Outflows/  
Inflows of Resources, and Net Position or  
Equity*

*Cash, Cash Equivalents, and Investments*

The County considers cash, cash equivalents, and investments to be cash on hand, demand deposits, highly liquid investments, including those held as restricted assets, with original maturities of three months or less when purchased, and those included in the internal investment pool.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

For accounting and investment purposes, the County maintains a cash and investment pool that is available for use by all funds except those whose cash and investments must be segregated due to legal or other restrictions. Investments within this pool are treated as a demand deposit account by the various funds of the County that participate. Interest earned on investments in the pool is allocated to the various funds based upon each fund's equity balance in the pool during the allocation period.

For purposes of the Statements of Cash Flows, the County considers cash and equity in pooled cash and investments (restricted and unrestricted), and restricted cash and cash equivalents with fiscal agent to be cash and cash equivalents.

The County reports all investments at fair value, with the exception of the State Board of Administration's ("SBA") Florida Local Government Surplus Trust Fund Investment Pool (Florida PRIME) which is reported at amortized cost and approximates fair value. The County also participates in the Florida Cooperative Liquid Assets Securities System (FLCLASS) investment pool and the Florida Local Government Investment Trust (FLGIT) which are measured at net asset value per share. The County categorizes its fair value measurements within the fair value hierarchy established in Governmental Accounting Standards Board Statement No. 72, "*Fair Value Measurements and Application*".

Florida PRIME is considered a qualifying external investment pool that meets all of the necessary criteria to elect to measure all of the investments at amortized cost. Therefore, the fair value of the County's position in the pool is the same as the value of the pool shares. The Florida PRIME investments are not categorized because they are not evidenced by securities that exist in physical or book entry form. Throughout the year, and as of September 30, 2017, Florida PRIME contained certain floating and adjustable rate securities. These investments represented 31.1 percent of Florida PRIME's portfolio at September 30, 2017.

In accordance with Governmental Accounting Standards Board Statement No. 79, *Certain External Investment Pools and Pool Participants*, as a participant in a qualifying external investment pool, the County should disclose the presence of any limitations or restrictions on withdrawals (such as redemption notice periods, maximum transaction amounts, and the qualifying external investment pool's authority to impose liquidity fees or redemption gates) in notes to the financial statements.

With regard to redemption gates, Section 218.409(8)(a), *Florida Statutes*, states that "The principal, and any part thereof, of each account constituting the trust fund is subject to payment at any time from the moneys in the trust fund. However, the Executive Director may, in good faith, on the occurrence of an event that has a material impact on liquidity or operations of the trust fund, for 48 hours limit contributions to or withdrawals from the trust fund to ensure that the Board can invest moneys entrusted to it in exercising its fiduciary responsibility. Such action must be immediately disclosed to all participants, the Trustees, the Joint Legislative Auditing Committee, the Investment Advisory Council, and the Participant Local Government Advisory Council. The Trustees shall convene an emergency meeting as soon as practicable from the time the Executive Director has instituted such measures and review the necessity of those measures. If the Trustees are unable to convene an emergency meeting before the expiration of the 48-hour moratorium on contributions and withdrawals, the moratorium may be extended by the Executive Director until the Trustees are able to meet to review the necessity for the moratorium. If the Trustees agree with such measures, the Trustees shall vote to continue the measures for up to an additional 15 days. The Trustees must convene and vote to continue any such measures before the expiration of the time limit set, but in no case may the time limit set by the Trustees exceed 15 days."

With regard to liquidity fees, Section 218.409(4), *Florida Statutes* provides authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount



Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

and purpose of such fees. At present, no such disclosure has been made.

As of September 30, 2017, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value.

*Accounts Receivable*

The trade accounts receivable of the County are recorded in the government-wide, governmental, and proprietary fund financial statements and are net of an allowance for doubtful accounts, which generally is equivalent to the receivables that are over 90 days, plus any amounts to be submitted to the Board of County Commissioners for write-off due to known uncollectible amounts.

Special assessment receivables that are not expected to be collected in the current year are reported as Deferred Inflows - unavailable revenue in the governmental fund statements. Delinquent special assessments receivable are expected to be recovered, ultimately through liens or foreclosures.

*Due From/Due To*

During the course of operations, the County has activity between funds for various purposes. Any residual balances at year-end are reported as due from/to other funds. While these balances are reported in the fund financial statements, any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide statement of net position as "internal balances."

*Inventory*

Inventories reported within governmental and proprietary funds consisting of materials and supplies held for consumption are valued at cost using the first-in, first-out method (FIFO). These inventories are recorded as expenditures, or expenses, as they are used (consumption method). Such inventories reported within governmental funds are classified as non-spendable. Inventory

held for resale consists of real estate holdings which the County intends to sell as part of a Neighborhood Stabilization grant program and are reported at the lower of cost or market. The inventory is classified as a restricted asset, which indicates it does not constitute available resources.

*Prepaid Items*

Some payments to vendors represent costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

*Capital Assets*

Capital assets include artwork, property, buildings, furniture, equipment, vehicles, software, easements and rights of way, and infrastructure assets. Infrastructure assets are defined as public domain capital assets such as roads, bridges, curbs and gutters, streets and sidewalks, drainage systems, lighting systems, and similar assets that are immovable and of value only to the government unit. Capital assets are reported in the government-wide financial statements in the applicable governmental or business-type activities column, as well as the proprietary fund financial statements. The threshold for capitalizing property, plant, and equipment is \$1,000. The threshold for capitalizing software and infrastructure is \$100,000. Capital assets are recorded at cost or estimated historical cost. Contributed assets are recorded at acquisition value at the time received. Depreciation is calculated using the straight-line method over the estimated useful lives of the related assets. The ranges of the useful lives are as follows:

<u>Asset</u>	<u>Years</u>
Buildings	30-50
Improvements other than buildings	6-50
Equipment	3-35
Computer Equipment	3-10
Furniture	4-20
Vehicles & rolling stock	3-12
Software	3-5
Infrastructure	20-50

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

Florida Statutes require that the Board maintain accountability for all capital assets used in operations, except those separately accounted for by the Sheriff.

#### *Capital Lease Obligations*

In the government-wide financial statements and proprietary fund financial statements, capital lease obligations and the related cost of assets acquired are reflected in the Statement of Net Position. For capital lease obligations in governmental funds, expenditure for the asset and the offsetting other financing source is reflected in the fund financial statements in the year of inception.

#### *Unearned Revenues*

Unearned revenues represent revenues collected in advance of services performed and will be recognized when the services are rendered.

#### *Compensated Absences*

The County maintains a policy that permits employees to accumulate earned but unused vacation and sick pay benefits that will be paid to employees upon separation from County service if certain criteria are met. These benefits, plus their related tax and retirement costs are classified as compensated absences. The County's policy requires employees to bank unused sick pay benefits. Both the current and long-term portion of compensated absences are accrued and reported in the government-wide and proprietary fund financial statements. The exception to this policy is the Lee County Port Authority, which has a mandatory annual buyback of unused leave. This is accounted for pursuant to GASB Statement Number 16, *Accounting for Compensated Absences*. Payments for compensated absences are made by the respective fund.

#### *Unamortized Bond Premiums and Discounts*

Bond premiums and discounts related to long-term debt are amortized over the life of the debt, principally by the effective-interest method. Notes

payable and revenue bonds payable in the government-wide and proprietary fund financial statements are shown net of unamortized discounts and premiums. Premiums and discounts related to general long-term debt in the governmental fund financial statements are recorded as expenditures or other financing sources when paid or received and, therefore, are not accounted for in subsequent periods.

#### *Deferred Outflows of Resources*

Deferred outflows of resources represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense or expenditure) until then. The deferred outflows of resources reported in the County's Statement of Net Position represents other postemployment benefit related balances for the difference between expected and actual experience, changes in actuarial assumptions, and subsequent contributions; pension related balances for changes in actuarial assumptions, the difference between expected and actual economic experience, the net difference between projected and actual earnings, changes in the proportion and differences between the County's contributions and proportionate share of contributions, and the County's contributions subsequent to the measurement date. These amounts will be recognized as increases in expense in future years. The County also reports a deferred outflow of resources for the losses on refunded debt that result from the difference in the carrying value of refunded debt and its reacquisition price. This amount is amortized using the effective-interest method in the government-wide and proprietary fund financial statements over the shorter of the life of the old bonds or the life of the new bonds.

#### *Deferred Inflows of Resources*

Deferred inflows of resources represents acquisition of resources that applies to future reporting period(s) and will not be recognized as an inflow of resource (revenue) until then. In governmental funds, revenues not received within sixty days of year-end are deferred until collected as they do not meet the availability criteria. The County currently

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

has unavailable revenue for special assessments, grants, and accounts receivables. The deferred inflows of resources reported in the County's Statement of Net Position represents other postemployment benefits related balances for changes in actuarial assumptions; pension related balances for the difference between expected and actual economic experience, and changes in the proportion and differences between the County's contributions and proportionate share of contributions relating to the Florida Retirement System Pension Plan and the Retiree Health Insurance Subsidy Program. These amounts will be recognized as reductions in expense in future years. Also included in deferred inflows of resources are gains on refunded debt that result from the difference in the carrying value of refunded debt and its reacquisition price. This amount is amortized using the effective-interest method in the government-wide and proprietary fund financial statements over the shorter of the life of the old bonds or the life of the new bonds.

### *Pensions*

In the government-wide and proprietary funds statements of net position, liabilities are recognized for the County's proportionate share of each pension plan's net pension liability. For purposes of measuring the net pension liability, deferred outflows/inflows of resources, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) defined benefit plan and the Health Insurance Subsidy (HIS) and additions to/deductions from FRS's and HIS's fiduciary net position have been determined on the same basis as they are reported by the FRS and HIS plans. For this purpose, plan contributions are recognized as of employer payroll paid dates and benefit payments and refunds of employee contributions are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

### *Net Position*

In the government-wide and proprietary fund financial statements net position is categorized as net investment in capital assets, restricted and

unrestricted. Restricted net position indicates amounts that have constraints on their use externally imposed by creditors, through debt covenants, by grantors, or by law. Restricted assets are being reported for: capital projects; debt service; inventory held for resale; special revenue funds; and renewal and replacement. The government-wide statement of net position reports \$248,222,000 of governmental activities restricted net position, of which \$229,241,000 is restricted by enabling legislation.

### *Fund Balances*

In the governmental fund financial statements the County reports fund balances as either non-spendable or spendable. Spendable fund balances are further classified in a hierarchy based on the extent to which there are external and internal constraints.

Non-spendable balances are those that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact. Criteria include items that are not expected to be converted into cash, for example inventories and prepaids. It also includes the long-term amount of loans and notes receivable, as well as property acquired for resale. However, if the use of the proceeds from the collection of those receivables or from the sale of those properties is restricted, committed, or assigned, then they should be included in the appropriate fund balance classification.

Spendable fund balances are classified as follows:

*Restricted Fund Balance* - Amounts that are constrained for a specific purpose imposed by creditors (such as through debt covenants), grantors, contributors, laws or regulations, or through constitutional provisions or enabling legislation.

*Committed Fund Balance* - Amounts constrained for a specific purpose imposed by a formal action of adopting an ordinance by the Board, the highest level of decision making authority, for the County. Once adopted, an ordinance can only be modified,

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

rescinded, or replaced in the same manner, by another ordinance of the Board.

*Assigned Fund Balance* – Amounts that are intended to be used for specific purposes as determined by the Board, but that are neither restricted nor committed. Per the Board’s administrative code, only the Board is authorized to assign fund balance.

*Unassigned Fund Balance* – Amount represents the residual fund balances for the County’s General Fund that does not meet the other fund balance classification requirements and amounts reported as deficit fund balances in other governmental funds.

**NOTE II. DIFFERENCE BETWEEN BUDGETED AND ACTUAL RESULTS**

Budgets are adopted on a basis consistent with GAAP except as follows:

- *General Fund* – Emergency Medical Services (EMS) ambulance fees are budgeted on a cash basis; the adjustment to record the remaining outstanding fees to accounts receivable for the year is not budgeted. Changes in fair market value (FMV) of investments, repayment of an advance from another fund, and inventory adjustments are not budgeted.

The following adjustments were necessary to present actual data on a budgetary basis (Non-GAAP) for the fiscal year ended September 30, 2017 (dollars in thousands):

General Fund:

Net change in fund balance (GAAP basis)	(\$11,661)
Basis Difference:	
EMS ambulance fees not reported on a cash basis	(202)
Fair market value adjustment	215
Advance not budgeted as transfer	5
Unavailable revenues	114
Expenditures associated with inventory	1,129
Net change in fund balance non-GAAP	(\$10,400)

**NOTE III. PROPERTY TAXES**

Property taxes become due and payable on November 1 of each year and are delinquent on April 1 of the following year. Discounts on property taxes are allowed for payments made prior to the April 1 delinquent date. Tax certificates for the full amount of any unpaid taxes must be sold no later than June 1 of each year. No accrual for the property tax levy becoming due in November 2017 is included in the accompanying financial statements, since such taxes are collected to finance expenditures of the subsequent period.

Procedures for collecting delinquent taxes, including applicable tax certificate sales and tax deed sales, are provided by Florida Statutes. The enforceable lien date is approximately two years after taxes become delinquent and occurs only upon request of a holder of a delinquent tax certificate. There were no significant delinquent property tax receivables at September 30, 2017.

Important dates in the property tax cycle are as follows:

- Assessment roll certified- July 1
- Millage resolution approved- no later than 95 days following receipt of the certified preliminary assessment roll
- Beginning of fiscal year for which taxes have been levied- October 1
- Taxes due and payable (levy date)- November 1
- Property taxes payable (maximum discount of 4 percent)- 30 days after levy date
- Due date- March 31
- Taxes become delinquent (lien date)- April 1
- Tax certificate sold- prior to June 1

**NOTE IV. STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY**

*Compliance with Finance Related Legal and Contractual Provisions*

Management believes there were no violations of finance related legal and contractual

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

provisions.

The Sheriff's Special Revenue fund had a deficit fund balance of \$1,239,000 due to costs incurred in the current year expected to be eligible for reimbursement in fiscal year 2018.

*Deficit Fund Balance*

At September 30, 2017, the Human Services Grant Construction Fund had a deficit fund balance of \$59,000 due to costs incurred in the current year expected to be eligible for reimbursement in fiscal year 2018.

The Self Insurance General Liability Fund had a deficit unrestricted net position balance of \$2,047,000, due to annual charges being based on estimates and adjusted in the following year.

NOTE V. DETAIL NOTES ON ALL FUNDS

*Cash and Equity in Pooled Cash and Investments, and Investments*

Investment Portfolio

As of September 30, 2017, the County had the following deposits, investments, and maturities (amounts in thousands):

Investment	Maturities	Fair Value	Call Date	Call Frequency	Rating
Cash on hand	N/A	\$ 2,048			N/A
Cash with Fiscal Agent	N/A	57,177			N/A
Demand Deposits	N/A	219,997			N/A
Local Government Investment Pool					
FLCLASS	56 days	20,262			AAAm
SBA- Florida PRIME	51 days	423,376			AAAm
Florida Local Government Investment Trust	N/A	1,999			AAAm
U.S. Treasury Note	11/30/2017	19,984			N/A
U.S. Treasury Note	4/30/2018	19,927			N/A
U.S. Treasury Note	6/30/2018	19,902			N/A
U.S. Treasury Note	7/15/2018	19,932			N/A
U.S. Treasury Note	8/31/2018	19,891			N/A
U.S. Treasury Note	10/31/2018	19,864			N/A
U.S. Treasury Note	2/28/2019	19,987			N/A
U.S. Treasury Note	5/15/2019	19,819			N/A
Federal Farm Credit	10/20/2017	19,995		Cont	N/A
Federal Farm Credit	11/17/2017	19,995			AA+
Federal Farm Credit	3/29/2018	19,965			AA+

(continued)

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Cash, Equity in Pooled Cash and Investments, and Investments (continued)*

Investment	Maturities	Fair Value	Call Date	Call Frequency	Rating
Federal Farm Credit	6/20/2018	19,941		Cont	AA+
Federal Farm Credit	11/16/2018	19,879			AA+
Federal Farm Credit	12/5/2018	19,917			AA+
Federal Farm Credit	12/27/2018	19,964		Cont	AA+
Federal Farm Credit	4/17/2019	19,960		Cont	AA+
Federal Home Loan Bank	12/8/2017	20,002			AA+
Federal Home Loan Bank	2/16/2018	19,988	11/16/2017	QTR	AA+
Federal Home Loan Bank	5/10/2018	19,962	11/10/2017	QTR	AA+
Federal Home Loan Bank	5/10/2018	19,963	11/10/2017	QTR	AA+
Federal Home Loan Bank	8/8/2017	19,932			AA+
Federal Home Loan Bank	9/28/2017	14,954			AA+
Federal Home Loan Bank	1/23/2019	19,928	12/28/2017	QTR	AA+
Federal Home Loan Bank	3/8/2019	20,009		Cont	AA+
Federal Home Loan Mortgage Corp.	1/12/2018	19,977			AA+
Federal Home Loan Mortgage Corp.	2/26/2018	19,983	11/26/2017	QTR	AA+
Federal Home Loan Mortgage Corp.	9/13/2018	19,936	12/13/2017	QTR	AA+
Federal Home Loan Mortgage Corp.	11/7/2018	19,897	11/7/2017	QTR	AA+
Federal Home Loan Mortgage Corp.	1/25/2019	19,959	10/25/2017	QTR	AA+
Federal National Mortgage Assoc.	10/26/2017	19,998			AA+
Federal National Mortgage Assoc.	7/26/2018	19,906			AA+
Federal National Mortgage Assoc.	10/19/2018	19,937			AA+
Total		\$ 1,358,112			

Reconciliation of cash, cash equivalents and investments, from the schedule of deposits and investments to the basic financial statements (dollars in thousands):

*Primary Government:*

Cash, cash equivalents and investments	\$ 837,330
Restricted cash, cash equivalents and investments	483,716

*Agency Funds:*

Cash, cash equivalents and investments	37,066
Total	\$ 1,358,112

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

*Fair Value*

The County categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on valuation inputs used to measure the fair value of the asset.

Level 1 – Valuation is based on quoted prices for identical instruments traded in active markets. At September 30, 2017, the County held no such assets.

Level 2 – Valuation is based on quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active, and model-based valuation techniques for which all significant assumptions are observable in the market.

Level 3 – Valuation is based on model-based techniques that use significant inputs and assumptions not observable in the market. These unobservable inputs and assumptions reflect the Reserve Banks’ estimates of inputs and assumptions that market participants would use in pricing the assets and liabilities. Valuation techniques include the use of option pricing models, discounted cash flow models, and similar techniques. At September 30, 2017, the County held no such assets.

The categorization of investments within the hierarchy is based upon the pricing transparency of the instrument and should not be perceived as the particular investment’s risk.

The County invests in U.S. Treasury and Agency Securities which were valued using a matrix pricing model and determined to be Level 2 inputs.

The County has the following recurring fair value measurements as of September 30, 2017 (dollars in thousands):

*Investments by fair value level (Level 2)*

Debt securities	
U.S. Treasury securities	\$ 159,306
Agency securities	473,947
Total debt securities	<u>633,253</u>
Total Investments by fair value level	<u>633,253</u>

*Investments measured at the net asset value (NAV)*

Local Government Investment Pool (FLCLASS)	20,262
Local Government Investment Trust (FLGIT)	1,999
Total investments measured at the NAV	<u>\$ 22,261</u>

*Credit Risk*

The Board’s Investment Policy (Policy) limits credit risk by restricting authorized investments for their investment portfolio to the following:

- A.) Direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by the United States Government.
- B.) U.S. Government sponsored enterprises.
- C.) U.S. Government Agencies.
- D.) Florida Local Government Surplus Funds Trust Fund.
- E.) Interest-bearing time deposits or savings accounts in banks organized under the laws of Florida, in national banks organized under the laws of the United States and doing business and situated in Florida. Savings and loan associations which are under federal law and supervision, provided deposits are secured by collateral as may be prescribed by law. The institution must be fully insured by Federal Deposit Insurance Corporation, or Federal Savings and Loan Insurance Corporation, and are approved by the State Treasurer as a qualified public depository.
- F.) Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, provided their portfolio is limited to United States Government

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

obligations and repurchase agreements fully collateralized by such United States Government obligations.

- G.) Repurchase agreements with any primary brokers/dealers that are fully collateralized by direct obligations of United States, or United States government sponsored corporation/ instrumentalities, or United States government agencies.
- H.) Bonds, notes or obligations of any state of the United States, any municipality, political subdivision, agency or authority of this state which are exempt from federal income taxation, and are rated by any nationally recognized rating agency for municipal bonds in any of the two highest classifications.
- I.) SEC - registered, no-load money market mutual funds whose portfolios consist of tax exempt securities and repurchase agreements, whose shares of the mutual fund must be rated in the highest category by a nationally recognized rating service.
- J.) Florida Local Government Investment Trust (FLGIT).
- K.) SEC registered money market mutual funds with average portfolio maturities under 120 days, whose portfolios consist of United States Government securities and repurchase agreements secured by such securities.

The Board's Policy requires that collateral for overnight and term repurchase agreements must maintain a minimum price of 101 percent on U.S. Treasuries and 102 percent on Agencies and Instrumentalities not to exceed five (5) years, and must be "marked to market" on a weekly basis. The Board's Policy also requires that the obligations of any state or municipality be rated by at least one of the nationally recognized rating agencies in any one of the two (2) highest classifications, and that investments in money market mutual funds must be rated in the highest category by a nationally recognized rating service. All credit ratings

indicated in the above table are Standard & Poor's (S&P) ratings.

The Clerk does not have a formal written investment policy and thereby is required to follow Section 218.415, *Florida Statutes*, when investing surplus funds. This statute limits investing of surplus funds to the Local Government Surplus Funds Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act of 1969, Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency, interest-bearing time deposits or savings accounts in qualified public depositories, or direct obligations of the U.S. Treasury. All other Constitutional Officers, except the Clerk, follow the guidance in Section 219.075, *Florida Statutes*, regarding the deposit of funds and the investment of surplus funds, in addition to Section 218.415, *Florida Statutes*.

#### *Custodial Credit Risk*

The Board's Policy requires that bank deposits be secured as provided by Chapter 280, *Florida Statutes*, and that the banks must be fully insured by the Federal Deposit Insurance Corporation (FDIC) or the Federal Savings and Loan Insurance Corporation (FSLIC) and approved by the State Treasurer as a public depository. At September 30, 2017, all of the County's bank deposits, including the Constitutional Officers', were in qualified public depositories.

The Board's Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and collateral, and requires that they be held in the County's name.

#### *Interest Rate Risk*

The Board's Policy requires an average minimum dollar amount equivalent to eight weeks of expenditures shall be held in a liquid investment, and securities will not be directly invested in or accepted as collateral that have a maturity date greater than five (5) years from the settlement date.



Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

*Concentration of Credit Risk*

The Board's Policy establishes limitations on portfolio composition in order to control concentration of credit risk. The Board's Policy allows 100 percent of the portfolio to be invested in United States Treasuries/Agencies, 50 percent to be invested in Local Government Surplus Funds, 20 percent to be invested in repurchase agreements, 65 percent to be invested in money market mutual funds (no individual fund family can exceed 30 percent of the overall portfolio), 30 percent to be invested in Certificate of Deposits, and 5 percent to be invested in FLGIT. No more than 25 percent of

the total portfolio can be invested with one investment company.

The portion of the County's portfolio invested in Federal instrumentalities is detailed as follows, at September 30, 2017:

Issuer	Percent of Portfolio
Federal Home Loan Bank	14.34%
Federal Home Loan Mortgage Corp	9.25%
Federal National Mortgage Association	5.55%
Federal Farm Credit Bank	14.79%
Total Federal Instrumentalities	43.93%

*Receivables*

At September 30, 2017, receivables for the County's major funds and all other funds in aggregate were as follows (dollars in thousands):

	General Fund	Non-Major Governmental Funds	Total Governmental Funds
Accounts	\$ 80,703	\$ 377	\$ 81,080
Special assessments	-	3,711	3,711
Accrued interest	186	964	1,150
Less: allowance for bad debt	(74,137)	-	(74,137)
Total net receivables	\$ 6,752	\$ 5,052	\$ 11,804

	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Non-Major Enterprise Funds	Total Enterprise Funds	Internal Service Funds
Accounts	\$ 6,850	\$ 12,580	\$ -	\$ 4,567	\$ -	\$ 23,997	\$ 388
Grants	2,721	-	-	-	1,682	4,403	-
Special assessments	-	790	-	-	-	790	-
Accrued interest	-	313	69	143	10	535	107
Less: allowance for bad debt	(250)	(238)	-	-	-	(488)	-
Total net receivables	\$ 9,321	\$ 13,445	\$ 69	\$ 4,710	\$ 1,692	\$ 29,237	\$ 495

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets*

Capital asset activity for the fiscal year ended September 30, 2017, was as follows (dollars in thousands):

	Beginning Balance	Increases	Decreases	Ending Balance
<i><u>Governmental Activities:</u></i>				
Capital assets not being depreciated:				
Artwork	\$ 324	\$ -	\$ -	\$ 324
Land	596,440	7,536	(67)	603,909
Construction in progress	31,758	40,247	(4,404)	67,601
Easements & Rights of Way	66,659	-	-	66,659
Software in progress	481	248	(6)	723
Total capital assets not being depreciated	<u>695,662</u>	<u>48,031</u>	<u>(4,477)</u>	<u>739,216</u>
Capital assets being depreciated:				
Buildings	595,342	390	(1,783)	593,949
Improvements other than buildings	227,216	271	(287)	227,200
Machinery and equipment	276,282	10,756	(9,231)	277,807
Software	16,537	6	-	16,543
Infrastructure	757,247	1,542	(5,791)	752,998
Total capital assets being depreciated	<u>1,872,624</u>	<u>12,965</u>	<u>(17,092)</u>	<u>1,868,497</u>
Less accumulated depreciation for:				
Buildings	176,766	12,775	(1,337)	188,204
Improvements other than buildings	108,031	14,206	(286)	121,951
Machinery and equipment	191,819	16,654	(8,616)	199,857
Software	14,334	632	-	14,966
Infrastructure	284,539	19,789	(2,028)	302,300
Total accumulated depreciation	<u>775,489</u>	<u>64,056</u>	<u>(12,267)</u>	<u>827,278</u>
Total capital assets being depreciated, net	<u>1,097,135</u>	<u>(51,091)</u>	<u>(4,825)</u>	<u>1,041,219</u>
Total governmental activities capital assets, net	<u>\$ 1,792,797</u>	<u>\$ (3,060)</u>	<u>\$ (9,302)</u>	<u>\$ 1,780,435</u>

*Business-Type Activities:*

Capital assets not being depreciated:

Artwork

Port Authority	\$ 293	\$ -	\$ -	\$ 293
Total Artwork	<u>293</u>	<u>-</u>	<u>-</u>	<u>293</u>

Land

Port Authority	132,659	-	-	132,659
Water and Wastewater	26,488	-	-	26,488
Transportation Facilities	30,367	-	-	30,367
Solid Waste	27,150	-	-	27,150
Other non-major - Transit	9,099	-	-	9,099
Total land	<u>225,763</u>	<u>-</u>	<u>-</u>	<u>225,763</u>

Software in progress

Other non-major - Transit	689	420	(1,102)	7
Total software in progress	<u>689</u>	<u>420</u>	<u>(1,102)</u>	<u>7</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets (continued)*

	Beginning Balance	Increases	Decreases	Ending Balance
<i><u>Business-Type Activities (continued):</u></i>				
Construction in progress				
Port Authority	47,895	35,792	(17,419)	66,268
Water and Wastewater	68,886	86,508	(16,595)	138,799
Transportation Facilities	39	111	-	150
Solid Waste	3,486	2,612	(1,517)	4,581
Other non-major - Transit	588	1,358	(56)	1,890
Total construction in progress	<u>120,894</u>	<u>126,381</u>	<u>(35,587)</u>	<u>211,688</u>
Easements & rights of way				
Port Authority	45	58	-	103
Water and Wastewater	5,374	-	-	5,374
Transportation Facilities	14,119	-	-	14,119
Total Easements and Rights of Way	<u>19,538</u>	<u>58</u>	<u>-</u>	<u>19,596</u>
Total capital assets not being depreciated	<u>367,177</u>	<u>126,859</u>	<u>(36,689)</u>	<u>457,347</u>
Capital assets being depreciated:				
Buildings				
Port Authority	348,979	2,524	(89)	351,414
Water and Wastewater	54,691	3,046	-	57,737
Transportation Facilities	11,185	-	-	11,185
Solid Waste	121,208	1,517	(286)	122,439
Other non-major - Transit	40,328	-	-	40,328
Total buildings	<u>576,391</u>	<u>7,087</u>	<u>(375)</u>	<u>583,103</u>
Improvements other than buildings				
Port Authority	22,726	-	-	22,726
Water and Wastewater	425,331	18,873	(320)	443,884
Transportation Facilities	5,045	-	-	5,045
Solid Waste	34,976	-	-	34,976
Other non-major - Transit	2,146	47	(51)	2,142
Total improvements other than buildings	<u>490,224</u>	<u>18,920</u>	<u>(371)</u>	<u>508,773</u>
Machinery and equipment				
Port Authority	73,423	9,180	(385)	82,218
Water and Wastewater	131,250	3,155	(1,032)	133,373
Transportation Facilities	5,745	191	(118)	5,818
Solid Waste	219,391	665	(863)	219,193
Other non-major - Transit	41,646	1,591	(2,199)	41,038
Total machinery and equipment	<u>471,455</u>	<u>14,782</u>	<u>(4,597)</u>	<u>481,640</u>
Software				
Port Authority	3,460	-	-	3,460
Water and Wastewater	-	2,217	-	2,217
Transportation Facilities	482	-	-	482
Other non-major - Transit	334	570	-	904
Total software	<u>4,276</u>	<u>2,787</u>	<u>-</u>	<u>7,063</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets (continued)*

	Beginning Balance	Increases	Decreases	Ending Balance
<i>Business-Type Activities (continued):</i>				
Infrastructure				
Port Authority	336,039	6,789	-	342,828
Water and Wastewater	377,540	75	(507)	377,108
Transportation Facilities	290,638	-	-	290,638
Solid Waste	30,239	5	-	30,244
Other non-major - Transit	136	-	-	136
Total infrastructure	<u>1,034,592</u>	<u>6,869</u>	<u>(507)</u>	<u>1,040,954</u>
Total capital assets being depreciated	<u>2,576,938</u>	<u>50,445</u>	<u>(5,850)</u>	<u>2,621,533</u>
Less accumulated depreciation for:				
Buildings				
Port Authority	84,423	7,084	-	91,507
Water and Wastewater	18,268	1,133	-	19,401
Transportation Facilities	5,863	252	-	6,115
Solid Waste	66,675	3,515	(28)	70,162
Other non-major - Transit	3,561	778	-	4,339
Total buildings	<u>178,790</u>	<u>12,762</u>	<u>(28)</u>	<u>191,524</u>
Improvements other than buildings				
Port Authority	14,073	1,442	-	15,515
Water and Wastewater	236,250	22,765	(222)	258,793
Transportation Facilities	3,341	212	-	3,553
Solid Waste	17,159	1,740	-	18,899
Other non-major - Transit	840	142	(24)	958
Total improvements other than buildings	<u>271,663</u>	<u>26,301</u>	<u>(246)</u>	<u>297,718</u>
Machinery and equipment				
Port Authority	32,636	6,402	(380)	38,658
Water and Wastewater	68,849	8,271	(870)	76,250
Transportation Facilities	4,379	192	(118)	4,453
Solid Waste	107,595	8,208	(810)	114,993
Other non-major - Transit	19,220	3,495	(2,198)	20,517
Total machinery and equipment	<u>232,679</u>	<u>26,568</u>	<u>(4,376)</u>	<u>254,871</u>
Software				
Port Authority	3,120	92	-	3,212
Water and Wastewater	-	443	-	443
Transportation Facilities	480	-	-	480
Other non-major - Transit	332	83	-	415
Total software	<u>3,932</u>	<u>618</u>	<u>-</u>	<u>4,550</u>
Infrastructure				
Port Authority	140,534	8,224	-	148,758
Water and Wastewater	198,387	12,269	(5)	210,651
Transportation Facilities	107,364	6,897	-	114,261
Solid Waste	8,475	999	-	9,474
Other non-major - Transit	3	3	-	6
Total infrastructure	<u>454,763</u>	<u>28,392</u>	<u>(5)</u>	<u>483,150</u>
Total accumulated depreciation	<u>1,141,827</u>	<u>94,641</u>	<u>(4,655)</u>	<u>1,231,813</u>
Total capital assets being depreciated, net	<u>1,435,111</u>	<u>(44,196)</u>	<u>(1,195)</u>	<u>1,389,720</u>
Total business-type activities capital assets, net	<u>\$ 1,802,288</u>	<u>\$ 82,663</u>	<u>\$ (37,884)</u>	<u>\$ 1,847,067</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Capital Assets (continued)*

Interest costs related to construction are capitalized. Net interest expense capitalized for the year ended September 30, 2017, was \$4,039,000.

Depreciation expense was charged to functions as follows (dollars in thousands):

<i>Governmental activities:</i>		<i>Business-type activities:</i>	
General government	\$ 16,651	Port Authority	\$ 23,244
Public safety	7,881	Water and Wastewater	53,736
Physical environment	2,160	Transportation Facilities	7,553
Transportation	23,718	Solid Waste	14,462
Economic environment	333	Other non-major Transit	4,501
Human services	116	Total depreciation for	
Culture and recreation	13,197	business-type activities	<u>\$ 103,496</u>
Total depreciation for			
governmental activities	<u>\$ 64,056</u>		

Note: Total depreciation expense by function may not agree with the related disclosed accumulated depreciation because of asset transfers. Asset transfers may occur between asset categories such as Improvements Other Than Buildings and Infrastructure. The related accumulated depreciation for the asset transfer is reported in the Increase and/or Decrease columns on the schedule of capital assets; therefore, the increase in accumulated depreciation can be different from the current year's depreciation.

*Construction Commitments*

The County has active construction projects as of September 30, 2017. The significant commitments for remaining contracts were as follows (dollars in thousands):

	<u>Contract Amount</u>	<u>Amount Spent-to-date</u>	<u>Remaining Commitment</u>	<u>Retainage</u>
Port Authority	\$ 73,929	\$ 66,344	\$ 7,585	\$ 1,722
Water and Wastewater	109,047	34,852	74,195	2,795
Solid Waste	4,919	3,531	1,388	101
Culture & recreation	2,082	1,863	219	35
Transportation	109,892	58,468	51,424	2,440
Other	11,316	8,356	2,960	142
Total	<u>\$ 311,185</u>	<u>\$ 173,414</u>	<u>\$ 137,771</u>	<u>\$ 7,235</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Interfund Transactions*

*Due To/From Other Funds*

Interfund balances for the year ended September 30, 2017, consisted of the following (dollars in thousands):

	<i>Funds Reporting Due From Balances</i>						Total
	General Fund	Non-Major Gov't Funds	Transportation Facilities	Solid Waste	Other Non-Major Transit	Internal Service Funds	
<i>Funds Reporting Due To Balances:</i>							
General Fund	\$ -	\$ 1,071	\$ -	\$ 35	\$ -	\$ 1,534	\$ 2,640
Non-Major Governmental Funds	3,744	765	35	2	62	379	4,987
Port Authority	7	-	-	-	-	-	7
Water & Wastewater	1	-	-	20	-	152	173
Transportation Facilities	1	10,654	-	-	-	11	10,666
Solid Waste	-	-	-	-	-	6	6
Other Non-Major Transit	41	-	-	-	-	10	51
Internal Service Funds	767	1	-	15	7	7	797
	<u>\$ 4,561</u>	<u>\$ 12,491</u>	<u>\$ 35</u>	<u>\$ 72</u>	<u>\$ 69</u>	<u>\$ 2,099</u>	<u>\$ 19,327</u>

The majority of interfund balances as of September 30, 2017 are due to interfund billings for services and return of excess fees from the Constitutional Officers. There is one notable interfund balance of \$10,654,000 for the Transportation Facilities excess toll revenue transferred at year-end to the Transportation Capital Projects fund.

*Interfund Transfers*

Interfund transfers for the year ended September 30, 2017, consisted of the following (dollars in thousands):

	<i>Funds Reporting Transfers In</i>					Total
	General Fund	Non-Major Gov't Funds	Solid Waste	Other Non-Major Transit	Internal Service Funds	
<i>Funds Reporting Transfers out:</i>						
General Fund	\$ -	\$ 53,415	\$ 17	\$ 11,713	\$ 2,000	\$ 67,145
Non-Major Governmental Funds	2,574	86,311	-	728	-	89,613
Transportation Facilities	-	12,319	-	-	-	12,319
Internal Service Funds	4,163	-	-	-	-	4,163
	<u>\$ 6,737</u>	<u>\$ 152,045</u>	<u>\$ 17</u>	<u>\$ 12,441</u>	<u>\$ 2,000</u>	<u>\$ 173,240</u>

The majority of interfund transfers were for recurring annual transfers. There were three notable non-recurring transfers in 2017. The Self-Insurance Group Health fund transferred \$4,163,000 for retiree premium reimbursements to the Sheriff and the BoCC General fund, Capital Improvement transferred \$9,157,000 to Tourist Development for beach projects, and the Library transferred \$7,948,000 to Library Construction Projects for the Bonita Springs and North Fort Myers libraries.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Governmental Fund Balances*

At September 30, 2017, the County's governmental fund balances were classified as follows (dollars in thousands):

	General Fund	Other Governmental Funds	Total Governmental Funds
Nonspendable:			
Inventory	\$ 321	\$ 2,654	\$ 2,975
Total nonspendable	<u>321</u>	<u>2,654</u>	<u>2,975</u>
Restricted For:			
Improvement districts	-	7,621	7,621
Culture & recreation	-	9,665	9,665
Economic development	414	23,422	23,836
Health, safety & welfare	-	26,734	26,734
Transportation roads	-	156,718	156,718
Debt service	-	21,202	21,202
Court programs	-	3,013	3,013
Public records	-	4,426	4,426
Driver's education	-	788	788
Law enforcement activities	-	1,354	1,354
Total restricted	<u>414</u>	<u>254,943</u>	<u>255,357</u>
Committed:			
MSTU	-	32,187	32,187
Capital improvements	-	141,200	141,200
Court programs	-	5,825	5,825
Culture & recreation	6	31,391	31,397
Health, safety & welfare	-	542	542
Total committed	<u>6</u>	<u>211,145</u>	<u>211,151</u>
Assigned to:			
Supervisor of Elections	400	-	400
Transportation roads	-	2,319	2,319
Economic incentives	854	-	854
Economic development	4,055	-	4,055
Total assigned	<u>5,309</u>	<u>2,319</u>	<u>7,628</u>
Unassigned:			
Total fund balances	<u>\$ 121,248</u>	<u>\$ (1,298)</u>	<u>\$ 113,900</u>
	<u>\$ 121,248</u>	<u>\$ 469,763</u>	<u>\$ 591,011</u>

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

*Long-Term Obligations*

*Leases*

*Operating Leases*

The County is currently committed to various operating leases with terms in excess of one year. The future minimum rental payments as of September 30, 2017, were as follows (dollars in thousands):

<u>Fiscal Year(s)</u>	<u>Amount</u>
2018	\$2,988
2019	2,290
2020	1,589
2021	1,266
2022	942
2023-2027	2,421
2028-2032	2,344
2033-2037	<u>2,097</u>
Total	<u>\$15,937</u>

For all operating leases, rental expense is recorded with separate amounts for minimum rentals, contingent rentals, and sublease rentals.

The following schedule shows the total rental expense for all operating leases, including those with terms of less than one year, for the year ended September 30, 2017 (dollars in thousands):

Minimum rentals	\$2,812
Contingent rentals	30
Short-term leases	<u>1,072</u>
Total rent expense	<u>\$3,914</u>

An operating lease has a contingent rental when the amount of the rental payment may change based on the occurrence of certain events. For example, rental payments may increase due to additional usage or a change in the Consumer Price Index (CPI) rate or other economic indicators. Most operating leases have the option to renew for either a one or two year term. In most cases, the County expects to renew or replace all operating leases.

*Capital Leases*

Capitalized leases payable at September 30, 2017 amounted to \$6,677,000. These obligations, which are collateralized by equipment and vehicles, have total annual installments ranging from \$14,000 to \$567,000 including interest ranging from 1.99 percent to 3.65 percent and mature through 2025. As of year-end, equipment currently leased under capital leases in the governmental activities had a historical cost of \$6,359,000 and accumulated depreciation of \$928,000. Equipment currently leased under capital leases in the business-type activities had a historical cost of \$2,416,000 and accumulated depreciation of \$688,000.

Future minimum capital lease obligations as of September 30, 2017 were as follows (dollars in thousands):

<u>Fiscal Year</u>	<u>Governmental Activities</u>	<u>Business-type Activities</u>	<u>Total</u>
2018	\$ 873	\$ 549	\$ 1,422
2019	873	549	1,422
2020	650	469	1,119
2021	567	-	567
2022	567	-	567
2023 - 2026	2,269	-	2,269
Total	<u>\$ 5,799</u>	<u>\$ 1,567</u>	<u>\$ 7,366</u>
Less Interest:	<u>(635)</u>	<u>(54)</u>	<u>(689)</u>
Present Value:	<u>\$ 5,164</u>	<u>\$ 1,513</u>	<u>\$ 6,677</u>

*Revenue Bonds*

The County issued revenue bonds for both governmental and business-type activities. The descriptions and balances of the outstanding revenue bonds as of September 30, 2017, were as follows:

*Governmental Activities*

- Series 2010A Tourist Development Tax Revenue Bonds (Federally Taxable-Build America Bonds-Direct Subsidy) for \$42,480,000 at interest rates



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

ranging from 4.10 percent to 6.09 percent (effective interest rate of 5.79 percent), collateralized by a lien on and a pledge of the tourist development tax, gross revenues of the baseball stadiums, investment earnings, and federal direct subsidy payments on these Build America Bonds. The bonds are payable through 2033. The outstanding balance was \$42,480,000.

- Series 2010B Tourist Development Tax Revenue Bonds (Federally Taxable-Build America Bonds Recovery Zone Economic Development Bonds-Direct Subsidy) for \$37,403,000 at an interest rate of 6.29 percent (effective interest rate of 6.29 percent), collateralized by a lien on and a pledge of the tourist development tax, gross revenues of the baseball stadiums, investment earnings, and federal direct subsidy payments on these Build America Bonds-Recovery Zone Economic Development Bonds. The bonds are payable through 2040. The outstanding balance was \$37,403,000.
- Series 2013 Tourist Development Tax Revenue Bonds for \$41,475,000 at interest rates ranging from 3 percent to 5 percent (effective interest rate of 4.02 percent), collateralized by a lien on and a pledge of the tourist development tax, gross revenues of the baseball stadiums, and investment earnings. The bonds are payable through 2043. The outstanding balance was \$41,475,000.

The Tourist Development Tax Revenue Bonds were issued for the construction and capital improvements of the Hammond and the JetBlue baseball stadiums. The total principal and interest remaining to be paid on the Tourist Development Tax Revenue Bonds is \$232,311,000. The total principal and interest paid for the current year was \$7,622,000. For the current year, pledged revenues collected were \$41,316,000 and federal subsidies received to offset the interest expense were \$1,773,000.

- Series 2012 Non-Ad Valorem Refunding Revenue Bonds for \$48,385,000 at interest rates

ranging from 2 percent to 5 percent (effective interest rate of 2.21 percent), collateralized by a lien on and a pledge of non-ad valorem funds including ambulance service receipts, building permits, zoning fees, data processing fees, excess County Officer fees, franchise fees, guaranteed entitlement funds, investment earnings, license fees, pledged gas taxes, and sales tax. The bonds are payable through 2024. The outstanding balance was \$32,890,000.

- Series 2015 Non-Ad Valorem Refunding Revenue Bonds for \$48,640,000 at an interest rate of 5 percent (effective interest rate of 3.18 percent), collateralized by a lien on and a pledge of non-ad valorem funds including ambulance service receipts, building permits, zoning fees, data processing fees, excess County Officer fees, franchise fees, guaranteed entitlement funds, investment earnings, license fees, pledged gas taxes, and sales tax. The bonds are payable through 2026. The outstanding balance was \$48,640,000.

The total principal and interest remaining to be paid on the Non-Ad Valorem Bonds is \$107,686,000. Principal and interest paid for the current year and pledged revenues collected were \$9,835,000 and \$125,254,000, respectively.

*Business-Type Activities*

- Series 2010A Airport Revenue Refunding Bonds, for \$119,350,000 at interest rates ranging from 3.0 percent to 5.5 percent (effective interest rate of 5.25 percent), collateralized by a lien on and a pledge of net revenues of the SWFIA. The bonds are payable through 2022. The outstanding balance was \$68,375,000.
- Series 2011A Airport Revenue Refunding Bonds \$174,450,000 at interest rates ranging from 3.0 percent to 5.63 percent (effective interest rate of 5.53 percent), collateralized by a lien on and a pledge of net revenues of the SWFIA. The bonds are payable through 2032. The outstanding balance was \$173,640,000.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

- Series 2015 Airport Revenue Refunding Bonds, for \$33,425,000 at interest rate of 5 percent (effective interest rate of 4.65 percent), collateralized by a lien on and a pledge of net revenues of the SWFIA. The bonds are payable through 2033. The outstanding balance was \$33,425,000.

The Airport Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Airport Revenue Bonds is \$416,357,000. Principal and interest paid for the current year and pledged revenues collected were \$24,448,000 and \$36,283,000, respectively.

- Series 2011 Water and Sewer Refunding Revenue Bonds for \$74,855,000 at interest rates ranging from 3 percent to 5.25 percent (effective interest rate of 4.29 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2026. The outstanding balance was \$54,865,000.
- Series 2012A Water and Sewer Refunding Revenue Bonds for \$19,990,000 at an interest rate of 5 percent (effective interest rate of 3.65 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2029. The outstanding balance was \$19,990,000.
- Series 2012B Water and Sewer Refunding Revenue Bonds for \$7,490,000 at an interest rate of 5 percent (effective interest rate of 3.75 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2029. The outstanding balance was \$7,490,000.
- Series 2013A Water and Sewer Revenue Bonds for \$53,755,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 4.45 percent), collateralized by a lien on and a

pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2043. The outstanding balance was \$51,410,000.

- Series 2013B Water and Sewer Refunding Revenue Bonds for \$39,440,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 4.29 percent), collateralized by a lien on and a pledge of the net revenues of the Lee County Water and Wastewater System. The bonds are payable through 2027. The outstanding balance was \$33,305,000.

The Water and Sewer Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Water and Sewer Revenue Bonds is \$248,702,000. Principal and interest paid for the current year and net pledged revenues collected were \$15,776,000 and \$69,425,000, respectively.

- Series 2014 Transportation Facilities Refunding Revenue Bonds for \$106,570,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 3.18 percent) collateralized by a lien on and pledge of the net revenues of the Sanibel Bridge, Cape Coral Bridge, and Midpoint Memorial Bridge Facilities. The bonds are payable through 2035. The outstanding balance was \$99,750,000.

The Transportation Facilities Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Transportation Facilities Revenue Bonds is \$141,260,000. Principal and interest paid for the current year and net pledged revenues collected were \$8,899,000 and \$36,366,000, respectively.

- Series 2016 Solid Waste System Refunding Revenue Bonds, for \$66,160,000 at interest rates ranging from 2 percent to 5 percent (effective interest rate of 2.05 percent), collateralized by a lien on and a pledge of net revenues of the Lee County Solid Waste System. The bonds are

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

payable through 2026. The outstanding balance was \$66,160,000. The Solid Waste Revenue Bonds were issued for various capital projects. The total principal and interest remaining to be paid out on the Solid Waste

Revenue Bonds is \$83,979,000. Principal and interest paid for the current year and net pledged revenues collected were \$1,724,000 and \$14,600,000, respectively.

The annual debt service requirements for revenue bonds at September 30, 2017, were as follows (dollars in thousands):

Fiscal Year(s)	Governmental Activities		Business-type Activities		Total	
	Principal	Interest	Principal	Interest	Principal	Interest
	2018	\$ 9,255	\$ 10,287	\$ 27,360	\$ 30,038	\$ 36,615
2019	3,580	9,975	29,645	28,721	33,225	38,696
2020	3,805	9,797	31,130	27,198	34,935	36,995
2021	4,045	9,606	32,785	25,625	36,830	35,231
2022	4,300	9,399	34,290	23,984	38,590	33,383
2023-2027	77,655	37,363	202,440	90,694	280,095	128,057
2028-2032	20,660	24,245	159,620	41,650	180,280	65,895
2033-2037	27,915	17,502	71,110	10,277	99,025	27,779
2038-2042	36,023	8,253	13,595	3,374	49,618	11,627
2043-2044	15,650	682	6,435	327	22,085	1,009
<b>Total</b>	<b>\$ 202,888</b>	<b>\$ 137,109</b>	<b>\$ 608,410</b>	<b>\$ 281,888</b>	<b>\$ 811,298</b>	<b>\$ 418,997</b>

Fiscal Year(s)	Port Authority		Water and Wastewater		Transportation Facilities		Solid Waste	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
	2018	\$ 10,230	\$ 14,208	\$ 7,790	\$ 7,980	\$ 4,105	\$ 4,751	\$ 5,235
2019	10,725	13,667	8,130	7,629	5,295	4,516	5,495	2,909
2020	11,310	13,065	8,485	7,261	5,560	4,245	5,775	2,627
2021	11,930	12,471	8,945	6,863	5,835	3,960	6,075	2,331
2022	12,500	11,875	9,285	6,429	6,120	3,661	6,385	2,019
2023-2027	75,275	48,225	53,905	24,414	36,065	13,221	37,195	4,834
2028-2032	98,395	25,106	39,840	10,974	21,385	5,570	-	-
2033-2037	45,075	2,300	10,650	6,391	15,385	1,586	-	-
2038-2042	-	-	13,595	3,374	-	-	-	-
2043-2044	-	-	6,435	327	-	-	-	-
<b>Total</b>	<b>\$ 275,440</b>	<b>\$ 140,917</b>	<b>\$ 167,060</b>	<b>\$ 81,642</b>	<b>\$ 99,750</b>	<b>\$ 41,510</b>	<b>\$ 66,160</b>	<b>\$ 17,819</b>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Bond Resolutions*

The resolution for the following bonds established certain accounts and determined the order in which certain revenues are to be deposited into those accounts. In addition, there are various other covenants established by the official statements and County resolutions, including such items as debt service coverage, reporting requirements, and maintenance of facilities. Management believes that it has complied, in all material respects, with these covenants. All required balances at September 30, 2017, were maintained on all issues. The following issues are still outstanding:

Revenue Bonds

Tourist Development Tax Revenue Bonds,  
Series 2010A  
Tourist Development Tax Revenue Bonds,  
Series 2010B  
Tourist Development Tax Revenue Bonds,  
Series 2013  
Non-Advalorem Refunding Revenue Bonds, Series  
2012  
Non-Advalorem Refunding Revenue Bonds, Series  
2015  
Airport Revenue Refunding Bonds, Series 2010A  
Airport Revenue Refunding Bonds, Series 2011A  
Airport Revenue Refunding Bonds, Series 2015  
Water and Sewer Refunding Revenue Bonds,  
Series 2011  
Water and Sewer Refunding Revenue Bonds,  
Series 2012A  
Water and Sewer Refunding Revenue Bonds,  
Series 2012B  
Water and Sewer Refunding Revenue Bonds,  
Series 2013A  
Water and Sewer Refunding Revenue Bonds,  
Series 2013B  
Transportation Facilities Revenue Bonds, Series 2014  
Solid Waste System Refunding Revenue Bonds,  
Series 2016

*Defeased Bonds*

In prior years, the County defeased certain revenue bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt

service payments on old bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the County's financial statements.

The amount of defeased bonds outstanding at September 30, 2017, consisted of the following (dollars in thousands):

Gulf Environmental Services, Inc. Water and Sewer System Revenue Bonds, Series 1998	\$40,795
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*Variable Debt*

The County entered into a \$3,700,000 line of credit on June 8, 2016 with a final maturity on June 7, 2018 with a commercial bank. The line of credit is to be used for initial financing of MSBU projects that are later secured with long-term financing, at an interest rate of London Interbank Offered Rates ("LIBOR") plus 162 basis points, but not less than 2.06 percent or greater than 4 percent. On September 30, 2017, the rate was 2.855 percent. Interest is payable monthly beginning July 1, 2016, on the unpaid balance until final maturity on June 7, 2018. Principal for all draws made against the line of credit is due on June 7, 2018. The line of credit is collateralized by special assessments levied against the benefited property owners of certain MSBUs. There was no outstanding balance as of September 30, 2017 or any draws taken in the current year. No principal or interest was paid in the current year.

*Notes Payable*

The County has entered into loan agreements with several banks and government agencies. These loans and agreements are used for both governmental and business-type activities. The descriptions and outstanding balances at September 30, 2017, were as follows:

Commercial Banks

The County has entered into loan agreements with three commercial banks to provide long-term financing for certain capital projects. The loans are

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

collateralized by special assessments levied against the benefited property owners of certain MSBU of the County. Interest is payable semi-annually. Principal is payable in equal annual installments maturing in fiscal years 2018 through 2030.

- Briarcrest Sewer district loan was issued on August 10, 2007, for \$324,000 at an interest rate of 5.51 percent. The outstanding balance was \$108,000.
- Harbor Drive district loan was issued on February 8, 2017, for \$476,000 at an interest rate of 4.12 percent. The loan refinanced the Harbor Drive district loan issued on February 29, 2008, at an interest rate of 4.67 percent and a maturity date of May 1, 2023. The purpose of the refinancing was to extend the maturity by five years to align the payment schedule with the district's special assessment payment schedule. The lower interest rate partially offset the effect of the extended maturity date and resulted in an additional interest cost of \$26,000. The outstanding balance was \$476,000.
- Western Acres district loan was issued on February 8, 2017, for \$808,000 at an interest rate of 4.12 percent. The loan refinanced the Western Acres district loan issued on April 25, 2008, at an interest rate of 4.36 percent and a maturity date of May 1, 2023. The purpose of the refinancing was to extend the maturity by five years to align the payment schedule with the district's special assessment payment schedule. The lower interest rate partially offset the effect of the extended maturity date and resulted in an additional interest cost of \$65,000. The outstanding balance was \$808,000.
- Emily Lane district loan was issued on August 19, 2009, for \$457,000 at an interest rate of 3.99 percent. The outstanding balance was \$208,000.
- McGregor Isle district loan was issued on June 10, 2010, for \$223,000 at an interest rate of 3.31 percent. The outstanding balance was \$28,000.
- San Carlos district loan was issued on June 30, 2010, for \$458,000 at an interest rate of 3.17 percent. The outstanding balance was \$227,000.
- McGregor Villages district loan was issued on June 23, 2010, for \$116,000 at an interest rate of 3.34 percent. The outstanding balance was \$55,000.
- Airport Woods Sewer district loan was issued on October 10, 2012, for \$451,000 at an interest rate of 2.85 percent. The outstanding balance was \$271,000.
- Port Carlos Dredge district loan was issued on August 9, 2013, for \$84,000 at an interest rate of 3.10 percent. The outstanding balance was \$42,000.
- Cherry Estates district loan was issued on November 4, 2014, for \$1,985,000 at an interest rate of 4.16 percent. The outstanding balance was \$1,143,000.

The total principal and interest remaining to be paid out on the MSBU notes payable is \$4,136,000. Principal and interest paid for the current year and pledged revenues collected were \$601,000 and \$588,000 respectively.

On August 14, 2013, the County entered into a loan agreement for \$35,540,000 with a commercial bank to refund the Capital and Transportation Facilities Refunding Revenue Bonds, Series 2003. The County covenanted to budget and appropriate legally available non-ad valorem revenues reduced by General Government and Public Safety expenditures. Interest is payable semi-annually at an interest rate of 2.09 percent. Principal is payable annually starting on October 1, 2014, and maturing on October 1, 2021. The outstanding balance was \$32,725,000.

The total principal and interest remaining to be paid out on the commercial bank loan for the refunding of the Capital and Transportation Facilities Refunding Revenue Bonds, Series 2003 is \$34,742,000. Principal and interest paid for the

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

current year and pledged revenues collected were \$1,684,000 and \$125,254,000, respectively.

On November 9, 2011, the County entered into a loan agreement for \$30,700,000 with a commercial bank to refund the Series 2001A Transportation Facilities Refunding Revenue Bonds. The loan is collateralized by a lien on and a pledge of the net revenues derived from the Transportation Facilities-three toll facilities- in the County. Interest is payable semi-annually at an interest rate of 1.71 percent. Principal is payable annually starting on October 1, 2012, and maturing on October 1, 2017. The outstanding balance was \$5,400,000.

The total principal and interest remaining to be paid out on the commercial bank loan for the Transportation Facilities Refunding Revenue Series 2011 bank loan is \$5,447,000. Principal and interest paid for the current year and pledged revenues collected for the debt were \$5,450,000 and \$36,366,000, respectively.

Florida Department of Environmental Protection

- On June 15, 2005, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow \$3,375,000, excluding capitalized interest, at an interest rate of 2.67 percent for the construction of the North Lee County Water Treatment Plant. The agreement was amended to authorize the borrowing, excluding capitalized interest, of an additional \$6,000,000, \$5,000,000, \$3,000,000, \$3,200,000, and \$4,557,000 at interest rates of 2.58 percent, 2.64 percent, 2.64 percent, 2.77 percent, and 2.57 percent respectively. To date the County has received a total of \$26,255,000 which includes \$25,132,000 in disbursements and \$1,123,000 in service fees and capitalized interest. The first of 40 semiannual loan payments was due on July 15, 2008 for \$691,000. On July 15, 2010, and thereafter, the semiannual installments of \$858,000 are due on January 15 and July 15 of each year until all amounts due have been fully paid in 2028. The outstanding balance was \$15,660,000.

- On March 3, 2009, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow up to \$35,930,000 for various construction projects. The first installment was for \$10,000,000, excluding capitalized interest, at an interest rate of 3.17 percent. The agreement was amended to authorize the borrowing, excluding capitalized interest, of \$10,000,000, \$10,000,000, and \$3,559,000 at interest rates of 2.62 percent, 2.22 percent, and 2.79 percent respectively. To date the County has received \$34,518,000 which includes capitalized interest and service fees of \$950,000. The first of 40 semiannual loan payments began on October 15, 2010 for \$683,000 and which was increased to \$1,000,000 on April 15, 2011 and \$1,121,000 on October 15, 2011. On April 15, 2012 and thereafter the semiannual installments of \$1,128,000 are due on April 15 and October 15 of each year until all amounts due have been fully paid in 2030. The outstanding balance was \$24,609,000.

- On December 4, 2015, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow up to \$28,800,000 excluding capitalized interest, at an interest rate of .95 percent for the Three Oaks Waste Water Treatment Plant Improvement construction projects. To date the County has received \$11,612,000 which includes capitalized interest and service fees of \$256,000. The first of 40 semiannual loan payments is due to begin on June 15, 2019 and semiannual thereafter on December 15 and June 15 of each year until all amounts due have been fully paid in 2038. Each semiannual payment will be \$819,000 until the payment amount is adjusted by an amendment. The outstanding balance was \$11,612,000.

- On February 28, 2017, the Lee County Water and Wastewater System entered into an agreement with the Florida Department of Environmental Protection to borrow up to \$17,363,000 excluding capitalized interest, at an interest rate of 1.08 percent for the Advance Metering

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

Information (AMI) System project. To date the County has received \$4,675,000 which includes capitalized interest and service fees of \$112,000. The first of 30 semiannual loan payments is due to begin on August 15, 2020 and semiannual thereafter on February 15 and August 15 of each year until all amounts due have been fully paid in 2035. Each semiannual payment will be \$651,000 until the payment amount is adjusted by an amendment. The outstanding balance was \$4,675,000.

The total principal and interest remaining to be paid out on the Florida Department of Environmental Protection loans is \$78,505,000. Principal and interest paid for the current year and pledged revenues collected were \$4,199,000 and \$38,631,000, respectively.

The annual debt service requirements for notes payable at September 30, 2017, were as follows (dollars in thousands):

Fiscal Year(s)	Governmental		Business-type		Total	
	Activities		Activities		Principal	Interest
	Principal	Interest	Principal	Interest		
2018	\$ 1,383	\$ 808	\$ 8,318	\$ 2,011	\$ 9,701	\$ 2,819
2019	8,036	702	3,260	2,011	11,296	2,713
2020	8,196	526	3,753	2,079	11,949	2,605
2021	8,361	346	3,986	2,088	12,347	2,434
2022	8,520	163	4,079	2,070	12,599	2,233
2023-2027	1,215	215	21,876	10,072	23,091	10,287
2028-2032	380	27	11,833	1,516	12,213	1,543
2033-2037			3,901	139	3,901	139
2038-2042			950	10	950	10
	<u>\$ 36,091</u>	<u>\$ 2,787</u>	<u>\$ 61,956</u>	<u>\$ 21,996</u>	<u>\$ 98,047</u>	<u>\$ 24,783</u>

### Other Obligations

#### Self-Insurance Claims Payable

Self-insurance claims payable are fully described in Note IX. Since the self-insurance activity is accounted for in an internal service fund, it has been categorized in the governmental activities on the government-wide Statement of Net Position. The balance at September 30, 2017, consisted of the following (dollars in thousands):

Self-insurance group health & dental	\$ 6,943
Sheriff internal service fund	4,385
Self-insurance general liability	<u>13,714</u>
Total self-insurance claims payable	<u>\$25,042</u>

#### Arbitrage Rebate Payable

Any excess interest earnings on tax-exempt bond proceeds must be remitted to the federal government in five-year intervals. Even though a payment may not be required until several years into the future, the liability is recognized as it is probable and measurable. The liability is recorded in both governmental and business-type activities. The obligation as of September 30, 2017 is \$353,000.

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Changes in Long-Term Debt*

Changes in bonded and other indebtedness of the County for the year ended September 30, 2017, were as follows (dollars in thousands):

<u>Governmental Activities:</u>	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Bonds payable:					
Revenue bonds	\$ 212,083	\$ -	\$ (9,195)	\$ 202,888	\$ 9,255
Less/plus deferred amounts:					
Unamort discount/premium	12,432	-	(1,622)	10,810	-
Total bonds payable	224,515	-	(10,817)	213,698	9,255
Variable debt	30	-	(30)	-	-
Notes payable	46,034	1,284	(11,227)	36,091	1,383
Other:					
Self-insurance claims payable	23,392	102,817	(101,167)	25,042	13,648
Capital Lease	5,885	-	(721)	5,164	739
Case settlement	650	-	(650)	-	-
Net pension liability	300,923	76,025	(40,874)	336,074	2,014
Other postemployment benefits	500,486	67,139	(81,665)	485,960	-
Compensated absences	21,553	20,019	(20,004)	21,568	9,454
Total governmental activity long-term liabilities	<u>\$ 1,123,468</u>	<u>\$ 267,284</u>	<u>\$ (267,155)</u>	<u>\$ 1,123,597</u>	<u>\$ 36,493</u>

Other long-term liabilities are typically liquidated by the individual fund to which the liability is directly associated. The liability for compensated absences is liquidated primarily by the General Fund, with other governmental funds and internal service funds liquidating less than 10 percent each on an annual basis. The entire claims liability is reported in the Self-Insurance Group Health and Dental Fund and will be liquidated by that fund.

<u>Business-Type Activities:</u>	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Port Authority</u>					
Bonds payable:					
Revenue bonds	\$ 285,190	\$ -	\$ (9,750)	\$ 275,440	\$ 10,230
Less/plus deferred amounts:					
Unamort discount/premium	5,646	-	(430)	5,216	-
Total bonds payable	290,836	-	(10,180)	280,656	10,230
Capital Leases	1,473	-	(358)	1,115	364
Net pension liability	26,831	4,216	(1,562)	29,485	169
Other postemployment benefits	48,322	3,434	(14,417)	37,339	-
Compensated absences	1,505	2,884	(2,751)	1,638	1,276
Total Port Authority long-term liabilities	<u>\$ 368,967</u>	<u>\$ 10,534</u>	<u>\$ (29,268)</u>	<u>\$ 350,233</u>	<u>\$ 12,039</u>



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Changes in Long-Term Debt (continued)*

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Water and Wastewater</u>					
Bonds payable:					
Revenue bonds	\$ 174,525	\$ -	\$ (7,465)	\$ 167,060	\$ 7,790
Less/plus deferred amounts:					
Unamort discount/premium	12,957	-	(1,167)	11,790	-
Total bonds payable	187,482	-	(8,632)	178,850	7,790
Notes payable	43,334	16,287	(3,065)	56,556	2,918
Arbitrage rebate payable	266	87	-	353	-
Capital Lease	549	-	(151)	398	155
Net pension liability	13,500	1,362	(643)	14,219	125
Other postemployment benefits	34,278	2,338	(10,224)	26,392	-
Compensated absences	932	376	(312)	996	88
Total Water and Wastewater long-term liabilities	<u>\$ 280,341</u>	<u>\$ 20,450</u>	<u>\$ (23,027)</u>	<u>\$ 277,764</u>	<u>\$ 11,076</u>
<u>Transportation Facilities</u>					
Bonds payable:					
Revenue bonds	\$ 103,735	\$ -	\$ (3,985)	\$ 99,750	\$ 4,105
Less/plus deferred amounts:					
Unamort discount/premium	14,424	-	(1,735)	12,689	-
Total bonds payable	118,159	-	(5,720)	112,439	4,105
Notes payable	10,710	-	(5,310)	5,400	5,400
Net pension liability	3,777	404	(514)	3,667	43
Other postemployment benefits	11,426	1,384	(3,426)	9,384	-
Compensated absences	265	349	(302)	312	28
Total Transportation Facilities long-term liabilities	<u>\$ 144,337</u>	<u>\$ 2,137</u>	<u>\$ (15,272)</u>	<u>\$ 131,202</u>	<u>\$ 9,576</u>
<u>Solid Waste</u>					
Bonds payable:					
Revenue bonds	\$ 66,160	\$ -	\$ -	\$ 66,160	\$ 5,235
Less/plus deferred amounts:					
Unamort discount/premium	10,834	-	(1,636)	9,198	-
Total bonds payable	76,994	-	(1,636)	75,358	5,235
Landfill closure & postclosure costs	13,893	1,170	-	15,063	-
Net pension liability	4,739	1,219	(536)	5,422	48
Other postemployment benefits	9,759	1,183	(2,927)	8,015	-
Compensated absences	291	440	(424)	307	27
Total Solid Waste long-term liabilities	<u>\$ 105,676</u>	<u>\$ 4,012</u>	<u>\$ (5,523)</u>	<u>\$ 104,165</u>	<u>\$ 5,310</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Changes in Long-Term Debt (continued)*

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u><i>Other Non-Major - Transit</i></u>					
Notes Payable	\$ 589	\$ -	\$ (589)	\$ -	\$ -
Net pension liability	11,363	793	(464)	11,692	130
Other postemployment benefits	26,899	2,452	(8,042)	21,309	-
Compensated absences	548	992	(973)	567	50
Total Other Non-Major long-term liabilities	<u>\$ 39,399</u>	<u>\$ 4,237</u>	<u>\$ (10,068)</u>	<u>\$ 33,568</u>	<u>\$ 180</u>
<u><i>Total Business-Type Activities</i></u>					
Bonds payable:					
Revenue bonds	\$ 629,610	\$ -	\$ (21,200)	\$ 608,410	\$ 27,360
Less/plus deferred amounts:					
Unamort discount/premium	43,861	-	(4,968)	38,893	-
Total bonds payable	<u>673,471</u>	<u>-</u>	<u>(26,168)</u>	<u>647,303</u>	<u>27,360</u>
Notes payable	54,633	16,287	(8,964)	61,956	8,318
Landfill closure & postclosure costs	13,893	1,170	-	15,063	-
Arbitrage rebate payable	266	87	-	353	-
Capital leases	2,022	-	(509)	1,513	519
Net pension liability	60,210	7,994	(3,719)	64,485	515
Other postemployment benefits	130,684	10,791	(39,036)	102,439	-
Compensated absences	3,541	5,041	(4,762)	3,820	1,469
Total business-type activity long-term liabilities	<u>\$ 938,720</u>	<u>\$ 41,370</u>	<u>\$ (83,158)</u>	<u>\$ 896,932</u>	<u>\$ 38,181</u>

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

NOTE VI. SEGMENT INFORMATION

*Segment Information- Port Authority*

The County has outstanding revenue bonds which are financed by Southwest Florida International Airport revenues. These activities, and the activities of the Page Field General Aviation and other Port Authority activities, are accounted for in a single fund (Lee County Port Authority). Summary financial information for the Southwest Florida International Airport is presented below (dollars in thousands) as of September 30, 2017.

	Southwest Florida International Airport
<u>Condensed Statement of Net Position</u>	
Assets	
Current assets	\$ 81,627
Restricted assets	43,740
Capital assets (net)	633,056
Total assets	758,423
Deferred outflows of resources	17,978
Liabilities	
Current liabilities	15,506
Current liabilities payable from restricted assets	17,458
Noncurrent liabilities	331,238
Total liabilities	364,202
Deferred inflows of resources	12,149
Net position	
Net investment in capital assets	381,827
Restricted	11,291
Unrestricted	6,932
Total net position	\$ 400,050
<u>Condensed Statement of Revenues, Expenses, and Changes in Net Position</u>	
Operating revenues	
User fees	\$ 43,936
Rentals	3,517
Concessions	45,291
Miscellaneous	299
Less: Rebates	(3,482)
Total operating revenues	89,561
Operating expenses	
Depreciation	20,818
Other operating expenses	64,004
Total operating expenses	84,822
Operating income	4,739

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

*Segment Information- Port Authority (continued)*

	Southwest Florida International Airport
Non-operating revenues (expenses)	
Investment earnings	1,143
Interest expense	(14,462)
Other non-operating	623
Total non-operating revenues (expenses)	(12,696)
Loss before capital contributions	(7,957)
Capital contributions	10,015
Transfers	2,189
Change in net position	4,247
Beginning net position	395,803
Ending net position	\$ 400,050
 <i>Condensed Statement of Cash Flows</i>	
Net cash provided (used) by:	
Operating activities	\$ 24,743
Noncapital financing activities	6,667
Capital and related financing activities	(33,849)
Investing activities	1,143
Net decrease	(1,296)
Beginning cash, cash equivalents and investments	120,772
Ending cash, cash equivalents and investments	\$ 119,476

Certain funds that relate to activities at both the Southwest Florida International Airport and Page Field are not included in the segmented statements, including the K-9 donation fund and the discretionary fund. In addition, all of the funds related to the passenger facility charges and Page Field activities are omitted from the segmented statements.

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

**NOTE VII. OTHER POSTEMPLOYMENT BENEFITS**

The County maintains two single-employer, defined benefit other postemployment benefits plans ("OPEB"), the Group Health Program for Lee County administered by Aetna and the Lee County Sheriff Health Care Plan administered by the Self-Insured Benefit Administrator.

Pursuant to provisions of Section 112.08, *Florida Statutes*, former employees and eligible dependents who retire from the local government unit may continue to participate in the group or self-insurance plan for comprehensive health and hospitalization at a premium cost not to exceed the premium cost for active employees. Contribution requirements of the County and Sheriff Office are established and may be amended by the employer.

The County's total OPEB liability as of September 30, 2017, was \$588,399,000.

*Group Health Program for Lee County*

Plan Description

The Group Health Program for Lee County ("GHPLC") provides medical, dental, vision and life insurance benefits (OPEB) to County retirees and their spouses. All the Constitutional Officers, except the Lee County Sheriff, participate in GHPLC. At October 1, 2017, the date of the latest actuarial valuation, plan participation consisted of 3,735 current active plan members, 908 retirees and 351 eligible dependents receiving postemployment health care benefits. In addition, Medicare eligible retirees and their Medicare eligible dependents may enroll in the Medicare Advantage Plan (MAP), a fully funded insurance plan administered by United Healthcare.

Funding Policy

The County subsidizes the premium rates paid by retirees by allowing them to participate at blended premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, on an actuarial basis, retiree claims are expected to result in higher costs to the plan on average than those of active employees. In

addition, for retirees with a hire date prior to January 1, 2008, the County offers a direct subsidy of 60 percent for MAP participants and 50 percent for Aetna participants. A \$96 discount is applied for plan members enrolled in Medicare Part B for the self-insurance plan. No discount is offered for MAP. The Clerk of Circuit Court does not subsidize any contribution rates. Vision and dental insurance are offered to retirees; however, they are not subsidized by the County. The plan also allows retirees the option to continue to participate in the GHPLC life insurance policy. The life insurance is only available to the retiree, and has a face value of \$5,000. The following table summarizes the retirees' monthly contribution rates for 2017. The Plan is funded on a pay-as-you-go basis.

	General Employee Retirees		Clerk of Circuit Court Retirees	
	Aetna	MAP	Aetna	MAP
<b>Medical/ Prescriptions:</b>				
<b>Retiree only</b>				
Pre 65 years old	\$390	N/A	\$780	N/A
Medicare Eligible	294	180	780	451
<b>Retiree plus spouse</b>				
Pre 65 years old	788	N/A	1,575	N/A
Medicare Eligible	595	360	1,575	902
<b>Retiree plus dependent</b>				
Pre 65 years old	773	N/A	1,545	N/A
Medicare Eligible	580	360	1,545	902
<b>Retiree plus family</b>				
Pre 65 years old	795	N/A	1,590	N/A
Medicare Eligible (3) (spouse + one dep)	602	540	1,590	1,353
<b>Life:</b>				
Individual Coverage	5		5	
Spouse	N/A		N/A	

Actuarial Methods and Assumptions

At September 30, 2017, The County's total OPEB liability of \$302,042,000 was measured as of September 30, 2017, and was determined by an actuarial valuation as of that date. The following actuarial assumptions and other inputs were applied to all periods included in the measurement:

Inflation Rate	2.5%
Salary Increases	N/A
Discount Rate	3.64%
Healthcare cost trend rate	7.93% Pre 65 9.51% at least 65 9.59% MAP



Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

A publicly available financial report that includes financial statements and required supplementary information is not available for either plan.

Funding Policy

The current published monthly rates for retiree Health Care coverage are \$753 for single and \$1,419 for retiree plus spouse. An \$80 discount is applied for plan members enrolled in Medicare Part B. The LCSO subsidizes a percentage of the monthly major medical and hospitalization insurance for employees hired prior to October 1, 2010 based on the number of years of service credited to the Florida Retirement System ("FRS") before retirement. Vision and dental insurance are offered to retirees; however, they are not subsidized by LCSO.

The retiree contribution rate for the life insurance policy is \$0.80 per month. The table below shows the contribution percentages for the corresponding years of service. The plan is funded on a pay-as-you-go basis.

Percent of the Total Contribution Rates Paid by Retiree		
Eligible Service Credit at Retirement or Termination	Retiree	Dependent
More than 10 years but less than 15 years	100%	100%
15 years	25%	100%
16 years	20%	100%
17 years	15%	100%
18 years	10%	100%
19 years	5%	100%
20 years or more	0%	50%

Actuarial Methods and Assumptions

At September 30, 2017, the Sheriff's total OPEB liability was measured as of September 30, 2016, and was determined by an actuarial valuation as of that date. The following actuarial assumptions and other inputs were applied to all periods included in the measurement:

Inflation	2.5%
Discount Rate	3.06%
Salary Increases	FRS rates used in July 2016 actuarial valuation 3.7% - 7.8% including inflation.
Healthcare Cost Trend Rate	Based on Getzen Model, starting at 7.25% and decreasing to 4.25 % plus 0.46% increase for

Retirees' share of benefit cost of Variable: See Percent of the Total Contribution Rates Paid by Retiree table. excise tax

The discount rate was based on the 20 Year Municipal Bond Rate.

Mortality rates were based tables used in the July 2016 actuarial valuation of the Florida Retirement System. They are based on the results of statewide experience study covering the period of 2008 through 2013.

The actuarial assumptions used in the September 30, 2016 valuation were based on the results of an actuarial experience study for the period October 1, 2015 through September 30, 2016.

Changes in the Total OPEB Liability

Balance at September 30, 2016	\$242,209,000
Changes for the year:	
Services Cost	8,466,000
Interest	9,205,000
Change in Assumptions	31,576,000
Contributions from Employer	(5,099,000)
Net Changes	<u>44,148,000</u>
Balance at September 30, 2017	<u>\$286,357,000</u>

The following presents the total OPEB liability of the Sheriff as well as what the Sheriff's total OPEB liability would be if it were calculated using a discount rate that is 1 percent higher or 1 percent lower than the current discount rate.

Description	1% Decrease (2.06%)	Current Rate (3.06%)	1% Increase (4.06%)
OPEB Liability	\$ 344,870,000	\$ 286,357,000	\$ 239,591,000

The following presents the total OPEB liability of the Sheriff as well as what the Sheriff's total OPEB liability would be if it were calculated using Healthcare trend rates that are 1 percent higher or 1 percent lower than the current healthcare cost trend rate.

Description	1% Decrease	Trend Rate	1% Increase
OPEB Liability	\$ 226,621,000	\$ 286,357,000	\$ 367,545,000

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

For the year ended September 30, 2017, the County recognized OPEB expense of \$ 20,651,789 related to the Sheriff. At September 30, 2017 the County reported deferred outflows of resources related to the Sheriff's OPEB from the following sources:

Description	Deferred Outflows of Resources
Contributions Subsequent to Measurement Date	\$ 4,607,000
Changes in Actuarial Assumptions	28,595,000
Total	<u>\$ 33,202,000</u>

Deferred outflows of resources included \$4,607,000 resulting from contributions subsequent to the measurement date. This amount will be recognized as a reduction of the OPEB liability in the year ended September 30, 2018. Other amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended September 30:	
2018	\$ 2,981,000
2019	2,980,000
2020	2,980,000
2021	2,980,000
2022	2,980,000
Total Thereafter	13,694,000



Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

NOTE VIII. RETIREMENT PLANS

*Defined Benefit Pension Plans*

*Background*

The Florida Retirement System (FRS) was created by Chapter 121, Florida Statutes, to provide a defined benefit pension plan for participating public employees. The FRS was amended in 1998 to add the Deferred Retirement Option Program under the defined benefit plan and amended in 2000 to provide a defined contribution plan alternative to the defined benefit plan for FRS members effective July 1, 2002. This integrated defined contribution pension plan is the FRS Investment Plan. Chapter 112, Florida Statutes, established the Retiree Health Insurance Subsidy (HIS) Program, a cost-sharing multiple-employer defined benefit pension plan, to assist retired members of any State-administered retirement system in paying the costs of health insurance.

All regular County employees are eligible to enroll as members of the State-administered FRS. Provisions relating to the FRS are established by Chapters 121 and 122, Florida Statutes; Chapter 112, Part IV, Florida Statutes; Chapter 238, Florida Statutes; and FRS Rules, Chapter 60S, Florida Administrative Code; wherein eligibility, contributions, and benefits are defined and described in detail. Such provisions may be amended at any time by further action from the Florida Legislature. The FRS is a single retirement system administered by the Florida Department of Management Services, Division of Retirement, and consists of the two cost-sharing, multiple-employer defined benefit plans and other nonintegrated programs. A comprehensive annual financial report of the FRS, which includes its financial statements, required supplementary information, actuarial report, and other relevant information, is available from the Florida Department of Management Services' Web site ([www.dms.myflorida.com](http://www.dms.myflorida.com)).

The County's pension expenses for both the FRS Pension Plan and HIS Plan for the year ended September 30, 2017 totaled \$58,880,000.

*Florida Retirement System Pension Plan (FRS Plan)*

Plan Description

The Florida Retirement System Pension Plan (FRS Plan) is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees. The general classes of membership are as follows:

- *Regular Class* - Members of the FRS who do not qualify for membership in the other classes.
- *Elected County Officers Class* - Members who hold specified elective offices in local government.
- *Senior Management Service Class (SMSC)* - Members in senior management level positions.
- *Special Risk Class* - Members who are special risk employees, such as law enforcement officers, meet the criteria to qualify for this class.

Employees enrolled in the FRS Plan prior to July 1, 2011, vest at 6 years of creditable service and employees enrolled in the FRS Plan on or after July 1, 2011, vest at 8 years of creditable service. All vested members, enrolled prior to July 1, 2011, are eligible for normal retirement benefits at age 62 or at any age after 30 years of service, except for members classified as special risk who are eligible for normal retirement benefits at age 55 or at any age after 25 years of service. All members enrolled in the FRS Plan on or after July 1, 2011, once vested, are eligible for normal retirement benefits at age 65 or any time after 33 years of creditable service, except for members classified as special risk who are eligible for normal retirement benefits at age 60 or at any age after 30 years of service. Employees enrolled in the FRS Plan may include up to 4 years of credit for military service toward creditable service. The FRS

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

Plan also includes an early retirement provision; however, there is a benefit reduction for each year a member retires before his or her normal retirement date. The FRS Plan provides retirement, disability, death benefits, and annual cost-of-living adjustments to eligible participants.

DROP, subject to provisions of Section 121.091, Florida Statutes, permits employees eligible for normal retirement under the FRS Plan to defer receipt of monthly benefit payments while continuing employment with an FRS participating employer. An employee may participate in DROP for a period not to exceed 60 months after electing to participate, except that certain instructional personnel may participate for up to 96 months. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. The net pension liability does not include amounts for DROP participants, as these members are considered retired and are not accruing additional pension benefits.

Benefits Provided

Benefits under the FRS Plan are computed on the basis of age and/or years of service, average final compensation, and service credit. Credit for each year of service is expressed as a percentage of the average final compensation. For members initially enrolled before July 1, 2011, the average final compensation is the average of the 5 highest fiscal years' earnings; for members initially enrolled on or after July 1, 2011, the average final compensation is the average of the 8 highest fiscal years' earnings. The total percentage value of the benefit received is determined by calculating the total value of all service, which is based on the retirement class to which the member belonged when the service credit was earned. Members are eligible for in-line-of-duty or regular disability and survivors' benefits. The following chart shows the percentage value for each year of service credit earned:

<b>Class, Initial Enrollment, and Retirement Age/Years of Service:</b>	<b>% Value</b>
<b>Regular Class members initially enrolled before July 1, 2011</b>	
Retirement up to age 62 or up to 30 years of service	1.60
Retirement up to age 63 or up to 31 years of service	1.63
Retirement up to age 64 or up to 32 years of service	1.65
Retirement up to age 65 or up to 33 years of service	1.68
<b>Regular Class members initially enrolled on or after July 1, 2011</b>	
Retirement up to age 65 or up to 33 years of service	1.60
Retirement up to age 66 or up to 34 years of service	1.63
Retirement up to age 67 or up to 35 years of service	1.65
Retirement up to age 68 or up to 36 years of service	1.68
<b>Elected County Officers</b>	3.00
<b>Senior Management Service Class</b>	2.00
<b>Special Risk Regular</b>	
Service from December 1, 1970, through September 30, 1974	2.00
Service on and after October 1, 1974	3.00

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3 percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3 percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3 percent. FRS Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement. In 2017, Senate Bill 7022 made several changes to FRS. The bill provides for renewed membership in the investment plan to reemployed defined contribution plan retirees, as well as, In-Line-of Duty Death Benefits.

Contributions

The Florida Legislature establishes contribution rates for participating employers and employees. Effective July 1, 2011, all FRS Plan members (except those in DROP) are required to make 3 percent employee contributions on a pretax basis. The contribution rates attributable to the County, effective July 1, 2016, were applied to employee salaries as follows: regular employees 5.80 percent, county elected officials 40.75 percent, senior management 20.05 percent, and DROP participants 11.33 percent. The County's contributions to the FRS Plan were \$27,667,000 for the year ended September 30, 2017.

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2017, the County reported a liability of \$310,644,000 for its proportionate share of the FRS Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The County's proportion of the net pension liability was based on the County's contributions received by FRS during the measurement period for employer payroll paid dates from July 1, 2016, through June 30, 2017, relative to the total employer contributions received from all of FRS's participating employers. At June 30, 2017, the County's proportion was 1.0502 percent, which was an increase of 0.0080 percent from its proportion measured as of June 30, 2016.

For the year ended September 30, 2017, the County recognized pension expense of \$51,689,000 for its proportionate share of FRS's pension expense.

In addition, the County reported its proportionate share of FRS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ 28,509,000	\$ 1,721,000
Changes in Actuarial Assumptions	104,398,000	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	-	7,698,000
Changes in Proportion and Differences Between County Contributions and Proportionate Share of Contributions	11,418,000	7,404,000
County Contributions Subsequent to the Measurement Date	7,663,000	-
Total	\$ 151,988,000	\$ 16,823,000

Deferred outflows of resources related to pensions included \$7,663,000 resulting from contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net pension liability in the year ended September 30, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:	
2018	\$16,068,000
2019	42,792,000
2020	31,292,000
2021	7,974,000
2022	21,546,000
Thereafter	7,830,000

Actuarial Assumptions

The total pension liability in the July, 1 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60 %, per year
Salary increases	3.25 %, average
Investment rate of return	7.10 %

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. The actuarial assumptions used in the July 1, 2017, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

The long-term expected rate of return on pension plan investments was not based on historical returns, but instead is based on a forward-looking capital market economic model. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions, and includes an adjustment for the inflation assumption. The target allocation, as outlined in the FRS Plan's investment policy, and best estimates of arithmetic

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	3.0%	3.0%	1.8%
Fixed Income	18.0%	4.5%	4.4%	4.2%
Global Equity	53.0%	7.8%	6.6%	17.0%
Real Estate (property)	10.0%	6.6%	5.9%	12.8%
Private Equity	6.0%	11.5%	7.8%	30.0%
Strategic Investments	12.0%	6.1%	5.6%	9.7%
Totals	100%			
Assumed Inflation - Mean			2.6%	1.9%

Discount Rate

The discount rate used to measure the total pension liability was 7.10 percent for the FRS Plan. The projection of cash flows used to determine the discount rate assumed that employee and employer contributions will be made at the rate specified in statute. Based on that assumption, each of the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Pension Liability Sensitivity

The following presents the County's proportionate share of the net pension liability for the FRS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
FRS Plan Discount Rate	6.10%	7.10%	8.10%
County's Proportionate Share of the			
FRS Plan Net Pension Liability	\$ 562,246,000	\$ 310,644,000	\$ 101,756,000

Pension Plan Fiduciary Net Position

Detailed information about the FRS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. The report may be obtained through the Florida Department of Management Services website: <http://www.dms.myflorida.com>.

Retiree Health Insurance Subsidy Program (HIS Plan)

Plan Description

The Retiree Health Insurance Subsidy Program (HIS Plan) is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits Provided

For the fiscal year ended June 30, 2017, eligible retirees and beneficiaries received a monthly HIS payment of \$5 for each year of creditable service completed at the time of retirement, with a minimum HIS payment of \$30 and a maximum HIS payment of \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS Plan benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions

The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2017,

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

the contribution rate was 1.66 percent of payroll pursuant to section 112.363, Florida Statutes. The County contributed 100 percent of its statutorily required contributions for the current and preceding 3 years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or canceled. The County's contributions to the HIS Plan were \$4,526,000 for the year ended September 30, 2017.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At September 30, 2017, the County reported a liability of \$89,915,000 for its proportionate share of the HIS Plan's net pension liability. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2017. The County's proportion of the net pension liability was based on the County's contributions received during the measurement period for employer payroll paid dates from July 1, 2016, through June 30, 2017, relative to the total employer contributions received from all participating employers. At June 30, 2017, the County's proportion was 0.8409 percent, which was an increase of 0.0001 percent from its proportion measured as of June 30, 2016.

For the year ended September 30, 2017, the County recognized pension expense of \$7,190,000 for its proportionate share of HIS's pension expense. In addition, the County reported its proportionate share of HIS's deferred outflows of resources and deferred inflows of resources from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Economic Experience	\$ -	\$ 187,000
Changes in Actuarial Assumptions	12,639,000	7,775,000
Net Difference Between Projected and Actual Earnings on HIS Program Investments	49,000	-
Changes in Proportion and Differences Between County Contributions and Proportionate Share of Contributions	3,400,000	1,472,000
County Contributions Subsequent to the Measurement Date	1,159,000	-
Total	\$ 17,247,000	\$ 9,434,000

Deferred outflows of resources related to pensions included \$1,159,000 resulting from contributions subsequent to the measurement date. This amount will be recognized as a reduction of the net pension liability in the year ended September 30, 2018. Other amounts reported as deferred outflows and inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended September 30:

2018	\$1,825,000
2019	1,815,000
2020	1,811,000
2021	1,486,000
2022	832,000
Thereafter	(1,115,000)

Actuarial Assumptions

The total pension liability in the July 1, 2017, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.60 %, per year
Salary increases	3.25 %, avg with inflation
Municipal Bond Rate	3.58 %

Mortality rates were based on the Generational RP-2000 with Projection Scale BB. The actuarial

Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

assumptions used in the July 1, 2017, valuation were based on the results of an actuarial experience study for the period July 1, 2008, through June 30, 2013.

Discount Rate

The discount rate used to measure the total pension liability was 3.58 percent for the HIS Plan. In general, the discount rate for calculating the total pension liability is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the HIS Plan sponsor. The Bond Buyer General Obligation 20-Bond Municipal Bond Index was adopted as the applicable municipal bond index.

Pension Liability Sensitivity

The following presents the County's proportionate share of the net pension liability for the HIS Plan, calculated using the discount rate disclosed in the preceding paragraph, as well as what the County's proportionate share of the net pension liability would be if it were calculated using a discount rate one percentage point lower or one percentage point higher than the current discount rate:

Description	1% Decrease	Current Discount Rate	1% Increase in Discount Rate
HIS Plan Discount Rate	2.58%	3.58%	4.58%
County's Proportionate Share of the HIS Plan Net Pension Liability	\$ 102,605,000	\$ 89,915,000	\$ 79,345,000

Pension Plan Fiduciary Net Position

Detailed information about the HIS Plan's fiduciary's net position is available in a separately-issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report. That report may be obtained through the Florida Department of Management Services website: <http://www.dms.myflorida.com>.

*Defined Contribution Plan*

The Florida State Board of Administration (SBA) administers the defined contribution plan officially titled the FRS Investment Plan (Investment Plan). The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. County employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts, are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class, Elected County Officers, etc.), as the FRS defined benefit plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering plan, including the FRS Financial Guidance Program, are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members.

For all membership classes, employees are immediately vested in their own contributions and are vested after 1 year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the FRS Pension Plan is transferred to the Investment Plan, the member must have the years of service required for FRS Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to 5 years. If the employee

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

returns to FRS-covered employment within the 5-year period, the employee will regain control over their account. If the employee does not return within the 5-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended June 30, 2017, the information for the amount of forfeitures was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the County.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the FRS Pension Plan, or remain in the Investment Plan and rely upon that account balance for retirement income.

The County's Investment Plan pension expense totaled \$5,523,000 for the year ended September 30, 2017.

#### NOTE IX. OTHER INFORMATION

##### *Risk Management*

The County is exposed to various risks of loss related to torts, theft of, damage to, and destruction of assets, errors and omissions, injuries to employees, and natural disasters. After September 30, 1989, and prior to October 1, 1987, the Board established a Self-Insured Retention (SIR) program (an internal service fund) to account for and finance its uninsured risks of loss. Under this program, the SIR provides coverage in the areas mentioned below. The County purchases commercial insurance for claims in excess of coverage provided by the fund and for all other risks of loss. Settled claims have not exceeded this commercial coverage in any of the past three fiscal

years. As a result, there was no reduction in insurance coverage.

The County remains liable for open claims asserted prior to October 1, 1987, and after September 30, 1989, covered under the existing self-insurance program, limited to the established annual loss fund limits for unasserted claims for a period, generally four years after date of occurrence. Claims that are filed or settled after the end of the fiscal year of occurrence are charged to, and accumulated within, the year of occurrence. Consequently, the County's total liability within any one year is limited to the annual loss fund limits.

From October 1, 1987, to September 30, 1989, the County was a member of the Southwest Florida Intergovernmental Risk Management Association (SFIRMA), a local government liability risk pool. SFIRMA administered insurance activities similar to those provided by the Board's SIR program. SFIRMA absorbed losses up to a specific amount annually and purchased excess and other specific coverages from third-party carriers.

The County remains liable for estimated additional assessments of \$30,000 arising from its years of membership in SFIRMA, which has changed its name to Public Risk Management of Florida.

Additionally, the Board and the Sheriff maintain self-insurance internal service funds to administer insurance activities relating to countywide employee group health and dental programs. The County absorbs losses related to these programs up to aggregate annual loss fund limits. Excess and other specific coverages are purchased from third-party carriers. Funding for these programs is generated by charges to the operating departments based on management's annual estimates of claim loss funding and administration/operating costs.

At September 30, 2017, the County had recorded liabilities equal to the amounts reflected as reserved and unasserted claims. These amounts were calculated by the third-party self-insurance program's underwriters and actuaries, based on



Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

industry standards. These liabilities are subject to adjustments in future years, which would be

recorded as claim expenses when they are estimated.

The County's and Sheriff's SIR programs and excess insurance provides coverage for all the County and Sheriff departments' exposure. Funding for the SIR is generated by charges to the operating departments based on management's annual estimates of claim loss funding and administration/operating costs. Changes in the County and Sheriff funds' claims liability for the years ended September 30, 2017 and 2016, were as follows (dollars in thousands):

	Beginning of Fiscal Year Liability	Current Year Claims and Changes in Estimates	Claim Payments	Balance at Year- End
<i>Self-Insurance Group Health and Dental:</i>				
2017	\$10,286	\$92,092	(\$91,050)	\$11,328
2016	9,411	87,748	(86,873)	10,286
<i>Self-Insurance General Liability:</i>				
2017	\$13,106	\$11,071	(\$10,463)	\$13,714
2016	12,402	4,295	(3,591)	13,106

**Landfill Closure and Postclosure Liability**

The Florida Department of Environmental Protection (FDEP) requires the County to place a final cover on its landfill cells when it stops accepting waste and to perform certain maintenance and monitoring functions at the site for thirty years after closure. Although most closure and post-closure care costs will be paid only near or after the date that the landfill stops accepting waste, the County reports a small portion of these closure and postclosure care costs as an operating expense based on certain minor closure activities that have occurred as of the balance sheet date. The amount reported as landfill closure and postclosure care liability in the fund statements, \$15,063,000, represents the cumulative portion of total estimated closure and postclosure care as of September 30, 2017, based on the use of 39 percent of the capacity of the 99 acre active disposal areas at the landfill. The total estimated cost for closure and postclosure care for the landfill at September 30, 2017, was \$37,822,000. The County will recognize the remaining estimated cost of closure and postclosure care of \$22,759,000 as the remaining estimated capacity is filled. The County will recalculate its liability annually; the liability amount is based on what it presently would cost to perform all closure and postclosure care at September 30, 2017. The Class I - MSW landfill facility configuration, as

currently planned, is expected to provide approximately 19 more years of disposal capacity for Lee and Hendry Counties. Actual costs may be higher due to inflation, or changes in regulations. The County is required by FDEP to annually calculate closure and postclosure costs, and to provide proof of its capacity to fund closure costs. The County is in compliance with these requirements, and at September 30, 2017, cash and investments of \$11,108,000 are held for these purposes. These are reported as restricted assets on the balance sheet.

**Commitments and Contingencies**

The County is currently receiving, and has received in the past, grants that are subject to special compliance audits by the grantor agency that may result in disallowed expense amounts. These amounts constitute a contingent liability of the County. The County does not believe any contingent liabilities to be material.

The County currently prepares rebate calculations on all debt subject to arbitrage per the United States department of the Treasury Regulations, Section 1.148, and the Internal Revenue Service Code of 1986. Rebates, if any, are paid to the Internal Revenue Service every fifth year after the year of issuance and a final computation is completed when paid in full. Within the five-year period, any positive arbitrage (liability) can be offset by any



Lee County, Florida  
 NOTES TO THE FINANCIAL STATEMENTS  
 September 30, 2017

negative arbitrage (non-liability). These rebates constitute a contingent liability of the County. The County does not believe any contingent liabilities to be material.

The Sheriff has agreements with a corporation for the provision of inmate medical services and food services at its corrections and detention facilities. The contracts are paid 100 percent by the Sheriff through its annual budget. The food services are based on a cost per meal per inmate basis, and the future contract commitment is estimated at approximately \$2,800,000 per year based on the results of the current year. No liability is recorded in the fund statements, as any future commitment will be budgeted and paid from the subsequent year's budget. The minimum payment requirements for inmate medical services are as follows:

	<u>Amount</u>
Year ending September 30, 2017:	\$6,813,000

For the year ended September 30, 2017, the Sheriff paid \$10,520,000 for inmate medical services and \$2,701,000 for food services at its detention facilities.

The Sheriff has an agreement with a corporation to arrange for medical staff, including doctors, to be located at a site (clinic) designated by the Sheriff to provide medical services to the employees, dependents and retirees of the Sheriff. The agreement was renewed effective in July 1, 2016 for three (3) terms that automatically renew but is cancellable with one hundred twenty (120) written notice. The agreement automatically renews unless cancelled in writing. No liability is recorded in the fund statements, as any future commitment will be budgeted and paid from the subsequent year's budget.

Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of monies are recorded as reservations of budget, is employed as an extension of the statutory required budgetary process. Although encumbrances lapse at fiscal year-end it is the County's intention to substantially honor these encumbrances under authority provided in the

subsequent year's budget. Encumbrances outstanding at September 30, 2017, are as follows:

	<u>Amount</u>
General Fund	\$ 5,947,000
Other Governmental Funds	67,567,000

### *Litigation*

The County is a defendant in various civil lawsuits in both state and federal courts on a variety of issues. To the extent the outcome of such litigation has been determined to result in probably loss to the county, the loss has been recorded in the accompanying financial statements. Litigation where the County is not in a position at this time to predict the outcome of the lawsuits or the exact amount of costs and/or potential recovery is not recorded. The County plans to contest these matters unless settled. The County believes the outcome of these lawsuits will not have a material effect on the financial statements.

Dean Wish, LLC served a Bert Harris Act complaint to Lee County in January 2017. The claim in the amount of \$14,865,300 is in connection with Lee County's denial to approve the owner's application to administratively increase density of its property. The County intends to vigorously defend the claim.

### *Subsequent Events*

On December 4, 2017, the Board purchased the property known as Edison Farms for \$42,435,000 as a Conservation 2020 site. The agriculturally zoned land contains significant natural flow-ways and critical species habitat.

### *Change in Accounting Principle*

During the year ended September 30, 2017, the County implemented GASB Statement No. 75, "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions". During implementation the previously reported trust fund was analyzed and it was determined not to be an irrevocable trust fund. The implementation

Lee County, Florida  
NOTES TO THE FINANCIAL STATEMENTS  
September 30, 2017

of the pronouncement and the dissolution of the trust fund required the restatement of the September

30, 2016 net position of the governmental activities, business-type activities, and proprietary funds.

(dollars in thousands)

	Governmental Activities	Business-Type Activities
Net Position, as previously reported	\$ 1,688,273	\$ 1,520,511
Cumulative affect of dissolution of Trust fund	(18,443)	(17,426)
Cumulative affect of GASB 75 Other Postemployment Liability	(213,001)	(44,170)
Deferred Outflow of Resources for Subsequent Contributions	5,099	-
Net Position, as restated	<u>\$ 1,461,928</u>	<u>\$ 1,458,915</u>

(dollars in thousands)

	Port Authority	Water and Wastewater	Transportation Facilities	Solid Waste	Other Non- Major Transit	Governmental Activities - Internal Service Funds
Net Position, as previously reported	\$ 547,996	\$ 546,708	\$ 138,827	\$ 233,866	\$ 53,685	\$ 71,966
Cumulative affect of dissolution of Trust fund	(6,443)	(4,571)	(1,524)	(1,301)	(3,587)	15,284
Cumulative affect of GASB 75 Other Postemployment Liability	(15,013)	(12,361)	(4,040)	(3,837)	(8,919)	(1,652)
Net Position, as restated	<u>\$ 526,540</u>	<u>\$ 529,776</u>	<u>\$ 133,263</u>	<u>\$ 228,728</u>	<u>\$ 41,179</u>	<u>\$ 85,598</u>



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# Required Supplementary Information



Lee County, Florida  
**Required Supplementary Information**  
September 30, 2017

**Other Postemployment Benefits Plans**  
(unaudited)

***Group Health Program for Lee County Plan***

<u>Total OPEB liability</u>	2017
Service cost	\$ 15,683,000
Interest	12,235,000
Difference between expected and actual experience	1,259,000
Changes of assumptions	(106,418,000)
Benefit payments	(9,678,000)
Net change in total OPEB liability	(86,919,000)
 Total OPEB liability beginning	 388,961,000
Total OPEB liability ending	\$ 302,042,000
 Covered Payroll	 \$ 173,439,000
OPEB liability as a percentage of covered payroll	174.15%

**Notes to Schedule**

Changes in Assumptions:

- The discount rate changed from 4.00% at September 30, 2016 under GASB 45 to 3.06% at September 30, 2016 under GASB 75 and to 3.64% at September 30, 2017.
- Change in the mortality assumption from the aggregate 2006 base rates from the RP-2014 mortality study projected generationally from 2006 using Scale MP-2016 to the aggregate 2006 base rates from the RP-2014 mortality study projected generationally from 2006 using Scale MP-2017.
- Change in the percentage of future Medicare eligible retirees assumed to enroll in the Aetna plan from 50% to 60%, and a change in the percentage assumed to enroll in the Medicare Advantage plan from 50% to 40% percent.
- Change in the percentage of subsidy eligible retirees assumed to enroll in pre-65 medical coverage from 70% to 65%, to enroll initially in post-65 coverage from 56% to 49%, and to continue coverage upon attaining Medicare eligibility from 80% to 75%.
- Change in the percentage of non-subsidy eligible retirees assumed to enroll in pre-65 medical coverage from 40% to 25%, to enroll initially in post-65 coverage from 30% to 18%, and to continue coverage upon attaining Medicare eligibility from 75% to 70%.
- Health care claims rates and trend rates were updated to reflect the latest available information.

***Lee County Sheriff Health Care Plan***

<u>Total OPEB liability</u>	2017
Service cost	\$ 8,466,000
Interest	9,205,000
Changes of assumptions	31,576,000
Benefit payments	(5,099,000)
Net change in total OPEB liability	44,148,000
 Total OPEB liability beginning	 242,209,000
Total OPEB liability ending	\$ 286,357,000
 Covered Payroll	 \$ 75,677,000
OPEB liability as a percentage of covered payroll	378.39%

**Notes to Schedule**

Changes in Assumptions:

- Change in the discount rate from 3.71% as of the beginning of the measurement period to 3.06% as of September 30, 2016.

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is completed, the County will present information for only those years for which information is available.

Lee County, Florida  
 Required Supplementary Information  
 September 30, 2017

***Florida Retirement System Pension Plan***

**Schedule of the County's Proportionate Share of the Net Pension Liability  
 Last 4 Fiscal Years\***

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
County's Proportion of the Net Pension Liability	0.9638%	0.9683%	1.0422%	1.0502%
County's Proportionate Share of the Net Pension Liability	\$ 58,806,000	\$ 125,074,000	\$ 263,144,000	\$ 310,644,000
County's Covered-Employee Payroll	\$ 199,547,000	\$ 204,548,000	\$ 216,690,000	\$ 221,157,000
County's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered-Employee Payroll	29.47%	61.15%	121.44%	140.46%
Plan Fiduciary Net Position as a Percentage of the total Pension Liability	96.09%	92.00%	84.88%	83.89%

\*The amounts presented for each fiscal year were determined as of June 30.

**Schedule of County Contributions  
 Last 4 Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Contractually Required Contribution	\$ 22,247,000	\$ 23,938,000	\$ 26,777,000	\$ 27,667,000
Contributions in Relation to the Contractually Required Contribution	(22,247,000)	(23,938,000)	(26,777,000)	(27,667,000)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -
Covered employee payroll	\$ 200,627,000	\$ 206,528,000	\$ 218,803,000	\$ 225,182,000
Contributions as a percentage of covered employee payroll	11.09%	11.59%	12.24%	12.29%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

Lee County, Florida  
 Required Supplementary Information  
 September 30, 2017

***Retiree Health Insurance Subsidy Program***

**Schedule of the County's Proportionate Share of the Net Pension Liability  
 Last 4 Fiscal Years\***

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
County's Proportion of the Net Pension Liability	0.8101%	0.8103%	0.8408%	0.8409%
County's Proportionate Share of the Net Pension Liability	\$ 75,745,000	\$ 82,636,000	\$ 97,989,000	\$ 89,915,000
County's Covered-Employee Payroll	\$ 240,651,000	\$ 246,054,000	\$ 259,596,000	\$ 267,975,000
County's Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Its Covered-Employee Payroll	31.48%	33.58%	37.75%	33.55%
Plan Fiduciary Net Position as a Percentage of the total Pension Liability	0.99%	0.50%	0.97%	1.64%

\*The amounts presented for each fiscal year were determined as of June 30.

**Schedule of County Contributions  
 Last 4 Fiscal Years**

	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Contractually Required Contribution	\$ 3,136,000	\$ 3,375,000	\$ 4,363,000	\$ 4,526,000
Contributions in Relation to the Contractually Required Contribution	(3,136,000)	(3,375,000)	(4,363,000)	(4,526,000)
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered employee payroll	\$ 242,109,739	\$ 248,446,914	\$ 262,679,000	\$ 272,610,000
Contributions as a percentage of covered employee payroll	1.30%	1.36%	1.66%	1.66%

Note: Information is required to be presented for 10 years. However, until a full 10-year trend is compiled, the County will present information for only those years for which information is available.

# Supplemental Financial Information







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# General Fund



Lee County, Florida  
 COMBINING SCHEDULE - BALANCE SHEET  
 GENERAL FUND  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Board of County Commissioners	Clerk of Circuit Court	Property Appraiser	Sheriff
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 110,126	\$ 3,749	\$ 1,974	\$ 7,112
Receivables (net)				
Accounts	6,458	23	-	32
Accrued interest	186	-	-	-
Due from other funds	13,650	70	-	3,325
Due from other governments	4,294	8	-	-
Inventory	711	24	-	-
Total assets	<u>135,425</u>	<u>3,874</u>	<u>1,974</u>	<u>10,469</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	4,701	190	11	8,098
Accrued liabilities	3,244	127	197	2,201
Due to other funds	1,283	608	1,521	170
Due to other governments	4,573	274	245	-
Deposits and overbids	75	2,659	-	-
Unearned revenues	547	16	-	-
Other	40	-	-	-
Total liabilities	<u>14,463</u>	<u>3,874</u>	<u>1,974</u>	<u>10,469</u>
<b>Deferred Inflows of Resources:</b>				
Grants receivable	114	-	-	-
Total deferred inflows of resources	<u>114</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balances:</b>				
Nonspendable	297	24	-	-
Restricted	414	-	-	-
Committed	6	-	-	-
Assigned	4,909	-	-	-
Unassigned	115,222	(24)	-	-
Total fund balances	<u>120,848</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total liabilities and fund balances	<u>\$ 135,425</u>	<u>\$ 3,874</u>	<u>\$ 1,974</u>	<u>\$ 10,469</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE - BALANCE SHEET  
 GENERAL FUND  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Supervisor of Elections	Tax Collector	Eliminations	Total
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 1,930	\$ 12,475	\$ -	\$ 137,366
Receivables (net)				
Accounts	-	53	-	6,566
Accrued interest	-	-	-	186
Due from other funds	-	2	(12,486)	4,561
Due from other governments	-	6	-	4,308
Inventory	-	-	-	735
Total assets	<u>1,930</u>	<u>12,536</u>	<u>(12,486)</u>	<u>153,722</u>
<b>LIABILITIES AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	62	232	-	13,294
Accrued liabilities	72	352	-	6,193
Due to other funds	1,229	10,315	(12,486)	2,640
Due to other governments	-	1,637	-	6,729
Deposits and overbids	-	-	-	2,734
Unearned revenues	167	-	-	730
Other	-	-	-	40
Total liabilities	<u>1,530</u>	<u>12,536</u>	<u>(12,486)</u>	<u>32,360</u>
<b>Deferred Inflows of Resources:</b>				
Grants receivable	-	-	-	114
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>114</u>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	321
Restricted	-	-	-	414
Committed	-	-	-	6
Assigned	400	-	-	5,309
Unassigned	-	-	-	115,198
Total fund balances	<u>400</u>	<u>-</u>	<u>-</u>	<u>121,248</u>
Total liabilities and fund balances	<u>\$ 1,930</u>	<u>\$ 12,536</u>	<u>\$ (12,486)</u>	<u>\$ 153,722</u>

See accompanying independent auditors' report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Board of County Commissioners	Clerk of Circuit Court	Property Appraiser	Sheriff
<b>REVENUES</b>				
Taxes	\$ 282,682	\$ -	\$ -	\$ -
Licenses and permits	291	-	-	-
Intergovernmental	68,213	1,189	1,398	-
Charges for services	31,129	4,820	328	-
Fines and forfeitures	140	-	-	-
Miscellaneous	4,246	399	81	1,217
<b>Total revenues</b>	<b>386,701</b>	<b>6,408</b>	<b>1,807</b>	<b>1,217</b>
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	66,522	14,274	7,780	9,554
Public safety	50,500	-	-	155,866
Physical environment	4,125	-	-	-
Transportation	68	-	-	-
Economic environment	5,831	-	-	-
Human services	14,206	-	-	-
Culture and recreation	15,871	-	-	-
<b>Capital outlay</b>				
General government	1,819	261	64	-
Public safety	864	-	-	1,756
Physical environment	171	-	-	-
Economic environment	21	-	-	-
Human services	1	-	-	-
Culture and recreation	392	-	-	-
<b>Debt service</b>				
Principal retirement	-	-	-	438
Interest and fiscal charges	-	-	-	129
<b>Total expenditures</b>	<b>160,391</b>	<b>14,535</b>	<b>7,844</b>	<b>167,743</b>
Excess (deficiencies) of revenues over (under) expenditures	226,310	(8,127)	(6,037)	(166,526)
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	19,043	8,655	7,544	166,696
Transfers out	(257,414)	(528)	(1,507)	(170)
<b>Total other financing sources and (uses)</b>	<b>(238,371)</b>	<b>8,127</b>	<b>6,037</b>	<b>166,526</b>
Net change in fund balances	(12,061)	-	-	-
Fund balances - beginning	132,909	-	-	-
Fund balances - ending	\$ 120,848	\$ -	\$ -	\$ -

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Supervisor of Elections	Tax Collector	Eliminations	Total
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ -	\$ 282,682
Licenses and permits	-	-	-	291
Intergovernmental	104	-	-	70,904
Charges for services	54	27,807	(15,569)	48,569
Fines and forfeitures	-	-	-	140
Miscellaneous	2	156	-	6,101
Total revenues	<u>160</u>	<u>27,963</u>	<u>(15,569)</u>	<u>408,687</u>
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	6,475	18,424	(15,569)	107,460
Public safety	-	-	-	206,366
Physical environment	-	-	-	4,125
Transportation	-	-	-	68
Economic environment	-	-	-	5,831
Human services	-	-	-	14,206
Culture and recreation	-	-	-	15,871
<b>Capital outlay</b>				
General government	72	25	-	2,241
Public safety	-	-	-	2,620
Physical environment	-	-	-	171
Economic environment	-	-	-	21
Human services	-	-	-	1
Culture and recreation	-	-	-	392
<b>Debt service</b>				
Principal retirement	-	-	-	438
Interest and fiscal charges	-	-	-	129
Total expenditures	<u>6,547</u>	<u>18,449</u>	<u>(15,569)</u>	<u>359,940</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(6,387)</u>	<u>9,514</u>	<u>-</u>	<u>48,747</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	8,016	-	(203,217)	6,737
Transfers out	(1,229)	(9,514)	203,217	(67,145)
Total other financing sources and (uses)	<u>6,787</u>	<u>(9,514)</u>	<u>-</u>	<u>(60,408)</u>
Net change in fund balances	400	-	-	(11,661)
Fund balances - beginning	-	-	-	132,909
Fund balances - ending	<u>\$ 400</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 121,248</u>

See accompanying independent auditor's report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non - GAAP Budgetary Basis) AND ACTUAL  
 GENERAL FUND

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Board of County Commissioners		Non - GAAP Clerk of Circuit Court		Non - GAAP Property Appraiser	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ 278,586	\$ 282,682	\$ -	\$ -	\$ -	\$ -
Licenses and permits	165	291	-	-	-	-
Intergovernmental	72,573	68,327	1,185	1,189	1,204	960
Charges for services	30,059	30,928	4,698	4,820	-	-
Fines and forfeitures	156	140	-	-	-	-
Miscellaneous	4,541	4,460	262	399	-	81
<b>Total revenues</b>	<b>386,080</b>	<b>386,828</b>	<b>6,145</b>	<b>6,408</b>	<b>1,204</b>	<b>1,041</b>
<b>EXPENDITURES</b>						
<b>Current</b>						
General government	77,208	67,011	14,532	14,274	8,681	7,014
Public safety	50,703	50,500	-	-	-	-
Physical environment	8,101	4,125	-	-	-	-
Transportation	81	68	-	-	-	-
Economic environment	7,571	4,683	-	-	-	-
Human services	15,943	14,206	-	-	-	-
Culture and recreation	18,448	15,871	-	-	-	-
<b>Capital outlay</b>						
General government	95	1,819	268	261	64	64
Public safety	1,060	864	-	-	-	-
Physical environment	75	171	-	-	-	-
Economic environment	-	21	-	-	-	-
Human services	-	1	-	-	-	-
Culture and recreation	134	392	-	-	-	-
<b>Debt service</b>						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
<b>Total expenditures</b>	<b>179,419</b>	<b>159,732</b>	<b>14,800</b>	<b>14,535</b>	<b>8,745</b>	<b>7,078</b>
<b>Excess (deficiencies) of revenues over (under) expenditures</b>	<b>206,661</b>	<b>227,096</b>	<b>(8,655)</b>	<b>(8,127)</b>	<b>(7,541)</b>	<b>(6,037)</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	20,187	19,043	8,655	8,655	7,541	7,544
Transfers out	(256,995)	(256,939)	-	(528)	-	(1,507)
<b>Total other financing sources (uses)</b>	<b>(236,808)</b>	<b>(237,896)</b>	<b>8,655</b>	<b>8,127</b>	<b>7,541</b>	<b>6,037</b>
<b>Excess (deficiencies) of revenues and other financing sources over (under) expenditures and other financing uses</b>	<b>(30,147)</b>	<b>(10,800)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Fund balances - beginning	131,121	131,972	-	-	-	-
Fund balances - ending	\$ 100,974	\$ 121,172	\$ -	\$ -	\$ -	\$ -

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non - GAAP Budgetary Basis) AND ACTUAL  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Sheriff		Supervisor of Elections		Tax Collector	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	104	-	-
Charges for services	-	-	-	54	29,244	27,807
Fines and forfeitures	-	-	-	-	-	-
Miscellaneous	1,217	1,217	-	2	125	156
Total revenues	<u>1,217</u>	<u>1,217</u>	<u>-</u>	<u>160</u>	<u>29,369</u>	<u>27,963</u>
<b>EXPENDITURES</b>						
<b>Current</b>						
General government	9,554	9,554	7,936	6,475	20,374	18,424
Public safety	155,866	155,866	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
<b>Capital outlay</b>						
General government	-	-	80	72	212	25
Public safety	1,756	1,756	-	-	-	-
Physical environment	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
<b>Debt service</b>						
Principal retirement	438	438	-	-	-	-
Interest and fiscal charges	129	129	-	-	-	-
Total expenditures	<u>167,743</u>	<u>167,743</u>	<u>8,016</u>	<u>6,547</u>	<u>20,586</u>	<u>18,449</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(166,526)</u>	<u>(166,526)</u>	<u>(8,016)</u>	<u>(6,387)</u>	<u>8,783</u>	<u>9,514</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	166,696	166,696	8,016	8,016	-	-
Transfers out	(170)	(170)	-	(1,229)	(8,783)	(9,514)
Total other financing sources (uses)	<u>166,526</u>	<u>166,526</u>	<u>8,016</u>	<u>6,787</u>	<u>(8,783)</u>	<u>(9,514)</u>
Excess (deficiencies) of revenues and other financing sources over (under) expenditures and other financing uses	-	-	-	400	-	-
Fund balances - beginning	-	-	-	-	-	-
Fund balances - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 400</u>	<u>\$ -</u>	<u>\$ -</u>

(continued)



Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non - GAAP Budgetary Basis) AND ACTUAL  
 GENERAL FUND  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	
<b>REVENUES</b>			
Taxes	\$ 278,586	\$ 282,682	\$ 4,096
Licenses and permits	165	291	126
Intergovernmental	74,962	70,580	(4,382)
Charges for services	64,001	63,609	(392)
Fines and forfeitures	156	140	(16)
Miscellaneous	6,145	6,315	170
Total revenues	<u>424,015</u>	<u>423,617</u>	<u>(398)</u>
<b>EXPENDITURES</b>			
Current			
General government	138,285	122,752	15,533
Public safety	206,569	206,366	203
Physical environment	8,101	4,125	3,976
Transportation	81	68	13
Economic environment	7,571	4,683	2,888
Human services	15,943	14,206	1,737
Culture and recreation	18,448	15,871	2,577
Capital outlay			
General government	719	2,241	(1,522)
Public safety	2,816	2,620	196
Physical environment	75	171	(96)
Economic environment	-	21	(21)
Human services	-	1	(1)
Culture and recreation	134	392	(258)
Debt service			
Principal retirement	438	438	-
Interest and fiscal charges	129	129	-
Total expenditures	<u>399,309</u>	<u>374,084</u>	<u>25,225</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>24,706</u>	<u>49,533</u>	<u>24,827</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	211,095	209,954	(1,141)
Transfers out	(265,948)	(269,887)	(3,939)
Total other financing sources (uses)	<u>(54,853)</u>	<u>(59,933)</u>	<u>(5,080)</u>
Excess (deficiencies) of revenues and other financing sources over (under) expenditures and other financing uses	<u>(30,147)</u>	<u>(10,400)</u>	<u>19,747</u>
Fund balances - beginning	<u>131,121</u>	<u>131,972</u>	<u>851</u>
Fund balances - ending	<u>\$ 100,974</u>	<u>\$ 121,572</u>	<u>\$ 20,598</u>

# Non-Major Governmental Funds



# Non-Major Governmental Fund Descriptions

## Special Revenue Funds

Special revenue funds are used to account for proceeds of specific revenue sources, other than expendable trusts, debt service, or capital projects that are legally restricted to expenditures for specific purposes

*Municipal Service Benefit Unit Districts-* To account for revenues and expenditures to be used for costs incurred on behalf of the special improvement districts, such as lighting, fire hydrants, and street paving

*Special Assessment Districts-* To account for special assessments collected within certain unincorporated areas of the County to provide improvements (lighting, roads, etc.)

*Law Enforcement Trust-* To account for the monies held in trust by Lee County for the cost of protracted or complex investigations in the form of technical equipment, expertise, or other law enforcement purposes as the Board deems appropriate which are not normal operating needs of the law enforcement agency.

*Special Revenue Projects-* To account for revenues that are restricted for specific expenditures or projects.

*State Housing Incentives Partnership Program (SHIP)-* To account for SHIP grants

*Human Services Grants-* To account for grant monies received to fund various Human Services projects

*Lee County Library-* To account for ad valorem taxes and governmental grant funds designated to operate and maintain the County's public library system.

*E 9-1-1-* To account for revenues and expenditures to be used for the acquisition, development, and operation of the E 9-1-1 emergency telephone system for Lee County

*MSTU-* To account for ad valorem taxes, building license and permit fees, administration fees, charges for Animal Services, and other revenues, and expenditures to be used in the unincorporated areas of the County for services rendered

*Tourist Development Trust Fund-* To account for the five percent tax on rents for temporary lodgings. This tax, approved by a voter referendum in 1982, is restricted for promotion of tourism and specific projects that have been identified as encouraging tourism such as beach and shoreline improvements, the William Hammond Stadium, and JetBlue Park. The debt service and operations for the stadiums are also allowed to be paid from this tax

*Transportation Trust-* To account for gas taxes distributed by the State of Florida designated for the construction and operating maintenance of County roads

*All Hazards Protection-* To account for revenues and expenditures to be used for the implementation of a hazardous preparedness, response, and recovery program.

*Impact Fees-Community Parks-* To account for revenues received from impact fees that are restricted for use for capital improvements for designated community park districts.

## *Special Revenue Funds (continued)*

*Impact Fees-Regional Parks-* To account for revenues received from impact fees that are restricted for use for capital improvements for County regional parks.

*Impact Fees-Roads-* To account for revenues received from impact fees that are restricted for use for capital improvements to, and expansion of, transportation projects within designated road network areas.

*Impact Fees-EMS-* To account for revenues received from impact fees that are restricted for the purpose of providing advanced life support and related services within Lee County, except for Lehigh Acres Fire Control and Rescue District.

*Animal Trust Fund-* To account for donations and expenditures used to improve the welfare of animals served by Lee County Animal Services.

*Court Administration-* To account for the revenues and expenditures of the Twentieth Judicial Circuit Court Administrator's Office funded by Lee County.

*Clerk of Circuit Court's Special Revenue-* To account for revenues and expenditures mandated by Chapter 28 24(15)(d), *Florida Statutes*, to be held in trust by the Clerk and used exclusively for equipment and maintenance of equipment, personnel training, and technical assistance in modernizing the public records system of the office, and Chapter 28 24 (12)(e), *Florida Statutes*, to provide Court Technology support as defined in Chapter 28.008(1)(f)(2) and (h), *Florida Statutes*.

*Property Appraiser's Special Revenues-* To account for revenues used to operate the County's Geographical Information System (GIS).

*Sheriff's Special Revenues-* To account for grant revenues to be used for law enforcement purposes.

## *Debt Service Funds*

**D**ebt service funds are used to account for the accumulation of resources to be used for payment of governmental funds' debt principal, interest, and related costs.

*Local Option Gas Tax Loan-* To account for payment of the 2014 loan, which partially refunded the Five Cent Local Option Gas Tax Bond, Series 2004. Funding is from the five-cent local option gas tax revenue.

*Tourist Development Tax Revenue Bonds-* To account for payment of the 2004, 2010A, 2010B, 2010C, and 2013 Bonds. Funding is from tourist development tax revenues, William Hammond Stadium and JetBlue Park rental revenue.

*Capital Revenue Bonds-* To account for payment of the 2006 Bonds. Funding is from ambulance service receipts, building and zoning permits and fees, data processing fees, excess County Officer fees, franchise fees, guaranteed entitlement funds, investment earnings, license fees, pledged gas taxes, and sales tax.

## *Debt Service Funds (continued)*

*Non Ad-Valorem Revenue Bond* - To account for payment of the 2012 and 2015 bonds. Funding is from legally available non-ad valorem revenues, which are non-ad valorem revenues less general government and public safety expenditures that are not paid from ad valorem revenues.

*MSBU Projects Commercial Loan*- To account for payment of the loan obligations for various special improvement districts. Funding is from special assessment tax revenue

*Non Ad-Valorem Loan* - To account for payment of the 2013 loan, which refunded the Capital and Transportation Facilities Revenue Bonds, Series 2003. Funding is from legally available non-ad valorem revenues, which are non-ad valorem revenues less general government and public safety expenditures that are not paid from ad valorem revenues.

## *Capital Projects Funds*

Capital projects funds are used to account for financial resources to be used for the acquisition, construction, or improvement of major capital facilities and infrastructure other than those financed by proprietary funds.

*Capital Improvement*- To account for ad valorem taxes and other revenues, and expenditures to be used for the acquisition or construction of major non-transportation related capital facilities.

*Special Assessment Districts Construction*- To account for the financial resources to be used for the improvement projects (lighting, roads, etc.) in certain unincorporated areas of the County for which a special assessment is collected.

*Transportation Capital Improvements*- To account for financial resources to be used for the acquisition or construction of major transportation-related infrastructure.

*Human Services Grant Construction*- To account for grant proceeds to be used to construct various capital projects.

*Library Construction Projects*- To account for the financial resources to be used for the Library construction projects

*All Hazards Protection Construction Projects*- To account for the financial resources to be used for the construction projects of the hazardous preparedness, response, and recovery program.

*Impact Fees Community Parks Construction*- To account for the financial resources for the capital improvements from impact fees that are designated for community park districts.

*Impact Fees Regional Parks Construction*- To account for the financial resources for the capital improvements from impact fees that are designated for County regional parks.

*Impact Fees Road Construction*- To account for the financial resources for the capital improvements to, and expansion of, transportation projects from impact fees that are designated within road network areas

*Impact Fees EMS Construction*- To account for financial resources to be used for EMS capital projects from impact fees related to designated areas within the County.

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	Municipal Service Benefit Unit Districts	Special Assessment Districts	Law Enforcement Trust	Special Revenue Projects
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 3,264	\$ 3,885	\$ 902	\$ 5,442
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	3,711	-	-
Accrued interest	6	264	1	7
Due from other funds	40	2	451	165
Due from other governments	-	-	-	116
Inventory	-	-	-	-
<b>Total assets</b>	<b>3,310</b>	<b>7,862</b>	<b>1,354</b>	<b>5,730</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	8	120	-	251
Accrued liabilities	-	3	-	13
Due to other funds	4	-	-	6
Due to other governments	-	1	-	7
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>12</b>	<b>124</b>	<b>-</b>	<b>277</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	3,957	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>3,957</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	3,298	3,781	1,354	5,330
Committed	-	-	-	123
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>3,298</b>	<b>3,781</b>	<b>1,354</b>	<b>5,453</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 3,310</b>	<b>\$ 7,862</b>	<b>\$ 1,354</b>	<b>\$ 5,730</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	State Housing Incentives Partnership Program	Human Services Grants	Lee County Library	E 9-1-1
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 4,521	\$ 321	\$ 11,716	\$ 11,173
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	-	-	-
Accrued interest	7	1	27	17
Due from other funds	-	-	322	-
Due from other governments	-	249	-	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>4,528</b>	<b>571</b>	<b>12,065</b>	<b>11,190</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	242	88	268	149
Accrued liabilities	-	-	356	26
Due to other funds	-	150	40	1
Due to other governments	-	1	165	15
Deposits and overbids	-	-	-	-
Unearned revenues	-	118	-	-
<b>Total liabilities</b>	<b>242</b>	<b>357</b>	<b>829</b>	<b>191</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	4,286	214	-	10,999
Committed	-	-	11,236	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>4,286</b>	<b>214</b>	<b>11,236</b>	<b>10,999</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 4,528</b>	<b>\$ 571</b>	<b>\$ 12,065</b>	<b>\$ 11,190</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
NON - MAJOR GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	MSTU	Tourist Development Trust Fund	Transportation Trust	All Hazards Protection
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 32,630	\$ 24,920	\$ 3,322	\$ 5,344
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	18	4	115	-
Special assessments	-	-	-	-
Accrued interest	58	28	3	9
Due from other funds	424	25	18	25
Due from other governments	1,097	-	898	-
Inventory	79	16	2,559	-
<b>Total assets</b>	<b>34,306</b>	<b>24,993</b>	<b>6,915</b>	<b>5,378</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	666	1,317	930	576
Accrued liabilities	819	99	585	43
Due to other funds	106	65	160	26
Due to other governments	442	74	267	33
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>2,033</b>	<b>1,555</b>	<b>1,942</b>	<b>678</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	7	-	18	-
Grants receivable	-	-	77	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>7</b>	<b>-</b>	<b>95</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	79	16	2,559	-
Restricted	-	23,422	-	4,700
Committed	32,187	-	-	-
Assigned	-	-	2,319	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>32,266</b>	<b>23,438</b>	<b>4,878</b>	<b>4,700</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 34,306</b>	<b>\$ 24,993</b>	<b>\$ 6,915</b>	<b>\$ 5,378</b>

See accompanying independent auditor's report.

(continued)



Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	Impact Fees- Community Parks	Impact Fees- Regional Parks	Impact Fees- Roads	Impact Fees- EMS
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 5,075	\$ 2,333	\$ 7,940	\$ 769
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	-	-	-
Accrued interest	8	3	25	1
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>5,083</b>	<b>2,336</b>	<b>7,965</b>	<b>770</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	-	-	-	-
Accrued liabilities	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	5,083	2,336	7,965	770
Committed	-	-	-	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>5,083</b>	<b>2,336</b>	<b>7,965</b>	<b>770</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 5,083</b>	<b>\$ 2,336</b>	<b>\$ 7,965</b>	<b>\$ 770</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
NON - MAJOR GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds			
	Animal Trust Fund	Court Administration	Clerk of Circuit Court's Special Revenue	Property Appraiser's Special Revenues
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 427	\$ 2,854	\$ 17,526	\$ 230
Cash and cash equivalents with fiscal agent	-	-	-	-
Receivables (net)				
Accounts	-	-	2	-
Special assessments	-	-	-	-
Accrued interest	1	3	-	-
Due from other funds	1	309	-	-
Due from other governments	-	32	258	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>429</b>	<b>3,198</b>	<b>17,786</b>	<b>230</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	10	485	124	1
Accrued liabilities	-	140	120	28
Due to other funds	-	8	345	201
Due to other governments	-	229	1,088	-
Deposits and overbids	-	-	5,181	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>10</b>	<b>862</b>	<b>6,858</b>	<b>230</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	-	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	-	-	7,439	-
Committed	419	2,336	3,489	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>419</b>	<b>2,336</b>	<b>10,928</b>	<b>-</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 429</b>	<b>\$ 3,198</b>	<b>\$ 17,786</b>	<b>\$ 230</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Special Revenue Funds	Debt Service Funds	
	Sheriff's Special Revenues	Local Option Gas Tax Loan	Tourist Development Tax Revenue Bonds
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 2,361	\$ 1	\$ 5,360
Cash and cash equivalents with fiscal agent	-	-	4,508
Receivables (net)			
Accounts	238	-	-
Special assessments	-	-	-
Accrued interest	-	-	-
Due from other funds	64	-	1
Due from other governments	293	-	-
Inventory	-	-	-
<b>Total assets</b>	<u>2,956</u>	<u>1</u>	<u>9,869</u>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	84	-	-
Accrued liabilities	53	-	-
Due to other funds	3,761	1	25
Due to other governments	5	-	-
Deposits and overbids	-	-	-
Unearned revenues	292	-	-
<b>Total liabilities</b>	<u>4,195</u>	<u>1</u>	<u>25</u>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	-
Grants receivable	-	-	-
Special assessment receivable	-	-	-
<b>Total deferred inflows of resources</b>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Fund Balances:</b>			
Nonspendable	-	-	-
Restricted	-	-	9,844
Committed	-	-	-
Assigned	-	-	-
Unassigned	(1,239)	-	-
<b>Total fund balances</b>	<u>(1,239)</u>	<u>-</u>	<u>9,844</u>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<u>\$ 2,956</u>	<u>\$ 1</u>	<u>\$ 9,869</u>

See accompanying independent auditor's report.

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Debt Service Funds		Capital Projects Funds	
	Non-Ad Valorem Revenue Bonds	Non-Ad Valorem Loan	Capital Improvement	Special Assessment Districts Construction
<b>ASSETS</b>				
Cash, cash equivalents and investments	\$ 7	\$ 1	\$ 143,593	\$ 541
Cash and cash equivalents with fiscal agent	10,003	1,347	-	-
Receivables (net)				
Accounts	-	-	-	-
Special assessments	-	-	-	-
Accrued interest	-	-	248	1
Due from other funds	-	-	6	-
Due from other governments	-	-	300	-
Inventory	-	-	-	-
<b>Total assets</b>	<b>10,010</b>	<b>1,348</b>	<b>144,147</b>	<b>542</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>				
<b>Liabilities:</b>				
Contracts and accounts payable	-	-	1,655	-
Accrued liabilities	-	-	37	-
Due to other funds	-	-	25	-
Due to other governments	-	-	1,141	-
Deposits and overbids	-	-	-	-
Unearned revenues	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>-</b>	<b>2,858</b>	<b>-</b>
<b>Deferred inflows of resources:</b>				
Accounts receivable	-	-	-	-
Grants receivable	-	-	89	-
Special assessment receivable	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>89</b>	<b>-</b>
<b>Fund Balances:</b>				
Nonspendable	-	-	-	-
Restricted	10,010	1,348	-	542
Committed	-	-	141,200	-
Assigned	-	-	-	-
Unassigned	-	-	-	-
<b>Total fund balances</b>	<b>10,010</b>	<b>1,348</b>	<b>141,200</b>	<b>542</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 10,010</b>	<b>\$ 1,348</b>	<b>\$ 144,147</b>	<b>\$ 542</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
NON - MAJOR GOVERNMENTAL FUNDS  
As of September 30, 2017  
(amounts expressed in thousands)

	Capital Projects Funds		
	Transportation Capital Improvements	Human Services Grant Construction	Library Construction Projects
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 128,888	\$ 42	\$ 20,293
Cash and cash equivalents with fiscal agent	-	-	-
Receivables (net)	-	-	-
Accounts	-	-	-
Special assessments	-	-	-
Accrued interest	196	-	31
Due from other funds	10,638	-	-
Due from other governments	1,750	340	-
Inventory	-	-	-
<b>Total assets</b>	<b>141,472</b>	<b>382</b>	<b>20,324</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	7,740	441	169
Accrued liabilities	-	-	-
Due to other funds	62	-	-
Due to other governments	-	-	-
Deposits and overbids	-	-	-
Unearned revenues	-	-	-
<b>Total liabilities</b>	<b>7,802</b>	<b>441</b>	<b>169</b>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	-
Grants receivable	-	-	-
Special assessment receivable	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	-
Restricted	133,670	-	-
Committed	-	-	20,155
Assigned	-	-	-
Unassigned	-	(59)	-
<b>Total fund balances</b>	<b>133,670</b>	<b>(59)</b>	<b>20,155</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 141,472</b>	<b>\$ 382</b>	<b>\$ 20,324</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Capital Projects Funds		
	All Hazards Protection Construction Projects	Impact Fees Community Parks Construction	Impact Fees Regional Parks Construction
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 697	\$ 1,912	\$ 374
Cash and cash equivalents with fiscal agent	-	-	-
Receivables (net)			
Accounts	-	-	-
Special assessments	-	-	-
Accrued interest	1	3	1
Due from other funds	-	-	-
Due from other governments	-	-	-
Inventory	-	-	-
<b>Total assets</b>	<b>698</b>	<b>1,915</b>	<b>375</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	-	7	36
Accrued liabilities	-	-	-
Due to other funds	-	-	1
Due to other governments	-	-	-
Deposits and overbids	-	-	-
Unearned revenues	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>7</b>	<b>37</b>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	-
Grants receivable	-	-	-
Special assessment receivable	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	-
Restricted	698	1,908	338
Committed	-	-	-
Assigned	-	-	-
Unassigned	-	-	-
<b>Total fund balances</b>	<b>698</b>	<b>1,908</b>	<b>338</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 698</b>	<b>\$ 1,915</b>	<b>\$ 375</b>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
**COMBINING BALANCE SHEET**  
**NON - MAJOR GOVERNMENTAL FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Capital Projects Funds		Total Non-Major Governmental Funds
	Impact Fees Road Construction	Impact Fees EMS Construction	
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 15,799	\$ 625	\$ 465,088
Cash and cash equivalents with fiscal agent	-	-	15,858
Receivables (net)			
Accounts	-	-	377
Special assessments	-	-	3,711
Accrued interest	13	1	964
Due from other funds	-	-	12,491
Due from other governments	-	-	5,333
Inventory	-	-	2,654
<b>Total assets</b>	<b>15,812</b>	<b>626</b>	<b>506,476</b>
<b>LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES</b>			
<b>Liabilities:</b>			
Contracts and accounts payable	729	101	16,197
Accrued liabilities	-	-	2,322
Due to other funds	-	-	4,987
Due to other governments	-	-	3,468
Deposits and overbids	-	-	5,181
Unearned revenues	-	-	410
<b>Total liabilities</b>	<b>729</b>	<b>101</b>	<b>32,565</b>
<b>Deferred inflows of resources:</b>			
Accounts receivable	-	-	25
Grants receivable	-	-	166
Special assessment receivable	-	-	3,957
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>4,148</b>
<b>Fund Balances:</b>			
Nonspendable	-	-	2,654
Restricted	15,083	525	254,943
Committed	-	-	211,145
Assigned	-	-	2,319
Unassigned	-	-	(1,298)
<b>Total fund balances</b>	<b>15,083</b>	<b>525</b>	<b>469,763</b>
<b>Total liabilities, deferred inflows of resources,     and fund balances</b>	<b>\$ 15,812</b>	<b>\$ 626</b>	<b>\$ 506,476</b>

See accompanying independent auditor's report.

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	Municipal Service Benefit Unit Districts	Special Assessment Districts	Law Enforcement Trust	Special Revenue Projects
<b>REVENUES</b>				
Taxes	\$ 4,223	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	-	-	-	1,691
Charges for services	-	109	-	628
Fines and forfeitures	-	-	598	316
Impact fees	-	-	-	-
Special assessments	-	1,174	-	-
Miscellaneous	34	64	8	60
Total revenues	4,257	1,347	606	2,695
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	108	424	-	186
Public safety	1,297	-	-	42
Physical environment	-	-	-	608
Transportation	1,832	374	-	-
Economic environment	-	-	-	-
Human services	-	-	-	1,600
Culture and recreation	-	-	-	-
<b>Capital outlay</b>				
General government	-	-	-	-
Public safety	-	-	-	58
Physical environment	-	-	-	20
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
<b>Debt service</b>				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	3,237	798	-	2,514
Excess (deficiencies) of revenue over (under) expenditures	1,020	549	606	181
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	38	2	-	-
Transfer out	(6)	(632)	(790)	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	32	(630)	(790)	-
Net change in fund balances	1,052	(81)	(184)	181
Fund balances - beginning	2,246	3,862	1,538	5,272
Fund balances - ending	\$ 3,298	\$ 3,781	\$ 1,354	\$ 5,453

See accompanying independent auditor's report.

(continued)



Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	State Housing Incentives Partnership Program	Human Services Grants	Lee County Library	E 9-1-1
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ 34,241	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	2,790	2,756	1,212	-
Charges for services	-	-	124	3,242
Fines and forfeitures	-	-	319	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	185	2	1,373	88
Total revenues	2,975	2,758	37,269	3,330
<b>EXPENDITURES</b>				
Current				
General government	-	-	920	-
Public safety	-	-	-	2,182
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	2,021	2,756	-	-
Human services	-	-	-	-
Culture and recreation	-	-	26,346	-
Capital outlay				
General government	-	-	-	-
Public safety	-	-	-	93
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	248	-
Debt service				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	2,021	2,756	27,514	2,275
Excess (deficiencies) of revenue over (under) expenditures	954	2	9,755	1,055
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	-	-	311	-
Transfer out	-	-	(7,948)	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	-	-	(7,637)	-
Net change in fund balances	954	2	2,118	1,055
Fund balances - beginning	3,332	212	9,118	9,944
Fund balances - ending	\$ 4,286	\$ 214	\$ 11,236	\$ 10,999

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	MSTU	Tourist Development Trust	Transportation Trust	All Hazards Protection
<b>REVENUES</b>				
Taxes	\$ 32,468	\$ 39,651	\$ -	\$ 2,631
Licenses and permits	8,401	-	89	-
Intergovernmental	780	500	9,692	106
Charges for services	7,856	1,015	1,005	2
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	93
Special assessments	-	-	-	-
Miscellaneous	785	2,112	1,000	50
Total revenues	50,290	43,278	11,786	2,882
<b>EXPENDITURES</b>				
Current				
General government	7,014	1,197	965	1,374
Public safety	9,098	-	-	1,780
Physical environment	4,616	-	-	-
Transportation	509	-	25,505	-
Economic environment	-	19,824	-	-
Human services	5,237	-	-	-
Culture and recreation	11,985	-	-	-
Capital outlay				
General government	456	-	-	-
Public safety	144	-	-	12
Physical environment	10	-	-	-
Transportation	-	-	583	-
Economic environment	-	51	-	-
Human services	6	-	-	-
Culture and recreation	54	-	-	-
Debt service				
Principal retirement	-	-	74	-
Interest and fiscal charges	-	9	8	-
Total expenditures	39,129	21,081	27,135	3,166
Excess (deficiencies) of revenue over (under) expenditures	11,161	22,197	(15,349)	(284)
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	201	12,779	13,600	24
Transfer out	(13,600)	(28,868)	-	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	(13,399)	(16,089)	13,600	24
Net change in fund balances	(2,238)	6,108	(1,749)	(260)
Fund balances - beginning	34,504	17,330	6,627	4,960
Fund balances - ending	\$ 32,266	\$ 23,438	\$ 4,878	\$ 4,700

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	Impact Fees- Community Parks	Impact Fees- Regional Parks	Impact Fees- Roads	Impact Fees- EMS
REVENUES				
Taxes	\$	\$	\$	\$
Licenses and permits				
Intergovernmental				
Charges for services				
Fines and forfeitures				
Impact fees	672	1,021	4,425	244
Special assessments				
Miscellaneous	39	15	202	6
Total revenues	<u>711</u>	<u>1,036</u>	<u>4,627</u>	<u>250</u>
EXPENDITURES				
Current				
General government	2	2	45	
Public safety				
Physical environment				
Transportation				
Economic environment				
Human services				
Culture and recreation				
Capital outlay				
General government			-	
Public safety				
Physical environment				
Transportation			-	
Economic environment				
Human services				
Culture and recreation			-	
Debt service				
Principal retirement				
Interest and fiscal charges			-	-
Total expenditures	<u>2</u>	<u>2</u>	<u>45</u>	<u>-</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>709</u>	<u>1,034</u>	<u>4,582</u>	<u>250</u>
OTHER FINANCING SOURCES AND (USES)				
Transfers in	99			
Transfer out		(382)	(8,466)	(250)
Issuance of refunding debt				
Payments to refunded debt escrow agent				
Total other financing sources (uses)	<u>99</u>	<u>(382)</u>	<u>(8,466)</u>	<u>(250)</u>
Net change in fund balances	808	652	(3,884)	
Fund balances - beginning	4,275	1,684	11,849	770
Fund balances - ending	<u>\$ 5,083</u>	<u>\$ 2,336</u>	<u>\$ 7,965</u>	<u>\$ 770</u>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds			
	Animal Trust Fund	Court Administration	Clerk of Circuit Court's Special Revenue	Property Appraiser's Special Revenues
<b>REVENUES</b>				
Taxes	\$	\$	\$	\$
Licenses and permits	-	-	-	-
Intergovernmental	73	49	1,297	-
Charges for services	9	5,093	12,431	1
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	99	295	197	-
Total revenues	<u>181</u>	<u>5,437</u>	<u>13,925</u>	<u>1</u>
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	-	14,998	12,529	1,408
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	157	-	-	-
Culture and recreation	-	-	-	-
<b>Capital outlay</b>				
General government	-	348	248	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	1	-	-	-
Culture and recreation	-	-	-	-
<b>Debt service</b>				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	<u>158</u>	<u>15,346</u>	<u>12,777</u>	<u>1,408</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>23</u>	<u>(9,909)</u>	<u>1,148</u>	<u>(1,407)</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	-	8,670	-	1,608
Transfer out	-	-	-	(201)
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>8,670</u>	<u>-</u>	<u>1,407</u>
Net change in fund balances	23	(1,239)	1,148	-
Fund balances - beginning	396	3,575	9,780	-
Fund balances - ending	<u>\$ 419</u>	<u>\$ 2,336</u>	<u>\$ 10,928</u>	<u>\$ -</u>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Special Revenue Funds	Debt Service Funds		
	Sheriff's Special Revenues	Local Option Gas Tax Loan	Tourist Development Tax Revenue Bonds	Capital Revenue Bonds
REVENUES				
Taxes	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-
Intergovernmental	5,328	-	-	-
Charges for services	4,273	-	-	-
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	174	12	39	-
Total revenues	9,775	12	39	-
EXPENDITURES				
Current				
General government	-	-	-	-
Public safety	12,540	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Capital outlay				
General government	-	-	-	-
Public safety	1,416	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	-
Debt service				
Principal retirement	-	8,505	1,160	2,390
Interest and fiscal charges	-	117	6,462	60
Total expenditures	13,956	8,622	7,622	2,450
Excess (deficiencies) of revenue over (under) expenditures	(4,181)	(8,610)	(7,583)	(2,450)
OTHER FINANCING SOURCES AND (USES)				
Transfers in	620	8,610	11,116	-
Transfer out	-	(1)	(3,429)	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	620	8,609	7,687	-
Net change in fund balances	(3,561)	(1)	104	(2,450)
Fund balances - beginning	2,322	1	9,740	2,450
Fund balances - ending	\$ (1,239)	\$ -	\$ 9,844	\$ -

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Debt Service Funds			Capital Projects Funds
	Non-Ad Valorem Revenue Bonds	MSBU Projects Commercial Loan	Non-Ad Valorem Loan	Capital Improvement
<b>REVENUES</b>				
Taxes	\$ -	\$ -	\$ -	\$ 18
Licenses and permits	-	-	-	423
Intergovernmental	-	-	-	579
Charges for services	-	-	-	162
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	53	-	7	1,373
Total revenues	<u>53</u>	<u>-</u>	<u>7</u>	<u>2,555</u>
<b>EXPENDITURES</b>				
Current				
General government	-	-	-	35
Public safety	-	-	-	-
Physical environment	-	-	-	1,509
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	9,251
Capital outlay				
General government	-	-	-	5,544
Public safety	-	-	-	-
Physical environment	-	-	-	1,239
Transportation	-	-	-	149
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	-	-	1,023
Debt service				
Principal retirement	5,645	478	990	-
Interest and fiscal charges	4,189	154	694	-
Total expenditures	<u>9,834</u>	<u>632</u>	<u>1,684</u>	<u>18,750</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>(9,781)</u>	<u>(632)</u>	<u>(1,677)</u>	<u>(16,195)</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	11,992	632	1,682	27,027
Transfer out	-	-	-	(15,603)
Issuance of refunding debt	-	1,284	-	-
Payments to refunded debt escrow agent	-	(1,284)	-	-
Total other financing sources (uses)	<u>11,992</u>	<u>632</u>	<u>1,682</u>	<u>11,424</u>
Net change in fund balances	2,211	-	5	(4,771)
Fund balances - beginning	7,799	-	1,343	145,971
Fund balances - ending	<u>\$ 10,010</u>	<u>\$ -</u>	<u>\$ 1,348</u>	<u>\$ 141,200</u>

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Capital Projects Funds			
	Special Assessment Districts Construction	Transportation Capital Improvements	Human Services Grant Construction	Library Construction Projects
<b>REVENUES</b>				
Taxes	\$	20,860	\$	\$
Licenses and permits	-	91	-	-
Intergovernmental	-	2,931	1,332	-
Charges for services	-	16	-	-
Fines and forfeitures	-	-	-	-
Impact fees	-	-	-	-
Special assessments	-	-	-	-
Miscellaneous	4	1,830	-	127
Total revenues	4	25,728	1,332	127
<b>EXPENDITURES</b>				
<b>Current</b>				
General government	-	1	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	7,665	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Culture and recreation	-	74	-	12
<b>Capital outlay</b>				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	14	22,680	-	-
Economic environment	-	-	1,432	-
Human services	-	-	-	-
Culture and recreation	-	-	-	1,362
<b>Debt service</b>				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total expenditures	14	30,420	1,432	1,374
Excess (deficiencies) of revenue over (under) expenditures	(10)	(4,692)	(100)	(1,247)
<b>OTHER FINANCING SOURCES AND (USES)</b>				
Transfers in	-	35,988	-	7,948
Transfer out	-	(9,338)	-	-
Issuance of refunding debt	-	-	-	-
Payments to refunded debt escrow agent	-	-	-	-
Total other financing sources (uses)	-	26,650	-	7,948
Net change in fund balances	(10)	21,958	(100)	6,701
Fund balances - beginning	552	111,712	41	13,454
Fund balances - ending	\$ 542	\$ 133,670	\$ (59)	\$ 20,155

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Capital Projects Funds		
	All Hazards Protection Construction Projects	Impact Fees Community Parks Construction	Impact Fees Regional Parks Construction
<b>REVENUES</b>			
Taxes	\$ -	\$ -	\$ -
Licenses and permits	-	-	-
Intergovernmental	-	-	-
Charges for services	-	-	-
Fines and forfeitures	-	-	-
Impact fees	-	-	-
Special assessments	-	-	-
Miscellaneous	6	17	4
Total revenues	6	17	4
<b>EXPENDITURES</b>			
<b>Current</b>			
General government	-	-	-
Public safety	-	-	-
Physical environment	-	-	-
Transportation	-	-	-
Economic environment	-	-	-
Human services	-	-	-
Culture and recreation	-	-	-
<b>Capital outlay</b>			
General government	27	-	-
Public safety	-	-	-
Physical environment	-	-	-
Transportation	-	-	-
Economic environment	-	-	-
Human services	-	-	-
Culture and recreation	-	112	500
<b>Debt service</b>			
Principal retirement	-	-	-
Interest and fiscal charges	-	-	-
Total expenditures	27	112	500
Excess (deficiencies) of revenue over (under) expenditures	(21)	(95)	(496)
<b>OTHER FINANCING SOURCES AND (USES)</b>			
Transfers in	-	-	382
Transfer out	-	(99)	-
Issuance of refunding debt	-	-	-
Payments to refunded debt escrow agent	-	-	-
Total other financing sources (uses)	-	(99)	382
Net change in fund balances	(21)	(194)	(114)
Fund balances - beginning	719	2,102	452
Fund balances - ending	\$ 698	\$ 1,908	\$ 338

See accompanying independent auditor's report.

(continued)



Lee County, Florida  
 COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
 NON-MAJOR GOVERNMENTAL FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Capital Projects Funds		Total Non-Major Governmental Funds
	Impact Fees Road Construction	Impact Fees EMS Construction	
	\$	\$	
<b>REVENUES</b>			
Taxes	\$	\$	\$ 134,092
Licenses and permits	-	-	9,004
Intergovernmental	-	-	31,116
Charges for services	-	-	35,966
Fines and forfeitures	-	-	1,233
Impact fees	-	-	6,455
Special assessments	-	-	1,174
Miscellaneous	72	4	10,336
Total revenues	<u>72</u>	<u>4</u>	<u>229,376</u>
<b>EXPENDITURES</b>			
Current			
General government	-	-	41,208
Public safety	-	-	26,939
Physical environment	-	-	6,733
Transportation	-	-	35,885
Economic environment	-	-	24,601
Human services	-	-	6,994
Culture and recreation	-	-	47,668
Capital outlay			
General government	-	156	6,779
Public safety	-	-	1,723
Physical environment	-	-	1,269
Transportation	3,943	-	27,369
Economic environment	-	-	1,483
Human services	-	-	7
Culture and recreation	-	-	3,299
Debt service			
Principal retirement	-	-	19,242
Interest and fiscal charges	-	-	11,693
Total expenditures	<u>3,943</u>	<u>156</u>	<u>262,892</u>
Excess (deficiencies) of revenue over (under) expenditures	<u>(3,871)</u>	<u>(152)</u>	<u>(33,516)</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>			
Transfers in	8,466	250	152,045
Transfer out	-	-	(89,613)
Issuance of refunding debt	-	-	1,284
Payments to refunded debt escrow agent	-	-	(1,284)
Total other financing sources (uses)	<u>8,466</u>	<u>250</u>	<u>62,432</u>
Net change in fund balances	4,595	98	28,916
Fund balances - beginning	10,488	427	440,847
Fund balances - ending	<u>\$ 15,083</u>	<u>\$ 525</u>	<u>\$ 469,763</u>

See accompanying independent auditor's report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Municipal Service Benefit Unit Districts		Non - GAAP Special Assessment Districts		Non - GAAP Law Enforcement Trust	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ 4,153	\$ 4,223	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	107	109	-	-
Fines and forfeitures	-	-	-	-	670	598
Impact fees	-	-	-	-	-	-
Special assessments	-	-	1,146	1,172	-	-
Miscellaneous	5	39	14	70	4	12
Total revenues	<u>4,158</u>	<u>4,262</u>	<u>1,267</u>	<u>1,351</u>	<u>674</u>	<u>610</u>
<b>EXPENDITURES</b>						
<b>Current</b>						
General government	115	108	639	424	-	-
Public safety	1,297	1,297	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	3,342	1,832	710	374	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
<b>Capital outlay</b>						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
<b>Debt Service</b>						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>4,754</u>	<u>3,237</u>	<u>1,349</u>	<u>798</u>	<u>-</u>	<u>-</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(596)</u>	<u>1,025</u>	<u>(82)</u>	<u>553</u>	<u>674</u>	<u>610</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	7	38	132	82	-	-
Transfers out	(6)	(6)	(1,073)	(711)	(790)	(790)
Total other financing sources (uses)	<u>1</u>	<u>32</u>	<u>(941)</u>	<u>(629)</u>	<u>(790)</u>	<u>(790)</u>
Net change in fund balances	(595)	1,057	(1,023)	(76)	(116)	(180)
Fund balances - beginning	2,246	2,148	3,856	4,936	1,537	1,535
Fund balances - ending	<u>\$ 1,651</u>	<u>\$ 3,205</u>	<u>\$ 2,833</u>	<u>\$ 4,860</u>	<u>\$ 1,421</u>	<u>\$ 1,355</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Special Revenue Projects		Non - GAAP State Housing Incentives Partnership Program		Non - GAAP Human Services Grants	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	2,952	1,691	2,699	2,790	5,383	2,756
Charges for services	640	628	-	-	-	-
Fines and forfeitures	328	316	-	-	-	-
Impact fees	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Miscellaneous	46	69	229	194	1	3
Total revenues	<u>3,966</u>	<u>2,704</u>	<u>2,928</u>	<u>2,984</u>	<u>5,384</u>	<u>2,759</u>
<b>EXPENDITURES</b>						
Current						
General government	353	185	-	-	-	-
Public safety	95	42	-	-	-	-
Physical environment	644	608	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	6,260	2,021	5,404	2,756
Human services	3,001	1,600	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	1,175	-	-	-	-	-
Public safety	6	58	-	-	-	-
Physical environment	25	20	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>5,299</u>	<u>2,513</u>	<u>6,260</u>	<u>2,021</u>	<u>5,404</u>	<u>2,756</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(1,333)</u>	<u>191</u>	<u>(3,332)</u>	<u>963</u>	<u>(20)</u>	<u>3</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	-	-	-	-	-	-
Transfers out	-	-	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net change in fund balances	(1,333)	191	(3,332)	963	(20)	3
Fund balances - beginning	5,278	132,440	3,332	(1,875)	227	211
Fund balances - ending	<u>\$ 3,945</u>	<u>\$ 132,631</u>	<u>\$ -</u>	<u>\$ (912)</u>	<u>\$ 207</u>	<u>\$ 214</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Lee County Library		Non - GAAP E 9 - 1 - 1		Non - GAAP MSTU	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
	REVENUES					
Taxes	\$ 33,684	\$ 34,241	\$ -	\$ -	\$ 30,885	\$ 32,468
Licenses and permits	-	-	-	-	7,076	8,376
Intergovernmental	738	1,212	-	-	800	780
Charges for services	124	123	3,045	3,242	9,588	7,856
Fines and forfeitures	343	319	-	-	-	-
Impact fees	-	-	-	-	-	-
Special assessments	-	-	-	-	-	-
Miscellaneous	280	1,394	52	110	437	848
Total revenues	35,169	37,289	3,097	3,352	48,786	50,328
EXPENDITURES						
Current						
General government	880	920	700	-	7,628	7,013
Public safety	-	-	3,004	2,182	9,628	9,098
Physical environment	-	-	-	-	5,162	4,656
Transportation	-	-	-	-	717	509
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	5,302	5,237
Culture and recreation	28,413	26,346	-	-	12,404	11,985
Capital outlay						
General government	-	-	-	-	1,002	456
Public safety	-	-	567	93	81	144
Physical environment	-	-	-	-	-	10
Transportation	-	-	-	-	5	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	6
Culture and recreation	-	248	-	-	-	54
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	29,293	27,514	4,271	2,275	41,929	39,168
Excess (deficiencies) of revenues over (under) expenditures	5,876	9,775	(1,174)	1,077	6,857	11,160
OTHER FINANCING SOURCES (USES)						
Transfers in	400	311	-	-	5,060	4,987
Transfers out	(7,948)	(7,948)	-	-	(18,450)	(18,386)
Total other financing sources (uses)	(7,548)	(7,637)	-	-	(13,390)	(13,399)
Net change in fund balances	(1,672)	2,138	(1,174)	1,077	(6,533)	(2,239)
Fund balances - beginning	9,592	9,245	9,943	9,940	34,497	34,731
Fund balances - ending	\$ 7,920	\$ 11,383	\$ 8,769	\$ 11,017	\$ 27,964	\$ 32,492

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Tourist Development Trust Fund		Non - GAAP Transportation Trust		Non - GAAP All Hazards Protection	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ 41,352	\$ 39,651	\$ -	\$ -	\$ 2,589	\$ 2,631
Licenses and permits	-	-	48	89	-	-
Intergovernmental	500	500	9,251	9,697	107	107
Charges for services	1,015	1,015	818	1,005	7	2
Fines and forfeitures	-	-	-	-	-	-
Impact fees	-	-	-	-	40	93
Special assessments	-	-	-	-	-	-
Miscellaneous	2,059	2,153	797	941	16	60
Total revenues	<u>44,926</u>	<u>43,319</u>	<u>10,914</u>	<u>11,732</u>	<u>2,759</u>	<u>2,893</u>
<b>EXPENDITURES</b>						
Current						
General government	1,009	1,196	1,172	966	1,030	1,374
Public safety	-	-	-	-	1,947	1,780
Physical environment	-	-	-	-	-	-
Transportation	-	-	25,665	25,571	-	-
Economic environment	20,888	19,841	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	15	12
Physical environment	-	-	-	-	-	-
Transportation	-	-	406	583	-	-
Economic environment	77	51	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	74	74	-	-
Interest and fiscal charges	-	9	8	8	-	-
Total expenditures	<u>21,974</u>	<u>21,097</u>	<u>27,325</u>	<u>27,202</u>	<u>2,992</u>	<u>3,166</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>22,952</u>	<u>22,222</u>	<u>(16,411)</u>	<u>(15,470)</u>	<u>(233)</u>	<u>(273)</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	20,675	17,124	13,600	13,600	23	24
Transfers out	(36,430)	(33,212)	-	-	-	-
Total other financing sources (uses)	<u>(15,755)</u>	<u>(16,088)</u>	<u>13,600</u>	<u>13,600</u>	<u>23</u>	<u>24</u>
Net change in fund balances	7,197	6,134	(2,811)	(1,870)	(210)	(249)
Fund balances - beginning	17,329	17,517	4,290	5,669	4,960	4,962
Fund balances - ending	<u>\$ 24,526</u>	<u>\$ 23,651</u>	<u>\$ 1,479</u>	<u>\$ 3,799</u>	<u>\$ 4,750</u>	<u>\$ 4,713</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Impact Fees - Community Parks		Non - GAAP Impact Fees - Regional Parks		Non - GAAP Impact Fees - Roads	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Fines and forfeitures	-	-	-	-	-	-
Impact fees	451	672	589	1,021	2,760	4,425
Special assessments	-	-	-	-	-	-
Miscellaneous	14	48	1	20	17	219
Total revenues	<u>465</u>	<u>720</u>	<u>590</u>	<u>1,041</u>	<u>2,777</u>	<u>4,644</u>
<b>EXPENDITURES</b>						
Current						
General government	6	2	5	2	47	45
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	-	-	-	-	-	-
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	<u>6</u>	<u>2</u>	<u>5</u>	<u>2</u>	<u>47</u>	<u>45</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>459</u>	<u>718</u>	<u>585</u>	<u>1,039</u>	<u>2,730</u>	<u>4,599</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	99	99	-	-	-	-
Transfers out	-	-	(382)	(382)	(8,672)	(8,466)
Total other financing sources (uses)	<u>99</u>	<u>99</u>	<u>(382)</u>	<u>(382)</u>	<u>(8,672)</u>	<u>(8,466)</u>
Net change in fund balances	558	817	203	657	(5,942)	(3,867)
Fund balances - beginning	4,275	6,680	1,684	1,619	11,849	8,458
Fund balances - ending	<u>\$ 4,833</u>	<u>\$ 7,497</u>	<u>\$ 1,887</u>	<u>\$ 2,276</u>	<u>\$ 5,907</u>	<u>\$ 4,591</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - GAAP Impact Fees - EMS		Non - GAAP Animal Trust Fund		Non - GAAP Court Administration	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
	REVENUES					
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	48	73	-	49
Charges for services	-	-	5	9	4,941	5,093
Fines and forfeitures	-	-	-	-	2	-
Impact fees	178	244	-	-	-	-
Special assessments	-	-	-	-	-	-
Miscellaneous	2	8	152	100	307	300
Total revenues	180	252	205	182	5,250	5,442
EXPENDITURES						
Current						
General government	2	-	-	-	15,838	14,999
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	248	157	-	-
Culture and recreation	-	-	-	-	-	-
Capital outlay						
General government	-	-	-	-	249	348
Public safety	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	-	-	-	-	-	-
Human services	-	-	-	1	-	-
Culture and recreation	-	-	-	-	-	-
Debt Service						
Principal retirement	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-
Total expenditures	2	-	248	158	16,087	15,347
Excess (deficiencies) of revenues over (under) expenditures	178	252	(43)	24	(10,837)	(9,905)
OTHER FINANCING SOURCES (USES)						
Transfers in	-	-	-	-	8,770	8,670
Transfers out	(250)	(250)	-	-	(100)	-
Total other financing sources (uses)	(250)	(250)	-	-	8,670	8,670
Net change in fund balances	(72)	2	(43)	24	(2,167)	(1,235)
Fund balances - beginning	770	772	396	395	3,576	3,705
Fund balances - ending	\$ 698	\$ 774	\$ 353	\$ 419	\$ 1,409	\$ 2,470

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 SPECIAL REVENUE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Clerk of Circuit Court's Special Revenue		Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	Final Budget	Actual	
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ 112,663	\$ 113,214	\$ 551
Licenses and permits	-	-	7,124	8,465	1,341
Intergovernmental	1,091	1,297	23,569	20,952	(2,617)
Charges for services	12,588	12,431	32,878	31,513	(1,365)
Fines and forfeitures	-	-	1,343	1,233	(110)
Impact fees	-	-	4,018	6,455	2,437
Special assessments	-	-	1,146	1,172	26
Miscellaneous	52	196	4,485	6,784	2,299
Total revenues	<u>13,731</u>	<u>13,924</u>	<u>187,226</u>	<u>189,788</u>	<u>2,562</u>
<b>EXPENDITURES</b>					
Current					
General government	15,839	12,528	45,263	39,762	5,501
Public safety	-	-	15,971	14,399	1,572
Physical environment	-	-	5,806	5,264	542
Transportation	-	-	30,434	28,286	2,148
Economic environment	-	-	32,552	24,618	7,934
Human services	-	-	8,551	6,994	1,557
Culture and recreation	-	-	40,817	38,331	2,486
Capital outlay					
General government	1,514	249	3,940	1,053	2,887
Public safety	-	-	669	307	362
Physical environment	-	-	25	30	(5)
Transportation	-	-	411	583	(172)
Economic environment	-	-	77	51	26
Human services	-	-	-	7	(7)
Culture and recreation	-	-	-	302	(302)
Debt Service					
Principal retirement	-	-	74	74	-
Interest and fiscal charges	-	-	8	17	(9)
Total expenditures	<u>17,353</u>	<u>12,777</u>	<u>184,598</u>	<u>160,078</u>	<u>24,520</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(3,622)</u>	<u>1,147</u>	<u>2,628</u>	<u>29,710</u>	<u>27,082</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	-	-	48,766	44,935	(3,831)
Transfers out	-	-	(74,101)	(70,151)	3,950
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>(25,335)</u>	<u>(25,216)</u>	<u>119</u>
Net change in fund balances	(3,622)	1,147	(22,707)	4,494	27,201
Fund balances - beginning	3,622	9,780	123,259	252,868	129,609
Fund balances - ending	<u>\$ -</u>	<u>\$ 10,927</u>	<u>\$ 100,552</u>	<u>\$ 257,362</u>	<u>\$ 156,810</u>

See accompanying independent auditors' report.



Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 DEBT SERVICE FUNDS

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Local Option Gas Tax Loan		Tourist Development Tax Revenue Bonds		Non - GAAP Capital Revenue Bonds	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
	REVENUES					
Miscellaneous	\$ 10	\$ 12	\$ 24	\$ 39	\$ -	\$ -
Total revenues	10	12	24	39	-	-
EXPENDITURES						
Debt Service						
Principal retirement	8,505	8,505	1,160	1,160	2,390	2,390
Interest and fiscal charges	117	117	6,462	6,462	60	60
Total expenditures	8,622	8,622	7,622	7,622	2,450	2,450
Excess (deficiencies) of revenues over (under) expenditures	(8,612)	(8,610)	(7,598)	(7,583)	(2,450)	(2,450)
OTHER FINANCING SOURCES (USES)						
Transfers in	8,621	8,610	11,563	11,137	1	-
Transfers out	(10)	(1)	(3,842)	(3,451)	-	-
Issuance of refunding debt	-	-	-	-	-	-
Payment to escrow agent	-	-	-	-	-	-
Total other financing sources (uses)	8,611	8,609	7,721	7,686	1	-
Net change in fund balances	(1)	(1)	123	103	(2,449)	(2,450)
Fund balances - beginning	1	1	9,741	9,740	2,450	3,224
Fund balances - ending	\$ -	\$ -	\$ 9,864	\$ 9,843	\$ 1	\$ 774

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 DEBT SERVICE FUNDS

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non - Ad Valorem Revenue Bonds		Non - GAAP MSBU Projects Commercial Loan		Non - Ad Valorem Loan	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
REVENUES						
Miscellaneous	\$ 6	\$ 53	\$ -	\$ -	\$ 1	\$ 7
Total revenues	<u>6</u>	<u>53</u>	<u>-</u>	<u>-</u>	<u>1</u>	<u>7</u>
EXPENDITURES						
Debt Service						
Principal retirement	5,645	5,645	1,765	478	990	990
Interest and fiscal charges	4,189	4,189	154	154	694	694
Total expenditures	<u>9,834</u>	<u>9,834</u>	<u>1,919</u>	<u>632</u>	<u>1,684</u>	<u>1,684</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(9,828)</u>	<u>(9,781)</u>	<u>(1,919)</u>	<u>(632)</u>	<u>(1,683)</u>	<u>(1,677)</u>
OTHER FINANCING SOURCES (USES)						
Transfers in	12,057	11,992	1,919	1,916	1,697	1,682
Transfers out	-	-	(1,284)	(1,284)	-	-
Issuance of refunding debt	-	-	1,284	1,284	-	-
Payment to escrow agent	-	-	-	(1,284)	-	-
Total other financing sources (uses)	<u>12,057</u>	<u>11,992</u>	<u>1,919</u>	<u>632</u>	<u>1,697</u>	<u>1,682</u>
Net change in fund balances	2,229	2,211	-	-	14	5
Fund balances - beginning	7,799	7,799	-	62	1,343	1,343
Fund balances - ending	<u>\$ 10,028</u>	<u>\$ 10,010</u>	<u>\$ -</u>	<u>\$ 62</u>	<u>\$ 1,357</u>	<u>\$ 1,348</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 DEBT SERVICE FUNDS

For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	
<b>REVENUES</b>			
Miscellaneous	\$ 41	\$ 111	\$ 70
Total revenues	<u>41</u>	<u>111</u>	<u>70</u>
<b>EXPENDITURES</b>			
Debt Service			
Principal retirement	20,455	19,168	1,287
Interest and fiscal charges	11,676	11,676	-
Total expenditures	<u>32,131</u>	<u>30,844</u>	<u>1,287</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(32,090)</u>	<u>(30,733)</u>	<u>1,357</u>
<b>OTHER FINANCING SOURCES (USES)</b>			
Transfers in	35,858	35,337	(521)
Transfers out	(5,136)	(4,736)	400
Issuance of refunding debt	1,284	1,284	-
Payment to escrow agent	-	(1,284)	(1,284)
Total other financing sources (uses)	<u>32,006</u>	<u>30,601</u>	<u>(1,405)</u>
Net change in fund balances	(84)	(132)	(48)
Fund balances - beginning	21,334	22,169	835
Fund balances - ending	<u>\$ 21,250</u>	<u>\$ 22,037</u>	<u>\$ 787</u>

See accompanying independent auditors' report.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 CAPITAL PROJECTS FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non-GAAP Capital Improvement		Special Assessment Districts Construction		Non - GAAP Transportation Capital Improvements	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
	REVENUES					
Taxes	\$ -	\$ 18	\$ -	\$ -	\$ 20,963	\$ 20,860
Licenses and permits	350	423	-	-	-	91
Intergovernmental	2,906	579	-	-	16,041	1,749
Charges for services	124	162	-	-	-	16
Miscellaneous	454	1,654	1	6	2,272	2,033
Total revenues	3,834	2,836	1	6	39,276	24,749
EXPENDITURES						
Current						
General government	21	36	-	-	-	1
Physical environment	8,561	1,509	-	-	-	-
Transportation	-	-	-	-	16,356	7,665
Culture and recreation	19,081	9,251	-	-	710	74
Capital Outlay						
General government	7,685	5,544	853	-	-	-
Physical environment	10,020	1,239	-	-	-	-
Transportation	1,299	149	-	14	122,063	22,680
Economic environment	-	-	-	-	-	-
Culture and recreation	8,157	1,023	-	-	-	-
Total expenditures	54,824	18,751	853	14	139,129	30,420
Excess (deficiencies) of revenues over (under) expenditures	(50,990)	(15,915)	(852)	(8)	(99,853)	(5,671)
OTHER FINANCING SOURCES (USES)						
Transfers in	28,097	27,150	300	-	35,243	35,988
Transfers out	(17,168)	(15,726)	-	-	(10,234)	(9,338)
Total other financing sources (uses)	10,929	11,424	300	-	25,009	26,650
Net change in fund balances	(40,061)	(4,491)	(552)	(8)	(74,844)	20,979
Fund balances - beginning	146,060	146,186	552	552	112,894	113,580
Fund balances - ending	\$ 105,999	\$ 141,695	\$ -	\$ 544	\$ 38,050	\$ 134,559

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 CAPITAL PROJECTS FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Human Services Grant Construction		Non-GAAP Library Construction Projects		Non-GAAP All Hazards Construction Projects	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	1,744	1,331	-	-	-	-
Charges for services	-	-	-	-	-	-
Miscellaneous	-	-	10	160	1	7
<b>Total revenues</b>	<b>1,744</b>	<b>1,331</b>	<b>10</b>	<b>160</b>	<b>1</b>	<b>7</b>
<b>EXPENDITURES</b>						
<b>Current</b>						
General government	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Culture and recreation	-	-	-	12	-	-
<b>Capital Outlay</b>						
General government	-	-	-	-	451	27
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Economic environment	1,744	1,432	-	-	-	-
Culture and recreation	-	-	21,366	1,362	-	-
<b>Total expenditures</b>	<b>1,744</b>	<b>1,432</b>	<b>21,366</b>	<b>1,374</b>	<b>451</b>	<b>27</b>
Excess (deficiencies) of revenues over (under) expenditures	-	(101)	(21,356)	(1,214)	(450)	(20)
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	-	-	7,948	7,948	-	-
Transfers out	-	-	-	-	-	-
<b>Total other financing sources (uses)</b>	<b>-</b>	<b>-</b>	<b>7,948</b>	<b>7,948</b>	<b>-</b>	<b>-</b>
Net change in fund balances	-	(101)	(13,408)	6,734	(450)	(20)
Fund balances - beginning	42	41	13,454	13,442	719	719
Fund balances - ending	\$ 42	\$ (60)	\$ 46	\$ 20,176	\$ 269	\$ 699

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
 IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
 CAPITAL PROJECTS FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Non-GAAP Impact Fees Community Parks Construction		Non-GAAP Impact Fees Regional Parks Construction		Non-GAAP Impact Fees Road Construction	
	Final Budget	Actual	Final Budget	Actual	Final Budget	Actual
<b>REVENUES</b>						
Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Licenses and permits	-	-	-	-	-	-
Intergovernmental	-	-	-	-	-	-
Charges for services	-	-	-	-	-	-
Miscellaneous	1	20	-	5	13	98
Total revenues	<u>1</u>	<u>20</u>	<u>-</u>	<u>5</u>	<u>13</u>	<u>98</u>
<b>EXPENDITURES</b>						
Current						
General government	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	-	-
Culture and recreation	-	-	-	-	-	-
Capital Outlay						
General government	-	-	-	-	-	-
Physical environment	-	-	-	-	-	-
Transportation	-	-	-	-	18,460	3,943
Economic environment	-	-	-	-	-	-
Culture and recreation	1,840	112	830	500	-	-
Total expenditures	<u>1,840</u>	<u>112</u>	<u>830</u>	<u>500</u>	<u>18,460</u>	<u>3,943</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(1,839)</u>	<u>(92)</u>	<u>(830)</u>	<u>(495)</u>	<u>(18,447)</u>	<u>(3,845)</u>
<b>OTHER FINANCING SOURCES (USES)</b>						
Transfers in	-	-	382	382	8,672	8,466
Transfers out	(99)	(99)	-	-	-	-
Total other financing sources (uses)	<u>(99)</u>	<u>(99)</u>	<u>382</u>	<u>382</u>	<u>8,672</u>	<u>8,466</u>
Net change in fund balances	<u>(1,938)</u>	<u>(191)</u>	<u>(448)</u>	<u>(113)</u>	<u>(9,775)</u>	<u>4,621</u>
Fund balances - beginning	2,102	2,099	452	453	10,488	10,479
Fund balances - ending	<u>\$ 164</u>	<u>\$ 1,908</u>	<u>\$ 4</u>	<u>\$ 340</u>	<u>\$ 713</u>	<u>\$ 15,100</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES  
IN FUND BALANCES - BUDGET (Non-GAAP Budgetary Basis) AND ACTUAL  
CAPITAL PROJECTS FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Non-GAAP Impact Fees EMS Construction		Total		Variance with Final Budget Positive (Negative)
	Final Budget	Actual	Final Budget	Actual	
<b>REVENUES</b>					
Taxes	\$ -	\$ -	\$ 20,963	\$ 20,878	\$ (85)
Licenses and permits	-	-	350	514	164
Intergovernmental	-	-	20,691	3,659	(17,032)
Charges for services	-	-	124	178	54
Miscellaneous	-	5	2,752	3,988	1,236
Total revenues	<u>-</u>	<u>5</u>	<u>44,880</u>	<u>29,217</u>	<u>(15,663)</u>
<b>EXPENDITURES</b>					
Current					
General government	-	-	21	37	(16)
Physical environment	-	-	8,561	1,509	7,052
Transportation	-	-	16,356	7,665	8,691
Culture and recreation	-	-	19,791	9,337	10,454
Capital Outlay					
General government	665	156	9,654	5,727	3,927
Physical environment	-	-	10,020	1,239	8,781
Transportation	-	-	141,822	26,786	115,036
Economic environment	-	-	1,744	1,432	312
Culture and recreation	-	-	32,193	2,997	29,196
Total expenditures	<u>665</u>	<u>156</u>	<u>240,162</u>	<u>56,729</u>	<u>183,433</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(665)</u>	<u>(151)</u>	<u>(195,282)</u>	<u>(27,512)</u>	<u>167,770</u>
<b>OTHER FINANCING SOURCES (USES)</b>					
Transfers in	250	250	80,892	80,184	(708)
Transfers out	-	-	(27,501)	(25,163)	2,338
Total other financing sources (uses)	<u>250</u>	<u>250</u>	<u>53,391</u>	<u>55,021</u>	<u>1,630</u>
Net change in fund balances	(415)	99	(141,891)	27,509	169,400
Fund balances - beginning	427	427	287,190	287,978	788
Fund balances - ending	<u>\$ 12</u>	<u>\$ 526</u>	<u>\$ 145,299</u>	<u>\$ 315,487</u>	<u>\$ 170,188</u>

See accompanying independent auditors' report.

# Enterprise Funds





## *Enterprise Fund Descriptions*

**E**nterprise funds are used to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the County is that costs of providing the goods or services to the general public on a continuous basis be financed or recovered primarily through user fees.

*Port Authority-* The Lee County Port Authority is used to account for the activities related to the operation of the County owned aviation facilities, including Southwest Florida International Airport and Page Field General Aviation Airport.

*Water and Wastewater-* The Lee County Water and Wastewater System is used to account for the activities related to the operation of the County owned water and wastewater system.

*Transportation Facilities-* The Lee County Transportation Facilities is used to account for the activities related to the operation of the County owned bridges connecting Sanibel and Captiva Islands to the mainland and the Cities of Cape Coral and Fort Myers.

*Solid Waste-* The Lee County Solid Waste System is used to account for the provision of Municipal Solid Waste disposal facilities to the general public.

*Transit-* The Lee County Transit System is used to account for the activities related to the operation of the Lee Tran bus system, a County-wide public transportation service.

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 ENTERPRISE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Port Authority		Water and Wastewater		Transportation Facilities	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>OPERATING REVENUES</b>						
User fees	\$ 52,650	\$ 49,901	\$ 100,262	\$ 110,032	\$ -	\$ -
Tolls	-	-	-	-	43,418	42,818
Rentals and franchise fees	6,070	6,177	186	218	-	-
Concessions	44,208	45,395	-	-	-	-
Miscellaneous	163	306	1,952	1,771	656	1,547
Total operating revenues	103,091	101,779	102,400	112,021	44,074	44,365
Less: Rebates	(4,887)	(3,482)	-	-	-	-
Net operating revenues	98,204	98,297	102,400	112,021	44,074	44,365
<b>OPERATING EXPENSES</b>						
Salaries and wages	23,724	23,292	15,199	15,041	3,476	3,426
Employee benefits	11,688	10,578	9,330	6,584	1,711	1,727
Contractual services, materials, and supplies	35,224	32,362	24,068	24,203	4,313	1,981
Utilities	4,730	4,502	5,761	5,870	283	257
Repairs and maintenance	3,391	3,228	2,468	3,619	292	322
Insurance	1,652	1,559	693	693	1,073	786
Other	4,252	2,139	3,377	3,213	722	819
Total operating expenses	84,661	77,660	60,896	59,223	11,870	9,318
Operating income (loss)	13,543	20,637	41,504	52,798	32,204	35,047
<b>NON - OPERATING REVENUES (EXPENSES)</b>						
Interest revenue	1,493	1,977	526	2,276	142	489
Taxes	-	-	-	-	-	-
Special assessment collections	-	-	50	93	-	-
Grants	288	344	-	-	-	-
Other debt proceeds	-	-	46,805	16,287	-	-
Interest expense	(14,483)	(14,483)	(9,354)	(9,340)	(4,948)	(4,948)
Excess fees - City of Sanibel	-	-	-	-	(1,987)	(1,669)
Capital outlay	(53,668)	(36,575)	(150,902)	(84,002)	(3,954)	(304)
Principal retirement	(10,587)	(10,107)	(10,678)	(10,681)	(9,295)	(9,295)
Proceeds from disposal of capital assets	2	430	55	104	-	-
Passenger facility charges	18,713	17,104	-	-	-	-
Other revenues	2	2	353	943	920	965
Other expenses	(2)	(2)	(322)	(409)	(1)	(1)
Total non - operating revenues (expenses)	(58,242)	(41,310)	(123,467)	(84,729)	(19,123)	(14,763)
Income (loss) before contributions and transfers	(44,699)	(20,673)	(81,963)	(31,931)	13,081	20,284
Capital grants and contributions	21,923	28,255	8,335	14,621	-	-
Transfers in	89,654	62,830	67,655	62,368	70,893	67,840
Transfers out	(89,654)	(62,830)	(68,805)	(62,368)	(81,586)	(80,159)
Total contributions and transfers	21,923	28,255	7,185	14,621	(10,693)	(12,319)
Change in net position	(22,776)	7,582	(74,778)	(17,310)	2,388	7,965
Total net position - beginning	151,467	165,461	230,851	256,447	32,362	36,449
Total net position - ending	\$ 128,691	\$ 173,043	\$ 156,073	\$ 239,137	\$ 34,750	\$ 44,414
<b>RECONCILIATION OF BUDGETARY BASIS TO GAAP</b>						
Change in net position, budgetary basis		\$ 7,582		\$ (17,310)		\$ 7,965
Add: Capital outlay		36,575		84,002		304
Principal retirement		10,107		10,681		9,295
Capitalized interest		350		3,689		-
Inventory adjustments		13		305		9
Prepaid adjustment		-		88		-
Capital contributions		-		9,120		-
Bond amortization		-		697		1,294
Less: Depreciation		(23,244)		(44,880)		(7,553)
Fair market value adjustment		-		(363)		(77)
Compensated absences		(132)		(65)		(46)
Bond amortization		(189)		-		-
Prepaid adjustment		-		-		(21)
Special assessment collections		-		(93)		-
Other debt proceeds		-		(16,287)		-
Loss on discontinued projects		-		(37)		-
Net book value of capital assets disposed		(95)		(257)		(1)
Accounts receivable adjustments		-		(166)		-
Pension expense adjustments		(2,298)		(878)		(41)
Other postemployment benefits plan adjustments		(590)		(293)		(866)
Change in net position		\$ 28,079		\$ 27,953		\$ 10,262

See accompanying independent auditor's report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 ENTERPRISE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Solid Waste		Other Non-Major Transit		Total		Variance Positive (Negative)
	Budget	Actual	Budget	Actual	Budget	Actual	
<b>OPERATING REVENUES</b>							
User fees	\$ 65,357	\$ 71,950	\$ 3,951	\$ 3,822	\$ 222,220	\$ 235,705	\$ 13,485
Tolls	-	-	-	-	43,418	42,818	(600)
Rentals and franchise fees	2,264	2,464	148	148	8,668	9,007	339
Concessions	-	-	-	-	44,208	45,395	1,187
Miscellaneous	13,409	9,590	77	45	16,257	13,259	(2,998)
Total operating revenues	81,030	84,004	4,176	4,015	334,771	346,184	11,413
Less: Rebates	-	-	-	-	(4,887)	(3,482)	1,405
Net operating revenues	81,030	84,004	4,176	4,015	329,884	342,702	12,818
<b>OPERATING EXPENSES</b>							
Salaries and wages	5,541	5,498	10,739	11,145	58,679	58,402	277
Employee benefits	2,513	2,466	5,630	5,861	30,872	27,216	3,656
Contractual services, materials, and supplies	60,904	62,002	3,463	3,020	127,972	123,568	4,404
Utilities	677	638	432	394	11,883	11,661	222
Repairs and maintenance	2,039	2,598	1,823	1,550	10,013	11,317	(1,304)
Insurance	391	387	464	464	4,273	3,889	384
Other	1,028	969	936	928	10,315	8,068	2,247
Total operating expenses	73,093	74,558	23,487	23,362	254,007	244,121	9,886
Operating income (loss)	7,937	9,446	(19,311)	(19,347)	75,877	98,581	22,704
<b>NON - OPERATING REVENUES (EXPENSES)</b>							
Interest revenue	268	1,054	40	80	2,469	5,876	3,407
Taxes	1,833	1,864	-	-	1,833	1,864	31
Special assessment collections	-	-	-	-	50	93	43
Grants	(918)	(1,394)	8,061	6,368	7,431	5,318	(2,113)
Other debt proceeds	-	-	-	-	46,805	16,287	(30,518)
Interest expense	(3,300)	(3,151)	(12)	(12)	(32,097)	(31,934)	163
Excess fees - City of Sanibel	-	-	-	-	(1,987)	(1,669)	318
Capital outlay	(6,261)	(3,283)	(12,499)	(2,835)	(227,284)	(126,999)	100,285
Principal retirement	-	-	(589)	(589)	(31,149)	(30,672)	477
Proceeds from disposal of capital assets	85	119	30	148	172	801	629
Passenger facility charges	-	-	-	-	18,713	17,104	(1,609)
Other revenues	64	-	7	11	1,346	1,921	575
Other expenses	-	-	-	-	(325)	(412)	(87)
Total non - operating revenues (expenses)	(8,229)	(4,791)	(4,962)	3,171	(214,023)	(142,422)	71,601
Income (loss) before contributions and transfers	(292)	4,655	(24,273)	(16,176)	(138,146)	(43,841)	94,305
Capital grants and contributions	-	-	9,258	3,118	39,516	45,994	6,478
Transfers in	94,799	17,765	13,091	13,042	336,092	223,845	(112,247)
Transfers out	(94,743)	(17,748)	(601)	(601)	(335,989)	(223,706)	111,683
Total contributions and transfers	56	17	21,748	15,559	40,219	46,133	5,914
Change in net position	(236)	4,672	(2,525)	(617)	(97,927)	2,292	100,219
Total net position - beginning	93,562	94,681	5,796	(5,494)	514,038	547,544	33,506
Total net position - ending	\$ 93,326	\$ 99,353	\$ 3,271	\$ (6,111)	\$ 416,111	\$ 549,836	\$ 133,725
<b>RECONCILIATION OF BUDGETARY BASIS TO GAAP</b>							
Change in net position, budgetary basis	\$ 4,672		\$ (617)		\$ 2,292		
Add: Capital outlay	3,283		2,835		126,999		
Principal retirement	-		589		30,672		
Capitalized interest	-		-		4,039		
Inventory adjustments	-		-		327		
Prepaid adjustment	7		-		95		
Capital contributions	-		-		9,120		
Bond amortization	1,579		-		3,570		
Less: Depreciation	(14,462)		(4,501)		(94,640)		
Fair market value adjustment	(160)		(8)		(608)		
Compensated absences	(15)		(19)		(277)		
Bond amortization	-		-		(189)		
Prepaid adjustment	-		(7)		(28)		
Special assessment collections	-		-		(93)		
Other debt proceeds	-		-		(16,287)		
Loss on discontinued projects	-		(7)		(44)		
Net book value of capital assets disposed	(311)		(29)		(693)		
Accounts receivable adjustments	(2,195)		-		(2,361)		
Pension expense adjustments	(601)		(624)		(4,442)		
Other postemployment benefits plan adjustments	(740)		(1,014)		(3,503)		
Change in net position	\$ (8,943)		\$ (3,402)		\$ 53,949		

# Internal Service Funds



## *Internal Service Fund Descriptions*

**I**nternal service funds are used to account for the financing of goods or services provided by one County department or agency to other County departments or agencies on a cost reimbursement basis, including depreciation.

*Information Technology-* To account for the costs of operating the County data processing facility and telephone communication system. Such costs are billed to other departments at estimated cost of operations, plus amounts for equipment replacement and additions.

*Governmental Communications Network-* To account for the costs of operating the radio communication system owned by the County. Such costs are billed to other departments at estimated cost of operations, plus amounts for equipment replacement and additions.

*Self-Insurance Group Health and Dental-* To account for the assessed premiums, claims, and administration of the County for group health and dental insurance. Such costs are billed to other departments and agencies at estimated cost of operations.

*Self-Insurance General Liability-* To account for the assessed premiums, claims, and administration of the County's risk management, including auto liability, workers' compensation, and property liability. Such costs are billed to other departments and agencies at estimated cost of operations.

*Fleet Management-* To account for the costs of operation for the repair and maintenance of County owned/leased vehicles and equipment. Such costs are billed to other departments at estimated cost of operations, plus amounts for equipment replacement and additions.

*Sheriff's Internal Service-* To account for the assessed premiums, claims, and administration of the Sheriff's group health insurance.

Lee County, Florida  
**COMBINING STATEMENT OF NET POSITION**  
**INTERNAL SERVICE FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications		Self-Insurance		Fleet Management	Sheriff's Internal Service	Total
		Network	General Liability	Group Health and Dental	General Liability			
<b>ASSETS</b>								
Current Assets:								
Cash, cash equivalents and investments	\$ 4,861	\$ 4,458	\$ 43,850	\$ 12,762	\$ 2,704	\$ 14,667	\$ 83,302	
Receivables (net)	8	56	343	26	62	-	495	
Due from other funds	320	221	971	-	587	-	2,099	
Due from other governments	15	300	213	-	25	-	553	
Inventories	-	-	-	-	342	-	342	
Other	1,276	45	-	250	1	-	1,572	
Total current assets	6,480	5,080	45,377	13,038	3,721	14,667	88,363	
Noncurrent Assets:								
Capital assets:								
Non-depreciable	1,667	-	-	-	1,463	-	3,130	
Depreciable	21,035	12,639	2	-	26,859	-	60,535	
Less accumulated depreciation	(18,264)	(10,345)	(2)	-	(19,061)	-	(47,672)	
Total noncurrent assets	4,438	2,294	-	-	9,261	-	15,993	
Total assets	10,918	7,374	45,377	13,038	12,982	14,667	104,356	
<b>DEFERRED OUTFLOWS OF RESOURCES</b>								
Unamortized pension costs and subsequent contributions	90	102	141	265	552	-	1,150	
Unamortized other postemployment benefits costs	-	2	2	2	11	-	17	
Total deferred outflows of resources	90	104	143	267	563	-	1,167	
<b>LIABILITIES</b>								
Current liabilities:								
Contracts and accounts payable	902	477	428	250	505	124	2,686	
Accrued liabilities	15	18	14	13	81	-	141	
Due to other funds	-	5	755	35	2	-	797	
Due to other governments	12	50	7	10	96	-	175	
Unearned Revenue	-	35	-	-	-	-	35	
Capital leases payable	-	-	-	-	213	-	213	
Self-insurance claims payable	-	-	6,943	2,320	-	4,385	13,648	
Compensated absences	1	3	2	2	12	-	20	
Net pension liability	1	2	3	2	14	-	22	
Total current liabilities	931	590	8,152	2,632	923	4,509	17,737	

(continued)

Lee County, Florida  
**COMBINING STATEMENT OF NET POSITION**  
**INTERNAL SERVICE FUNDS**  
As of September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Group Health and Dental	Self-Insurance General Liability	Fleet Management	Sheriff's Internal Service	Total
<b>Noncurrent liabilities:</b>							
Self-insurance claims payable				11,394			11,394
Compensated absences	12	28	20	23	127		210
Capital leases payable		-	-		218		218
Net pension liability	213	256	359	613	1,458		2,899
Other postemployment benefits	-	567	411	499	2,932		4,409
Total noncurrent liabilities	225	851	790	12,529	4,735		19,130
Total liabilities	1,156	1,441	8,942	15,161	5,658	4,509	36,867

**DEFERRED INFLOWS OF RESOURCES**

Unamortized pension costs	13	17	24	35	102		191
Unamortized other postemployment benefits costs	-	178	129	156	920		1,383
Total deferred inflows of resources	13	195	153	191	1,022		1,574

**NET POSITION**

Net investment in capital assets	4,422	2,292		-	8,668		15,382
Unrestricted (deficit)	5,417	3,550	36,425	(2,047)	(1,803)	10,158	51,700
Total net position	\$ 9,839	\$ 5,842	\$ 36,425	\$ (2,047)	\$ 6,865	\$ 10,158	\$ 67,082

See accompanying independent auditor's report.

Lee County, Florida  
**COMBINING STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**INTERNAL SERVICE FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Group Health and Dental	Self - Insurance General Liability	Fleet Management	Sheriff's Internal Service	Total
<b>OPERATING REVENUES</b>							
User fees	\$ 12,864	\$ 2,508	\$ 62,724	\$ 8,689	\$ 6,842	\$ 31,501	\$ 125,128
Total operating revenues	<u>12,864</u>	<u>2,508</u>	<u>62,724</u>	<u>8,689</u>	<u>6,842</u>	<u>31,501</u>	<u>125,128</u>
<b>OPERATING EXPENSES</b>							
Salaries and wages	224	291	380	291	1,480	-	2,666
Employee benefits	150	221	203	386	1,023	-	1,983
Contractual services, materials and supplies	9,365	96	4,008	368	2,401	2,844	19,082
Utilities	1,969	114	7	3	82	-	2,175
Repairs and maintenance	443	1,435	-	1	2,451	-	4,330
Insurance	-	13	-	3,442	17	1,634	5,106
Insurance claims	-	-	66,918	11,071	-	25,175	103,164
Other	82	278	84	51	219	-	714
Depreciation	576	747	-	-	2,127	-	3,450
Total operating expenses	<u>12,809</u>	<u>3,195</u>	<u>71,600</u>	<u>15,613</u>	<u>9,800</u>	<u>29,653</u>	<u>142,670</u>
Operating income (loss)	<u>55</u>	<u>(687)</u>	<u>(8,876)</u>	<u>(6,924)</u>	<u>(2,958)</u>	<u>1,848</u>	<u>(17,542)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>							
Investment earnings	39	32	341	145	28	12	597
Grants	-	(106)	-	-	-	-	(106)
Interest expense	-	-	-	-	(15)	-	(15)
Gain (loss) on disposal of capital assets	-	(7)	-	-	384	-	377
Other revenues	-	325	2	-	9	-	336
Total non-operating revenues (expenses)	<u>39</u>	<u>244</u>	<u>343</u>	<u>145</u>	<u>406</u>	<u>12</u>	<u>1,189</u>
Income (loss) before transfers	<u>94</u>	<u>(443)</u>	<u>(8,533)</u>	<u>(6,779)</u>	<u>(2,552)</u>	<u>1,860</u>	<u>(16,353)</u>
Transfers in	-	-	-	-	2,000	-	2,000
Transfers out	-	-	(4,163)	-	-	-	(4,163)
Total transfers	<u>0</u>	<u>0</u>	<u>(4,163)</u>	<u>0</u>	<u>2,000</u>	<u>0</u>	<u>(2,163)</u>
Change in net position	<u>94</u>	<u>(443)</u>	<u>(12,696)</u>	<u>(6,779)</u>	<u>(552)</u>	<u>1,860</u>	<u>(18,516)</u>
Total net position - beginning as restated	<u>9,745</u>	<u>6,285</u>	<u>49,121</u>	<u>4,732</u>	<u>7,417</u>	<u>8,298</u>	<u>85,598</u>
Total net position - ending	<u>\$ 9,839</u>	<u>\$ 5,842</u>	<u>\$ 36,425</u>	<u>\$ (2,047)</u>	<u>\$ 6,865</u>	<u>\$ 10,158</u>	<u>\$ 67,082</u>



Lee County, Florida  
**COMBINING STATEMENT OF CASH FLOWS**  
**INTERNAL SERVICE FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Self-Insurance Group Health and Dental	Self-Insurance General Liability	Fleet Management	Sheriff's Internal Service Fund	Total
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>							
Receipts from customers and users	\$ -	\$ 1,334	\$ 12,132	\$ 15	\$ 300	\$ -	\$ 13,781
Receipts from interfund services provided	12,844	1,299	49,556	8,679	5,918	31,501	109,797
Payments to suppliers	(12,607)	(1,375)	(69,780)	(14,189)	(4,917)	(29,385)	(132,253)
Payments to employees	(237)	(326)	(622)	(325)	(1,664)	-	(3,174)
Payments for interfund services used	(31)	(149)	(128)	(87)	(520)	-	(915)
Net cash provided by (used in) operating activities	(31)	783	(8,842)	(5,907)	(883)	2,116	(12,764)
<b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES</b>							
Non-capital grant received	-	(106)	-	-	-	-	(106)
Transfer in	-	-	-	-	2,000	-	2,000
Transfer out	-	-	(4,163)	-	-	-	(4,163)
Net cash provided by (used in) noncapital financing activities	-	(106)	(4,163)	-	2,000	-	(2,269)
<b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</b>							
Capital asset purchases	(425)	(48)	-	(650)	(1,898)	-	(3,021)
Principal paid on bonds, loans, leases, and interfund loans	-	-	-	-	(208)	-	(208)
Interest paid on bonds, loans, leases, and interfund loans	-	-	-	-	(15)	-	(15)
Proceeds from sale of capital assets related financing activities	-	-	-	-	399	-	399
Net cash (used in) capital and related financing activities	(425)	(48)	-	(650)	(1,722)	-	(2,845)
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>							
Interest on investments	36	30	322	139	27	12	566
Net cash provided by investing activities	36	30	322	139	27	12	566
Net increase (decrease) in cash and equity in pooled cash and investments	(420)	659	(12,683)	(6,418)	(578)	2,128	(17,312)
Cash and cash equivalents at beginning of year	5,281	3,799	56,533	19,180	3,282	12,539	100,614
Cash and cash equivalents at end of year	\$ 4,861	\$ 4,458	\$ 43,850	\$ 12,762	\$ 2,704	\$ 14,667	\$ 83,302
Classified as:							
Current assets	\$ 4,861	\$ 4,458	\$ 43,850	\$ 12,762	\$ 2,704	\$ 14,667	\$ 83,302

(continued)

See accompanying independent auditors' report.

Lee County, Florida  
**COMBINING STATEMENT OF CASH FLOWS**  
**INTERNAL SERVICE FUNDS**  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Information Technology	Governmental Communications Network	Self-Insurance Group Health and Dental	Self-Insurance General Liability	Fleet Management	Sheriff's Internal Service Fund	Total
Decrease in fair value of investments	\$ (9)	\$ (8)	\$ (79)	\$ (31)	\$ (5)	\$ -	\$ (132)
Purchase of capital assets on account	15	2	-	-	162	-	179
Loss on disposal of capital assets	-	(7)	-	-	(15)	-	(22)

**NON-CASH INVESTING, CAPITAL, AND FINANCING ACTIVITIES**

**RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:**

Operating income (loss)	\$ 55	\$ (687)	\$ (8,876)	\$ (6,924)	\$ (2,958)	\$ 1,848	\$ (17,542)
Adjustments to reconcile operating (loss) to net cash provided by (used in) operating activities:							
Depreciation	576	747	-	-	2,127	-	3,450
Other revenues	-	325	3	-	9	-	337
(Increase) decrease in accounts receivable	-	128	(212)	5	(45)	-	(124)
(Increase) in due from other funds	(14)	(182)	(970)	-	(585)	-	(1,751)
(Increase) decrease in due from other governments	(6)	(181)	143	-	(3)	-	(47)
(Increase) in inventories	-	-	-	-	(41)	-	(41)
(Increase) decrease in other assets	(886)	24	-	145	8	-	(709)
Increase (decrease) in contracts and accounts payable	134	448	(316)	(53)	125	(3)	335
Increase (decrease) in accrued liabilities	11	9	(177)	3	37	-	(117)
Increase in due to other funds	-	2	755	31	-	-	788
Increase in due to other governments	9	6	-	6	30	-	51
Increase in unearned revenues	-	35	-	-	-	-	35
Increase (decrease) in compensated absences	8	5	(4)	4	17	-	30
Increase in net pension liability and related deferred outflows/inflows of resources	82	28	3	221	125	-	459
Increase in other postemployment benefits and deferred outflows/inflows of resources	-	76	38	46	271	-	431
Increase in other liabilities	-	-	771	609	-	271	1,651
Total adjustments	(86)	1,470	34	1,017	2,075	268	4,778
Net cash provided by (used in) operating activities	\$ (31)	\$ 783	\$ (8,842)	\$ (5,907)	\$ (883)	\$ 2,116	\$ (12,764)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 INTERNAL SERVICE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Information Technology		Governmental Communications Network		Self-Insurance Group Health and Dental	
	Budget	Actual	Budget	Actual	Budget	Actual
<b>OPERATING REVENUES</b>						
User fees	\$ 12,800	\$ 12,864	\$ 2,512	\$ 2,508	\$ 72,737	\$ 62,724
Total operating revenues	12,800	12,864	2,512	2,508	72,737	62,724
<b>OPERATING EXPENSES</b>						
Salaries and wages	110	216	265	286	439	384
Employee benefits	35	68	110	117	172	164
Contractual services, materials, and supplies	10,283	10,199	125	87	4,251	4,008
Utilities	2,050	1,988	140	114	7	7
Repairs and maintenance	823	476	1,482	1,439	-	-
Insurance	-	-	13	13	-	-
Insurance claims	-	-	-	-	63,359	66,147
Other	79	82	297	259	91	84
Total operating expenses	13,380	13,029	2,432	2,315	68,319	70,794
Operating income (loss)	(580)	(165)	80	193	4,418	(8,070)
<b>NON - OPERATING REVENUES (EXPENSES)</b>						
Interest revenue	-	48	18	40	195	420
Grants	-	-	(90)	(106)	-	-
Interest expense	-	-	-	-	-	-
Capital outlay	(1,613)	(341)	(572)	(50)	-	-
Principal retirement	-	-	-	-	-	-
Proceeds from capital asset disposal	-	-	-	-	-	-
Other revenues	-	-	313	325	-	3
Total non - operating revenues (expenses)	(1,613)	(293)	(331)	209	195	423
Income (loss) before transfers	(2,193)	(458)	(251)	402	4,613	(7,647)
Transfers in	-	-	-	-	2,488	2,488
Transfers out	-	-	-	-	(6,651)	(6,650)
Total transfers	-	-	-	-	(4,163)	(4,162)
Change in net position	(2,193)	(458)	(251)	402	450	(11,809)
Total net position - beginning	5,127	7,228	4,118	2,870	40,026	56,915
Total net position - ending	\$ 2,934	\$ 6,770	\$ 3,867	\$ 3,272	\$ 40,476	\$ 45,106
<b>RECONCILIATION OF BUDGETARY BASIS TO GAAP</b>						
Change in net position, budgetary basis		\$ (458)		\$ 402		\$ (11,809)
Add: Capital outlay		341		50		-
Compensated absences		-		-		4
Principal retirement		-		-		-
Prepaid adjustments		886		-		-
Inventory adjustment		-		-		-
Less: Depreciation		(576)		(747)		-
Fair market value adjustment		(9)		(8)		(79)
Compensated absences		(8)		(5)		-
Prepaid adjustments		-		(24)		-
Net book value of capital assets disposed		-		(7)		-
Claims payable adjustment		-		-		(771)
Pension expense adjustments		(82)		(28)		(3)
Other postemployment benefits plan adjustments		-		(76)		(38)
Change in net position		\$ 94		\$ (443)		\$ (12,696)

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING SCHEDULE OF REVENUES, EXPENSES, AND CHANGES IN  
 NET POSITION - BUDGET (NON-GAAP BUDGETARY BASIS)  
 AND ACTUAL WITH RECONCILIATION TO GAAP  
 INTERNAL SERVICE FUNDS  
 For the Year Ended September 30, 2017  
 (amounts expressed in thousands)

	Self-Insurance General		Fleet Management		Total		Variance Positive (Negative)
	Liability						
	Budget	Actual	Budget	Actual	Budget	Actual	
OPERATING REVENUES							
User fees	\$ 8,688	\$ 8,689	\$ 7,265	\$ 6,842	\$ 104,002	\$ 93,627	\$ (10,375)
Total operating revenues	8,688	8,689	7,265	6,842	104,002	93,627	(10,375)
OPERATING EXPENSES							
Salaries and wages	287	287	1,613	1,463	2,714	2,636	78
Employee benefits	123	119	710	628	1,150	1,096	54
Contractual services, materials, and supplies	523	368	3,178	2,433	18,360	17,095	1,265
Utilities	4	3	110	82	2,311	2,194	117
Repairs and maintenance	1	1	2,675	2,451	4,981	4,367	614
Insurance	4,935	3,296	17	17	4,965	3,326	1,639
Insurance claims	15,600	10,463	-	-	78,959	76,610	2,349
Other	48	51	264	219	779	695	84
Total operating expenses	21,521	14,588	8,567	7,293	114,219	108,019	6,200
Operating income (loss)	(12,833)	(5,899)	(1,302)	(451)	(10,217)	(14,392)	(4,175)
NON - OPERATING REVENUES (EXPENSES)							
Interest revenue	70	176	20	33	303	717	414
Grants	-	-	-	-	(90)	(106)	(16)
Interest expense	-	-	(8)	(15)	(8)	(15)	(7)
Capital outlay	-	-	(3,329)	(1,980)	(5,514)	(2,371)	3,143
Principal retirement	-	-	(71)	(208)	(71)	(208)	(137)
Proceeds from capital asset disposal	-	-	394	399	394	399	5
Other revenues	-	-	4	9	317	337	20
Total non - operating revenues (expenses)	70	176	(2,990)	(1,762)	(4,669)	(1,247)	3,422
Income (loss) before transfers	(12,763)	(5,723)	(4,292)	(2,213)	(14,886)	(15,639)	(753)
Transfers in	-	-	2,100	2,000	4,588	4,488	(100)
Transfers out	-	-	(100)	-	(6,751)	(6,650)	101
Total transfers	-	-	2,000	2,000	(2,163)	(2,162)	1
Change in net position	(12,763)	(5,723)	(2,292)	(213)	(17,049)	(17,801)	(752)
Total net position - beginning	19,012	16,097	2,903	1,738	71,186	84,848	13,662
Total net position - ending	\$ 6,249	\$ 10,374	\$ 611	\$ 1,525	\$ 54,137	\$ 67,047	\$ 12,910
RECONCILIATION OF BUDGETARY BASIS TO GAAP							
Change in net position, budgetary basis		\$ (5,723)		\$ (213)		\$ (17,801)	
Add: Capital outlay		-		1,980		2,371	
Compensated absences		-		-		4	
Principal retirement		-		208		208	
Prepaid adjustments		-		-		886	
Inventory adjustment		-		41		41	
Less: Depreciation		-		(2,127)		(3,450)	
Fair market value adjustment		(31)		(5)		(132)	
Compensated absences		(4)		(17)		(34)	
Prepaid adjustments		(145)		(8)		(177)	
Net book value of capital assets disposed		-		(15)		(22)	
Claims payable adjustment		(609)		-		(1,380)	
Pension expense adjustments		(221)		(125)		(459)	
Other postemployment benefits plan adjustments		(46)		(271)		(431)	
Change in net position		\$ (6,779)		\$ (552)		\$ (20,376)	



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# Agency Funds



## Agency Fund Descriptions

**A**gency funds are used to account for assets held by the County as an agent for individuals, private organizations, and other governments.

*Construction Management-* To account for construction type escrows for pending environmental issues.

*Impact Fees- Fire-* To account for revenues received from impact fees that are restricted for the purpose of providing equipment and fire protection within designated fire districts.

*Impact Fees- School-* To account for impact fees collected on behalf of the Lee County School Board and restricted for the construction of new schools and for capital improvements to existing schools within the designated school zones.

*Cash Bonds-* To account for the assets held by the Board as an agent for individuals, organizations, or other governments.

*Clerk of Circuit Court-* To account for the assets held by the Clerk of Circuit Court as an agent for individuals, organizations, and other governments. These assets are held for the following purposes: Jury and Witness, Delinquent Tax, Registry, Criminal Fine and Forfeiture, Fine and Forfeiture, Documentary Stamp and Intangible Tax, Juvenile Victim Restitution, Prosecution and Investigation, and Criminal Cash Bonds.

*Sheriff-* To account for the assets held by the Sheriff as an agent for individuals, organizations, or other governments. These assets are held for the following purposes: Civil Fees and Levies, Jail Inmate monies, Forfeiture, and CLEAN Forfeiture.

*Tax Collector-* To account for the assets held by the Tax Collector as an agent for individuals, organizations, or other governments. These assets are held for the following purposes: Fee Operating Fund, License and Permit, Occupational License, Tag Agency, Taxes/Ad Valorem, and Taxes - Individual Certificates

Lee County, Florida  
 COMBINING STATEMENT OF FIDUCIARY NET POSITION  
 AGENCY FUNDS  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Board of County Commissioners		
	Construction Management	Impact Fees- Fire	Impact Fees- School
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 678	\$ 369	\$ 2,244
Accounts receivable	-	-	-
Due from other governments	-	-	-
Total Assets	678	369	2,244
<b>LIABILITIES</b>			
Contracts and accounts payable	-	-	-
Due to individuals	-	-	20
Due to other governments	-	369	2,224
Bonds and deposits	678	-	-
Total Liabilities	\$ 678	\$ 369	\$ 2,244

See accompanying independent auditors' report.

(continued)



Lee County, Florida  
 COMBINING STATEMENT OF FIDUCIARY NET POSITION  
 AGENCY FUNDS

As of September 30, 2017  
 (amounts expressed in thousands)

	<u>Board of County Commissioners</u>	<u>Clerk of Circuit Court</u>	<u>Sheriff</u>
	<u>Cash Bond</u>		
<b>ASSETS</b>			
Cash, cash equivalents and investments	\$ 1,890	\$ 21,198	\$ 91
Accounts receivable	-	-	3
Due from other governments	-	-	-
Total Assets	<u>1,890</u>	<u>21,198</u>	<u>94</u>
<b>LIABILITIES</b>			
Contracts and accounts payable	-	27	32
Due to individuals	-	-	35
Due to other governments	-	3,073	27
Bonds and deposits	1,890	18,098	-
Total Liabilities	<u>\$ 1,890</u>	<u>\$ 21,198</u>	<u>\$ 94</u>

See accompanying independent auditors' report.

(continued)

Lee County, Florida  
 COMBINING STATEMENT OF FIDUCIARY NET POSITION  
 AGENCY FUNDS  
 As of September 30, 2017  
 (amounts expressed in thousands)

	Tax Collector	Total
<b>ASSETS</b>		
Cash, cash equivalents and investments	\$ 10,596	\$ 37,066
Accounts receivable	5	8
Due from other governments	2,813	2,813
Total Assets	13,414	39,887
<b>LIABILITIES</b>		
Contracts and accounts payable	-	59
Due to individuals	887	942
Due to other governments	12,527	18,220
Bonds and deposits	-	20,666
Total Liabilities	\$ 13,414	\$ 39,887

See accompanying independent auditors' report.

Lee County, Florida  
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
AGENCY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Beginning Balance	Additions	Deletions	Ending Balance
<i>Construction Management</i>				
ASSETS				
Cash, cash equivalents and investments	\$ 672	\$ 6	\$ -	\$ 678
Total assets	<u>672</u>	<u>6</u>	<u>-</u>	<u>678</u>
LIABILITIES				
Bonds and deposits	672	6	-	678
Total liabilities	<u>672</u>	<u>6</u>	<u>-</u>	<u>678</u>
<i>Impact Fees- Fire</i>				
ASSETS				
Cash, cash equivalents and investments	230	979	840	369
Total assets	<u>230</u>	<u>979</u>	<u>840</u>	<u>369</u>
LIABILITIES				
Contracts and accounts payable	-	240	240	-
Due to other governments	230	1,910	1,771	369
Total liabilities	<u>230</u>	<u>2,150</u>	<u>2,011</u>	<u>369</u>
<i>Impact Fees- School</i>				
ASSETS				
Cash, cash equivalents and investments	1,380	7,692	6,828	2,244
Total assets	<u>1,380</u>	<u>7,692</u>	<u>6,828</u>	<u>2,244</u>
LIABILITIES				
Contracts and accounts payable	-	6,719	6,719	-
Due to individuals	30	14	24	20
Due to other governments	1,350	7,601	6,727	2,224
Total liabilities	<u>1,380</u>	<u>14,334</u>	<u>13,470</u>	<u>2,244</u>
<i>Cash Bonds</i>				
ASSETS				
Cash, cash equivalents and investments	1,079	1,189	378	1,890
Total assets	<u>1,079</u>	<u>1,189</u>	<u>378</u>	<u>1,890</u>
LIABILITIES				
Contracts and accounts payable	-	378	378	-
Bonds and deposits	1,079	1,189	378	1,890
Total liabilities	<u>1,079</u>	<u>1,567</u>	<u>756</u>	<u>1,890</u>
<i>Clerk of Circuit Court</i>				
ASSETS				
Cash, cash equivalents and investments	24,062	224,111	226,975	21,198
Receivables (net)	-	9	9	-
Total assets	<u>24,062</u>	<u>224,120</u>	<u>226,984</u>	<u>21,198</u>
LIABILITIES				
Contracts and accounts payable	48	60,321	60,342	27
Due to other governments	5,095	122,588	124,610	3,073
Bonds and deposits	18,919	58,824	59,645	18,098
Total liabilities	<u>24,062</u>	<u>241,733</u>	<u>244,597</u>	<u>21,198</u>

(continued)

Lee County, Florida  
STATEMENT OF CHANGES IN ASSETS AND LIABILITIES  
AGENCY FUNDS  
For the Year Ended September 30, 2017  
(amounts expressed in thousands)

	Beginning Balance	Additions	Deletions	Ending Balance
<i>Sheriff</i>				
ASSETS				
Cash, cash equivalents and investments	171	3,654	3,734	91
Receivables (net)	3	489	489	3
Total assets	<u>174</u>	<u>4,143</u>	<u>4,223</u>	<u>94</u>
LIABILITIES				
Contracts and accounts payable	37	32	37	32
Due to individuals	100	3,396	3,461	35
Due to other governments	37	27	37	27
Total liabilities	<u>174</u>	<u>3,455</u>	<u>3,535</u>	<u>94</u>
<i>Tax Collector</i>				
ASSETS				
Cash, cash equivalents and investments	12,861	1,135,694	1,137,959	10,596
Receivables (net)	6	61	62	5
Due from other governments	504	3,349	1,040	2,813
Total assets	<u>13,371</u>	<u>1,139,104</u>	<u>1,139,061</u>	<u>13,414</u>
LIABILITIES				
Due to individuals	1,045	62,452	62,610	887
Due to other governments	12,326	1,074,503	1,074,302	12,527
Total liabilities	<u>13,371</u>	<u>1,136,955</u>	<u>1,136,912</u>	<u>13,414</u>
<i>Total</i>				
ASSETS				
Cash, cash equivalents and investments	40,455	1,373,325	1,376,714	37,066
Receivables (net)	9	559	560	8
Due from other governments	504	3,349	1,040	2,813
Total assets	<u>40,968</u>	<u>1,377,233</u>	<u>1,378,314</u>	<u>39,887</u>
LIABILITIES				
Contracts and accounts payable	85	67,690	67,716	59
Due to individuals	1,175	65,862	66,095	942
Due to other governments	19,038	1,206,629	1,207,447	18,220
Bonds and deposits	20,670	60,019	60,023	20,666
Total liabilities	<u>\$ 40,968</u>	<u>\$ 1,400,200</u>	<u>\$ 1,401,281</u>	<u>\$ 39,887</u>

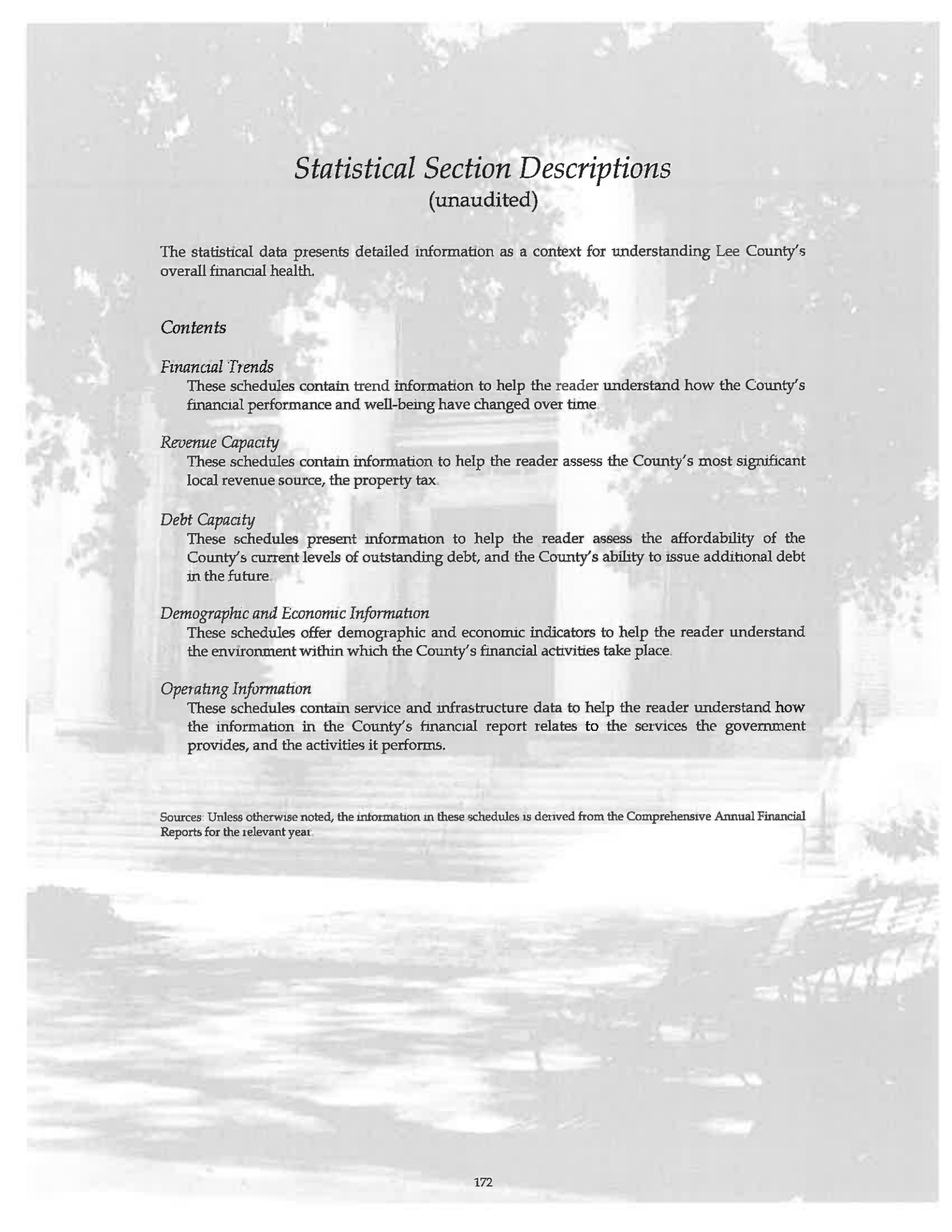
See accompanying independent auditors' report.



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# Statistical Section





## *Statistical Section Descriptions*

(unaudited)

The statistical data presents detailed information as a context for understanding Lee County's overall financial health.

### *Contents*

#### *Financial Trends*

These schedules contain trend information to help the reader understand how the County's financial performance and well-being have changed over time.

#### *Revenue Capacity*

These schedules contain information to help the reader assess the County's most significant local revenue source, the property tax.

#### *Debt Capacity*

These schedules present information to help the reader assess the affordability of the County's current levels of outstanding debt, and the County's ability to issue additional debt in the future.

#### *Demographic and Economic Information*

These schedules offer demographic and economic indicators to help the reader understand the environment within which the County's financial activities take place.

#### *Operating Information*

These schedules contain service and infrastructure data to help the reader understand how the information in the County's financial report relates to the services the government provides, and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the Comprehensive Annual Financial Reports for the relevant year.

Lee County, Florida  
SCHEDULE 1  
NET POSITION  
Last Ten Fiscal Years  
(dollars in thousands)

	2008	2009	2010	2011	2012	2013*	2014**	2015	2016	2017
<b>Governmental Activities</b>										
Net investment in capital assets	\$ 1,318,137	\$ 1,456,025	\$ 1,547,366	\$ 1,536,885	\$ 1,568,248	\$ 1,568,957	\$ 1,534,250	\$ 1,520,900	\$ 1,516,589	\$ 1,521,927
Restricted for:										
Capital projects	333,179	324,494		74,185	74,621	66,647	75,847	105,692	127,648	152,764
Debt service	20,138	19,849	18,556	15,990	11,239	11,998	12,969	8,012	10,011	10,110
Inventory for resale	-	-	-	-	2,134	1,853	2,370	2,301	1,562	414
Special revenue funds	-	-	22,526	47,615	59,119	61,394	63,580	77,274	80,192	84,934
Unrestricted	527,270	440,397	612,235	429,696	305,959	232,952	205,038	(2,694)	(47,729)	(336,609)
Governmental activities net position	<u>2,198,724</u>	<u>2,240,765</u>	<u>2,200,683</u>	<u>2,104,371</u>	<u>2,021,320</u>	<u>1,943,801</u>	<u>1,894,054</u>	<u>1,711,485</u>	<u>1,688,273</u>	<u>1,433,540</u>
<b>Business-type Activities</b>										
Net investment in capital assets	942,028	971,317	1,010,013	1,038,481	1,041,260	1,061,519	1,073,096	1,097,836	1,123,905	1,162,447
Restricted for:										
Capital projects	65,661	56,336	52,319	49,850	59,051	56,200	51,124	67,931	84,864	98,620
Debt service	40,954	41,207	39,901	61,123	26,155	24,971	30,908	32,265	28,204	33,955
Renewal and replacement	13,849	13,658	13,619	13,573	10,249	8,520	17,481	20,632	24,135	26,120
Unrestricted	258,169	284,602	271,908	245,844	268,066	272,561	304,102	250,618	259,403	187,005
Business-type activities net position	<u>1,320,661</u>	<u>1,367,120</u>	<u>1,387,760</u>	<u>1,408,871</u>	<u>1,404,781</u>	<u>1,423,771</u>	<u>1,476,711</u>	<u>1,469,282</u>	<u>1,520,511</u>	<u>1,508,147</u>
<b>Primary Government</b>										
Net investment in capital assets	2,260,165	2,427,342	2,557,379	2,575,366	2,609,508	2,630,476	2,607,346	2,618,736	2,640,494	2,684,374
Restricted for:										
Capital projects	398,840	380,830	52,319	124,035	133,672	122,847	126,971	173,623	212,512	251,384
Debt service	61,092	61,056	58,457	77,113	37,394	36,969	43,877	40,277	38,215	44,065
Inventory for resale	-	-	-	-	2,134	1,853	2,370	2,301	1,562	414
Special revenue funds	-	-	22,526	47,615	59,119	61,394	63,580	77,274	80,192	84,934
Renewal and replacement	13,849	13,658	13,619	13,573	10,249	8,520	17,481	20,632	24,135	26,120
Unrestricted	785,439	724,999	884,143	675,540	574,025	505,513	509,140	247,924	211,674	(149,604)
Total primary government net position	<u>\$ 3,519,385</u>	<u>\$ 3,607,885</u>	<u>\$ 3,588,443</u>	<u>\$ 3,513,242</u>	<u>\$ 3,426,101</u>	<u>\$ 3,367,572</u>	<u>\$ 3,370,765</u>	<u>\$ 3,180,767</u>	<u>\$ 3,208,784</u>	<u>\$ 2,941,687</u>

Note: Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted.

\* Fiscal year 2013 reflects a cumulative prior period adjustment to remove bond issuance costs from the statement of net position as required by Governmental Accounting Standards Board Statement 65 and to correct amortization from a prior year.

\*\* Fiscal year 2014 reflects a cumulative prior period adjustment for the Clerk's Child Support Enforcement Fund, a non-major special revenue fund, for expenditures omitted in prior years.



Lee County, Florida  
SCHEDULE 2  
CHANGES IN NET POSITION  
Last Ten Fiscal Years  
(dollars in thousands)

	2008	2009	2010	2011	2012 **	2013 **	2014***	2015	2016	2017
<b>Expenses</b>										
<b>Governmental Activities:</b>										
General government	\$ 240,356	\$ 212,095	\$ 217,610	\$ 213,936	\$ 206,427	\$ 207,265	\$ 200,741	\$ 208,748	\$ 228,779	\$ 216,689
Public safety	242,867	235,098	223,936	218,590	202,799	204,534	210,796	209,156	234,012	261,812
Physical environment	14,365	16,033	12,413	13,327	14,665	16,907	21,512	13,919	13,251	13,961
Transportation	56,408	65,132	58,863	60,983	54,600	64,484	57,101	57,719	56,614	66,170
Economic environment	25,769	25,126	35,350	34,722	30,613	24,337	25,048	27,276	28,571	30,898
Human services	24,921	25,200	26,475	26,418	26,796	20,474	20,481	20,273	21,528	22,379
Culture and recreation	71,266	67,102	62,953	61,677	64,689	70,437	71,816	78,393	79,514	81,038
Interest on long-term debt	13,007	12,144	11,380	15,486	14,448	12,557	12,136	11,189	10,494	10,125
Total governmental activities expenses	\$ 688,959	\$ 657,930	\$ 648,980	\$ 645,139	\$ 615,037	\$ 620,995	\$ 619,631	\$ 626,673	\$ 672,763	\$ 703,072
<b>Business-type Activities:</b>										
Airport	108,382	103,472	99,334	99,750	98,489	103,994	105,761	104,830	118,403	118,706
Water and wastewater	96,895	97,406	105,092	109,700	106,981	105,921	105,469	104,153	107,311	112,498
Transit	24,805	23,250	22,806	24,143	23,511	26,932	23,944	27,171	28,713	30,816
Transportation facilities	31,430	28,714	29,147	27,100	25,392	25,816	27,113	24,064	23,191	23,457
Solid waste	75,997	80,101	78,698	79,381	77,123	82,683	79,264	84,378	90,159	96,222
Total business-type activities expenses	\$ 337,509	\$ 332,943	\$ 335,077	\$ 340,074	\$ 331,496	\$ 345,346	\$ 341,551	\$ 344,566	\$ 367,777	\$ 381,699
Total primary government expenses	\$ 1,026,468	\$ 990,873	\$ 984,057	\$ 985,213	\$ 946,533	\$ 966,341	\$ 961,182	\$ 971,239	\$ 1,040,540	\$ 1,084,771
<b>Program Revenues</b>										
<b>Governmental Activities:</b>										
Charges for services:										
General government	\$ 75,516	\$ 69,995	\$ 55,861	\$ 53,791	\$ 53,738	\$ 59,365	\$ 65,673	\$ 68,019	\$ 73,047	\$ 70,823
Public safety	41,546	41,255	42,074	40,648	34,843	38,992	39,925	41,707	43,416	41,992
Physical environment	2,270	2,125	1,984	1,873	1,783	2,004	2,184	2,134	2,039	2,088
Transportation	1,393	1,223	971	951	1,178	939	920	905	1,024	1,225
Economic environment		3	1,578	3,165	2,025	795	592	550	440	495
Human services	2,976	2,805	2,501	2,391	2,403	2,579	2,099	2,236	2,542	2,643
Culture and recreation	4,430	4,381	4,573	6,158	5,396	5,882	6,396	6,626	6,276	6,343
Operating grants and contributions	31,593	35,215	58,707	47,811	50,227	43,615	32,799	35,056	35,317	35,515
Capital grants and contributions	12,711	10,342	13,761	10,538	10,898	10,943	3,327	6,537	13,870	16,327
Governmental activities program revenues	\$ 172,435	\$ 167,344	\$ 182,010	\$ 167,326	\$ 162,491	\$ 165,114	\$ 153,915	\$ 163,770	\$ 177,971	\$ 177,451
<b>Business-type Activities:</b>										
Charges for services:										
Airport	101,974	98,570	98,090	99,360	98,989	104,009	107,250	109,705	111,544	115,401
Water and wastewater	89,495	85,707	85,121	84,736	90,991	97,760	102,740	106,787	108,084	112,021
Transit	3,100	3,340	3,201	3,290	3,690	3,846	3,703	4,000	4,052	4,015
Transportation facilities	38,097	37,160	36,630	36,665	37,448	38,725	41,179	43,083	44,792	44,365
Solid waste	84,399	85,281	86,932	84,972	76,964	70,094	73,264	72,407	76,078	81,541
Operating grants and contributions	7,347	5,749	8,405	5,198	5,582	5,637	6,381	6,493	8,012	6,876
Capital grants and contributions	70,330	46,122	22,045	32,183	17,076	42,245	47,612	40,757	57,482	55,114
Business-type activities program revenues	\$ 394,742	\$ 361,929	\$ 340,424	\$ 346,404	\$ 330,740	\$ 362,336	\$ 382,129	\$ 383,232	\$ 409,994	\$ 419,333
Total primary government program revenues	\$ 567,177	\$ 529,273	\$ 522,434	\$ 513,730	\$ 493,231	\$ 527,450	\$ 536,044	\$ 547,002	\$ 587,965	\$ 596,784

(continued)

Lee County, Florida  
SCHEDULE 2  
CHANGES IN NET POSITION  
Last Ten Fiscal Years  
(dollars in thousands)

	2008	2009	2010	2011	2012 **	2013 **	2014 **	2015	2016	2017
Net (Expense) Revenue*	\$ (516,524)	\$ (490,586)	\$ (466,970)	\$ (477,813)	\$ (452,546)	\$ (455,881)	\$ (465,716)	\$ (462,903)	\$ (494,792)	\$ (525,621)
Governmental Activities	57,233	28,966	5,347	6,330	(756)	16,990	40,578	38,666	42,217	37,634
Business-type Activities	\$ (459,291)	\$ (461,600)	\$ (463,623)	\$ (471,483)	\$ (453,302)	\$ (438,891)	\$ (425,138)	\$ (424,237)	\$ (452,575)	\$ (487,987)
Total primary government net expense										
General Revenues and Other Changes in Net Position	\$ 463,880	\$ 400,300	\$ 309,068	\$ 265,028	\$ 255,944	\$ 254,662	\$ 274,203	\$ 292,170	\$ 308,241	\$ 328,696
Governmental Activities:										
Taxes										
Property taxes	18,260	17,775	17,232	17,032	17,116	17,992	18,616	20,157	20,404	20,860
Gas taxes	23,768	21,880	22,756	23,981	26,672	28,535	33,197	37,560	39,638	39,651
Tourist taxes	10,946	10,885	10,134	9,818	9,561	9,559	9,606	9,268	8,705	9,470
Communication taxes	9,161	9,293	8,407	8,398	8,013	8,355	16,330	19,476	17,369	17,209
Franchise fees										888
Local Business taxes										
Impact fees	14,769	7,003	3,127	1,892						
Unrestricted grants and contributions	59,471	44,666	44,151	46,196	49,484	52,668	57,258	61,140	63,286	65,326
Investment earnings	37,376	14,813	7,112	3,670	2,729	1,826	866	2,860	4,728	6,109
Miscellaneous	24,171	15,592	13,487	13,866	8,744	12,965	16,443	13,698	10,292	9,163
Transfers	(8,197)	(9,580)	(8,586)	(8,380)	(8,768)	(6,045)	(8,396)	12,323	(1,083)	(139)
Total governmental activities general revenues and transfers	653,605	592,627	426,888	381,501	369,495	380,517	418,123	468,652	471,580	497,233
Business-type Activities:										
Property taxes	2,036	1,524	2,123	1,739	1,077	561	568	584	1,257	1,864
Franchise fees	2,221	1,586	1,580	1,604	1,701	1,677	1,654	1,778	1,984	2,464
Investment earnings	12,452	3,919	2,214	1,344	1,180	1,034	605	1,580	3,129	5,210
Miscellaneous	2,023	864	790	1,714	886	1,300	1,139	1,762	1,559	1,921
Special item-loss on discontinued project					(16,946)					
Transfers	8,197	9,580	8,586	8,380	8,768	6,045	8,396	(12,323)	1,083	139
Total business-type activities general revenues, special item, and transfers	26,929	17,473	15,293	14,781	(3,334)	10,617	12,362	(6,619)	9,012	11,598
Total primary government general revenues, special item, and transfers	\$ 680,534	\$ 550,100	\$ 442,181	\$ 396,282	\$ 366,161	\$ 391,134	\$ 430,485	\$ 462,033	\$ 480,592	\$ 508,831
Change in Net Position	\$ 137,081	\$ 42,041	\$ (40,082)	\$ (96,312)	\$ (83,051)	\$ (75,364)	\$ (47,593)	\$ 5,749	\$ (23,212)	\$ (28,388)
Governmental Activities	84,162	46,459	20,640	21,111	(4,090)	27,607	52,940	32,047	51,229	49,232
Business-type activities	\$ 221,243	\$ 88,500	\$ (19,442)	\$ (75,201)	\$ (87,141)	\$ (47,787)	\$ 5,347	\$ 37,796	\$ 26,017	\$ 20,844
Total primary government										

\* Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program-specific grants versus its reliance upon funding from taxes and other general revenues. Numbers in parentheses indicate that expenses were greater than program revenues and therefore general revenues were needed to finance that function or program. Numbers without parentheses mean that program revenues were more than sufficient to cover expenses.

\*\* Impact fees were re-categorized in fiscal years 2012 and 2013 to Capital Grants and Contributions. Additionally, fiscal year 2013 reflects a cumulative prior period adjustment to remove bond issuance costs from the statement of net position as required by Governmental Accounting Standards Board Statement 65 and to correct amortization from a prior year.

\*\*\* Fiscal year 2014 reflects a cumulative prior period adjustment for the Clerk's Child Support Enforcement Fund, a non-major special revenue fund, for expenditures omitted in prior years.

Lee County, Florida  
SCHEDULE 3

FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years

(amounts expressed in thousands)

	2008	2009	2010*	2011	2012	2013	2014	2015	2016	2017
General Fund										
Reserved:										
Advances	\$ 25,947	\$ 18,251								
Inventory	544	468								
Unreserved, designated for:										
Next fiscal year's expenditures	20,653	14,870								
Unfunded other postemployment benefits										
Roads revolving loan program	25,000	25,000								
Road construction grant	1,088	9,821								
Unfunded mandates	3,000									
Economic incentives		805								
Economic development	25,000	23,350								
Fort Myers Beach transportation loan										
SWFAS commitment										
Community Corrections Facility	10,000	10,000								
Unreserved, undesignated	163,804	173,933								
Nonspendable			\$ 23,948	\$ 26,244	\$ 14,393	\$ 429	\$ 409	\$ 330	\$ 292	\$ 321
Restricted					2,134	1,853	2,370	2,301	1,562	414
Committed			8,380		10	10	6	6	6	6
Assigned			26,102	17,945	49,261	14,900	12,565	8,370	7,069	5,309
Unassigned			191,112	158,320	81,668	94,308	108,428	126,889	123,980	115,198
<b>Total General Fund</b>	<b>\$ 275,036</b>	<b>\$ 278,198</b>	<b>\$ 249,542</b>	<b>\$ 202,509</b>	<b>\$ 147,466</b>	<b>\$ 111,500</b>	<b>\$ 123,778</b>	<b>\$ 137,896</b>	<b>\$ 132,909</b>	<b>\$ 121,248</b>

All Other Governmental Funds

Reserved:										
Advances	\$ 139	\$ 80,909								
Inventory	1,855	2,647								
Debt service	26,160	25,433								
Unreserved, designated for:										
Next fiscal year's expenditures	274,702	223,136								
Unfunded other postemployment benefits										
Conservation 2020										
Bequests	1,418	1,156								
Hurricane contingency										
Debt service	5,088	1,521								
Unreserved, undesignated, reported in:										
Special revenue funds	235,502	56,871								
Capital projects funds	79,663	101,383								
Nonspendable			\$ 76,176	\$ 9,531	\$ 11,368	\$ 2,385	\$ 2,936	\$ 2,652	\$ 2,532	\$ 2,654
Restricted			63,101	176,483	159,671	183,519	160,719	196,943	223,656	234,943
Committed			362,017	257,306	224,909	211,770	201,066	197,322	210,498	211,145
Assigned			196	4,703	2,928	3,209	3,300	3,487	4,161	2,319
Unassigned			(75,169)	(16,313)	(22,160)	(11)				(1,298)
<b>Total All Other Governmental Funds</b>	<b>\$ 624,477</b>	<b>\$ 493,056</b>	<b>\$ 426,321</b>	<b>\$ 431,710</b>	<b>\$ 376,716</b>	<b>\$ 400,872</b>	<b>\$ 368,021</b>	<b>\$ 399,804</b>	<b>\$ 440,847</b>	<b>\$ 469,763</b>

\* Fiscal year 2010 fund balance classifications have been revised due to the implementation of the Governmental Accounting Standards Board Statement No. 54, Fund Balance Reporting and Governmental Fund Type Definitions.

Lee County, Florida  
 SCHEDULE 4  
 CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS  
 Last Ten Fiscal Years  
 (amounts expressed in thousands)

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
<b>Revenues</b>										
Taxes	\$ 526,015	\$ 460,133	\$ 367,597	\$ 324,257	\$ 317,463	\$ 319,103	\$ 351,952	\$ 378,631	\$ 394,357	\$ 416,774
Licenses and permits	5,415	4,257	6,086	6,288	6,497	7,822	9,271	11,148	9,233	9,295
Intergovernmental	90,618	87,950	108,713	102,901	103,056	97,298	89,852	95,530	101,013	102,020
Charges for services	92,123	87,878	75,560	74,490	66,328	74,847	79,844	81,194	88,982	84,535
Fines and forfeitures	2,073	1,393	1,404	1,087	1,311	1,374	1,561	1,529	1,545	1,373
Impact fees	14,769	7,003	3,123	1,892	3,446	2,587	2,743	3,759	5,262	6,455
Special assessments	2,024	1,515	2,015	1,493	1,447	1,651	1,360	2,261	1,241	1,174
Miscellaneous	59,019	34,034	21,261	16,517	11,394	14,135	15,985	16,531	14,199	16,437
<b>Total revenues</b>	<b>792,056</b>	<b>684,163</b>	<b>585,709</b>	<b>528,925</b>	<b>510,942</b>	<b>518,817</b>	<b>552,568</b>	<b>590,583</b>	<b>615,832</b>	<b>638,063</b>
<b>Expenditures</b>										
<b>Current</b>										
General government	161,143	181,728	143,296	136,124	132,248	132,932	130,328	137,077	143,421	148,668
Public safety	236,717	228,742	214,989	210,923	195,541	193,533	199,492	205,645	218,168	233,305
Physical environment	13,698	15,351	11,745	12,649	13,968	14,321	18,913	12,184	10,770	10,858
Transportation	44,826	51,459	41,804	35,354	33,800	34,509	32,644	33,609	33,938	35,953
Economic environment	25,629	25,190	35,194	33,770	30,539	24,433	25,095	26,619	27,672	30,432
Human services	24,382	24,804	26,144	26,193	26,690	20,355	20,144	20,052	21,055	21,200
Culture and recreation	65,381	60,737	55,317	53,817	55,032	56,050	59,350	64,098	63,220	63,539
Capital outlay	199,458	182,787	130,446	108,952	87,692	60,314	55,748	31,064	41,222	47,375
Debt service										
Principal retirement	24,008	20,283	19,365	25,581	17,702	15,432	9,741	15,766	10,823	19,680
Interest and fiscal charges	14,770	11,693	10,827	12,805	19,852	20,037	13,068	13,223	11,573	11,822
Bond issuance costs	-	-	297	548	-	774	49	364	-	-
<b>Total expenditures</b>	<b>810,012</b>	<b>802,774</b>	<b>689,424</b>	<b>656,716</b>	<b>613,064</b>	<b>572,690</b>	<b>564,572</b>	<b>559,701</b>	<b>581,862</b>	<b>622,832</b>
<b>Excess (deficiencies) of revenues over (under) expenditures</b>	<b>(17,956)</b>	<b>(118,611)</b>	<b>(103,715)</b>	<b>(127,791)</b>	<b>(102,122)</b>	<b>(53,873)</b>	<b>(12,004)</b>	<b>30,882</b>	<b>33,970</b>	<b>15,231</b>
<b>Other Financing Sources (Uses)</b>										
Transfers in	136,352	297,958	131,163	244,570	112,730	221,138	90,650	165,590	113,737	158,782
Transfers out	(146,090)	(308,062)	(141,638)	(239,126)	(121,486)	(221,171)	(99,030)	(153,267)	(116,820)	(156,758)
Capital lease proceeds	-	-	-	-	-	-	-	383	5,169	-
Bond premium	-	-	-	55	-	-	-	8,399	-	-
Proceeds from long-term debt	3,203	456	18,798	88,218	841	134,399	14,483	50,625	-	1,284
Payments to refunding escrow agent	-	-	-	(7,570)	-	(92,303)	(12,518)	(56,711)	-	(1,284)
<b>Total other financing sources (uses)</b>	<b>(6,535)</b>	<b>(9,648)</b>	<b>8,323</b>	<b>86,147</b>	<b>(7,915)</b>	<b>42,063</b>	<b>(6,415)</b>	<b>15,019</b>	<b>2,086</b>	<b>2,024</b>
<b>Net change in fund balances</b>	<b>\$ (24,491)</b>	<b>\$ (128,259)</b>	<b>\$ (95,392)</b>	<b>\$ (41,644)</b>	<b>\$ (110,037)</b>	<b>\$ (11,810)</b>	<b>\$ (18,419)</b>	<b>\$ 45,901</b>	<b>\$ 36,056</b>	<b>\$ 17,255</b>
Debt service as a percentage of noncapital expenditures <sup>1</sup>	6.4%	5.2%	5.4%	7.0%	7.1%	6.9%	4.5%	5.5%	4.1%	5.5%

<sup>1</sup> Total debt service for this calculation excludes bond issuance cost.

Lee County, Florida  
 SCHEDULE 5  
 ASSESSED VALUE AND ESTIMATED ACTUAL VALUE OF TAXABLE PROPERTY  
 Last Ten Fiscal Years  
 (dollars in thousands)

Fiscal Year	Real Property			Less:			Total Taxable Assessed Value	Total Direct Tax Rate	Estimated Actual Taxable Value	Assessed Value as a Percentage of Actual Value <sup>1</sup>
	Residential Property	Commercial Property	Other	Personal Property	Real Property	Tax Exempt				
2008	\$ 78,264,100	\$ 12,649,523	\$ 1,212,764	\$ 4,122,676	\$ 28,724,259	\$ 67,524,804	5.4389	\$ 125,483,375	76.70%	
2009	66,592,240	12,757,889	1,250,737	3,927,562	25,496,141	59,032,287	5.3441	110,753,036	76.32%	
2010	50,045,073	10,106,431	750,756	4,022,513	16,818,192	48,106,581	5.3441	82,498,303	78.70%	
2011	42,639,954	8,531,480	541,038	3,808,042	13,836,043	41,684,471	5.3980	70,138,366	79.16%	
2012	41,682,601	7,543,635	588,774	3,450,443	14,089,660	39,175,793	5.4138	68,116,399	78.20%	
2013	41,893,823	7,314,283	545,034	3,147,142	14,947,717	37,952,565	5.4138	68,644,339	77.06%	
2014	43,666,928	7,270,866	534,599	3,147,804	17,060,361	37,559,836	5.6553	72,497,286	75.34%	
2015	46,907,208	7,805,176	642,067	3,103,287	20,663,672	37,794,066	5.6553	75,876,824	77.04%	
2016	51,150,460	7,689,622	679,027	3,125,423	23,821,441	38,823,091	5.6553	83,340,551	75.17%	
2017	55,534,938	8,336,070	662,497	3,353,902	28,254,649	39,632,758	5.5553	96,920,144	70.04%	

Source: Lee County Property Appraiser

<sup>1</sup> Includes tax-exempt property

Lee County, Florida  
 SCHEDULE 6  
 PROPERTY TAX RATES - DIRECT AND OVERLAPPING GOVERNMENTS  
 (PER \$1,000 OF ASSESSED VALUE)  
 Last Ten Fiscal Years

Fiscal Year	Direct Rates					Overlapping Rates									
	General	Library	Hazards	All	Total Direct Rate	Special Districts <sup>1</sup>	Lee County School Board	Cape Coral <sup>2</sup>	City of Sanibel <sup>2</sup>	City of Fort Myers	City of Myers Beach	Town of Fort Myers	Town of Bonita Springs	Village of Estero <sup>3</sup>	Other Special Districts <sup>4</sup>
2008	4.9904	0.3792	0.0693	0.0693	5.4389	0.8484	6.9600	4.8325	2.3433	6.2560	0.6053	0.7244			.0245 - 3.0000
2009	4.9904	0.2844	0.0693	0.0693	5.3441	0.8484	6.8680	4.8325	2.5760	7.1634	0.7093	0.8273			.0245 - 3.4500
2010	4.9904	0.2844	0.0693	0.0693	5.3441	0.9043	7.5080	7.9702	2.6150	7.4000	0.8187	0.8273			.0152 - 3.5000
2011	4.9904	0.3383	0.0693	0.0693	5.3980	0.9332	8.0150	7.9702	2.5908	8.4000	0.9144	0.8273			.0310 - 3.5000
2012	4.9904	0.3541	0.0693	0.0693	5.4138	0.7281	7.5840	7.9570	2.5570	8.7760	0.7687	0.8173			.0088 - 4.7000
2013	4.9904	0.3541	0.0693	0.0693	5.4138	0.7281	7.5840	7.9570	2.5570	8.7760	0.7687	0.8173			.0088 - 4.7000
2014	4.9904	0.5956	0.0693	0.0693	5.6553	0.5908	7.5980	7.7070	2.5307	8.7760	0.7530	0.8173			.0076 - 4.5000
2015	4.9904	0.5956	0.0693	0.0693	5.6553	0.6910	7.4160	7.7070	2.4145	8.7760	0.7530	0.8173			.0585 - 4.5000
2016	4.9904	0.5956	0.0693	0.0693	5.6553	0.6605	7.2850	6.9570	2.3105	8.7760	0.8000	0.8173	0.8398		.0549 - 4.0000
2017	4.8904	0.5956	0.0693	0.0693	5.5553	0.6361	6.9890	6.7500	2.3013	8.7500	0.8000	0.8173	0.7998		.0650 - 4.0000

Source: Lee County Property Appraiser

<sup>1</sup> Includes South Florida Water Management, Hyacinth Control, Mosquito Control and West Coast Inland Waterway.

<sup>2</sup> Millages include levies for operating and debt service costs.

<sup>3</sup> The Village of Estero was incorporated in December 2014. Their first property tax assessment was in 2016.

<sup>4</sup> Includes fire protection districts and lighting and improvement districts located throughout the unincorporated sections of Lee County.

Lee County, Florida  
 SCHEDULE 7  
 PRINCIPAL PROPERTY TAXPAYERS  
 Current Year and Nine Years Ago  
 (dollars in thousands)

Taxpayer	2017			2008		
	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total Taxable Assessed Value
Coconut Point Developers LLC	\$ 181,767	1	0.281%	\$ 145,878	1	0.158%
Christian & Missionary Alliance, Inc.	108,925	2	0.169%	138,650	2	0.150%
GCTC Holdings LLC	108,398	3	0.168%	89,941	7	0.097%
Miomar Outlet West LLC	105,220	4	0.163%			
Edison Mall LLC	89,857	5	0.139%	93,822	6	0.102%
Bell Tower Shops LLC	68,425	6	0.106%			
Hertz Corporation	66,300	7	0.103%			
International Capital Investments	58,207	8	0.090%			
Wal-Mart Stores East LP	55,681	9	0.086%			
Del Tura	52,915	10	0.082%			
Ginn La Naples LTD				132,321	3	0.143%
Centex Homes				129,915	4	0.141%
Bay Colony Gateway, Inc.				118,124	5	0.128%
Thieman Enterprises LLC				87,501	8	0.095%
Beach Road Development LP				85,423	9	0.093%
K Hovnanian First Homes LLC				74,044	10	0.080%
<b>Total</b>	<b>\$ 895,695</b>		<b>1.387%</b>	<b>\$ 1,095,619</b>		<b>1.187%</b>

Source: Lee County Property Appraiser

Lee County, Florida  
 SCHEDULE 8  
 PROPERTY TAX LEVIES AND COLLECTIONS  
 Last Ten Fiscal Years  
 (dollars in thousands)

Fiscal Year Ended September 30,	Tax Year	Taxes Levied for the Fiscal Year <sup>1</sup>	Collected within the		Collections in Subsequent Years	Total Collections to Date	
			Fiscal Year of the Levy	Percentage of Levy		Amount	Percentage of Levy
			Amount <sup>2</sup>			Amount	
2008	2007	\$ 478,895	\$ 458,933	95.83%	\$ 1,317	\$ 460,250	96.11%
2009	2008	413,173	394,828	95.56%	1,781	396,609	95.99%
2010	2009	316,752	302,267	95.43%	1,111	303,378	95.78%
2011	2010	274,268	260,862	95.11%	742	261,604	95.38%
2012	2011	262,901	251,665	95.73%	585	252,250	95.95%
2013	2012	260,982	250,828	96.11%	237	251,065	96.20%
2014	2013	280,806	270,156	96.21%	139	270,295	96.26%
2015	2014	299,665	288,114	96.15%	66	288,180	96.17%
2016	2015	316,672	304,630	96.20%	(88)	304,543	96.17%
2017	2016	336,533	323,892	96.24%	-	323,892	96.24%

Source: Lee County Tax Collector

Notes: <sup>1</sup> These tax levies are for funds for County purposes, excluding School Board, municipalities, and other independent special districts.

<sup>2</sup> Property taxes become due and payable on November 1 of each year and are delinquent on April 1 of the following year. A four percent discount is allowed if the taxes are paid in November, with the discount declining by one percent each month thereafter. Accordingly, taxes collected will not equal 100 percent of the tax levy. Tax certificates for the full amount of any unpaid taxes and assessments must be sold no later than June 1 of the following year.



Lee County, Florida  
SCHEDULE 9  
RATIO OF OUTSTANDING DEBT BY TYPE  
Last Ten Fiscal Years  
(dollars in thousands)

Fiscal Year	General Bonded Debt					Other Governmental Activities Debt					
	Capital Revenue Bonds <sup>1</sup>	Gas Tax Bonds	Tourist Development Tax Bonds	Certificates of Participation	Non Advalorem	Total	Percentage of Estimated Actual Taxable Property Value <sup>2</sup>	Per Capita <sup>3</sup>	Commercial Paper	Notes	Capital Leases
2008	\$ 213,328	\$ 30,950	\$ 5,978	\$ 6,125	\$ -	\$ 256,381	0.20%	0.41	\$ 640	\$ 4,846	\$ -
2009	201,368	25,412	5,411	5,020	-	237,211	0.21%	0.39	-	4,699	-
2010	188,848	20,747	4,825	3,855	-	218,275	0.26%	0.35	-	22,917	-
2011	168,172	19,211	85,431	2,635	-	275,449	0.39%	0.44	-	20,710	-
2012	161,424	17,621	84,655	1,350	-	265,050	0.39%	0.42	-	14,076	-
2013	65,145	15,642	125,731	-	55,632	262,150	0.38%	0.41	-	42,065	-
2014	62,473	1,765	124,903	-	51,876	241,017	0.33%	0.37	-	54,758	-
2015	4,697	-	123,989	-	104,609	233,295	0.31%	0.35	-	49,506	1,225
2016	2,390	-	122,967	-	99,158	224,515	0.27%	0.33	-	46,064	5,885
2017	-	-	121,823	-	91,875	213,698	0.22%	0.31	-	36,091	5,164

Business-Type Activities Debt

Fiscal Year	Port Authority			Solid Waste Revenue Bonds			Transportation Facilities Revenue Bonds			Water and Wastewater Revenue Bonds			Total Primary Government <sup>4</sup>	Percentage of Personal Income <sup>3</sup>	Per Capita <sup>3</sup>
	Revenue Bonds	Bonds	Bonds	Revenue Bonds	Bonds	Bonds	Revenue Bonds	Bonds	Bonds	Revenue Bonds	Bonds	Bonds			
2008	\$ 375,548	\$ 178,416	\$ -	\$ 186,518	\$ 172,442	\$ -	\$ 172,442	\$ 31,878	\$ -	\$ 36,823	\$ -	\$ 1,243,492	4.76%	1.99	
2009	367,457	165,099	-	180,769	168,008	-	168,008	20,500	-	47,918	-	1,191,661	4.83%	1.94	
2010	352,077	151,051	-	174,709	163,359	-	163,359	-	-	58,825	-	1,141,213	4.74%	1.83	
2011	324,625	136,231	-	168,281	158,811	-	158,811	-	-	82,121	-	1,166,228	4.32%	1.87	
2012	317,352	86,552	-	131,400	153,747	-	153,747	-	-	104,934	-	1,073,111	3.93%	1.70	
2013	319,686	86,379	-	134,254	207,878	-	207,878	-	-	92,600	-	1,145,012	4.05%	1.79	
2014	310,772	86,251	-	129,907	203,100	-	203,100	-	-	83,913	-	1,109,718	4.00%	1.72	
2015	300,598	81,393	-	123,632	195,813	-	195,813	-	-	64,419	298	1,050,179	3.59%	1.58	
2016	290,836	76,994	-	118,159	187,482	-	187,482	-	-	54,633	2,022	1,006,590	3.22%	1.48	
2017	280,656	75,358	-	112,439	178,850	-	178,850	-	-	61,956	1,513	965,725	2.92%	1.38	

Note - Details regarding the County's outstanding debt can be found in the notes to the financial statements.

<sup>1</sup> Excludes accreted interest for fiscal years through 2012. For fiscal year 2012 the accreted interest was \$5,940,000.

<sup>2</sup> See Schedule 5 for property value data.

<sup>3</sup> See Schedule 11 for personal income and population data for 2008 through 2017. These ratios are calculated using personal income and population for the prior calendar year.

<sup>4</sup> Includes general bonded debt, other governmental activities debt, and business-type activities debt.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
SCHEDULE 10  
PLEDGED REVENUE BOND COVERAGE  
Last Ten Fiscal Years  
(dollars in thousands)

Fiscal Year	Passenger Facility Charge Revenue Bonds						Port Authority Line of Credit											
	Passenger Facility Charge Revenues			Less: Operating Expenses <sup>1</sup>			Net Available Revenues			General Aviation Airport Revenues			Less: Operating Expenses <sup>1</sup>			Net Available Revenue		
	Revenues	Operating Expenses <sup>1</sup>	Net Available Revenues	Principal	Debt Service Interest	Coverage	Revenues	Operating Expenses <sup>1</sup>	Net Available Revenues	Revenues	Operating Expenses <sup>1</sup>	Net Available Revenue	Principal	Debt Service Interest	Coverage			
2008	\$ 15,478	n/a	\$ 15,478	\$ 2,285	\$ 1,727	3.86	\$ 8,904	\$ 8,678	\$ 226	\$ 295	\$ 164				0.49			
2009	14,942	n/a	14,942	2,390	1,618	3.73	6,485	6,325	160	305	71				0.43			
2010	15,156	n/a	15,156	10,060 <sup>5</sup>	1,603	1.30	7,070	6,732	338	325	43				0.92			
2011	15,581	n/a	15,581	2,620 <sup>6</sup>	1,000	4.30	7,851	7,786	65	340	39				0.17			
2012	14,775	n/a	14,775	3,060	303	4.39	8,831	8,508	323	355	36				0.83			
2013	15,197	n/a	15,197	3,120	245	4.52	9,176	9,331	(155)	375	32				-0.38			
2014	15,771	n/a	15,771	3,180	185	4.69	9,262	9,721	(459)	395	27				-1.09			
2015	16,251	n/a	16,251	6,540 <sup>7</sup>	21	2.48	11,605 <sup>9</sup>	8,875	2,730	3,042	4				0.90			
2016	-	n/a	-	-	-	0.00	-	-	-	-	-				0.00			
2017	-	n/a	-	-	-	0.00	-	-	-	-	-				0.00			

Fiscal Year	Port Authority Revenue Bonds						Solid Waste System Revenue Bonds											
	Airport Revenues <sup>3</sup>			Less: Operating Expenses <sup>2</sup>			Net Available Revenues			Solid Waste System Revenues <sup>4</sup>			Less: Operating Expenses <sup>1</sup>			Net Available Revenue		
	Revenues <sup>3</sup>	Operating Expenses <sup>2</sup>	Net Available Revenues	Principal	Debt Service Interest	Coverage	Revenues <sup>4</sup>	Operating Expenses <sup>1</sup>	Net Available Revenue	Revenues <sup>4</sup>	Operating Expenses <sup>1</sup>	Net Available Revenue	Principal	Debt Service Interest	Coverage			
2008	\$ 88,587	\$ 54,941	\$ 33,646	\$ 5,855	\$ 19,972	1.30	\$ 89,490	\$ 54,022	\$ 35,468	\$ 12,620	\$ 9,521				1.60			
2009	84,763	52,175	32,588	6,125	19,611	1.27	87,919	56,530	31,389	13,590	8,846				1.40			
2010	85,260	49,952	35,308	6,350	21,217	1.28	89,713	57,273	32,440	14,285	8,129				1.45			
2011	84,578	49,921	34,657	7,660	17,146	1.40	119,737	57,371	62,366	49,385	7,549				1.10			
2012	81,934	49,372	32,562	7,895	17,654	1.27	77,675	58,358	19,317	95	4,292				4.40			
2013	86,659	51,623	35,036	8,470	16,459	1.41	70,409	62,541	7,868	100	4,288				1.79			
2014	89,182	54,877	34,305	8,900	16,039	1.38	73,311	62,013	11,298	4,830	4,284				1.24			
2015	92,247	55,872	36,375	9,285	15,552	1.46	76,369	67,243	9,126	5,080	4,046				1.00			
2016	94,214	59,144	35,070	9,750	14,939	1.42	79,957	69,042	10,915	-	1,896 <sup>9</sup>				5.76			
2017	97,948	61,666	36,282	10,230	14,456	1.47	86,894	73,721	13,173	5,235	3,300				1.54			

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements.

<sup>1</sup> As defined by bond resolutions - Generally, current operating expense which does not include interest expense, depreciation or amortization expense.

<sup>2</sup> As defined by bond resolutions - Generally, current operating expense of Southwest Florida International Airport which includes arbitrage rebate liability and does not include interest expense, depreciation, unpaid other postemployment benefits expense or rebates.

<sup>3</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of Southwest Florida International Airport with the exception of passenger facility charges and grants but including surplus passenger facility charges per Federal Aviation Administration approvals.

<sup>4</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of the Waste - to - Energy Facility, the landfill, and the collection services.

<sup>5</sup> Additional principal payment of \$7,555,000 was made in 2010 with a transfer from the PFC capital fund. The coverage before the additional payment is 3.69.

<sup>6</sup> Scheduled debt service payments. Due to refunding, no principal was paid down during the year.

<sup>7</sup> Additional principal payment of \$3,300,000 was made in 2015 with a transfer from the PFC capital fund to payoff the loan. The coverage without the payoff would have been 4.85.

<sup>8</sup> Additional principal payment of \$2,627,000 was made with a transfer from the Airport discretionary fund to payoff the loan in November 2014. The amount in the Revenues column includes the transferred amount.

<sup>9</sup> Debt service only includes the April 2016 interest payment as the Solid Waste System Revenue Bonds, Series 2006A were refunded before September 30, 2016 and no longer outstanding under the bond resolutions. No debt service was due for fiscal year 2016 on the Solid Waste System Revenue Refunding Bonds, Series 2016.

Lee County, Florida  
SCHEDULE 10  
PLEDGED REVENUE BOND COVERAGE  
Last Ten Fiscal Years  
(dollars in thousands)

Fiscal Year	Water and Wastewater Revenue Bonds					Transportation Facilities Revenue Bonds				
	Water and Wastewater Revenues <sup>1</sup>	Less: Operating Expenses <sup>2,3</sup>	Net Available Revenues		Coverage	Transportation Facilities Revenues <sup>3</sup>	Less: Operating Expenses <sup>4,5</sup>	Net Available Revenue		Coverage
			Principal	Interest				Principal	Interest	
2008	\$ 95,382	\$ 56,882	\$ 38,500	\$ 4,805	2.90	\$ 39,395	\$ 11,864	\$ 27,531	\$ 6,815	1.70
2009	88,089	57,085	31,004	4,960	2.34	37,856	10,158	27,698	6,395	1.78
2010	86,397	55,572	30,825	5,130	2.33	37,013	10,291	26,722	6,610	1.72
2011	86,649	58,912	27,737	5,310	2.10	37,006	9,863	27,143	6,890	1.75
2012	91,967	55,406	36,561	5,510	2.86	37,817	9,426	28,391	7,710	1.82
2013	98,054	55,286	42,768	7,603	2.76	39,162	9,698	29,464	8,145	1.96
2014	102,895	55,567	47,328	3,890	4.14	41,966	10,158	31,808	9,080	2.02
2015	107,443	52,634 <sup>4</sup>	54,809	6,190	3.64	44,113	8,906 <sup>4</sup>	35,207	9,325	2.29
2016	109,165	54,777 <sup>4</sup>	54,388	7,195	3.44	46,008	8,910 <sup>4</sup>	37,098	8,980	2.61
2017	113,467	55,591 <sup>4</sup>	57,876	7,465	3.67	45,742	9,376 <sup>4</sup>	36,366	9,295	2.53

Florida Department of Environmental Protection Loans

Fiscal Year	Florida Department of Environmental Protection Loans				
	Water and Wastewater Revenues <sup>1</sup>	Less: Operating Expenses <sup>2,5</sup>	Net Available Revenues		Coverage
			Principal	Interest	
2008	\$ 95,382	\$ 56,882	\$ 38,500	\$ 1,391	20.65
2009	88,089	57,085	31,004	1,805	12.13
2010	86,397	55,572	30,825	1,838	12.06
2011	86,649	58,912	27,737	2,114	9.60
2012	91,967	55,406	36,561	3,572	7.11
2013	98,054	55,286	42,768	3,650	8.31
2014	102,895	55,567	47,328	3,035	10.70
2015	107,443	52,634 <sup>4</sup>	54,809	3,118	12.39
2016	109,165	54,777 <sup>4</sup>	54,388	3,203	12.29
2017	113,467	55,591 <sup>4</sup>	57,876	3,065	13.78

Note: Details regarding the county's outstanding debt can be found in the notes to the financial statements. Operating expenses do not include interest, depreciation or amortization expenses.

<sup>1</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of the Lee County Water and Wastewater System. The pledge of these revenues to the RDEP loan is subordinate to the revenue bonds pledged.

<sup>2</sup> As defined by bond resolutions - Generally, current operating expense which doesn't include interest expense, depreciation or amortization expense.

<sup>3</sup> As defined by bond resolutions - Generally, all revenues generated from the operation of the Lee County Transportation Facilities, including but not limited to toll revenues and investment earnings.

<sup>4</sup> As defined by bond resolutions- current operating expenses do not include unfunded OPEB and pension expenses.

<sup>5</sup> Fiscal years 2007 to 2014 - Operating expenses listed include the annual OPEB expenses and is not adjusted for funding.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
 SCHEDULE 11  
 DEMOGRAPHIC AND ECONOMIC STATISTICS  
 Last Ten Fiscal Years

Year	Population <sup>1</sup>	Total Personal Income <sup>2</sup> (in thousands)	Per Capita Personal Income <sup>2</sup>	Median Age <sup>2</sup>	School Enrollment <sup>4</sup>	Unemployment Rates (Percentage) <sup>2</sup>		
						County	State	National
2008	623,725	\$ 26,111,623	\$ 41,864	42.7	79,457	9.2	6.8	6.0
2009	615,124	24,674,348	41,954	42.7	80,161	13.9	11.1	9.8
2010	622,900	24,077,000	38,653	42.8	81,929	13.5	11.9	9.6
2011	625,310	26,999,483 <sup>3</sup>	30,363 <sup>3</sup>	45.6	83,771	11.2	10.6	9.1
2012	631,330	27,328,737 <sup>6</sup>	43,022 <sup>6</sup>	45.7	85,581	8.7 <sup>5</sup>	8.7 <sup>3</sup>	7.8 <sup>3</sup>
2013	638,029	28,292,424 <sup>6</sup>	40,248	45.7	87,215	7.2 <sup>3</sup>	7.1 <sup>3</sup>	7.6 <sup>5</sup>
2014	643,367	27,773,510	43,169 <sup>7</sup>	45.7	90,887	6.1	6.1	5.7
2015	665,845	29,245,506	48,453 <sup>9</sup>	46.2	92,780	5.1	5.2	5.1
2016	680,578	31,296,442	44,583	46.3	91,222	4.7	4.7	5.0
2017	698,468	33,060,033	48,537	46.9	92,590	3.6	3.8	4.2

Sources: <sup>1</sup> Bureau of Economic and Business Research (estimate)  
<sup>2</sup> Florida Research and Economic Database (FRED), except as otherwise noted  
<sup>3</sup> U.S. Census Bureau estimate  
<sup>4</sup> School District of Lee County  
<sup>5</sup> Regional Economic Research Institute, Lutgert College of Business, Florida Gulf Coast University  
<sup>6</sup> US Bureau of Economic Analysis (BEA) estimate as of April 2012 (TPI updated 2015)  
<sup>7</sup> Governing.com  
<sup>8</sup> ecd.state.fl.us  
<sup>9</sup> bestplaces.net

Lee County, Florida  
SCHEDULE 12  
PRINCIPAL EMPLOYERS  
Current Year and Nine Years Ago

<u>Employer</u>	<u>2017</u>			<u>2008</u>		
	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total County Employment</u>	<u>Employees</u>	<u>Rank</u>	<u>Percentage of Total County Employment</u>
Lee Health	13,257	1	4.18%	8,600	2	3.03%
Lee County School District	11,561	2	3.65%	12,650	1	4.45%
Publix Super Markets	4,613	3	1.46%	4,215	3	1.48%
Wal-Mart Corporation	3,550	4	1.12%	2,400	5	0.84%
Lee County Administration	2,387	5	0.75%	2,610	4	0.92%
Lee County Sheriff's Office	1,558	6	0.49%	1,470	7	0.52%
City of Cape Coral	1,350	7	0.43%	2,056	6	0.72%
Florida Gulf Coast University	1,350	8	0.43%	1,292	9	0.45%
Chico's FAS, Inc.	1,147	9	0.36%	1,120	10	0.39%
Home Depot	1,072	10	0.34%			
U.S. Postal Service				1,397	8	0.49%
<b>Total</b>	<u>41,845</u>		<u>13.21%</u>	<u>37,810</u>		<u>13.29%</u>

Source: Lee County Office of Economic Development, Florida Research and Economic Database, and U.S. Bureau of Labor Statistics.

Lee County, Florida  
 SCHEDULE 13  
 GOVERNMENT EMPLOYEES BY FUNCTION/PROGRAM  
 Last Ten Fiscal Years

Function/Program	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Governmental activities:										
General government	1,402	1,426	1,398	1,342	1,312	1,281	1,282	1,288	1,281	1,270
Public safety	1,979	1,942	1,939	1,891	1,884	1,866	1,875	1,914	1,979	1,997
Physical environment	85	80	78	76	76	73	69	70	69	68
Transportation	252	255	221	221	220	220	212	205	204	204
Economic environment	61	61	63	62	66	65	66	66	67	66
Human services	68	68	70	69	76	75	76	81	81	83
Culture and recreation	517	504	503	512	523	518	523	504	506	507
Business-type activities:										
Airport	355	347	345	343	344	346	351	352	360	357
Water and wastewater	281	281	279	275	275	275	274	274	275	279
Transit	257	257	254	253	253	251	263	267	267	267
Transportation facilities	101	98	95	95	95	95	95	95	94	96
Solid waste	71	72	74	77	83	92	94	98	105	112
Total	5,429	5,391	5,319	5,216	5,207	5,157	5,180	5,214	5,288	5,306

Sources: Lee County Budget Office, Lee County Sheriff Finance Department, Lee County Clerk of Circuit Court Human Resources Department, Lee County Property Appraiser Finance Department, Lee County Tax Collector Human Resources Department, Lee County Supervisor of Elections Human Resources Department, Lee County Port Authority Human Resources Department, and 20th Judicial Circuit Court Finance Department

Lee County, Florida  
SCHEDULE 14  
OPERATING INDICATORS BY FUNCTION/PROGRAM  
Last Ten Fiscal Years

<u>Function/program</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>Community Development</b>										
Building permits issued	36,916	25,513	30,190	29,952	31,316	36,442	41,023	45,421	34,329	32,126
Inspections	88,965	50,391	52,793	50,599	51,820	63,709	74,358	84,505	82,004	80,532
<b>Public Safety/EMS<sup>1</sup></b>										
E-911 calls processed	162,630	140,409	155,213	160,780	180,597	179,412	182,859	198,072	208,238	220,799
<b>Sheriff Department</b>										
Physical arrests	22,777	18,296	16,945	15,839	14,877	15,018	14,196	10,543	12,006	10,173
Traffic tickets	68,054	50,917	46,309	33,915	31,543	37,859	36,512	31,977	36,251	33,680
<b>Natural Resources</b>										
Environmental lab tests performed	111,392	114,223	122,071	114,405	109,697	117,670	114,744	109,420	115,625	136,044
Pollutant storage tanks inspections	1,058	944	882	819	738	642	546	495	514	520
<b>Solid Waste</b>										
Number of business and residential customers <sup>2</sup>	245,257	246,240	247,024	247,891	248,928	249,480	244,817	253,888	258,891	258,530
Volume of solid waste collection (tons per year) <sup>3</sup>	517,889	467,008	460,413	445,701	452,618	494,255	481,658	507,527	552,818	571,194
Volume of recycling collection (tons per year) <sup>4</sup>	56,355	51,992	51,293	65,494	67,751	84,270	71,788	76,109	79,117	78,249
Megawatt hours of electricity sold	293,805	298,618	306,385	289,391	295,981	289,583	328,479	329,285	333,549	320,919
<b>Water and Wastewater</b>										
Water customers	79,536	80,072	80,642	80,990	81,654	82,411	83,146	83,989	85,020	86,176
Wastewater customers	57,908	58,422	58,572	58,974	59,315	59,789	60,562	61,410	62,294	63,197
Meter installations	630	537	426	395	477	720	1,176	807	1,031	1,156
<b>Department of Transportation</b>										
Number of signal and flasher locations maintained	472	486	496	494	503	497	509	523	530	540
Number of streetlights maintained	4,314	4,358	4,498	4,867	5,140	4,986	5,013	5,104	5,090	5,142
Number of driveway and ROW permits issued	1,071	772	721	769	704	702	810	1,031	1,147	1,353
Asphalt road resurfacing (in thousands of tons)	47	44	49	55	48	43	37	34	41	33
<b>Bridges</b>										
<b>Toll paying traffic per year</b>										
Sanibel	2,925,351	2,906,743	2,898,010	2,931,693	2,990,491	3,062,356	3,181,676	3,282,789	3,337,055	3,277,285
Midpoint Memorial <sup>5</sup>	8,347,488	7,096,132	7,081,245	7,023,381	7,364,006	7,432,540	7,674,340	7,975,126	8,268,884	8,090,020
Cape Coral <sup>5</sup>	8,544,776	7,505,751	7,357,701	7,356,888	7,112,276	7,334,694	7,747,127	8,022,636	8,266,891	8,071,717
<b>Transit</b>										
Number of bus passenger trips	3,061,461	3,047,457	3,019,560	3,212,214	3,756,378	4,075,250	3,939,812	3,721,249	3,323,540	3,126,846
Number of bus route miles	416	417	417	417	417	550	551	551	538	542
<b>Port Authority</b>										
Number of enplanements	3,868,588	3,737,339	3,721,375	3,875,313	3,676,953	3,856,646	3,989,316	4,155,189	4,332,997	4,421,668
Number of deplanements	3,826,610	3,719,794	3,659,221	3,792,235	3,600,007	3,751,062	3,896,241	4,062,874	4,245,061	4,317,457
<b>Human Services</b>										
<b>Number of emergency services provided with General Fund County Service dollars (mortgage, rent, utilities, etc.)</b>										
	628	744	982	795	836	484	460	390	327	660
<b>Animal Services</b>										
Officer responses	24,383	17,273	19,267	14,309	15,633	16,970	15,600	15,029	15,409	15,406
Animal placement	2,767	2,548	3,313	3,259	4,219	4,220	4,286	5,089	5,379	5,012
<b>Library</b>										
Cardholders	302,025	295,181	282,565	295,574	289,858	291,692	294,953	289,398	285,300	283,326
Items available for circulation	1,410,281	1,537,777	1,626,960	1,619,836	1,598,513	1,567,872	1,594,355	1,608,459	1,741,312	1,827,512
Total circulation	4,942,611	5,492,287	5,854,151	6,017,639	6,148,573	6,032,045	6,123,207	7,048,435	7,402,890	5,214,822
<b>Parks and Recreation</b>										
Number of public parks maintained	65	64	65	65	66	66	67	67	68	69
Number of public pools maintained	9	9	9	9	9	9	9	9	9	9
Number of public boat ramps maintained	7	7	7	7	7	7	7	7	7	7

Source: Various Lee County Departments

<sup>1</sup> Based on calendar year prior to 2012. Based on fiscal year from 2012 and going forward.

<sup>2</sup> Unincorporated Lee County, City of Bonita Springs, and Town of Fort Myers Beach for all fiscal years. Village of Estero added in fiscal year 15.

<sup>3</sup> Total municipal solid waste tons processed and landfilled including incorporated and unincorporated Lee County and Hendry County.

<sup>4</sup> Total tons recycled for incorporated and unincorporated Lee County and Hendry County received at the Lee Recycling Facility.

<sup>5</sup> One way tolling began in fiscal year 2008.

Lee County, Florida  
 SCHEDULE 15  
 CAPITAL ASSET STATISTICS BY FUNCTION  
 Last Ten Fiscal Years  
 (in units)

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
<b>Governmental Activities</b>										
General government	12,638	10,943	10,624	10,853	10,407	10,862	10,957	10,739	11,087	11,262
Public safety	9,789	10,196	10,535	10,374	10,085	10,299	10,089	10,072	10,783	10,633
Physical environment	521	528	531	530	550	552	574	538	519	517
Transportation	3,396	3,411	3,559	3,610	3,713	3,805	3,837	3,903	3,939	3,954
Economic environment	206	224	219	227	237	247	261	252	270	276
Human services	818	877	885	795	647	639	602	589	568	532
Culture and recreation	4,182	4,396	4,486	4,489	4,606	4,680	4,865	4,890	4,965	5,056
	<u>31,550</u>	<u>30,575</u>	<u>30,839</u>	<u>30,878</u>	<u>30,245</u>	<u>31,084</u>	<u>31,185</u>	<u>30,983</u>	<u>32,131</u>	<u>32,230</u>
<b>Business-type Activities</b>										
Port Authority	2,262	2,346	2,430	2,516	2,522	2,549	2,552	2,961	3,184	3,338
Water and Wastewater	12,776	13,806	14,691	15,650	16,633	17,285	18,084	19,013	19,993	20,673
Transportation Facilities	984	992	989	1,149	1,149	1,176	1,176	1,235	1,251	1,315
Solid Waste	482	487	543	596	608	646	665	697	709	729
Transit	631	811	832	867	897	948	963	1,018	1,046	1,039
	<u>17,135</u>	<u>18,442</u>	<u>19,485</u>	<u>20,778</u>	<u>21,809</u>	<u>22,604</u>	<u>23,440</u>	<u>24,924</u>	<u>26,183</u>	<u>27,094</u>

Source: Lee County Clerk of Courts Finance and Records Department and the Lee County Sheriff's Office





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# Other Supplemental Information



Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 TOURIST DEVELOPMENT TAX REVENUE BONDS  
 September 30, 2017  
 (unaudited)

(dollars in thousands)

Historical Tourist Development Tax Revenues, Gross Revenues and  
 State Funds and Pro Forma Debt Service Coverage

<u>Fiscal Year Ended September 30</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>
Tourist Development Tax Revenues (debt portion)	\$ 26,672	\$ 28,535	\$ 33,197	\$ 37,560	\$ 39,638	\$ 39,651
Gross Revenues <sup>(1)</sup>	950	950	950	1,150	1,150	1,165
State Funds	n/a	125	500	500	500	500
Total Pledged Funds <sup>(2)(3)</sup>	<u>\$ 27,622</u>	<u>\$ 29,610</u>	<u>\$ 34,647</u>	<u>\$ 39,210</u>	<u>\$ 41,288</u>	<u>\$ 41,316</u>
Maximum Annual Debt Service <sup>(4)</sup> Payable from Pledged Funds	6,273	8,936	8,936	8,936	8,936	8,936
Debt Service Coverage	4.4x	3.3x	3.9x	4.4x	4.6x	4.3x

<sup>(1)</sup> Includes stadium rental revenue and payments received by the County from JetBlue Airways in connection with the naming rights for JetBlue Park, a part of the 2010 Project.

<sup>(2)</sup> Investment earnings, if any, have not been included in these calculations.

<sup>(3)</sup> This figure includes only Tourist Development Tax revenues as defined in the Bond Resolution.  
 Fiscal years 2012-2014 include 100% of Tourist Development Tax revenues.

<sup>(4)</sup> Maximum Annual Debt Service is calculated net of the Federal Direct Payments received in connection with Subsidy Bonds.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**TOURIST DEVELOPMENT TAX REVENUE BONDS**  
September 30, 2017  
(unaudited)

**Statement of Historical Collections and Distributions of the General Sales and Use Tax**  
**Fiscal Years Ended June 30, 2009 through June 30, 2018<sup>(2)(4)</sup>**

State Fiscal Year	Collections	General Revenue	Local Governments <sup>(3)</sup>	State Transportation Trust Fund	Ecosystem and Restoration Management Trust Fund		Sports Facilities Transfer	Emergency Distribution	Public Employees Relations Commission Trust Fund
					\$	\$			
2017-18 <sup>(1)</sup>	\$ 27,180,600,000	\$ 24,189,300,000	\$ 2,941,300,000	\$ 200,000	\$ -	\$ 24,800,000	\$ 23,000,000	\$ 2,000,000	
2016-17 <sup>(1)</sup>	25,913,500,000	23,060,000,000	2,805,500,000	200,000	-	24,000,000	21,900,000	1,900,000	
2015-16	24,712,944,756	21,997,965,887	2,669,845,085	199,335	-	22,327,782	20,762,736	1,843,932	
2014-15	23,640,149,815	21,062,698,205	2,533,320,541	-	-	22,730,562	19,653,846	1,746,662	
2013-14	22,127,370,145	19,707,709,643	2,376,389,584	-	-	23,313,893	18,318,806	1,638,219	
2012-13	20,686,734,656	18,417,563,319	2,226,904,066	-	-	23,272,221	17,103,286	1,531,896	
2011-12	19,573,276,105	17,422,017,710	2,110,305,421	-	-	23,313,888	16,191,413	1,447,673	
2010-11	18,697,072,646	16,638,328,066	2,018,168,676	-	-	23,730,558	15,463,982	1,381,364	
2009-10	17,992,091,826	16,014,736,490	1,937,498,114	-	-	23,730,558	14,802,480	1,324,184	
2008-09	18,609,519,245	16,531,424,863	2,000,692,853	-	-	23,730,558	15,345,300	1,368,100	

(1) Estimate.

(2) These figures reflect estimated distributions based on the State Fiscal Year of July 1 to June 30.

(3) Local Government distributions include the half-cent, county and municipal revenue sharing, and the shift of \$29,915,500 to counties that was previously funded from pari-mutual tax revenues.

(4) In addition to sales tax, these figures include state communications services taxes imposed under Chapter 202, Florida Statutes, on the sale of communications services as described in Section 202.12, Florida Statutes.

SOURCE: State of Florida, Office of Economic & Demographic Research, *Florida Tax Handbook*

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 NON-AD VALOREM REVENUE BONDS  
 September 30, 2017  
 (unaudited)

Historical Major Sources of Non-Ad Valorem Revenues <sup>(1)</sup>  
 (dollars in thousands)

Fiscal Year Ended September 30	2013	2014	2015	2016	2017
<b>Taxes:</b>					
Local communications services tax	\$ 9,559	\$ 9,606	\$ 9,268	\$ 8,705	\$ 9,470
FPL electrical franchise fees	8,355	13,096	13,315	11,241	11,386
LCEC electrical franchise fees		3,234	6,161	6,128	5,823
<b>Intergovernmental Revenues:</b>					
State revenue sharing	12,821	13,807	14,642	15,380	16,242
Local half cent sales tax	38,654	42,131	45,164	46,441	47,350
Mobile home/insurance/alcohol beverage licenses	831	844	875	873	898
Racing tax	223	223	223	223	223
<b>Charges for Services:</b>					
Ambulance service receipts	19,523	21,024	19,547	21,830	21,638
Excess county officer fees	7,873	7,544	9,086	10,023	10,042
<b>Licenses and Permits:</b>					
Occupational licenses	703	702	692	722	698
<b>Miscellaneous:</b>					
Investment earnings <sup>(2)</sup>	241	207	549	1,036	1,484
<b>Total</b>	<u>\$ 98,783</u>	<u>\$ 112,418</u>	<u>\$ 119,522</u>	<u>\$ 122,602</u>	<u>\$ 125,254</u>

<sup>(1)</sup> The table above includes a general description of Non-Ad Valorem Revenues and does not include sources that are not considered major when viewed independently. Certain other Non-Ad Valorem Revenues may be received by the County that are not reflected in the table above as such revenues are considered restricted for certain purposes, and would not be available for payment of debt service on the Series 2012 or 2015 Bonds.

<sup>(3)</sup> To the extent Investment Earnings are earnings on investments held to the credit of funds that are not legally available to pay debt service on the Series 2012 or 2015 Bonds, such investment earnings will not constitute legally available Non-Ad Valorem Revenues.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
SUPPLEMENTAL SCHEDULES  
NON-AD VALOREM REVENUE BONDS  
September 30, 2017  
(unaudited)

STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES  
TOTAL GOVERNMENTAL FUNDS  
(dollars in thousands)

	2013	2014	2015	2016	2017
<b>REVENUES</b>					
Taxes	\$ 319,103	\$ 351,952	\$ 378,631	\$ 394,357	\$ 416,774
Licenses and permits	7,822	9,271	11,148	9,233	9,295
Intergovernmental	97,298	89,852	95,530	101,013	105,391
Charges for services	74,847	80,372	81,194	88,982	84,535
Fines and forfeitures	1,374	1,561	1,529	1,545	1,373
Impact fees	2,587	2,743	3,759	5,262	6,455
Special assessments	1,651	1,360	2,261	1,241	1,174
Miscellaneous	14,135	15,457	16,531	14,199	16,437
Total revenues	<u>518,817</u>	<u>552,568</u>	<u>590,583</u>	<u>615,832</u>	<u>641,434</u>
<b>EXPENDITURES</b>					
Current					
General government	132,932	130,328	137,077	143,421	148,672
Public safety	193,533	199,492	205,645	218,168	233,301
Physical environment	14,321	18,913	12,184	10,770	10,858
Transportation	34,509	32,644	33,609	33,938	35,911
Economic environment	24,433	25,095	26,619	27,672	30,432
Human services	20,355	20,144	20,052	21,055	21,200
Culture and recreation	56,050	59,350	64,098	63,220	63,512
Capital outlay					
General government	8,269	5,721	2,596	4,406	9,020
Public safety	5,762	2,848	6,513	15,539	4,343
Physical environment	2,472	1,217	1,192	729	1,421
Transportation	16,554	6,265	6,284	17,401	26,346
Economic environment	871	1,194	10	445	1,504
Human services	2	8	75	5	8
Culture and recreation	26,384	38,495	14,394	2,697	3,691
Debt service					
Principal retirement	15,432	9,741	15,766	10,823	19,680
Interest and fiscal charges	20,037	13,068	13,223	11,573	11,822
Bond issuance costs	774	49	364	-	-
Total expenditures	<u>572,690</u>	<u>564,572</u>	<u>559,701</u>	<u>581,862</u>	<u>621,721</u>
Excess (deficiencies) of revenues over (under) expenditures	<u>(53,873)</u>	<u>(12,004)</u>	<u>30,882</u>	<u>33,970</u>	<u>19,713</u>
<b>OTHER FINANCING SOURCES AND (USES)</b>					
Transfers in	221,138	90,650	165,590	113,737	158,782
Transfers out	(221,171)	(99,030)	(153,267)	(116,820)	(156,758)
Capital lease proceeds	-	-	383	5,169	-
Bond premium	8,427	-	8,399	-	-
Debt issuance	42,047	1,893	1,985	-	-
Issuance of refunding debt	83,925	12,590	48,640	-	1,284
Payments to refunded bonds escrow agent	(92,303)	(12,518)	(56,711)	-	(1,284)
Total other financing sources and (uses)	<u>42,063</u>	<u>(6,415)</u>	<u>15,019</u>	<u>2,086</u>	<u>2,024</u>
Net change in fund balances	<u>(11,810)</u>	<u>(18,419)</u>	<u>45,901</u>	<u>36,056</u>	<u>21,737</u>
Fund balances - beginning	524,182	510,218	491,799	537,700	573,756
Fund balances - ending	<u>\$ 512,372</u>	<u>\$ 491,799</u>	<u>\$ 537,700</u>	<u>\$ 573,756</u>	<u>\$ 595,493</u>

\* The 2014 beginning fund balance is \$2,154 less than the 2013 ending fund balance due to a restatement to the Clerk's special revenue fund.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LOCAL OPTION GAS TAX BONDS  
 September 30, 2017  
 (unaudited)

Gas Tax Revenues and Number of Taxable Gallons Sold  
 (dollars in thousands)

County Fiscal Year <sup>1</sup>	Five Cent		State Fiscal Year <sup>2</sup>	Gallons of Motor Fuel <sup>3</sup>	Percentage Increase (Decrease)
	Local Option Gas Tax Revenues	Percentage Increase (Decrease)			
2008	6,364	-7.4%	2008	283,149,975	-6.8%
2009	6,299	-1.0%	2009	272,857,247	-3.6%
2010	6,032	-4.2%	2010	269,538,511	-1.2%
2011	6,006	-0.4%	2011	264,466,600	-1.9%
2012	6,027	0.3%	2012	264,609,679	0.1%
2013	6,356	5.5%	2013	269,731,950	1.9%
2014	6,616	4.1%	2014	282,803,639	4.8%
2015	7,096	7.3%	2015	302,743,567	7.1%
2016	7,116	0.3%	2016	323,232,410	6.8%
2017	7,275	2.2%	2017	328,207,589	1.5%

Five Cent Local Option Gas Tax Debt Service Coverage

County Fiscal Year <sup>1</sup>	Five Cent		
	Local Option Gas Tax Revenues	Maximum Annual Debt Service	Debt Service Coverage Ratio
2008	6,364	2,436	2.61
2009	6,299	2,433	2.59
2010	6,032	2,430	2.48
2011	6,006	2,430	2.47
2012	6,027	2,424	2.49
2013	6,356	2,423	2.62
2014	6,616	2,422	2.73
2015	7,096	1,905	3.72
2016	7,116	2,189	3.25
2017	7,275	2,186	3.33

Allocation of Gas Tax Revenues

City of Cape Coral	24.95%
City of Fort Myers	14.00%
Sanibel	5.00%
Town of Ft. Myers Beach	1.17%
City of Bonita Springs	4.54%
Village of Estero	2.54%
Lee County	47.80%
	100.00%

<sup>1</sup> County fiscal year ended September 30.

<sup>2</sup> State fiscal year ended June 30.

<sup>3</sup> Number of gallons sold in Lee County.

Source: Lee County Clerk of Courts Finance and Records Department and Lee County Budget Services

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY WATER AND WASTEWATER SYSTEMS**  
September 30, 2017  
(Unaudited)

*Monthly Water Rates*

Customer Classification

<u>Residential Service</u>	<u>Monthly Service Charge</u>	<u>User Charge Per 1,000 Gallons For Each ERU</u>
Single - family	\$ 9.15 per unit	1 - 6,000 \$ 3.27 6,001 - 12,000 \$ 4.09 12,001 - 18,000 \$ 4.91 18,001 and above \$ 6.54
Multi - family Per ERU (i.e. 2 units = 9,600 Gal)	\$ 7.32 per unit / lot	1 - 4,800 \$ 3.27 4,800 - 9,600 \$ 4.09 9,601 - 14,400 \$ 4.91 14,401 and above \$ 6.54
Recreational vehicle (i.e. 2 units = 9,600 Gal)	\$ 3.66 per unit / lot	1 - 2,400 \$ 3.27 2,401 - 4,800 \$ 4.09 4,801 - 7,200 \$ 4.91 7,201 and above \$ 6.54
Mobile Home	\$ 7.32 per unit / lot	1 - 6,000 \$ 3.27 6,001 - 12,000 \$ 4.09 12,001 - 18,000 \$ 4.91 18,001 and above \$ 6.54

Each residential service account will be charged a monthly administrative fee of \$3.44 per statement.

An additional wellfield development surcharge of \$0.50 per ERU will be assessed to those residential customers whose monthly water consumption exceeds their initial water conservation block during the monthly billing period (6,000 gallons per ERU).

The total monthly rate for residential service is the sum of the: a) service charge; b) administrative fee; c) wellfield development surcharge (if applicable); and d) user charges in accordance with this schedule.

Commercial and All Non-Residential

<u>Meter Size</u>	<u>Monthly Service Charge</u>	<u>ERU Ratio</u>	<u>User Charge Per 1,000 Gallons For Each ERU</u>
5/8"	\$ 12.59	1.0	1 - 6,000 \$ 3.27
3/4"	\$ 17.17	1.5	6,001 - 12,000 \$ 4.09
1"	\$ 26.32	2.5	12,001 - 18,000 \$ 4.91
1½"	\$ 49.19	5.0	18,001 and above \$ 6.54
2"	\$ 76.64	8.0	
3"	\$ 149.84	16.0	<u>Non-irrigation class</u>
4"	\$ 232.19	25.0	Per 1,000 \$ 3.44
6"	\$ 460.94	50.0	
8"	\$ 735.44	80.0	<u>Irrigation class</u>
10"	\$ 1,330.19	145.0	1 - 6,000 \$ 4.09 6,001 - 12,000 \$ 4.91 12,001 and over \$ 6.54

An additional well field development surcharge of \$0.50 per ERU will be assessed to those commercial and non-residential customers whose monthly water consumption exceeds their initial water conservation block during the monthly billing period (6,000 gallons per ERU).

The total monthly rate is the sum of the service and the user charges.

*Water Restriction Surcharge Adjustment*

In the event that the South Florida Water Management District or other authority having appropriate jurisdiction declares a water shortage requiring a mandatory water usage reduction in the amount of 15%, the water user charges listed above will be increased by 18%.

In the event that a reduction of water use greater than 15% is required, the County Commission may establish by resolution, a surcharge based upon the recommendation of the Public Works Director in order to meet revenues required to comply with existing bond debt service covenants, or to meet other requirements of the water system.

Source: Lee County Utilities Division



Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY WATER AND WASTEWATER SYSTEMS**  
 September 30, 2017  
 (Unaudited)

**Monthly Wastewater Rates**

Customer Classification

<u>Residential Service</u>	<u>Monthly Service Charge</u>	<u>User Charge Per 1,000 Gallons</u>	<u>Unmetered User Charge</u>
Single - family	\$ 17.02 per unit/lot	\$ 5.85	\$26.33 per unit
Multi - family	\$ 13.61 per unit/lot	\$ 5.85	\$21.06 per unit/lot
Recreational vehicle	\$ 6.81 per unit/lot	\$ 5.85	\$10.53 per unit/lot
Mobile Home	\$ 13.61 per unit/lot	\$ 5.85	\$21.06 per unit/lot

Each residential service account shall be charged a monthly administrative charge of \$3.43 per statement.

No wastewater user charge shall be imposed on metered water usage above nine thousand (9,000) gallons per month, per residential service dwelling unit.

The total monthly rate for residential service is the sum of the: a) service charge; b) administrative fee; and c) user charges, in accordance with the schedule.

Commercial and All Non-Residential

<u>Meter Size</u>	<u>Monthly Service Charge</u>	<u>User Charge Per 1,000 Gallons</u>
5/8"	\$ 20.45	\$ 5.85
3/4"	\$ 28.96	\$ 5.85
1"	\$ 45.98	\$ 5.85
1½"	\$ 88.53	\$ 5.85
2"	\$ 139.59	\$ 5.85
3"	\$ 275.75	\$ 5.85
4"	\$ 428.93	\$ 5.85
6"	\$ 854.43	\$ 5.85
8"	\$ 1,365.03	\$ 5.85
10"	\$ 2,471.33	\$ 5.85

Unmetered commercial and non-residential charges will be calculated individually based on estimates of wastewater discharges and the above schedule of rates.

The total monthly rate for residential service is the sum of the service and the user charges.

**Connection Fees**

<u>Customer Classification</u>	<u>Number ERU's</u>	<u>Water Charge</u>	<u>Wastewater Charge</u>
<u>Residential Service</u>			
Single - family	1.00	\$ 2,440.00	\$ 2,660.00
Multi - family (per Dwelling Unit)	0.80	\$ 1,952.00	\$ 2,128.00
Recreational vehicle (per Dwelling Unit/Lot)	0.40	\$ 976.00	\$ 1,064.00
<u>Commercial and All Non-Residential</u>			
Charge Per Gallon		\$ 9.76	\$ 10.64

**Water Meter Installation and Service Connection Fees**

<u>Meter Size</u>	<u>Installation Charge</u>	<u>Tap-In Charge</u>
5/8"	\$ 260.00	\$ 1,025.00
3/4"	\$ 295.00	\$ 1,060.00
1"	\$ 325.00	\$ 1,090.00
1½"	\$ 525.00	\$ 1,650.00
2"	\$ 595.00	\$ 1,800.00
3" and above	Actual Cost	Actual Cost
Wastewater Main Tap Charge		Actual Cost

In addition to new installations, these rates may also apply to water and sewer service upgrades or facility locations.

Charges for larger meter and wastewater main taps will be based on estimates of actual time and expense. Amounts collected by the County in excess of actual costs will be credited to the customer's account or be refunded, as may be applicable. Amounts due, caused by underestimation, will be billed and payable to Lee County Utilities.

Source: Lee County Utilities Division

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY WATER AND WASTEWATER SYSTEMS**  
September 30, 2017  
(unaudited)

Historical Revenues, Expenses, and Debt Service Coverage  
(dollars in thousands)

	2013	2014	2015	2016	2017
Water and wastewater sales revenues	\$95,675	\$100,623	\$104,618	\$105,891	\$109,897
Other operating revenue <sup>(1)</sup>	2,085	2,117	2,169	2,143	2,124
Total operating revenues	<u>97,760</u>	<u>102,740</u>	<u>106,787</u>	<u>108,034</u>	<u>112,021</u>
Operating expenses <sup>(2) (7)</sup>	55,286	55,567	52,634	54,777	59,061
Net operating revenue	<u>42,474</u>	<u>47,173</u>	<u>54,153</u>	<u>53,257</u>	<u>52,960</u>
Interest income <sup>(3)</sup>	294	155	656	1,131	1,447
Net available revenues	<u>42,768</u>	<u>47,328</u>	<u>54,809</u>	<u>54,388</u>	<u>54,407</u>
Net available revenues after other transfers	42,768	47,328	54,809	54,388	54,407
Connection fee revenues <sup>(4)</sup>	4,818	6,962	14,465	10,514	15,018
Net revenues and connection fees	47,586	54,290	69,274	64,902	69,425
Senior lien debt service	15,477	11,426	15,053	15,817	15,776
Senior lien debt service coverage:					
Without pledged connection fees	2.76	4.14	3.64	3.44	3.45
With pledged connection fees	3.07	4.75	4.60	4.10	4.40
Other debt service requirements <sup>(5)</sup>	5,146	4,425	4,425	4,425	4,199
Net available revenues and other funds received for capital improvements and other purposes <sup>(6)</sup>	<u>\$22,145</u>	<u>\$31,477</u>	<u>\$35,331</u>	<u>\$34,146</u>	<u>\$34,432</u>

- (1) Amount shown includes miscellaneous operating revenues including bulk water sales, meter installation charges, turn-on and turn-off fees, etc.
- (2) Amount shown does not include depreciation or amortization expenses which are not considered an operating expense pursuant to the County's Bond Resolution.
- (3) Amount shown includes interest earnings on unrestricted fund balances as defined in the Bond Resolution.
- (4) Includes all Connection Fees, only a portion of which may be legally available to pay debt service under Florida law.
- (5) Includes State Revolving Fund (SRF) indebtedness.
- (6) Amount shown does not include Connection Fees and associated interest earnings.
- (7) Pursuant to the County's Bond Resolution, operating expenses do not include unfunded OPEB and pension expenses. Years 2013 and 2014 include the annual OPEB cost in the operating expenses and is not adjusted for funding.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY WATER AND WASTEWATER SYSTEM  
 September 30, 2017  
 (Unaudited)

*Customer Statistics:*

Historical customer statistics with respect to the Lee County Water System are set forth below:

County Water System Customer Accounts and Sales Statistics

Fiscal Year	Retail Customers			Wholesale Water Sales (000s Gallons)	Total Water Sales (000s Gallons)	Treated/Purchased Finished Water (000s Gallons)	ADF-MGD
	Average Accounts	Water Sales (000s Gallons)	Monthly Use per Account (Gallons)				
2007	76,385	8,087,012	8,823	767,315	8,854,327	9,320,365	25.54
2008	76,145	7,503,846	8,212	742,338	8,246,184	8,838,535	24.22
2009 <sup>1</sup>	75,778	7,414,916	8,154	766,239	8,181,155	8,719,119	23.89
2010 <sup>1</sup>	75,588	7,052,466	7,775	712,203	7,764,669	8,424,254	23.08
2011	76,189	7,279,995	7,963	715,428	7,995,423	8,591,946	23.54
2012	77,396	7,116,776	7,663	724,001	7,852,972	8,750,233	23.97
2013	78,542	7,082,552	7,523	705,247	7,787,799	8,422,904	23.08
2014	78,751	7,191,865	7,610	723,867	7,915,732	8,532,693	23.38
2015	79,935	7,319,779	7,631	693,914	8,013,693	8,512,833	23.34
2016	81,250	7,351,730	7,540	743,435	8,095,165	8,710,483	23.81
2017	81,968	7,414,290	7,538	742,297	8,156,587	9,039,850	24.81

<sup>1</sup> The decline in Water System accounts was anticipated by the County to be a direct result of the economic downturn in the Florida economy, which materially affected new construction and development and which has resulted in an increase in inactive accounts.

Historical customer statistics with respect to the Lee County Wastewater System are set forth below:

County Wastewater System Customer Accounts and Sales Statistics

Fiscal Year	Retail Customers			Wholesale Billed Flows (000s Gallons)	Total Billed Sales (000s Gallons)	Treated Waste- Water Flows (000s Gallons)	ADF-MGD
	Average Accounts	Billed Flows (000s Gallons)	Monthly Flow per Account (Gallons)				
2007	54,356	5,456,888	8,366	287,578	5,744,466	5,901,537	16.17
2008	54,403	5,034,468	7,712	249,849	5,284,317	5,833,278	15.98
2009 <sup>1</sup>	53,873	5,166,383	7,992	247,458	5,413,841	5,602,042	15.35
2010 <sup>1</sup>	54,162	5,012,425	7,712	214,507	5,226,932	6,067,368	16.62
2011	54,763	5,699,953	8,674	254,450	5,954,403	5,663,066	15.51
2012	55,922	5,714,966	8,516	276,247	5,992,162	5,580,126	15.29
2013	56,222	5,079,107	7,528	275,787	5,354,894	5,475,070	15.00
2014	56,753	5,311,386	7,799	277,082	5,588,468	5,883,559	16.12
2015	55,302	5,356,006	8,071	218,764	5,574,770	5,749,641	15.80
2016	55,915	5,349,742	7,973	214,637	5,564,379	5,938,595	16.23
2017	57,394	5,623,502	8,165	231,480	5,854,982	5,924,544	16.23

<sup>1</sup> The decline in Wastewater System accounts was anticipated by the County to be a direct result of the economic downturn in the Florida economy, which materially affected new construction and development and which has resulted in an increase in inactive

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY WATER AND WASTEWATER SYSTEM  
 September 30, 2017  
 (Unaudited)

*County System Top Ten Retail Utility Customers (Based on Sales Revenue)*

<u>Customer</u>	<u>Class</u>	<u>Meter Size</u>	<u>Type of Service</u>	<u>System Revenue</u>	<u>% of Total County Sales Revenue</u>
Gulf Coast Town Center	Commercial	10"	Water/Sewer	\$ 832,108	0.81%
Landings Env. Wrm. Assoc. Inc.	Multifamily	6"	Water/Sewer	672,363	0.65%
Lee Memorial Health System - Gulf Coast Hospital	Commercial	10"	Water/Sewer	646,419	0.63%
Health Park Medical Center	Commercial	6"	Water/Sewer	459,290	0.45%
Shell Point Village	Commercial	8"	Water/Sewer	418,130	0.41%
Jamaica Bay Assoc. LDT	Multifamily	8"	Water	379,462	0.37%
ORE-IDA Foods, Inc.	Commercial	3"	Water/Sewer	295,121	0.29%
Indian Creek Park	Multifamily	6"	Water/Sewer	289,264	0.28%
Sanibel Harbour Resort	Commercial	2"	Water/Sewer	275,856	0.27%
Island Club Homeowners Association	Multifamily	6"	Water/Sewer	267,137	0.26%
				\$ 4,535,149	4.40%

Source: Lee County Utilities Division

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
**September 30, 2017**  
(Unaudited)

System Historical Operating Results and Indenture Rate Covenant Compliance

Description	Fiscal Year 2016	Fiscal Year 2017
Collection Assessment Revenues	\$24,157,268	\$24,526,076
Assessment, MSTU, and Tip Fee Revenues	34,690,357	41,687,536
WTE Facility - Gross Electric Sales <sup>(1)</sup>	13,590,798	9,147,151
Recycling Revenues	1,609,353	3,116,434
Other Miscellaneous Revenue <sup>(2)</sup>	5,908,964	8,416,768
Rate Stabilization Fund Transfers	-	-
Gross Revenues	<u>\$79,956,740</u>	<u>\$86,893,965</u>
Less Operating Expenses <sup>(3)</sup>	\$69,042,206	\$73,720,652
Net Revenues	<u>\$10,914,534</u>	<u>\$13,173,313</u>
Net Position <sup>(4)</sup>	42,608,606	46,038,630
Net Revenues and Net Position	<u>\$53,523,140</u>	<u>\$59,211,943</u>
Annual Debt Service <sup>(5) (6)</sup>		
Series 2006A Bonds	\$1,896,134	\$0
Series 2016 Bonds	-	8,534,745
Total Annual Debt Service	<u>\$1,896,134</u>	<u>\$8,534,745</u>
Rate Covenant Test		
Test A:		
Net Revenues and Net Position	\$53,523,140	\$59,211,943
Annual Debt Service	<u>1,896,134</u>	<u>8,534,745</u>
Annual Debt Service Coverage	28.23	6.94
Minimum Required Debt Service Coverage	1.20	1.20
AND		
Test B:		
Part 1		
Net Revenues	\$10,914,534	\$13,173,313
Annual Debt Service	<u>1,896,134</u>	<u>8,534,745</u>
Annual Debt Service Coverage	5.76	1.54
Minimum Required Coverage	1.00	1.00
Part 2		
Net Revenues Less Debt Service	\$9,018,400	\$4,638,568
Required Deposits <sup>(7)</sup>	-	-
Net After Required Deposits	<u>\$9,018,400</u>	<u>\$4,638,568</u>

- [1] Amounts shown reflect gross electric sales revenues; pursuant to agreement the County is required to remit 10% of gross electric revenues to the Operator.
- [2] Amounts shown reflect other operating revenues including franchise fee revenues retained by the County, interest income of cash balances, sale of recovered materials from operation of the C&D recycling facility, advanced disposal fees, electric maintenance revenues, contractual reimbursements, sale of ferrous and non-ferrous metals and other miscellaneous revenues. Amounts shown are exclusive of gains on sale of system assets and FMV (fair market value) adjustments.
- [3] Amounts shown are exclusive of depreciation, amortization, renewal and replacement expenses, OPEB and pension liabilities and landfill closure and post-closure expenses.
- [4] Amount shown reflect the Net Position of the System Reserves Fund at September 30th and excludes FMV (fair market value).
- [5] Amounts shown reflect the monthly deposits to the Debt Service Fund for upcoming due (i.e. the accrued debt service).
- [6] The Series 2006A debt payment represents the April 2016 interest payment only. The Series 2006A bonds were defeased in September 2016. No principal and interest payments were due on the Series 2016 bonds in FY16.
- [7] No required payments were identified since: a) the Debt Service Reserve Account Requirement was met through a Debt Service Reserve Account in the amount of \$7.7M and b) the Renewal and Replacement Fund Requirement was met through the maintenance of a \$1.5 million cash deposit held within the Renewal and Replacement Fund.

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
 September 30, 2017  
 (Unaudited)

**Summary of Historical Charges**

Description	Fiscal Year 2016	Fiscal Year 2017	Adopted Fiscal Year 2018 <sup>[6]</sup>
<u>Assessments:</u>			
Collection (Avg. Areas 1-5) <sup>[1]</sup>	\$144.22	\$144.60	\$144.66
Disposal MSW	25.40	29.96	38.63
Disposal Yard Waste	5.76	5.76	6.43
Disposal Facility Assessment Charge	9.92	13.32	14.66
Surcharges	0.44	0.00	0.00
Billing Fee	2.40	2.40	2.42
Early Prepayment Gross Up (4%) (Avg. Areas 1-5) <sup>[1]</sup>	7.84	8.18	8.62
Gross Assessment Average for Areas 1-5 <sup>[2]</sup>	\$195.98	\$204.22	\$215.42
Assessment Paid in February = 1% Discount	\$194.01	\$202.17	\$213.29
Assessment Paid in January = 2% Discount	192.05	200.13	211.19
Assessment Paid in December = 3% Discount	190.09	198.09	209.14
Assessment Paid in November = 4% Discount	188.13	196.05	207.13
<u>Tip Fees per Ton by Waste Type:</u>			
MSW w/o Surcharges	\$31.75	\$37.45	\$45.45
MSW w/ Surcharges <sup>[3]</sup>	32.30	37.45	45.45
Horticulture / Yard Waste	24.00	24.00	24.72
C&DD	31.75	31.75	32.95
Class III	31.75	31.75	32.95
Tires	80.00	80.00	80.00
Surcharges per MSW Ton <sup>[3][4]</sup>	\$0.55	\$0.00	\$0.00
Disposal Facility Assessment per Ton <sup>[5]</sup>	\$12.40	\$17.34	\$17.25

[1] Amounts shown reflect the average fee charged for the primary franchise collection Areas 1-5.

[2] Reflects gross assessments before early prepayment discounts as allowed by F.S. Chapter 197.

[3] Unincorporated waste generated by Commercial and Multi-Family customers are charged a gate fee per ton plus applicable surcharges per ton for MSW disposal.

[4] Amounts shown are not charged to municipal customers with exception of the City of Bonita Springs, the Town of Fort Myers Beach and the Village of Estero for which the County provides collection services.

[5] Presented for informational purposes only since the disposal facility assessment charge is charged to all MSW customers by assessment, with exception to Hendry County customers.

[6] The County approved the Fiscal Year 2018 charges for services on June 20, 2017 pursuant to Resolution 17-06-28

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
September 30, 2017  
(Unaudited)

**Summary of Historical Inbound Waste Deliveries (Tons) by Type of Waste <sup>[1]</sup>**

Description	Historical Period				
	2013	2014	2015	2016	2017
MSW / Residue <sup>[2]</sup>	482,761	493,232	520,960	543,897	570,971
C&D / Class III	85,079	72,987	68,481	72,954	78,512
Yard Waste	96,892	98,643	103,337	104,070	107,427
Sludge (Wet Tons)	49,450	51,381	57,688	63,972	62,803
Tires	5,863	6,574	7,411	4,369	5,079
Other <sup>[3]</sup>	2,090	1,269	1,578	4,625	1,494
Recycling <sup>[4]</sup>	78,535	65,762	73,110	71,583	83,321
<b>Total</b>	<b>800,670</b>	<b>789,848</b>	<b>832,565</b>	<b>865,470</b>	<b>909,607</b>

- [1] Amounts shown exclude ash residue since such waste is not considered an inbound waste to the system and is generated from processing of MSW and other processable inbound waste at the WTE facility.
- [2] Amounts shown include MSW waste and recycling residue that is processed at the WTE facility.
- [3] Amounts shown primarily reflect contaminated sand, but also include minor amounts of waste categorized as certified destroyed waste, international waste, asbestos, oil wastes, and other miscellaneous wastes.
- [4] Amounts shown net of recycling residue processed at the WTE facility; however, includes some residue that is disposed of or used as cover at the Lee / Hendry Landfill.

Lee County, Florida  
**SUPPLEMENTAL SCHEDULES**  
**LEE COUNTY SOLID WASTE SYSTEM**  
September 30, 2017  
(Unaudited)

**Summary of Historical Waste-to-Energy (WTE) Processing Statistics <sup>[1]</sup>**

Description	Historical Period				
	2013	2014	2015	2016	2017
Annualized Design Capacity (Tons) <sup>[2]</sup>	670,140	670,140	670,140	670,140	670,140
Guaranteed Tonnage (Tons) <sup>[3]</sup>	545,000	569,619	569,619	569,619	569,619
Processed Waste (Tons)	607,482	607,355	615,179	641,821	610,448
Received MSW/Residue (Tons) <sup>[4]</sup>	482,761	493,232	520,960	543,765	559,074
MSW as % of Processed	79.5%	81.2%	84.7%	84.7%	91.6%
WTE Production Statistics:					
Generated Ash Residue (Tons)	155,550	150,582	151,806	161,723	152,676
Ash as % of Waste Processed	25.6%	24.8%	24.7%	25.2%	25.0%
Gross Electricity (MW-hr)	371,603	386,819	387,467	393,336	376,423
Net Electricity (MW-hr) <sup>[5]</sup>	315,640	330,932	331,790	336,032	320,919
Ferrous Recovery (Tons) <sup>[6]</sup>	14,570	15,973	19,686	24,303	20,114
Non-Ferrous Recovery (Tons) <sup>[6]</sup>	373	1,177	2,007	2,410	2,409

[1] During Fiscal Year 2016, the County had major maintenance performed to the boiler and generator of the WTE Facility and additional major maintenance is expected in Fiscal Year 2021, that has or is expected to reduce the amount of tons that can be processed.

[2] Amounts shown are based on the annualized design capacity of 1,836 tons per day (not adjusted for leap years) and were not adjusted for any typical or routine maintenance, which would limit the actual capacity for the facility over a twelve (12) month period.

[3] Amounts shown reflect the minimum commitment of processable waste deliveries by the County pursuant to contractual agreement.

[4] Includes residues from recycling processed at the WTE Facility and considered comparable to MSW.

[5] Reflects gross production of electricity net of in-plant use.

[6] The County partnered with the Operator to install an enhanced metals recovery system (completed in 12/2013), which substantially increased the amount of recovered ferrous and non-ferrous metals approximately 15,000 tons per year to 20,000 tons per year.



Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

*Toll Rates - Sanibel Bridge*

The schedule below reflects the toll structure:

<u>Vehicle Class</u>	<u>September 30, 2017</u>
Motorcycles	\$ 2.00
2 axles	6.00
3 axles	9.00
4 axles	12.00
5 axles	15.00
6 or more axles, per axle	3.00

Commuters can choose between annual or semi-annual electronic toll collection ("ETC") discount programs that, depending on the cost of the program, require no additional toll ("Unlimited ETC") or a \$2.00 toll for each westbound crossing. Purchasers of Unlimited ETC's at least one month after the beginning of the validity period (May 1 or November 1) are entitled to a prorated discount on the purchase price. In addition, further discounts on the cost of the ETC are offered for non-commercial vehicles registered or leased to the same natural person (the "Second Vehicle") who has purchased a discount program for a first vehicle (the "Initial Vehicle").

The following table sets forth the toll rates for two axle vehicles that carry an ETC transponder:

<u>Type of Discount Program</u>	<u>Vehicle</u>	<u>Cost of Discount Program</u>	<u>Additional Toll</u>
Annual <sup>(1)</sup>	Initial Vehicle	\$ 67.00	\$ 2.00
	Second Vehicle	33.50	2.00
	Initial Vehicle	400.00	-0-
	Second Vehicle	200.00	-0-
Semiannual <sup>(2)</sup>	Initial Vehicle	50.00	2.00
	Second Vehicle	25.00	2.00
	Initial Vehicle	300.00	-0-
	Second Vehicle	150.00	-0-

Source: June 2007 Toll Resolution

<sup>(1)</sup> Valid for 12 months commencing November 1 of each year.

<sup>(2)</sup> Valid for 6 months commencing on November 1 or May 1 of each year.

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

The County has offered, in addition to ETC's valid only on the Cape Coral Bridge, a combination transponder, which is valid on all three facilities. Commuters can also choose to purchase unlimited discount programs that are valid on all three facilities. The costs of combination unlimited discount programs are also subject to proration as described above in the case of ETC's for the Sanibel Causeway. The costs are as follows:

COMBINATION TOLLS  
 (Sanibel Causeway, Cape Coral Bridge and Midpoint Memorial Bridge)

<u>Type of Discount Program</u>	<u>Vehicle</u>	<u>Cost of Discount Program</u>	<u>Additional Toll</u>
Annual <sup>(1)</sup>	Initial Vehicle	\$ 107.00	\$ 1.00 for Cape Coral or Midpoint; \$ 2.00 for Sanibel
	Second Vehicle	53.50	
	Initial Vehicle	730.00	-0-
	Second Vehicle	365.00	-0-
Semiannual <sup>(2)</sup>	Initial Vehicle	74.00	\$ 1.00 for Cape Coral or Midpoint; \$ 2.00 for Sanibel
	Second Vehicle	37.00	
	Initial Vehicle	500.00	-0-
	Second Vehicle	250.00	-0-

Source: June 2007 Toll Resolution

<sup>(1)</sup> Valid for 12 months commencing November 1 of each year.

<sup>(2)</sup> Valid for 6 months commencing on November 1 or May 1 of each year.

*Toll Rates - Cape Coral Bridge and Midpoint Memorial Bridge*

The schedule below reflects the toll structure:

<u>Vehicle Class</u>	<u>September 30, 2017</u>
Motorcycles	\$ 1.00
2 axles	2.00
3 axles	4.00
4 axles	6.00
5 axles	8.00
6 or more axles, per axle	2.00
Commuter Discounts	(see next page)

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

The Cape Coral Bridge and Midpoint Memorial Bridge toll structure also offers commuter toll discounts similar to those offered on the Sanibel Causeway. The annual or semi-annual ETC, depending on its cost, requires either (i) no additional toll or (ii) one dollar (\$1.00) toll for each westbound crossing. Second Vehicle discounts are available. Combination ETC's which are valid on both the Sanibel Causeway and the Cape Coral Bridge are also available. See the above Combination Tolls table for a list of toll rates for combination ETC's.

The following table sets forth the toll rates for two axle vehicles that carry an ETC transponder:

<u>Type of Discount Program</u>	<u>Vehicle</u>	<u>Cost of Discount Program</u>	<u>Additional Toll</u>
Annual <sup>(1)</sup>	Initial Vehicle	\$ 40.00	\$ 1.00
	Second Vehicle	20.00	1.00
	Initial Vehicle	330.00	-0-
	Second Vehicle	165.00	-0-
Semiannual <sup>(2)</sup>	Initial Vehicle	24.00	1.00
	Second Vehicle	12.00	1.00
	Initial Vehicle	200.00	-0-
	Second Vehicle	100.00	-0-

Source: June 2007 Toll Resolution

<sup>(1)</sup> Valid for 12 months commencing November 1 of each year.

<sup>(2)</sup> Valid for 6 months commencing on November 1 or May 1 of each year.

### *Variable Pricing Program*

During the term of the variable pricing program, a toll for each westbound trip on the Cape Coral and Midpoint Memorial Bridges the toll rates for off-peak usage with and without an ETC transponder are set forth in the table below:

<u>Vehicle Class</u>	<u>Specified Off-Peak Hour Toll Without ETC</u>	<u>Specified Off-Peak Hour Toll With ETC</u>
Motorcycles	\$1.00	n/a
2 axles	2.00	\$ 1.50/0.75
3 axles	4.00	3.00
4 axles	6.00	4.50
5 axles	8.00	6.00
6 or more axles	2.00 per axle	1.50 per axle

Source: Lee County Department of Transportation

Lee County, Florida  
SUPPLEMENTAL SCHEDULES  
LEE COUNTY TRANSPORTATION FACILITIES  
September 30, 2017  
(unaudited)

TRANSPORTATION FACILITIES TRAFFIC, REVENUES AND EXPENSES BY BRIDGE

MIDPOINT MEMORIAL BRIDGE TRAFFIC, REVENUE AND EXPENSES

Year	TOLL PAYING TRAFFIC			Percentage Change	Gross Toll Revenues (000's omitted)	Operating and Maintenance Expenses <sup>(2)</sup> (000's omitted)	Net Revenues (000's omitted)
	Passenger Cars	Other Traffic <sup>(1)</sup>	Total				
2008 <sup>(4)</sup>	8,165,132	182,356	8,347,488	-52.49%	\$12,956	\$3,285	\$9,671
2009	6,944,989	151,143	7,096,132	-14.99%	12,515	3,816	8,699
2010	6,946,530	134,715	7,081,245	-0.21%	12,191	3,755	8,436
2011	6,900,623	122,758	7,023,381	-0.82%	12,127	3,669	8,458
2012	7,216,252	147,754	7,364,006	4.85%	12,865	3,726	9,139
2013	7,282,092	150,448	7,432,540	0.93%	13,203	3,654	9,549
2014	7,432,895	165,659	7,598,554	2.23%	14,164	3,888	10,276
2015 <sup>(3)</sup>	7,800,958	174,168	7,975,126	4.96%	14,988	3,412	11,576
2016 <sup>(3)</sup>	8,088,851	180,033	8,268,884	3.68%	15,831	3,355	12,476
2017 <sup>(3)</sup>	7,910,053	179,967	8,090,020	-2.16%	15,754	3,396	12,358

CAPE CORAL BRIDGE TRAFFIC, REVENUE AND EXPENSES

Year	TOLL PAYING TRAFFIC			Percentage Change	Gross Toll Revenues (000's omitted)	Operating and Maintenance Expenses <sup>(2)</sup> (000's omitted)	Net Revenues (000's omitted)
	Passenger Cars	Other Traffic <sup>(1)</sup>	Total				
2008 <sup>(4)</sup>	8,369,252	175,524	8,544,776	-50.50%	\$12,675	\$3,271	\$9,404
2009	7,363,719	142,032	7,505,751	-12.16%	12,541	3,419	9,122
2010	7,231,368	126,333	7,357,701	-1.97%	12,288	3,411	8,877
2011	7,235,214	121,674	7,356,888	-0.01%	12,163	3,339	8,824
2012	6,979,108	133,168	7,112,276	-3.32%	12,086	3,614	8,472
2013	7,198,104	136,590	7,334,694	3.13%	12,586	3,556	9,031
2014	7,521,133	147,931	7,669,064	4.56%	13,685	3,737	9,948
2015 <sup>(3)</sup>	7,872,440	150,196	8,022,636	4.61%	14,327	3,397	10,930
2016 <sup>(3)</sup>	8,114,891	152,000	8,266,891	3.04%	15,014	3,392	11,622
2017 <sup>(3)</sup>	7,925,272	146,445	8,071,717	-2.36%	14,819	3,565	11,254

SANIBEL CAUSEWAY TRAFFIC, REVENUE AND EXPENSES

Year	TOLL PAYING TRAFFIC(1)			Percentage Change	Gross Toll Revenues (000's omitted)	Operating and Maintenance Expenses <sup>(2)</sup> (000's omitted)	Net Revenues (000's omitted)
	Passenger Cars	Other Traffic <sup>(1)</sup>	Total				
2008	2,852,072	73,279	2,925,351	1.23%	\$12,461	\$1,737	\$10,724
2009	2,832,446	74,297	2,906,743	-0.64%	12,484	2,139	10,345
2010	2,831,860	66,150	2,898,010	-0.30%	12,434	2,088	10,346
2011	2,869,091	62,602	2,931,693	1.16%	12,375	2,038	10,337
2012	2,919,284	71,207	2,990,491	2.01%	12,833	2,458	10,375
2013	2,987,257	75,099	3,062,356	2.40%	13,341	2,433	10,907
2014	3,090,340	75,346	3,165,686	3.37%	14,104	2,597	11,507
2015 <sup>(3)</sup>	3,207,115	75,674	3,282,789	3.70%	14,715	2,251	12,464
2016 <sup>(3)</sup>	3,256,170	80,885	3,337,055	1.65%	15,040	2,250	12,790
2017 <sup>(4)</sup>	3,197,201	80,084	3,277,285	-1.79%	15,040	2,315	12,725

(1) Includes motorcycles and 3+ axle vehicles.

(2) Does not include depreciation.

(3) Operating and Maintenance Expenses do not include unfunded OPEB and Pension expenses.

(4) One-way tolling was implemented; tolls are only collected in the westbound direction and traffic figures include only one-way traffic.

Source: Lee County Department of Transportation

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY TRANSPORTATION FACILITIES  
 September 30, 2017  
 (unaudited)

**Revenues, Operating Expenses and Debt Service Coverage**  
 Last Ten Fiscal Years  
 (dollars in thousands)

Fiscal Year	Revenues	Operating Expenses <sup>(1)</sup>	Net Available for Debt Service	Debt Service	Coverage
2008	\$ 39,395	\$ 11,864	\$ 27,531	\$ 16,211	1.70
2009	37,856	10,158	27,698	15,577	1.78
2010	37,013	10,291	26,722	15,549	1.72
2011	37,006	9,863	27,143	15,548	1.75
2012	37,817	9,426	28,391	15,600	1.82
2013	39,162	9,698	29,464	15,053	1.96
2014	41,966	10,158	31,808	15,756	2.02
2015	44,113	8,906 <sup>2</sup>	35,207	15,352	2.29
2016	46,008	8,910 <sup>2</sup>	37,098	14,230	2.61
2017	45,742	9,376 <sup>2</sup>	36,366	14,349	2.53

(1) Amount shown does not include depreciation or amortization expenses which are not considered an operating expense pursuant to the County's Bond Resolution.

(2) Pursuant to the County's Bond Resolution, operating expenses do not include unfunded OPEB and pension expenses. Years 2008 to 2014 include the annual OPEB cost in the operating expenses and is not adjusted for funding.

Source: Lee County Clerk of Courts Finance and Records Department

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 September 30, 2017  
 (unaudited)

The following table lists the airlines serving the Airport, including all airlines operating passenger service into the Airport which have entered into an Airline-Airport Use and Lease Agreement with the Authority (the "Signatory Airlines").

Airlines Serving the Airport<sup>1</sup>

Domestic Carriers

American Airlines\*  
 Delta Air Lines\*  
 JetBlue\*  
 Frontier  
 Shuttle America  
 Southwest\*  
 Spirit Airlines\*  
 Sun Country  
 United\*

Regionals/Commuters

Atlantic Southeast  
 Endeavor Air  
 Express Jet  
 PSA Airlines  
 Republic  
 Shuttle America  
 Silver Airways  
 Skywest

International Air Carriers

AirBerlin  
 Air Canada  
 Sun Country  
 Westjet

Air Cargo Carriers

Federal Express  
 United Parcel Service

\* Denotes Signatory Airline as defined in Airline-Airport Use Agreements as of September 30, 2017.

(1) During the peak winter months, a number of other domestic and international charter airlines also operate at the Airport.

Source: Lee County Port Authority

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 September 30, 2017  
 (Unaudited)

Airport Enplanements October 2016 - September 2017

	<u>Commercial Air Carriers</u>	<u>Regionals/ Commuters</u>	<u>International Air Carriers</u>	<u>Domestic Charters</u>	<u>Total Enplanements</u>	<u>Total Enplanements for Month in Prior Year</u>	<u>Percentage Change</u>
October 2016	245,612	8,733	8,781	324	263,450	254,330	3.6%
November 2016	342,871	9,746	16,864	760	370,241	364,844	1.5%
December 2016	370,278	8,765	21,764	893	401,700	398,564	0.8%
January 2017	419,567	13,114	25,806	429	458,916	462,680	-0.8%
February 2017	422,347	11,967	25,016	871	460,201	490,249	-6.1%
March 2017	582,687	11,645	32,708	1,323	628,363	635,156	-1.1%
April 2017	522,743	10,131	28,763	2,526	564,163	495,241	13.9%
May 2017	316,177	8,280	8,438	562	333,457	323,023	3.2%
June 2017	254,012	7,828	6,830	613	269,283	252,550	6.6%
July 2017	249,873	8,235	8,728	1,307	268,143	243,759	10.0%
August 2017	226,899	7,793	9,313	1,069	245,074	219,132	11.8%
September 2017	147,869	4,858	4,735	1,215	158,677	193,469	-18.0%

The following table sets forth the historical enplanements for the Airport by air carrier type, as well as the annual percentage increase in enplaned passengers.

Historical Enplanements by Carrier Type

<u>Fiscal Year</u>	<u>Commercial Air Carriers</u>	<u>Regionals/ Commuters</u>	<u>International Air Carriers</u>	<u>Domestic Charters</u>	<u>Airport Total</u>
2008	3,644,495	130,160	90,815	3,118	3,868,588
2009	3,552,775	87,677	94,173	2,714	3,737,339
2010	3,541,118	73,477	103,544	3,236	3,721,375
2011	3,646,656	108,630	117,975	2,052	3,875,313
2012	3,491,950	58,721	121,323	4,959	3,676,953
2013	3,627,678	91,476	132,134	5,358	3,856,646
2014	3,746,073	93,886	147,248	2,109	3,989,316
2015	3,902,841	91,052	158,426	2,870	4,155,189
2016	4,030,128	103,863	188,683	10,323	4,332,997
2017	4,100,935	111,095	197,746	11,892	4,421,668
<u>Compounded Growth</u>					
2008-2017	1.32%	-1.74%	9.03%	16.04%	1.50%

Source: Lee County Port Authority

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

HISTORICAL LANDED WEIGHT BY AIRLINE (1000 lbs)

Airline	FY 2016		FY 2017	
	Landed Weight	Share	Landed Weight	Share
Southwest	881,816	18.2%	973,401	19.6%
Delta	1,007,416	20.8%	971,418	19.5%
American	610,911	12.6%	721,739	14.5%
JetBlue	620,730	12.8%	629,027	12.7%
Spirit Airlines	345,203	7.1%	399,904	8.0%
United	378,010	7.8%	395,919	8.0%
International Airlines	265,383	5.5%	269,511	5.4%
Frontier	244,952	5.1%	185,449	3.7%
Cargo	135,527	2.8%	175,769	3.5%
Sun Country	81,098	1.7%	88,291	1.8%
Endeavor Air	78,930	1.6%	88,167	1.8%
Republic Airline	20,701	0.4%	30,962	0.6%
Silver Airways	21,717	0.4%	20,406	0.4%
Domestic Charters	8,708	0.2%	8,651	0.2%
PSA Airlines	10,554	0.2%	7,203	0.1%
Shuttle America	16,519	0.3%	3,494	0.07%
SkyWest	2,157	0.04%	1,010	0.02%
Envoy	698	0.01%	742	0.01%
Express Jet	617	0.01%	529	0.01%
Atlantic Southeast	268	0.01%	201	0.00%
US Airways	109,186	2.3%	-	0.00%
<b>Total</b>	<b>4,841,099</b>	<b>100.0%</b>	<b>4,971,790</b>	<b>100.0%</b>

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

HISTORICAL ENPLANEMENTS BY AIRLINE

Airline	FY 2016		FY 2017	
	Enplanements	Share	Enplanements	Share
Southwest	891,773	20.6%	958,463	21.7%
Delta	915,183	21.1%	908,984	20.6%
American	564,425	13.0%	645,760	14.6%
JetBlue	556,246	12.8%	564,379	12.8%
Spirit Airlines	334,597	7.7%	380,380	8.6%
United	353,126	8.1%	378,453	8.6%
International Airlines	188,683	4.4%	197,746	4.5%
Frontier	239,071	5.5%	188,548	4.3%
Endeavor Air	63,839	1.5%	74,136	1.7%
Sun Country	70,849	1.6%	73,048	1.7%
Republic Airline	18,195	0.4%	24,494	0.6%
Silver Airways	14,356	0.3%	12,723	0.3%
PSA Airlines	8,827	0.2%	5,831	0.1%
Domestic Charters	5,948	0.1%	4,150	0.1%
Shuttle America	14,079	0.3%	2,920	0.1%
SkyWest	2,165	0.05%	964	0.0%
Express Jet	603	0.01%	503	0.01%
Atlantic Southeast	222	0.01%	186	0.00%
US Airways	90,779	2.1%	-	0.00%
Envoy Air	31	0.0%	-	0.00%
<b>Total</b>	<b>4,332,997</b>	<b>100%</b>	<b>4,421,668</b>	<b>100%</b>

Source: Lee County Port Authority



Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

An Airport's air service is often measured through the distribution of its origin and destination (O & D) markets, which is a function of air travel demands and the airport's available nonstop service. The following table presents historical data on the Airport's top 30 O&D markets.

**PRIMARY DOMESTIC ORIGIN & DESTINATION PASSENGER MARKETS**

		Fiscal Year 2016				Fiscal Year 2017					
Rank	Market	Nonstop Service	Nonstop Miles	Total O&D Passengers	Percent of Total	Rank	Market	Nonstop Service	Nonstop Miles	Total O&D Passengers	Percent of Total
1	Boston	•	1,249	538,179	6.27%	1	Boston	•	1,249	574,774	6.58%
2	Chicago (O'Hare)	•	1,120	507,297	5.91%	2	Chicago (O'Hare)	•	1,120	488,334	5.59%
3	Detroit	•	1,085	494,303	5.76%	3	Detroit	•	1,085	483,149	5.53%
4	Minneapolis	•	1,416	437,010	5.09%	4	New York (Newark)	•	1,068	474,389	5.43%
5	New York (Newark)	•	1,068	357,056	4.16%	5	Minneapolis	•	1,416	472,664	5.41%
6	Chicago (Midway)	•	1,105	293,892	3.43%	6	Chicago (Midway)	•	1,105	312,388	3.57%
7	New York (La Guardia)	•	1,090	270,476	3.15%	7	Baltimore	•	946	269,687	3.09%
8	New York (JFK)	•	1,074	248,132	2.89%	8	Indianapolis	•	966	243,008	2.78%
9	Philadelphia	•	992	243,647	2.84%	9	New York (JFK)	•	1,074	230,541	2.64%
10	Indianapolis	•	966	242,374	2.83%	10	Cleveland	•	1,037	223,621	2.56%
11	Cleveland	•	1,037	216,279	2.52%	11	New York (La Guardia)	•	1,090	192,386	2.20%
12	Atlanta	•	515	208,881	2.44%	12	Atlanta	•	515	187,355	2.14%
13	Baltimore	•	946	198,978	2.32%	13	Philadelphia	•	992	186,631	2.14%
14	Milwaukee	•	1,183	180,476	2.10%	14	Columbus	•	930	185,728	2.13%
15	Washington (National)	•	892	175,024	2.04%	15	Washington (National)	•	892	178,460	2.04%
16	Columbus	•	930	170,236	1.98%	16	Hartford	•	1,180	177,587	2.03%
17	Hartford	•	1,180	167,770	1.96%	17	Milwaukee	•	1,183	175,292	2.01%
18	Atlantic City	•	982	162,493	1.89%	18	St. Louis	•	979	164,559	1.88%
19	St. Louis	•	979	156,630	1.83%	19	Atlantic City	•	982	149,712	1.71%
20	Pittsburg	•	966	147,702	1.72%	20	Pittsburg	•	966	141,748	1.62%
21	Denver	•	1,606	143,088	1.67%	21	Cincinnati	•	878	139,671	1.60%
22	Cincinnati	•	878	141,401	1.65%	22	Denver	•	1,606	131,776	1.51%
23	Dallas/Ft. Worth	•	1,017	127,719	1.49%	23	Dallas/Ft. Worth	•	1,017	92,413	1.06%
24	Buffalo	•	1,144	84,211	0.98%	24	Westchester County	•	1,102	78,838	0.90%
25	Westchester County	•	1,102	77,211	0.90%	25	Buffalo	•	1,144	76,024	0.87%
26	Providence	•	1,201	75,831	0.88%	26	Charlotte	•	600	71,315	0.82%
27	Kansas City	•	1,156	69,112	0.81%	27	Kansas City	•	1,156	69,412	0.79%
28	Charlotte	•	600	65,116	0.76%	28	Providence	•	1,201	69,169	0.79%
29	Akron/Canton	•	991	63,883	0.74%	29	Akron/Canton	•	991	64,050	0.73%
30	Nashville	•	722	57,740	0.67%	30	Grand Rapids	•	1,147	62,787	0.72%
Total - Top 30 Markets				6,322,147	73.7%	Total - Top 30 Markets				6,367,468	72.9%
Total - All Other Markets				2,255,911	26.3%	Total - All Other Markets				2,371,657	27.1%
Total - All Markets				8,578,058	100.0%	Total - All Markets				8,739,125	100.0%

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (Unaudited)

Historical aircraft operations are defined as the arrival or departure of an aircraft. The following table presents historical data on the Airport's aircraft operations by carrier class.

*HISTORICAL AIRCRAFT OPERATIONS*

Fiscal Year	Commercial Air Carriers	Regionals/ Commuters	International Air Carriers	Domestic Charters	General Aviation <sup>1</sup>	All-Cargo	Military	Airport Total
2008	61,708	9,834	1,362	116	13,865	2,242	711	89,838
2009	59,780	8,114	1,370	102	12,744	1,608	808	84,526
2010	59,444	7,008	1,448	126	13,287	1,192	748	83,253
2011	60,904	7,582	1,568	100	12,758	1,112	578	84,602
2012	57,012	5,672	1,680	210	12,531	1,100	600	78,805
2013	58,830	6,630	1,888	178	11,533	1,106	682	80,847
2014	58,796	4,596	2,000	90	10,154	1,106	914	77,656
2015	58,784	4,566	2,148	146	10,354	1,132	1,313	78,443
2016	59,842	4,498	3,100	342	9,228	1,228	1,206	79,444
2017	60,786	4,662	2,838	418	10,971	1,320	1,284	82,279

Compounded Growth

2008-2017	-0.17%	-7.96%	8.50%	15.31%	-2.57%	-5.72%	6.79%	-0.97%
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<sup>1</sup> Also includes activity by miscellaneous air taxis.

Source: Lee County Port Authority

Lee County, Florida  
 SUPPLEMENTAL SCHEDULES  
 LEE COUNTY PORT AUTHORITY  
 SOUTHWEST FLORIDA INTERNATIONAL AIRPORT  
 September 30, 2017  
 (dollars in thousands)

HISTORICAL STATEMENT OF NET REVENUES<sup>1</sup>  
 FISCAL YEARS 2013-2017

OPERATING REVENUES:	2013	2014	2015	2016	2017
User fees	\$ 43,330	\$ 43,590	\$ 43,243	\$ 43,054	\$ 43,936
Rentals and franchise fees	2,880	3,078	3,039	3,197	3,517
Concessions	37,223	39,120	42,267	43,739	45,291
Interest revenue	322	175	330	762	1,515
Miscellaneous	24	247	231	248	405
Total Operating Revenues	<u>83,779</u>	<u>86,210</u>	<u>89,110</u>	<u>91,000</u>	<u>94,664</u>
OPERATING EXPENSES <sup>2</sup> :					
Salaries and wages	18,472	18,860	19,117	20,226	21,346
Employee benefits	7,918	8,573	8,876	9,223	9,602
Contractual services, materials and supplies	16,221	17,829	18,451	19,072	20,661
Utilities	3,824	3,840	4,147	4,081	4,061
Repairs and maintenance	1,625	2,208	2,194	3,174	2,937
Insurance	1,632	1,621	1,591	1,612	1,442
Other	1,931	1,946	1,496	1,756	1,617
Total Operating Expenses	<u>51,623</u>	<u>54,877</u>	<u>55,872</u>	<u>59,144</u>	<u>61,666</u>
NET REVENUES:	32,156	31,333	33,238	31,856	32,998
Transfers in <sup>3</sup>	2,616	2,678	2,832	2,838	2,891
Transfers in (Other) <sup>4</sup>	264	294	305	376	394
Debt service interest	16,459	16,039	15,552	14,939	14,456
Principal	8,470	8,900	9,285	9,750	10,230
TOTAL DEBT SERVICE:	<u>\$ 24,929</u>	<u>\$ 24,939</u>	<u>\$ 24,837</u>	<u>\$ 24,689</u>	<u>\$ 24,686</u>
BOND SERVICE REQUIREMENT COVERAGE BEFORE TRANSFERS	1.29	1.26	1.34	1.29	1.34
BOND SERVICE REQUIREMENT COVERAGE AFTER TRANSFERS	1.41	1.38	1.46	1.42	1.47

<sup>1</sup> Net Revenues are determined in accordance with the bond resolution as excerpted from the audited financial statements.

<sup>2</sup> Operating Expenses do not include depreciation, amortization, and unpaid pension and other postemployment benefits expense in accordance with the bond resolution.

<sup>3</sup> Includes transfers from surplus Passenger Facility Charges (PFC) used to pay debt service on the Series 2010 bonds in accordance with Federal Aviation Administration approvals.

<sup>4</sup> Other transfers include a Federal Inspection Station user fee of \$2.00 per deplaned passenger

Source: Lee County Clerk of Courts Finance and Records Department

CenturyLink Sports Complex Expansion  
 Project 202147  
 Construction Costs as of 6/30/18

<u>Construction Category</u>	<u>Actual Amount Spent</u>
Design	4,507,015.00
Permits	219,388.14
Testing	183,077.93
Construction	36,282,847.44
Direct Material Purchases (DMPs)	
Phase 1	1,667,350.49
Phase 2	2,749,329.86
Furniture and Equipment	263,876.49
Utilities	248,933.63
Miscellaneous	93,834.30
Minnesota Twins - Funding	<u>3,863,815.00</u>
Total Spent as of 6/30/18	<u><u>50,079,468.28</u></u>

The Minnesota Twins purchased the concession equipment. Since the food services equipment was not purchased by the County, the actual cost is not included in the above figures. The estimated cost of the equipment is \$2,143,296.

Lee County Land Acquisition of 14.29 acres in March 2001 for \$4,828,957 is not included in the above figures.

**STADIUM IMPROVEMENT  
SPRING TRAINING DEVELOPMENT AGREEMENT**

**BETWEEN  
LEE COUNTY  
AND  
MINNESOTA TWINS, LLC**

**DATE: NOVEMBER 6, 2012**

## TABLE OF CONTENTS

		Page
1.	PURPOSES OF AGREEMENT AND DESCRIPTION OF PROJECT .....	2
	A. Purposes of Agreement .....	2
	B. Collaborative Effort .....	2
	C. Description of the Project .....	3
	D. County Capital Improvements Specifications .....	3
	E. Ownership of Project .....	4
	F. Construction of the Project and Club's Beneficial Rights.....	4
2.	STADIUM IMPROVEMENT .....	4
	A. Cooperation of the Parties.....	4
3.	PROJECT MINIMUM REQUIREMENTS: DESIGN AND COMPLETION .....	6
	A. Minimum Design .....	6
	B. Completion.....	6
	C. Design Documents .....	6
	D. Timing of Critical Design Decisions .....	7
4.	DESIGN.....	8
5.	PROJECT BUDGET, FINANCE AND FUNDING .....	8
	A. Project Budget.....	8
	B. County Funding and Payment Obligation.....	8
	C. Club Funding and Payment Obligation .....	10
	D. Modifications .....	10
6.	CONSTRUCTION ADMINISTRATION .....	11
	A. County's Responsibilities.....	11
	B. Changes of Agreements with Architect and the Construction Manager and the Design Documents .....	13
	C. Project Work Schedule .....	13
	D. Labor and Employment Issues.....	13
	E. Insurance .....	13
7.	ADDITIONAL OBLIGATIONS OF THE COUNTY .....	13
	A. Reasonable and Necessary Actions for Issuance of Project Bonds .....	14

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
B. Dedication of the Supplemental Parcel to the Premises .....	14
C. State of Florida Development Funds .....	14
D. Completion of County Capital Improvements .....	14
8. REPRESENTATIONS AND WARRANTIES OF THE COUNTY .....	14
A. Authorization, Validity and Enforceability .....	14
B. No Conflicts .....	14
C. No Violation Of Laws .....	15
D. Litigation .....	15
E. Site Possession And Title .....	15
F. Environmental Matters .....	15
G. Notices Of Violations .....	15
H. Zoning .....	16
9. REPRESENTATIONS AND WARRANTIES OF THE CLUB .....	16
A. Organization, Authority And Location .....	16
B. Authorization, Validity And Enforceability .....	16
C. No Conflicts .....	16
D. No Violation Of Laws .....	16
E. Litigation .....	16
10. HOLD HARMLESS AND INSURANCE .....	17
11. TAXES .....	17
12. COUNTY DEFAULT/REMEDIES .....	17
A. County Defaults .....	17
B. County Default Remedies .....	18
C. Completion Default .....	18
D. Completion Default Remedies: Target Date .....	18
E. Completion Default Remedies - Outside Date .....	18
13. GENERAL PROVISIONS .....	19
A. Governing Law .....	19
B. Further Assurances .....	19

**TABLE OF CONTENTS**  
(continued)

	<b>Page</b>
C. Remedies Cumulative .....	19
D. Entire Agreement and Amendment .....	19
E. Severalty .....	20
F. Force Majeure .....	20
G. Notices .....	21
H. Prohibition Against Assignment .....	21
I. Waiver .....	21
J. Headings .....	22
K. No Presumption Against Drafter .....	22
L. No Third Party Beneficiaries .....	22
M. Execution in Counterparts and Delivery of Electronic Signatures .....	22
N. Relationship of Parties .....	22
O. Major League Baseball .....	22
14. DISPUTE RESOLUTION .....	23
A. Mediation .....	23
15. DEFINITIONS .....	23

**EXHIBITS**

EXHIBIT A	STADIUM LAND AREA .....	1A
EXHIBIT B	PROJECT WORK SCHEDULE.....	1B
EXHIBIT C	PROJECT PROGRAM .....	1C
EXHIBIT D	PROJECT BUDGET .....	1D
EXHIBIT E	BASIS FOR PROJECT FINANCING PLAN .....	1E



**STADIUM IMPROVEMENT  
SPRING TRAINING DEVELOPMENT AGREEMENT**

**THIS STADIUM IMPROVEMENT SPRING TRAINING DEVELOPMENT AGREEMENT** (this "Agreement") is made and entered into on this 6th day of November, 2012 by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida (the "County") and the **MINNESOTA TWINS, LLC**, a Delaware limited liability company (f/k/a Minnesota Twins and Minnesota Twins Baseball Club) (the "Club") (collectively, the County and the Club are referred to herein as the "Parties" and individually, each a "Party").

**PREAMBLE RECITALS**

**WHEREAS**, the Club and the County entered into that certain Stadium Lease Agreement dated May 25, 1989, for the lease of the Premises, including, without limitation, the Lee County Sports Complex, a Major League Baseball Spring Training (defined below) and Minor League baseball facility in Lee County, Florida (the "**Original Agreement**"), for a period of twenty (20) years commencing with the calendar year 1991, inclusive; and

**WHEREAS**, the Club and the County amended and restated the Original Agreement pursuant to that certain Amended and Restated Stadium Lease Agreement dated August 3, 2004, for the purposes of, among other things, (i) reflecting the Parties' then current course of business dealings, and (ii) to establish an ongoing relationship between the Club and the County for an extended lease term that terminated (subject to renewals) upon the completion of the Club's 2020 Spring Training season (the "**Amended Agreement**"); and

**WHEREAS**, the Amended Agreement provides that the County and Club will meet on a periodic basis to review the design, specifications, quality and other attributes of the Premises (as defined below) in comparison to all Major League Baseball Spring Training stadiums recently constructed or renovated; and

**WHEREAS**, the County and the Club have conducted meetings to discuss the improvements and/or expansion necessary for the Premises to be brought to current Major League Baseball Spring Training standards and the County has engaged a consultant for such purpose, which consultant issued its report on June 4, 2012; and

**WHEREAS**, the County and the Club entered into that certain Conditional Lease Agreement dated June 19, 2012 (the "**Conditional Lease**") pursuant to which, among other things, the County and the Club conditionally agreed upon an extended lease of the Premises, subject to termination under certain conditions, including, without limitation, the failure to execute and deliver an Amended and Restated Lease (as defined below) and this Agreement on or before February 1, 2013; and

**WHEREAS**, the County has applied for and has been certified by the State of Florida to receive certain State Development Funds pursuant to Section 288.11621, Florida Statutes, for the County Capital Improvements (defined below) that are described and referred to in this Agreement; and

WHEREAS, the County has acquired a specific parcel of land (the "Supplemental Parcel") which are set forth in Exhibit A for the improvement of the Premises, and as an integral component of the Project.

WHEREAS, in compliance with the Parties' pledge to satisfy the conditions of the Conditional Agreement, the Parties are entering into this Agreement to create, among other things, a valid, legal and binding commitment to complete the expansion of and improvements to the Premises as described herein (the "County Capital Improvements"); and

WHEREAS, the Club and the County are concurrently entering into that certain Amended and Restated Stadium Lease Agreement (the "Amended and Restated Lease"), which Amended and Restated Lease must be executed, delivered by, and legally binding upon, each of the Parties hereto for this Agreement to be valid, enforceable and legally binding; and

WHEREAS, the totality of the County Capital Improvements, including, without limitation, the development, design, construction, commissioning and certificate of occupancy issued by the County arising from, incident to or in connection therewith, including, without limitation, financing activities, shall be referred to herein as the "Project," as further defined and described in Section 1.C.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Preamble Recitals, each of which is incorporated by reference herein as an essential term hereof, the mutual covenants and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged; **IT IS AGREED AS FOLLOWS:**

### 1. PURPOSES OF AGREEMENT AND DESCRIPTION OF PROJECT.

A. Purposes of Agreement. The purposes of this Agreement are to set forth the understandings and agreements of the Parties with respect to (i) the collaborative and cooperative efforts required of the County and the Club to advance and complete the Project, (ii) organization of a stadium design and construction working group, and to establish the duties of such group to manage the design, development, construction and commissioning of the Project, (iii) setting forth the basis upon which the Architect, contractor and other Project Consultants, and the subcontractors and suppliers to the Project, will be retained to perform services for the Project, (iv) adoption of the Project Program, (v) establish (A) the Project Work Schedule, and (B) a Project Budget, (vi) establishing the development and execution of the Project Financing Plan, including the offering and issuance of Project Bonds and (vii) facilitating the Parties' cooperation with all Governmental Authorities for Completion of the Project.

B. Collaborative Effort. Pursuant to the terms of this Agreement, the design and construction planning of the Project shall be a collaborative effort between the County and the Club.

C. Description of the Project. The Parties hereby agree, subject to the conditions, covenants and other obligations of this Agreement, that the Project shall consist of certain improvements to the Premises that are set forth in the report prepared by Populous, Inc. dated June 4, 2012 entitled "*Lee County Sports Complex Improvements*" (the "**Populous Report**"). The Populous Report shall be considered and is defined as the "**Preliminary Program**" which will form the basis of the Project Program described herein. The Preliminary Program includes, without limitation, the following:

- (1) Ballpark Improvements. The ballpark improvements anticipate site requirement improvements (public parking, pedestrian walkways and sidewalks, new entry sequence and certain renovation branding opportunities) and other improvements for: spectator facilities, food service and retail facilities, press facilities, club house facilities, service and operations facilities, administrative facilities, and circulation enhancements.
- (2) Spring Training Improvements. The Spring Training improvements anticipate improvements for (i) training (Major League Baseball practice field, batting tunnel, agility field and pitching mounds), (ii) player facilities improvements for the Minor League facilities (hydrotherapy, coaches rooms, grooming areas, training rooms and offices, and locker facilities), and (iii) administration (offices, reception, break room, circulation and restrooms).
- (3) Player Academy. The player academy improvements anticipate improvements for (i) housing, (ii) group spaces, (iii) dining facilities (dining room, kitchen and storage), (iv) administrative facilities (offices, study rooms and restrooms), and (v) ancillary space for enhanced circulation, storage, stairs and elevators.

The Populous Report is incorporated by reference herein, and as the Preliminary Program shall be the minimum standard required for the improvements to the Premises, which shall be further defined and informed pursuant to the Project Program developed under this Agreement. The Project Program shall include the Preliminary Program unless a change to the Preliminary Program is approved in writing by the Club (the "**County Capital Improvements**"). The County Capital Improvements, inclusive of all work to be performed in connection with the design, construction and commissioning thereto, including additions to the Premises site, is referred to in this Agreement as the "**Project.**"

D. County Capital Improvements Specifications. The County Capital Improvements shall be designed to conform to high quality MLB facility standards that (i) meet MLB Rules and Regulations and (ii) comply with Applicable Laws. The County Capital Improvements shall be designed, constructed and equipped with quality materials throughout, including, without limitation, fixtures, flooring, wall coverings, ceilings, lighting, all necessary mechanical, plumbing, air-handling and conditioning, electrical and

other systems and finishes, in each case substantially similar to the quality of materials presently used in the Premises.

E. Ownership of Project. Club acknowledges and agrees that the County owns the Premises and shall own all of the County Capital Improvements, together with all fixtures, equipment, furniture and related improvements being constructed on the Premises, with the exception of the concessions equipment and the other equipment and furniture furnished by the Club as more fully described in the Amended and Restated Lease and the Preliminary Program.

F. Construction of the Project and Club's Beneficial Rights. Construction of the Project is to be performed (i) utilizing funds received from the County and the Club pursuant to the County Payment Obligation and the Club Payment Obligation, and (ii) pursuant to the Project Budget, as the same may be revised from time to time in accordance with the terms of this Agreement and approval of the County's Board of County Commissioners. Notwithstanding the legal ownership of the Premises and the leasehold interest therein created by the Amended and Restated Lease, and subject to the terms of the Amended and Restated Lease upon commencement of the "Term" (as defined in the Amended and Restated Lease) thereunder, it is acknowledged that (a) Club or its Affiliates may pay for and construct or provide (or cause to be constructed or provided) certain installations, additions, partitions, hardware, light fixtures, non-trade fixtures and improvements to be placed in or upon the County Capital Improvements, whether temporary or permanent (which may include funding of cost overruns); (b) Club or its Affiliates shall retain the sole beneficial and depreciable interest for tax purposes (to the extent of their respective investment and any funds arranged by them) in such items; and (c) for all income tax purposes neither County nor any other third party shall have the right to take depreciation deductions with respect to such items, or claim any other right to tax benefits arising from such items, such rights being exclusively reserved to Club and its Affiliates unless assigned by Club or any such Affiliate, in whole or in part, to one or more third parties.

## 2. STADIUM IMPROVEMENT.

A. Cooperation of the Parties. The Parties shall cooperate in the design and construction of the Project.

- (1) Club Representatives. The Club has designated authorized representatives of the Club as its agents and representatives authorized to act on the Club's behalf with respect to the Project. It is the responsibility of the Club Representatives to obtain timely, appropriate and adequate authority to act on the Club's behalf, including obtaining authority from the Club's governing body on issues described in this Agreement. All communications and submittals from the Club to the County shall be issued or made through the Club Representatives, unless the Club or the Club Representatives shall otherwise direct in writing. Only the signature on any document of the Club

Representative pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the Club.

- (2) County Representatives. County staff constitutes the County's representatives authorized to act on the County's behalf with respect to the Project. It is the responsibility of the County representatives to obtain timely and sufficient authority to act on the County's behalf including obtaining authority from the County's Board of County Commissioners as described in of this Agreement or as otherwise required by law. All communications and submittals from the County to the Club shall be issued or made through the County representatives, unless the County or the County representatives shall otherwise direct in writing. Only the signature on any document of the County representative that is designated pursuant to this Agreement may be relied upon as having been authorized by all necessary action of the County.
- (3) Responsibilities of County Representatives and Twins Representatives. The Parties will manage the design and construction of the Project by performing the following responsibilities and finalizing the applicable documents pursuant to this Agreement, including, without limitation: (i) Project Program development; (ii) approval of commitments and expenditures under the Project Budget, as amended; (iii) the Project Work Schedule as set forth in Exhibit B; (iv) development of the design delivery schedule under the Architect Agreement; (v) Project Budget development and approval of commitments and expenditures under the Project Budget; (vi) management and direction of the Architect in its preparation of the Conceptual Design Documents, Schematic Design Documents and Design Development Documents and delivery of other services pursuant to the Architect Agreement; (vii) solicitation and recommendation for selection of the construction manager(s) and negotiation of the Construction Services Agreement(s) for construction services; (viii) undertaking such other aspects of the Project design and construction agreed to by the County and the Club; (ix) management and direction of the construction manager(s) in its delivery of construction services pursuant to the Construction Services Agreement; (x) development of the Project Program; and (xi) review and management of any claims under the Architect Agreement and the Construction Services Agreement for construction services.
- (4) Right to Attend Meetings. The Parties shall receive notice of and have the right to attend all Project related meetings with their respective consultants. Such persons shall have the right to

attend in person, by telephone or video conference call, or by other means which permit each Party to be verified and to hear and be heard by the others. The Parties shall receive all Project documents provided to the County or the Club under all Project related agreements at the same time they are provided to the other Party. All Project related meetings shall be held in Lee County, Florida unless otherwise agreed by the Parties and shall be scheduled at a regular time that generally allows the Parties and their respective staffs and consultants to attend.

- (5) Right to Receive Communications. The Parties shall receive copies of all communications that are received by the County or the Club from the Architect and all Project Consultants, in all matters arising from, in connection with or incident to the Project.

### 3. PROJECT MINIMUM REQUIREMENTS: DESIGN AND COMPLETION.

A. Minimum Design. The County agrees to cooperatively with the Club plan, design, construct and commission the Project for the Club's full and beneficial use of the Premises, including, without limitation, all of the various elements and detailed requirements described and set forth in the Preliminary Program and the Project Program to be attached to this Agreement when completed as Exhibit C.

B. Completion. The Completion of the Project shall occur on or before February 1, 2015 (the "Target Date"), but in no event later than February 1, 2016 (the "Outside Date")

C. Design Documents.

(1) Design Meetings.

(i) Members of the Parties' designated representatives, consultants or others as the Parties may attend meetings with the design team or portions thereof for the purpose of the design team developing the design and creating the design documents referenced in the Architect Agreement ("Design Meetings"). Each authorized representative and each Party shall receive notice of all such meetings.

(ii) If the Parties are unable to reach a design decision they will work diligently to resolve the dispute; **provided, however,** that the resolution cannot affect the Project Budget approved by the County's Board of County Commissioners unless such Board of County Commissioners approves said increase.

(iii) After timely notices of the dispute have been sent by each of the Parties' voting authorized representatives with respect to the disputed Critical Design Decision issue(s), the voting authorized representatives shall promptly attempt to achieve resolution of the disputed Critical Design Decision issue(s) by no later than the next Design Meeting.

(iv) All design decisions that are made in the Design Meetings shall be memorialized in minutes of the meeting prepared by the Architect and distributed to the Parties within no more than five (5) Business Days after the Design Meeting for review and approval by the authorized representatives at the next Design Meeting.

(2) Conceptual Design. The Parties shall review the Conceptual Design Documents prepared and delivered by the Architect, provide timely review and input and approve the completed Conceptual Design Documents in accordance with the design delivery schedule.

(3) Schematic Design. The Parties shall review the Schematic Design Documents prepared and delivered by the Architect, provide timely review and input and approve such Schematic Design Documents in accordance with the design delivery schedule. Upon the Parties approval of the completed Schematic Design Documents, the Authority shall direct the Architect to begin the "**Design Development Phase**" as defined and set forth in the Architect Agreement.

(4) Design Development Documents. The Parties shall direct the Architect to prepare Design Development Documents and the Parties shall review and approve the Design Development Documents. During the development of the Design Development Documents, the Parties shall reach agreement upon and approve Critical Design Decisions for the Design Development Documents within the timeframe set forth in the Task List and design delivery schedule and the approved Project Budget (as approved by the County's Board of County Commissioners).

D. Timing of Critical Design Decisions. Pursuant to the Architect Agreement, the Parties will work with the Architect to develop a design delivery schedule. The Architect shall regularly update a task list (the "**Task List**") which identifies critical design decisions necessary to maintain the design delivery schedule, including decisions with respect to the Project Program and other material aspects of design of the County Capital Improvements ("**Critical Design Decisions**") necessary for the design of the Project to stay current with the design delivery schedule. The Parties acknowledge and agree that maintaining the design delivery schedule is essential for achieving the timely

completion of the design, commencement of construction, and the Completion of the Project within the Project Budget. The purpose of the Task List is to provide the timing and deadlines for the Parties to make Critical Design Decisions so that the Parties and Architect can adhere to the design delivery schedule and the Project Work Schedule.

4. **DESIGN.** It is further agreed by and between the Parties, that the final design plans, when mutually approved by the Parties in writing, shall be attached hereto as **Exhibit C** and shall thereafter become a part hereof for all intents and purposes, and shall specifically include a full and reasonably complete description of the physical facilities (real or personal) covered hereunder. The Parties agree that neither Party shall unreasonably withhold or delay approval of the final design plans. The County and the Club will have the right to approve the interim and final design plans for the Project, including, without limitation, the overall layout, space allocation, graphics, materials used, signage, and color scheme of the County Capital Improvements for the Premises. Such design shall be incorporated in a master design, development and construction plan (the "**Project Program**"), all elements of such Project Program for property owned by the County that is associated with or is part of the Project shall be subject to the written prior approval of the Club, which shall not be unreasonably withheld, delayed or conditioned.

5. **PROJECT BUDGET, FINANCE AND FUNDING.**

A. **Project Budget.** The project budget for the County Capital Improvements is set forth in **Exhibit D** (the "**Project Budget**"). The Project Budget sets forth the total amount of costs and expenses to be incurred for Completion of the Project. The costs and expenses set forth in the Project Budget include allocations for the design, development, construction, commissioning and delivery of the Premises for the beneficial use of the County Capital Improvements by and occupancy of the Club. The Project Budget contains all of the elements set forth in the Preliminary Plan, including, without limitation, permitting, design, engineering, construction, financing, build-out, furniture, equipment, fixtures, and all customary and traditional soft costs pertaining to a project of this nature; excluding land acquisition costs. The Project Budget may not be reduced without the written consent of both the County and the Club. The final Project Budget is subject to the written approval of the Club, which approval shall not be unreasonably withheld, delayed or conditioned. The Project Budget shall not include any costs and expenses arising from or relating to (i) the issuance of Project Bonds (defined below) by the County, including, without limitation, the costs and expenses of underwriters, investment bankers, attorneys, accountants and other professionals, underwriting discounts, and other costs of issuance of the Project Bonds, and (ii) any costs and expenses of the Club for retention of financial advisors, attorneys, accountants and other professionals, and similar costs.

B. **County Funding and Payment Obligation**

(1) **County Payment Obligation.** The Project Budget sets forth the general descriptions and approximate cost of the County Capital Improvements that will be the responsibility of and paid by the County; except for cost overruns related directly to the County



Capital Improvements for which the Club has the Club Payment Obligation set forth in Section 5.C below, the County shall be responsible for and remit any and all cost overruns arising from, in connection with or relating to the Project upon approval of the County's Board of County Commissioners (the "**County Payment Obligation**"). The County represents and warrants the proceeds from (i) the Project Bonds issued by the County pursuant to Section 5.B.(2), and (ii) the Sinking Fund Deposits deposited pursuant to Section 5.B.(3), shall be sufficient to fund the County Payment Obligation in its entirety; provided, however, if such funds are not sufficient to timely fund the County Payment Obligation, the Club covenants to advance up to one third or \$600,000 of its future contributions to the "Capital Improvements Fund" under, and as defined in, the Amended Agreement or the Amended and Restated Lease, as applicable, to supplement the sinking fund deficiency. The County agrees that such Club advances shall be credited against future payments set forth in Exhibit F of the Amended Agreement or the Amended and Restated Lease, as applicable. All funds derived from the net proceeds of the Project Bonds and the Sinking Fund Deposits will be deposited to a sub-account dedicated to the Project of the County's "Stadium Attractions Trust Fund" (the "**Trust Fund**"). These amounts deposited to the Trust Fund shall be used solely for the benefit of the Project.

- (2) Project Bonds. On or before on or before April 1, 2013, but no later than January 1, 2014, the County will issue certain capital revenue bonds or such other financial instruments or funds that the County may reasonably select at its option to finance and fund substantially all of its County Payment Obligation related to the Project (the "**Project Bonds**"). If appropriate and prior to receiving bond proceeds the County may use other sources to fund Project costs which will be reimbursed from the bond proceeds at the appropriate time. In connection with the issuance of the Project Bonds, the County shall engage the services of an underwriter/investment banker to achieve the lowest cost of financing and maximum proceeds from the Project Bonds. The County's underwriter/investment banker shall assist the County in preparation of a detailed financing plan (the "**Project Financing Plan**") to achieve the Project Bond proceeds. The basis of the Project Financing Plan shall be the financing plan assumptions, calculations and presentation set forth on Exhibit E. The Project Bonds shall be secured by a pledge of the County's "Tourist Development Tax Revenues." The Project Financing Plan will also incorporate a reasonable assumption as to an average annual growth rate concerning the

annual amount of such "Tourist Development Tax Revenues," based on historical experience, which the County is projected to receive during the term of the Project Bonds, and will also incorporate a structured principal amortization schedule on the Project Bonds to minimize any potential revenue shortfalls. The County shall maximize State Development Funds in compliance with Section 7.C. The Project Financing Plan shall be subject to the written approval of the Club, which shall not be unreasonably withheld, delayed or conditioned.

- (3) Sinking Fund Deposits. The County shall authorize and approve in accordance with Applicable Laws a three (3) year annual sinking fund allocation for the Project in the amount of \$2.2 million to complete the funding of the County Payment Obligation, the \$2.2 million deposits for which shall be made to the Trust Fund on (i) the day following execution and delivery of this Agreement, (ii) October 1, 2014, and (iii) October 1, 2015, or as funds are required by the Project (collectively, the "**Sinking Fund Deposit(s)**", and individually each a "**Sinking Fund Deposit**"). The County's authorization for the sinking fund and the remittance of the annual Sinking Fund Deposits shall mandate the allocation and disbursement of County monies to the Trust Fund through the Sinking Fund Deposits. The funding of the Sinking Fund Deposits shall have priority over all other County debt obligations other than senior lien debt service for the County's Series 2004 and Series 2010 debt obligations.

C. Club Funding and Payment Obligation. The Project Budget sets forth a description of the County Capital Improvements that will be the responsibility of and paid by the Club as construction is performed on such improvements ("**Club Payment Obligation**"). The Club Payment Obligation arises in connection with the addition of the player academy dormitory/sleeping rooms. The approximate cost of the player academy dormitory/sleeping rooms is \$3.9 million. The County and the Club shall establish procedures by which the Club shall remit funds for the Club Payment Obligation on a requisition-approval-payment basis pursuant to which all costs associated with such Club Payment Obligation are timely made. The Club also intends to update certain concession equipment for the Premises, with an estimated approximate value of \$2.1 million, which is not included in the Project Budget.

D. Modifications. The Parties recognize that a large portion of the Project will be financed with proceeds from the Project Bonds. Accordingly, the Parties agree to make best efforts to cooperate with one another in the County's qualification of the Project Bonds for tax exempt status under federal tax laws, and to provide all reasonable documents and/or modifications hereto necessary to accomplish the issuance of the Project Bonds; provided, however, that the Club shall not be obligated to incur out-of-pocket costs and expenses in connection with such cooperation.

6. CONSTRUCTION ADMINISTRATION.

A. County's Responsibilities. The County shall be responsible for managing, directing, supervising and coordinating the planning, design and construction of the Project in accordance with the Preliminary Program, the Project Program, and the Project Work Schedule and the Project Budget. The County shall be responsible for the continuous, orderly and uninterrupted performance of all aspects of the County Capital Improvements work required in connection with the construction of the County Capital Improvements in accordance with the contract documents and this Agreement, including, without limitation, those matters set forth above, and:

- (1) Retaining the services of specialty consultants.
- (2) Preparing, or causing to be prepared, the Project Budget.
- (3) Updating the Project Work Schedule on a monthly basis and delivering a copy of same to the Club.
- (4) Obtaining or causing to be obtained all Permits, and to the extent required by this Agreement, all Required Environmental Permits.
- (5) Retaining and supervising the personnel reasonably required in order to properly perform the County Capital Improvements on the Premises.
- (6) Maintaining complete and accurate books and records, consistent with industry standards, regarding the design and construction of the County Capital Improvements including, without limitation, records relating to the contract documents, design documents, change orders, as built drawings, applications for payment, Permits, insurance policies, correspondence, bills, vouchers, receipts and lien waivers.
- (7) Taking all action reasonably required to comply with all Applicable Laws and taking all reasonable action required to cause the Architect and the construction manager and all other agents and contractors engaged by, or acting on behalf of, the County to design and construct the County Capital Improvements in accordance with Applicable Laws.
- (8) Furnishing promptly to the Club Representatives, all documents and information required to be provided pursuant to this Agreement and all other information that the Club Representative may reasonably request. The County shall promptly provide to the Club Representative copies of any and all legal notices received by the County affecting in any manner the Project.

- (9) Notifying promptly the Club Representative, of any claim, suit, proceeding or action that is initiated or threatened in connection with the Project.
- (10) Providing the Club, upon completion of construction, with an original print and one (1) sepia print or disk of as-built construction drawings depicting the Project.
- (11) Supervising punch list and warranty work after completion of construction of the County Capital Improvements work. A post-completion warranty inspection shall occur under the supervision of the County and the Club prior to the first anniversary of the Completion Date.
- (12) Establishing and updating, as necessary, the schedule of dates for delivery of various design documents for review and approval of the Club.
- (13) Scheduling Project meetings to which the Club Representative is invited not less than weekly, and preparing minutes for all Project meetings and providing a copy of same to the Club Representative.
- (14) Providing the Club with copies of all contracts and subcontracts and all amendments thereto.
- (15) Causing the Completion of the Project in accordance with the Project Work Schedule and the contract documents.
- (16) Providing the Club with monthly progress reports containing such financial information as the Club may reasonably request relating to Project costs, including, without limitation, all expenditures by the County during the preceding month and a proposed monthly budget for the upcoming month.
- (17) Supervising and coordinating, or causing the construction manager to supervise and coordinate, the construction of the County Capital Improvements so that the County Capital Improvements is constructed, equipped, furnished and completed in a good and workmanlike manner in accordance with the contract documents, lien free as provided in this Agreement, by the Target Date in accordance with all Applicable Laws and employing such consultants as may be reasonably required to insure that quality control appraisals of the County Capital Improvements are conducted throughout the construction period in a manner consistent with industry standards.

B. Changes of Agreements with Architect and the Construction Manager and the Design Documents. The Club shall have the right to approve any Material Change to the Architect Agreement or the Construction Manager Agreement and the Preliminary Program. For purposes of this Agreement a material change ("**Material Change**") shall mean a change, modification or amendment which (i) involves a revision in the sum payable by County to the Architect in an amount in excess of \$50,000, or to the construction manager where the cost of work is in excess of \$50,000, or (ii) will result in a required revision of the Preliminary Program or the Project Program which materially affects the appearance or functionality of the Premises, including, without limitation, County Capital Improvements or which will materially modify public access to the County Capital Improvements or materially reduces the number of restrooms, or materially changes the number or configuration of seats, or which materially alters the LEED Certification Plan, if any, of the County Capital Improvements, or adds or eliminates significant elements from the County Capital Improvements described in the previously approved Preliminary Program or the Project Program, and any other change that materially affects the future public use of the County Capital Improvements.

C. Project Work Schedule. The Parties have prepared the Project Work Schedule setting forth the date that construction will start, and time parameters required so that Completion of the Project will occur on or before the Target Date, subject to extensions as a result of Force Majeure Event. Modifications of the Project Work Schedule which will require an extension of the Target Date to the Outside Date, or which are otherwise material, must be approved by the Club Representative, which approval will not be unreasonably withheld, delayed or conditioned. All County Capital Improvements work shall be performed by the construction manager in a good and workmanlike manner in conformity with the Project Program so that on the Completion Date the County Capital Improvements are in good working order and condition, in compliance with all Applicable Laws, suitable for occupancy, and ready for full and immediate use.

D. Labor and Employment Issues. The County shall cause the construction manager to administer any project labor agreement covering construction of the Project.

E. Insurance. The County will procure and maintain (from the funds allocated for the Project in the Trust Fund) the comprehensive "owner controlled" insurance program, a summary of which shall be prepared by the County, which shall set identify all insurance required to be maintained by or on behalf of the County and any trade contractor with respect to the Project at all times until final Completion of the Project, and for a period of three (3) years after the Completion Date. The Club and its Affiliates, officers, directors, members, employees, representatives and agents shall be named as additional insureds with respect to all such policies of insurance, with the exception of workers compensation, employer liability and professional services coverages.

7. ADDITIONAL OBLIGATIONS OF THE COUNTY. The County agrees to undertake the following obligations for the benefit of the Club and the development of the Premises:

A. Reasonable and Necessary Actions for Issuance of Project Bonds. The County further agrees to promptly take all reasonable and necessary actions as required by Applicable Laws, including, without limitation, amending relevant ordinances, to authorize, plan, implement and consummate the issuance of the Project Bonds.

B. Dedication of the Supplemental Parcel to the Premises. The County covenants that the Supplemental Parcel shall be used solely for the benefit of the Project and shall become part of the Premises.

C. State of Florida Development Funds. The stadium facility improvements grant made by the State of Florida to the County following the entering into the Agreement required by Florida Statute § 288.11621 and upon award and disbursement of said funds (the "**State Development Funds**") shall be used by the County solely for the funding of the Project, and shall not be used for any other purpose. By way of clarification, the State Development Funds shall not be used in any way for the improvement, development or construction of any other professional sports franchise facility located in Lee County, Florida. The County covenants that it shall make best efforts to maximize the receipt of the State Development Funds, including revision of County ordinances and other Applicable Laws which would facilitate funding of the County Payment Obligation in one (1) bond offering. The foregoing shall be incorporated to the County's Project Financing Plan.

D. Completion of County Capital Improvements. The County and the Club covenant that each will work in good faith to complete the design, construction, commissioning and delivery of the Premises to the Club for its beneficial use and occupancy. The County agrees to use all reasonable efforts to complete the Project on or before the Target Date, but no later than the Outside Date.

8. REPRESENTATIONS AND WARRANTIES OF THE COUNTY. The County hereby represents and warrants to the Club that:

A. Authorization, Validity and Enforceability. The County has all requisite power and authority to enter into this Agreement and to carry out the actions contemplated hereby. The execution, delivery, and performance by the County of this Agreement have been duly authorized and approved by all necessary County actions, all of which have been obtained and remain in effect. The County individual duly authorized to execute this Agreement on behalf of the County has so executed this Agreement. This Agreement constitutes, when executed, the valid and legally binding obligations of the County, enforceable against it in accordance with their respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

B. No Conflicts. The execution, delivery and performance of this Agreement will not result in a violation of, in any material respect, of any provision of any other agreements, instruments, contracts, judgments or decrees to which the County is a party, or by which the County or its assets may be bound or affected, including, without

limitation, the County's organizational documents and any written rule, regulation or policy of the County.

C. No Violation Of Laws. Except as otherwise previously disclosed in writing to the Club, the County has complied in all material respects with all Applicable Laws with respect to the Premises and the County Capital Improvements or the transactions contemplated in and by this Agreement; and the County is not in default with respect to any judgment, Order, injunction or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement. Neither the execution, delivery nor, performance of this Agreement by the County violates the articles of incorporation, by-laws, or any or resolution of the County, or any other agreement or instrument to which the County is subject or by which the County is bound.

D. Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the County, threatened against the County seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution of this Agreement and the performance of the transactions contemplated herein or which might materially and adversely affect the use and operation of the Premises or the County Capital Improvements as contemplated in and by this Agreement or the performance of the County hereunder.

E. Site Possession And Title. The County holds good and marketable title to the Premises, and all land and land rights thereto, free and clear of all liens and encumbrances. No person other than the County has any right to possession of all or any portion of the Premises. To the best of the County's knowledge, no structure or improvement located on an adjacent parcel encroaches on the Premises. The County shall take all reasonable actions, at its sole cost and expense, to promptly eliminate any title defects. Except as expressly permitted under this Agreement, the County shall not create any lien, encumbrance, easement, license, right-of-way, covenant, condition or restriction which would encumber the Premises and materially diminish, impair or disturb the rights of the Club under this Agreement, the Amended Lease and/or the Amended and Restated Lease.

F. Environmental Matters. No activity of the County at the Premises has been or will be conducted in violation of any environmental law.

G. Notices Of Violations. To the knowledge of the County, the Premises and the use and operation thereof are in material compliance with all Applicable Laws. The County has not received any written notice from any Governmental Authority with respect to the Premises or any portion thereof or any buildings or improvements thereon that (i) relates to violations of any Applicable Laws, (ii) claims any defect or deficiency with respect to any of the Premises or any buildings or improvements thereon or (iii) requests the performance of any repairs, alterations or other work to or in any portion of the Premises or in the streets bounding the same.

H. Zoning. The Premises has a zoning classification of **CF-2 (Community Facilities) and CPD (Commercial Planned Development)** and the use of the applicable portions of the Premises for the County Capital Improvements is in compliance therewith. The Premises consists of one or more lawfully separately subdivided parcels of property.

9. REPRESENTATIONS AND WARRANTIES OF THE CLUB. The Club hereby represents and warrants to the County that:

A. Organization, Authority And Location. The Club is duly organized, validly existing and in good standing under the laws of Delaware. The Club has all requisite partnership power and authority to enter into this Agreement. The principal place of business and the principal assets of the Club and of each of its Affiliates are located in Hennepin County, Minnesota.

B. Authorization, Validity And Enforceability. All appropriate action on behalf of the Club necessary for the authorization, execution, delivery and performance of all obligations of the Club under this Agreement has been taken. All consents and approvals of any third person required in connection with the execution of this Agreement have been obtained. This Agreement, when executed, shall constitute the valid and legally binding obligation of the Club enforceable against it in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

C. No Conflicts. The execution, delivery and performance of this Agreement will not result in a violation of, in any material respect, any provision of any other agreements, instruments, contracts, judgments or decrees to which the Club is a party or by which the Club or its assets may be bound or affected, including, without limitation, the Club's organizational documents, nor will the execution, delivery and performance of this Agreement result in the breach of or constitute a default under any loan or credit agreement, or other agreement or instrument to which the Club is a party or by which the Club or its assets may be bound or affected.

D. No Violation Of Laws. Except as otherwise disclosed in writing by the Club to the County, the Club has received no written notice as of the date of execution of this Agreement asserting any noncompliance in any material respect by the Club with Applicable Laws; and the Club is not in default with respect to any judgment, Order, injunction or decree of any court, administrative agency, or other Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

E. Litigation. There is no action, suit, proceeding or investigation at law or in equity or by or before any Governmental Authority now pending or, to the actual knowledge of the Club, threatened against or which affects the Club which has been served upon or of which the Club has knowledge, which could have a material adverse affect upon the Club's performance under this Agreement or the financial condition or business of the Club. There are no outstanding judgments against the Club.



10. **HOLD HARMLESS AND INSURANCE.** To the extent permitted under Florida Statute §768.28 the County agrees to indemnify, defend, save and hold the Club, and its respective Affiliates (including parent, brother-sister and other entities under common control with the Club), and their respective members, partners, owners, managers, officers, employees, agents, representatives and other persons or entities acting on behalf of the Club, harmless from any and all damages, liabilities, claims, demands, expenses and costs of every kind and nature, including reasonable costs of investigation, reasonable attorney's fees at trial or appellate level, and all court costs arising out of injury to or death of persons and damage to any and all property, including loss of use thereof, resulting from or in any manner arising out of, or in connection with, the design and construction of the Project, including claims brought by any person relating to compliance with federal or state disability laws or requirements. In the event such indemnification is limited by any law (including, without limitation, Florida Statute § 768.28), the Party so limited shall furnish a general liability insurance policy with a company and in an amount reasonably satisfactory to the Party to be indemnified. The County shall provide that the Club is an additional insured under all policies of insurance relating to the Project, including, without limitation, insurance required of all contractors, consultants, subcontractors and others contracting in connection with the Project.

11. **TAXES.** It is the intent and understanding of the Parties that the leasehold interest held by the Club pursuant to this Agreement shall be exempt from ad valorem taxation pursuant to Chapter 196.199, Florida Statutes for so long as such statutory exemption remains in effect.

12. **COUNTY DEFAULT/REMEDIES.** It is understood that the County has agreed to undertake certain obligations set forth in this Agreement in order to induce the Club not to elect an early termination of the Conditional Lease and further to induce the Club to enter into a new thirty (30) year lease for the Premises pursuant to the Amended and Restated Lease. It is further agreed that the Club will sustain substantial economic damages if the County would fail to fulfill one or more of the obligations set forth herein. Accordingly, the Parties agree that the Club shall be entitled to receive the following remedies in the event that one or more of the following defaults shall occur:

A. **County Defaults.** The County shall have defaulted on its obligations set forth herein (individually and collectively referred to as "**County Default**") if any of the following occurs:

- (i) The County fails to select the Architect(s), engineer(s) and construction firm(s), which are approved by the Club on or before March 6, 2013; or
- (ii) The County fails to establish and deposit sufficient monies (together with interest earnings) to pay one hundred percent (100%) of the Project Budget allocated to the County Payment Obligation for the County Capital Improvements (this amount excludes the Club Payment Obligation) in accordance with the Project Financing Plan as provided in **Section 5.B.(2)**

- (iii) The County does not complete the Project and commission the Premises for full use and enjoyment by the Club on or prior to February 1, 2016.

B. County Default Remedies. Upon the occurrence of a County Default, the following remedies shall be available to the Club:

- (i) The Club may elect, by written notice delivered to the County within sixty (60) days from the date on which a County Default shall have occurred, to terminate this Agreement, and all obligations of the Club under this Agreement, and/or terminate the Amended and Restated Lease, and all obligations of the Club under the Amended and Restated Lease, and upon such terminations the applicable agreement shall be voided and of no further effect; and

C. Completion Default. In the event the County fulfills the obligations set forth in Section 12.A above, but the Completion of the Project by the County fails to occur by either (i) the Target Date, or (ii) the Outside Date, the County shall have defaulted in its obligation to the Club ("**Completion Default**").

D. Completion Default Remedies: Target Date. Upon the occurrence of a Completion Default by failing to achieve Completion of the Project on or before the Target Date, the following remedies shall be available to the Club:

- (i) the Club shall be relieved of the obligation to make lease payments until Completion of the Project under both or either of the Amended Agreement and the Amended and Restated Lease.

E. Completion Default Remedies - Outside Date. Upon the occurrence of a Completion Default by the Outside Date, the following remedies shall be available to the Club:

- (i) The Club shall be released of its obligation to make lease payments under the Amended Agreement, and any other agreement arising in connection with the Premises, from and after the Outside Date; and
- (ii) The County shall pay the Club a sum of money to compensate the Club for the loss of revenue the Club would have received but for the Completion Default related to the Target Date ("**Lost Revenue**"). Lost Revenue shall be calculated for each calendar year (maximum of three (3) years) after the Target Date and shall be paid to the Club on or before February 1 of each calendar year in which any Completion Default has not been cured by the County. The amount of Lost Revenue to be paid to the Club shall be calculated (for each year in which the Completion Default has not been cured by February 1 thereof) by adding together the following four (4) revenue elements:

- (1) Lost Ticket Revenue: since the attendance capacity of the new Major League Stadium component of the Project would allow the Club to sell a minimum of 1,000 additional attendee tickets, the Parties agree that the amount of incremental lost ticket revenue will be calculated as follows: the average ticket priced charged per attendee for a Club Spring Training game for the Spring Training season played in the Premises (as defined in the Amended Agreement) multiplied by the number 1,000; plus
  - (2) Lost Sponsorship Revenue: the incremental amount of lost sponsorship revenue derived from the Project including, without limitation, the sale of advertising and naming rights that the Club would have received by playing in the new Major League Stadium; plus
  - (3) Suite Revenue: the amount of incremental Lost Revenue the Club would have received from the rental of suites that are included in the design plan for the new Major League Stadium; and plus
  - (4) Parking Revenue: the amount of incremental net parking revenue the Club would have received from playing in the new Major League Stadium.
- (iii) The Club shall have the right to terminate this Agreement, the Amended Agreement and/or the Amended and Restated Lease if the County has not cured the Completion Default within one (1) calendar year of the Target Date.

### 13. GENERAL PROVISIONS

A. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

B. Further Assurances. The Parties agree to execute and deliver any instruments in writing, necessary to carry out any agreement, term, condition or assurance in this Agreement, whenever the occasion shall arise and request for such instrument shall be made.

C. Remedies Cumulative. The specified remedies to which the Parties may resort under the terms of this Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach by either Party of any provision or provisions of this Agreement.

D. Entire Agreement and Amendment. This Agreement, in addition to the Amended Agreement and the Amended and Restated Lease, contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions and neither Party has relied on any representation, express or implied, not

contained in this Agreement or the simultaneous or prior writings heretofore. All prior understandings, terms or conditions are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented orally, but only by an agreement in writing and signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

E. Severalty. If any provisions of this Agreement shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect.

F. Force Majeure. A "Force Majeure Event" is any event that (a) restricts or prevents performance by either Party under this Agreement, (b) is not within the reasonable control of the Party affected or caused by the default or negligence of the affected Party and (c) cannot be overcome or avoided by the exercise of due care. Force Majeure Events include, but not limited to, failure of a Party to perform due to drought, flood, earthquake, storm, fire, lightning, epidemic, war, terrorism, acts of other Governmental Authorities (except with respect to the grant and remittance of State Development Funds), civil disturbances, sabotage, work stoppages (i.e. strikes), accident or curtailment of supply, unavailability of construction materials or replacement equipment beyond the affected Party's control, inability to obtain and maintain Permits from any Governmental Authority for the Project (except Permits issued by the County or as to which the County has oversight or control), restraint by court Order, and changes in Applicable Laws (excluding laws or ordinances enacted by the County) that affect performance under this Agreement. Except for the obligation of each Party to make payments of amounts owed to the other Party, each Party is excused from performance and will not be considered to be in default with respect to any obligation if performance cannot occur due to a Force Majeure Event; provided, however, such performance shall be excused only for the period to include declaration of emergency and clean-up of the Force Majeure Event, and the Party assisting the Force Majeure Event shall promptly and in good faith recommence performance of its obligations hereunder. Neither Party shall be relieved of its obligations under this Agreement solely because of increased costs or other adverse economic consequences that may be incurred through the performance of such obligations. If a Party's ability to perform its obligation under this Agreement is affected by a Force Majeure Event, the Party claiming such inability shall (i) promptly notify the other Party of the Force Majeure Event and its cause and confirm the same in writing within five (5) Business Days of its discovery, (ii) promptly supply such available information about the Force Majeure Event and its cause as reasonably may be requested by the other Party and (iii) initiate reasonable efforts to remove the cause of the Force Majeure Event or to lessen its effect. The suspension of performance arising from a Force Majeure Event shall be of no greater scope and no longer duration than reasonably necessary. The excused Party shall use its reasonable efforts to remedy its inability to perform. A single Force Majeure Event in Lee County, Florida shall not excuse the failure of the County to meet the Outside Date with respect to Completion of the Project, and shall not limit or otherwise affect the rights of the Club with respect thereto.

G. Notices. Any notice required to be given hereunder shall be in writing, and mailed by U.S. Certified Mail, Return Receipt Requested, addressed to the Parties as follows unless a different addressee is later designated by either Party under this notice provision:

**For notices to the Club:**

Dave St. Peter  
President  
Minnesota Twins, LLC  
Target Field  
1 Twins Way  
Minneapolis, MN 55403

**With a copy to:**

Michael J. Grimes  
Briggs and Morgan, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2157

**For notices to the County:**

Lee County Manager  
P.O. Box 398  
Fort Myers, FL 33902-0398

Director of Lee County Parks and Recreation  
P.O. Box 398  
Fort Myers, FL 33902-0398

**With a copy to:**

Lee County Attorney  
P.O. Box 398  
Fort Myers, FL 33902-0398

H. Prohibition Against Assignment. The County shall not assign or transfer this Agreement or any of the County's rights or obligations hereunder, without the Club's prior written consent, and subject to such conditions as the Club may reasonably require.

I. Waiver. No action taken pursuant to or related to this Agreement, including, without limitation, any investigation by or on behalf of a Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, condition or agreement in this Agreement. A Party's exercise of or failure to exercise any such right or remedy shall not prevent the concurrent or

subsequent exercise of any other right or remedy. A Party's delay or failure to exercise or enforce any rights or remedies shall not constitute a waiver of any such rights, remedies or obligations. No Party shall be deemed to have waived any default unless such waiver is expressly set forth in an instrument signed by such Party. If a Party waives in writing any default, then such waiver shall not be construed as a waiver of any covenant or condition set forth in this Agreement, except as to the specific circumstances described in such written waiver. Neither payment of a lesser amount than the sum due hereunder nor endorsement or statement on any check or letter accompanying such payment shall be deemed an accord and satisfaction, and the other Party may accept the same without prejudice to the right to recover the balance of such sum or to pursue any other remedy.

J. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit, extend or otherwise affect the meaning hereof.

K. No Presumption Against Drafter. This Agreement has been negotiated at arm's length and between entities sophisticated and knowledgeable in the matters dealt with herein. In addition, each Party had been represented by experienced and knowledgeable legal counsel. Accordingly, this Agreement shall be interpreted to achieve the intents and purposes of the Parties, without any presumption against the Party responsible for drafting any part of this Agreement.

L. No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to (a) confer upon any third person other than the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third party beneficiary or otherwise except as specifically provided in this Agreement; or (b) authorize anyone not a Party to this Agreement to maintain an action pursuant to or based upon this Agreement.

M. Execution in Counterparts and Delivery of Electronic Signatures. This Agreement may be executed in any number of counterparts. All such counterparts will be deemed to be originals and will together constitute but one and the same instrument. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving Party may rely on the receipt of such executed counterpart as if the original had been received.

N. Relationship of Parties. It is agreed that nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture among the Parties.

O. Major League Baseball. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training territory of the Club as established and amended from time to time. No rights,

exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

14. **DISPUTE RESOLUTION.** The Parties agree to attempt to settle by mediation any dispute or controversy that may arise between the Club and the County regarding operation, maintenance and the rights or duties hereunder of either Party, as hereafter provided, and the mediator will determine the controversy in accordance with the laws of the State of Florida as applied to the facts as found. Notwithstanding the foregoing, any controversy arising between the Parties with respect to a Party's exercise of termination rights, any monetary sums due and owing including, without limitation, lease payments and other monetary liabilities arising under any agreement between the Parties (including, without limitation, the Amended Agreement and the Amended and Restated Lease) shall not be mediated and each Party shall have available to it all other remedies available at law or in equity.

A. **Mediation.** In any case hereunder in which it shall become necessary to resort to mediation, such mediation by the Parties shall be conducted as provided for in this **Section 14.**

- (1) **Notice of Mediation.** The Party desiring mediation shall give written notice thereof to the other Party, specifying in such notice, the specific question or questions to be mediated.
- (2) **Selection of Mediator.** Within fifteen (15) days after service of such notice each Party shall provide the other with the names of at least three (3) persons to act as a mediator in the matter. The mediator will be selected by the Parties within fifteen (15) days following the exchange of names by mutual agreement.
- (3) **Meeting with the Mediator.** The mediator shall meet with the Parties at all participants' convenience and mediate the matter. If unsuccessful, the Parties may then utilize all lawfully available means to resolve the issue.

15. **DEFINITIONS.**

"**Affiliates**" means any entity or association (including governmental entities) that, directly or indirectly, through one or more intermediaries, controls, is controlled by or under common control of any individual or entity, including subsidiaries and brother-sister entities.

"**Agreement**" shall have the meaning set forth in the preamble.

"**Amended Agreement**" shall have the meaning set forth in the Preamble Recitals.

"**Amended and Restated Lease**" shall have the meaning set forth in the Preamble Recitals.

"**Applicable Laws**" means any and all present and future laws (including, without limitation, all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, Governmental Approvals, requirements and Orders that have been adopted, enacted, implemented, promulgated, Ordered, issued, entered or deemed applicable by or under the authority of Governmental Authority having jurisdiction over a specified person or entity (or the properties of such person or entity), including, without limitation, environmental laws applicable to the County, the Club and other applicable persons or entities in connection with the design, development, construction, equipping, use, occupancy, possession, operation, maintenance and management of the Project.

"**Architect**" shall mean the individual or entity engaged to provide design and architectural services, among other things, for the Project pursuant to the Architect Agreement. The Architect shall be solicited and engaged in accordance with Applicable Laws, including all local and state procurement procedures and regulations.

"**Architect Agreement**" shall mean the written architect agreement entered into between the Authority and the Architect for the Project.

"**BOC**" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

"**Business Day**" shall mean any day other than a Saturday, Sunday or other day on which banks are required or authorized to close in Minneapolis, Minnesota, or Fort Myers, Florida.

"**Club**" shall have the meaning set forth in the preamble.

"**Club Payment Obligation**" shall have the meaning set forth in Section 5.C.

"**Club Representatives**" shall mean Dave St. Peter, Kip Elliot, Matt Hoy, Bill Smith, Dan Starkey and Brian Maloney, or any successor to the foregoing persons designated by the Club by notice to the County.

"**Commissioner**" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.



**"Completion Date"** shall mean the date on which the Completion of the Project occurs, which shall not be later than the Target Date and, if one Target Date is not met, the Outside Date, unless the Parties otherwise agree in writing.

**"Completion Default"** shall have the meaning set forth in Section 12.C.

**"Completion of the Project"** means the County's completion of the Project in accordance with the terms hereof, including, without limitation, the commissioning of the Premises and delivery to the Club of a final certificate of occupancy issued by the County entitling the Club to occupy and enjoy the full beneficial use of the Premises for its intended purpose.

**"Conceptual Design Documents"** shall mean the Preliminary Program, the Project Work Schedule, any programming reports, any pre-design documents, concept sketches and renderings illustrating the scale and relationship of the Project components.

**"Conditional Lease"** shall have the meaning set forth in the Preamble Recitals.

**"Construction Services Agreement(s)"** shall mean a construction services agreement(s) to be entered into by and between the County and the construction manager(s) for construction services.

**"County"** shall have the meaning set forth in the preamble.

**"County Capital Improvements"** shall have the meaning set forth in the Preamble Recitals and as set forth in Section 1.C.

**"County Default"** shall have the meaning set forth in Section 12.A.

**"County Payment Obligation"** shall have the meaning set forth in Section 5.B.(1).

**"Critical Design Decisions"** shall have the meaning set forth in Section 3.D.

**"Design Development Documents"** shall mean the drawings, specifications and other documents prepared by the Architect that establish and describe the size and character of the Project as to architectural, civil, structural, landscape, mechanical and electrical systems, graphics and signage, and other elements, and which include typical construction details, equipment layouts and specifications that identify major materials and systems and as more specifically described in the Architect Agreement.

**"Design Meetings"** shall have the meaning set forth in Section 3.C.(1).

**"Force Majeure Event"** shall have the meaning set forth in Section 13.F.

"**Governmental Authority**" means any national, state, county, city, town, village, municipal or other local governmental department, commission, board, bureau, agency, authority or instrumentality, or any political subdivision thereof, and any person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any of the foregoing entities, having jurisdiction over the persons or entities, or matters in question.

"**Lost Revenue**" shall have the meaning set forth in Section 12.E.(ii).

"**Major League Baseball**" or "**MLB**" shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

"**Major League Baseball Club(s)**" or "**Major League Club(s)**" shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

"**Major League Constitution**" shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

"**Major League Stadium**" shall have the meaning set forth in Section 2(A) of the Amended and Restated Lease.

"**Master Project Budget**" shall mean the master project budget as developed by the Parties and updated, modified, supplemented, or amended from time to time in accordance with this Agreement.

"**Material Change**" shall have the meaning set forth in Section 6.B.

"**Minor League(s)**" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

"**MLB Approval**" shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

"**MLB Entity**" shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future Affiliates, assigns or successors.

"**MLB Governing Documents**" shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of November 1, 2006, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

"**MLB Rules and Regulations**" shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

"**Order**" means any judgment, award, decision, directive, consent decree, injunction (whether temporary, preliminary or permanent), ruling, writ ordered adopted, enacted, implemented, promulgated, issued, entered or deemed applicable by or under the authority of any Government Authority or arbitrator (but as to an arbitrator, with respect to injunctive and equitable relief, only to the extent permitted by this Agreement) that is binding on any person or entity, or its property under Applicable Laws.

"**Original Agreement**" shall have the meaning set forth in the Preamble Recitals.

"**Outside Date**" shall have the meaning set forth in Section 3.B.

"**Parties**" or "**Party**" shall have the meaning set forth in the preamble.

"**Permits**" means all right, title and interest in and to any permits, licenses, filings, authorizations, approvals, or other indicia of authority (and any pending

applications for approval or renewal of a Permit), to own, construct, operate, sell, inventory, disburse or maintain any asset or conduct any business as issued by any Governmental Authority, including all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds and rights to construct, maintain and operate the Premises, and all renewals, extensions, additions or modifications of any of the foregoing, together with all rights granted thereunder.

"**Populous Report**" shall have the meaning set forth in Section 1.C.

"**Preliminary Program**" shall have the meaning set forth in Section 1.C.

"**Premises**" as used herein shall mean the "Leased Premises" or "Premises" as defined in the Amended Agreement, and as modified for the County Capital Improvements after the Completion of the Project, and the land upon which the Premises is situated is set forth in Exhibit A to this Agreement (which includes the Supplemental Parcel).

"**Project**" shall have the meaning set forth in the Preamble Recitals and Section 1.C.

"**Project Bonds**" shall have the meaning set forth in Section 5.B.(2).

"**Project Budget**" shall have the meaning set forth in Section 5.A.

"**Project Consultants**" shall mean those persons and entities that are engaged through the solicitation and selection process required as set forth in this Agreement, including, without limitation, (i) the construction manager(s) and (ii) any other consultants, subconsultants, suppliers and trade contractors relating to the Project. The Project Consultants shall be solicited and engaged in accordance with Applicable Laws, including all local and state procurement procedures and regulations.

"**Project Financing Plan**" shall have the meaning set forth in Section 5.B.(2).

"**Project Program**" shall have the meaning set forth in Section 4.

"**Project Work Schedule**" is the schedule set forth on Exhibit B.

"**Required Environmental Permits**" shall mean all Permits, licenses, bonds, consents, programs, approvals or authorizations required under environmental Applicable Laws to conduct operations at or maintain the Premises or to construct, maintain, operate or occupy the Project or any alterations or improvements thereon, regardless of whether such Permits, licenses, bonds, consents, approvals or authorizations have been obtained by or on behalf of the County.

**"Schematic Design Documents"** means drawings prepared by the Architect that illustrate the scale and relationship of the various Project components and which also contain square footage and volume calculations for the Premises, including, without limitation, building interior spaces, building exterior spaces, and major architectural and interior finishes.

**"Sinking Fund Deposits" or "Sinking Fund Deposit"** shall have the meaning set forth in Section 5.B.(3).

**"Spring Training"** means the training period during winter and early spring of any year during which the Club prepares for the next following Major League Baseball season, and shall be deemed to include time reasonably required for (i) the preparation of the Premises, (ii) planning for the start of Spring Training, (iii) additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and (iv) a reasonable period for the "winding down" of Spring Training activities by the Club. It is anticipated by the Parties that the foregoing time frame will be from approximately January 15 to approximately April 15 of each calendar year.

**"State Development Funds"** shall have the meaning set forth in Section 7.C.

**"Supplemental Parcel"** shall have the meaning set forth in the Preamble Recitals.

**"Target Date"** shall have the meaning set forth in Section 3.B.

**"Task List"** shall have the meaning set forth in Section 3.D.

**"Trust Fund"** shall have the meaning set forth in Section 5.B.(1).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on November 6, 2012.

ATTEST:

CHARLIE GREEN,  
CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: Marcia Wilson  
Deputy Clerk

By: J. Manning  
Chairman



APPROVED AS TO FORM:

By: Andrea K. Faur  
County Attorney

WITNESSES:

MINNESOTA TWINS, LLC  
Target Field  
1 Twins Way  
Minneapolis, Minnesota

By: Tom Elliott

By: Paul [Signature]  
President

Danielle Berg

[SIGNATURE PAGE TO STADIUM IMPROVEMENT SPRING TRAINING  
DEVELOPMENT AGREEMENT]

EXHIBIT A

STADIUM LAND AREA

Original Stadium Property

EXHIBIT "A"

A tract or parcel lying in the northeast quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the northeast quarter (NE 1/4) of said Section 30 run North 01° 10' 06" West along the west line of said northeast quarter (NE 1/4) for 521.20 feet to the point of beginning. From said Point of Beginning continue North 01° 10' 06" West along said west line for 1921.55 feet; thence run North 88° 55' 49" East parallel with the south line of said fraction for 2184.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Parkway as described in D.R. Book 1119 at page 835; thence run southwesterly along said northwesterly line along the arc of a curve to the right of radius 5604.58 feet; (chord bearing South 23° 42' 17" West) (chord 2116.37 feet) (delta 21° 45' 59") for 2129.15 feet; thence run South 82° 53' 40" West for 1234.31 feet to the point of beginning.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone derived from the Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

002096 P01101

CHARLIE GREENLEE C/P/L  
09 SEP 18 AM 11:56

## SUPPLEMENTAL PARCEL

### EXHIBIT "A"

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 30, run North 01 Degree 10' 06" West along the West line of said Northeast quarter (NE 1/4) for 621.20 feet; thence run North 88 Degree 55' 40" East parallel with the South line of said fraction for 1294.31 feet to an intersection with the curved Northwestery line of Six Mile Cypress Parkway as described in O.R. Book 1119, page 835 of the Public Records of Lee County, Florida, thence run Southwestery along said Northwestery line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South 36 Degree 25' 35" West chord 359.62 feet (delta 03 Degree 40' 37") for 359.68 feet to a point of tangency; thence run South 38 Degree 15' 54" West for 454.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4); thence run South 88 Degree 55' 40" West for 799.06 feet to the Point of Beginning.

LESS AND EXCEPT for West 50 feet thereof.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

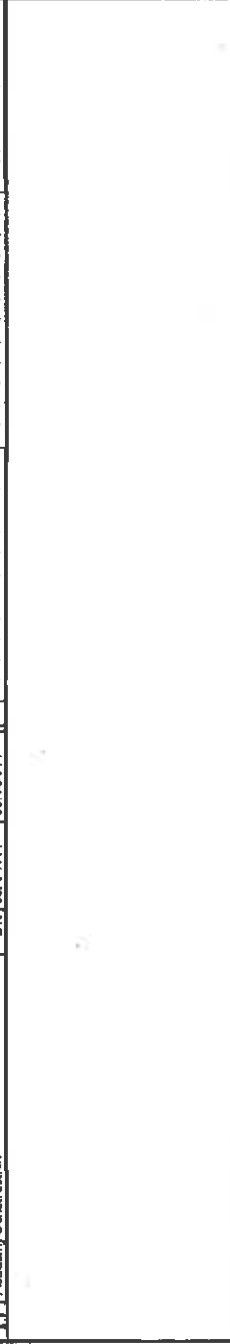
Parcel Identification Number: 30-45-25-00-00004.0000



**EXHIBIT B**

**PROJECT WORK SCHEDULE**

Description	Start	Finish
<b>LCSO Hammond Stadium Project</b>		
<b>Preconstruction</b>		
Vote to Release RFP for A/E and CMAR Services	30NOV12*	30NOV12*
A/E Selection and Award	30NOV12	28FEB13
CMAR Selection and Award	30NOV12	28FEB13
<b>Design</b>		
Schematic Design (2 months)	01MAR13	30APR13
Design Development (2.5 months)	01MAY13	15JUL13
Construction Documents (5 months)	15JUL13	15DEC13
<b>Permitting &amp; Bidding</b>		
FOD & PUD Application Preparation	30NOV12*	01MAR13
FOD Permitting (9 months)	02MAR13**	28NOV13
PUD Permitting (11 months)	02MAR13	28JAN14
GMP Permit & Bidding	16DEC13*	28FEB14
<b>Construction</b>		
<b>Overall Construction Duration</b>		
Overall Construction Duration	300*	07APR14
Award Pretest	10	01MAR14
Pretest Design & Fabrication	30	11MAR14
Fort Myers Miradas Vacata Facility Construction Commences	5	31MAR14**
Stewwork	300	07APR14**
Demolition	45	07APR14*
Stadium Construction	255	22MAY14
Minor League Clubhouse Construction	180	05APR14
Academy Construction	240	05APR14



**Hammond Sports Complex**  
**Minnesota Twins STF Improvements**  
**SCENARIO # 2 (PUD Required)**

Start date: 28NOV12  
 Finish date: 31JAN15  
 Data date: 28NOV12  
 Run date: 23OCT12  
 Page number: 1A  
 © Primavera Systems, Inc. 5007869v1

**EXHIBIT C**

**PROJECT PROGRAM**

The Project Program description attached to this **Exhibit C** is provided for example purposes only with respect to the scope of the Project, and is part of the Populous Report.

As set forth in this Agreement, the Populous Report is incorporated in its entirety by reference herein and serves as the Preliminary Program.

EXHIBIT C

PROJECT PROGRAM

A. BALLPARK IMPROVEMENTS

I. SITE REQUIREMENTS AND IMPROVEMENTS

A. Public parking for 2,975 cars shall be provided consisting of 2,536 existing spaces and 439 new 10' wide spaces. This parking capacity meets planning guidelines for expansion of fixed seating to accommodate 8,900 spectators. The stadium is planned for additional 400 Standing Room Only (SRO) tickets to be sold, but these will only be sold as alternative parking or transportation options are developed to support this capacity. Secured parking for approximately 11 Twins (Team) designated cars shall be provided adjacent to the Minor League Clubhouse and an additional 46 spaces adjacent to the Academy. New parking areas will utilize a combination of asphalt and grass surfaces. Accessible parking will be provided as required per applicable codes and ordinances. Parking for the softball (quad) fields will be approximately 2,285 spaces. Provide new vehicular deceleration lane to south entrance to the site.

B. New pedestrian walkways and sidewalks shall be located to direct pedestrians to and from the Ballpark entrance. These walkways shall provide safe and direct access, to and from the parking areas. The design and location of plantings, fences, parking striping, parking access lanes, and crosswalks shall allow for safe and efficient movement of pedestrians. Landscaping, at a minimum, will be provided as required by local codes and ordinances. The Twins have requested additional Palm trees throughout the site. A new asphalt bike path will also be included.

C. A new entry sequence (Core) will be provided from the parking areas into the stadium. At the existing promenade south of the stadium, plaques and statues will be relocated and incorporated to create a series of experiences leading to the stadium entry and fountain. The Core will be extended into the existing quad fields to create a connection between the existing parking areas and new grass parking area south of the quad fields. The Core will emphasize Indigenous landscape material including palm trees, manicured lawns, special paving, benches, banners, and lighting.

D. Included as part of this renovation are team and county branding opportunities on the site. They are as follows:

1. Player Statues. 2 hall of fame statues – 8' high; More provided as fund raising allows
2. Hammond Stadium marquee. New video marquee at Six Mile Cypress Blvd.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

II. SPECTATOR FACILITIES IMPROVEMENTS .

A. Exterior Seating

The ballpark currently provides the following seating:

Dugout Box	120
Box Seats	3,214
Reserved Seats	4,354
Drink Rails	52
Lawn Seating	200
Suites	70

1. New Outfield Boardwalk 19,032 s.f.  
Provide an elevated concourse to extend around the outfield fence and connect to the existing concourse at 16'+/- above fin floor. Provide group sales locations at enlarged areas along the boardwalk. Provide drink rails and exist stairs where indicated. Material to be determined, but will likely be concrete structure with polymer wood decking and aluminum rails. Provide lighting where boardwalk is above the bull pen area adjacent to third base. Maintain vehicular travel path below boardwalk with 14' min clear. No storage or sprinkler system is anticipated below the boardwalk.
  
2. New Tiered Seating Areas 6,740 s.f.  
Provide tiered areas for spectator seating adjacent to the new boardwalk. Provide steps to access the different levels. Provide railings to match existing construction.
  
3. Seating Bowl Modification 3,810 seats  
Convert section 201-217 from bench seating to stadium seating. New stadium seating color and design to match existing seats. Salvage bench seating
  
4. New Bowl Seating 809 s.f.  
Provide new bowl seating to match existing adjacent construction. Modify the existing field wall where required and provide new railing to match existing rails. Also, provide seating infill at the upper level to match adjacent construction. Provide new 19" chairs.
  
5. New Drink Rail Locations 1,896 l.f.

6. Relocate Standing Room Area (215 spaces) 1,343 s.f.  
Move from the current location at the cross aisle to the back of the upper bowl and new boardwalk. Provide striping identifying the extent of the standing room area.

7. New Grass Berm 4,597 s.f.  
Provide new sloped grass berm in left field. Grass species to match playing field species. Provide retaining wall around berm as required. Provide independent irrigation system or tie into existing system.

B. Ballpark Suites

1. Suite Improvements 2,635 s.f.  
Renovate and enlarge five existing suites (including Owner's suite) into four standard size and two party size suites. Standard size suites will have 12 exterior seats and 4 drink rail seats, and one party size suite will have 32 exterior seats and 12 drink rail seats and the other will have 24 exterior seats and 10 drink rail seats. Provide new finishes, cabinetry, fixtures, and lighting. Provide new structure and concrete tub for new exterior seating and rails. Replace existing exterior wall with full height impact resistant glazing and door.

C. Public Toilets

1. New Public Toilet Rooms 1,201 s.f.  
Toilet rooms shall be provided for men and women per the increased seating capacity. The ratio of fixtures to spectators shall be based on 50% male and 50% female attendance and will be in compliance with codes and ordinances. Approximately 9,300 total capacity including 400 Standing Room Only tickets will be planned. Fixtures and accessories, including light fixtures and exhaust, shall be vandal-resistant type. The number of fixtures shall be determined using PBA minimum required ratios and applicable codes and ordinances. Individual dual flush urinals shall be provided in men's restrooms. Tempered water shall be provided at lavatories to meet Health Department requirements. Stainless steel framed mirrors, soap dispensers, built-in paper towel dispensers/waste receptacles, hand dryers, diaper changing station and toilet partitions shall be provided in all toilets. Janitor closets with a service sink and storage shelf shall be provided as required. "Green" options for plumbing and lighting fixtures will be investigated and integrated into the design as appropriate. Accessible toilet facilities, including grab bars, etc. shall be provided in all public toilet rooms as required by the State Accessibility Guidelines.

	Women's WC	Men's WC	Urinals	Women's Lav	Men's Lav
2006 IBC	1:40 1-1500	1:75 1-1500	2/3 of WC	1:150	1:200
	1:60 1500+	1:120 1500+			
Existing	50	14	46		
New +/-	41 +/-	1 +/-	0 +/-		

2. New Suite Level Toilet Rooms 506 s.f.

Men's and women's toilet rooms shall be provided, one on each side of the suite level concourse and conveniently located to the suites and party decks. These toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided in each.

3. New Press Level Toilet Rooms 170 s.f.

Men's and women's toilet rooms shall be provided adjacent to the Party Deck. Toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided.

4. New Family Toilet(s) 374 s.f.

Family toilet rooms shall be provided in areas with increased spectators and located convenient to disabled seating areas for use by families with small children and disabled spectators requiring assistance. Each family toilet room is a unisex facility with one water closet, one lavatory, and a changing table. Door shall be lockable from inside.

D. New Group Sales Facilities

Provide new group sales areas including party decks. Party Deck design will be a combination of loose tables and chairs, and drink rails. Standing room only tickets will be sold for this area. Group sales facilities shall include the following:

1. Suite Level Party Deck(s) 9,945 s.f.

Two new outdoor, shaded/sun protected areas shall be provided on the suite level with views to the playing field. This area could be used for receptions, parties, and other pregame and multi-purpose functions. Lighting will be provided. Portable concessions will be located adjacent to this area. Provide new structure and concrete floor for seating area. Provide low and high drink rails at front of deck.

2. Press Level Party Deck 1,859 s.f.

A new outdoor, shaded/sun protected area shall be provided on the press level with views to the playing field. This area could be used for receptions, parties, and other pregame and multi-purpose functions. Lighting will be provided. Portables will be located adjacent to this area. Provide new structure and concrete floor for seating area.

E. New Shade Structures

1. Seating Bowl Shade Canopy Extension

A new +/-16'-0" fabric shade sun shade with steel structure shall be added to the existing seating bowl canopy and at the suite/press building roof. This will be an additive alternate to the base program.

2. Trellis Shade Structures

Provide new wood trellis shade structure over new and existing concourse and specified areas on the new outfield boardwalk.

III. FOOD SERVICE & RETAIL FACILITIES IMPROVEMENTS

A. Concessions

The ratio for concession points of sale to spectator seating is 1:100. There are 24 existing fixed concession points of sale and 4 new fixed concession points of sale for a total of 38 fixed concession points of sale. In addition, 55 portable concession stands will be provided for a total of 93 concession points of sale for the ballpark to meet the required ratio for approximately 9,300 total capacity including 400 Standing Room Only tickets.

1. New Outfield Outdoor Bar / Specialty Concession Areas 11,088 s.f.

Two new open-air bars will be provided on the boardwalk (43 at each bar) in left field and right field. Specialty food items will be offered but not prepared in this area. Seating will consist of drink rails and loose tables and chairs. Bars will have solid roof above with an open steel frame trellis design above a portion of the exterior seating area.

2. New Right Field Group Sales Area 5,724 s.f.

Open air group area on the boardwalk. Provide portable concession carts and loose tables and chairs.

3. Remodel Existing Concession Stands 2,960 s.f.

Remodel existing concession stands located on the concourse. Improvements include new flooring, wall finishes, concession front, lowered counter tops, and ceilings. Repair/replace defective or inoperable devices including outlets, switches, etc. Provide ability to cook in all stands.

4. Expand Existing Concession Stands 278 s.f.

Reconfigure existing concession stands for additional space. Provide new finishes to match remodeled stands. Provide new counters and equipment to match existing concession stands.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

5. New Concession Stand 726 s.f.  
Provide new concession stands including finishes, equipment, front counter, and exhaust system.

6. Portable Concession Carts  
Provide services for new portable carts. Provide electrical and data connections. Utility services will be provided based on the portable counts given above.

B. Commissary

1. New Commissary Addition 3,497 s.f.  
Provide roll up door to accommodate deliveries. Finishes are minimal, sealed concrete, painted walls, no ceiling. Walk-in cooler/freezer shall be provided, sized as required. Within the space, provide two 130 s.f. offices for commissary/food service personnel with windows to view the delivery area. Portable cart washing area shall be provided if necessary.

2. New Commissary Kitchen 494 s.f.  
Provide a fully functioning commercial kitchen. Provide durable, washable surfaces appropriate for kitchen applications.

C. Food Pantry

1. New Press Level Pantry 185 s.f.  
Space for the storage of food to be served on the press level party deck shall be provided. The space will primarily be used for the storage of hot boxes, not dry or packaged goods. The space is not intended to be used for cooking or preparation of food. Finishes will be minimal with sealed concrete floors, painted walls, and lay in ceiling. Provide appropriate electrical service for hot boxes.

2. New Suite Level Pantry 76 s.f.  
Space for the storage of food to be served on the suite level shall be provided. The space will primarily be used for the storage of hot boxes, not dry or packaged goods. The space is not intended to be used for cooking or preparation of food. Finishes will be minimal with sealed concrete floors, painted walls, and lay in ceiling. Provide appropriate electrical service for hot boxes.



D. Novelties

1. New Main Retail Store and Storage 413 s.f. ground flr + 2,011 main conc= 2,424 s.f.  
A retail store for year round sales of merchandise and novelties, with adjacent area, approximately 460 s.f. for storage and supplies, shall be provided near the main entrance. The store will have two levels with the upper level serving the main concourse and lower level serving the ground level. The store and storage room will be provided with a finished floor, ceiling, HVAC systems, general illumination, and slat wall on all wall surfaces. Shelving, racks, additional millwork, and equipment shall be provided by others.

2. New Satellite Retail Stand 316 s.f. @ LF + 273 s.f. @ RF= 589 s.f.  
Satellite service counter type stands shall be provided to supplement the retail store. These stands shall be distributed near entries and high visibility areas. The stands and storage rooms will be provided with a finished floor and ceiling, general illumination, slat wall on all wall surfaces, overhead shutter and service counter. Shelving, racks, additional millwork, and equipment shall be provided by others.

IV. PRESS FACILITIES IMPROVEMENTS

A. Press Dining

1. New Press Dining Room 1,700 s.f.  
A press dining room accommodating 50 people shall be provided for lunch/dinner service prior to games for press, team executives/ownership, VIP's, etc. In addition, a 250 s.f. storage room will be provided for dining supplies. The room will be conveniently located along the route to the press box. Men's and women's toilet facilities will be provided in close proximity (120 s.f. each). The room may also be used for community meetings/events and functions when not occupied by the press.

2. New Press Dining Room Kitchen/Pantry 242 s.f.  
The press dining room kitchen will be located adjacent to the press dining room. Millwork including base and upper cabinets, sink, refrigerator, combination microwave/stove/oven, and dishwasher shall be provided. An overhead ceiling shutter will be provided over a serving counter. Space will be provided to store food items.

B. Press Box

Provide new finishes at the existing press box area including floor and ceiling treatments. In addition, provide the following new/enlarged spaces:

1. Press Toilet Rooms 340 s.f.  
Existing Men's and Women's toilet rooms shall be enlarged. These toilet rooms shall feature upgraded finishes. A diaper changing station shall be provided in each.

2. New Video Production Room 320 s.f.  
Provide office grade finishes, and built in counter space to accommodate multiple computer work stations. Provide diffused lighting.

3. New Storage Room 300 s.f.  
Provide minimal finishes.

V. CLUBHOUSE FACILITIES IMPROVEMENTS

A. Major League Clubhouse

Existing facilities will be completely removed (gutted) and prepared for new spaces to include the following:

1. New Training Room 1,123 s.f.  
The Training Room shall contain space for four treatment tables and a storage closet. Provide work counter islands with upper and lower cabinets and sink.

2. New Trainers Office 222 s.f.  
Provide an office adjacent to the training room with views to the hydrotherapy room. Provide space for four trainers workstations.

3. New Trainer Storage 332 s.f.  
Provide medications vault and four 18" wide adjustable shelves on two walls.

4. New Hydrotherapy Room 501 s.f.  
A separate, totally enclosed hydrotherapy room will be provided to accommodate 1 hot and 1 cold recessed plunge pools and one recessed exercise pool. Provide 1 extremity tank. Acrylic flooring will be installed in the hydrotherapy room with floor drains located as required. A new sub grade service pit will be created with ladder access to both levels. Provide a 500 lb. water cooled pellet ice machine, and refrigerator/freezer. Provide approximately 8' of base and upper cabinets with appropriate material to withstand the corrosive environment. Provide a one fixture toilet and shower.

5. **New Weights and Physical Conditioning Room** 2,398 s.f.  
 New space shall accommodate equipment such as isokinetic and exocyclic devices, cable columns, stability platform, plyometric equipment, spine table and exercise balls. Free space shall be allowed for stretching and floor work. Minimum 12' ceiling height shall be provided. Provide natural light, athletic flooring and mirrors shall be installed. An adjacent storage room (size tbd) shall be provided. Provide a ball wall. Provide wireless internet throughout. Include a sound system and locations for multiple televisions. Provide 8' base cabinets. Provide garage doors on the exterior wall to allow for open air training.
6. **New Weight Room Office** 60 s.f.  
 Provide an office adjacent to the weight room.
7. **New Player Lounge** 1,183 s.f.  
 A new player lounge will be provided with spike proof carpeting, tables, and chairs. Provide painted walls and a lay in ceiling. Provide outlets for multiple TV's.
8. **New Player Kitchen** 225 s.f.  
 The Player Kitchen will be located adjacent to the Player Lounge. Millwork including base and upper cabinets, sink, refrigerator, combination microwave/stove/oven, and dishwasher shall be provided. Provide 8 built in chaffing trays. An overhead coiling shutter will be provided over a serving counter.
9. **New Player Kitchen Pantry** 207 s.f.  
 Provide new space for storage of food items. Provide finishes matching the player kitchen.
10. **New Reception Alcove (Area included in circulation)**  
 An alcove area will be provided adjacent to the player facilities to monitor and check in personnel entering the player areas.
11. **New Laundry** 397 s.f.  
 Provide new laundry with minimal finishes and no ceiling. Provide concrete bases roughly 12" above the finished floor to mount equipment. Provide drain channel at rear of concrete bases for washing machines. Provide new gas hookups for dryers and venting system.
12. **New Equipment Storage (Fort Knox)** 750 s.f.  
 This space shall serve as the principal delivery area for clubhouse. A large overhead door will be provided. Provide 10' x 10' cage storage areas for extra baseballs and bats. Provide shelving, storage cabinets and counter space with shutter for distribution of equipment to players.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

13. New Equipment Manager Office 128 s.f.  
 Locate adjacent to equip storage to allow access to uniformed personnel, as well as staff members, vendors, etc.  
 Provide floor safe and built-in counter and lockable cabinets. Provide window to equipment storage area.
14. New Player Locker Room 3,200 s.f.  
 Approximately 70 - 36" x 30" x 7'-0" high lockers will be provided. All lockers shall surround a central open area, without corners. The individual lockers will follow standard Major League Baseball designs except that a power receptacle shall be installed in the back of each locker. Spike-proof carpet shall be provided.
15. New Player Grooming Area 1,189 s.f.  
 Shower room shall have approximately 14 showerheads. All showerheads will be surface mounted in stainless steel housing. Plastic laminate countertops with recessed bowl sinks, mirrors, 7 water closets and 7 urinals will be provided. Shelves for holding grooming products will be provided. Acrylic flooring shall be installed throughout, sloped to drains. A hose bib for the cleanup of wet areas will be provided. In the drying areas outside of the shower room, stainless steel wire shelving for towel storage will be provided. No benches will be provided in the drying areas.
16. New Coach's Locker Room and Grooming 1,052 s.f.  
 The Coaches' Locker Room shall contain 8 lockers at 36" wide x 36" deep x 7'-0" high each. Locate adjacent to Manager's Office. Provide private shower/toilet facilities.
17. New Manager's Office and Grooming 221 s.f.  
 The Manager's Office shall be sized to accommodate a desk and guest chairs for 2 to 3 people. The manager's private toilet room with shower and locker will be located in an enclosed space within the office, but separated from the office area.
18. New Manager and Coach's Conference Room 408 s.f.  
 Locate between the coaches' room and manager's office with doors directly into each space. Space shall be provided to seat 20 people. Counter shall be provided along one wall with space for magnetized and dry erase boards.
19. New Video Coaching Room 232 s.f.  
 Provide millwork for video equipment and space for 10 occupants. Provide special sound insulating treatment and dedicated cooling system. Provide ability for room to be divisible.
20. New Coach's Work Room 277 s.f.  
 Provide typical office finishes.

21.	New Doctor's Office	162 s.f.
	Provide base and upper cabinets, sink, and exam table.	
22.	New Clubhouse Staff Lockers	282 s.f.
	The staff locker room shall contain 10 lockers 18" wide x 24" deep x 7'-0" high. Provide spike proof carpeting.	
23.	New Auxiliary Locker Room	685 s.f.
	Provide spike proof carpet and basic finishes. No lockers are required. Provide 1 fixture toilet room.	
24.	New Auxiliary Locker Room Wet Area	513 s.f.
B.	Existing Visiting Team Clubhouse Improvements	2,470 gross s.f.
	Existing facilities will be remodeled. Improvements include new floor, wall, and ceiling finishes, and new lighting. Provide 45 new 30" x 30" x 7'-0" high wood lockers. Relocate mechanical room.	
C.	New Visiting Team Clubhouse Improvements	
1.	Storage Room	71 s.f.
2.	Manager Locker Room	187 s.f.
3.	Training Room	269 s.f.
4.	Coaches Locker Room	235 s.f.
5.	Manager and Coaches Shower	288 s.f.
D.	New Umpires' Locker Facilities	352 s.f.
	Locker room shall provide with 4 - 3'-6" x 3'-0" x 7'-0" high open faced wood lockers. Spike proof carpeting, painted walls, and lay in ceiling will be provided. An adjacent private shower and toilet room shall be constructed.	
VI.	SERVICE AND OPERATIONS FACILITIES IMPROVEMENTS	
A.	Ballpark -- Playing Field Maintenance Office	90 s.f.
	Provide new office space to house weather computer.	

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

B. Renovate Existing Dugout Toilets 100 s.f.  
Provide new finishes and fixtures. Provide new sump pump and backflow devices to prevent flooding that currently occurs.

C. Storage Areas

1. Tenant and General Storage 4,221 s.f.  
Unfinished space below the seating bowl will be modified for general and promotional storage. Provide new concrete slab, enclosure walls and HVAC system. Extend fire protection system per Code requirements. Provide new sub roof system.

2. New Concourse Level Storage 543 s.f.  
Provide room with minimal finishes.

D. Building Systems

Existing systems will be evaluated depending on how they affect the proposed work. Systems deemed to be in a poor state of repair or technically obsolete shall be replaced. Existing systems with satisfactory operation will remain unchanged.

1. Telecommunications Systems

Provide new phone, data, and voice wiring and in-wall devices to conform to current and anticipated technology requirements.

2. Security Systems

Provide new access control devices on doors as indicated on the plans. Provide a comprehensive security program for all areas of the Project and associated functions. Areas include administration, locker room and all public areas. Security for both event and non-event hours. System to include Security Management Systems; Access Control Systems; Closed-Circuit Television Systems; Alarm Monitoring Systems; and Intrusion Detection Systems.

3. Wi-Fi

Provide wireless internet capabilities throughout the ballpark and minor league clubhouse facility. Also include at the Promenade (palm court) for vendors.

4. Broadcast Interfacing.

Provide conduit and path between broadcast booths and broadcast trucks accommodating cabling. Cabling will be included as a project expense. Provide pedestals with electrical power to the broadcast trucks.

5. Sound System

Provide a new sound system to include: speakers, wiring, amplifiers, and control system. Provide capability for new system to integrate with new video board.

6. Video board

Provide new video board approximately 26'-3" wide by 19'-8" high. Provide new structural support and control system for video board. Provide upgraded electrical services as required.

7. Fire Protection and Alarm system

Provide updated fire protection and alarm system to meet current codes.

8. Sub Roof

Provide new metal sub roof throughout the underside of the existing seating bowl. Tie into drain system.

9. Scoreboard

Existing scoreboard will be relocated. Provide new foundations and extend services.

10. IPTV system

Provide internet protocol television system throughout. Raceway and cabling is provided for 75 locations. Headend, monitors and mounts are by the Owner.

11. New Playing Field

Infill existing ballpark playing field with new materials to conform to new layout mirroring Target Field. Extend drainage system and irrigation system. Provide new root zone, turf, warning track, and infield area as required.

12. New Backstop

Provide new replacement backstop and cabling system to match the existing design.

13. New Camera Pits

235 s.f.

Provide new camera pits at the end of each dugout for broadcast and still camera photography. Provide broadcast connection.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

**VII. ADMINISTRATIVE FACILITIES IMPROVEMENTS**

**A. Ballpark Operations/Technology Improvements**

1. New Main Communications Room 869 s.f.  
Provide room with minimal finishes and dedicated cooling system.
2. New Communications Closets (3@ 100 +/- s.f. each) 317 s.f.  
Provide throughout main concourse. Provide independent cooling for each closet and minimal finishes.
3. New Field Level Broadcast Room 143 s.f.  
Provide area with secured storage.

- B. New Major League Administration Offices (Suite Level) 1,989 s.f. Ten offices @ 120 s.f.  
Meeting/Conference room @ 195 s.f.  
Work Area @ 594 s.f.  
Provide coffee bar with sink and refrig

- C. New Minor League (Miracle) Administration Offices (Press Level) 1,905 s.f. Six offices @ 120 s.f.  
Open office @ 1,185 s.f.

- D. New Ballpark Ticketing 2,418 s.f.  
Reception area @ 970 s.f.  
One office @ 111 s.f.  
A general office area for six workstations @ 1,346 s.f.  
Storage room @ 182 s.f.  
Ticket Windows 8 @ 348 s.f. (Provide microphone, speaker system, and canopy over windows)  
Circulation  
Toilet @ 80 s.f.  
Vault Room @ 57 s.f.  
Work Room @ 166 s.f.  
Work Stations 2@ 64 s.f.  
Coffee Bar @ 67 s.f.  
Storage @ 53 s.f.



VIII. CIRCULATION IMPROVEMENTS

- A. New Main Concourse 12,648 s.f.  
Widen the existing concourse per the plans (min 24' to max of 40'). Areas with more space will be used for portables.  
Provide traffic toppling where concourse is over finished areas.
- B. New Suite Level Concourses Outdoor 1,673 s.f.  
The existing suite level concourse will receive new finishes to include flooring, wall treatment, ceilings, lighting, and controls.
- C. New Press Level Balcony Outdoor 1,350 s.f.  
Provide a new exterior balcony with protective railings at the press level.
- D. Vertical Circulation
1. New Elevators/Elevator Equipment Rooms/Stairs 7,256 s.f.  
Provide depending on the final design. Number, capacity and speed of the elevators will be determined based on the final design. 1 New Hydraulic Passenger in the existing shaft, 1 New Passenger in a new shaft, & 1 New Freight (as Add Alternate) in a new shaft. The existing elevator/stair tower and new passenger elevator/stair towers will be open air. A Limited Use Limited Access Lift (LULA) is planned for the main retail store.
2. New Dugout ADA or Stair Lifts.  
Provide depending on the final design one at both home and visitor dugouts.
- E. New Elevator Lobbies 1,409 s.f.  
Provide painted walls, lay in ceiling, and sheet flooring.
- F. Graphics  
Provide allowance for improvements to the existing signage. Separate graphics will be provided for the Academy.
- G. Advertising Signage  
Increase locations for branding/sponsorship opportunities where available. Provide new steel frame structure with aluminum panel graphics at left field boardwalk.

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

B. SPRING TRAINING REQUIREMENTS

I. TRAINING IMPROVEMENTS

A. New Major League Practice Field

The Major League practice field will have the following elements: 12" root zone, 15'-0" crushed brick warning track, the field dimensions will be configured to match Target Field with approximately 100,000 s.f. of turf, an under field drainage system will daylight to a retention area or dry well (if possible), high performance playing turf, 8'-0" outfield fence, 6'-0" fence down foul lines, backstop and 60'-0" wide x 40'-0" high batter's eye. The batter's eye will be constructed of a steel structure with sheet metal facing.

B. Existing Covered Batting Tunnel

The drainage system currently back up during extended periods of rain. Cap existing drain lines and provide new drainage to dedicated detention area.

C. New Agility Field and Warm Up Area

Provide new agility field and warm up area for the players. Agility field to have natural turf surface with no under drain system. Provide 45' x 180' incline area. Provide 30' x 12' high painted cmu block wall. Provide 75' x 30' 36" deep sand pit and sprint lanes at the warm up area.

D. New Major League Pitching Mounds

Provide 6 mounds with catching areas. Provide flat turfed areas between mounds and catching areas. Provide 8' high chain link fence behind catchers. Provide one 1 1/2 inch quick coupler centrally located for dressing the mounds.

II. PLAYER FACILITIES IMPROVEMENTS

A. Minor League Facilities

Existing facilities will be remodeled. Remove existing construction as required for new work. At remaining spaces provide new finishes, doors, hardware, lighting and switches. At existing locker room provide new wood lockers in addition to the improvements noted above. Total of 180 lockers.

1. New Hydrotherapy Room

1,078 s.f.

A separate, totally enclosed hydrotherapy room will be provided to accommodate 1 hot and 1 cold plunge pools and one exercise pool. 4 extremity tanks and a 500 pound water cooled pellet ice machine, (refrigerator/freezer, and a sanitary sink) will also be provided. Acrylic flooring will be installed in the hydrotherapy room with floor drains located

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

as required. A new sub grade service pit will be created with ladder access to both levels.

2. New Coaches' Locker Rooms (2 @ 450 sf ea) 900 s.f.  
Provide two rooms with approximately 14 - 30" x 30" coach's lockers around open space in center of room. Provide working counter or space for desk. Locate adjacent to Conference Room.

3. New Coach's Conference Room 387 s.f.  
Locate adjacent to the coaches' room with doors directly into each space. Space shall be provided to seat 35 people. Counter shall be provided along one wall with space for magnetized and dry erase boards.

4. New Coaches' Grooming Area 473 s.f.  
Shower room shall have approximately 8 showerheads. All showerheads will be surface mounted in stainless steel housing. Plastic laminate countertops with recessed bowl sinks, mirrors, water closets and urinals will be provided and shelves for holding grooming products will be provided. Acrylic flooring shall be installed throughout, sloped to drains. A hose bib for the cleanup of wet areas will be provided. In the drying areas outside of the shower room, stainless steel wire shelving for towel storage will be provided. No benches will be provided in the drying areas.

5. New Training Room 1,766 s.f.  
The Training Room shall contain space for seven treatment tables and a storage closet. Provide work counter islands with upper and lower cabinets and sink.

6. New Trainers Office 267 s.f.  
Provide office adjacent to the training room with views to the hydrotherapy room. Provide space for a desk with wired communications.

7. New Trainer's Locker Room 471 s.f.  
Provide 10 wood lockers with lockable storage. Provide spike-proof carpeting. Provide power receptacle in the back of each locker.

8. New Umpires' Locker Facilities 567 s.f.  
Locker room shall be provided with 6 - 3'-6" x 3'-0" open faced wood lockers. Spike proof carpeting, painted walls, and lay in ceiling will be provided. An adjacent private shower and toilet room shall be constructed.

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|--|-------------------|
| <p>9. New Strength and Conditioning Offices<br/>Provide 2 offices with counters along one wall.</p>  | <p>353 s.f.</p>   |
| <p>10. New General Storage<br/>Provide minimal finishes and no ceiling. Include wood shelving</p>  | <p>160 s.f.</p>   |
| <p>11. New Video Coaching Rooms (2 Rooms)<br/>Provide millwork for video equipment and space for 5 occupants. Provide special sound insulating treatment and dedicated cooling system if required. Provide ability for room to be divisible. Provide special lighting and electrical systems to accommodate the use.</p> | <p>455 s.f.</p>   |
| <p>12. New Flex Locker Room<br/>Provide 4- 30"x 30" lockers. Will serve female trainers and umpires.</p>   | <p>175 s.f.</p>   |
| <p>13. New Server Room<br/>Provide minimal finishes and dedicated cooling system.</p>  | <p>339 s.f.</p>   |
| <p>iii. ADMINISTRATION IMPROVEMENTS<br/>Provide the following new spaces:<br/>Individual Offices 6 @ 120 s.f. ea= 720 s.f.<br/>Large Offices 3 @ 175 s.f.= 575 s.f.<br/>Reception @ 465 s.f.<br/>Break Room @ 184 s.f.<br/>Circulation @ 444 s.f.<br/>Renovate existing toilets</p>                                      | <p>2,388 s.f.</p> |
- Note: Provide acoustical separation between weight room and adjacent spaces.

C. PLAYER ACADEMY REQUIREMENTS

I. HOUSING (WI-FI THROUGHOUT)

A. Guest Rooms (54 @ 360 s.f.) 19,440 s.f.

Guest rooms will be provided each housing 2 occupants. The level of construction and finish will be comparable to a college dormitory with an emphasis on durable materials. Each room will have a private shower and toilet area.

B. Suite Units (4 @ 498 s.f.) 1,992 s.f.

Each Suite unit will house one occupant and have a private shower and toilet area and small food prep area with refrigerator, oven/stove, cabinets and microwave. 3% of the living units to be accessible.

C. Lounge (2 @ 370 s.f.) 740 s.f.

Provide open space with areas for watching TV and playing video games. Provide one lounge at each floor with housing.

D. Housekeeping / Storage (1 per residential floor @ 130 s.f.) 260 s.f.

Provide basic finishes and shelving. Mop sink.

II. GROUP SPACES (WI FI THROUGHOUT)

A. Theater 4,350 s.f.

Provide a tiered upholstered lecture seating with tablet arms, theater accommodating 200 people. Provide fixed lecture type seating with swing up work surfaces, acoustic wall treatments, and full audio/visual capabilities. Provide extra wide seats and increased tread depth. Provide individual power at each desk/seat. In addition, provide the following support spaces:

1. Staff Room @ 385 s.f.
2. Audio Visual Room @ 204 s.f.
3. Storage @ 306 s.f.

B. Classroom 1,288 s.f.

Provide movable walls to divide the space. Provide acoustic wall treatments. Provide AV capabilities for presentations.

C. Large Multipurpose 1,701 s.f.

Provide AV capabilities for presentations.

- D. Small Multipurpose / Game 923 s.f.  
Provide AV capabilities for presentations. Coordinate electrical services for games.
- E. Conference Room 555 s.f.  
Provide AV capabilities for video conferencing.
- F. Laundry Facility 1,200 s.f.  
Provide area for washers and dryers. Provide soak sinks and office (approximately 180 s.f.) for laundry personnel and supervision. Provide lockable linen closet @ 100 s.f. Include 3 commercial washers and dryers.

### III. DINING REQUIREMENTS

- A. Dining Room 3,180 s.f.  
Dining room shall accommodate 200 people. Space shall have an abundance of natural light. Provide painted walls, lay in ceiling, and durable flooring. Also, provide a complete audio/visual system to allow for large meetings and presentations. In particular, provide a retractable screen and projection system along with sound distribution system. Provide salad bar and drink/condiment serving area.
- B. Dining Room Kitchen 1,960 s.f.  
Provide a fully functioning commercial kitchen capable of serving the adjacent dining room. Provide durable, washable surfaces appropriate for kitchen applications. Provide one office approximately 115 s.f. for the management staff.
- C. Dining Room Storage 505 s.f.  
Provide a storage room for housing tables, chairs and other equipment used in the dining room. Provide minimal finishes.

### IV. ADMINISTRATIVE FACILITIES

- A. Four Offices (208 s.f., 292 s.f., 292 s.f., 346 s.f.) 1,138 s.f.
- B. Study Rooms (3 @ 145 s.f.) 435 s.f.
- C. Toilets 425 s.f.  
Provide separate toilet facilities serving the lobby space.

D.	Copy/Supply	258 s.f.
	Provide dedicated electrical service for copier. Provide 8' long base and upper cabinets for storage of office supplies.	
E.	Centralized Facility Mail Room	212 s.f.
	Provide shelving/millwork to accommodate mail functions. Design to be similar to current mail slots which mirror post office boxes.	
F.	Large Storage	546 s.f.
	Provide basic finishes and shelving.	
G.	Small Storage	140 s.f.
	Provide basic finishes and shelving	
H.	Janitor Closet – First Floor	86 s.f.
	Provide basic finishes and shelving	
I.	Reception Area	1,684 s.f.
	Provide check in counter and desk wired for communications. Includes 235 s.f. store for convenience items for players.	
J.	Gazebo	500 s.f.
	Wood framed with concrete floor, provide lighting and ceiling fans. Locate adjacent to the lake.	
V.	ANCILLARY SPACE	
A.	Circulation	5,335 s.f.
B.	MEP	400 s.f.
C.	Vertical Circulation Stairs and Elevators	1,575 s.f.
	1. Passenger / Freight elevator	
	2. 2 exit stairs	

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LEE COUNTY SPORTS COMPLEX IMPROVEMENTS

EXHIBIT D

PROJECT BUDGET

	<u>Lee County</u>	<u>Twins</u>	<u>Total</u>
<b><u>Hammond Improvements</u></b>			
Site requirements & improvements	\$ 5,700,000		\$ 5,700,000
Spectator facilities improvements	6,500,000		6,500,000
Food service and retail facilities improvements	2,800,000		2,800,000
Press facilities improvements	700,000		700,000
Clubhouse facilities improvements	2,800,000		2,800,000
Service and operations facilities improvements	3,800,000		3,800,000
Administrative facilities improvements	1,100,000		1,100,000
Circulation improvements	<u>3,000,000</u>		<u>3,000,000</u>
Subtotal:	<u>\$26,400,000</u>		<u>\$ 26,400,000</u>
<b><u>Spring Training Requirements</u></b>			
Training improvements	\$1,100,000		\$1,100,000
Player facilities improvements	<u>2,500,000</u>		<u>2,500,000</u>
Subtotal:	<u>\$ 3,600,000</u>		<u>\$ 3,600,000</u>
<b><u>Player Academy Requirements</u></b>			
Player Academy (without Sleeping Rooms)	\$ 3,350,000		\$ 3,350,000
Sleeping Rooms		<u>\$ 3,850,000</u>	<u>3,850,000</u>
Subtotal:	<u>\$ 3,350,000</u>	<u>\$ 3,850,000</u>	<u>\$ 7,200,000</u>
<b><u>Program Budget Contingency</u></b>	<u>\$ 1,900,000</u>		<u>\$ 1,900,000</u>
<b><u>Project Soft Costs</u></b>	<u>\$ 7,250,000</u>		<u>\$ 7,250,000</u>
Permit and related fees			
Design consultants			
Testing and inspections			
Furniture, fixtures and equipment			
Other consultants			
Owner contingency			
Insurance			
Subtotal:	<u>\$ 7,250,000</u>		<u>\$ 7,250,000</u>
<b><u>TOTAL PROJECT BUDGET:</u></b>	<u>\$42,500,000</u>	<u>\$ 3,850,000</u>	<u>\$46,350,000</u>



**EXHIBIT E**

**BASIS FOR PROJECT FINANCING PLAN**

Project Financing Plan Exhibit Phase I (maximum available financing) Phase II (funding from through FY15)		Total Project Cost	
		FY13-14	FY14-15
<b>Sources and Uses</b>			
Par Amount	39,250,000	Phase I Funding	36,628,497
Premium	3,352,897	Phase II Funding	5,871,503
<b>Total</b>	<b>42,602,897</b>	<b>FY12-13</b>	<b>36,628,497</b>
			<b>1,957,168</b>
<b>Project Fund (Phase I)</b>	<b>36,628,497</b>	<b>Pay-as-you-go</b>	<b>1,957,168</b>
Capitalized Interest Through 30/1/2014	2,937,900	<b>Project Fund</b>	<b>40,542,852</b>
Debt Service Reserve Fund (DSRF)	2,590,250		
Cost of Issuance	250,000		
Underwriter's Discount	196,250		
<b>Total</b>	<b>42,602,897</b>		

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Stadium / Attractions Trust Fund - Sources and Uses of Funds:		Phase II Funding (Fund through FY15)	
	2012 Actual	2013 Actual	2014 Actual
<b>Sources of Funds:</b>			
Beginning Fund Balance	7,221,817	5,062,661	4,356,637
TOT Projected Revenues:	26,656,485	26,656,485	26,656,485
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	5,331,297	5,331,297	5,331,297
Investment Interest (0.70%)	30,000	30,000	30,000
RedSox Lease Receipts	37,500	37,500	37,500
County Match to RedSox Lease Receipts	37,500	37,500	37,500
Twins Capital Contribution Payment Receipts	20,000	20,000	20,000
County Match Twins Capital Contribution Payment	20,000	20,000	20,000
RedSox Rental Receipts	500,000	500,000	500,000
Twins Rental Receipts	300,000	300,000	300,000
JetBlue Receipts	150,000	150,000	150,000
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000
<b>Sources of Funds - Subtotal</b>	<b>6,497,587</b>	<b>7,380,389</b>	<b>7,380,389</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:			
Series 2004 (Twins)	808,710	813,910	810,781
Series 2010 (RedSox)	1,408,863	3,031,883	3,094,933
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)			979,300
Senior Lien Debt Service - Subtotal	2,217,573	3,845,793	4,885,014
Total Senior Lien Debt Service:	2,217,573	3,845,793	4,885,014
Subordinate Expenses:			
Major Maintenance Expenses (re-structured & deferred to FY19)	1,133,127	896,003	-
Major Maintenance Associated with Jet Blue Contribution	150,000	150,000	150,000
Supplemental Internal Loan Repayment (RedSox Contract)	577,903	584,489	575,893
Supplemental Internal Loan Repayment (Twins Land Purchase)	8,500	727,619	725,714
Stadium Insurance	140,000	140,959	280,519
Three Parks Positions	140,000	140,000	-
Stadium R & R	100,000	100,000	115,000
Subordinate Expenses - Subtotal	2,090,530	2,739,070	1,847,126
Total Expenditures:	4,317,103	6,584,863	6,732,140
Phase II Funding (priority sinking fund)			1,957,168
Cumulative Phase II Funding (sinking fund)			1,957,168
Ending Fund Balance	7,380,383	7,221,817	5,871,505

Stadium / Attractors Trust Fund - Sources and Uses of Funds:									
Project Financing Plan Exhibit									
Phase I (maximum available funds) Phase II (financing fund through EITL)									
	2015	2016	2017	2018	2019	2020	2021	2022	2023
<b>Sources of Funds:</b>									
Beginning Fund Balance		2,879,602	2,878,101	2,879,602	2,880,811	2,882,382			
TDT Projected Revenues:									
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	26,929,050	27,461,511	28,010,741	28,010,741	28,570,956	29,142,375			
Investment Interest (0.70%)	5,384,510	5,492,302	5,602,148	5,602,148	5,714,191	5,828,475			
RedSox Lease Receipts	37,500	38,372	39,140	39,140	39,923	40,721			
County Match to RedSox Lease Receipts	37,500	62,500	62,500	62,500	62,500	62,500			
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000	60,000	60,000	60,000			
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000	60,000			
RedSox Rental Receipts	500,000	515,000	515,000	515,000	515,000	515,000			
Twins Rental Receipts	500,000	500,000	500,000	500,000	500,000	515,000			
Petbike Receipts	150,000	150,000	150,000	150,000	150,000	150,000			
State \$712.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000	500,000			
<b>Subtotal</b>	<b>7,267,230</b>	<b>7,440,574</b>	<b>7,551,288</b>	<b>7,551,288</b>	<b>7,664,134</b>	<b>7,644,198</b>			
<b>Total Sources of Funds (Including Fund Balance)</b>	<b>10,430,857</b>	<b>10,318,776</b>	<b>10,430,890</b>	<b>10,430,890</b>	<b>10,544,924</b>	<b>10,528,578</b>			
<b>Uses of Funds (Senior Lien):</b>									
Senior Lien Debt Service:									
Series 2004 (Twins)	806,031	810,758							
Series 2010 (RedSox)	3,167,433	3,237,533	4,134,806	4,202,441	4,274,417	4,348,417			
Proposed Series 2012 (Twins) - Net of Capd (through 10/1/14)	2,012,500	2,108,500	2,126,600	2,084,375	1,979,635	1,979,635			
Senior Lien Debt Service - Subtotal	5,985,964	6,156,791	6,261,406	6,286,816	6,254,042	6,254,042			
<b>Total Senior Lien Debt Service</b>	<b>5,985,964</b>	<b>6,156,791</b>	<b>6,261,406</b>	<b>6,286,816</b>	<b>6,254,042</b>	<b>6,254,042</b>			
<b>Subordinate Expenses:</b>									
Major Maintenance Expenses (re-structured & deferred to FY19)					910,000	1,070,000			
Major Maintenance Associated with Jet Blue Contribution	150,000	150,000	150,000	150,000	150,000	150,000			
Supplemental Internal Loan Repayment (RedSox Contract)									
Supplemental Internal Loan Repayment (Twins Land Purchase)	772,857	720,000	717,143	717,143	717,143	717,143			
Stadium Insurance	289,535	297,603	306,531	306,531	315,727	320,000			
Three Paris Positions									
Stadium R & R	115,000	115,000	115,000	115,000	115,000	115,000			
<b>Subordinate Expenses - Subtotal</b>	<b>1,276,792</b>	<b>1,282,603</b>	<b>1,288,674</b>	<b>1,288,674</b>	<b>1,375,727</b>	<b>1,390,000</b>			
<b>Total Expenditures</b>	<b>7,262,756</b>	<b>7,439,394</b>	<b>7,550,080</b>	<b>7,550,080</b>	<b>7,662,542</b>	<b>7,644,042</b>			
<b>Phase II Funding (priority sinking fund)</b>									
<b>Cumulative Phase II Funding (sinking fund)</b>									
<b>Ending Fund Balance</b>		<b>2,878,101</b>	<b>2,879,602</b>	<b>2,880,811</b>	<b>2,882,382</b>	<b>2,882,516</b>			

Stadium / Attractions Trust Fund - Sources and Uses of Funds:			
Project Funding Plan Exhibit			
Phase I (maximum available) - Funding: Phase II (sinking fund through FY15)			
	9/1/12	9/1/13	9/1/14
<b>Sources of Funds:</b>			
Beginning Fund Balance	2,882,536	2,885,837	2,888,882
TOT Projected Revenues:	29,725,223	30,319,727	30,926,121
1/5th TOT Revenues (Ord. No. 09-01 20% Allocation)	5,945,045	6,063,945	6,185,224
Investment Interest (0.70%)	41,535	42,366	43,215
RedSox Lease Receipts	62,500	175,000	175,000
County Match to RedSox Lease Receipts	62,500	175,000	175,000
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000
RedSox Rental Receipts	515,000	530,450	530,450
Twins Rental Receipts	515,000	515,000	515,000
JetBlue Receipts	-	-	-
State §212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000
<b>Sources of Funds - Subtotal</b>	<b>7,761,580</b>	<b>8,121,761</b>	<b>8,243,888</b>
<b>Total Sources of Funds (INCLUDING FUND BALANCE)</b>	<b>10,644,116</b>	<b>11,007,596</b>	<b>11,132,756</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:	-	-	-
Series 2004 (Twins)	-	-	-
Series 2010 (RedSox)	-	-	-
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	4,346,404	4,432,733	4,585,997
Senior Lien Debt Service - Subtotal	1,996,875	2,252,000	2,181,875
<b>Total Senior Lien Debt Service</b>	<b>6,343,279</b>	<b>6,684,733</b>	<b>6,767,872</b>
<b>Subordinate Expenses:</b>	<b>6,343,279</b>	<b>6,684,733</b>	<b>6,767,872</b>
Major Maintenance Expenses (re-structured & deferred to FY19)	1,090,000	1,110,000	1,150,000
Major Maintenance Associated with Jet Blue Contribution	-	-	-
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-
Supplemental Internal Loan Repayment (Twins Land Purchase)	-	-	-
Stadium Insurance	325,000	325,000	325,000
Three Parks Positions	-	-	-
Stadium R & R	-	-	-
<b>Subordinate Expenses - Subtotal</b>	<b>1,415,000</b>	<b>1,435,000</b>	<b>1,475,000</b>
<b>Total Expenditures</b>	<b>7,758,279</b>	<b>8,119,733</b>	<b>8,242,872</b>
<b>Phase II Funding (priority sinking fund)</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Cumulative Phase II Funding (sinking fund)</b>	<b>2,885,837</b>	<b>2,887,866</b>	<b>2,888,882</b>
<b>Ending Fund Balance</b>	<b>2,885,837</b>	<b>2,887,866</b>	<b>2,888,882</b>

Stadium / Instructions: Trust Fund - Sources and Uses of Funds:			
Project Financing Plan Exhibit			
Phase I (minimum avbl. funding) Phase II (sinking fund through FY14)			
	4/1/12	4/1/13	4/1/14
<b>Sources of Funds:</b>			
Beginning Fund Balance	2,894,174	2,894,232	2,897,987
TDT Projected Revenues:	32,819,048	33,475,428	34,144,937
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	6,563,810	6,695,086	6,829,987
Investment Interest (0.70%)	45,858	46,776	47,713
RedSox Lease Receipts	175,000	175,000	175,000
County Match to RedSox Lease Receipts	175,000	175,000	175,000
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000
RedSox Rental Receipts	530,450	546,364	546,364
Twins Rental Receipts	530,450	530,450	530,450
JetBlue Receipts			
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000
<b>Subtotal of Funds</b>	<b>8,640,568</b>	<b>8,788,675</b>	<b>9,061,046</b>
<b>Total Sources of Funds (INCLUDING FUND BALANCE)</b>	<b>11,531,337</b>	<b>11,682,649</b>	<b>11,956,745</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:			
Series 2004 (Twins)			
Series 2010 (RedSox)	4,823,289	4,916,241	5,081,633
Proposed Series 2012 (Twins) - Net of Caps (through 10/1/14)	2,279,875	2,307,375	2,337,250
Senior Lien Debt Service - Subtotal	7,103,164	7,223,616	7,418,883
Total Senior Lien Debt Service	7,103,164	7,223,616	7,418,883
<b>Subordinate Expenses:</b>			
Major Maintenance Expenses (re-structured & deferred to FY15)	1,210,000	1,240,000	1,280,000
Major Maintenance Associated with Jet Blue Contribution			
Supplemental Internal Loan Repayment (RedSox Contract)			
Supplemental Internal Loan Repayment (Twins Land Purchase)			
Stadium Insurance	325,000	325,000	325,000
Three Paris Positions			
Stadium R & R			
Subordinate Expenses - Subtotal:	1,535,000	1,565,000	1,605,000
Total Expenditures	8,638,164	8,788,616	9,023,883
Phase II Funding (priority sinking fund)			
Cumulative Phase II Funding (sinking fund)	2,894,174	2,894,232	2,897,987
Ending Fund Balance			2,900,500

Stadium / Attractions Trust Fund - Sources and Uses of Funds:				
Project Financing Plan Exhibit				
Phase I (Maximum avail. funding) Phase II (shinking fund through FY15)				
	2010	2011	2012	2013
<b>Sources of Funds:</b>				
Beginning Fund Balance	2,904,390	2,907,735	2,911,948	2,916,734
<b>TDT Projected Revenues:</b>				
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	36,234,980	36,959,578	37,698,770	38,452,745
Investment Interest (0.70%)	7,246,976	7,391,916	7,539,754	7,690,549
RedSox Lease Receipts	50,631	51,644	52,677	53,730
County Match to RedSox Lease Receipts	175,000	100,000	100,000	100,000
Twins Capital Contribution Payment Receipts	175,000	100,000	100,000	100,000
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000
RedSox Rental Receipts	60,000	60,000	60,000	60,000
Twins Rental Receipts	546,364	562,755	562,755	562,755
JetBlue Receipts	546,364	546,364	546,364	546,364
State 5/21/20 sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000
<b>Subtotal of Funds - Subtotal</b>	<b>43,360,335</b>	<b>43,727,678</b>	<b>44,151,497</b>	<b>44,521,998</b>
<b>Total Sources of Funds (including FUND BALANCE)</b>	<b>46,260,835</b>	<b>47,455,356</b>	<b>47,303,445</b>	<b>47,443,996</b>
<b>Uses of Funds (Senior Lien):</b>				
Senior Lien Debt Service:				
Series 2004 (Twins)				
Series 2010 (RedSox)	5,254,571	5,357,583	5,392,086	5,485,362
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	2,456,875	2,386,750	2,440,250	2,478,250
Senior Lien Debt Service - Subtotal	7,711,446	7,694,333	7,832,336	7,963,612
<b>Total Senior Lien Debt Service</b>	<b>7,711,446</b>	<b>7,694,333</b>	<b>7,832,336</b>	<b>7,963,612</b>
<b>Subordinate Expenses:</b>				
Major Maintenance Expenses (re-structured & deferred to FY19)	1,370,000	1,350,000	1,360,000	1,380,000
Major Maintenance Associated with Jet Blue Contribution				
Supplemental Internal Loan Repayment (RedSox Contract)				
Supplemental Internal Loan Repayment (Twins Land Purchase)				
Stadium Insurance	325,000	325,000	325,000	325,000
Three Parks Positions				
Stadium R & R				
<b>Subordinate Expenses - Subtotal</b>	<b>1,695,000</b>	<b>1,675,000</b>	<b>1,685,000</b>	<b>1,705,000</b>
<b>Total Expenditures</b>	<b>9,406,446</b>	<b>9,369,333</b>	<b>9,517,336</b>	<b>9,668,612</b>
<b>Phase II Funding (priority striking fund)</b>				
Cumulative Phase II Funding (shinking fund)	2,904,390	2,907,735	2,911,948	2,916,734
<b>Ending Fund Balance</b>				<b>2,920,076</b>

Stadium / Attractions Trust Fund - Sources and Uses of Funds									
Project Financing Plan Exhibit									
Phase II (linking fund through FY15)									
	07/01/10	07/01/11	07/01/12	07/01/13	07/01/14	07/01/15	07/01/16	07/01/17	07/01/18
<b>Sources of Funds:</b>									
Beginning Fund Balance	2,920,076	2,924,082	2,927,586	2,928,902	2,933,733				
TOT Projected Revenues:									
1/5th TDT Revenues (Ord. No. 09-01.20% Allocation)	40,006,236	40,806,361	41,622,488	42,454,987	43,304,036				
Investment Interest (0.70%)	8,001,247	8,161,272	8,324,498	8,490,987	8,660,807				
RedSox Lease Receipts	55,901	57,019	58,160	59,323	60,509				
County Match to RedSox Lease Receipts	100,000	100,000	100,000	100,000	100,000				
Twins Capital Contribution Payment Receipts	100,000	100,000	100,000	100,000	100,000				
County Match Twins Capital Contribution Payment	60,000	60,000	60,000	60,000	60,000				
RedSox Rental Receipts	562,755	579,638	579,638	579,638	579,638				
Twins Rental Receipts	562,754	562,754	562,754	562,754	562,754				
JetBlue Receipts									
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	500,000	500,000	500,000				
<b>Total Sources of Funds (including Fund Balance)</b>	<b>10,002,658</b>	<b>10,310,683</b>	<b>10,245,050</b>	<b>10,312,703</b>	<b>10,600,591</b>				
<b>Uses of Funds (Senior Lien):</b>									
Senior Lien Debt Service:									
Series 2004 (Twins)									
Series 2010 (RedSox)									
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	5,678,277	5,787,679	5,892,484	5,958,122	6,064,247				
Senior Lien Debt Service - Subtotal	2,565,375	2,614,500	2,546,250	2,624,750	2,686,500				
Total Senior Lien Debt Service	8,243,652	8,402,179	8,438,734	8,582,872	8,750,747				
Subordinate Expenses:									
Major Maintenance Expenses (re-structured & deferred to FY19)	1,490,000	1,450,000	1,480,000	1,500,000	1,520,000				
Major Maintenance Associated with Jet Blue Contribution									
Supplemental Internal Loan Repayment (RedSox Contract)									
Supplemental Internal Loan Repayment (Twins Land Purchase)									
Stadium Insurance	325,000	325,000	325,000	325,000	325,000				
Three Parks Positions									
Stadium R & R									
Subordinate Expenses - Subtotal	1,755,000	1,775,000	1,805,000	1,825,000	1,845,000				
Total Expenditures	9,998,652	10,177,179	10,243,734	10,407,872	10,595,747				
Phase II Funding (priority sinking fund)									
Cumulative Phase II Funding (linking fund)									
Ending Fund Balance	2,924,082	2,927,586	2,928,902	2,933,733	2,938,577				

Stadium / Attractions Trust Fund - Sources and Uses of Funds:			
Project Financing Plan Exhibit			
Phase I (maximum available) Phase II (ending fund through FY15)			
	9/30/14	9/30/15	9/30/16
<b>Sources of Funds:</b>			
Beginning Fund Balance	2,938,577	2,941,112	2,945,422
TOT Projected Revenues:	44,170,117	45,055,519	45,954,590
1/5th TDT Revenues (Ord. No. 09-01 20% Allocation)	8,834,023	9,010,704	9,190,918
Investment Interest (0.70%)	61,719	61,719	61,719
RedSox Lease Receipts	-	-	-
County Match to RedSox Lease Receipts	60,000	60,000	60,000
Twins Capital Contribution Payment Receipts	60,000	60,000	60,000
County March Twins Capital Contribution Payment	579,638	-	-
RedSox Rental Receipts	579,637	-	-
Twins Rental Receipts	579,637	579,637	579,637
JetBlue Receipts	-	-	-
State \$212.20 Sales Tax Rebate Grant Receipts	500,000	500,000	-
<b>Sources of Funds - Subtotal</b>	<b>10,675,018</b>	<b>10,721,060</b>	<b>9,952,274</b>
<b>Total Sources of Funds (INCLUDING FUND BALANCE)</b>	<b>13,613,595</b>	<b>13,621,312</b>	<b>12,897,696</b>
<b>Uses of Funds (Senior Lien):</b>			
Senior Lien Debt Service:			
Series 2004 (Twins)	-	-	-
Series 2010 (RedSox)	6,167,858	-	-
Proposed Series 2012 (Twins) - Net of Capl (through 10/1/14)	2,629,625	8,392,750	8,074,875
Senior Lien Debt Service - Subtotal	8,797,483	8,392,750	8,074,875
<b>Total Senior Lien Debt Service</b>	<b>8,797,483</b>	<b>8,392,750</b>	<b>8,074,875</b>
<b>Subordinate Expenses:</b>			
Major Maintenance Expenses (re-structured & deferred to FY19)	1,550,000	1,550,000	1,550,000
Major Maintenance Associated with Jet Blue Contribution	-	-	-
Supplemental Internal Loan Repayment (RedSox Contract)	-	-	-
Supplemental Internal Loan Repayment (Twins Land Purchase)	-	-	-
Stadium Insurance	325,000	325,000	325,000
Three Parks Positions	-	-	-
Stadium R & R	-	-	-
<b>Subordinate Expenses - Subtotal</b>	<b>1,875,000</b>	<b>1,875,000</b>	<b>1,875,000</b>
<b>Total Expenditures</b>	<b>10,672,483</b>	<b>10,267,750</b>	<b>9,949,875</b>
Phase II Funding (priority sinking fund)	-	-	-
<b>Cumulative Phase II Funding (sinking fund)</b>	<b>2,941,112</b>	<b>2,945,422</b>	<b>2,947,821</b>
<b>Ending Fund Balance</b>	<b>2,941,112</b>	<b>2,945,422</b>	<b>2,952,599</b>



**AMENDED AND RESTATED  
2012 STADIUM LEASE AGREEMENT  
BETWEEN  
LEE COUNTY  
AND  
MINNESOTA TWINS, LLC**

**DATE: NOVEMBER 6, 2012**

**(Original Date: June 18, 2012)**

## TABLE OF CONTENTS

	Page
1. TERM .....	3
(A) Right of First Refusal – Minor League .....	3
(B) Minor League Transactions .....	4
(C) More Favorable Provisions .....	5
2. LEASED PREMISES .....	5
(A) Major League Stadium and Minor League Complex .....	5
(B) Exclusive Use During Spring Training by the Club .....	5
(C) Exclusive Baseball Activities .....	5
(D) Exclusive Use Areas Outside of Spring Training by the Club .....	6
(E) Non-Baseball Events .....	6
(F) Professional Baseball Use .....	6
(G) Quiet Enjoyment .....	7
3. TICKET SALES .....	7
(A) Ticket Sales from Gross Revenues .....	7
(B) County Allocation .....	7
4. PARKING .....	8
(A) Parking Spaces and Accommodations .....	8
(B) Club Retained Revenue .....	8
(C) Parking Management .....	8
5. CONCESSIONS .....	8
(A) Consultation and Club Concession Revenues .....	8
(B) Certain Concessions .....	9
(C) Costs and Expenses of Concession Operations .....	9
(D) Concessions for Non-Club Events .....	9
(E) County Sale/License of Novelty Items .....	9
(F) Concession Equipment .....	10
(G) Health and Quality Standards .....	10
6. MESSAGE CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS .....	10
(A) Club Sale of Rights and Licenses .....	10
(B) Limitation on Hotel Advertising and Promotion .....	10
(C) County Events Advertising .....	11
(D) Cooperation for Permits and Licensing .....	11

**TABLE OF CONTENTS**  
(continued)

		Page
7.	<b>NAMING RIGHTS</b> .....	11
	(A) Grant and Limitation.....	11
	(B) Naming Rights Guidelines.....	11
	(C) County Use of Names.....	12
	(D) Intellectual Property Rights.....	12
	(E) County Option to Release Hammond Naming Rights.....	13
8.	<b>LEASE PAYMENTS</b> .....	14
9.	<b>FANTASY CAMPS</b> .....	14
	(A) Use of Leased Premises.....	14
	(B) County Authorized Use and Camps.....	14
10.	<b>BROADCASTING</b> .....	14
11.	<b>GAMES PLAYED</b> .....	15
12.	<b>OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS</b> .....	15
	(A) Operating Maintenance.....	15
	(B) Capital Improvements.....	16
13.	<b>EQUIPMENT</b> .....	18
14.	<b>TOURIST PROMOTION</b> .....	18
	(A) Yearly Plan.....	18
	(B) Club Broadcasts.....	18
	(C) Target Field Advertising.....	19
	(D) Spring Training Advertising.....	20
	(E) County Promotion of Club.....	20
15.	<b>SERVICES AND PERSONNEL</b> .....	21
	(A) Club Operating Personnel.....	21
	(B) Fire Protection.....	21
	(C) Security.....	21
	(D) Traffic Control.....	21
16.	<b>VIOLATION OF LAWS</b> .....	21
	(A) Club Compliance with Tax Laws.....	21
	(B) Club Legal Compliance.....	22
17.	<b>CLUB ALTERATIONS AND PROPERTY RIGHTS</b> .....	22
	(A) Alterations and Repairs.....	22
	(B) Return of Property.....	22

## TABLE OF CONTENTS

(continued)

		Page
	(C) Inspection of Leased Premises .....	22
18.	UTILITIES .....	23
19.	USE .....	23
	(A) Standards and Rights of Use .....	23
	(B) Spring Training Schedule .....	23
	(C) County Use of Leased Premises .....	24
	(D) Club Consent to Certain County Uses .....	24
	(E) County Promotion of Club .....	24
20.	OPERATIONS .....	24
21.	ASSIGNMENT/SUBLEASE .....	24
22.	TAXES .....	25
23.	HOLD HARMLESS/INSURANCE .....	25
	(A) Hold Harmless by County .....	25
	(B) Hold Harmless by Club .....	25
	(C) Insurance .....	26
	(D) Waiver of Subrogation .....	27
24.	DISPUTES .....	28
25.	SUSPENSION OF PLAY .....	28
26.	PROMOTION .....	28
27.	NOTICES .....	29
28.	PERMITS .....	30
29.	TERMINATION AND REMEDIES .....	30
	(A) County Termination of Lease .....	30
	(B) County Remedies Upon Termination .....	31
	(C) Club Termination of Lease .....	31
	(D) Limitation on Right to Terminate .....	32
	(E) Disposition of Capital Improvement Fund on Termination .....	32
	(F) Rights Cumulative .....	32
30.	FIRE OR OTHER CASUALTY .....	32
	(A) Casualty Insurance and Termination by Club .....	32
	(B) Restoration of Leased Premises .....	33
	(C) Prompt Repair and Rebuilding .....	33
	(D) Temporary Facilities .....	33

**TABLE OF CONTENTS**  
(continued)

	Page
(E) Effect on Obligations .....	33
31. STATE OF FLORIDA ECONOMIC DEVELOPMENT FUNDS .....	33
(A) Reimbursement Covenant .....	33
(B) Effect of County Default .....	34
(C) County Reporting Obligations Upon Termination .....	34
32. GENERAL PROVISIONS .....	34
(A) Assignment .....	34
(B) Deliveries .....	34
(C) Remedies Cumulative .....	35
(D) Entire Agreement .....	35
(E) Representations .....	35
(F) Severability .....	35
(G) Governing Document .....	36
(H) Major League Baseball .....	36
(I) Survival .....	36
(J) Radon Gas .....	36
(K) No Third Party Beneficiaries .....	36
33. DEFINITIONS .....	37
EXHIBIT A STADIUM LAND AREA .....	A-1
EXHIBIT B CLUBS EXCLUSIVE USE AREAS .....	B-1
EXHIBIT C ESCROW AGREEMENT .....	C-1
EXHIBIT D SPRING TRAINING DEVELOPMENT AGREEMENT .....	D-1
EXHIBIT E SCHEDULE OF BASE ANNUAL RENT PAYMENTS .....	E-1
EXHIBIT F CAPITAL IMPROVEMENT FUND .....	F-1

## AMENDED AND RESTATED 2012 STADIUM LEASE AGREEMENT

**THIS AMENDED AND RESTATED 2012 STADIUM LEASE AGREEMENT** (this "Lease"), is made and entered into on this 6th day of November, 2012 (the "Signature Date") by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, (the "County"), and **MINNESOTA TWINS, L.L.C.**, a Delaware limited liability company (f/k/a Minnesota Twins, a Minnesota general partnership) (the "Club") (collectively, the County and the Club are referred to herein as the "Parties" and individually, each a "Party").

### PREAMBLE RECITALS

**WHEREAS**, the Club and the County entered into that certain Stadium Lease Agreement dated May 25, 1989 (the "Original Agreement Date"), for the lease of the Leased Premises, including, without limitation, the Lee County Sports Complex, a Major League Baseball Spring Training (defined below) and Minor League baseball facility in Lee County, Florida (the "Original Agreement"), for a period of twenty (20) years commencing with the calendar year 1991, inclusive; and

**WHEREAS**, the Club and the County amended and restated the Original Agreement pursuant to that certain Amended and Restated Stadium Lease Agreement dated August 3, 2004 (the "Amendment Date"), for the purposes of, among other things, (i) reflecting the Parties' then current course of business dealings, and (ii) to establish an ongoing relationship between the Club and the County for an extended lease term that terminates (subject to renewals) upon the completion of the Club's 2020 Spring Training season (the "Amended Agreement"); and

**WHEREAS**, the Amended Agreement provides that the County and Club will meet on a periodic basis to review the design, specifications, quality and other attributes of the Stadium Complex (as defined below) in comparison to all Major League Baseball Spring Training stadiums recently constructed or renovated; and

**WHEREAS**, the County and the Club met to discuss the improvements and/or expansion necessary for the Stadium Complex to be brought to current Major League Baseball Spring Training standards and the County has engaged a consultant for such purpose, which consultant issued its report on June 4, 2012; and

**WHEREAS**, the County and the Club entered into that certain Conditional Lease Agreement dated June 19, 2012 (the "Conditional Agreement") pursuant to which, among other things, the County and the Club conditionally agreed upon an extended lease of the Leased Premises, subject to termination under certain conditions, including, without limitation, the failure to execute and deliver a Spring Training Development Agreement (as defined below) and this Lease on or before February 1, 2013; and

**WHEREAS**, this Lease amends and restates the Conditional Agreement in its entirety and is named "Amended and Restated 2012 Stadium Lease Agreement"; and

**WHEREAS**, the County and the Club shall concurrently execute and deliver the Spring Training Development Agreement with this Lease for implementation of agreed upon improvements and expansion of the Leased Premises based upon the findings and recommendations by the consultant, and as set forth in the Spring Training Development Agreement, which Spring Training Development Agreement must be executed, delivered by, and legally binding upon, each of the Parties hereto for this Lease to be valid, enforceable and legally binding; and

**WHEREAS**, the (i) Original Agreement is in full force and effect as of the Original Agreement Date, and remains effective and enforceable through the Amendment Date, and (ii) the Amended Agreement is in full force and effect as of the Amendment Date, and is and shall be effective and enforceable through the Commencement Date, if such date occurs; and

**WHEREAS**, if the Commencement Date does not occur, the terms of the Amended Agreement shall govern the Parties through the remainder of the "Term" and any "Renewal Terms," as each of those terms are defined in the Amended Agreement; and this Lease will be deemed void, with no further force or effect; and

**WHEREAS**, if the Commencement Date does occur, the terms of this Lease shall govern all of the rights and obligations of the Parties from and after the Commencement Date and the Amended Agreement shall terminate; and

**WHEREAS**, the Club and the County have continuously performed under the terms of the Original Agreement, the Amended Agreement and the Conditional Agreement, respectively, from the Original Agreement Date to the date hereof; and

**WHEREAS**, the Lee County Sports Complex has served, and will continue to serve, the public purpose of promoting tourism, gainful employment and economic growth within Lee County, Florida and the State of Florida; and

**WHEREAS**, the Club and the County desire to amend and restate the Amended Agreement for the purpose of, among other things, establishing the basis for the on-going relationship between the Club and the County for an extended lease term that terminates upon the completion of the calendar year of the Club's Spring Training season thirty (30) years following the Commencement Date, subject to completion of the requirements of the Spring Training Development Agreement and achievement of the Commencement Date; and

**WHEREAS**, the County (i) had the authority to enter into the Original Agreement and the Amended Agreement, and (ii) has the authority to enter into this amendment and restatement to the Amended Agreement, as provided by the Lee County Charter and relevant provisions of Florida law; and

**WHEREAS**, the County anticipates receipt of the award by the State of Florida certain State Development Funds (as defined below) as contemplated by Florida law for the purpose of the design and construction of the County Capital Improvements described in the Spring Training Development Agreement and Section 12(B)(5) of this Lease;

**NOW, THEREFORE**, in consideration of the Preamble Recitals above, each of which is incorporated by reference herein as an essential term hereof, the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, **THE PARTIES HERETO AGREE AS FOLLOWS:**

### AGREEMENT

I. **TERM** Pursuant to the Original Agreement, the Amended Agreement and the Conditional Agreement, the Club has, beginning with the 1991 Major League Baseball Spring Training season, engaged in Major League Baseball Spring Training exclusively at the Lee County Sports Complex at and in the "Leased Premises," as respectively defined in those agreements. This Lease amends and restates the Conditional Agreement in its entirety. This Lease shall become effective on the Signature Date and the "Term" (as defined below) of this Lease shall commence on the Commencement Date. The "Commencement Date" is defined as the date on which the County delivers to the Club the final official certificate of occupancy (or its equivalent under applicable law or regulation) which is issued by the County (or other applicable governmental or regulatory authority) after construction and/or implementation of the entirety of the requirements set forth in the Spring Training Development Agreement (set forth as Exhibit D) entitling the Club to occupy and enjoy the full beneficial use of the full Leased Premises and all appurtenances thereof for its intended purposes. Between the Signature Date and the Commencement Date, this Lease shall be held in escrow in accordance with the terms of the escrow agreement attached hereto as Exhibit C (the "Escrow Agreement"), and the terms of the Amended Agreement shall remain in full force and effect. From and after the Commencement Date, the Club shall enjoy the full beneficial occupancy of the Leased Premises under the terms of this Lease and this Lease shall amend and restate the Amended Agreement and continue without interruption for a period of thirty (30) continuous years from and after the Commencement Date (the "Term") (except as may be provided for otherwise herein). This Lease may be extended at the option of the Club for two (2) separate, but consecutive, periods of ten (10) years each (each, a "Renewal Term" and, collectively, the "Renewal Terms"). In order to exercise (i) the first ten (10) year Renewal Term, the Club must provide written notice to the County of such option exercise at least one (1) year prior to expiration of the Term, and (ii) the second ten (10) year Renewal Term, the Club (A) must have exercised the first ten (10) year Renewal Term, and (B) must provide written notice to the County of such option at least one (1) year prior to the expiration of the first Renewal Term.

(A) **Right of First Refusal - Minor League.** The Club shall also have the right of first refusal to use the Leased Premises for all Minor League play (beyond that contemplated hereby) exercisable upon six (6) months prior written notice to the County. Any Minor League use (outside of the permissible uses by the Club hereunder) between April 15 and December 31 of any calendar year shall be covered by a separate agreement made between the Parties, which agreement shall include substantially the same basic terms and conditions as set forth herein. The Parties shall endeavor in good faith using commercially reasonable efforts to maintain a recognized Minor League franchise for the Leased Premises. In the



event that (i) the Club does not at any time during the Term or any Renewal Term maintain a recognized Minor League franchise for the Leased Premises, and (ii) the County intends to enter into an agreement with any third party for the use of all or any portion of the Leased Premises for such a Minor League franchise, the County shall notify the Club in a writing which specifies in reasonable detail the terms and conditions upon which the County intends to provide the Leased Premises to such third party no later than eighteen (18) months prior to the intended effective date of such agreement, then the Club shall have six (6) months from the date of such notice from the County to elect to bring a Minor League franchise affiliated with the Club to the Leased Premises. No later than the expiration of such six (6) month period, the Club shall notify the County in writing of either (i) its consent to the use of the Leased Premises by such third party, or (ii) its exercise of the right of first refusal pursuant to this Section 1(A) of this Lease. Notwithstanding anything to the contrary contained in this Lease, in no event may the County permit the use of the Leased Premises by a third party Minor League franchise under this Section 1(A) either (a) in any manner that interferes with the exclusive rights granted to the Club under this Lease, or (b) on any term or condition more favorable to such third party than is provided to the Club under this Lease, unless such term or condition is provided by the County to the Club.

(B) Minor League Transactions. Notwithstanding any contrary terms or conditions set forth in this Lease, the County shall not enter into any transaction or agreement, and shall not participate directly or indirectly in any transaction or agreement, or explicitly or implicitly consent with respect to any transaction or agreement, which contemplates as a party or as a direct or indirect beneficiary any Minor League team that is during the Term or any Renewal Term either: (a) a Minor League contractual affiliate of the Club, or (b) a Minor League team with exclusive Minor League territorial rights within Lee County, which includes the Lee County Sports Complex (or any successor name that generally describes the Leased Premises), to play Minor League baseball in any capacity to the exclusion of any other Minor League baseball team that is an affiliate of the Club (or its successor in interest to the Leased Premises), unless either:

(i) the Club has a replacement Minor League team that is authorized under applicable league rules to play within the Minor League territory that includes Lee County Sports Complex for the Term and any Renewal Term when and after the transaction, agreement or consent is proposed to be entered into or given, respectively, or

(ii) the Minor League team with whom the County is to contract, or on or for whose behalf a contract will be entered into which allows the Minor League team to play in any Lee County facility, waives (and obtains any consent or waiver required of or by any league or other authority required) any right of exclusivity within the Minor League territory that includes the

Lee County Sports Complex for the remainder of the Term and any Renewal Term.

The provisions above will be interpreted to mean that under no circumstances will a Minor League team with whom the County is, or anticipates to be contracted, be required to provide a waiver of territory for any Person, including, without limitation, any Major League Club, other than the Club.

- (C) More Favorable Provisions. The County agrees that if, at any time during the Term or any Renewal Term, it grants to a third party any terms or conditions more favorable to such third party than the terms or conditions provided to the Club under this Lease for any stadium or complex for major league Spring Training, Major League Baseball operations or Minor League activities ("More Favorable Provisions"), the County shall promptly offer the Club any such More Favorable Provisions as was, is, or will be available to such third party. For purposes of this section and the definition of "More Favorable Provisions," More Favorable Provisions shall pertain only to the comparison of the amount of total consideration paid to the County by the Club compared to the total consideration paid by such third party taking into account the comparability of the respective Spring Training facilities used by the Club and such third party.

2. LEASED PREMISES. In consideration of and pursuant to the covenants, agreements, and conditions set forth herein, the County does hereby (i) lease, let, demise, and rent unto the Club, and the Club does hereby rent and lease from the County, the following (the "Leased Premises" or the "Premises"), and (ii) grant the further rights set forth below:

- (A) Major League Stadium and Minor League Complex. The Major League stadium and the Minor League complex located at the Lee County Sports Complex, respectively 14100 and 14110 Six Mile Cypress Parkway, Ft. Myers, Florida, together with adjacent and dedicated land and all other improvements from time to time located on, adjacent to or used or utilized in connection with the Premises and all appurtenances relating to any of the same, including, without limitation, the land, improvements and appurtenances described and/or set forth in Section 4 and in the Spring Training Development Agreement (respectively, the "Major League Stadium" and the "Minor League Complex" and collectively, the "Stadium Complex"), that are more particularly described and set forth in Exhibit A and Exhibit D attached hereto;
- (B) Exclusive Use During Spring Training by the Club. The right to utilize on an exclusive basis for the purpose of conducting Spring Training and all Major League Baseball activities and operations, all improvements and appurtenances located on the Premises for the period of time each year as described above.
- (C) Exclusive Baseball Activities. Throughout the Term and any Renewal Term, the right to use the Leased Premises for its events and activities, player training and

rehabilitation programs, player development activities or operations, and player and Club personnel dormitory (sleeping) activities, including, without limitation, any instructional league and organizational meetings, events and activities, and all other similar events related to the operations of Club or its affiliates professional baseball activities, (the "Club's Exclusive Baseball Activities");

- (D) Exclusive Use Areas Outside of Spring Training by the Club. The exclusive right to use, on a year-round basis throughout the Term and any Renewal Term, the offices (including, without limitation, the ticket manager's office), clubhouse area, playing fields (excluding the rights to the playing fields as set forth in Section 19, including the non-exclusive use by the County, the Minor League affiliate of the Club and fantasy camps as described in such Section 19), the player development academy and dormitory (sleeping) facilities (to be managed, operated and maintained (excluding capital improvements) by the Club) and other locations (the "Club's Exclusive Use Areas") as depicted and/or described on Exhibit B (Club Exclusive Use Areas) and Exhibit D (Spring Training Development Agreement), each as attached hereto and including, without limitation, any other areas on the Leased Premises that may be constructed or renovated following the date hereof which may be designated by the Club as included in the Club's Exclusive Use Areas, provided, however, with respect to additional Club Exclusive Use Areas that are not set forth in Exhibits B or D, and do not exist as of the Commencement Date, shall be subject to the prior written approval of the County, which approval shall not be unreasonably withheld or delayed. The dormitory (sleeping) facilities, such facilities shall be (a) used only in accordance with applicable law and regulations, including, without limitation, all local, state and federal zoning and permitting standards, and (b) shall not be rental rooms that are used to accommodate the general public, but rather shall be rooms for use solely by the Club personnel, partners and representatives;
- (E) Non-Baseball Events. Throughout the Term, and during the period of Spring Training, the right to use the Leased Premises for the purpose of sponsoring or conducting non-baseball activities, subject to the issuance of any required County permits generally applicable for such activities in or around the Major League Stadium, such as, by way of example only and without limitation, sponsoring or conducting musical concerts, theatrical performances, or any other event intended for general entertainment purposes (each a "Club Non-Baseball Event"). With respect to Club Non-Baseball Events (i) Club should notify County of the intent to use complex for a non-baseball event, (ii) such non-baseball event in no way can be detrimental to the playing surface, (iii) should the playing surface be damaged during such non-baseball event the Club will be responsible for any repairs, and (iv) the County shall require all third party users of the playing fields for any non-baseball event to be liable for any damage to the playing fields and to be responsible for such repairs.
- (F) Professional Baseball Use. During the Term and any Renewal Term, and for so long as same has not been terminated by reason of a Club Default (as defined

below), the Club may conduct professional baseball activities by itself and in conjunction with organizations other than the Club including, without limitation, activities for Spring Training and Minor League operations. The Club shall not be required to share the Leased Premises, for any reason, with any third party unless specifically provided in this Lease or in a separate written amendment to this Lease; and

- (G) Quiet Enjoyment. Uninterrupted access to and egress from the Leased Premises and any other improvements from time to time located on or about the Leased Premises including, without limitation, access to and egress from all areas owned, licensed or otherwise controlled by the County that are reasonably necessary for the Club to exercise its rights and perform its obligations under this Lease, subject only to the right of the County during times declared by the State of Florida and/or the County to be a public emergency, to restrict access, egress and/or use of all or portions of the Leased Premises to serve as temporary staging areas or for such other purposes as the County declares necessary and expedient to protect the public's safety, health and welfare.

3. TICKET SALES. The Club shall set the Spring Training ticket prices, shall operate and manage all ticketing operations, including, without limitation, ticket sales ("Ticket Sales") for Spring Training games and Club Non-Baseball Events, and shall be entitled to receive the "Gross Revenues From Ticket Sales" (as defined below) collected by the Club on an annual basis during the Term or any Renewal Term. All Gross Revenues From Ticket Sales shall be the sole and exclusive property of the Club, unless otherwise specified herein.

- (A) Ticket Sales from Gross Revenues. For purposes of this Lease, "Gross Revenues From Ticket Sales" shall mean the total gross revenues from Ticket Sales less any taxes or charges imposed by any governmental, regulatory or taxing authority generally, included in the gross price of the ticket paid by the purchaser and required to be remitted by the Club to the governmental, regulatory or taxing authority and the portion of such receipts from Spring Training game Ticket Sales payable to the visiting Major League Club.

- (B) County Allocation. In consideration of the benefits provided herein, the Club shall provide the County, at no charge, (i) with an aggregate of forty (40) admission tickets for reserved ticket seating (or such other lower number for any game as are actually requested by the County) for each Spring Training game, and (ii) the use of a suite to accommodate up to forty (40) persons (including, without limitation, reserved seating tickets and complementary parking passes for suite attendees) at the Stadium Complex ("County Suite") for each Major League Baseball Spring Training game; in each case of (i) and (ii) above, to help the County promote tourism, economic development and community goodwill. The Parties agree that, to the extent the County does not use all the tickets in the County Suite for any Spring Training game, such unused tickets may be used by the Club. The County agrees to be responsible for the payment of all Concession

items, including, without limitation, food and beverage items served in the County Suite for guests of the County. The Club shall provide a thirty-five percent (35%) discount for all County Suite food and beverage purchases. Such discount shall be applied against the standard food and beverage price sheets applicable to all suite users.

4. **PARKING.** The Club shall be responsible for collecting all parking fees and related revenues derived from Spring Training activities and all other professional baseball or related events, and shall retain all revenues derived therefrom. The County shall retain the exclusive use of the parking area(s), without charge, before and after Spring Training for County baseball and non-baseball events.

(A) **Parking Spaces and Accommodations.** The County agrees to provide, or cause to be provided, parking spaces that are sufficient to meet the parking requirements of the Major League Stadium seating capacity, and such parking spaces shall be located within the Sports Complex. The parking plan reflecting the foregoing shall be set forth in the Spring Training Development Agreement. No change shall be made to the parking plan during the Term and any Renewal Term without the mutual consent of the Parties, which consent shall not be unreasonably withheld, delayed or conditioned. Any such change shall be proposed not later than ninety (90) days prior to the start of Spring Training. The Parties will cooperate to determine an appropriate shuttle service and appropriate allocation of cost.

(B) **Club Retained Revenue.** The fees to be charged for all parking derived from Spring Training activities shall be determined by the Club in its sole discretion.

(C) **Parking Management.** During the Spring Training period, all parking areas under this Lease shall be managed and operated exclusively by the Club or its designee(s) throughout the Term and any Renewal Term.

5. **CONCESSIONS.** The Club or its designee shall control the sale of all food, beverages, merchandise, novelties, and logo items mentioned below and the like (commonly called "Concessions") on the Premises. The Club shall be free to contract with a third party to operate such Concessions on terms and conditions approved by the Club in its sole discretion so long as the Club causes such third party to conduct such Concessions operations in accordance with applicable County ordinances and regulations.

(A) **Consultation and Club Concession Revenues.** The Club agrees to consult periodically with the County concerning Concession prices. The Gross Revenues From Concessions shall be the sole and exclusive property of the Club. "Gross Revenues From Concessions" shall mean total Concessions revenues from all operations on the Leased Premises, including, without limitation, but not limited to Spring Training operations, less all taxes and charges imposed by any governmental, regulatory, or taxing authority and subject to **Sections 5(D)** and **5(E)** below.

- (B) Certain Concessions. The Club, or its designee, may, during the Term and any Renewal Term, publish and sell or dispense scorecards, yearbooks, game programs and novelty items carrying the logo or marks of Major League Baseball, the Club or of any other Major League Club on the Premises, all of which shall be deemed to fall within the definition of "Concessions," and the revenues derived from the sale of such publications, logo items, scorecards, yearbooks and game programs, shall be included in the calculation of Gross Revenues From Concessions.
- (C) Costs and Expenses of Concession Operations. The Club, or its designee, shall be responsible for paying all costs and expenses of Concessions operations. As the concessionaire, the Club or its designee shall operate the Concessions in a manner consistent with industry standards, including, without limitation, providing a sufficient number of properly trained Concession personnel to provide the Concessions to those attending all events held at the Leased Premises. In addition, the Club agrees to provide (or cause to be provided) a reasonable selection of quality items for purchase by those attending Spring Training events at the Leased Premises.
- (D) Concessions for Non-Club Events. The County shall notify the Club of any non-Club events for which it desires that the Club provide Concessions operations no less than fifteen (15) business days prior to the date of such event. The Club may provide such operations for any event requested by the County, but shall not be obligated to provide such operations. If the Club provides such operations for any event requested by the County, the Club shall be compensated as if the Club were a third party concessionaire, consistent with its other concession activities as set forth herein. Should the Club elect not to provide such Concessions operations, the County shall be free to contract with a third party to provide such Concessions operations, subject to the final approval of the Club, which approval shall not be unreasonably withheld or delayed (but which may include reasonable terms and conditions for the use of any equipment owned by the Club or its designee). Subject to Section 5(E) below, the County shall be entitled to retain the following amounts in respect of Concessions operations for any non-Club events: (1) all revenues from Concessions operated by an approved third party pursuant to this Section 5(D) (subject to any reasonable terms and conditions, including, without limitation, financial responsibility of the County for any damages incurred, of the Club approval), and (2) the net revenue available to the Club after deduction of any and all costs and expenses associated with such Concessions operations for the applicable event, including, without limitation, any commissions or allowances paid to a third party concessionaire. Subject to the limitations of Florida Statute 768.28, the County shall indemnify the Club for any damage or other costs incurred by the Club in connection with the County's operation of the Concessions.
- (E) County Sale/License of Novelty Items. Notwithstanding the foregoing, the County reserves the right to sell or allow third parties to sell novelty items only at



County sponsored or authorized events at the Leased Premises or at events other than Spring Training or non-professional baseball uses held on the Leased Premises. The County or third parties may not sell novelty items that carry the Club logo or marks or the logo or marks of any other Major League Club or any Minor League club. The County or its designee shall retain all revenues from the sale of novelties in accordance with this Section 5(E).

- (F) Concession Equipment. The Club or its designee shall purchase and maintain all equipment reasonably necessary for the operation and sale of Concessions for Spring Training events held at the Leased Premises during the Term and any Renewal Term. Concession equipment and all other equipment acquired by the Club (or its designee) shall be the property of the Club (or its designee) both during and after the Term and any Renewal Term. The County acknowledges and agrees that all Concessions equipment on the Leased Premises as of the date hereof belongs to the Club or its designee.
- (G) Health and Quality Standards. The Club or its designee shall maintain standards of cleanliness and product quality consistent with high quality industry standards at a Major League Baseball Spring Training facility. The Club shall consult annually with the County as to these issues and as to pricing issues and shall give due consideration to the views of the County regarding these issues.

6. MESSAGE CENTER/BILLBOARD ADVERTISING/SPONSORSHIP/NAMING RIGHTS.

- (A) Club Sale of Rights and Licenses. Except for approved events held by the County, the Club shall be entitled to sell rights with respect to the Leased Premises, subject to applicable laws, regulations and County review as to the propriety of the naming as set out in Section 7 below. The activities set forth herein with respect to which the Club is authorized are not limited to those enumerated herein. All revenues received by the Club from or in connection with this Lease shall be the property of the Club or its designee, including, without limitation, all advertising, promotions or sponsorships, including, without limitation, scoreboard/message center advertising, billboard signage (i.e., outfield fence, concourses and other advertising signage) and advertising rights and the rights with regard to the naming of the Spring Training facility or any part thereof as set forth in Section 7. Naming rights shall not be subject to termination by the County until the expiration of this Lease and any extensions thereof.
- (B) Limitation on Hotel Advertising and Promotion. The Club agrees that it will not permit billboard signage in the Major League Stadium to advertise or promote any specific hotel, inn or any other facilities offering overnight accommodations to transient guests (collectively, "Hotels") which are not located within Lee County or in the State of Minnesota. The foregoing, however, shall not prohibit the Club from selling billboard signage to promote any national business entity which operates or owns a "chain" of Hotels throughout several states.

- (C) County Events Advertising. Subject to compliance with any applicable MIB Rules and Regulations, the County shall have the right to sell message center advertising during County events as permitted herein. All gross revenues derived from the sale of message center advertising in accordance with this Section 6(C) shall be the sole and exclusive property of the County, and the County shall be responsible for all third party expenses incurred in connection with such advertising. In no event may the County sell any message center advertising to an entity if the sale of such advertising would cause the Club to breach any exclusivity granted to a naming rights or presenting sponsor pursuant to Section 7 below, unless the Club has expressly approved in advance such advertising in writing. The County may display alternate product signage during events that occur outside of Spring Training season to promote economic development and tourism.
- (D) Cooperation for Permits and Licensing. The County shall use all reasonable, lawful and permissible efforts to assist the Club in obtaining any and all permits or licenses required under the laws or regulations of any governmental authority and necessary for the scoreboard message center and billboard or fixed signage advertising. The County shall also not act unreasonably to withhold or delay its approval of any such permits or licenses required under its laws or regulations.

## 7. NAMING RIGHTS.

- (A) Grant and Limitation. The County agrees that it is granting to the Club exclusive naming (and presenting sponsorship) rights to all or any portion of (i) the Stadium Complex and (ii) any building located on the Leased Premises; provided, however, the foregoing grant shall not include naming rights to William H. Hammond Stadium, and the Major League Stadium shall continue to be named "William H. Hammond Stadium" throughout the Term and any Renewal Term. Subject to the foregoing sole exception, the Club shall have the right to sell all other naming rights with respect to the Leased Premises, and all revenues therefrom shall be the property of the Club. The Club shall be under no obligation to exercise its right to sell naming rights. The County shall cooperate with the Club and the naming rights holder(s), if any, in all matters arising in connection with the implementation of the naming right holder's benefits under any such naming rights agreement(s), including, without limitation, removal of and addition to external and internal Stadium Complex and other Leased Premises signage.
- (B) Naming Rights Guidelines. With respect to the Club's naming rights described herein for all or any portion of the Stadium Complex and the buildings located on the Leased Premises, provided that (i) the duration of any contract for naming rights of a third party shall expire no later than the expiration of the Term (whether upon expiration of this Lease or by earlier exercise of any termination rights in this Lease), (ii) the Club shall not permit any name to be given to any portion of the Stadium Complex and the buildings located on the Leased Premises



that would be in violation of any law or regulation, (iii) the Club shall not permit any name of any entity that is in an industry that is part of any advertising which (a) is contrary to law or promotes any unlawful activity or purpose, (b) does not meet national network television broadcast standards, or (c) may be offensive to the public, and (iv) the name of the complex constituting the Leased Premises and the name of the main playing field at William H. Hammond Stadium shall be approved by the County, which approval shall not be unreasonably withheld, delayed or conditioned. In approving or disapproving a name, the County may consider the proprietary of the name or product it represents for a public facility. The Club agrees that no geographic term may appear in the name except "Florida," "Lee County," "Ft. Myers," "Minnesota," or "Minneapolis," or such other geographic designation as is part of the name of the entity that purchases the naming rights (for example, Bank of America, US Airways and Air France).

(C) County Use of Names. The County shall exclusively use the name(s) given to all or any parts of the Stadium Complex and the buildings located on the Leased Premises in accordance with the terms of this Section 7 in all correspondence, communications, advertising and promotion it may undertake with respect to the Leased Premises, including, without limitation, in connection with the promotion of County events, subsequent to receipt of written notice from the Club of the determination of such name. In the event that such name(s) or any name given to all or any part of the Leased Premises is changed, the Club shall reimburse the County for any and all costs incurred by it in connection with such name change, including, without limitation, the cost of replacing letterhead, envelopes, mailing labels, business cards, advertising and promotional materials, websites, and telephone listings and advertising.

(D) Intellectual Property Rights.

(1) Intellectual Property Rights of the County. The Club acknowledges and agrees that the name "William H. Hammond Stadium" and all derivatives thereof are and will remain the exclusive property of the County. The County hereby grants to the Club an exclusive (except as to the County with respect to its use in accordance with the provisions of this Lease), royalty free license to use throughout the Term and all Renewal Terms the name and image of the Premises, including William H. Hammond Stadium and all derivatives thereof, including any and all Composite Marks in connection with the marketing, promotion and advertising of the Club's business and operations. The foregoing right includes the right to sublicense such names, images and Composite Marks by the Club in its discretion. Each Composite Mark shall be the sole and exclusive property of the Club, subject to the County's ownership rights in such marks. The Club shall have the right to register, with the assistance of (but not at the expense of) the County, any Composite Marks containing the name and image of the Premises, including William H. Hammond Stadium, and all derivatives thereof. Nothing herein is intended to transfer any ownership

rights or title in the County's intellectual property to the Club. The Club will not at any time do or cause to be done any act or thing contesting or impairing in any way the County intellectual property rights or title, or other proprietary interests. Any and all good will attendant to or arising from the Club's use of the name "William H. Hammond Stadium", derivatives thereof, and any other intellectual property owned by the County shall inure to the exclusive benefit of the County.

(2) Intellectual Property Rights of the Club. The Club trademarks, logos, design, product identification, decals and artwork and all other similar intellectual property ("Club Intellectual Property") will be and remain the property of Club. Any and all rights under trademarks or copyrights, and similar and/or derivative intellectual property rights that are or become Club Intellectual Property will inure to the benefit of the Club. The County shall not have the right to use Club Intellectual Property except as specifically set forth in this Lease, and any such grant to the County is non-assignable and non-transferrable and will be utilized by the County only for the purposes of and for the specified Term and any Renewal Terms of this Lease. All uses of Club Intellectual Property by the County shall be subject to the written approval of the Club, prior to production, distribution and/or other use. The use authorized herein is limited to the Club Home Television Territory and the Spring Training Territory. Nothing herein is intended to transfer any ownership rights or title in the Club Intellectual Property to the County. The County will not at any time do or cause to be done any act or thing contesting or impairing in any way the Club Intellectual Property rights or title, or other proprietary interests.

(E) County Option to Release Hammond Naming Rights. The County shall have the option and right to convey naming rights and interests to the Club for the Major League Stadium to replace "William H. Hammond Stadium." The Club may at its discretion accept such rights pursuant to a written notice of acceptance. If the Club accepts such rights from the County, it shall be under no obligation to promote, market or license such rights to a third party; however, if the Club does license such Major League Stadium naming rights to a third party to replace "William H. Hammond Stadium," the Club agrees that it will make reasonable commercial efforts to cause the naming rights sponsor(s) to make a donation to the County on a yearly basis for the term of any naming rights agreement(s). The amount paid, if any, by a naming rights sponsor(s) shall be used exclusively for the Capital Improvements Fund and deposited by the County to the account established for the Capital Improvements Fund described in Section 12(B), and as set forth in Exhibit F. The contribution will not reduce the County's obligation as set forth in Exhibit F, and such funds shall be in addition to the amounts paid by the Parties in accordance with Exhibit F.

8. **LEASE PAYMENTS.** As consideration for this Lease and as rent due to the County for the lease of the Leased Premises to the Club, the Club agrees to pay to the County a guaranteed base annual lease payment for each year during the Term and any Renewal Term the amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Base Annual Rent"). The Base Annual Rent shall be increased every five (5) years by adding a three percent (3%) increase during the Term and any Renewal Term, as set forth on Exhibit E. Such payments shall be made to the County no later than June 1 of each year during the Term and any year during any Renewal Term. The Club shall be responsible for payment of the State of Florida sales tax in accordance with Florida Statute §212.031, as such statute may be amended, revised or renumbered from time to time.

9. **FANTASY CAMPS.**

(A) **Use of Leased Premises.** In the event the Club or its designee or assignee shall hold or conduct any fantasy camp at the facility at any time during the Term or any Renewal Term, the Club shall pay no additional costs to the County for the use of the Leased Premises for such fantasy camp. All revenues derived from such Club fantasy camps shall be the property of the Club.

(B) **County Authorized Use and Camps.** The Parties agree that the Club and its designees and assigns shall be entitled to use the Leased Premises for up to three (3) weeks a year for the fantasy camps pursuant to this Section 9. The County reserves the right to also conduct fantasy camps in the Major League Stadium when not occupied by the Club with reasonable prior notice given to the Club, which notice shall not be less than thirty (30) days. The County will not promote (nor permit others to promote) such fantasy camps as being affiliated with or sanctioned by Major League Baseball or any Major League Club, nor shall the County conduct such fantasy camps at any time during which it would interfere with the Club's rights to use the Leased Premises in accordance with this Lease. The Club shall have the right to veto any fantasy camp conducted by the County as contemplated herein if such fantasy camp utilizes Minnesota Twins present or former players. All revenues derived from the County's fantasy camps will be the exclusive property of the County.

10. **BROADCASTING.** The County shall equip the Major League Stadium for broadcast, cablecast and/or televising of any games played by the Club and shall maintain the equipment necessary therefor. The Club shall retain any and all broadcasting and television (cable and over-the-air) rights for any games played by the Club or its Minor League teams at the Stadium Complex. The Club and its affiliates and agents shall not be charged any "hook-up" fees or similar charge for Major League Baseball and/or Minor League baseball events. Subject to the MLB Rules and Regulations, the County shall have the right to charge reasonable hook-up fees and other similar charges to visiting teams for Major League Baseball and/or Minor League baseball events.

11. **GAMES PLAYED.** The Club will play each and every one of its regularly scheduled Spring Training home games exclusively at the Major League Stadium. Such exclusivity shall not include any exhibition games scheduled to be played by the Club during or following the conclusion of the Florida-based Spring Training schedule, and prior to the immediate ensuing Major League Baseball regular season, or any home game approved by the BOC to be played at a location other than the Major League Stadium. The Club shall endeavor in good faith to request that MLB schedule no less than two (2) night games during Spring Training each year during the Term and any Renewal Term.

12. **OPERATING MAINTENANCE AND CAPITAL IMPROVEMENTS.**

(A) **Operating Maintenance.**

(1) **County Maintenance.** Throughout the Term and any Renewal Term, and except as otherwise expressly provided herein, the County shall, at its sole expense, provide all cleaning, repair and operational maintenance services for the Leased Premises in conformity with high quality industry standards, including, without limitation, the playing and practice fields located thereon at no expense to the Club. For purposes of this Lease, cleaning, repair and operational maintenance services shall mean those ordinary cleaning, maintenance and repair services necessary to keep the Premises in first-class good and working condition and are ordinary and recurring expenses for current repair and maintenance that do not improve an asset or add to its useful life, including, without limitation, painting, waterproofing and any expenditures that would otherwise be treated as capital in accordance with generally acceptable accounting principles but become necessary (a) as a result of the County's failure to conduct appropriate operational maintenance services pursuant to this **Section 12(A)**, or (b) to maintain the Leased Premises in good working order.

(2) **Maintenance Standards.** The Leased Premises shall be maintained by the County pursuant to the terms of this Lease and in accordance with the highest level of practiced professional baseball standards. The maintenance of the athletic fields located at the Leased Premises shall include, without limitation, recycling, sustainability, fertilization, weed and vegetation control, and pest control and shall be done after normal game and Club practice hours to ensure minimum interruption with Club activities.

(3) **Club Maintenance Responsibility.** The Club shall be responsible for providing janitorial services for the Club's Exclusive Use Areas. The County shall be responsible for payment of janitorial services only for its direct usage of the Club's Exclusive Use Areas either by the County or third parties that are hosted or otherwise licensed by the County for activities in the Club's Exclusive Use Areas. The Club shall reasonably

charge and invoice the County for its pro-rata percentage of such service cost or the County may elect to perform or provide such janitorial services during or following each such event.

- (4) Purchase of Corporate Sponsor Products/Services. In connection with any operations at the Leased Premises, the Club shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

(B) Capital Improvements.

- (1) Capital Improvements Fund. The County and the Club have established an account for mutually agreed upon capital improvement projects to benefit the Leased Premises during the Term and the Renewal Terms, if any (the "Capital Improvements Fund"). No later than January 1 of each calendar year during the Term and any Renewal Term, the County and the Club shall contribute funds to the Capital Improvement Fund in accordance with the schedule of contributions to the Capital Improvement Fund as set forth in the attached Exhibit E. Notwithstanding the schedule set forth in Exhibit E, the County and the Club have agreed that if the County sinking fund is not sufficient to timely fund the "County Payment Obligation" under, and as defined in, the Spring Training Development Agreement, the Club has covenanted to advance future contributions to the "Capital Improvements Fund" as defined in and under the Amended Agreement or this Lease, as applicable, to supplement the sinking fund deficiency. The County agrees that such Club advances shall be credited against payments set forth in Exhibit F of the Amended Agreement and this Lease, as applicable.
- (2) Capital Improvements. The County shall be financially responsible for and undertake capital improvements to the Leased Premises in accordance with the terms herein and in conformity with highest quality Major League Baseball industry standards. For purposes of this Lease, capital improvements shall mean those improvements that restore an asset or add to its useful life, or relate to assets having a useful life of more than twelve (12) months, in accordance with generally accepted accounting principles but shall expressly exclude capital expenditures to Concession and novelty equipment, portable Concession units, and equipment owned solely by the Club.

- (3) Club List of Capital Improvements. The Club shall provide to the County annually by January 1 a list of those capital improvements reasonably anticipated to be needed in the following fiscal year (October 1 to September 30.) The County shall provide the Club an estimate of the cost of the capital improvements on such list no later than February 15th of the applicable year. The Club shall have thirty (30) days to review the estimates and submit a final list of reasonable capital improvements for the following fiscal year to the County. The County shall complete all items on the final list submitted by the Club to the extent the costs of such items are payable from the Capital Improvements Fund. In the event that the actual cost of capital improvements agreed upon by the Parties for the then current year exceeds the total amount contributed to the Capital Improvements Fund by the Parties, the Parties shall negotiate in good faith to agree upon any additional contributions to the Capital Improvements Fund to be paid by the Club and the County. The County shall annually, by January 1 of each year during the Term and all Renewal Terms, provide to the Club a written accounting and description of any and all capital improvements made to the Leased Premises and allocate the costs and expenses between direct County expenditures and those expenditures of the Capital Improvements Fund. The Capital Improvements Fund shall be reconciled in the same report.
- (4) [RESERVED]
- (5) County Capital Improvements - Spring Training Development Agreement. In addition to the County's contributions to the Capital Improvements Fund, and as the primary inducement for the Club to enter into this Lease, the County (i) has executed and delivered to the Club a Spring Training Development Agreement of even date herewith, and (ii) shall complete the entirety of the improvement and expansion project described in the Spring Training Development Agreement set forth as Exhibit D to this Lease (the "County Capital Improvements"). The County Capital Improvements shall be completed in their entirety, in conformity with the Spring Training Development Agreement, on or before February 1, 2015, but in no event later than February 1, 2016. Except, as specifically provided in Section 3I with respect to the State of Florida Economic Development Funds, all costs and expenses related to the County Capital Improvements shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Capital Improvements Fund. The Club has, by way of clarification and without limitation, such rights of participation, inspection and approval with respect to the County Capital Improvements as set forth in the Spring Training Development Agreement, and such rights are incorporated by reference herein.

13. **EQUIPMENT.** Throughout the Term and any Renewal Term, the County shall be solely responsible for providing all equipment necessary to operate the Leased Premises for the purposes contemplated herein, except as expressly provided herein with respect to Concessions and novelty equipment. In addition, the County shall be responsible throughout the Term and any Renewal Term for the cost of replacing any equipment not in good and working order. If the Club supplies Concessions and novelty equipment necessary to operate the Leased Premises, such property shall be the personal property of the Club unless such property is a fixture to the real estate.

14. **TOURIST PROMOTION.** The County and the Club agree to develop an ongoing promotional partnership for the purpose of promoting Spring Training games and Ticket Sales thereof, and promoting other tourism opportunities in the County.

(A) **Yearly Plan.** No later than July 31<sup>st</sup> of each year during the Term and any Renewal Term of this Lease, the Club and the County shall meet and develop a mutually agreeable plan to promote both Spring Training and the Club's regular season and post-season games, including a mutually beneficial promotional campaign to be jointly undertaken to target the Minneapolis/St. Paul market in the next succeeding calendar year consistent with the value, scope and cost incurred in the preceding calendar year. The County shall be solely responsible for any third party costs incurred in connection with the promotional campaign.

(B) **Club Broadcasts**

(1) **Twins Television:**

(a) **Drop-Ins** – During every Club Spring Training telecast or cablecast that is telecast or cablecast by the Club's local television rights holder (and not any national MLB television rights holder), the Club will provide the County with two (2) 15-second announcer-read drop-ins (including graphics) promoting tourism in the County.

(b) **Guest Appearance** – During every Club Spring Training telecast or cablecast that is telecast or cablecast by the Club's local television rights holder (and not any national MLB television rights holder), the Club will provide the County with the opportunity for a County tourism representative to visit the booth for an in-game interview for a period of at least one-half (1/2) inning for the purposes of promoting the County's tourism effort.

(2) **Twins Radio:**

(a) **Drop-Ins** – During every Club Spring Training radio broadcast that is broadcast by the Club's local television rights holder (and not any national MLB radio rights holder), the Club will provide two (2)



15-second announcer-read drop-ins promoting tourism in the County.

(ii) Guest Appearance – During at least six (6) Club Spring Training radio broadcasts that are broadcast by the Club's local television rights holder (and not any national MLB radio rights holder), the Club will provide the opportunity for a County tourism representative to visit the booth for an in-game interview for a period of at least one-half (1/2) inning for the purposes of promoting the County's tourism effort.

(3) Production of Materials: The County shall be responsible for the production of all drop-in materials (including graphics) which are subject to the prior approval of the Club in advance of any production or usage.

(C) Target Field Advertising. The Club will provide the County with the following Target Field or any successor stadium advertising and promotional opportunities during the Club's regular season play:

(1) Club Publications:

- (i) One (1) full-page, four-color ad in all issues of *Twins Magazine*.
- (ii) One (1) full-page, four-color ad in the *Twins Yearbook*.

(2) Club Scoreboard:

- (i) The opportunity to run one (1) 30-second commercial spot promoting tourism in the County on the main Target Field scoreboard prior to every Club home game.
- (ii) Regular messages promoting County tourism on the main Target Field scoreboard during every Club home game.

(3) Hospitality:

- (i) The County is entitled to one (1) VIP event in conjunction with a Club home game at Target Field, which shall include use of a private suite, game tickets and food and beverage service for up to sixteen (16) guests.

(4) TwinsFest:

- (i) The Club shall offer the County the opportunity to have a promotional location at the Club's annual off-season fan festival/Ticket Sales event (TwinsFest) that is held at a location determined by the Club during the Term and any Renewal Term, but only in the event the Club elects to hold such event.



(5) Direct Mail:

- (i) Participation by the County in regular print and digital mailings to the Club's ticket holders (season, group, single-game, corporate). The mailings will be conducted at no cost to the County; however, the County will provide the appropriate brochures, fliers, digital assets, etc.

(6) Lee County Day:

- (i) One (1) "Lee County Day" promotional day to be held in conjunction with one (1) home game at the Major League Stadium during Club Spring Training. Lee County will be the "featured" partner for that game and receive exposure and pre-game promotion in the local market consistent with "standard" one-day sponsorship packages. The County is responsible for costs of any giveaway items.
- (ii) One (1) "Lee County Day" promotional day to be held in conjunction with one (1) home game at the Target Field or its successor in function during the Club's regular season. Lee County will be the "featured" partner for that game and receive exposure and pre-game promotion in the local market consistent with "standard" one-day sponsorship packages. The County is responsible for costs of any giveaway items.

(D) Spring Training Advertising. The Club shall provide the County with the following Major League Stadium Spring Training-related advertising and promotional opportunities during each year of the Term:

- (i) Youth Clinics. The Club will annually conduct, at no charge to the County or the participants, not fewer than four (4) youth baseball clinics in the County prior to the Spring Training period. The Club will provide the instructors and necessary equipment for the clinics. The clinics will be promoted as jointly presented by the Club and the Lee County Parks and Recreation Department. The Club retains the right to sponsorships for all clinics. The County will provide local fields and use best efforts to provide on-site support staff to assist in the orderly function of each clinic.

(E) County Promotion of Club. The County shall use reasonable efforts to promote the presence of the Club baseball operations by all reasonable methods incidental to regular tourist promotional activities conducted by the County. In addition, the County shall use reasonable efforts to promote Ticket Sales for Club events at the Major League Stadium. The County's promotion of the Club shall be limited to the Club Home Television Territory and Spring Training Territory.

15. SERVICES AND PERSONNEL.

- (A) Club Operating Personnel. The Club or its designee shall hire and be responsible and pay for Concessions, ticketing, advertising and other personnel necessary to service patrons attending: (i) the Major League Baseball Spring Training games, (ii) Club baseball activities, and (iii) Club related events presented at the Stadium Complex. Such personnel shall include, but are not limited to, ushers, ticket takers, Concessions workers, first aid attendants, and other related personnel. The Club personnel shall be responsible for maintaining their respective work areas in a neat and orderly fashion.
- (B) Fire Protection. The Club shall provide adequate fire protection staff for the Leased Premises.
- (C) Security. The Club shall provide security within the Major League Stadium for any Club related activities held therein. The Club may hire off-duty members of the Lee County Sheriff's Department to provide such security services and shall pay such off-duty members the prevailing rate established by said police departments. In addition, at all times during Spring Training, the Club shall be responsible for providing security personnel to staff the Club's Exclusive Use Areas. The hiring of such security staff members shall be at the sole discretion of the Club.
- (D) Traffic Control. The County shall continue to provide a sufficient number of members of the Lee County Sheriff's Department for traffic control and assistance with ingress and egress to and from the Stadium Complex for all Major League Baseball Spring Training games only. The County will be responsible for all costs and expenses for such traffic control services.

16. VIOLATION OF LAWS

- (A) Club Compliance with Tax Laws. Except as provided in Section 12 below, the Club shall pay all lawful taxes, assessments, licenses and charges on its operations, and on goods, merchandise, fixtures, appliances, equipment and property owned solely by the Club and located on or about the Leased Premises (the "Club Assets"). Should any improvements to the Club Assets made by the Club become subject to taxes, the Club agrees to pay any and all lawful taxes, assessments or charges which at any time may be levied by any federal, state, county, city or any tax or assessment levying body (i) against the Club, (ii) upon the Leased Premises, (iii) upon any interest in this Lease or any possessory right which the Club may have in or to the Leased Premises, or (iv) in the improvements thereon by reason of the Club use or occupancy thereof (but expressly excluding capital improvements made by the County pursuant to Section 12 herein). The County agrees that to the extent permitted by law, it will not support the levy of any new form of tax against Club operations hereunder. Notwithstanding the foregoing provisions, the Club shall have the right, in its own

name or behalf or in the name and behalf of the County, after notifying the County of its intention to do so, to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. This provision shall in no way be construed as restricting the County from contesting the legality of such tax or assessment or assisting the Club therein if it so desires.

- (B) Club Legal Compliance. The Club shall not in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Leased Premises under the terms of this Lease.

#### 17. CLUB ALTERATIONS AND PROPERTY RIGHTS.

- (A) Alterations and Repairs. The Club shall not make any permanent alterations or permanent additions to the physical structure(s) of the Leased Premises without first requesting and obtaining written approval from the County, which approval shall not be unreasonably withheld. The Club will obtain necessary permits for any such alterations in accordance with paragraph 28. The Club shall repair or cause to be repaired, any damage to the structures, water apparatus, electric lights, or any fixtures, appliances, furniture, lockers or other appurtenances of said Premises, which damages result from any gross negligence or willful misconduct of the Club, its assigns, agents or employees, and shall pay, or cause to be paid to the County, the costs of all reasonable and necessary repairs arising from such gross negligence or willful misconduct; provided, however, that, damage by the natural elements or ordinary wear and tear shall in no event constitute alterations by the Club.
- (B) Return of Property. Upon the termination of this Lease, the Club shall return to the County all equipment and personal property of the County in the exclusive possession of the Club, its assigns, agents or employees. All such equipment and property shall be in good condition, subject to ordinary wear and tear damage by the natural elements or damage caused by Persons other than the Club, its agents, assigns or employees.
- (C) Inspection of Leased Premises. Immediately prior to and following Spring Training during each year of the Term and any Renewal Term, the County and the Club shall jointly perform an inspection of the Leased Premises that shall include an inventory of all equipment and personal property of the County and the Club thereon. The Club shall promptly pay to the County any monies owed pursuant to Section 17(A) for damage to the Leased Premises or County property thereon that was discovered as a result of such inspections, but only to the extent such damage was caused by the Club or its assigns, agents or employees. The County shall promptly pay to the Club any monies owed for damage to the Club property on the Leased Premises that was discovered as a result of such inspections. Any damage not caused by the Club shall be promptly repaired by the County.

18. UTILITIES. Except as otherwise provided herein, the County shall be responsible for the cost of all utilities in respect of the Leased Premises, including, without limitation, electricity, water, sewage, trash removal, recycling, local telephone service, data, internet access and electronic communications that become common communication methods. Notwithstanding the foregoing, the Club shall reimburse the County for electrical costs incurred to provide field lighting for any evening games played by the Club at the Major League Stadium during the Term and any Renewal Term, and shall be responsible for electricity charges related to the Club's Exclusive Use Areas. The County will provide separate electrical meters for all such locations. In addition, the Club will pay for long distance service for calls made by the Club.

19. USE

(A) Standards and Rights of Use. During the Term and any Renewal Term, the Club shall be entitled to peacefully have and enjoy the exclusive use of the Leased Premises during Spring Training without unreasonable interruption or interference by the County, or any Person claiming by, through and under the County, except to the extent that concurrent rights to use the Leased Premises may be exercised or granted to others by the County hereunder in accordance with the provisions of this Section 19. At any time throughout the Term and any Renewal Term, during Spring Training, the Club use shall be exclusive and the County may not use the Leased Premises for any purpose. Outside of Spring Training, the County has the right to use, or permit third parties to use the Leased Premises for any event so long as (a) such use would not interfere with the Club's Exclusive Baseball Activities, and/or (b) such use would not materially impair the condition of a playing field on the Leased Premises such that the field condition would no longer meet professional baseball standards, and/or (c) such use would not interfere with the Club's Exclusive Use Areas. In any case, the County shall notify the Club of any such use and the Club shall have the right to object to any such use if the Club determines that (i) such use would interfere with the Club's Exclusive Baseball Activities, and/or (ii) such use would materially impair the condition of a playing field on the Leased Premises such that the field condition would no longer meet professional baseball standards, and/or (iii) such use would interfere with the Club's Exclusive Use Areas.

(B) Spring Training Schedule. The Club shall advise the County of its intended Spring Training schedule as soon as practicable each year following the confirmation of such schedule to enable the County to schedule events on the Leased Premises but only in accordance with the terms of this Section 19. Subject to having been made available to the Club by Major League Baseball, no later than December 15 of any year during the Term and any Renewal Term, and subject to additional changes required by Major League Baseball, the Club shall furnish the County with its final Spring Training exhibition game schedule and any extended use requirements, if any, for the upcoming year. In the event the Club has an existing Minor League team and/or exercises the right of first refusal for Minor League baseball in accordance with Section 1(B) hereof, the Club shall

provide the County with such Minor League game schedule no later than February 1 of any applicable year during the Term and any Renewal Term.

- (C) County Use of Leased Premises. The County may use any of the facilities in the Leased Premises for the following public purposes subject to and in accordance with the provisions of this Lease: (i) the exhibition, presentation and broadcasting (or other transmission) of other amateur or professional sporting events, (ii) exhibitions and tournaments, (iii) musical performances, (iv) theater performances and other forms of live entertainment, (v) public ceremonies, (vi) fairs, markets, fireworks displays, shows, or other public or private exhibitions and activities related thereto, and (vii) pre-scheduled meetings and other activities in the conference area(s), training center, dormitory and auditorium.

The County shall be solely responsible for all costs and expenses resulting from the use of the Leased Premises for any non-Club related events, including, without limitation, the cost of utilities, staffing, and any costs required to repair any damage occurring during such events. The County shall retain all revenue derived from such non-Club use of the Leased Premises except as provided in Section 5 with respect to Concessions and novelty operations.

- (D) Club Consent to Certain County Uses. The County will not use Club property or equipment without the express written consent of the Club. The County shall promptly repair or replace damaged property or equipment owned by the Club or its concessionaire if damage resulted from the County's use, or any other third party's use, of the Leased Premises to the extent the third party use was authorized or permitted by the County or resulted from the County's negligence.

- (E) County Promotion of Club. The County shall use reasonable efforts to promote the presence of the Club baseball operations by all reasonable methods incidental to regular tourist promotional activities conducted by the County. In addition, the County shall use reasonable efforts to promote Ticket Sales for Club events at the Stadium Complex.

**20. OPERATIONS**. The Parties hereby agree that the exclusive use of the Leased Premises by the Club during Spring Training includes operational jurisdiction over the various service providers, subcontractors, and other Persons who may be involved or working at the Leased Premises, but shall not include operational jurisdiction over any County employees unless expressly agreed by the Parties. Accordingly, the Club shall manage the agreed upon operations for the Spring Training games, including Ticket Sales and distribution of tickets. The Club shall endeavor in good faith to cooperate with other parties using the Leased Premises, including the County, when managing personnel on the Leased Premises during Spring Training or otherwise in accordance with this Lease.

**21. ASSIGNMENT/SUBLEASE**. The rights granted to the Club pursuant to this Lease shall not be assigned, except with the prior written consent of the County; provided,

however, that any assignment or transfer pursuant to the sale of all or substantially all of the assets and/or ownership interest of the Club shall not require County's consent hereunder. The Club shall have the right of first refusal to sublease the Leased Premises to a professional baseball Minor League program as previously provided herein, provided such sublessee consents in writing to be bound by the provisions of this Lease. The County shall have the right to approve such sublessee and sublease agreement, provided that such approval shall not be unreasonably withheld.

22. **TAXES.** The County represents and warrants that (1) as of the date hereof, it has and shall continue to have throughout the Term and any Renewal Term, all ownership interests in the Leased Premises, (2) as such, has the full authority to grant the Club the rights provided hereunder, and (3) this Lease has been entered into for the public purpose of promoting tourism, gainful employment and economic growth in the County and the State of Florida. It is the intent and understanding of the Parties that the leasehold interest held by the Club pursuant to this Lease shall be exempt from ad valorem taxation pursuant to Chapter 196-199, Florida Statutes. If, for any reason during the Term and any Renewal Term, all or any portion of its the leasehold interest or other rights or benefits held by the Club under this Lease becomes subject to ad valorem taxation, such tax shall be paid by the County as provided by law.

23. **HOLD HARMLESS/INSURANCE.**

- (A) **Hold Harmless by County.** Subject to the limitations as set out in Florida Statutes §768.28 and §252.51, the County shall indemnify, defend, and hold harmless the Club and the members, partners, officers, employees, affiliates, representatives and agents of the Club (the "**Club Indemnified Parties**"), from and against any and all claims, actions, damages, liability, costs and expenses, including reasonable attorneys' fees and court costs, arising out of the use, maintenance or operation of the Leased Premises by the County or any of its designees, lessees, agents, employees, or contractors, or arising out of the actions, omissions to act, or negligence of the County or any third party using the Leased Premises with permission from or the approval of the County in accordance with its rights hereunder, or the County's breach of any representation, warranty or agreement with the Club including, without limitation, bodily injury, death and/or property damage or any other lawful expense. The County agrees to defend all actions on behalf of the Club Indemnified Parties to which such indemnity applies and to conduct the defense thereof at the County's sole expense and by the County's counsel, which counsel in its selection and appointment shall be satisfactory to and approved in writing by the Club, but such approval shall not be unreasonably withheld or delayed. The County may not settle any suit, action or claim to which an indemnification obligation applies under this **Section 23** without the prior written approval of the Club, which approval shall not be unreasonably withheld, delayed or conditioned.
- (B) **Hold Harmless by Club.** The Club shall indemnify, defend, hold harmless the County from and against any and all claims, actions, damages, liability, costs and



expenses, including reasonable attorneys' fees and court costs, arising out of the use of the Leased Premises by the Club or any of its agents, employees, or contractors (the "Club Parties") or arising out of the actions, omissions to act, or negligence of the Club Parties or any third party using the Leased Premises for professional baseball activities or related events with permission from or the approval of the Club in accordance with its rights hereunder, or the Club Parties' breach of any representation, warranty or agreement with the County including, without limitation, bodily injury, death and/or property damage or any other lawful expense. The Club agrees to defend all actions to which such indemnity applies and to conduct the defense thereof at the Club's sole expense and by the Club counsel. The Club may not settle any suit, action or claim to which an indemnification obligation applies under this Section 23 without the prior written approval of the County, which approval shall not be unreasonably withheld, delayed or conditioned.

(C) Insurance. Each Party shall maintain insurance with a company or companies reasonably acceptable to the other, which company or companies shall have at least an A- Best rating. Except as may be limited by applicable law, each Party agrees to maintain insurance policies as follows or may self-insure its obligations as outlined under Florida Statutes:

- (1) Workers' compensation insurance in an amount not less than is required by Florida law; and Employers Liability Insurance in an amount no less than \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury by disease policy limit.
- (2) Commercial general liability insurance, providing coverage for bodily injury and including property damage and personal and advertising injury, including contractual liability and products/completed operations coverage with minimum limits of \$2,000,000 per occurrence and \$2,000,000 in the aggregate, or such other amount as the Parties may determine is reasonably prudent based upon any changes in circumstances.
- (3) The Club shall maintain Liquor Liability Coverage for bodily injury and property damage on an occurrence basis in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate, provided that the Club's election such insurance may be maintained by any concessionaire serving alcoholic beverages at the Stadium Complex. In the event the Club elects to require any concessionaire serving alcoholic beverages at the Stadium Complex to maintain Liquor Liability Coverage, it shall notify the County in writing prior to commencement of the Spring Training season. The Club shall require such concessionaire's policy to name the County and the Club as additional insureds and to provide coverage as broad as the coverage required to be maintained by the Club.

Such concessionaire's Liquor Liability Coverage is subject to review and prior written approval by the Club and the County.

- (4) Automobile liability for bodily injury and property damage arising from the use of owned, non-owned and hired vehicles, in an amount not less than \$1,000,000 per accident.
- (5) The Club shall maintain at its expense during the Term of this Lease personal property coverage in an amount not less than the replacement cost of personal property at the Stadium Complex owned by the Club. County shall maintain property insurance for the full replacement value of the Premises (including all improvements and personal property) against loss by "all risk" perils, including but not limited to fire, extended coverage, windstorm, vandalism, malicious mischief, flood and earthquake.
- (6) Prior to commencement of the Term, each Party shall furnish or cause to be furnished to the other Party a certificate of insurance evidencing all insurance policies required under Section 23. Renewal certificates shall be delivered by each Party to the other Party at least ten (10) days prior to the expiration of any policy of insurance. No such policy shall be cancelled by either Party except after thirty (30) days' prior written notice to the other Party. All liability insurance policies obtained by the Club shall designate the County as additional insureds. All liability insurance policies maintained by County shall be primary and non-contributory with any insurance maintained by the Club in connection with any claims arising out of the County's operations and activities. All liability insurance policies maintained by the Club shall be primary and non-contributory with any insurance maintained by the County for claims arising out of the operations and activities of the Club. All policies required hereunder shall be reviewed at least every three (3) years to ensure that the policy limits and deductibles are in amounts reasonable and customary for facilities of comparable size and use at the Stadium Complex.

- (D) Waiver of Subrogation. The Club and the County, on behalf of themselves and all others claiming under them (including any insurer) waive all claims, demands or rights of indemnity that either of them may have against the other (including all rights of subrogation) on account of damage to the Complex or to any personal property located therein resulting from fire or other casualties, no matter what the cause thereof may be. Such waiver shall be effective only to the extent of insurance proceeds actually received. The Parties waive their respective rights, as set forth herein, because adequate insurance is to be maintained by each of them to protect themselves against all such casualties and they have obtained or agree to obtain from their insurance carriers appropriate "waiver of subrogation" provisions in all such policies of insurance.



24. **DISPUTES** The Parties agree to attempt to settle by mediation any dispute or controversy that may arise between the Club and the County regarding operation, maintenance and the rights or duties hereunder of either Party, as hereafter provided, and the mediator will determine the controversy in accordance with the laws of the State of Florida as applied to the facts as found. Mediation shall be conducted as follows:

- (i) In any case hereunder in which it shall become necessary to resort to mediation, such mediation by the Parties shall be conducted as provided for in this Section 24.
- (ii) The Party desiring mediation shall give written notice thereof to the other Party, specifying in such notice, the specific question or questions to be mediated.
- (iii) Within fifteen (15) days after service of such notice each Party shall provide the other with the names of at least three (3) individuals to act as a mediator in the matter. The mediator will be selected by the Parties within fifteen (15) days following the exchange of names by mutual agreement. The mediator shall meet with the Parties at all participants' convenience and mediate the matter. If unsuccessful, the Parties may then utilize all lawfully available means to resolve the issue.

Notwithstanding the foregoing, any controversy arising between the Parties with respect to any monetary sums due and owing including, without limitation, Lease payments and other monetary liabilities shall not be mediated and each Party shall have available to it all other remedies available at law or in equity.

25. **SUSPENSION OF PLAY** If for any reason beyond the control of the Parties, including without limitation, as a result of any act of nature or force majeure, national emergency, state of war, labor strike, lock-out, or other cause of similar nature, the Leased Premises are unavailable for Spring Training in any of the years covered under the terms of this Lease, this Lease shall be regarded as suspended for the period of unavailability without liability to either Party, and the Term or any Renewal Term, shall be extended for one (1) additional calendar year so long as the period of unavailability is no more than one (1) Spring Training period during the Term or any Renewal Term. If the Leased Premises shall be unavailable for more than one (1) Spring Training period during the Term or any Renewal Term, the Club shall have the right to terminate this Lease without any further liability owed by the Club to the County or to the State of Florida.

26. **PROMOTION** The Parties hereto expressly recognize and agree that the County is undertaking substantial financial responsibility to induce the Club to continue its use of the Leased Premises for Spring Training. Accordingly, the Club agrees to cooperate in good faith with the County in its effort to promote the development and success of Major League Baseball activities in the Lee County area. The Club shall endeavor in good faith to cause personnel and players to participate in a reasonable number of cooperative

activities involving the promotion and development of professional baseball in the County during Spring Training.

27. **NOTICES.** Any notice required to be given hereunder shall be in writing and shall be deemed received (i) upon actual receipt if sent by overnight delivery by a nationally recognized courier or by U.S. Postal Services Express Mail, postage prepaid, (ii) five (5) days after deposit if sent by U.S. certified mail, return receipt requested, or (iii) upon actual confirmed receipt if sent by facsimile copy.

For notices to the Club:

Dave St. Peter  
President  
Minnesota Twins, LLC  
Target Field  
1 Twins Way  
Minneapolis, MN 55403

With a copy to:

Michael J. Grimes  
Briggs and Morgan, P.A.  
2200 IDS Center  
80 South Eighth Street  
Minneapolis, MN 55402-2157

For notices to the County:

Lee County Manager  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Director of Lee County Parks and Recreation  
Post Office Box 398  
Fort Myers, Florida 33902-0398

With a copy to:

Lee County Attorney  
Post Office Box 398  
Fort Myers, Florida 33902-0398

In addition to the formal notices required by this Lease, the Club shall coordinate in good faith its activities hereunder with the County through the County's Director of Parks and Recreation, or such other individual as the County Manager may designate from time to time. Pursuant to the notice provision above, it is hereby agreed that the said Director or other designee is authorized to represent the County with respect to all matters covered

by this Lease. In similar fashion, the Club shall designate one individual who shall be authorized to represent the Club in such matters. In the absence of the Club making a specific designation to the contrary, this individual shall be the individual named above by the Club to receive all notices.

28. **PERMITS.** The Club, at its sole expense, shall comply with all laws, orders and regulations of federal, state and county authorities, and with any directions given by any public officer pursuant to law, which shall impose any duty upon the Club with respect to the Leased Premises. The County shall provide permits or licenses or take necessary corrective action to ensure the acquisition of any permit directly related to the County's repair, renovation or maintenance of the Leased Premises and compliance with building codes. The Club, at its sole expense, shall obtain all licenses or permits which may be required for the conduct of its business within the terms of this Lease and the County, when necessary, will join with the Club in applying for all such permits or licenses. To the extent permitted by law, the County will assist and cooperate with the Club in securing permits for the operation of the Leased Premises. The County shall also not act unreasonably to withhold its approval of any such permits or licenses required under its laws or regulations.

29. **TERMINATION AND REMEDIES**

- (A) **County Termination of Lease** The County may terminate this Lease, upon thirty (30) days' written notice to the Club of any of the following events (collectively, hereinafter referred to as the "Club Defaults" and individually, as a "Club Default"):
- (i) If the Club deserts or vacates the Leased Premises;
  - (ii) If, by order of a competent authority, a receiver, liquidator or trustee of the Club or any of its property shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days of the making of such order, or if by decree of such authority the Club shall be adjudicated or determined to be bankrupt or insolvent, or if the Club shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;
  - (iii) If the Club fails to make any payments to the County pursuant to this Lease within one hundred twenty (120) days following written notice of such payment default; or
  - (iv) If the Club breaches any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of notice of such breach, **provided, however,** that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within a reasonable period of time which is acceptable to the County, and the Club diligently

pursues such cure, the Club shall be allowed such agreed upon time period to cure such default.

- (v) If the Club is contracted and is no longer a Major League Club. Notwithstanding the foregoing, the County may not terminate this Lease as a result of any of the foregoing Club Defaults or any other provision of this Lease, until at least the 10th day after the last day of Spring Training occurring in the year of the Term during which the foregoing right to terminate is invoked by the County.

(B) County Remedies Upon Termination. Upon the County's election to terminate this Lease following a Club Default:

- (i) The County shall have the right to reenter or repossess the Leased Premises by force, summary proceedings, surrender or otherwise, and may dispossess and remove the Club, or other occupants thereof, without being liable for any prosecution therefore; provided, however, that the County shall have no right to the Club Assets and the Club shall have the right to remove all Club Assets from the Leased Premises, and/or
- (ii) The County shall have the right to relet the Leased Premises. Notwithstanding anything to the contrary contained herein, the County shall take all reasonable actions to mitigate any losses or damages caused by a Club Default. Should the County incur necessary and reasonable expenses in enforcing its rights hereunder, specifically including reasonable attorneys' fees and court costs, said reasonable expenses shall be borne by the Club.
- (iii) In the event of a termination of this Lease by the County arising from a Club Default, the Parties' rights, duties and obligations with respect to the State Development Funds shall be governed by Section 31 of this Lease.

(C) Club Termination of Lease. The Club may terminate this Lease upon the following event (collectively, hereinafter referred to as the "County Defaults" and individually, as a "County Default"):

Upon thirty (30) days' written notice to the County of any breach by the County of any material provision, agreement or obligation hereunder that is not cured within sixty (60) days of notice of such breach; provided, however, that if such breach cannot be cured within such sixty (60) day period, but the breach is capable of cure within another reasonable period of time which is acceptable to the Club, and the County diligently pursues such cure, the County shall be allowed such agreed upon time period to cure such default. If the County fails to cure such breach upon the agreed upon time period, the Club shall be relieved of all liabilities and obligations accruing after the effective date of termination.

- (D) Limitation on Right to Terminate: Neither the Club nor the County may terminate this Lease due to the prior action of the other Party having exercised its right to terminate this Lease; provided, however, that either Party may dispute any defenses raised as the result of the other Party's putative termination.
- (E) Disposition of Capital Improvement Fund on Termination: No more than thirty (30) days following the effective date of termination or following the expiration of this Lease, the County shall cause to be paid to the Club one-half (1/2) of the amount remaining in the Capital Improvements Fund; provided, however, the County shall have the right to withhold any other amounts disputed in good faith with respect to any other financial matter between the Parties until the settlement of any such dispute.
- (F) Rights Cumulative: Unless otherwise limited by specific provisions of this Lease, upon a Default, the non-defaulting Party to this Lease shall also have rights to: (i) file a lawsuit to collect all monetary obligations from the other Party as they become due, in which event the asserting Party shall have the obligation to use all reasonable efforts to mitigate its damages from such monetary obligations, and (ii) file equitable actions, including, without limitation, actions for injunction and/or specific performance under this Lease, and (iii) utilize any of the above provisions as may be deemed appropriate. The remedies available to a Party shall be cumulative and not exclusive, unless otherwise specifically set forth herein.

### 30. FIRE OR OTHER CASUALTY

- (A) Casualty Insurance and Termination by Club: The County shall insure the Leased Premises against damage or destruction by fire or other casualty under the standard fire insurance policy with approved standard extended coverage applicable to the Leased Premises. The County shall ensure that the Leased Premises are covered for one hundred percent (100%) replacement value. If any part of either of the Leased Premises is damaged or destroyed by fire or other casualty insured under the standard fire insurance policy including approved standard extended coverage endorsement applicable to the Leased Premises, and the Leased Premises are unavailable for more than one (1) Spring Training year ("Substantial Interference"), then the Club may terminate this Lease by written notice to the County within one hundred twenty (120) days after the later date of such damage or destruction or the date the duration of unavailability of the Leased Premises is known by the Club. In the event the Club elects to terminate this Lease, each Party shall be entitled to the proceeds of any insurance it has procured, there shall be an abatement of all monies due hereunder, and the Club shall be entitled to fifty percent (50%) of any Capital Improvements Funds available as of the date of such damage or destruction. Upon payment of any sums then owing by either Party to the other, the Parties shall be released from all future liability hereunder except for liability under the indemnity provisions hereof, which shall survive such termination.

- (B) Restoration of Leased Premises. If the Club does not elect to terminate this Lease as a result of Substantial Interference of either of the Leased Premises, then at its expense, the County shall restore the Leased Premises to as good as condition as existed previously and the Club shall not be released from any obligations hereunder except that there will be an abatement of all monies due hereunder for the period of unavailability.
- (C) Prompt Repair and Rebuilding. If either of the Leased Premises is damaged or destroyed by fire or other casualty and the Leased Premises are unavailable for less than one (1) Spring Training season during the Term and any Renewal Term, the County shall promptly repair and rebuild the Leased Premises. In such event, all Club obligations hereunder shall be suspended during the time period for which the Leased Premises are unavailable.
- (D) Temporary Facilities. If, during any period the Leased Premises are unavailable, the Club must find an alternative location for Spring Training, the County shall make reasonable efforts, if requested by the Club, to make a temporary Spring Training facility available to the Club. Adjustment to the annual lease payment shall be adjusted.
- (E) Effect on Obligations. Except to the extent provided for in this paragraph or elsewhere in this Lease, neither the monies payable by the Club nor any of the Club's other obligations under any provisions of this Lease shall be affected by any damage to or destruction of the Leased Premises by any cause whatsoever.

31. STATE OF FLORIDA ECONOMIC DEVELOPMENT FUNDS. The legislature of the State of Florida has authorized state sales tax distributions to certain units of local government for funding of professional sports franchise facilities located within the State of Florida (the "State Development Funds"). The County submitted an application to the State of Florida on July 6, 2012 to the Florida Department of Economic Development and was granted such funding assistance for the improvements that are described in the Spring Training Development Agreement. In connection with this application and as a condition of any award of funding under Florida Statutes Section 288.11621(2)(a)(2), the Club must agree to reimburse the State of Florida for the funds expended by the County for the costs of the improvements to the Leased Premises that the County received from the State of Florida if the Club relocates before the Term of this Lease expires.

- (A) Reimbursement Covenant. The Club covenants and agrees with the County that it will reimburse the State of Florida for the State Development Funds expended by the County for the improvements to the Leased Premises that the County has received from the State of Florida and expended in connection with the Leased Premises in accordance with the Spring Training Development Agreement, if the Club relocates to another facility before the Term of this Lease expires, or if the County terminates this Lease pursuant to its rights under Section 29(A)(i), subject to the contrary provisions of Section 31(B) below if the State of Florida does not decertify the County with respect to the Leased Premises, herein.

(B) Effect of County Default. The Parties agree that if the Club terminates this Lease and relocates to another facility pursuant to the exercise of its termination rights under this Lease following a County Default pursuant to Section 29(C) herein, the Club will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination and relocation, and the Club will not be required by the County or the State of Florida to repay, and the Club will not have any obligation to repay either the County or the State of Florida, for any State Development Funds for the improvements to the Leased Premises in connection with such Club termination. The County shall hold the Club harmless from any assertion or claim by the State of Florida that State Development Funds shall be repayable to the State of Florida by the Club if this Lease is terminated pursuant to the circumstances described in this Section 31(B).

(C) County Reporting Obligations Upon Termination. The Parties agree that if the County terminates this Lease pursuant to Sections 29(A)(i) through (v), the County will promptly notify the Agency of the circumstances for such termination and will then follow the statutory provision for decertification by the State as set out in Section 288.11621(5), Florida Statutes. Provided, however, if the Agency makes an affirmative determination not to decertify the County, neither the County nor the State of Florida will have the right or authority to require the Club to repay at any time the then-expended State Development Funds for the improvements to the Leased Premises of the County termination. The County shall hold the Club harmless from any assertion or claim by the State of Florida that State Development Funds shall be repayable to the State of Florida by the Club if no such decertification arises in connection with the termination of this Lease as described in this Section 31(C).

32. GENERAL PROVISIONS. This Lease shall be governed by, construed and enforced in accordance with the laws of the State of Florida.

(A) Assignment. The covenants, terms, conditions, provisions and undertakings in this Lease, or in any renewals thereof, shall extend to and be binding upon the heirs, personal representatives, executors, administrators, successors and assigns of the respective Parties hereto as if they were in every case named and expressed and wherever reference is made to either of the Parties hereto shall be held to include and apply also to the heirs, personal representatives, executors, administrators, successors and assigns of such Party as if in each and every case so expressed.

(B) Deliveries. The Parties agree to execute and deliver any instruments in writing, which are necessary to carry out any agreement, term, condition or assurance in this Lease, whenever the occasion shall arise and request for such instrument shall be made.



- (C) Remedies Cumulative. The specified remedies to which the Parties may resort under the terms of this Lease are cumulative and not intended to be exclusive of any other remedies or means of redress to which the Parties may be lawfully entitled in case of any breach or threatened breach of any provision or provisions of this Lease.
- (D) Entire Agreement. This Lease and any exhibits attached hereto contain the entire agreement and understanding between the Parties from and after the Commencement Date, and is a complete and exclusive statement of the terms thereof; provided, however, that (i) any exhibit to this Lease that is intended or required by the Spring Training Development Agreement to be amended to conform with the Parties mutual agreement as reflected in the Spring Training Development Agreement shall be amended and restated and shall become an integral and essential exhibit, as amended, to this Lease, and (ii) the Original Agreement, the Amended Agreement and the Conditional Agreement shall be valid for the time periods prior to the Commencement Date as specified in this Lease; and with respect to the Amended Agreement, such time period as specified in this Lease upon a termination by the Club as described in Section 29(C). Except with respect to the Original Agreement, the Amended Agreement and the Conditional Agreement, after the Commencement Date this Lease shall supersede all prior oral and written understandings or agreements, terms or conditions relating to the Leased Premises, including the Public Facility Use Agreement by and between Lee County and the Club, dated December 18, 1991, and neither Party has relied on any representation, express or implied, not contained in this Lease or the simultaneous or prior writings heretofore. Any amendment or modification of this Lease may not be changed or supplemented orally, but shall be in writing and signed by the Parties. This Lease may not be amended, supplemented or otherwise modified, and no provision of this Lease may be waived, unless all necessary MIB Approvals have been obtained in advance thereof.
- (E) Representations. Each of the Parties represents and warrants that as of the date hereof and throughout the Term and any Renewal Term (i) it has all requisite authority to enter into this Lease and to perform its obligations hereunder, (ii) that the execution and delivery of this Lease and the performance of its obligations hereunder have been duly authorized by all necessary action on the part of such Party, and (iii) upon due execution and delivery by such part, constitutes a legal, valid and binding obligation of the part, enforceable against such Party in accordance with its terms.
- (F) Severability. If any term or other provision of this Lease is found to be invalid, illegal or incapable of being enforced by any rule of law or public policy by a court of competent jurisdiction, all other terms and provisions of this Lease shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such determination that any term or other



provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Lease so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

- (G) Governing Document. At and upon the Commencement Date, this Lease shall govern the relationship of the Parties with respect to the Leased Premises and the subject matter of this Lease, provided, however, that the Capital Improvement Fund shall survive the termination of this Lease for the benefit of the Club and the County, respectively.
- (H) Major League Baseball. Notwithstanding any other provision of this Lease, this Lease and any rights or exclusivities granted by the Club hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County rights in areas outside of, the Spring Training Territory of the Club as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Lease, except as are specifically approved in writing by the applicable MLB Entities.
- (I) Survival. If this Lease is terminated or expires, the following provisions shall survive such termination or expiration: Preamble Recitals, Articles 23 (Hold Harmless/Insurance), 24 (Disputes), 27 (Notices), 29 (Termination and Remedies), 30 (Fire or Other Casualty), 31 (State of Florida Economic Development Funds), 32 (General Provisions) and Sections 3(A) (Ticket Sales from Gross Revenues), 4(B) (Club Retained Revenue), 5(A) (Consultation and Club Concession Revenues), 5(C) (Costs and Expenses of Concession Operations), and 5(F) (Concession Equipment).
- (J) Radon Gas. As required by Section 404.056, Florida Statutes, notice is hereby given that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to individuals who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (K) No Third Party Beneficiaries. This Lease is solely for the benefit of the Parties hereto; no third parties that are not signatories to this Lease have any right to make or bring any claims as being beneficiaries hereunder at any time or under any circumstances.

33. **DEFINITIONS.** For purposes of this Lease and any Exhibits to this Lease, the following terms have the meanings specified.

"Agency" shall have the meaning set forth in Section 31(B) of this Lease.

"Amended Agreement" shall have the meaning set forth in the Preamble Recitals to this Lease.

"Amendment Date" shall have the meaning set forth in the Preamble Recitals to this Lease.

"Base Annual Rent" shall have the meaning set for in Section 8 of this Lease.

"BOC" shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

"Capital Improvements Fund" shall have the meaning set forth in Section 12(B)(1) of this Lease.

"Club" shall have the meaning set forth in the Preamble to this Lease.

"Club Assets" shall have the meaning set forth in Section 16(A) of this Lease.

"Club Default" and "Club Defaults" shall have the meaning set forth in Section 29(A) of this Lease.

"Club Home Television Territory" means the states of Minnesota, North Dakota, South Dakota and Iowa and the following counties in the state of Wisconsin: Barron, Burnett, Dunn, Pepin, Pierce, and St. Croix; however, the foregoing geographical area is subject to future revision by MLB under the MLB Rules and Regulations.

"Club Indemnified Parties" shall have the meaning set forth in Section 23(A) of this Lease.

"Club Intellectual Property" shall have the meaning set forth in Section 7(D)(2) of this Lease.

"Club Non-Baseball Event" shall have the meaning set forth in Section 2(E) of this Lease.

"Club Parties" shall have the meaning set forth in Section 23(B) of this Lease.

"Club's Exclusive Baseball Activities" shall have the meaning set forth in Section 2(C) of this Lease.

"*Club's Exclusive Use Areas*" shall have the meaning set forth in Section 2(D) of this Lease.

"*Commencement Date*" shall have the meaning set forth in Section 1 of this Lease.

"*Commissioner*" shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

"*Composite Mark*" shall mean a special purpose Club intellectual property mark, which includes the Club's trademarks, logos, names and similar intellectual property that utilizes one or more name or similar intellectual property of the County, including the image of the Premises and the name William H. Hammond Stadium or any derivative thereof, created for promotion, marketing, advertising and other uses contemplated by this Lease. Composite Marks shall be created, used, owned and registered exclusively by the Club. The Club disclaims, and shall disclaim, in any registration and/or application any ownership or other right in and to any County name or other intellectual property used therein.

"*Concessions*" shall have the meaning set forth in Section 5 of this Lease.

"*Conditional Agreement*" shall have the meaning set forth in the Preamble Recitals to this Lease.

"*County*" shall have the meaning set forth in the Preamble to this Lease.

"*County Capital Improvements*" shall have the meaning set forth in Section 12(B)(5) of this Lease.

"*County Default*" and "*County Defaults*" shall have the meaning set forth in Section 29(C) of this Lease.

"*County Suite*" shall have the meaning set forth in Section 3(B) of this Lease.

"*Escrow Agreement*" shall have the meaning set forth in Section 1 of this Lease.

"*Gross Revenues From Concessions*" shall have the meaning set forth in Section 5(A) of this Lease.

"*Gross Revenues From Ticket Sales*" shall have the meaning set forth in Section 3(A) of this Lease.

"*Hotels*" shall have the meaning set forth in Section 6(B) of this Lease.

"*Lease*" shall have the meaning set forth in the Preamble to this Lease.

"*Leased Premises*" shall have the meaning set forth in Section 2 of this Lease.

**"Major League Baseball"** or **"MLB"** shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

**"Major League Baseball Club(s)"** or **"Major League Club(s)"** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

**"Major League Constitution"** shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

**"Major League Rules"** shall mean those certain rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

**"Major League Stadium"** shall have the meaning set forth in Section 2(A) of this Lease.

**"Minor League Complex"** shall have the meaning set forth in Section 2(A) of this Lease.

**"Minor League(s)"** shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

**"MLB Approval"** shall mean, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

**"MLB Entity"** shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

**"MLB Governing Documents"** shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League

Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of November 1, 2006, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

**"MLB Rules and Regulations"** shall mean (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

**"More Favorable Provisions"** shall have the meaning set forth in Section 1(C) of this Lease.

**"Original Agreement"** shall have the meaning set forth in the Preamble Recitals to this Lease.

**"Original Agreement Date"** shall have the meaning set forth in the Preamble Recitals to this Lease.

**"Party"** or **"Parties"** shall have the meaning set forth in Preamble to this Lease.

**"Person"** shall mean any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, governmental authority or entity or any other legal entity or business or investment enterprise.

**"Premises"** shall have the meaning set forth in Section 2 of this Lease.

**"Professional Baseball Agreement"** shall mean that certain agreement of BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

**"Renewal Term"** or **"Renewal Terms"** shall have the meaning set forth in Section 1 of this Lease.

**"Signature Date"** shall have the meaning set forth in the Preamble to this Lease.

**"Spring Training"** shall mean the training period during winter and early spring of any year during which the Club prepares for the next following Major League Baseball season, and shall be deemed to include time reasonably required for (i) the preparation of

the Leased Premises (as defined below), (ii) planning for the start of Spring Training, (iii) additional Minor League player training between the end of Major League Baseball Spring Training and the commencement of the Minor League season, and (iv) a reasonable period for the "winding down" of Spring Training activities by the Club. It is anticipated by the Parties that the foregoing time frame will be from approximately January 15 to approximately April 15 of each calendar year during the Term and any Renewal Term.

"*Spring Training Development Agreement*" shall mean that certain Spring Training Development Agreement entered into concurrently with the execution of this Lease by and between the County and the Club, attached to this Lease as **Exhibit D**, for the design, development, construction, improvement and commissioning of such construction and improvement of the Lee County Sports Complex as such exists prior to and upon the execution and delivery of this Lease, including, without limitation, the Major League Stadium, the Minor League Complex, training facilities, practice fields, clubhouses, dormitory/sleeping rooms and offices (including ticket offices), dedicated parking facilities and other appurtenances and improvements on or about the site of the Lee County Sports Complex (such site as set forth in **Exhibit A**), the terms and conditions of which are incorporated by reference to this Lease.

"*Spring Training Territory*" shall mean that territory (i) within the Club Home Television Territory, and (ii) with respect to spring training related rights and benefits set forth in this Lease, in and immediately surrounding the Premises location, immediately prior to, during or immediately after the period that Club's Spring Training games are played.

"*Stadium Complex*" shall have the meaning set forth in **Section 2(A)** of this Lease.

"*State Development Funds*" shall have the meaning set forth in **Section 31** of this Lease.

"*Substantial Interference*" shall have the meaning set forth in **Section 30(A)** of this Lease.

"*Target Field*" shall mean that certain Major League Baseball ballpark named "Target Field" in the City of Minneapolis, Minnesota which is the home venue for the Club's regular season and postseason games.

"*Term*" shall have the meaning set forth in **Section 1** of this Lease.

"*Ticket Sales*" shall have the meaning set forth in **Section 3** of this Lease.

**[SIGNATURE PAGE FOLLOWS]**

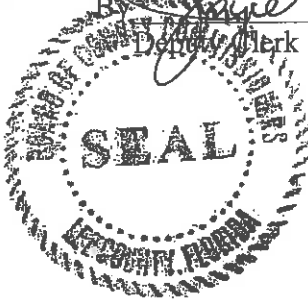
IN WITNESS WHEREOF, the Parties hereto have executed this Lease on the 6th day of November, 2012.

ATTEST:

CHARLIE GREEN, CLERK OF COURT

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By *Yvonne Townsend*  
Deputy Clerk



The seal is circular with a dotted border. Inside the border, the text "BOARD OF COUNTY COMMISSIONERS" is written around the top and "LEE COUNTY, FLORIDA" around the bottom. In the center, the word "SEAL" is prominently displayed.

By *J. Manning*  
Chairman

APPROVED AS TO FORM

By *Judrea H. Pauer*  
County Attorney

WITNESSES:

MINNESOTA TWINS, LLC

Target Field  
1 Twins Way  
Minneapolis, Minnesota 55403

*Greg Elliott*  
*Danielle Berg*

By *David [Signature]*  
President

[SIGNATURE PAGE TO AMENDED AND RESTATED 2012 STADIUM LEASE  
AGREEMENT]

**EXHIBIT A**  
**STADIUM LAND AREA**  
**ORIGINAL STADIUM PROPERTY**



EXHIBIT "A"

A tract of parcel lying in the northeast quarter 142 1/4 of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract of parcel is described as follows:

From the southeast corner of the northeast quarter 142 1/4 of said Section 30 run North 27° 16' 30" West along the west line of said northeast quarter 142 1/4 for 821.29 feet to the point of beginning.  
From said Point of Beginning continue North 01° 53' 00" West along said west line for 1221.55 feet; thence run North 05° 55' 00" East parallel with the south line of said fraction for 2104.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Swamps as described in S.R. Book 1175 at Page 682; thence run southwestwardly along said northwesterly line along the arc of a curve to the point of course 5424.73 feet (course bearing South 23° 43' 17" East) (chord 2116.17 feet) (chord bearing 23° 43' 31" for 2129.18 feet, course not South 23° 43' 43" West for 1754.31 feet to the point of beginning.

Bearings hereinafter mentioned are Plane Coordinates for the Florida Zone Zone derived from the Florida Department of Transportation cadastral survey for Six Mile Cypress Swamps.

84209678103

MADE PUBLIC BY  
30 APR 19 05 11:56

## NEW ACQUISITION PROPERTY

### EXHIBIT "A"

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 19, Township 35 South, Range 23 West, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southeast corner of the Northeast Quarter (NE 1/4) of said Section 19, run North 02 Degrees 18' 00" West along the West line of said Northeast quarter (NE 1/4) for 431.31 feet; thence run North 88 Degrees 37' 41" West parallel with the South line of said quarter for 1594.31 feet to an intersection with the curved right-of-way line of the Old Cypress Railway as described in G.O. Book 1114, page 236 of the Public Records of Lee County, Florida, thence run Southwesterly along said right-of-way line along the east of a curve in the right of way for 5004.55 feet (said bearing South 26 Degrees 25' 25" West, chord 226.42 feet from 02 Degrees 07' 41" to 88 Degrees 37' 41" to a point of tangency; thence run South 88 Degrees 37' 41" West for 431.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4) of said Section 19, then 02 Degrees 18' 40" West for 431.29 feet to the Point of Beginning.

LESS AND EXCEPT the West 50 feet thereof.

Mapings hereon were made and are from a plan for the Florida West Coast derived from Florida Department of Transportation records and are by the Florida Highway Bureau.

Survey Description Number: 31-4545-01-11111111

## EXHIBIT B

### CLUBS EXCLUSIVE USE AREAS

#### I. Private Use By Club – Year Round

##### A. William H. Hammond Stadium

1. Largest Storage Room in Major League clubhouse and one storage room to be constructed beneath the seating bowl of the Major League Stadium
2. Training and Treatment Room in Major League clubhouse (including Storage Room, Doctor's Office and Trainer's Office, Hydrotherapy Area)
3. 3rd Floor Office Level
4. Concessions Stands and Novelty Store

Subsequent to operating agreement with Minor League affiliate, Miracle Baseball currently runs all Concessions for Twins.

5. Video Room to be constructed and located outside the Major League Stadium clubhouse adjacent to the batting tunnels.
6. The office used by the Twins Ticket Manager which shall be secured at the conclusion of each Spring Training period

##### B. Minor League Clubhouse -

1. All Areas inside the Clubhouse Building, including offices, meeting rooms, player clubhouse, coaches locker rooms, storage, Laundry and access hallways
2. Storage Room adjacent to Batting Tunnels
3. Video Room and facilities to be constructed and located adjacent to Weight Training Room and Batting Tunnels

##### C. Minor League Office

All Areas inside the office building  
(Reception Area, 4 offices, conference room, & storage room)

- D. Weight Training Room and Athletic Training & Treatment Room (to become connected facilities in the same 6,000 sf building)

3,600 sf main weight training room, plus office & storage room

2,400 sf athletic training room that was originally constructed as a large meeting space

Hydrotherapy room to be constructed adjacent to new athletic training room

- E. [RESERVED]

- F. Player Development Academy

Entire facility including, without limitation, Dining Room and Kitchen, Tiered Meeting Space (Theater), offices, classrooms, recreation areas, storage rooms, laundry facilities and sleeping rooms.

The theater may be used by the County as is the case with current use of the Meeting and Conference Room; however, such use shall be scheduled and subject to the management of the Club.

- II. Private Use By Club - Spring Training Only  
(Approximately January 15 through April 15)

- A. Stadium Complex

1. Major League Clubhouse  
Main Locker Room, all offices, storage rooms and Shower Area
2. Visitors Clubhouse  
Locker Room, Manager's Office, Coaches Locker Room, Training Room and Shower Area
3. Umpires Room
4. 4th Floor Media Level  
  
Including, without limitation, Offices, Radio & Television Broadcast Booths, Main Press Area, Public Address Booth, All skybox suites and storage areas.
5. Press Dining Room

B. Ticket Office (Starting on or around January 1 of each year)

III. Exclusive Use Areas as set forth in the Spring Training Development Agreement set forth as Exhibit D

IV. Other

A. Florida Instructional League

Club shall have the option to use the Major League clubhouse in the Stadium Complex, and areas described in II. (A) (1) above during the Instructional League (approximately September 15 – October 31). Or, Club may elect to use Minor League clubhouse facilities for this program.

B. Fantasy Camps

As per III. (A) above, Club shall have the option to use the Major League clubhouse in the Stadium Complex or the Minor League clubhouse.

**EXHIBIT C**  
**ESCROW AGREEMENT**

**EXHIBIT D**

**SPRING TRAINING DEVELOPMENT AGREEMENT**

**EXHIBIT E**

**SCHEDULE OF BASE ANNUAL RENT PAYMENTS**

<u>Year</u>	<u>Club</u>
1	\$500,000
2	\$500,000
3	\$500,000
4	\$500,000
5	\$500,000
6	\$515,000
7	\$515,000
8	\$515,000
9	\$515,000
10	\$515,000
11	\$530,450
12	\$530,450
13	\$530,450
14	\$530,450
15	\$530,450
16	\$546,364
17	\$546,364
18	\$546,364
19	\$546,364
20	\$546,364
21	\$562,754
22	\$562,754
23	\$562,754
24	\$562,754
25	\$562,754
26	\$579,637
27	\$579,637
28	\$579,637
29	\$579,637
30	\$579,637
	<u>\$16,171,025</u>



EXHIBIT F

CAPITAL IMPROVEMENT FUND

<u>Year</u>	<u>Club</u>	<u>County</u>	<u>Total</u>	<u>Cum. Total</u>
1	\$60,000	\$60,000	\$120,000	\$120,000
2	\$60,000	\$60,000	\$120,000	\$240,000
3	\$60,000	\$60,000	\$120,000	\$360,000
4	\$60,000	\$60,000	\$120,000	\$480,000
5	\$60,000	\$60,000	\$120,000	\$600,000
6	\$60,000	\$60,000	\$120,000	\$720,000
7	\$60,000	\$60,000	\$120,000	\$840,000
8	\$60,000	\$60,000	\$120,000	\$960,000
9	\$60,000	\$60,000	\$120,000	\$1,080,000
10	\$60,000	\$60,000	\$120,000	\$1,200,000
11	\$60,000	\$60,000	\$120,000	\$1,320,000
12	\$60,000	\$60,000	\$120,000	\$1,440,000
13	\$60,000	\$60,000	\$120,000	\$1,560,000
14	\$60,000	\$60,000	\$120,000	\$1,680,000
15	\$60,000	\$60,000	\$120,000	\$1,800,000
16	\$60,000	\$60,000	\$120,000	\$1,920,000
17	\$60,000	\$60,000	\$120,000	\$2,040,000
18	\$60,000	\$60,000	\$120,000	\$2,160,000
19	\$60,000	\$60,000	\$120,000	\$2,280,000
20	\$60,000	\$60,000	\$120,000	\$2,400,000
21	\$60,000	\$60,000	\$120,000	\$2,520,000
22	\$60,000	\$60,000	\$120,000	\$2,640,000
23	\$60,000	\$60,000	\$120,000	\$2,760,000
24	\$60,000	\$60,000	\$120,000	\$2,880,000
25	\$60,000	\$60,000	\$120,000	\$3,000,000
26	\$60,000	\$60,000	\$120,000	\$3,120,000
27	\$60,000	\$60,000	\$120,000	\$3,240,000
28	\$60,000	\$60,000	\$120,000	\$3,360,000
29	\$60,000	\$60,000	\$120,000	\$3,480,000
30	\$60,000	\$60,000	\$120,000	\$3,600,000
	<u>\$1,800,000</u>	<u>\$1,800,000</u>	<u>\$3,600,000</u>	

## ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is entered into this **6th** day of **November, 2012**, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida ("County"), the **MINNESOTA TWINS, LLC, LIMITED PARTNERSHIP**, a Delaware limited liability company ("Club"), **THE OFFICE OF THE COUNTY ATTORNEY FOR LEE COUNTY, FLORIDA** (the "County Attorney"), and **BRIGGS AND MORGAN, P.A.** (collectively with the County Attorney, "Escrow Agents" or individually an "Escrow Agent") and together with the County and the Club, the "Parties", or individually, a "Party").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

This Agreement relates to that **Spring Training Facility Development Agreement** dated November 6, 2012, by and between the County and the Club (the "Development Agreement").

Pursuant to Section 12 of the Development Agreement, the County and the Club have entered into that certain Spring Training Facility Lease Agreement between Lee County and the Minnesota Twins, LLC, with a Signature Date of **November 6, 2012** (the "Lease").

Escrow Agent, the County Attorney, hereby acknowledges receipt of two originals of the Lease (collectively, the "Original Leases"), executed by both the County and the Club, and the Escrow Agents agree that the Original Leases shall be held in escrow (the "Escrow") until the Commencement Date, as defined in the Lease, and receipt of the joint written instructions of the County and the Club to release the Original Leases from Escrow, at which time Escrow Agents shall deliver from Escrow one Original Lease to the County and one Original Lease to the Club.

Upon completion and delivery of the Original Leases, Escrow Agents shall be automatically released and discharged of their escrow obligations hereunder and all liability associated with the Escrow. Escrow Agents will have no liability under this Agreement unless an Escrow Agent is determined by a Court of competent jurisdiction to have been grossly negligent or committed willful misconduct in the performance of the duties set forth herein.

In the event conflicting demands are made on an Escrow Agent, or an Escrow Agent, in good faith, believes that any demands with regard to the Original Leases are in conflict or are unclear or ambiguous, such Escrow Agent may bring a declaratory or interpleader action in an appropriate court. Such action shall not be deemed to be the "fault" of the Escrow Agent bringing the action, and the Escrow Agent is entitled to reimbursement from the County and the Club for its reasonable costs and attorneys fees in connection with the same, through final appellate reviews.

Limitations of Liability

Without limitation, neither Escrow Agent shall be liable for:

- a. The legal effect, insufficiency, or undesirability of any instrument deposited with or delivered by or to an Escrow Agent or exchanged by the Parties hereunder, whether or not Escrow Agents prepared such instrument.
- b. Escrow Agents act hereunder as a depository only, and are not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same; of the identity, authority, or rights of any person executing or depositing the same.
- c. An Escrow Agent shall not be required to take or be bound by notice of default of any person, or take any action with respect to such default involving any expense or liability, unless notice in writing is given to the Escrow Agents of such default and unless they are indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agents of written instructions of all the Parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by the Escrow Agents.
- d. An Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt or other paper or document believed by Escrow Agent to be genuine.
- e. An Escrow Agent shall not be liable for any error or judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agents shall have no duties to anyone except those signing these instructions.
- f. Escrow Agent may consult with legal counsel in the event of any dispute of questions as to the construction of the foregoing instructions, or the Escrow Agents' duties hereunder, and an Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.
- g. An Escrow Agent's compliance with any legal process, subpoena, writ, order, judgment or decree of any court, whether issued with or without jurisdiction, whether or not subsequently vacated, modified, set aside or reversed.

Any notice given to an Escrow Agent must be delivered by certified U.S. mail, return receipt requested, or by a national overnight courier service, such as FedEx, delivered to the following addresses:

Lee County Attorney's Office  
2115 Second Street, 6<sup>th</sup> Floor  
Post Office Box 398  
Fort Myers, FL 33902-0398  
Telephone: (239) 533-2236

Briggs and Morgan, P.A.  
2200 IDS Center  
80 South 8<sup>th</sup> Street  
Minneapolis, MN 55402  
Telephone: (612) 977-8492

Any notice delivered by the County or the Club to an Escrow Agent shall concurrently be delivered to the other Escrow Agent and to the other Party.

This Agreement, and any document or instrument entered into, given or made pursuant to this Agreement or authorized hereby, and any amendment or supplement thereto may be executed in two or more counterparts, and, when so executed, will have the same force and effect as though all signatures appeared on a single document. Any signature page of this Agreement or of such amendment, supplement, document or instrument may be detached from any counterpart without impairing the legal effect of any signatures thereon, and may be attached to another counterpart identical in form thereto but having attached to it one or more additional signature pages. Facsimile or PDF copies of any amendment to this Agreement executed by the Parties may be relied upon as an original signature.

The County and the Club recognize and acknowledge that Escrow Agents are counsel for the County and the Club, respectively, and that Escrow Agents have agreed to serve as Escrow Agents only as a convenience to the Parties. The Parties agree that Escrow Agents may continue to represent the County and the Club in this and any other transaction or matter including, without limitation, representation in disputes between the County and the Club, disputes concerning the Development Agreement, the Original Leases and disputes concerning Escrow Agents' responsibilities hereunder.

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[Signatures on Following Page]

Signature Page to Escrow Agreement dated November 6, 2012.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

ATTEST: CHARLIE GREEN  
CLERK OF COURTS

By: Joye Townsend



BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

By: J. Morring  
Chair

Date: November 6, 2012

APPROVED AS TO FORM:

By: Andrea B. Meek  
Office of the County Attorney

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[Signatures on Following Page]

Signature Page to Escrow Agreement dated November 6, 2012.

**WITNESSES:**

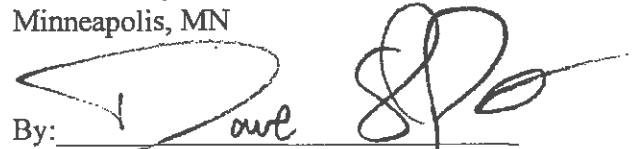

**MINNESOTA TWINS, LLC**

Target Field  
1 Twins Way  
Minneapolis, MN

By: 

Print Name: Kip W. Elliott

Date: 11/21/12

By:  Paul   
President

Date: 11/21/12

By: Danielle Berg

Print Name: Danielle Berg

Date: 11/21/12

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[Signatures on Following Page]



**Economic Impact of Twins Spring Training Visitors**  
**(from Davidson-Peterson Associates, Inc., unless otherwise noted)**

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Number of games	16	19	13	16	16	19	14	16	15	18	15
Official Total Attendance	124,934	129,589	104,712	129,453	117,503	113,845	107,806	118,579	121,005	121,562	110,770
Estimated Lee County Visitor Attendance	91,587	94,959	76,762	94,899	86,139	83,457	79,030	91,662	88,706	89,115	84,208
Estimated Spring Training Expenditures	\$ 22,644,075	\$ 23,487,786	\$ 18,978,872	\$ 23,463,136	\$ 21,297,219	\$ 20,634,213	\$ 19,539,654	\$ 22,662,806	\$ 21,931,951	\$ 22,032,906	\$ 20,076,874
Direct Local Government Tax Collections	\$ 620,577	\$ 643,699	\$ 520,129	\$ 643,024	\$ 583,665	\$ 565,495	\$ 535,498	\$ 621,090	\$ 601,060	\$ 603,827	\$ 550,221
Direct State Government Tax Collections	\$ 1,620,080	\$ 1,680,444	\$ 1,357,851	\$ 1,678,680	\$ 1,523,719	\$ 1,476,284	\$ 1,397,973	\$ 1,621,421	\$ 1,569,131	\$ 1,576,354	\$ 1,436,408
Direct Employment	329	341	276	341	309	300	284	329	319	320	292
Total Local Government Tax Collections	\$ 1,218,392	\$ 1,263,789	\$ 1,021,181	\$ 1,262,462	\$ 1,145,923	\$ 1,110,249	\$ 1,051,355	\$ 1,219,400	\$ 1,180,075	\$ 1,185,507	\$ 1,080,260
Total State Government Tax Collections	\$ 2,430,855	\$ 2,521,428	\$ 2,037,393	\$ 2,518,782	\$ 2,286,269	\$ 2,215,095	\$ 2,097,594	\$ 2,432,866	\$ 2,354,408	\$ 2,365,246	\$ 2,155,264
Total Employment	467	485	391	484	439	426	403	467	452	454	414

Note 1: 2009 includes games played against the Puerto Rican and Netherlands national teams during the World Baseball Classic.

Note 2: 2010 covers only 13 games in Florida as the Twins played two additional pre-season games in Minnesota.

Note 3: 2015 estimates supplied by Lee County Office of Sports Development.



# Section 5

Certification Criteria as required by 288.11621(2), F.S. (2011)

---

## Criteria 1

### **Florida Statute 288.11621(2)(a)(1.)**

*The applicant is responsible for the acquisition, construction, management, or operation of the facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.*

Lee County holds title to the property on which the facility is located and Lee County Parks and Recreation manages, operates and maintains Hammond Stadium and the Lee County Sports Complex. Lee County Construction and Design is responsible for all construction and renovations to the facility.

Attachment A: Warranty Deeds for the property in question

## Criteria 2

### **Florida Statute 288.11621(2)(a)(2.)**

*The applicant has a certified copy of a signed agreement with a spring training franchise for the use of the facility for a term of at least 20 years. The agreement also must require the franchise to reimburse the state for state funds expended by an applicant under this section if the franchise relocates before the agreement expires. The agreement may be contingent on an award of funds under this section and other conditions precedent.*

See Section 3 for copies of the Stadium Improvement Spring Training Development Agreement and the Stadium Lease Agreement between Lee County and the Minnesota Twins, LLC.

Key Terms of the 2012 Stadium Lease Agreement  
Between Lee County  
And  
Minnesota Twins

**Term:** 30 years – option to extend 2 separate, but consecutive periods of 10 years each

**Leased Premises:** Major League Stadium and Minor League Complex Exclusive Use During Spring

**Ticket Sales:** Club sets prices, operate and manage all ticketing operations – receives all “Gross Revenues from Ticket sales”. Club provides County, at no charge, 40 admission tickets for reserved ticket seating and use of the suite to accommodate up to 40 people.

**Parking:** The Club is responsible for collecting all parking fees and related revenue derived from Spring Training activities and all other professional related events. Parking management during Spring Training is the responsibility of the Club.

**Concessions:** The Club or its designee shall control the sale of food, beverages merchandise, novelties, and logo items. The Club agrees to consult periodically with the County concerning concession prices. “Gross Revenues From Concessions” shall be the sole and exclusive property of the Club.

**Message Center/Billboard:** Except for approved events held by the County, the Club shall be entitled to sell rights with respect to the Leased Premises. All revenues received from or in connection with the lease shall be the property of the Club or its designee.

**Naming Rights:** The Club has exclusive naming (and presenting sponsorship) rights to all or any portion of the stadium complex and any building located on the leased premises.

**Lease Payments:** Club leases facility from the County for \$500,000 per year

**Fantasy Camps:** Club or designee shall hold or conduct any fantasy camp at the facility at any time during the term and the Club shall pay no additional costs. All revenues derived from such Club fantasy camps shall be the property of the Club.

**Broadcasting:** The Club shall retain any and all broadcasting and television rights for games played by the Club.

**Games Played:** The Club will play regularly scheduled Spring Training home games exclusively at the Major League Stadium.

**Operating Maintenance and CIP:** Throughout the term the County shall at its sole expense, provide cleaning and repair and operational maintenance services for the leased premises. The Club shall be responsible for providing janitorial services for the Clubs exclusive use areas. The County and the Club have established an account for mutually agreed upon capital improvement projects to benefit the leased premises. The County shall be financially responsible for and undertake capital improvements to the leased premises.

**Equipment:** The County shall be solely responsible for providing all equipment necessary to operate the leased premises.

**Tourist Promotion:** The County and the Club agree to develop an ongoing promotional partnership for the purpose of promoting Spring Training games and ticket sales, as well as tourism opportunities in the County.

**Services and Personnel:** The Club or its designee shall hire and be responsible to pay for concessions, ticketing, advertising and other personnel necessary to service patrons. The Club shall provide security within the Major League Stadium for any Club related activities. The County will be responsibility for traffic control and assistance for ingress and egress to and from the stadium complex for all spring Training games only.

**Club Alterations and Property Rights:** The Club shall not in any permanent alterations or permanent additions to the physical structure of the leased premises without first requesting and obtaining written approval from the County.

**Utilities:** The County is responsible for the cost of all utilities of the leased premises. The Club shall reimburse the county costs associated with the Clubs Exclusive use areas and for field lighting for any evening games played by the Club.

**Operations:** Exclusive use of the leased premises by the Club during Spring Training includes operational jurisdiction over the various service providers, subcontractors and other persons who may be involved or working at the facility, but shall not include County employees.

### Criteria 3

**Florida Statute 288.11621(2)(a)(3.)**

*The applicant has made a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a spring training franchise. The commitment may be contingent upon an award of funds under this section and other conditions precedent.*

See Section 2: Actual Expenditures to demonstrate Lee County's financial commitment to provide more than 50 percent of the funds required for acquisition and renovation of the Lee County Sports Complex on behalf of the Minnesota Twins.

[Continued on next page]

#### **Criteria 4**

##### **Florida Statute 288.11621(2)(a)(4.)**

*The applicant demonstrates that the facility for a spring training franchise will attract a paid attendance of at least 50,000 annually to the spring training games.*

Minnesota Twins spring training attendance will continue to attract paid attendance well above the minimum threshold specified. In 2018, official attendance totaled 110,770.

#### **Criteria 5**

##### **Florida Statute 288.11621(2)(a)(5.)**

*The facility for a spring training franchise is located in a county that levies a tourist development tax under s. 125.0104.*

Lee County now collects a 5% tourist development tax which is allocated for expenditure as follows:

- 53.6% for tourist advertising and promotions
- 26.4% for beach and shoreline improvements
- 20% for sports facilities

Since 1982, the Lee County Board of County Commissioners has collected a tourist development tax under the authority of Chapter 125.0104, Florida Statutes.

Initially a 2% tax on short-term accommodations, Lee County Ordinance 82-33 has been amended several times, with an additional 1% levy added in March of 1988 and another 2% added in January 2006.

Attachment B: Copy of Lee County Tourist Development Ordinance 13-14 and Ordinance 16-18 which amends Ordinance 13-14.

Return to: (attach self addressed stamped envelope)

Name

Address

This Instrument Prepared by

Address

10500  
13750 P23  
THE DONALD J. CLAUSE ORGANIZATION OF FLORIDA, INC., A FLORIDA CORPORATION  
1725 S. W. 11th Street, Fort Myers, FL 33902

2716620

13,750.00

Grantee Name and U.S. #

Grantee Name and U.S. #

13750 P23  
13,750.00  
15B  
Notary Public

DR2096 Pch 4 03

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

# This Indenture,

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and assigns of the respective parties herein; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders, and, if said, the term "man" shall include all the names herein described if more than one.

Made this 15th day of September A. D. 19 89  
Between  
CLAUSE ENTERPRISES OF FT. MYERS, LTD., a Florida Limited Partnership  
of the County of Lee in the State of Florida  
party of the first part, and LEE COUNTY, a Political Subdivision of the State of Florida, whose mailing address is: P.O. BOX 398 FORT MYERS, FLORIDA 33902  
of the County of Lee in the State of Florida  
party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN--(\$10,00) & O.G.V.C.-----Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part his heirs and assigns forever, the following described land, situate lying and being in the County of Lee State of Florida, to wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

SUBJECT TO outstanding oil and mineral rights and taxes subsequent to 1988.

Acquisition approved by the Lee County Board of Commissioners on May 11, 1987 and accepted on behalf of the County by Michael Spalding, County Administrator on September 15, 1987 in accordance with Ordinance No. 72, 1987.

Approved As To Form.

By: [Signature]  
County Attorney

Property Appraiser's Parcel Identification Number: \_\_\_\_\_

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

[Signature]  
[Signature]

CLAUSE ENTERPRISES OF FT. MYERS, LTD.  
a Florida Limited Partnership  
BY: The Donald J. Clause Organization of Florida, Inc., a Florida L.S. Corporation, as General Partner L.S.  
BY: [Signature] L.S.  
John D. Clause, President L.S.

State of Florida }  
County of LEE }

I Hereby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John D. Clause, President of The Donald J. Clause Organization of Florida, Inc., a Florida Corporation, as General Partner of CLAUSE ENTERPRISES OF FT. MYERS, LTD., a Florida Limited Partnership, to me known and known to me to be the individual described in and who executed the foregoing deed, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at Fort Myers, and State of Florida, this 15th day of

Lee September 15 A. D. 19 89  
My Commission Expires \_\_\_\_\_

Notary Public

REC'D BY: \_\_\_\_\_  
© St. C. Washburn, D.C.

EXHIBIT "A"

OR2096 Pol 404

A tract or parcel lying in the northeast quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the southwest corner of the northeast quarter (NE 1/4) of said Section 30 run North  $01^{\circ} 10' 06''$  West along the west line of said northeast quarter (NE 1/4) for 621.20 feet to the point of beginning.  
From said Point of Beginning continue North  $01^{\circ} 10' 06''$  West along said west line for 1921.55 feet; thence run North  $88^{\circ} 55' 40''$  East parallel with the south line of said fraction for 2184.47 feet to an intersection with the curved northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119 at page 835; thence run southwesterly along said northwesterly line along the arc of a curve to the right of radius 5604.58 feet (chord bearing South  $23^{\circ} 42' 17''$  West) (chord 2116.37 feet) (delta  $21^{\circ} 45' 59''$ ) for 2129.15 feet; thence run South  $88^{\circ} 55' 40''$  West for 1294.31 feet to the point of beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone derived from the Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

CHARLIE GREEN (EE CIV FL  
89 SEP 18 AM 11:56

This instrument was prepared by and when recorded return to: JOAN DeMICHAEL HENRY LUSK, DRASFTES, TOLISANO & SMITH, P.A. 202 S. DEL PRADO BOULEVARD CAPE CORAL, FLORIDA 33990

Property Appraiser's Parcel Identification No. 30-45-25-00-00004.0000

WARRANTY DEED (Statutory Form -- Section 689.02, F.S.)

This Indenture, made this 18th day of March, 2011, Between Suriyah, LLC, a Florida Limited Liability Company, whose post office address is 5700 Harborage Drive, Fort Myers, FL 33912, grantor\*, and LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA whose post office address is P.O. Box 398, Fort Myers, FL 33902, grantee\*,

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

A tract or parcel of land lying in the Northeast Quarter (NE 1/4) of Section 30, Township 45 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the Southwest corner of the Northeast Quarter (NE 1/4) of said Section 30, run North 01° 10' 06" West along the West line of said Northeast Quarter (NE 1/4) for 621.29 feet; thence run North 88° 55' 40" East parallel with the South line of said fraction for 1294.31 feet to an intersection with the curved Northwesterly line of Six Mile Cypress Parkway as described in O.R. Book 1119, page 835 of the Public Records of Lee County, Florida, thence run Southwesterly along said Northwesterly line along the arc of a curve to the right of radius 5694.58 feet (chord bearing South 36° 15' 15" West) chord 359.62 feet (delta 03° 48' 37") for 359.68 feet to a point of tangency; thence run South 38° 15' 54" West for 434.29 feet to an intersection with the South line of said Northeast Quarter (NE 1/4); thence run South 88° 55' 40" West for 799.06 feet to the Point of Beginning.

LESS AND EXCEPT for West 50 feet thereof.

Bearings hereinabove mentioned are Plane Coordinates for the Florida West Zone derived from Florida Department of Transportation centerline survey for Six Mile Cypress Parkway.

SUBJECT TO reservations of record and taxes for the current year and subsequent.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed, and delivered in our presence:

Suriyah, LLC, Grantor

BY: Girish Patel, Manager (Corporate Seal)

(First Witness) Printed name: Gordon Duncan

(Second Witness) Printed name: Aashish Patel

STATE OF Florida COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me this 18th day of March, 2011, by Girish Patel, Manager of Suriyah, LLC, a FL corporation who is personally known to me and who has produced identification and who did (did not) take an oath.

My Commission Expires:

D.S. \$33,670.00 REC. \$10.00 TOTAL: \$33,680.00

Notary Public Printed, typed, or stamped name:



Acquisition approved by the Lee County Board of Commissioners action on 1/25/2011 and accepted on behalf of the board by Gordon R. Duncan on 3/23/2011 in accordance with B15-20110024 Project Diana Stadium Exp. Parcel

# Attachment B

## Tourist Development Tax Ordinance

---

While the hard-copy report submitted to the Florida Department of Economic Opportunity includes a full version of Lee County Ordinance 13-14 and Ordinance 16-18 which amends Ordinance 13-14, we provide a link to the document here:

<https://www.leegov.com/bocc/Ordinances/16-18.pdf>

<https://www.leegov.com/bocc/Ordinances/13-14.pdf>



**LEE COUNTY ORDINANCE NO. 16-18**

**AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, AMENDING LEE COUNTY ORDINANCE NO. 13-14, WHICH LEVIED, IMPOSED AND SET A FIVE PERCENT (5%) TOURIST DEVELOPMENT TAX THROUGHOUT LEE COUNTY PURSUANT TO THE "LOCAL OPTION TOURIST DEVELOPMENT ACT", SECTION 125.0104, FLORIDA STATUTES; AMENDING SECTION SIX BY ADDING PARAGRAPH F.; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS, CONFLICTS OF LAW, CODIFICATION, INCLUSION IN CODE AND SCRIVENERS ERRORS, PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Section 125.0104, Florida Statutes, provides for the levy of a "Local Option Tourist Development Tax" by any county; and

**WHEREAS**, under the provisions of Section 125.0104, Florida Statutes, the Board of County Commissioners, Lee County, Florida, did on June 2, 1982, adopt a Resolution establishing and appointing the members of the Lee County Tourist Development Council; and

**WHEREAS**, said Tourist Development Council has presented to the Board of County Commissioners its plan for tourist development; and

**WHEREAS**, it is the intent of this Ordinance that the Tourist Development Tax be used to stabilize the tourist-related economy of Lee County on a year-round basis; and

**WHEREAS**, the Board of County Commissioners of Lee County now desires to amend Lee County Ordinance No. 13-14, in order to provide for County to provide for usage of common reserves;

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA THAT:**

**SECTION ONE: RECITALS**

The above recitals are hereby incorporated by reference as if set out herein at length.

**SECTION TWO: PURPOSE, RESTATEMENT AND REPEALER**

This ordinance amends Lee County Ordinance No. 13-14, as set forth herein. The amendments and revisions set forth in the following Section are hereby adopted, with underlined text being language added.

**SECTION TWO: AMENDING SECTION SIX - TOURIST DEVELOPMENT PLAN**

Section Six, F. of Lee County Ordinance No. 13-14, is hereby added to read as follows:

F. Any undesignated reserves at the end of each fiscal year in the trust funds, and subsequent to and including September 30, 2015, will be placed in a common reserve that can be spent for any lawful purpose under Section 125.0104, Florida Statutes, including meeting all funding requirements of the County's bond resolution relating to the Tourist Development Tax.

**SECTION THREE: SEVERABILITY**

Upon petition of fifteen percent (15%) or more of the electors of Lee County, the Board of County Commissioners shall cause an election to be held for the repeal of this Ordinance and the Tourist Development Tax levied subject only to any outstanding revenue bonds for which the tax has been pledged.

**SECTION FOUR: INVALID OR UNCONSTITUTIONAL SECTIONS**

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provisions not been included herein.

**SECTION FIVE: CONFLICTS OF LAW**

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

**SECTION SIX: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lee County code; and that sections of this Ordinance may be renumbered or relettered and that the word "ordinance" may be changed to "section", "article", or other such appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the County Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.

**SECTION SEVEN: MODIFICATIONS THAT MAY ARISE FROM  
CONSIDERATION AT PUBLIC HEARING**

It is the intent of the Board of County Commissioners that the provisions of this Ordinance may be modified as a result of consideration that may arise during Public Hearing(s). Such modifications shall be incorporated into the final version.

**SECTION EIGHT: EFFECTIVE DATE**

This Ordinance will take effect upon its filing with the Office of the Secretary of the Florida Department of State, with a certified copy hereof being furnished to the State of Florida, Department of Revenue.

Commissioner Manning made a motion to adopt the foregoing ordinance, seconded by Commissioner Hamman. The vote was as follows:

John Manning	Aye
Cecil L Pendergrass	Aye
Larry Kiker	Aye
Brian Hamman	Aye
Frank Mann	Aye

DULY PASSED AND ADOPTED this 18<sup>th</sup> day of October 2016.

ATTEST:  
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: Theresa  
Deputy Clerk



BY: [Signature]  
Chair

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

[Signature]  
Office of the County Attorney



**FLORIDA DEPARTMENT of STATE**

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

October 20, 2016

Honorable Linda Doggett  
Clerk of the Circuit Courts  
Lee County  
Post Office Box 2469  
Fort Myers, Florida 33902-2469

Attention: Theresa King

Dear Ms. Doggett:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy for Lee County Ordinance No. 16-18, which was filed in this office on October 20, 2016.

Sincerely,

Ernest L. Reddick  
Program Administrator

ELR/lb

**RECEIVED**

**By tking at 9:46 am, Oct 21, 2016**

LEE COUNTY ORDINANCE NO. 13-14

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA, REPEALING AND REPLACING IN THE ENTIRETY LEE COUNTY ORDINANCE NO. 07-28, AS AMENDED BY LEE COUNTY ORDINANCE NO. 09-01, AS AMENDED BY LEE COUNTY ORDINANCE NO. 10-31, AS AMENDED BY LEE COUNTY ORDINANCE NO. 13-07, WHICH LEVIED, IMPOSED AND SET A FIVE PERCENT (5%) TOURIST DEVELOPMENT TAX THROUGHOUT LEE COUNTY PURSUANT TO THE "LOCAL OPTION TOURIST DEVELOPMENT ACT", SECTION 125.0104, FLORIDA STATUTES; PROVIDING FOR RECITALS, PURPOSE, RESTATEMENT AND REPEALER; PROVIDING FOR A TITLE; PROVIDING FOR APPLICATION AND DEFINITIONS; PROVIDING FOR THE COLLECTION OF SAID TAX, RELATING TO A TAX ON EACH WHOLE AND MAJOR FRACTION OF EACH DOLLAR OF THE TOTAL RENTAL CHARGED EVERY PERSON WHO RENTS, LEASES OR LETS FOR CONSIDERATION ANY LIVING QUARTERS OR ACCOMMODATIONS IN ANY HOTEL, APARTMENT HOTEL, MOTEL, RESORT MOTEL, APARTMENT, APARTMENT MOTEL, ROOMINGHOUSE, TOURIST AND TRAILER CAMP, MOBILE HOME PARK, RECREATIONAL VEHICLE PARK, CONDOMINIUM, REAL PROPERTY OR TIMESHARE RESORT FOR A TERM OF SIX (6) MONTHS OR LESS; PROVIDING THAT THE REVENUES SO RAISED BE UTILIZED TO IMPLEMENT THE LEE COUNTY TOURIST DEVELOPMENT PLAN, RELATING TO BEACH PARK FACILITIES AND BEACH RELATED IMPROVEMENTS; PROVIDING FOR THE ADOPTION OF THE LEE COUNTY TOURIST DEVELOPMENT TAX; PROVIDING FOR COMPOSITION OF THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL; PROVIDING AN EXCEPTION TO GENERAL LAW RELATING TO THE COMPOSITION OF THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL; PROVIDING FOR THE TERMS, QUALIFICATIONS AND POWERS OF THE MEMBERS OF SAID COUNCIL; PROVIDING FOR PENALTIES FOR FAILURE TO COLLECT THE TAX LEVIED; PROVIDING FOR REPEAL OF THE TAX BY REFERENDUM ELECTION; PROVIDING FOR LOCAL ADMINISTRATION OF THE TAX SO AS TO HAVE COLLECTION AND ADMINISTRATION DUTIES PERFORMED BY THE INTERNAL AUDIT DEPARTMENT OF THE CLERK OF COURT AND TO HAVE THE ENFORCEMENT AND AUDIT RESPONSIBILITIES PERFORMED BY THE LEE COUNTY CLERK OF COURT INTERNAL AUDIT DEPARTMENT; PROVIDING FOR SEVERABILITY OF ORDINANCE PROVISIONS, CONFLICTS OF LAW, CODIFICATION, INCLUSION IN CODE AND SCRIVENOR'S ERRORS, AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 125.0104, Florida Statutes, provides for the levy of a "Local Option Tourist Development Tax" by any county; and

**WHEREAS**, under the provisions of Section 125.0104, Florida Statutes, the Board of County Commissioners, Lee County, Florida, did on June 2, 1982, adopt a Resolution establishing and appointing the members of the Lee County Tourist Development Council; and

**WHEREAS**, said Tourist Development Council has presented to the Board of County Commissioners its plan for tourist development; and

**WHEREAS**, it is the intent of this Ordinance that the Tourist Development Tax be used to stabilize the tourist-related economy of Lee County on a year-round basis.

**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA that:**

**SECTION ONE:                    RECITALS**

The above recitals are hereby incorporated by reference as if set out herein at length.

**SECTION TWO:                    PURPOSE, RESTATEMENT AND REPEALER**

It is the intent of this Ordinance to repeal and replace in the entirety Lee County Ordinance No. 07-28, as amended by Ordinance No. 09-01, as amended by Ordinance No. 10-31, and as amended by Ordinance No. 13-07. Accordingly, upon adoption of this Ordinance Lee County Ordinance Nos. 07-28, 09-01, 10-31 and 13-07 are hereby duly repealed and replaced.

**SECTION THREE:            TITLE**

This Ordinance shall be known and may be cited as the "Lee County Tourist Development Ordinance".

**SECTION FOUR:            APPLICATION; DEFINITIONS**

A.     Application - The provisions contained in Florida Statutes, Chapter 212, as may be amended, apply to the administration of any tax levied pursuant to this Ordinance.

B.     Definitions – Pursuant to Florida Statutes, Chapter 125.0104, as may be amended, and for purposes of this section:

1.     "Promotion" means marketing or advertising designed to increase tourist-related business activities.
2.     "Tourist" means a person who participates in trade or recreation activities outside the county of his or her permanent residence or who rents or leases transient accommodations as described in paragraph (3)(a).

**SECTION FIVE:            TAXABLE PRIVILEGES; LEVY; RATE**

A.     There is hereby levied and imposed and set a tourist development tax throughout Lee County, Florida, at a rate of three percent (3%) of each whole and major fraction of each dollar of the total rental charged every person who rents, leases or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, tourist and trailer camp, mobile home park, recreational vehicle park, condominium, real property or timeshare resort for a term of six (6) months or less. When receipt of consideration is



by way of property other than money, the tax shall be levied and imposed on the fair market value of such non-monetary considerations.

B. In addition to the three percent (3%) tax rate imposed in Paragraph A., the County hereby levies, imposes, and sets an additional one percent (1%) tax pursuant to Section 125.0104(3)(d), Florida Statutes, on the exercise of privilege described in Paragraph A.

C. In addition to the original three percent (3%) tax rate imposed and the one percent (1%) tax imposed under Paragraph B., the County hereby levies, imposes and sets an additional one percent (1%) tax pursuant to Section 125.0104(3)(n), Florida Statutes, on the exercise of the privilege described in Paragraph A.

D. The Tourist Development Tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes, fees and the considerations for the rental or lease.

E. The Tourist Development Tax shall be charged by the dealer receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment of the consideration for such lease or rental.

F. The dealer receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Lee County Clerk of the Circuit Court at the time and in the manner provided for dealers who collect and remit taxes under Section 212.03, Florida Statutes. The same duties and privileges imposed by Chapter 212, Florida Statutes, upon dealers in tangible property, respecting the collection and remission of tax, the making of returns, the keeping of books, records and accounts, and compliance with the rules of the Florida Department of Revenue in the

administration of said chapter shall apply to and be binding upon all dealers who are subject to the provisions of this Act.

G. Collections received by the said Clerk less costs of administration of this Ordinance shall be paid and returned, on a monthly basis to Lee County for use by the County in accordance with the provisions of this Ordinance and shall be placed in the County tourist development trust fund in accordance with the Tourist Development Plan in Section Four hereof.

H. The effective date of the levy and imposition of the additional one percent (1%) of each dollar above the tax rate of two percent (2%) of each dollar, as previously set by Section Three hereof, shall be the first day of March, 1988. The proceeds of the additional levy shall be used for the purposes set forth in Section Four hereof.

I. The effective date of the levy and imposition of the additional two percent (2%) of each dollar above the tax rate of three percent (3%) of each dollar, as previously set out in Section Five A. hereof, shall be the first day of January 2006. The proceeds of the additional levy shall be used for the purposes set forth in Section Six A., B., and C. hereof. See also Section Six A., B., and C.

**SECTION SIX: TOURIST DEVELOPMENT PLAN**

A. The tax revenues received pursuant to this Ordinance shall be used to fund the Lee County Tourist Development Plan, which is hereby adopted as follows:

1. The two percent (2%) Tourist Development Tax was levied throughout Lee County beginning the first day of the month following the referendum. An additional one percent (1%) was levied in March of 1988. The additional two percent (2%) was

levied in January 2006. The Tourist Development Tax for Lee County is to strengthen our local economy and advance tourism by investing the revenue in the following priority:

- a) Fifty-three and six-tenths percent (53.6%) of the receipts of the Tourist Development Tax shall be placed into a trust fund to be used for tourist advertising and promotion for Lee County.
- b) Twenty percent (20%) of the receipts of the Tourist Development Tax shall be placed into the trust fund to be used to acquire, construct, extend, enlarge, remodel, repair, improve, maintain, operate or promote one or more publicly-owned and operated convention centers, sports stadiums, sports arenas, (including funding Sports Development and the Development's tourism related activities) coliseums, auditoriums or museums (funds will not be used for any museum general maintenance) within the boundaries of the County and for those other lawful purposes authorized by Sections 125.0104(5)(a) 1.,2.,3., and (b), 125.0104(3)(1), Florida Statutes, except as noted in Subparagraph c) below.
- c) Twenty-six and four tenths percent (26.4%) of the receipts of the Tourist Development Tax shall be placed into the trust fund to be used for beach park facilities and beach-related improvements to include but not limited to, beach

improvements, fishing piers, maintenance, re nourishment, restoration and erosion control, including shoreline protection, enhancement, clean-up or restoration of inland lakes and rivers to which there is public access as those uses relate to the physical preservation of the beach, shoreline, or inland lake or river.

B. The above and foregoing Tourist Ordinance may be enacted by an affirmative vote of a majority plus one additional member of the Board of County Commissioners.

C. The Plan and Tax shall continue until amended or repealed according to this Ordinance and Section 125.0104, Florida Statutes. Appropriations of the Tourist Development Tax shall be budgeted and approved by the Board of County Commissioners.

D. The revenues to be derived from the Tourist Development Tax may be used as authorized herein and Section 125.0104, Florida Statutes. In the event bonds are issued by the County for any of the purposes enumerated by the Tourist Development Plan, the amount of Tourist Development Tax receipts used to pay debt service on such bonds may exceed the percentages provided for the purpose for which such bonds were issued; provided, however, the annual debt service on such bonds (less any projected federal direct subsidy payments), together with any other obligations of the County which were issued to finance improvements for the same purpose and which are secured by the Tourist Development Tax, must not exceed in each fiscal year in which bonds and other obligations are outstanding, the amount of Tourist

Development Tax receipts provided in the Tourist Development Plan for such purpose which are projected by the County to be received in each such fiscal year and, in the case of a facility described in Section Six.A.1.b) hereof, the revenues projected to be received by the County from the use of such facility in each such fiscal year and the amount of moneys anticipated to be received from the State of Florida in each fiscal year pursuant to Sections 288.11621, 288.1162 and 212.20, Florida Statutes. For purposes of performing the calculations described in this paragraph, the amount of Tourist Development Tax receipts shall take into account any projected increase or decrease in such receipts, plus, if the levy of such tax was increased prior to the date of sale of the bonds, an amount equal to the monies the County would have received if the tax increase had been in effect during the entire period in question. The above projections shall be certified by the County Manager at the time of sale of the bonds and shall be conclusive evidence of satisfaction of the provisions of this Section Six D.

E. Trust funds in the amount of 6.6% deposited in the beach and shoreline portion of the Tourist Development Tax on December 9, 2008, and thereafter until the adoption of this Ordinance shall be transferred to the Stadium/Attractions Trust Fund

**SECTION SEVEN: THE LEE COUNTY TOURIST DEVELOPMENT COUNCIL**

A. There is hereby established, pursuant to the provisions of Section 125.0104, Florida Statutes, and Chapter 2013-258, Laws of Florida, an advisory council to be known as the "Lee County Tourist Development Council". The Council shall be composed of nine (9) members who shall be appointed by the Board of County Commissioners of Lee County. The Chair of the Board of County Commissioners of Lee County or another member as designated by the Chair shall serve on the Council.

Two (2) members of the Council shall be elected municipal officials, one of whom shall be from one of the two municipalities that generated the highest revenues from the tourist tax in the previous two (2) fiscal years and these two (2) municipalities shall rotate membership every two (2) years. The second elected municipal official shall be from one of the remaining municipalities and the second municipal seat shall also rotate every two (2) years. Elected municipal officials appointed to those two (2) seats on the Council shall serve for terms of two (2) years. Six (6) members of the Council shall be persons who are involved in the tourist industry and have demonstrated an interest in tourist development, of which members, not less than three (3) no more than four (4) shall be owners or operators of motels, hotels, recreational vehicle parks, or other tourist accommodations in the County and subject to the tax. All members of the Council shall be electors of the County. The changes in the composition of the membership of the Lee County Tourist Development Council mandated by this act are effective July 1, 2013. The changes in composition of the membership of the Lee County Tourist Development Council mandated by the act shall not cause the interruption of the current term of any person who is a member of the Lee County Tourist Development Council, except the two (2) municipal members appointed on July 1, 2013. The governing Board of the County shall have the option of designating the Chair of the Council or allowing the Council to elect a Chair. The Chair shall be appointed or elected annually and may be re-elected or reappointed. The members of the Council shall serve for staggered terms of four (4) years.

B. The Council hereby established shall, from time to time, make recommendations to the Board of County Commissioners for the effective operation of the special projects or uses of the Tourist Development Tax revenue raised by the tax hereby levied and may perform such other duties or functions as hereinafter may be prescribed by Ordinance or Resolution.

C. The Council shall continuously review all expenditures of revenues from the tourist development trust fund and shall receive, at least quarterly, expenditure reports from the Board of County Commissioners or its designee. Expenditures which the Council believes to be unauthorized shall be reported to the Board of County Commissioners. The Board of County Commissioners shall review the Council's findings and take such administrative or judicial action as it sees fit to insure compliance with this Ordinance and the provisions of Section 125.0104, Florida Statutes.

D. The members of the Council may be appointed or reappointed as authorized by Section 125.0104, Florida Statutes, and Chapter 2013-258, Laws of Florida.

**SECTION EIGHT: LOCAL COLLECTION ADMINISTRATION, AUDIT AND ENFORCEMENT OF THE TAX**

A. Notwithstanding any provisions hereof to the contrary, it is the intent of the County to be exempt from those requirements of Section 125.0104, Florida Statutes, that the tax collected be remitted to the Department of Revenue before being returned to the County. It is the intent of the County to provide for the collection and administration of the tax on a local basis.

B. Definitions – Pursuant to Section 212.06, Florida Statutes, as may be amended, and for purposes of this Ordinance section:

1. “Dealer” means any person who leases, or grants a license to use, occupy, or enter upon, living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps, or real property. The term “dealer” also means any person who has leased, occupied, or used or was entitled to use any living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps, or real property and who cannot prove that the tax levied by this Ordinance has been paid to the vendor or lessor on any such transactions.

C. Collection of the tax shall continue to be made in the same manner as the tax imposed under Part I of Chapter 212, Florida Statutes and as the applicable statute may be subsequently amended from time to time. Lee County, in assuming such responsibility, agrees it shall be bound by all rules promulgated by the Department of Revenue pursuant to Section 125.0104, as well as those rules pertaining to the sales and use tax on transient rentals imposed by Section 212.03. The County may use any power granted in this Section 125.0104, Florida Statutes, to the department to determine the amount of tax, penalties, and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest.



D. The Lee County Clerk of Court, (hereinafter "Clerk of Court") Internal Audit Department shall be responsible for the collection, audit, enforcement and administration of the tax. The dealers receiving the consideration for such rental or lease shall receive, account for, and remit the tax to the Lee County Clerk of Court. The Clerk of Court, Internal Audit Department, or their successor department or division, shall keep appropriate records of said funds. The same duties and privileges imposed by Chapter 212, Florida Statutes, and as the applicable statute may be subsequently amended from time to time, upon dealers in tangible property, respecting the collection and remission of tax; the making of returns, the keeping of books, records and accounts, the payment of a dealer's credit in compliance with the rules of the Lee County Clerk of Court in the administration of said Chapter shall apply to and be binding upon all dealer who are subject to the provisions of this Ordinance.

E. The Clerk of Court may promulgate rules, prescribe and publish the forms necessary to effectuate this Ordinance. The rules may include guidelines for registration and reporting requirements that are consistent with the provisions of Chapter 212, Florida Statutes.

F. In accordance with Chapter 125.0105, Florida Statutes, the Clerk of Court may adopt a service fee not to exceed the service fees authorized under Section 832.08(5) or five percent (5%) of the fact amount of the check, draft, or order, whichever is greater, for the collection of a dishonored check, draft, or other order for the payment of tax under this Ordinance. The service fee shall be in addition to all other penalties imposed by law. Proceeds from this fee, if imposed, shall be retained by the Lee

County Clerk of Court.

G. The Lee County Clerk of Court, Internal Audit Department, or their successor department or division, shall perform the enforcement and audit functions associated with the collection and remission of this tax, including, without limitation, the following:

1. For the purpose of enforcing the collection of the tax levied by this Chapter, the Internal Audit Department of the Clerk of Courts is hereby specifically authorized and empowered to examine at all reasonable hours the books, records, and other documents of all dealers, charged with the duty to report or pay a tax under this Ordinance, in order to determine whether they are collecting the tax or otherwise complying with this Ordinance. In the event said dealer refuses to permit such examination of its books, records, or other documents by the department as aforesaid, it is guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes. The Clerk shall have the right to proceed in Circuit Court to seek a mandatory injunction or other appropriate remedy to enforce its right against the offender, as granted by this section, to require an examination of the books and records of such dealer.
2. Each dealer, as defined in Section 212.06, Florida Statutes, and this Ordinance shall secure, maintain, and keep for a period of three (3) years a complete record of rooms or other lodging, that

was leased, rented, or granted license to use, occupy or enter upon living quarters, sleeping or housekeeping accommodations in hotels, apartment houses, roominghouses, tourist or trailer camps or real property, by said dealer, together with gross receipts from such sales, and other pertinent records and documents as may be required by the Clerk of Court for the reasonable administration of this Ordinance; and all such records which are located or maintained in this state shall be open for inspection by the Internal Audit Department of the Clerk of Court at all reasonable hours at such dealer's place of business located in Lee County. Any dealer who maintains such books and records at a point outside this County must make such books and records available for inspection by the Internal Audit Department of the Clerk of Courts in Lee County, Florida. Any dealer subject to the provisions of this Ordinance, who violates these provisions, is guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.

3. Enforcement investigations include the examination of documents from any of the following, including but not limited to:
  - a) any person;
  - b) any community;
  - c) any condominium association;
  - d) any homeowner association; and

- e) any property management company that are relevant to transient renters and rental activities. Relevant documents include but are not limited to:
    - f) association approval of guests to rent or lease;
    - g) guest gate entry passes;
    - h) guest golf and/or tennis membership records, and
    - i) other guest amenity records such as pool and community center passes.
4. The Internal Audit Department of the Clerk of Courts shall send written notification, at least thirty (30) days prior to the date an auditor is scheduled to begin an audit, informing the dealer of the audit. The Internal Audit Department of the Clerk of Courts is not required to give thirty (30) days prior notification of a forthcoming audit in any instance in which the dealer requests an emergency audit.
5. Such written notification shall contain:
- a) The proximate date on which the auditor is scheduled to begin the audit.
  - b) A reminder that all of the records, receipts, invoices, and related documentation of the taxpayer must be made available to the auditor.

c) Any other requests or suggestions the Internal Audit Department may deem necessary.

6. Only records, receipts, invoices and related documentation which are available to the auditor when such auditor begins shall be deemed acceptable for the purposes of conducting such audit.

H. All taxes collected under this Ordinance shall be remitted to the Internal Audit Department of the Clerk of Court. In addition to criminal sanctions, the Clerk is empowered, and it shall be its duty, when any tax becomes delinquent or is otherwise in jeopardy under this Ordinance, to issue a warrant for the full amount of the tax due or estimated to be due, with the interest, penalties, and cost of collection, directed to all and singular the sheriffs of the state, and shall record the warrant in the public records of the County, and thereupon the amount of the warrant shall become a lien of any real or personal property of the taxpayer in the same manner as a recorded judgment. The Internal Audit Department of the Clerk may issue a tax execution to enforce the collection of taxes imposed by this Ordinance and deliver it to the Sheriff. The Sheriff shall thereupon proceed in the same manner as prescribed by law for executions and shall be entitled to the same fees for his services in executing the warrant to be collected. The Clerk may also have a writ of garnishment to subject any indebtedness due to the delinquent dealer by a third person in any goods, money, chattels, or effects of the delinquent dealer in the hands, possession, or control of the third person in the manner provided by law for the payment of the tax due. Upon payment of the execution, warrant, judgment, or garnishment, the department shall satisfy the lien of record within thirty (30) days.

I. Pursuant to Section 213.24(3) and Section 125.0104, Florida Statutes, a fee shall be imposed to offset the extraordinary costs incurred by the Clerk of Court for enforcement, administration and payment agreements incurred due to late payment of a collection event.

1. "Collection Event" means failure by a taxpayer to:
  - a) timely file a complete return;
  - b) timely pay the full amount of tax reported on a return;
  - c) timely pay the full amount due resulting from an audit after all appeal rights have expired or the result has been finally determined; or
  - d) respond to attempts to contact the dealer.

The fee shall be equal to ten percent (10%) of the total amount of tax, penalty, and interest which remains unpaid after ninety (90) days. The fee shall be imposed in addition to the taxes, fees, penalties, and interest prescribed by law.

J. Tax revenues may be used only in accordance with the provision of Section 125.0104, Florida Statutes.

K. A total of three percent (3%) of said tax collected each month herein shall be retained by the Clerk of the Circuit Court for costs of administration by the Clerk of Courts. The remainder of the tax collected shall be distributed to the County on a monthly basis.

L. The County assumes responsibility for auditing the records and accounts of dealers and assessing, collecting, and enforcing payment of delinquent Tourist Development Taxes. The County adopts any and all powers and authority granted to

the State of Florida in Section 125.0104, Florida Statutes, and Chapter 212, Florida Statutes, and as further amended or incorporated therein to determine the amount of the tax, penalties and interest to be paid by each dealer and to enforce payment of such tax, penalties, and interest by, but not limited to, distress warrants, writ of garnishments and criminal penalties as provided in Chapter 212, Florida Statutes.

M. An action may not be brought to contest an assessment of any tax, interest or penalty assessed under this Ordinance more than sixty (60) days after the date the assessment becomes final. An action may not be brought to contest a denial of refund of any tax, interest or penalty paid under this Ordinance more than sixty (60) days after the date the denial becomes final.

**SECTION TEN: PERSONAL LIABILITY**

Any dealer who exercises a taxable privilege hereunder and who willfully fails or refuses to charge and collect from the person paying any rental or lease the taxes herein provided, either by himself or through his agents or employees, shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084, Florida Statutes.

Any dealer who willfully makes a false or fraudulent return, fails to file six (6) consecutive returns, attempts in any manner to evade the tax, and/or diverts or converts tax monies to their own use or the benefits of others shall be, in addition to being personally liable for the payment of the tax, guilty of a misdemeanor or felony, punishable as provided in Sections 212.12, 775.082, and 775.083, Florida Statutes.

Any dealer who, after the Clerk's delivery of a written notice to the dealer's last known address specifically alerting the dealer of the requirement to register the dealer's business as a dealer, intentionally fails to register the business; and any dealer who, after the clerk's delivery of a written notice to the dealer's last known address specifically alerting the dealer of the requirement to collect tax on specific transactions, intentionally fails to collect such tax, shall, in addition to the other penalties provided by law, be liable for a specific penalty of one hundred percent (100%) of any unreported or any uncollected tax or fee and, upon conviction, for fine and punishment as provided in Section 775.082 or 775.083, Florida Statutes. Delivery of written notice may be made by certified mail, or by the use of such other method as is documented as being necessary and reasonable under the circumstances. The civil and criminal penalties imposed herein for failure to comply with a written notice alerting the dealer of the requirement to register the business as a dealer or to collect tax on specific transactions shall not apply if the dealer timely files a written challenge to such notice in accordance with procedures established by the department by rule or the notice fails to clearly advise that failure to comply with or timely challenge the notice will result in the imposition of the civil and criminal penalties imposed herein.

The rental property owner is ultimately responsible to ensure the required filing of tax returns and payment of taxes owed regardless of any agreement with an agent to collect, report and/or remit the tax.



**SECTION ELEVEN:**

**REFUSAL TO COLLECT TAX**

No dealer shall advertise or hold out to the public in any manner, directly or indirectly, that he will absorb all or any part of the tax, or that he will relieve the person paying the rental of the payment of all or any part of the tax, or that the tax will not be added to the rental or lease consideration, or when added, that it or any part thereof will be refunded or refused, either directly, or indirectly, by any method whatsoever. Any dealer who willfully violates any provision of this subsection shall be guilty of a misdemeanor of the second degree, punishable as provided in Section 775.082, Section 775.083, or Section 775.084, Florida Statutes.

**SECTION TWELVE:**

**SEVERABILITY**

Upon petition of fifteen percent (15%) or more of the electors of Lee County, the Board of County Commissioners shall cause an election to be held for the repeal of this Ordinance and the Tourist Development Tax levied subject only to any outstanding revenue bonds for which the tax has been pledged.

**SECTION THIRTEEN:**

**INVALID OR UNCONSTITUTIONAL SECTIONS**

It is declared to be the intent of the Board of County Commissioners that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof. It is hereby declared to be the legislative intent that this Ordinance would have been adopted had such unconstitutional provisions not been included herein.

**SECTION FOURTEEN: CONFLICTS OF LAW**

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted ordinance or statute, the most restrictive requirements shall apply.

**SECTION FIFTEEN: CODIFICATION, INCLUSION IN CODE AND SCRIVENER'S ERRORS**

It is the intention of the Board of County Commissioners that the provisions of this Ordinance shall become and be made a part of the Lee County code; and that sections of this Ordinance may be renumbered or relettered and that the word "ordinance" may be changed to "section", "article", or other such appropriate word or phrase in order to accomplish such intention; and regardless of whether such inclusion in the code is accomplished, sections of this Ordinance may be renumbered or relettered and typographical errors which do not affect the intent may be authorized by the County Manager or his designee, without need of public hearing, by filing a corrected or recodified copy of same with the Clerk of Circuit Court.

**SECTION SIXTEEN: EFFECTIVE DATE**

This Ordinance will take effect July 1, 2013, and upon its filing with the Office of the Secretary of the Florida Department of State, with a certified copy hereof being furnished to the State of Florida, Department of Revenue.

Commissioner Hall made a motion to adopt the foregoing ordinance, seconded by Commissioner Pendergrass. The vote was as follows:

JOHN E. MANNING	<u>AYE</u>
CECIL L PENDERGRASS	<u>AYE</u>
LARRY KIKER	<u>AYE</u>
TAMMARA HALL	<u>AYE</u>
FRANK MANN	<u>AYE</u>

DULY PASSED AND ADOPTED THIS 25<sup>th</sup> day of June, 2013.

ATTEST: LINDA DOGGETT  
CLERK OF COURTS

BY: Marcia Wilson  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: [Signature]  
Chair



APPROVED AS TO FORM:

BY: [Signature]  
Office of the County Attorney



## FLORIDA DEPARTMENT *of* STATE

**RICK SCOTT**  
Governor

**KEN DETZNER**  
Secretary of State

July 8, 2013

Honorable Linda Doggett  
Clerk of the Circuit Courts  
Lee County  
Post Office Box 2469  
Fort Myers, Florida 33902-2469

Attention: Lisa L. Pierce, Deputy Clerk

Dear Ms. Doggett:

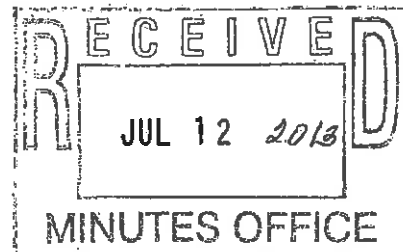
Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your letter dated July 3, 2013 and certified copy of Lee County Ordinance No. 13-14, which was filed in this office on July 8, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Liz Cloud".

Liz Cloud  
Program Administrator

LC/elr



**Palm Beach County  
(Houston Astros  
Washington Nationals)**

**Detailed and Summary Accounting of State  
and Local Funds Expended to Date on Palm  
Beach County Spring Training Facility**

*In the opinion of Locke Lord LLP, Bond Counsel, based on an analysis of existing law and assuming among other matters, compliance with certain covenants, interest on the Series 2015D Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986. Interest on the Series 2015D Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Interest on the Series 2015C Bonds is included in the gross income of the owners of the Series 2015C Bonds for federal income tax purposes. Bond Counsel is also of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.*



**\$122,005,000**  
**PALM BEACH COUNTY, FLORIDA**  
**PUBLIC IMPROVEMENT REVENUE BONDS**  
**(Professional Sports Franchise Facility Project)**  
**\$65,360,000 TAXABLE SERIES 2015C**  
**\$56,645,000 TAX-EXEMPT SERIES 2015D**

Dated: Date of Delivery

Due: December 1, as shown on the inside cover

The Palm Beach County, Florida Public Improvement Revenue Bonds (Professional Sports Franchise Facility Project), Taxable Series 2015C and Tax-Exempt Series 2015D (together, the "Bonds") are being issued as fully registered bonds and will be initially issued to and registered only in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, the securities depository for the Bonds. The Bonds will be available to purchasers in principal denominations of \$5,000 and integral multiples thereof under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as described herein). Purchasers will not receive physical delivery of the Bonds. Beneficial Owners (as described herein) of Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of and interest on such Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein. The Bank of New York Mellon Trust Company, N.A., will serve as the initial Paying Agent and Registrar for the Bonds.

Interest on the Bonds is payable commencing on June 1, 2016 and on each June 1 and December 1 thereafter until maturity. The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are being issued by Palm Beach County, Florida (the "County") for the purpose of providing funds, together with other legally available moneys of the County, to (i) finance the cost of the construction and equipping of a professional sports franchise facility and pay certain costs related and incidental thereto, as more particularly described herein, and (ii) pay costs of issuance of the Bonds. See "THE PROJECT" herein.

The principal of and interest on the Bonds are payable from and secured by a pledge of and a lien on the Pledged Revenues, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the County on an annual basis and deposited into the Debt Service Fund established pursuant to the Resolution (as such capitalized terms are defined herein).

The Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds are not general obligations of the County within the meaning of the Constitution of the State of Florida, but are payable solely from and secured solely by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder will ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay the Bonds or the interest thereon, nor will any Bondholder be entitled to payment of principal of or interest on the Bonds from any other funds of the County other than as provided in the Resolution.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read this entire official statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued by the County, subject to approval of certain legal matters by Locke Lord LLP, Bond Counsel. Squire Patton Boggs (US) LLP is disclosure counsel to the County with respect to the Bonds. The County is represented by the Office of the County Attorney. Public Financial Management, Inc. and Spectrum Municipal Services, Inc. are Co-Financial Advisors to the County with respect to the Bonds. Mark E. Raymond is serving as counsel to the Underwriters. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about December 9, 2015.

GOLDMAN, SACHS &amp; CO.

MORGAN STANLEY

CITIGROUP

J.P. MORGAN

**Palm Beach County Ballpark of the Palm Beaches**

	<b>FY 2015</b>	<b>FY 2016</b>	<b>FY 2017</b>	<b>FY 2018</b>
	<b>Amounts</b>	<b>Amounts</b>	<b>Amounts</b>	<b>Amounts Thru</b>
				<b>07/31/18</b>

**Funding**

Bond Proceeds, Refunds, Rebates and Interest Earnings Thereon	\$0.00	\$131,827,780.69	\$538,792.05	\$133,756.80
Palm Beach County Tourist Development Tax Contribution	5,014,000.00	2,069,791.00	3,379,319.93	3,797,510.50
State of Florida Funds Received	0.00	0.00	2,000,000.00	1,666,670.00
<b>Total State and Local Funding</b>	<b>\$5,014,000.00</b>	<b>\$133,897,571.69</b>	<b>\$5,918,111.98</b>	<b>\$5,597,937.30</b>

**Expenditures**

Stadium Construction Costs - Funded by County Bond Proceeds	\$1,099,250.15	\$64,803,718.62	\$52,597,208.42	\$7,135,331.52
Debt Service - Funded by County TDC Tax	0.00	2,569,790.91	5,380,132.16	5,797,389.56
Bond Costs of Issuance - Funded by County Bond Proceeds	0.00	701,902.08	2,200.00	0.00
Stadium Construction Costs - Funded by County TDC Tax	4,862,076.93	96,171.21	3,628.21	200.00
<b>Total State and Local Funds Expended to Date</b>	<b>\$5,961,327.08</b>	<b>\$68,171,582.82</b>	<b>\$57,983,168.79</b>	<b>\$12,932,921.08</b>



Revenue Source	Purpose	FY 2015 Amount	FY 2016 Amounts	FY 2017 Amounts	FY 2018 Amounts Thru 07/31/18
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Professional Sports Facility Project	\$5,014,000.00	\$0.00	\$0.00	\$0.00
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Debt Service on Taxable Bonds	\$0.00	\$1,216,605.00	\$2,547,130.69	\$2,963,760.50
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Debt Service on Tax Exempt Bonds	\$0.00	\$853,188.00	\$832,189.24	\$833,750.00
State of Florida Sales Tax Contribution	Fund Debt Service on Tax Exempt Bonds	\$0.00	\$0.00	2,000,000.00	1,666,670.00
Debt Service Fund Interest Earnings	Fund Debt Service on Tax Exempt Bonds	\$0.00	-\$2,034.98	805.93	2,418.81
Taxable Bond Construction Fund - Bond Proceeds	Fund Professional Sports Facility Project	\$0.00	\$65,360,000.00	\$0.00	\$0.00
Taxable Bond Construction Fund - Interest Earnings	Fund Professional Sports Facility Project	\$0.00	\$479,784.18	\$226,397.13	\$39,504.17
Taxable Bond Construction Fund - Refund Prior Year Expenditures	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$568.17	\$0.00
Taxable Bond Construction Fund - Rebate - Virtual Credit Card	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$7,045.45	\$6,441.30
Tax Exempt Bond Construction Fund - Bond Proceeds (includes Bond Premium)	Fund Professional Sports Facility Project	\$0.00	\$65,363,860.60	\$0.00	\$0.00
Tax Exempt Bond Construction Fund - Interest Earnings	Fund Professional Sports Facility Project	\$0.00	\$626,170.89	\$303,109.42	\$85,392.52
Tax Exempt Bond Construction Fund - Rebate - Virtual Credit Card	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$865.95	\$0.00
<b>Total Revenues</b>		<b>\$5,014,000.00</b>	<b>\$133,897,571.69</b>	<b>\$5,918,111.98</b>	<b>\$5,597,937.30</b>

Revenue Summary

Fund Dept	Unit	Revenue Source	Adopted Revenue Budget	Current Revenue Budget	Received Revenue	Available
<b>2018</b>						
<b>Fund 2078</b>						
<b>Unit 0100 Interest Distribution</b>						
2078 010	0100	6110 Pool Interest Income	0.00	0.00	679.90 *	-679.90
2078 010	0100	6116 Change In Fair Value	0.00	0.00	-50.84 *	50.84
		<b>Unit 0100</b>	<b>0.00</b>	<b>0.00</b>	<b>629.06</b>	<b>-629.06</b>
<b>Unit 4100 Revenue</b>						
2078 810	4100	8085 Tr Fr TDC 4th Cent Lcl Op Fd 1453	2,075,598.00	2,075,598.00	2,074,218.50 †	1,379.50
2078 810	4100	8314 Tr Fr TDC 1st Cent fd 1458	889,542.00	889,542.00	889,542.00 *	0.00
		<b>Unit 4100</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>2,963,760.50</b>	<b>1,379.50</b>
		<b>Fund 2078</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>2,964,389.56</b>	<b>750.44</b>

# Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted</u> <u>Revenue Budget</u>	<u>Current</u> <u>Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2018</b>							
<b>Fund 2079</b>							
<b>Unit 0100 Interest Distribution</b>							
2079	010	0100	6110 Pool Interest Income	0.00	0.00	2,022.45	-2,022.45
2079	010	0100	6116 Change In Fair Value	0.00	0.00	-232.70	232.70
<b>Unit 0100</b>				<b>0.00</b>	<b>0.00</b>	<b>1,789.75</b>	<b>-1,789.75</b>
<b>Unit 4100 Revenue</b>							
2079	810	4100	3517 State Sales Tax Contribution - Baseball	2,000,000.00	2,000,000.00	1,666,670.00	333,330.00
2079	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	833,750.00	833,750.00	833,750.00	0.00
<b>Unit 4100</b>				<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,500,420.00</b>	<b>333,330.00</b>
<b>Fund 2079</b>				<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,502,209.75</b>	<b>331,540.25</b>

# Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted</u> <u>Revenue Budget</u>	<u>Current</u> <u>Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2018</b>							
<b>Fund 3078</b>							
<b>Unit 0100 Interest Distribution</b>							
3078	010	0100	6110 Pool Interest Income	64,000.00	64,000.00	43,679.95	20,320.05
3078	010	0100	6116 Change In Fair Value	0.00	0.00	-4,175.78	4,175.78
<b>Unit 0100</b>				<b>64,000.00</b>	<b>64,000.00</b>	<b>39,504.17</b>	<b>24,495.83</b>
<b>Unit B590 New Stadium</b>							
3078	411	B590	6996 Rebate - Virtual Credit Card	0.00	0.00	6,441.30	-6,441.30
<b>Unit B590</b>				<b>0.00</b>	<b>0.00</b>	<b>6,441.30</b>	<b>-6,441.30</b>
<b>Unit 8000 Revenue</b>							
3078	800	8000	8900 Statutory Reserves	-3,200.00	-3,200.00	0.00	-3,200.00
3078	800	8000	8901 Balance Brought Forward	6,478,384.00	3,288,241.00	0.00	3,288,241.00
<b>Unit 8000</b>				<b>6,475,184.00</b>	<b>3,285,041.00</b>	<b>0.00</b>	<b>3,285,041.00</b>
<b>Fund 3078</b>				<b>6,539,184.00</b>	<b>3,349,041.00</b>	<b>45,945.47</b>	<b>3,303,095.53</b>

**Revenue Summary**

<u>Fund Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2018</b>						
<b>Fund 3079</b>						
<b>Unit 0100 Interest Distribution</b>						
3079 010	0100	6110 Pool Interest Income	95,000.00	95,000.00	95,016.08	-16.08
3079 010	0100	6116 Change In Fair Value	0.00	0.00	-9,623.56	9,623.56
		<b>Unit 0100</b>	<b>95,000.00</b>	<b>95,000.00</b>	<b>85,392.52</b>	<b>9,607.48</b>
<b>Unit 8000 Revenue</b>						
3079 800	8000	8900 Statutory Reserves	-4,750.00	-4,750.00	0.00	-4,750.00
3079 800	8000	8901 Balance Brought Forward	9,554,957.00	9,373,240.00	0.00	9,373,240.00
		<b>Unit 8000</b>	<b>9,550,207.00</b>	<b>9,368,490.00</b>	<b>0.00</b>	<b>9,368,490.00</b>
		<b>Fund 3079</b>	<b>9,645,207.00</b>	<b>9,463,490.00</b>	<b>85,392.52</b>	<b>9,378,097.48</b>

Expenditure	Purpose	FY 2015 Amount	FY 2016 Amounts	FY 2017 Amounts	FY 2018 Amounts Thru 07/31/18
Principal Expense on Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$0.00	\$0.00	\$420,000.00
Interest Expense on Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$1,216,604.80	\$2,546,382.16	\$2,543,639.56
Cost of Issuance - Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$351,286.39	\$2,200.00	\$0.00
Paying Agent Fees - Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$0.00	\$750.00	\$750.00
Construction CIP - Taxable Bond Construction Fund	Professional Sports Facility Project	\$1,099,250.15	\$31,785,047.44	\$29,547,770.10	\$1,159,036.96
Interest Expense on Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$1,353,186.11	\$2,832,250.00	\$2,832,250.00
Cost of Issuance - Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$350,615.69	\$0.00	\$0.00
Paying Agent Fees - Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$0.00	\$750.00	\$750.00
Construction CIP - Tax Exempt Bond Construction Fund	Professional Sports Facility Project	\$0.00	\$33,018,671.18	\$23,049,438.32	\$5,976,294.56
Construction CIP - Public Building Improvement Fund	Professional Sports Facility Project	\$4,862,076.93	\$96,171.21	\$3,628.21	\$200.00
<b>Total Expenditures</b>		<b>\$5,961,327.08</b>	<b>\$68,171,582.82</b>	<b>\$57,983,168.79</b>	<b>\$12,932,921.08</b>

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	2078	810	7205	8107205DA	7101 Principal Payment Bonds	420,000.00	420,000.00	0.00	0.00	0.00	420,000.00	0.00
2018	2078	810	7205	8107205DA	7201 Interest-Bonds	2,543,640.00	2,543,640.00	0.00	0.00	0.00	2,543,639.56	0.44
2018	2078	810	7205	8107205DA	7304 Paying Agent Services	1,500.00	1,500.00	0.00	0.00	0.00	750.00	750.00
					<b>Debt Service</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>
					<b>Total for Unit: 7205 Debt Service - Fund 2078</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>
					<b>Fund 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>
					<b>Sports Fac Pr</b>							
					<b>Grand Total</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2078"





**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	2079	810	7206	8107206DA	7201 Interest-Bonds	2,832,250.00	2,832,250.00	2,832,250.00	0.00	0.00	2,832,250.00	0.00
2018	2079	810	7206	8107206DA	7304 Paying Agent Services	1,500.00	1,500.00	1,500.00	0.00	0.00	750.00	750.00
					Debt Service	2,833,750.00	2,833,750.00	2,833,750.00	0.00	0.00	2,833,000.00	750.00
					<b>Total for Unit: 7206 Debt Service - Fund 2079</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fund 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fac Proj</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Grand Total</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2079"

PALM BEACH COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj  
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Date	Vendor	Line Description	Amount
2079	810	7206	7201	2018	2	11/30/2017	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 2	1,416,125.00
2079	810	7206	7201	2018	8	5/31/2018	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 8	1,416,125.00
2079	810	7206	7304	2018	3	12/21/2017	THE BANK OF NEW YORK MELLON TRUST CC	<b>Total for Object 7201 Interest-Bonds</b> PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015D	2,832,250.00
									750.00
2079	810	7206	7304	2018	3	12/21/2017	THE BANK OF NEW YORK MELLON TRUST CC	PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015D	-750.00
2079	810	7206	7304	2018	3	12/21/2017	THE BANK OF NEW YORK MELLON TRUST CC	PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015D	750.00
								Fiscal Month 3	750.00
<b>Total for Object 7304 Paying Agent Services</b>									750.00
<b>Unit 7206 Debt Service - Fund 2079</b>									<b>2,833,000.00</b>
<b>Report Grand Total</b>									<b>2,833,000.00</b>

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	3078	411 9900	4119900NG	9907 Res-Future Cnstruction	766,816.00	781,107.00		0.00	0.00	0.00	781,107.00
		<b>Total for Unit:</b>	<b>9900 Reserves</b>	<b>Non Operating</b>	<b>766,816.00</b>	<b>781,107.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>781,107.00</b>
2018	3078	411 B590	411B590CB	6502 Building Construction - Cip	5,772,368.00	2,567,934.00		0.00	59,770.02	1,159,036.96	1,349,127.02
		<b>Total for Unit:</b>	<b>B590 New Stadium</b>	<b>Capital</b>	<b>5,772,368.00</b>	<b>2,567,934.00</b>		<b>0.00</b>	<b>59,770.02</b>	<b>1,159,036.96</b>	<b>1,349,127.02</b>
2018	3078	810 7301	8107301DL	7305 Issue Costs	0.00	0.00		0.00	0.00	0.00	0.00
		<b>Total for Unit:</b>	<b>7301 Cost Of Issuance</b>	<b>Debt Service</b>	<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund</b>	<b>3078</b>	<b>65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof</b>			<b>6,539,184.00</b>	<b>3,349,041.00</b>		<b>0.00</b>	<b>59,770.02</b>	<b>1,159,036.96</b>	<b>2,130,234.02</b>
		<b>Sports Fac Pr</b>			<b>6,539,184.00</b>	<b>3,349,041.00</b>		<b>0.00</b>	<b>59,770.02</b>	<b>1,159,036.96</b>	<b>2,130,234.02</b>
				<b>Grand Total</b>				<b>0.00</b>	<b>59,770.02</b>	<b>1,159,036.96</b>	<b>2,130,234.02</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3078"

PALME BEACH COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr  
Dept: 411 Facilities Dev & Ops Capital

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd	Vendor	Line Description	Amount
3078	411	B590	New Stadium	2018	1	10/25/2017	Southern Athletic Fields, Inc.		-11,504.30
3078	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,504.30
3078	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,504.30
3078	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		465.50
3078	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		-465.50
3078	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		465.50
<b>Fiscal Month 1</b>									<b>11,969.80</b>
3078	411	B590	6502	2018	3	12/5/2017	HW Spring Training Complex LLC	new stadium	405,772.49
3078	411	B590	6502	2018	3	12/5/2017	HW Spring Training Complex LLC	new stadium	405,772.49
3078	411	B590	6502	2018	3	12/5/2017	HW Spring Training Complex LLC	new stadium	-405,772.49
3078	411	B590	6502	2018	3	1/2/2018		Reverse December 2017 FY17 Subsequent Disbursements Capital Projects Funds Check#3045807 Pay App #25	-270,244.48
<b>Fiscal Month 3</b>									<b>135,528.01</b>
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-1,346.52
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		175.50
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,346.52
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,346.52
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
<b>Fiscal Month 5</b>									<b>1,171.02</b>
3078	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC	new stadium	1,009,867.62
3078	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC	new stadium	-1,009,867.62
3078	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC	new stadium	1,009,867.62
<b>Fiscal Month 7</b>									<b>1,009,867.62</b>
3078	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058	-500.51
3078	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058	500.51
3078	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058	500.51
<b>Fiscal Month 8</b>									<b>500.51</b>
<b>Total for Object 6502 Building Construction - Cip</b>									<b>1,159,036.96</b>
<b>Unit B590 New Stadium</b>									<b>1,159,036.96</b>
<b>Report Grand Total</b>									<b>1,159,036.96</b>

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Precumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	3079	411 9900	4119900NH	9907 Res-Future Cnstruction	516,416.00	531,597.00	531,597.00	0.00	0.00	0.00	531,597.00
		<b>Total for Unit:</b>	9900 Reserves	<b>Non Operating</b>	<b>516,416.00</b>	<b>531,597.00</b>	<b>531,597.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>531,597.00</b>
2018	3079	411 B590	411B590CC	6502 Building Construction - Cip	9,128,791.00	8,931,893.00	8,931,893.00	0.00	2,080,844.83	5,976,294.56	874,753.61
		<b>Total for Unit:</b>	B590 New Stadium	<b>Capital</b>	<b>9,128,791.00</b>	<b>8,931,893.00</b>	<b>8,931,893.00</b>	<b>0.00</b>	<b>2,080,844.83</b>	<b>5,976,294.56</b>	<b>874,753.61</b>
2018	3079	810 7301	8107301DM	7305 Issue Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		<b>Total for Unit:</b>	7301 Cost Of Issuance	<b>Debt Service</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund</b>	<b>3079</b>	<b>56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports</b>			<b>9,645,207.00</b>	<b>9,463,490.00</b>	<b>9,463,490.00</b>	<b>0.00</b>	<b>2,080,844.83</b>	<b>5,976,294.56</b>	<b>1,406,350.61</b>
<b>Fac Proj</b>				<b>Grand Total</b>	<b>9,645,207.00</b>	<b>9,463,490.00</b>	<b>9,463,490.00</b>	<b>0.00</b>	<b>2,080,844.83</b>	<b>5,976,294.56</b>	<b>1,406,350.61</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3079"

PALM BEACH COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj  
Dept: 411 Facilities Dev & Ops Capital

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd	Vendor	Line Description	Amount
3079	411	B590	New Stadium	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,973.86
3079	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,973.86
3079	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		-11,973.86
3079	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		484.50
3079	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		-484.50
3079	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		484.50
<b>Fiscal Month 1</b>									<b>12,458.36</b>
3079	411	B590	6502	2018	3	12/15/2017	HW Spring Training Complex LLC		-2,279,525.51
3079	411	B590	6502	2018	3	12/15/2017	HW Spring Training Complex LLC		2,279,525.51
3079	411	B590	6502	2018	3	12/15/2017	HW Spring Training Complex LLC		2,279,525.51
3079	411	B590	6502	2018	3	12/18/2017	Centerline Utilities, Inc.		2,722.90
3079	411	B590	6502	2018	3	12/18/2017	Centerline Utilities, Inc.		2,722.90
3079	411	B590	6502	2018	3	12/18/2017	Centerline Utilities, Inc.		-2,722.90
<b>Fiscal Month 3</b>									<b>2,282,248.41</b>
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	175.50
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,401.48
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		-1,401.48
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,401.48
<b>Fiscal Month 5</b>									<b>1,225.98</b>
3079	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC		-2,846,613.89
3079	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC		2,846,613.89
3079	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC		2,846,613.89
3079	411	B590	6502	2018	8	5/1/2018	HW Spring Training Complex LLC		-816,649.95
3079	411	B590	6502	2018	8	5/1/2018	HW Spring Training Complex LLC		816,649.95
3079	411	B590	6502	2018	8	5/1/2018	HW Spring Training Complex LLC		816,649.95
3079	411	B590	6502	2018	8	5/11/2018	HW Spring Training Complex LLC		108.20
<b>Fiscal Month 7</b>									<b>2,846,613.89</b>
3079	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	Project # 2018009-07 Roadway spring training facility sales tax recovprgm.#15207-058 c.o.#1	-16,866.49
3079	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058 c.o.#1	16,866.49
3079	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058 c.o.#1	16,866.49
<b>Fiscal Month 8</b>									<b>833,624.64</b>
3079	411	B590	6502	2018	10	7/12/2018	Project # 2018009-07 Roadway		123.28
<b>Fiscal Month 10</b>									<b>123.28</b>

3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports  
 BY FUND DEPARTMENT AND UNIT  
 411 Facilities Dev & Ops Capital

Fund:  
 Dept:

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Doc Rec'd Month Date	Vendor	Line Description	Amount
							Total for Object 6502 Building Construction - Cip	5,976,294.56
							Unit B590 New Stadium	<u>5,976,294.56</u>
							Report Grand Total	<u><u>5,976,294.56</u></u>

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
			<b>Total for Unit:</b>	<b>B576</b>	<b>Countywide Building Renewal &amp; Repl FY15</b>	<b>3,346,641.00</b>	<b>3,068,291.00</b>	<b>0.00</b>	<b>121,401.50</b>	<b>158,570.27</b>	<b>2,788,319.23</b>
2018	3804	411	B577	411B577CA	4907 Building Improvmts Noncapital	354,675.00	354,675.00	0.00	7,566.96	3,962.04	343,146.00
2018	3804	411	B577	411B577CA	6401 Machinery & Equipment	60,000.00	229.00	0.00	0.00	0.00	229.00
2018	3804	411	B577	411B577CA	6405 Data Processing Equipment	1.00	1.00	0.00	0.00	0.00	1.00
			<b>Total for Unit:</b>	<b>B577</b>	<b>Countywide Electric Sys Renewal &amp; Repl FY1</b>	<b>414,676.00</b>	<b>354,905.00</b>	<b>0.00</b>	<b>7,566.96</b>	<b>3,962.04</b>	<b>343,376.00</b>
2018	3804	411	B578	411B578CA	4907 Building Improvmts Noncapital	153,002.00	153,002.00	0.00	23,619.65	0.00	129,382.35
			<b>Total for Unit:</b>	<b>B578</b>	<b>Countywide Parks Renewal &amp; Repl FY15</b>	<b>153,002.00</b>	<b>153,002.00</b>	<b>0.00</b>	<b>23,619.65</b>	<b>0.00</b>	<b>129,382.35</b>
2018	3804	411	B579	411B579CA	4907 Building Improvmts Noncapital	250,000.00	250,000.00	0.00	359.00	9,499.20	240,141.80
			<b>Total for Unit:</b>	<b>B579</b>	<b>Countywide Various Facility Improvements F</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>0.00</b>	<b>359.00</b>	<b>9,499.20</b>	<b>240,141.80</b>
2018	3804	411	B582	411B582CA	4907 Building Improvmts Noncapital	292,508.00	278,432.00	0.00	126,726.42	13,475.63	138,229.95
			<b>Total for Unit:</b>	<b>B582</b>	<b>Future Land FY15</b>	<b>292,508.00</b>	<b>278,432.00</b>	<b>0.00</b>	<b>126,726.42</b>	<b>13,475.63</b>	<b>138,229.95</b>
2018	3804	411	B584	411B584CA	4907 Building Improvmts Noncapital	265,933.00	265,933.00	0.00	5,895.74	24,104.26	235,933.00
			<b>Total for Unit:</b>	<b>B584</b>	<b>W County Adm Building Mods</b>	<b>265,933.00</b>	<b>265,933.00</b>	<b>0.00</b>	<b>5,895.74</b>	<b>24,104.26</b>	<b>235,933.00</b>
2018	3804	411	B585	411B585CA	4907 Building Improvmts Noncapital	546,174.00	509,635.00	0.00	5,000.00	51,807.31	452,827.69
			<b>Total for Unit:</b>	<b>B585</b>	<b>Various Fac Impr/Constitutional Officers FY1</b>	<b>546,174.00</b>	<b>509,635.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>51,807.31</b>	<b>452,827.69</b>
2018	3804	411	B587	411B587CA	4907 Building Improvmts Noncapital	8,118.00	8,118.00	0.00	0.00	0.00	8,118.00
			<b>Total for Unit:</b>	<b>B587</b>	<b>PBSO Marine Boat Life Renovation</b>	<b>8,118.00</b>	<b>8,118.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,118.00</b>
2018	3804	411	B588	411B588CA	4907 Building Improvmts Noncapital	92,696.00	92,696.00	0.00	0.00	0.00	92,696.00
			<b>Total for Unit:</b>	<b>B588</b>	<b>PBSO HQ Media Renovations</b>	<b>92,696.00</b>	<b>92,696.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>92,696.00</b>
2018	3804	411	B590	411B590CA	6502 Building Construction - Cip	38,126.00	38,126.00	0.00	37,925.58	200.00	0.42
			<b>Total for Unit:</b>	<b>B590</b>	<b>New Stadium</b>	<b>38,126.00</b>	<b>38,126.00</b>	<b>0.00</b>	<b>37,925.58</b>	<b>200.00</b>	<b>0.42</b>



PALM BEACH COUNTY, FLORIDA  
 YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
 BY FUND, DEPARTMENT AND UNIT

Fund: 3804 Public Building Impr Fund  
 Dept: 411 Facilities Dev & Ops Capital

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd	Vendor	Line Description	Amount
3804	411	B590	6502	2018	8	5/11/2018		Project # 2018009-07 Roadway	200.00
								Fiscal Month 8	200.00
<b>Unit B590 New Stadium</b>									<b>200.00</b>
<b>Total for Object 6502 Building Construction - Cip</b>									<b>200.00</b>
<b>Unit B590 New Stadium</b>									<b>200.00</b>
3804	411	B594	4907	2018	8	5/24/2018		CID 15218 Detention Facilities Renewal/Replacement of Security System	68.40
3804	411	B594	4907	2018	8	5/24/2018		17-17185 - Bldg Code Dev-DBPR	68.40
3804	411	B594	4907	2018	8	5/24/2018		CID 15218 Detention Facilities Renewal/Replacement of Security System	3,770.81
3804	411	B594	4907	2018	8	5/24/2018		17-17185 - Bldg Code Dev-BCAI	45,599.46
3804	411	B594	4907	2018	8	5/24/2018		CID 15218 Detention Facilities Renewal/Replacement of Security System	10,937.50
3804	411	B594	4907	2018	8	5/30/2018	Tierra South Florida, Inc.	2017-17185 - Building Permits	-10,937.50
3804	411	B594	4907	2018	8	5/30/2018	Tierra South Florida, Inc.	wdr r & r #15218	10,937.50
3804	411	B594	4907	2018	8	6/1/2018	Tierra South Florida, Inc.	wdr r & r #15218	615.59
3804	411	B594	4907	2018	8	6/1/2018		CID 15218 Detention Facilities Renewal/Replacement of Security Syst	615.59
3804	411	B594	4907	2018	8	6/1/2018		17-17185 - State Surcharge-BCAI	615.59
3804	411	B594	4907	2018	8	6/1/2018		CID 15218 Detention Facilities Renewal/Replacement of Security Syst	615.59
3804	411	B594	4907	2018	8	6/1/2018		17-17185 - State Surcharge-DBPR	615.59
<b>Unit B594 Clerk Cameras @MJC Cash Counters</b>									<b>61,675.75</b>
<b>Total for Object 4907 Building Improvemts Noncapital</b>									<b>61,675.75</b>
<b>Unit B594 PBSO MDC Elect System R &amp; R</b>									<b>61,675.75</b>
3804	411	B596	4907	2018	1	10/18/2017	Gator Electric and Communications, Inc.	clerk cash counter cameras #16397	6,454.75
3804	411	B596	4907	2018	1	10/18/2017	Gator Electric and Communications, Inc.	clerk cash counter cameras #16397	-6,454.75
3804	411	B596	4907	2018	1	10/18/2017	Gator Electric and Communications, Inc.	clerk cash counter cameras #16397	6,454.75
<b>Unit B596 Clerk Cameras @MJC Cash Counters</b>									<b>6,454.75</b>
<b>Total for Object 4907 Building Improvemts Noncapital</b>									<b>6,454.75</b>
<b>Unit B596 Clerk Cameras @MJC Cash Counters</b>									<b>6,454.75</b>

Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2017</b>							
<b>Fund 2078</b>							
		<b>Unit 0100</b>	<b>Interest Distribution</b>				
2078	010	0100	6110 Pool Interest Income	0.00	0.00	1.91	-1.91
2078	010	0100	6116 Change In Fair Value	0.00	0.00	-0.64	0.64
		<b>Unit 0100</b>		<b>0.00</b>	<b>0.00</b>	<b>1.27</b>	<b>-1.27</b>
2078	810	4100	8085 Tr Fr TDC 4th Cent Lcl Op Fd 1453	0.00	2,547,882.00	2,547,130.69	751.31
2078	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	2,547,882.00	0.00	0.00	0.00
		<b>Unit 4100</b>		<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,130.69</b>	<b>751.31</b>
		<b>Fund 2078</b>		<b>2,547,882.00</b>	<b>2,547,131.96</b>	<b>2,547,131.96</b>	<b>750.04</b>

# Reven Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2017</b>							
<b>Fund 2079</b>							
<b>Unit 0100 Interest Distribution</b>							
2079	010	0100	6110 Pool Interest Income	0.00	0.00	1,073.58	-1,073.58
2079	010	0100	6116 Change In Fair Value	0.00	0.00	-268.92	268.92
<b>Unit 0100</b>				<b>0.00</b>	<b>0.00</b>	<b>804.66</b>	<b>-804.66</b>
<b>Unit 4100 Revenue</b>							
2079	810	4100	3517 State Sales Tax Contribution - Baseball	2,000,000.00	2,000,000.00	2,000,004.00	-4.00
2079	810	4100	8085 Tr Fr TDC 4th Cent Lcl Op Fd 1453	0.00	159,681.00	158,116.24	1,564.76
2079	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	833,750.00	674,069.00	674,069.00	0.00
<b>Unit 4100</b>				<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,832,189.24</b>	<b>1,560.76</b>
<b>Fund 2079</b>				<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,832,993.90</b>	<b>756.10</b>

# Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
2017							
<b>Fund 3078</b>							
<b>Unit 0100 Interest Distribution</b>							
3078	010	0100	6110 Pool Interest Income	374,000.00	374,000.00	212,521.56	161,478.44
3078	010	0100	6116 Change In Fair Value	0.00	0.00	13,875.57	-13,875.57
			<b>Unit 0100</b>	<b>374,000.00</b>	<b>374,000.00</b>	<b>226,397.13</b>	<b>147,602.87</b>
<b>Unit B590 New Stadium</b>							
3078	411	B590	6930 Refund Prior Year Expenditures	0.00	0.00	568.17	-568.17
3078	411	B590	6996 Rebate - Virtual Credit Card	0.00	0.00	7,045.45	-7,045.45
			<b>Unit B590</b>	<b>0.00</b>	<b>0.00</b>	<b>7,613.62</b>	<b>-7,613.62</b>
<b>Unit 8000 Revenue</b>							
3078	800	8000	8900 Statutory Reserves	-18,700.00	-18,700.00	0.00	-18,700.00
3078	800	8000	8901 Balance Brought Forward	37,420,989.00	32,604,201.00	0.00	32,604,201.00
			<b>Unit 8000</b>	<b>37,402,289.00</b>	<b>32,585,501.00</b>	<b>0.00</b>	<b>32,585,501.00</b>
			<b>Fund 3078</b>	<b>37,776,289.00</b>	<b>32,959,501.00</b>	<b>234,010.75</b>	<b>32,725,490.25</b>

**Revenue Summary**

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2017</b>							
<b>Fund 3079</b>							
<b>Unit 0100 Interest Distribution</b>							
3079	010	0100	6110 Pool Interest Income	592,000.00	592,000.00	285,593.72	306,406.28
3079	010	0100	6116 Change In Fair Value	0.00	0.00	17,515.70	-17,515.70
<b>Unit 0100</b>				<b>592,000.00</b>	<b>592,000.00</b>	<b>303,109.42</b>	<b>288,890.58</b>
<b>Unit B590 New Stadium</b>							
3079	411	B590	6996 Rebate - Virtual Credit Card	0.00	0.00	865.95	-865.95
<b>Unit B590</b>				<b>0.00</b>	<b>0.00</b>	<b>865.95</b>	<b>-865.95</b>
<b>Unit 8000 Revenue</b>							
3079	800	8000	8900 Statutory Reserves	-29,600.00	-29,600.00	0.00	-29,600.00
3079	800	8000	8901 Balance Brought Forward	59,272,821.00	32,118,703.00	0.00	32,118,703.00
<b>Unit 8000</b>				<b>59,243,221.00</b>	<b>32,089,103.00</b>	<b>0.00</b>	<b>32,089,103.00</b>
<b>Fund 3079</b>				<b>59,835,221.00</b>	<b>32,681,103.00</b>	<b>303,975.37</b>	<b>32,377,127.63</b>

**Expense Summary as of 6/1/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	2078	810	7205	8107205DA	7201 Interest-Bonds	2,546,382.00	2,546,382.00	2,546,382.00	0.00	0.00	2,546,382.16	-0.16
2017	2078	810	7205	8107205DA	7304 Paying Agent Services	1,500.00	1,500.00	1,500.00	0.00	0.00	750.00	750.00
					Debt Service	2,547,882.00	2,547,882.00	2,547,882.00	0.00	0.00	2,547,132.16	749.84
					<b>Total for Unit: 7205 Debt Service - Fund 2078</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,547,132.16</b>	<b>749.84</b>
					<b>Fund 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,547,132.16</b>	<b>749.84</b>
					<b>Grand Total</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,547,132.16</b>	<b>749.84</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2078"

**Expense Summary as of 6/1/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	2079	810	7206	8107206DA	7201 Interest-Bonds	2,832,250.00	2,832,250.00	0.00	0.00	0.00	2,832,250.00	0.00
2017	2079	810	7206	8107206DA	7304 Paying Agent Services	1,500.00	1,500.00	0.00	0.00	0.00	750.00	750.00
					Debt Service	2,833,750.00	2,833,750.00	0.00	0.00	0.00	2,833,000.00	750.00
					<b>Total for Unit: 7206 Debt Service - Fund 2079</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fund 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fac Proj</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Grand Total</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2079"

**Expense Summary as of 6/1/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	3078	411 9900	4119900NG	9907 Res-Future Cnstruction	815,705.00	835,084.00	835,084.00	0.00	0.00	0.00	835,084.00
		<b>Total for Unit:</b>	9900 Reserves	Non Operating	815,705.00	835,084.00	835,084.00	0.00	0.00	0.00	835,084.00
2017	3078	411 B590	411B590CB	6502 Building Construction - Cip	36,951,870.00	32,115,703.00	32,115,703.00	0.00	0.00	29,547,770.10	2,567,932.90
		<b>Total for Unit:</b>	B590 New Stadium	Capital	36,951,870.00	32,115,703.00	32,115,703.00	0.00	0.00	29,547,770.10	2,567,932.90
2017	3078	810 7301	8107301DL	7305 Issue Costs	8,714.00	8,714.00	8,714.00	0.00	0.00	2,200.00	6,514.00
		<b>Total for Unit:</b>	7301 Cost Of Issuance	Debt Service	8,714.00	8,714.00	8,714.00	0.00	0.00	2,200.00	6,514.00
<b>Fund</b>	<b>3078</b>	<b>65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof</b>			<b>37,776,289.00</b>	<b>32,959,501.00</b>	<b>32,959,501.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,549,970.10</b>	<b>3,409,530.90</b>
		<b>Sports Fac Pr</b>									
				<b>Grand Total</b>	<b>37,776,289.00</b>	<b>32,959,501.00</b>	<b>32,959,501.00</b>	<b>0.00</b>	<b>0.00</b>	<b>29,549,970.10</b>	<b>3,409,530.90</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3078"



**Expense Summary as of 6/1/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	3079	411 9900	4119900NH	9907 Res-Future Cnstruction	1,167,250.00	686,527.00	686,527.00	0.00	0.00	0.00	686,527.00
				Non Operating	1,167,250.00	686,527.00	686,527.00	0.00	0.00	0.00	686,527.00
		<b>Total for Unit:</b>	9900 Reserves		1,167,250.00	686,527.00	686,527.00	0.00	0.00	0.00	686,527.00
2017	3079	411 B590	411B590CC	6502 Building Construction - Cip	58,654,725.00	31,981,330.00	31,981,330.00	0.00	0.00	23,049,438.32	8,931,891.68
				Capital	58,654,725.00	31,981,330.00	31,981,330.00	0.00	0.00	23,049,438.32	8,931,891.68
		<b>Total for Unit:</b>	B590 New Stadium		58,654,725.00	31,981,330.00	31,981,330.00	0.00	0.00	23,049,438.32	8,931,891.68
2017	3079	810 7301	8107301DM	7305 Issue Costs	13,246.00	13,246.00	13,246.00	0.00	0.00	0.00	13,246.00
				Debt Service	13,246.00	13,246.00	13,246.00	0.00	0.00	0.00	13,246.00
		<b>Total for Unit:</b>	7301 Cost Of Issuance		13,246.00	13,246.00	13,246.00	0.00	0.00	0.00	13,246.00
<b>Fund</b>	<b>3079</b>	<b>56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports</b>			<b>59,835,221.00</b>	<b>32,681,103.00</b>	<b>32,681,103.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,049,438.32</b>	<b>9,631,664.68</b>
<b>Fac Proj</b>					<b>59,835,221.00</b>	<b>32,681,103.00</b>	<b>32,681,103.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,049,438.32</b>	<b>9,631,664.68</b>
				<b>Grand Total</b>				<b>0.00</b>	<b>0.00</b>	<b>23,049,438.32</b>	<b>9,631,664.68</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3079"

**Expense Summary as of 6/4/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	3804	411 B588	411B588CA	4907 Building Improvemts Noncapital	92,696.00	92,696.00	92,696.00	0.00	0.00	0.00	92,696.00
				Capital	92,696.00	92,696.00	92,696.00	0.00	0.00	0.00	92,696.00
		<b>Total for Unit:</b>	<b>B588</b>	<b>PBSO HQ Media Renovations</b>	<b>92,696.00</b>	<b>92,696.00</b>	<b>92,696.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>92,696.00</b>
2017	3804	411 B590	411B590CA	6502 Building Construction - Cip	41,754.00	41,754.00	41,754.00	0.00	0.00	3,628.21	38,125.79
				Capital	41,754.00	41,754.00	41,754.00	0.00	0.00	3,628.21	38,125.79
		<b>Total for Unit:</b>	<b>B590</b>	<b>New Stadium</b>	<b>41,754.00</b>	<b>41,754.00</b>	<b>41,754.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,628.21</b>	<b>38,125.79</b>
2017	3804	411 B593	411B593CA	4907 Building Improvemts Noncapital	581,512.00	1.00	1.00	0.00	0.00	0.00	1.00
				Capital	581,512.00	1.00	1.00	0.00	0.00	0.00	1.00
		<b>Total for Unit:</b>	<b>B593</b>	<b>PBSO MDC E/W Tower R &amp; R</b>	<b>581,512.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>
2017	3804	411 B594	411B594CA	4907 Building Improvemts Noncapital	700,000.00	700,000.00	700,000.00	0.00	0.00	370,054.30	329,945.70
				Capital	700,000.00	700,000.00	700,000.00	0.00	0.00	370,054.30	329,945.70
		<b>Total for Unit:</b>	<b>B594</b>	<b>PBSO MDC Elect System R &amp; R</b>	<b>700,000.00</b>	<b>700,000.00</b>	<b>700,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>370,054.30</b>	<b>329,945.70</b>
2017	3804	411 B596	411B596CA	4907 Building Improvemts Noncapital	75,000.00	75,000.00	75,000.00	0.00	0.00	64,645.44	10,354.56
				Capital	75,000.00	75,000.00	75,000.00	0.00	0.00	64,645.44	10,354.56
		<b>Total for Unit:</b>	<b>B596</b>	<b>Clerk Cameras @MJC Cash Counters</b>	<b>75,000.00</b>	<b>75,000.00</b>	<b>75,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>64,645.44</b>	<b>10,354.56</b>
2017	3804	411 B602	411B602CA	4907 Building Improvemts Noncapital	50,000.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
				Capital	50,000.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
		<b>Total for Unit:</b>	<b>B602</b>	<b>Courthouse Clerk Evidence Dehumidity</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>
2017	3804	411 B603	411B603CA	4907 Building Improvemts Noncapital	44,375.00	44,375.00	44,375.00	0.00	0.00	8,191.52	36,183.48
				Capital	44,375.00	44,375.00	44,375.00	0.00	0.00	8,191.52	36,183.48
		<b>Total for Unit:</b>	<b>B603</b>	<b>High Ridge Secure Lobby</b>	<b>44,375.00</b>	<b>44,375.00</b>	<b>44,375.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,191.52</b>	<b>36,183.48</b>
2017	3804	411 B604	411B604CA	4907 Building Improvemts Noncapital	100,000.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
				Capital	100,000.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
		<b>Total for Unit:</b>	<b>B604</b>	<b>Land Due Diligence FY16</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>
2017	3804	411 B605	411B605CA	4907 Building Improvemts Noncapital	259,000.00	253,116.00	253,116.00	0.00	0.00	252,365.58	750.42
				Capital	259,000.00	253,116.00	253,116.00	0.00	0.00	252,365.58	750.42
		<b>Total for Unit:</b>	<b>B605</b>	<b>N County Courthouse Rm 2706 BO</b>	<b>259,000.00</b>	<b>253,116.00</b>	<b>253,116.00</b>	<b>0.00</b>	<b>0.00</b>	<b>252,365.58</b>	<b>750.42</b>
2017	3804	411 B606	411B606CA	4907 Building Improvemts Noncapital	124,000.00	124,000.00	124,000.00	0.00	0.00	119,547.84	4,452.16
				Capital	124,000.00	124,000.00	124,000.00	0.00	0.00	119,547.84	4,452.16
		<b>Total for Unit:</b>	<b>B606</b>	<b>N County Courthouse Secure Jud Corridor</b>	<b>124,000.00</b>	<b>124,000.00</b>	<b>124,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>119,547.84</b>	<b>4,452.16</b>

**First Restated Sports Facility Use  
Agreement and the First Restated  
Developer Agreement between Palm  
Beach County and its Spring Training  
Franchises**

R2015-1523

**FIRST RESTATED**  
**SPORTS FACILITY USE AGREEMENT**

**THIS FIRST RESTATED SPORTS FACILITY USE AGREEMENT** (the "Agreement") is made and entered into as of this OCT 20 2015, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team"), and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team").

**WHEREAS**, the County is the owner of certain real property within the City of West Palm Beach, Palm Beach County, Florida, which property is legally described on Exhibit A; and

**WHEREAS**, the County desires to develop and own a stadium, including two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, to be used by the Washington Nationals and the Houston Astros as a professional sports franchise facility for their joint spring training and other uses permitted herein; and

**WHEREAS**, the County desires to enter into this Agreement with the LLC, whereby the County grants to the LLC the rights to use, occupy and operate the Facility, as more particularly described herein, and the LLC desires to enter into this Agreement with the County for such purposes; and

**WHEREAS**, the County and the LLC previously entered into a Sports Facility Use Agreement (R-2015-1072) dated as of August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259) dated September 22, 2015 (together the "Original Agreement"); and

**WHEREAS**, the County and LLC wish to further amend and restate the Original Agreement to clarify certain issues in connection with the implementation of the Original Agreement and to consolidate all amendments, terms, and conditions into this new Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, the parties intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**RECITALS**

The foregoing recitals are incorporated herein and made a part hereof by this reference.

**ARTICLE 2**  
**DEFINITIONS**

The following terms shall have the meanings specified in this Article 2 when capitalized and used in this Agreement. Some terms provided herein are used only in the Developer

Agreement and are included herein for clarity. Capitalized terms not defined in this Article 2 shall have the meanings ascribed to them in this Agreement or in any other Agreement referenced herein. The meanings specified are applicable to both the singular and plural.

**“Actual Costs”** shall have the meaning set forth in the Developer Agreement.

**“ADA”** shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as may be amended from time to time.

**“Affiliate”** shall mean, with respect to the LLC, a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the LLC.

**“Approved R/R Project Schedule”** shall mean each annual R/R Project Schedule approved for funding by the Board pursuant to each annual budget funding request.

**“Art”** shall mean those improvements installed at the Site and Facility pursuant to County’s “Art in Public Places” program.

**“Art in Public Places Administrator”** shall mean an employee within the Facilities Development and Operations Department designated by the County and indicated to the LLC as the individual with responsibility to implement the County’s “Art in Public Places” program.

**“Astros”** shall mean the Houston Astros, LLC, a Texas limited liability company.

**“Astros’ Facilities”** shall mean the land and improvements constituting the Houston Astros’ Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated within the Facility by the LLC for the exclusive use of the Houston Astros.

**“Board”** shall mean the Board of County Commissioners of Palm Beach County.

**“BOC”** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

**“Budget Year”** shall mean the County’s annual fiscal year beginning on October 1 and continuing through September 30 of each year.

**“Buffer Area”** shall mean the area within the South 400’ of the Site to be used as grassed pervious open space, multipurpose athletic fields, and overflow parking as depicted on the Conceptual Plan and described in Section 12.7 of the Interlocal Agreement.

**“Business Day”** shall mean any day, except Saturday, Sunday or any national holiday or any other day recognized by the County as a holiday, or any other day during which County governmental offices are closed.

**“Capital Improvements”** shall mean any and all design, permitting, labor and/or materials related to any improvements beginning on the date of Substantial Completion, that add value to

the Facility, including but not limited to any and all fixtures, fixed equipment, modifications to, and/or demolition of the Facility undertaken on, or after, the date of Substantial Completion of the Facility. Examples include, but are not limited to, the following: fixed equipment; physical enlargement or expansion of a structure or existing asset; physical improvement which creates an increase in capacity; or adapting a portion of the Facility to a new or different use, provided such use shall comport with the intended use of the Facility for public purposes; and/or a demolition of the improvements originally constructed. The term "Capital Improvements" for the purposes of this definition shall not include the Facility as initially constructed.

**"Championship Season"** shall mean the regular annual period of competitive and recorded play by the Major League Clubs or Minor League Clubs, as applicable to determine a champion.

**"City"** shall mean the City of West Palm Beach, a Florida municipal corporation.

**"City Park"** shall mean the land and improvements as described in Exhibit I and Section 12.6 of the Interlocal Agreement.

**"City Park Improvements"** shall mean the facilities and features described in Exhibit I and Section 12.6 of the Interlocal Agreement and including the loop trail feature as described therein.

**"City Park Property"** shall mean the approximately 12.2 acres legally described in Exhibit A of the Interlocal Agreement.

**"Commissioner"** shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

**"Conceptual Plan"** shall mean the general layout of proposed improvements to the Site and the City Park Property including the City Park, Facility and Buffer Area and which is attached as Exhibit B to the Interlocal Agreement.

**"Concession Revenues"** shall mean all the revenues received by the LLC from the sale of food and beverages, novelties, merchandise, publications, and the like at the Facility.

**"Construction Contract(s)"** shall mean the legally binding agreement(s) to be entered into by and between the LLC and the Contractor(s) (as such term is defined in the Developer Agreement) for the construction of the Facility, or any portion thereof, as such agreement(s) may be amended by the LLC, including through a Change Order authorized pursuant to Section 8.5 of the Developer Agreement.

**"County Bonds"** shall mean the County's revenue bonds to be issued in connection with the Facility in one or more series yielding One Hundred Thirty Million Dollars (\$130,000,000) in net proceeds for development of the Facility and any refunding thereof.

**"County Events"** shall mean those non-profit and for-profit events to be conducted or sponsored by the County, including, but not limited to, events sponsored or supported by the

Tourist Development Council, the Sports Commission, the Cultural Council, and/or other County sponsored community events.

"County Representative" shall mean the Director of the County's Facilities Development & Operations Department, or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

"County R/R Project" shall mean an R/R Project for a Public Use Improvement.

"County's R/R Project Reserve" shall mean the monies set aside pursuant to Section 8.4.7 of the Developer Agreement for County R/R Projects.

"County Seal" shall mean the seal adopted by Palm Beach County as its official seal.

"Cultural Council" shall mean the Palm Beach County Cultural Council.

"Day" shall mean each 24-hour period beginning and ending at 12:00 midnight Eastern Standard Time and shall include Saturdays, Sundays and all holidays, except that in the event that an obligation to be performed under this Agreement falls due on a day other than a Business Day, such obligation shall be deemed due on the next Day that County offices are open for business thereafter.

"Developer Agreement" shall mean the First Restated Developer Agreement R-2015-1522, dated as of October 20, 2015, executed by and between County and the LLC, as the same may be amended or supplemented from time to time.

"Due Diligence and Planning Services Agreement" shall mean the Due Diligence and Planning Services Agreement R-2015-0358, executed on March 10, 2015 by and between County and the LLC for due diligence and planning services, as the same may be amended or supplemented from time to time.

"Effective Termination Date" shall be seven (7) days after the defaulting party has received written notice of termination.

"Emergency R/R Project" shall mean any R/R Project that is not scheduled to be made pursuant to the R/R Project Schedule, but where the impact of delay associated with waiting until the approval of the updated R/R Project spreadsheet described in Article 10 herein would be detrimental to the interest, health, safety or welfare of the residents of County and the need was not artificially created by the LLC. The determination as to whether any particular project is an Emergency R/R Project shall be made only by the County, after consideration of the justification provided by the LLC.

"Environmental Resource Permit" or "ERP" shall mean the environmental resource permit issued for the Facility and City Park Improvements as set forth in Section 12.2 of the Interlocal Agreement.

"Exclusive Parking Areas" shall mean those areas designated in the Exclusive Use Areas designed for and/or used for the parking of Team related vehicles.



**“Exclusive Use Areas”** shall mean the areas that are identified in **Exhibit D** attached hereto which are reserved for the exclusive use of the Teams, unless otherwise set forth herein.

**“Executive Council”** means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.

**“Facility”** shall mean a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, intended for use by the Washington Nationals and the Houston Astros and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Site and any off-Site improvements required for regulatory approval.

**“FD&O”** shall mean the County’s Facilities Development & Operations Department.

**“Fee Commencement Date”** shall mean the date that is the third anniversary of the issuance of the County Bonds.

**“Force Majeure”** shall have the meaning set forth in Article 28 herein.

**“Full Spring Training Season”** shall mean the use of the Facility by both Teams for the full period of Spring Training Season of each year.

**“Funding Certification Letter”** shall mean a letter from the Florida Department of Economic Opportunity certifying the County pursuant to Section 288.11631, Florida Statutes, as eligible to receive funding for the construction and development of the Facility in the amount of Two Million Dollars (\$2,000,000) per year for a total of Twenty-Five (25) years.

**“Grapefruit League Teams”** shall mean the Major League Clubs participating in games played in Florida during any Spring Training Season in preparation for the Major League Regular Season.

**“Gulf Coast League”** shall mean a Minor League Baseball league that operates in Florida.

**“Home City”** shall mean the city where each team hosts opposing teams for Major League Regular Season games.

**“Home City MLB Stadium”** shall mean the MLB stadium in each team’s Home City.

**“Interest Election”** shall mean the LLC’s option, available at the time of County Bond sale only if the true interest cost exceeds 4.78%, to either; 1) authorize the County to issue the County Bonds and to increase the LLC’s annual Team Improvement Areas Fee payments in an amount equal to the aggregate additional true interest cost of the County Bonds allocable to the LLC due to the higher true interest costs, or 2) elect to terminate the Agreement and reimburse County, either a) 50% of the Actual Costs at the date of termination if no referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, or b) 100% of the Actual Costs at the date of termination during or after a Referendum Period.



**“Interlocal Agreement”** shall mean Agreement R-2015-1070, between County and the City as the same may be amended or supplemented from time to time.

**“LLC”** shall mean HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law.

**“LLC Management Fees”** shall mean the costs to compensate LLC employees, vendors, contractors or others for services relating to a County Event, including but not limited to; (i) setting up, scheduling and coordinating staff and services, cleaning up, and coordinating utilities; (ii) restoring the Facility to its pre-event condition, including but not limited to repairing any damage to the Facility caused by the County Event; and (iii) providing services during a County Event, including but not limited to providing security services.

**“LLC Parties”** shall mean the LLC and the Teams and each of their respective members, officers, directors, employees, agents, servants and representatives, of any and all of the foregoing.

**“LLC Restoration Areas”** shall mean any and all items, improvements, and land areas identified in Exhibit E hereto, all land areas and property identified as an LLC Restoration Area in Exhibit F of the Developer Agreement, and any personal property, equipment and/or any portion of the Facility damaged as a result of the deviations from County standard design and construction policies identified in Exhibit F of the Developer Agreement, shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

**“LLC R/R Project”** shall mean any project on the R/R Project Schedule which is not a County R/R Project.

**“LLC’s R/R Project Reserve”** shall mean the monies set aside pursuant to Section 8.4.7 of the Developer Agreement for use for LLC R/R Projects.

**“Loop Trail”** shall mean the improvement located along the perimeter of the Site and in some places within the City Park as depicted in Exhibit B of the Interlocal Agreement.

**“Major League Baseball”** or **“MLB”** shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

**“Major League Club(s)”** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

**“Major League Constitution”** shall mean the Major League Constitution as the same may be amended, supplemented or otherwise modified from time to time in the manner provided

therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

"Major League Regular Season" shall mean, for each MLB Championship Season, the period of play each year, which begins on the date of the first Major League Regular Season Game and ends on the date of the last Major League Regular Season Game (including any game played to break a tie pursuant to Major League Rule 33(c)).

"Major League Spring Training Home Games" shall mean those games, as determined by MLB, to be played by Major League Clubs at the Facility during the Spring Training Season as the home team.

"Minor League Baseball" shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

"Minor League Club(s)" shall mean the professional baseball clubs which are members of the respective Minor Leagues.

"MLB Approval" shall mean, with respect to the Major League Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

"MLB Entity" shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, successors or assigns.

"MLB Governing Documents" shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Clubs and the BOC (and the Operating Guidelines related thereto).

"MLB Rules and Regulations" shall mean (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Clubs acting collectively, including, without limitation, agreements or arrangements (A) entered into pursuant to the MLB Governing Documents, (B) relating to any commerce and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication, and (C) regarding the

telecast, broadcast, cablecast (including pay, basic, expanded basic, pay-per-view and video-on-demand), recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

**"Nationals"** shall mean the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company.

**"Nationals' Facilities"** shall mean the land and improvements constituting the Nationals' Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated for the exclusive use of the Nationals.

**"Non-Eligible Costs"** shall have the meaning set forth in the Developer Agreement.

**"Official Baseball Rules"** shall mean those certain playing rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

**"Operative Agreements"** shall collectively refer to this Sports Facility Use Agreement, the Developer Agreement and the Interlocal Agreement.

**"Parking Areas"** shall mean any areas at the Facility that are not Exclusive Parking Areas and which are intended to be used for the parking of vehicles as identified in Exhibit C of this Agreement and which may be included in a County Event license agreement, if requested by the County pursuant to Section 5.3 hereof.

**"Personal Property"** shall mean tangible and intangible assets that have not been affixed and/or attached to the Facility.

**"Professional Baseball Agreement"** shall mean that certain Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

**"Program Budget"** shall mean the total of Actual Costs and Non-Eligible Costs but not including Excluded Costs.

**"Public Use Improvements"** shall mean land areas along with all improvements, equipment, fixtures and furnishings that are the County's renewal/replacement funding responsibility and that are specifically identified on Exhibit B herein, except for any improvements listed on Exhibit F of the Developer Agreement as not being the County's Renewal/Replacement funding responsibility, even if they are located within Public Use Improvement areas.

**"Reclaimed Water Agreement"** shall mean Agreement R-2015-1073 which sets forth the terms and conditions for the extension of a reclaimed water pipeline to the Site and the City's provision of reclaimed water to the Site.

**"Referendum Period"** shall mean the period of time beginning October 2, 2015 if a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances and ending on the date at which a referendum is held and the results finally determined.

**"Repair and Maintenance"** shall mean the labor and materials which are required to keep the Facility in good order and repair (normal wear and tear excepted) and which are routine, regular, and are generally predictable in nature, given the age of the Facility and the use of the Facility expressly not including any R/R Projects. Repair and Maintenance includes, but is not limited to, repairs of any value necessary to restore an improvement or equipment to working order only where the resulting repair is not intended to extend the life of the improvement or equipment by more than one year. Repair and Maintenance shall specifically include, but not be limited to; 1) damage to the Facility caused by vandalism, and 2) the routine maintenance of the Art as set forth in the Agreement for Art Services that the LLC is entering into for Art at the Facility.

**"R/R Payment Request"** has the meaning set forth in Section 10.4.5.

**"R/R Project"** or **"Renewal/Replacement Project"** shall mean the labor and materials necessary to renew, rehabilitate or replace a physical improvement, fixture, piece of equipment or any other physical asset of the Facility which is intended to extend the overall life of the improvement or equipment by over one year.

**"R/R Project Bid Tabulation Sheet"** has the meaning set forth in Section 10.4.3

**"R/R Project Reserve"** or **"Renewal/Replacement Project Reserve"** shall mean two lines in the Program Cost Estimate established pursuant to Section 8.4.7 of the Developer Agreement which contain Construction Savings, if any, which upon Final Completion will be allocated to the LLC R/R Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC.

**"R/R Project Schedule"** shall mean the list of planned R/R Projects that are scheduled to be undertaken in the next ten years.

**"R/R Purchase Order"** has the meaning set forth in Section 10.4.3.

**"SBE Vendor"** shall mean a small business enterprise which has been certified by the County's Office of Small Business Assistance.

**"Site"** shall mean the real property legally described in Exhibit A hereto.

**"Sports Commission"** shall mean the Palm Beach County Sports Commission.

**"Spring Training Season"** shall mean the period as determined from time to time by Major League Baseball, (which for purposes hereof shall be deemed to be from January 7<sup>th</sup> to

approximately April 15<sup>th</sup> of each year unless continued or extended by Major League Baseball) during which time the Major League Clubs and the Minor League Clubs train for the next Championship Season. The Spring Training Season shall be deemed to include the time each year which is reasonably required for the preparation of the Facility and for a reasonable period to close that portion of that Facility solely related to spring training.

**“Stadium”** shall mean the improvement primarily designed and constructed for Major League Baseball within the Facility in which the Teams will conduct Major League Spring Training Home Games, and shall not include any of the Team Improvement Areas.

**“Substantial Completion”** shall have the meaning as set forth in the Construction Contract.

**“TDC”** shall mean Palm Beach County’s Tourist Development Council.

**“TDC Representative”** shall mean the Director of the TDC or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

**“Team(s)”** shall collectively mean the Houston Astros, LLC, a Texas Limited Liability Company and the Washington Nationals Baseball Club, LLC, a Washington, D.C. Limited Liability Company and their successors and assigns as authorized in this Agreement, and in the singular may refer to either entity individually.

**“Team Events”** shall mean all Major League Spring Training Home Games, Minor League Baseball games, Grapefruit League games, Gulf Coast League games, and any other baseball game, baseball related or non-baseball related event that is conducted or sponsored by the LLC, a Team or Teams at the Facility.

**“Team Improvement Areas”** shall mean include Astros MLB Field #1, Astros MLB Field #2, Astros MiLB Field #1, Astros MiLB Field #2, Astros MiLB Field #3, Astros MiLB Field #4, Astros Clubhouse, Astros Agility Field (Synthetic Lawn), Astros Half-Field, Astros Covered Batting Tunnels, Astros MLB Pitching Mounds, Nationals MLB Field #1, Nationals MLB Field #2, Nationals MiLB Field #1, Nationals MiLB Field #2, Nationals MiLB Field #3, Nationals MiLB Field #4, Nationals Clubhouse, Nationals Agility Field (Synthetic Lawn), Nationals MLB Pitching Mounds, Nationals Covered Batting Tunnels, Nationals Half-Fields, and any other portion of the Facility financed with the proceeds of County Bonds issued on a federally taxable basis as shown in Exhibit B attached hereto and otherwise identified as LLC R/R Projects.

**“Team Improvement Areas Fee”** shall mean the LLC’s agreed upon contribution to the County for the use of the Team Improvement Areas, payable annually, based on an escalating schedule of annual payments as described in Article 6 herein.

**“Third-Party Events”** shall mean any event that is not a County Event or a Team Event.

**“Tourism Identity Logo”** shall mean the County’s tourism logo approved by the TDC.

**ARTICLE 3**  
**TERM/EFFECTIVE DATE**

**3.1 Term/Effective Date.** This Agreement is expressly contingent upon execution by all parties and approval of the Board and shall be effective and binding from August 18, 2015, the Effective Date of the Original Agreement (the "Effective Date"), for a period of 30 years from and after the end date of the first Full Spring Training Season (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The end date of the first Full Spring Training Season will be documented in a letter agreement between the County and the LLC.

**3.2 Precedence of Agreement.** This Agreement amends and replaces all provisions of the Sports Facility Use Agreement (R-2015-1072) dated August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259).

**ARTICLE 4**  
**OWNERSHIP**

**4.1 Ownership of the Facility.** The Facility shall be owned in fee simple by the County. All County owned property shall be assigned a fixed asset identification number by the County's Fixed Asset Department upon receipt of the fixed asset equipment and fixture information as required pursuant to the Construction Contract. The LLC shall comply with all County policies and procedures pertaining to the tracking and disposition of fixed assets. The LLC shall not have an ownership interest or have any possessory interest in the Facility except as set forth herein.

**4.2 Ownership of Personal Property and Capital Improvements.**

**4.2.1** Personal Property purchased with funding from the Program Budget shall become the property of the County.

**4.2.2** Property purchased to replace Personal Property described in Section 4.2.1 herein shall become the Property of the County.

**4.2.3** Art installed either before or after Substantial Completion shall become the property of the County.

**4.2.4** All Capital Improvements regardless of funding source shall become the property of the County.

**4.2.5** Personal Property installed as a Capital Improvement pursuant to Article 9 of this Agreement, or otherwise attached or affixed to the Facility, shall become a Capital Improvement and the property of the County upon installation.

**4.2.6** Personal Property that is neither purchased with County funding nor replacing County-funded Personal Property, and that is not affixed to the Facility, will remain the Personal Property of the LLC or the Team that purchases such Personal Property.



**ARTICLE 5**  
**USE, OCCUPANCY AND OPERATION**

**5.1 Grant of Use and Occupancy.**

**5.1.1** The County hereby grants to the LLC the exclusive right to use, occupy and operate, and permit all third-parties to use and to occupy, the Facility for all lawful purposes, provided, however, that the primary purpose is a professional sports franchise and public facility, and to retain all revenues derived from the operation of the Facility for the entirety of the Term, subject to the provisions of this Agreement. Further, the County shall not further restrict the LLC's use or rental of the Facility in any manner that is not otherwise prohibited in Palm Beach County generally, as of the date hereof.

**5.1.2** The LLC shall cause the Teams to play and the Teams agree to play all of their respective Major League Spring Training Home Games in the Facility during the Spring Training Season of each year during the Term, except (a) to the extent that a Force Majeure Event renders the Facility temporarily unusable or unsuitable to conduct Major League Spring Training Home Games, subject to the requirements of Article 17 herein, or (b) to the extent the MLB requires the Teams play Major League Spring Training Home Games elsewhere. If MLB requires either one or both of the Teams to play an entire Full Spring Training Season elsewhere, the Term of the Agreement shall be extended by one year. If MLB requires one or both of the Teams to play elsewhere for longer than an entire Full Spring Training Season and such requirement is not the result of Sections 17, 24, 28, or 29 permitting the Teams to do so hereunder, the Team(s) shall be deemed to have Relocated and subject to the provisions of Sections 22.3.2 through 22.3.4 as applicable.

**5.1.3** The rights to use the Facility shall be in accordance with the following order of priority: 1) the LLC and the Teams on an exclusive basis for Spring Training Season unless otherwise authorized pursuant to Section 5.3 herein; 2) the LLC and the Teams for a Team Event; 3) the County for a County Event; and 4) third parties for Third-Party Events. Once an event is approved and scheduled by the LLC, that event cannot be cancelled as a result of a subsequently requested Team, County or Third Party Event, without the express written approval of the entity that is currently scheduled, which permission may be granted or denied in the sole and absolute discretion of that entity.

**5.1.4** The LLC shall be solely responsible for managing and scheduling all Major League Spring Training Home Games, Team Events, County Events and Third-Party Events pursuant to the requirements of this Agreement. County Events and Third Party Events may be scheduled in advance subject to the availability of the Facility and the execution of a written license agreement for the use of the Facility by the County or a Third Party as described in Articles 5.3 and 5.4 herein, respectively.

**5.1.5** Notwithstanding anything provided herein, throughout the Term, the LLC will have year-round, 24-hour access to the Exclusive Use Areas (including during County Events and Third-Party Events), and the County shall not authorize or grant any other Person (including any other Major League Club) the right or license to use, occupy or conduct business

from the Exclusive Use Areas, except, however, that County shall be entitled to use and permit others to use the Exclusive Use Areas as set forth in Section 5.3.7.

5.1.6 Throughout the Term, the LLC shall be granted, for the LLC and their invitees, access to and egress from the Facility, and the right to enter the Facility to the extent reasonably necessary for the LLC to exercise its rights and perform its obligations under this Agreement.

5.1.7 The County covenants and warrants that so long as no default exists under this Agreement after the expiration of any applicable notice and cure periods, the LLC, shall lawfully and quietly hold, occupy and enjoy the Facility during the Term hereof, without molestation or hindrance by County or any party claiming through or under County, expressly subject to the terms, limitations and conditions contained in this Agreement.

## **5.2 Security Requirements for the Facility.**

5.2.1 The LLC shall provide adequate supervision and security and shall strictly enforce all rules, regulations, and safety procedures that are required by law or regulation and usual and customary for spring training facilities, or established by the LLC and that are required in general for the safe and orderly use of the Facility. At all times the Facility shall be under the control, supervision and security of the LLC.

5.2.2 The LLC shall be responsible for determining and implementing the appropriate staffing, security and service levels required to manage each and every activity at the Facility, including, but not limited to, the level of security support, police support, on-Site medical support, traffic control, and parking management support necessary, taking into consideration the anticipated crowds, whether alcoholic beverages will be available, and other criteria to assess the staffing and support requirements for each event and activity.

5.2.3 It shall be the responsibility of the LLC to assure that the use of the Facility is conducted in such a manner so as not to interfere with the use of City Park or the use of adjacent properties beyond the boundaries of the Site.

5.2.4 The LLC shall take reasonable precautions to prevent nuisances originating from the Facility. The parties acknowledge that the use contemplated by this Agreement (during daytime and/or at night) includes lighting, crowd noise, music and other activities associated with baseball or the reasonable use of a baseball stadium. Notwithstanding same, the LLC has the sole responsibility for, and shall respond to and defend any third party claims, actions, etc. concerning nuisances originating from the Facility.

## **5.3 County Rights of Use.**

5.3.1 County shall have the right to schedule and use the Facility, including the Buffer Area, at times during the calendar year other than the Spring Training Season, subject to the provisions of Article 5. County shall not have the right to schedule and use the Facility for County Events during the Spring Training Season, but may request the LLC authorize County's



use of the Facility during the Spring Training Season, which use may be granted or denied in the LLC's sole and absolute discretion. County's right to use the Facility is subject to the terms and conditions of the license agreement described in Section 5.3.5 and availability of the Facility as set forth in Section 5.3.4.

5.3.2 Except as: i) described in Section 5.3.7; or ii) otherwise agreed in writing by the LLC in its sole and absolute discretion, the County's right to use the Facility shall not extend to the Exclusive Use Areas.

5.3.3 In order to maximize the use of the Facility during times other than the Spring Training Season and for early coordination of the next year's calendar, the LLC and the County shall meet annually during the month of September. Notwithstanding the annual meeting discussed herein, each and every time that the County plans to make a formal bid/proposal for a sporting event that is to be held twelve (12) months or more after the date of the bid/proposal, the County shall first work collaboratively with the LLC prior to making the bid/proposal to develop a tentative plan for use of the Facility taking into consideration scheduled Team Events. If the tentative plan for the use of the Facility is acceptable to the LLC, the County may make the formal bid/proposal and the LLC shall reserve such dates for the County until such time that County notifies the LLC that the bid/proposal was accepted or rejected. The County shall notify the LLC of the acceptance or rejection of the bid/proposal within five (5) Business Days of receiving notice of acceptance or rejection.

5.3.3.1 The Director of FD&O shall attend the first ten (10) annual meetings in order for the LLC and the County to jointly review event scheduling processes, procedures and priorities as established in Sections 5.3 and 5.4 hereto, and to identify and define improvements, changes and updates to those processes, procedures and priorities. The Director of FD&O and the LLC shall have the ability to adopt mutually agreed upon amendments, changes and/or updates to the event scheduling processes, procedures and priorities established in Sections 5.3 and 5.4 herein by written agreement executed by the LLC and the Director of FD&O.

5.3.4 The County may request the scheduling of an event at any time with a minimum of ninety (90) days notice for any County Event that requires the LLC to restore the Buffer Area subject to the provisions of Section 5.5.3, and sixty (60) days notice for all other requests. The LLC will review the request in accordance to the provisions of this Article 5. Within thirty (30) days thereafter, the LLC will notify the County of approval, or rejection of all or a part of the schedule based on "pre-existing scheduled" or "generally known but not yet specifically scheduled" Team Events, or based on scheduled Third Party Events. In the event County's schedule is rejected in whole or in part, the County may submit a revised schedule, or upon the request of the County, the LLC shall coordinate a meeting date and time to review and revise the proposed schedule with the County. The County shall provide reasonable advance notice to the LLC of the cancellation of any County Event on the schedule. The LLC has the sole and absolute right to deny requests for County Events during the Spring Training Season. Events requested outside of Spring Training Season will be evaluated and responded to as set forth in this Section 5.3.4.

5.3.5 The LLC shall develop a standard form County Event license agreement for County Events which includes a standard fee structure for County Events. The form of the event license agreement shall be agreed upon by the parties prior to Substantial Completion of the Facility. The event license agreement shall include standard provisions consistent with the provisions of Sections 5.3.5.1 through 5.3.5.8 herein.

5.3.5.1 License Fee. The County shall not be charged any license fee or use fee for County Events.

5.3.5.2 LLC Management Fees. On or before January 1 prior to the first Spring Training Season and then updated annually thereafter, the LLC shall develop a standard fee structure for LLC Management Fees. The County shall, unless otherwise agreed, be responsible for paying all LLC Management Fees.

5.3.5.3 Liability. To the extent permitted by law, County shall be responsible for personal injury, loss of life, and/or damage to property caused by County's use of the Facility for a County Event, but not including personal injury, loss of life and/or damage to property resulting from; (1) known hazardous or unsafe conditions, or hazardous or unsafe conditions that reasonably should have been known in the exercise of reasonable prudence, and existing at the Facility prior to County's use of the Facility, even if the actual injury, loss of life or damage to property occurred during County's use, or (2) the actions or inactions of the LLC Parties, including but not limited to, actions or inactions related to the maintenance of the Facility. Additionally, the parties acknowledge and it is expressly understood that the foregoing shall not constitute; (i) an agreement by the County to indemnify the LLC, (ii) a waiver of sovereign immunity, (iii) a waiver of any right or defense that County has under Section 768.28, Florida Statutes, or any other statute, nor (iv) consent to be sued by third parties.

5.3.5.4 County Events Staged by Others. In the event any non-governmental entity is involved in staging a County Event, the County will cause such entity to procure commercial liability insurance coverage for such County Event to be provided by insurance companies acceptable to the LLC, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the LLC based on the nature of any such County Event, naming the LLC, and its designees, as additional named insureds, and the County will cause proof of such insurance to be provided to the LLC upon demand.

5.3.5.5 Payment. Within thirty (30) days of receipt of an invoice and supporting documentation, County shall remit payment to the LLC for any damage occurring during County Events, whether or not such damage is caused by the County, its designee, its invitees, or someone other than the LLC, unless precluded by Section 5.3.5.3(1) or (2). The LLC is required to provide County with notice of such damage within seventy-two (72) hours after the conclusion of the County Event and allow County to inspect and document said damage upon request.

5.3.5.6 Admission Fees. If the County determines that an admission charge or other fee is to be charged, the LLC will collect such admission or fee and apply it to

amounts due from the County to the LLC for LLC Management Fees. If gross revenues from admissions or fees from any County Event do not exceed (net of taxes) the amount due to the LLC, the County shall remit to the LLC the additional funds due for such County Event within thirty (30) days following the County's receipt of a written invoice and supporting documentation substantiating the amount due. In the event that such gross revenues from admissions or fees from any County Event exceed (net of taxes) the amount due to the LLC, the LLC shall remit to the County the difference between such gross revenues and the amount due to the LLC and documentation substantiating the amount remitted, within thirty (30) days following the County Event.

5.3.5.7 Use Restrictions. In no event shall the County be permitted to use the Facility in a manner that (a) causes, or may be reasonably expected to cause, any material damage to any playing surface or any part of the Facility; (b) interferes with use of the Exclusive Use Areas; or (c) involves a promotional sponsorship which requires the on-Site sale of a product with which the LLC has an exclusive sale or concession agreement consistent with the requirements of Section 11.1 hereof. Other than as set forth in this Agreement, County shall not grant any professional baseball team the right to use or play at the Facility.

5.3.5.8 Use of Team Personal Property. The County shall not use either Team's Personal Property or equipment in connection with County's use of the Facility for County Events, or otherwise, without the express written consent of such Team. The County shall reimburse the LLC for any Personal Property or Equipment owned by the Teams or any of their affiliates, concessionaires, licensees or employees, that is damaged during a County Event or by a third party to the extent such third party use was specifically authorized or permitted by the County, within thirty (30) days of receipt of substantiating documentation.

5.3.6 Use for Post Disaster Recovery Efforts. In the event of a declared federal, state, or local emergency as allowed by law (a "Declared Emergency") County shall have the right to use the Facility, but not including the Exclusive Use Areas, for County determined post disaster recovery purposes.

5.3.6.1 The LLC will not enter into any agreements, event permits or other contracts specifically obligating the Facility for use during or after a period of Declared Emergency, without the County's prior written approval which may be granted or denied in the County's sole and absolute discretion.

5.3.6.2 LLC and the County shall, at the time of any Declared Emergency use, enter into a County Event license agreement which shall contain the same liability provision as set forth in Section 5.3.5.3 herein and which includes the following language: "County shall be responsible for the costs of any damage to the Facility caused by its use".

5.3.7 Shelter Use During Declared Emergency. In the event of an emergency requiring the use of emergency shelters for the homeless pursuant to Florida Statutes §288.1166, the County shall have the right to designate and use all, or portions of the Facility, including the Exclusive Use Areas as determined by County in its sole and absolute discretion, as a shelter for

the homeless pursuant to Florida Statutes §288.1166. County shall execute a license agreement for said emergency use with the specific provisions contained in Section 5.3.5.3 and 5.3.6.2. The County's right to use the Facility for an emergency shelter pursuant to Florida Statutes §288.1166 shall not apply to the extent:

A. The Facility is otherwise contractually obligated for a previously scheduled specific Team Event that is to be held despite the declaration of emergency; or

B. The County determines that its existing homeless assistance centers are sufficient to provide emergency shelter for the homeless during the period of a declared federal, state or local emergency.

**5.3.8 County Responsibility For Security During Emergency Use.** During County's emergency use of the Facility as described in Sections 5.3.6 and 5.3.7 herein, the County shall be solely responsible for performing and funding the security requirements for the County's use, consistent with the requirements of the LLC described in Section 5.2 herein, as to the licensed portions of the Facility.

#### **5.4 Third-Party Events.**

5.4.1 Applications and requests for Third-Party Events shall be accepted any time within a one (1) year period of the date of the proposed Third-Party Event, provided they do not interfere with Team Events or approved and scheduled County Events. Third-Party Events cannot be scheduled more than one year in advance without County's express written approval which may be granted or denied by County only if there is a conflict with an anticipated, but yet to be scheduled, County Event. Once a Third Party Event is scheduled, it can only be rescheduled or cancelled with the consent of the Third-Party Event applicant.

5.4.2 The LLC shall use the form of the County Event license agreement described in Section 5.3.5 for Third Party Events except: 1) the LLC shall be entitled to charge a license fee for the use of the Facility; 2) the LLC shall be entitled to charge for admission, participation and related fees and charges in connection with the operation of any Third Party Events at the Facility; and 3) if the Third Party Event is not sponsored by a governmental entity, the LLC shall require the Third Party provide insurance and indemnification provisions as set forth in Sections 5.4.2.1 and 5.4.2.2 below.

5.4.2.1 The LLC shall require commercial liability insurance coverage for such Third Party Event to be provided by insurance companies acceptable to the County, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the County based on the nature of any such Third Party Event. The County shall be a named additional insured, and the LLC will cause proof of such insurance to be provided to the County upon demand.

5.4.2.2 For each Third Party Event, the Third Party Event operator shall protect, defend, reimburse, indemnify and hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all

claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with the operator's use of the Facility. The Third Party operator assumes the risk associated with the use of the Facility and agrees to hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to third party operator's property incident to or in connection with the third party operator's use of the Facility.

## **5.5 Buffer Area.**

5.5.1 The County and the City intend that the Buffer Area be used only for parking when the remainder of the parking areas (pervious and non-pervious) are insufficient to meet the predicted parking demand. As such, the Interlocal Agreement limits the use of the Buffer Area for parking to forty (40) days per year (the "Buffer Area Year") unless extended by mutual agreement of the City and the County. The Buffer Area Year will commence on January 7 annually and continue through to January 6 of the following year. The LLC has sole responsibility for allocating the use of the Buffer Area during the Buffer Area Year, but agrees to allocate the use of the Buffer Area according to the following allocation priorities.

5.5.1.1 First priority shall be for Major League Spring Training Home Games. On any day during Spring Training Season that does not have a scheduled Major League Spring Training Home Game, the LLC shall manage the parking in such a way that the Buffer Area will only be opened for parking use if all other parking areas are predicted to be full.

5.5.1.2 The remainder of the forty (40) days shall be allocated on a first reserved-first use basis to any Team Event, County Event or Third Party Event that provides written justification of why the remainder of the Parking Areas are insufficient to meet its expected parking demand, as well as any other information to support the request (such as anticipated economic or community impact of the event).

5.5.1.3 At such time that the forty (40) days is exhausted or is expected to be exhausted during the duration of an event, the LLC may approve the license agreement contingent upon obtaining approval from the City for the additional days of use of the Buffer Area. Using the justification provided by the event applicant, the LLC and/or the applicant shall seek that approval from the City on behalf of the event applicant with the County's approval hereunder.

5.5.2 The LLC shall be responsible for restoring the Buffer Area to its pre-Spring Training Season condition whereby the wear and tear and damage caused by its use as a parking area is no longer visible, and the Buffer Area is vegetated to a non-playable pasture condition. The Buffer Area shall be restored to such non-playable pasture condition no later than April 15<sup>th</sup>, annually, or at the conclusion of the Spring Training Season, whichever is later.

5.5.3 The LLC shall be responsible for preparing the Buffer Areas for regulation league play no later than 30 days prior to any applicable scheduled County Event, but no earlier than April 30<sup>th</sup> annually.

5.5.4 Notwithstanding the above, the County shall be responsible for reimbursing the LLC for any damage to the Buffer Area following a County Event in accordance to Section 5.3 above.

**ARTICLE 6**  
**USE FEES**

6.1 **Fee Commencement Date.** The LLC shall pay County an annual Team Improvement Areas Fee as set forth in this Article 6, commencing on the Fee Commencement Date. Concurrent with the County's approval of the issuance of the County Bonds, the parties shall enter into a separate Memorandum of Fee Commencement Date confirming in writing the day, month and year of the Fee Commencement Date.

6.2 **Team Improvement Areas Fee.**

6.2.1 The Team Improvement Areas Fee payments shall be due on the Fee Commencement Date and each subsequent annual anniversary of the Fee Commencement Date.

6.2.2 The Team Improvement Areas Fee shall be \$67,021,656 payable in the annual payment amounts as shown in the following chart, subject to adjustments as provided in Section 6.5.2:

Payments	Number of Required Payments	Annual Payment
Team Improvement Areas Fee Commencement Date	8	\$2,143,134
Year 9 to Year 20	12	\$2,435,380
Year 21 to Year 28	8	\$2,581,503
<b>Total</b>	<b>28</b>	<b>\$67,021,656</b>

6.3 **Reserved.**

6.4 **Reserved.**



## **6.5 Miscellaneous.**

**6.5.1 Liability for Financing.** Nothing herein shall be construed to make the LLC or the Teams liable to the County for the payment of any County Bonds or financing, and the LLC's rights and obligations hereunder shall be independent of the County's obligations under such County Bonds or financing. The LLC agrees to cooperate with the issuance of any County Bonds, including without any limitation, providing any disclosure of the LLC's public information reasonably required for purposes of the offering documents for such County Bonds.

### **6.5.2 Payment Adjustments.**

**6.5.2.1** If, at the time of issuance of County Bonds, the LLC makes the Interest Election to increase the Team Improvement Areas Fee payments, such adjustments shall be payable over twenty-eight (28) years using the same proportionate payment distribution allocation as set forth in this Article 6.

**6.5.2.2** Pre-Construction Cost Savings allocable to the LLC pursuant to Section 8.4.3 of the Developer Agreement shall be applied to reduce the Team Improvement Areas Fee payments, such adjustments shall be payable over twenty-eight (28) years using the same proportionate payment distribution allocation as set forth in this Article 6.

**6.5.2.3** The adjusted Team Improvement Areas Fee shall be set forth in a certificate of the County Representative delivered to the LLC at the time of issuance of the County Bonds.

**6.5.3** The payment made pursuant to this Article 6 shall be made payable to the Board and shall be delivered annually to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. In the event the LLC fails to make timely payment of any fee, due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by the County. County shall receive the payments payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair and Maintenance, use, care or operation, except as specifically provided in this Agreement.

**6.5.4** The LLC shall pay all sales, use and/or other taxes assessed by any governmental authority against the payments made pursuant to this Article 6, if any, even if such tax is intended to be imposed against County. The LLC shall pay before delinquency all non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Facility, or LLC's interest in the Facility or LLC's equipment and personal property located at the Facility.

**6.5.5** The LLC shall be responsible for, and shall timely pay, all on-Site and off-Site municipal and utility service costs due in order to operate and maintain the Facility

including, but not limited to, water, sewer, garbage and trash collection and such other costs and impositions as may be assessed or levied by a municipal taxing authority or utility service provider against the Facility or Site.

6.5.6 In the event the LLC pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

6.6 **Tax Indemnification.** The LLC shall indemnify and hold County harmless from and against the payment of any and all sales tax due to the State of Florida or any department or agency thereof in connection with the payments described in this Article 6, together with all interest, fines, penalties, costs or other charges thereon, regardless of when, or the party against whom, the same may be assessed or imposed.

6.7 **Maximum Private Payments.** In connection with the County Bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes (the Tax-Exempt County Bonds"), during the period the Tax-Exempt County Bonds shall be outstanding, the present value of the sum of: (a) any payments made to the County by non-governmental persons for the use of any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds and (b) amounts paid by the LLC for Capital Improvements to any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds shall not exceed ten percent (10%) of the present value of the debt service (i.e., principal and interest) to be paid. Notwithstanding the preceding sentence, to the extent that any Capital Improvements, paid for by the LLC, have useful lives that are not reasonably expected (as of the date of installation) to extend beyond the Term, such Capital Improvements shall be disregarded. Useful lives may, at the County's request, be determined by independent appraisal.

## ARTICLE 7

### **REPAIR AND MAINTENANCE AND COSTS OF OPERATION**

7.1 **Generally.** Except as otherwise expressly provided herein, the LLC shall be solely responsible for all costs of, and the performance of, all of the Repair and Maintenance and operation of the Facility, as required to keep the Facility in good condition at all times, on a year-round basis.

7.2 **Repair and Maintenance.** With respect to the LLC's performance of Repair and Maintenance, the LLC agrees as follows.

7.2.1 Repair and Maintenance shall be performed on a regular, scheduled routine basis as is reasonably required to prevent deterioration of the Facility and extend the useful life of the capital assets. Standards of Repair and Maintenance for the MLB amenities, including, but not limited to, the Stadium and Team facilities, shall be similar to first-class MLB



facilities and standards of Repair and Maintenance for the remainder of the improvements shall be consistent with public recreation facilities in Palm Beach County.

7.2.2 All Repair and Maintenance shall be performed in a good and workmanlike fashion, utilizing good quality materials, supplies, components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced, with all reasonable efforts made to preserve the aesthetics of the Facility consistent with the respective Repair and Maintenance standard for the improvement.

7.2.3 All equipment Repair and Maintenance shall meet manufacturer's recommendations and established government safety and/or regulatory standards, if applicable.

7.2.4 All Repair and Maintenance and operation of the improved and unimproved areas of the Facility and Site, and shall comply with the land management practices and ERP as set forth in Section 12.2 of the Interlocal Agreement.

7.2.5 All Repair and Maintenance, operation and environmental monitoring (if any) of the Buffer Area shall comply with the land management practices and the ERP as set forth in Sections 12.2, 12.3, and 12.4 of the Interlocal Agreement as well as any subsequent requirements placed on the Buffer Area as a condition of a regulatory approval and/or permit.

7.2.6 The LLC shall routinely inspect the Facility and Site to ensure that there are no conditions which present a safety issue or hazard to any persons, including but not limited to visitors and players. If such a condition is found, it is the LLC's sole responsibility to immediately protect the area from use, to provide warning of the condition as may be reasonably necessary in order to ensure the safety of persons at the Facility, and to perform all work required to restore the area to a safe condition within a reasonable period of time, provided, however, that the LLC may seek reimbursement, if applicable, for Emergency R/R Projects for Public Use Improvements as set forth in Article 10 of this Agreement. The existence or non-existence of a right to reimbursement does not alter or limit the LLC's obligations to inspect, identify, secure, and/or correct all conditions that present a safety issue or constitute a hazard to persons at the Facility and Site.

7.2.7 The LLC shall provide FD&O with a bi-monthly report of all Facility Repair and Maintenance that was performed to Public Use Improvements during the preceding two months and all Facility Repair and Maintenance scheduled for Public Use Improvements during the upcoming two months no later than the twenty-fifth (25th) day of each even numbered month (February, April, etc.). The LLC shall provide the County with access to the Facility to perform routine maintenance inspections.

7.2.8 The LLC shall not voluntarily create, cause, or permit to be created any lien or encumbrance on the Facility and/or Site. In the event that a construction lien is filed against the Facility, the Site, other County property, or the City Park Property, in connection with any work performed by or on behalf of the LLC, the LLC shall satisfy such claim, or transfer same to security, within forty-five (45) Days from the date of notice of such filing. In the event that the LLC fails to satisfy or transfer such claim within said forty-five (45) Day period, County may do so and thereafter charge the LLC, and the LLC shall promptly pay to

County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including reasonable attorney's fees. Further, the LLC agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**7.3** The LLC shall assume all of County's continuing obligations pursuant to the Reclaimed Water Agreement.

**7.4 Inspection and Failure to Perform.**

**7.4.1** The County shall have the right, but not the obligation, to inspect the Site and Facility at reasonable times, upon reasonable request, or, at such time as the County has reason to believe that an emergency situation exists at the Facility and/or Site, to observe whether the LLC is performing its Repair and Maintenance obligations pursuant to this Agreement. If, in the County's reasonable opinion, the LLC has not performed its Repair and Maintenance obligations pursuant to the terms hereinabove, the County shall provide written notice to the LLC stating the basis for such opinion, and the LLC shall have thirty (30) days from the date of receipt of such notice during which to perform such Repair and Maintenance as required hereunder, or to notify the County that it disagrees with the County's opinion. If the LLC disagrees with the County opinion, the LLC and County agree to utilize the dispute resolution process identified in Article 18 of this Agreement.

**7.4.2** The LLC shall permit County, or its representatives or agents to schedule and conduct visits of the Site and Facility as reasonably required to enable County to fulfill its insurance and/or restoration obligations pursuant to Articles 16 and 17 of this Agreement.

**7.4.3** The County Representative shall visit the Site pursuant to Article 7 and Article 10 of this Agreement to observe the condition of the Facility solely for the purposes of determining whether the Repair and Maintenance is being performed consistent with the requirements of Sections 7.2.1, 7.2.2, 7.2.4 and 7.4 herein, and for determining placement and/or costs for the R/R Project spreadsheet pursuant to Article 10 of this Agreement.

**7.4.4** The County Site visits authorized herein do not in any way eliminate, change, reduce, modify, transfer, or diminish the LLC's sole responsibility for: 1) the on-going operation of the Facility; 2) the assessment of the condition of the Site and Facility; and 3) the performance of corrective action, including but not limited to, Repair and Maintenance, as required to maintain the Site and the Facility in a safe condition. The LLC shall not be entitled to rely on any comments, recommendations, reports or the results of the County Representative or the County agents' Site visits, in lieu of conducting its own independent assessment and evaluation of the condition of the Site and the Facility.

**7.4.5** The County shall coordinate all scheduled inspections pursuant to this Section 7.4 with the LLC to prevent interference with any scheduled use of the Site.

**ARTICLE 8**  
**LICENSING, INSPECTION, REGULATORY AND ADA RESPONSIBILITIES**

**8.1 Licensing, Regulatory and Safety Inspections.**

8.1.1 All corrective work required at the Facility will be performed and funded as either Repair and Maintenance or an R/R Project.

8.1.2 For funding purposes, if the corrective work is not Repair and Maintenance, and it addresses a construction flaw or failure or other issue and such construction item cannot be resolved by the LLC pursuant to Section 13.1.1 or Section 13.1.2 of the Developer Agreement, then such corrective work shall be deemed a County R/R Project for Public Use Improvements and an LLC Project for non-Public Use Improvements.

8.1.3 The LLC's Repair and Maintenance responsibilities set forth in Section 7.1 and its R/R Project responsibilities set forth in Article 10, includes performing all emergency Repair and Maintenance and/or R/R Project work or other corrective action required to address hazardous or unsafe conditions arising from, or related to, licensing, permitting, inspection, audit, safety or regulatory requirements concerning the Site, Facility, and the LLC's operations, business, and/or use of the same, including but not limited to, any City, County, State, Federal, OSHA or BOC law, rules, regulations, ordinances, or other requirements. This includes, but is not limited to corrective work arising in anticipation of, or as a result of an inspection, audit, licensing or regulatory requirement or other compliance-related event.

8.1.4 The LLC shall be solely responsible for funding any Repair and Maintenance required to correct any condition, hazard, defect, flaw or failure, or other issue or condition arising from, or related to, licensing, permitting, inspection, audit, safety or regulatory requirements concerning the Site, Facility, and the LLC's operations, business, and/or use of the same.

8.1.5 The LLC's performance of corrective work required by Section 8.1.2 which otherwise meets the requirements of a County R/R Project is expressly subject to funding by County, pursuant to the processes and procedures set forth in Article 10 hereto.

8.1.6 Any corrective work required by Section 8.1.2 or Section 8.1.3 which otherwise meets the requirements of an LLC R/R Project, shall be reflected on the R/R Project Schedule as an LLC R/R Project, including, but not limited to, any corrective work required to comply with the requirements of any environmental permit or approval including monitoring and/or correcting groundwater issues, and such shall be funded and performed by the LLC pursuant to the processes and procedures set forth in Article 10 hereto.

**8.2 ADA.**

8.2.1 Pursuant to the terms of the Developer Agreement, the LLC is providing services as defined therein throughout the design and construction of the Facility and the Loop Trail, and the LLC has the responsibility of designing and constructing the Facility and the Loop Trail to be compliant with the requirements of the ADA. The LLC acknowledges that the LLC is

solely responsible for ensuring the Facility and Loop Trail are designed and constructed in accordance to the requirements of the ADA pursuant to the Developer Agreement.

8.2.2 The LLC is solely responsible for all ADA compliance requirements and all ADA complaints, litigation, claims or lawsuits, of whatsoever kind or nature, regardless of whether arising during the development of the Facility and prior to occupancy, or thereafter, and including claims from the Teams, guests, players, invitees, contractors, agents, or any other person or entity, and including, but not limited to, claims, litigation or lawsuits involving the Site, the Facility, the Loop Trail, Personal Property used at the Facility, and Capital Improvements, and regardless of whether arising from Facility design, use and operation, access or other issues.

8.2.3 The LLC shall advise the County of any change in law or regulation which may impact the compliance status of the Facility, and shall present the County with a plan for bringing the Facility into compliance. The LLC has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Facility are required, they will be considered Capital Improvements.

## **ARTICLE 9**

### **CAPITAL IMPROVEMENTS**

#### **9.1 Capital Improvements.**

9.1.1 All Capital Improvements proposed by the LLC to be made to the Facility shall require the prior written consent of the County in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. If approved in writing by the County, all Capital Improvements proposed by the LLC to be made to the Facility shall be undertaken, performed and 100% funded by the LLC. The County shall have no obligation to reimburse or pay the LLC for any LLC Capital Improvement. In addition, all Capital Improvements shall be assumed to be LLC R/R Projects for the purposes of determining responsibility for funding the R/R Projects for the Capital Improvements, unless the County agrees, in its sole discretion, to accept the R/R responsibility for a Capital Improvement. If the County agrees to accept the R/R responsibility for a Capital Improvement, it shall be made as an affirmative statement included in the written approval for the Capital Improvement at which time it will become binding on the County.

9.1.2 The LLC shall submit detailed plans and specifications prepared by a design professional licensed in the State of Florida for all such Capital Improvements to the County for County's written approval prior to commencing work on same, including the estimated project cost. The County's review of the LLC's proposed improvements shall be limited to the determination of whether the improvements are consistent with the terms of this Agreement and that the improvements do not interfere with or reduce the public's access to the Facility.

9.1.3 County shall provide a written response within ten (10) business days after receipt of request by the LLC, failing which County shall be deemed to have consented to

such plans and specifications. Notwithstanding the foregoing, the County may request that the County be provided with additional time to provide the LLC with a written response as to whether the improvements restrict public access and are consistent with this Agreement.

9.1.4 All work done by the LLC shall be performed in a good and workmanlike manner using good quality materials, and supplies and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications. The LLC shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any Capital Improvements and shall perform all such Capital Improvements in compliance with all applicable laws, ordinances and regulations.

9.1.5 The LLC is solely responsible for all required licensing, safety inspections, Repair and Maintenance, and operation of all Capital Improvements, if applicable.

## **ARTICLE 10**

### **RENEWAL/REPLACEMENT PROJECTS**

#### **10.1 Renewal/Replacement (R/R) Projects.**

10.1.1 The County and LLC have jointly determined the need for establishing and funding a program to address R/R Projects in order to ensure that age, use and deterioration of the Facility does not adversely impact its use or the cost to maintain the Facility. The R/R Project Schedule shall project, at a minimum, R/R Project requirements for the upcoming Budget Year and the next nine (9) Budget Years thereafter. The R/R Project Schedule shall address the requirements of the Facility and shall contain two sections; County R/R Projects and LLC R/R Projects.

10.1.1.1 The County is responsible for funding 100% of the County R/R Projects for Public Use Improvements when they are included in the Approved R/R Project Schedule.

10.1.1.2 The LLC is responsible for funding 100% of the LLC R/R Projects as identified on the Approved R/R Project Schedule.

10.1.2 No later than January 15 of each year, the LLC shall submit to County, its proposed R/R Project Schedule for review. No later than May 31, the LLC will be notified of County Staff's recommendation for funding of County R/R Projects as part of the County staff's recommended annual capital budget request. No later than October 1, the LLC shall be notified of the appropriations for the Approved R/R Project Schedule.

10.1.2.1 The first R/R Project Schedule shall be submitted no later than January 15 of the year following the first Full Spring Training Season played at the Facility. The R/R Project Schedule shall include each and every item with a fixed asset number whether physically tagged or not, its projected year for renewal or replacement and the estimate cost of the renewal or replacement task.



10.1.2.2 For each subsequent annual submittal, the R/R Project Schedule shall be updated to reflect any changes made necessary as a result of mid-year modifications, differing physical field conditions which may accelerate or extend the replacement year, and/or updated project estimate. The LLC shall submit, with the updated R/R Project Schedule, a detailed written narrative for each and every R/R Project that was not included in the Approved R/R Project Schedule, providing an explanation as to why such R/R Project had previously not been included in the R/R Project Schedule. Within fourteen (14) days after the County's receipt of the updated R/R Project Schedule, representatives of FD&O and the LLC shall meet at the Facility ("On Site Meeting") in order to review and discuss the updated R/R Project Schedule and agree upon any changes to the updated R/R Project Schedule.

10.1.2.3 The County and the LLC both agree to cooperate in the development of the updated R/R Project Schedule so that the R/R Projects are undertaken in a timely manner to ensure that the asset is renewed/replaced prior to material degradation of the utility/appearance of the asset, while recognizing periodic financial constraints of the County and the LLC. Material degradation of an asset occurs when; 1) the asset's condition is or may cause damage or increased costs to renew/replace other assets, 2) the asset's condition represents a hazardous condition that may increase liability, and/or 3) the asset has deteriorated in utility and appearance or has failed or is likely to fail.

10.1.3 The LLC shall have an obligation to implement and fund the Approved R/R Project Schedule for each Budget Year, subject to County reimbursement, pursuant to this Article 10, to the LLC for its expenditures towards County R/R Projects on the Approved R/R Project Schedule.

10.1.4 The LLC must perform the Approved County R/R Projects within the funding amount identified on the Approved R/R Project Schedule, unless an increase in County R/R Project funding is approved in writing by the County prior to the LLC issuing a contract or purchase order pursuant to Section 10.4. Approved expenditures will be reimbursed in accordance to the terms and conditions set forth below.

10.1.5 The County's obligation to fund or reimburse the LLC for County R/R Projects in any Budget Year is limited to those County R/R Projects that are reflected on the Approved R/R Project Schedule.

## **10.2 Mid - Year Modifications to Approved R/R Project Schedule.**

10.2.1 The LLC shall have the right to request mid-year modifications to the Approved R/R Project Schedule only for an Emergency R/R Project by submitting a written request for a mid-year modification. Such request for modification shall include the scope, cost, schedule for implementation and the justification for the Emergency R/R Project. The justification for the Emergency R/R Project shall specifically indicate why the Emergency R/R Project cannot wait until the next funding cycle. The request shall also identify whether any or all of the implementation procedures need to be waived.

10.2.2 Notwithstanding the above, the LLC has the absolute obligation to immediately respond to emergencies, and/or situations that may pose a danger to the health and/or safety of persons or that may impact the integrity of the Facility.

10.3 R/R Project Reserves. The R/R Project Reserve was established pursuant to Section 8.4.7 of the Developer Agreement and contains cost savings, if any, accomplished during the construction of the Facility and allocated to the LLC R/R Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC. The County and the LLC will each first use their respective R/R Project Reserves to fund their respective R/R obligations pursuant to this Agreement until the R/R Project Reserves are exhausted. The parties acknowledge that the R/R Project Reserves are a small portion, if any, of the funding that will be required to fund each party's R/R obligations pursuant to this Agreement.

10.4 Implementation of R/R Projects.

10.4.1 All R/R Projects shall be performed in a good and workmanlike manner using good quality materials and supplies, and components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced and shall be performed through completion. The LLC shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any R/R Projects and shall perform all such R/R Projects in compliance with all applicable laws, regulations and ordinances. The LLC shall obtain the advance approval of the Art in Public Places Administrator for any R/R Project that involves Art.

10.4.2 The LLC shall use its standard purchasing practices for all contracts/purchase orders entered into in connection with R/R Projects; provided that all purchases are undertaken and awarded by a competitive process. Unless the LLC has included qualification based criteria in the bid and the LLC can reasonably demonstrate that the low bidder did not meet those qualification criteria, the only justifications for not choosing the low bidder are either: 1) an award to the next lowest bidder in order to contract with a Palm Beach County certified SBE vendor and the SBE vendor's bid does not exceed the low bidder's price by ten percent (10%), or 2) an award to the next lowest bidder in order to contract with a bidder meeting the Palm Beach County's definition of local business and the local business's bid does not exceed the low bidder's price by five (5) percent. Preferences are not cumulative and in the event of a conflict, the SBE preference is of higher priority.

10.4.2.1 Qualification Based Selection Criteria. When necessary, the LLC may use qualification based selection criteria as a pre-bid step or as part of a competitive selection provided that the qualification based selection criteria is objective, directly responsive to the work, and does not limit competition among qualified bidders.

10.4.2.2 Projects in Excess of \$200,000. The LLC shall obtain a payment and performance bond in conformity to the requirements of Florida Statute § 255.05 on the County's most current form and from a surety meeting the County's requirements for all projects in excess of \$200,000, or such monetary limit as in effect at the time of the R/R Project.

10.4.3 For each and every project designated as a County R/R Project on the Approved R/R Project Schedule and prior to the LLC entering into a contract or purchase order for any individual R/R Project, the LLC shall submit; 1) the scope of work that was used as the basis for the bid, 2) a bid tabulation sheet that sets forth the vendor/contractor name and bid amount for each bid response ("R/R Project Bid Tabulation Sheet"), and 3) a copy of the LLC's proposed contract or purchase order which identifies the final scope of work to be purchased and a copy of the vendor's/contractor's insurance certificate naming the County as an additional insured. Within seven (7) days of the County's receipt of the foregoing, the County will issue a purchase order to the LLC in the amount of the intended awardee's bid plus an additional five percent (5%) contingency ("R/R Purchase Order").

10.4.4 For any County R/R Projects, the same requirements and process set forth above in this Section 10.4 shall apply and be used in connection with the reimbursement to the LLC of the costs and expenses incurred by the LLC for all design, testing lab and construction services agreements as well as any permit fees paid to a governmental entity.

10.4.5 Requests for payment against R/R Purchase Orders shall be made at intervals determined by the LLC, but no more frequently than semi-monthly. Requests for payment against R/R Purchase Orders shall be made by the LLC to the County and shall include; 1) the R/R Purchase Order number, 2) a copy of the vendor's/contractor's request for payment or invoice, and 3) evidence of payment by the LLC. For the purposes of this Section, a copy of a check written by the LLC or a bank statement indicating electronic payment details including vendor's/contractor's name, shall constitute evidence of payment. Any request for payment which includes a request for use of contingency funds, shall include a copy of the change order issued by the LLC to the vendor/contractor and shall specifically identify: 1) the scope of work included in the change order; 2) the amount of the change order; 3) the new total contract amount; and 4) an explanation of the reason for the change order. Any final payment request against each R/R Purchase Order shall be marked accordingly. Once the County has received a request or payment on an R/R Purchase Order, together with the foregoing documentation ("R/R Payment Request"), the County shall within five (5) business days from receipt of the R/R Payment Request review the request and notify the LLC if such request is complete or deficient. If the R/R Payment Request is deficient the LLC shall resubmit its R/R Payment Request to the County and the County shall within five (5) business days from receipt of the subsequent R/R Payment Request review such submittal and notify the LLC if such submittal is complete or deficient. This process shall continue until such time as the County receives a complete R/R Payment Request. Once the County receives a complete R/R Payment Request, the County shall make payment against the R/R Purchase Order within twenty-one (21) Days.

## **ARTICLE 11**

### **REVENUE STREAMS**

11.1 **Generally.** The LLC shall be entitled to receive and to retain all revenue streams, now known or hereafter devised, in connection with the year-round operation of the Facility for any and all events at the Facility, except for County Events pursuant to Section 5.3 or as may otherwise be set forth in a written agreement for use of the Facility. Notwithstanding anything herein to the contrary, the LLC shall not enter into any contracts or agreements



regarding the Facility that extend beyond the expiration of the Term of this Agreement. Additionally the LLC shall not enter into any agreements including, but not limited to, sponsorship agreements or donor agreements in exchange for naming rights, containing language that prohibits County from using, or providing incompatible products at no cost or charge to its event participants during a County Event, or in any way that restricts the promotional or advertising opportunities at County Events. The County acknowledges that the sale of products incompatible with the LLC's agreements is prohibited. Furthermore, the LLC shall include language in each and every contract or agreement regarding the Facility that the LLC enters into, that such contract or agreement is not binding upon the County and may be terminated in the event this Agreement is terminated. Without limiting the foregoing, the provisions of Sections 11.2 through 11.6 more specifically address certain revenue streams.

**11.2 Ticket Sales.** The LLC shall set ticket prices and entry fees for all events at the Facility, other than County Events, and shall be entitled to receive all revenue collected by the LLC. The LLC shall have the right to fix the charges for tickets in its sole discretion; provided, however, that the LLC's ability to charge admission, and the amount of any admission charges, shall be subject to all MLB Rules and Regulations, and any applicable Minor League rules, guidelines, regulations, requirements, directives and/or policies, as the same now exists or may be amended or adopted in the future. No direct or indirect ticket surcharges, franchise fees, charges, taxes, or, without limitation, other fees may be instituted or imposed by the County for admissions to baseball-related events at the Facility without the LLC's prior written consent, which consent may be withheld or conditioned in the LLC's sole discretion.

**11.3 Parking.** Except for County Events as set forth below, all revenues from all sources, including parking shall be retained by the LLC. The fees to be charged for such parking shall be determined by the LLC in its sole discretion. For County Events, the County shall only be charged the cost to prepare, manage and/or administer the parking for the County Event, and in no case shall the County be charged for the use of the Parking Areas.

**11.4 Concessions.** The LLC, or its designees, shall be the exclusive concessionaires and shall sell all concession items at all events held in and at the Facility and designated parking areas and retain all Concession Revenues, including Concession Revenues from all County Events. Subject to MLB Rules and Regulations, such concession stand items shall include but shall not be limited to, in the LLC's sole discretion, all foods, beverages (alcoholic and non-alcoholic), scorecards, programs, yearbooks, vending machines, merchandise, including but not limited to novelty items carrying the LLC's or one or both of the Teams' logos or the logo of any other Major League Club or Minor League Club, as well as any interactive games, video games, batting or pitching cages and other entertainment-oriented retail or food service items, including, without limitation, any Spring Training Season related promotions and advertising, and any event-related activities scheduled by the LLC. The LLC's rights hereunder shall include, without limitation, the exclusive right to vend concession and novelty items from permanent or portable concession units located at the Facility, and, to the extent permitted by law, on public streets and ways abutting any portion of the Facility or the immediately adjacent parking areas. To the extent of the County's jurisdiction, the County agrees to deny any other person or entity the right to sell concessions, and novelty, food and beverage, and retail items in or at the Facility.

## **11.5 Advertising/Broadcasting.**

11.5.1 All revenues received by the LLC from all advertising, promotions or sponsorships (including without limitation scoreboard/message center advertising during any of the events or activities at the Facility, annual billboard signage (e.g., outfield fence, concourses and other advertising signage at the Facility), marquee signage, naming rights, advertising rights and, without limitation, other rights with regard to the name of the Facility or any part thereof shall be the sole property of the LLC for the Term of the Agreement.

11.5.2 The LLC shall have and control all naming rights to the Facility and all parts thereof, but agrees "of the Palm Beaches" shall be added to the end of the name for the Facility. Naming rights shall not be subject to termination by the County until the date of the expiration of the Term or the earlier termination thereof. If necessary, the County shall assist the LLC in obtaining any permits or licenses required under the laws or regulations of any government authority and necessary to the scoreboard message center and billboard advertising. The County shall also not unreasonably withhold its approval of any such permits or licenses required under its laws or regulations, if necessary. Notwithstanding anything to the contrary in this Agreement, any advertising, signage, sponsorship or naming rights shall comply with all MLB Rules and Regulations.

11.5.3 The LLC shall receive all revenue from their respective radio broadcast, cablecast, televising, or other video and/or audio means of broadcasting or transmitting any or all portions of any games played by the Teams or any other Major League Clubs, Minor League Clubs, or any other teams, and the County shall not participate, in any manner, in determining when or whether said games shall be televised, cablecast or broadcast. The County will not directly or indirectly charge or impose special fees, permits or hook-up expenses to the LLC or its broadcasters, cable casters or telecasters. If any provisions of this Agreement conflict with any provisions of any agreement between Major League Baseball and any national rights holder (each such agreement a "National Rights Agreement"), the National Rights Agreement shall in all respects control.

11.6 **Other Revenue.** Except as otherwise provided in Section 5.3, the LLC shall be entitled to any and all fees from third-parties for use of the Facility during the Term, as well as any other monies, without limitation, generated pursuant to other revenue streams not enumerated above, provided however, that any agreements with other entities requiring construction, alteration, and related permitting approvals shall require the prior written consent of the County and shall require the LLC to enter into a written agreement with such entity.

## **ARTICLE 12 TOURIST PROMOTION**

### **12.1 County Tourism Identity Logo and County Seal.**

12.1.1 The County shall provide the LLC with the form of the County Seal and the Tourism Identity Logo upon request. County shall provide the LLC with copies of any update or revision to the County Seal and/or Tourism Identity Logo, and within ninety (90) days

thereafter, the LLC shall update its marketing and promotional materials, including the County Seal or Tourism Identity Logo pursuant to Section 12.1.2 herein, to the newest version.

12.1.2 Unless precluded by MLB Rules and Regulations or the design of the Facility, the LLC will place the County's Tourism Identity Logo or County Seal, at the County's election, which shall be no larger than three (3) feet in diameter, in a visible location inside the stadium at the Facility.

12.1.3 Prior to the start of the Championship Season, the LLC shall cause the Teams to coordinate the placement and content of marketing services and promotions within each Home City MLB Stadium with the TDC. It is understood, however, that the exact placement and content of such marketing services and promotions will not be such to adversely impact either the stadium aesthetics or the Teams' baseball operations, and shall be in all instances subject to MLB Rules and Regulations. There shall be no changes to the colors of the Tourism Identity Logo or the County Seal used in such marketing services and promotions unless approved in advance by the TDC Representative and the County.

12.1.4 The LLC further agrees to place an appropriate County dedication plaque near the entrance of the stadium at the Facility.

12.1.5 The LLC shall cause the Teams to use the County Seal and County Tourism Identity Logo in all in-County marketing efforts, except for those marketing efforts that do not include any graphics, print or visual media and excluding merchandise and on-Site signage.

12.1.6 Notwithstanding anything in this Agreement to the contrary, in the event that the MLB Rules and Regulations preclude (i) the County from exercising the rights granted in this Article 12, and/or (ii) the LLC from performing its obligations as set forth in this Article 12, then the LLC shall provide the County with an alternative marketing tool that provides the County with benefits that are of equal or greater value to those that are provided for in this Article 12 and that are acceptable to the County in the County's reasonable discretion.

## **12.2 Astros' Obligations.**

12.2.1 As additional consideration for the use of the Team Improvement Areas, the LLC shall cause the Astros to annually provide tourism marketing and promotional services for the Facility valued at no less than \$500,000 annually, at the Astros' Home City MLB Stadium or to the Astros' Home City audience.

12.2.2 Three months prior to the start of the Spring Training Season, the LLC shall cause the Astros to present a draft promotional plan, including the content, proposed placement and then current value of the materials and promotion to be provided in the Home City, to the TDC to come to a mutually agreeable plan.

12.2.3 This plan may be inclusive of social media channel strategy, digital promotions on Team websites, broadcast radio strategy for the radio networks and multi-lingual stations, broadcast television, traditional hospitality, ticketing and public relations opportunities

for in-home market entertainment of potential business to business clients, e.g., travel agents, meeting planners, along with any local charity connections the Team is supporting, print programs, line-up cards, and welcome center materials to be used at Florida Welcome Centers for the drive market. A list of marketing assets that may be included in the promotional plan is attached hereto as **Exhibit F**.

12.2.4 For Major League Spring Training Home Games of the Astros, the LLC shall cause the Astros' radio rights holders to provide a minimum of one (1) live drop-in announcement promoting tourism in Palm Beach County. The TDC will provide factual talking points related to leisure traveler points of interest that can be used by game announcing personalities during the radio broadcast. The Tourist Development Council will provide for television broadcasts of Major League Spring Training Home Game including video content and "B" roll of tourism assets throughout Palm Beach County. The TDC shall submit the content required for all drop-in announcements by February 15th of each year.

12.2.5 In the event the Astros and the TDC cannot reach agreement on the promotional plan, the LLC shall cause the Astros to attend dispute resolution with County pursuant to Article 18 for the sole purpose of resolving the dispute on the content, placement and value of the services.

### **12.3 Nationals' Obligations.**

12.3.1 As additional consideration for the use of the Team Improvement Areas, the LLC shall cause the Nationals to annually provide tourism marketing and promotional services for the Facility valued at no less than \$500,000 annually, at the Nationals' Home City MLB Stadium or to the Nationals' Home City audience.

12.3.2 Three months prior to the start of the Spring Training Season, the LLC shall cause the Nationals to present a draft promotional plan, including the content, proposed placement and then current estimated value of the materials and promotion to be provided in the Home City, to the TDC to come to a mutually agreeable plan.

12.3.3 This plan may be inclusive of social media channel strategy, digital promotions on Team websites, broadcast radio strategy for the radio networks and multi-lingual stations, broadcast television, traditional hospitality, ticketing and public relations opportunities for in-home market entertainment of potential business to business clients, e.g., travel agents, meeting planners, along with any local charity connections the team is supporting, print programs, line-up cards, and welcome center materials to be used at Florida Welcome Centers for the drive market. A list of marketing assets that may be included in the promotional plan is attached hereto as **Exhibit F**.

12.3.4 For Major League Spring Training Home Games of the Nationals, the LLC shall cause the Nationals' radio rights holders to provide a minimum of one (1) live drop-in announcement promoting tourism in Palm Beach County. The TDC will provide factual talking points related to leisure traveler points of interest that can be used by game announcing personalities during the radio broadcast. The Tourist Development Council will provide for television broadcasts of Major League Spring Training Home Game including video content and

"B" roll of tourism assets throughout Palm Beach County. The TDC shall submit the content required for all drop-in announcements by February 15th of each year.

12.3.5 In the event the Nationals and the TDC cannot reach agreement on the promotional plan, the LLC shall cause the Nationals to attend dispute resolution with County pursuant to Article 18 for the sole purpose of resolving the dispute on the content, placement and value of the services.

12.4 **County's Obligation to Promote.** The County shall use reasonable efforts to promote the presence of the Teams' baseball operations and to promote the sale of tickets to all events at the Facility, by all reasonable methods incidental with its regular tourist promotion activities.

### **ARTICLE 13**

#### **TRANSFER OF TEAM OWNERSHIP/ ASSIGNMENT OF AGREEMENT**

13.1 **Assignment and Transfer of Interests.** Except as permitted by Section 13.2, the LLC Parties may not assign, convey, or transfer this Agreement, or any interest in this Agreement, nor may a Team assign, convey or transfer its interest in the LLC without the prior, written consent of the Florida Department of Economic Opportunity ("DEO") and the County, provided such consent shall not be unreasonably withheld. The County shall not assign this Agreement without the written consent of the LLC.

#### **13.2 Conditions for Approval of Transfer of Team Ownership.**

13.2.1 Nothing herein shall prohibit or in any way prevent an owner of an interest in a Team (including its successors and assigns) from transferring all or any part of its respective ownership interest in the Team, at any time, subject, however, to the continuing obligations of the Team pursuant to this Agreement and the Guaranty set forth in Section 16.7 herein. In addition thereto, the Team itself, at any time, shall have the absolute and unconditional right to transfer its assets, inclusive of the asset representing the MLB franchise and the Team's ownership interest in the LLC, (provided no interest in the LLC shall be transferred separately from the asset representing the MLB franchise to another Major League Club unless such separate transfer otherwise meets the requirements of this Agreement), and provided the entity assuming the obligations of the transferring Team, or an Affiliate of such entity, meets the net worth requirements of the Guaranty set forth in Section 16.7. Transfer of Team ownership (either by transfer of ownership interest or sale of the MLB franchise by the Team) in no way releases, extinguishes or alters the LLC's responsibilities pertaining to the Operative Agreements. Provided the transferring entity is not in default of the Operative Agreements at the time of transfer, a transfer of an MLB franchise above and execution of the assignment and assumption agreement, shall release, extinguish and forever discharge the obligations of the transferring ownership entity for any matter attributable to the transferring entity under the Operative Agreements from and after the date of transfer. The County agrees to provide any new owner, or potential acquirer of the Team or its assets (either by transfer of ownership interest or sale of the MLB franchise, or interest in the LLC by the Team) with an estoppel certificate within fifteen (15) Business Days of receipt of written request from the LLC,



setting forth the status of the Operative Agreements and any default(s) under the Operative Agreements, and if so, summarizing such default(s).

13.2.2 Nothing herein shall prohibit or in any way prevent an owner of an interest in the LLC, including its successors and assigns, from transferring all or any part of its ownership interest in the LLC, at any time, to an Affiliate, provided that each Guaranty always remains in full force and effect. In addition thereto, a Team (or Teams), (or its Affiliate), may assign or transfer its interest in the LLC (or the LLC, itself, may assign or transfer its interest in the Operative Agreements), to another Major League Club (or Major League Clubs) only with DEO's prior written consent, which consent shall not be unreasonably withheld, provided the following conditions have been satisfied: 1) the proposed Club assignee(s) can demonstrate equal or greater attendance records at its current Spring Training Season facility, averaged over the last three (3) Spring Training Seasons, as compared to the assignor Team(s); 2) the assignee Team(s) assumes 100% of the assignor's Team(s) obligations pursuant to the Operative Agreements beginning from the date of execution of this Agreement; 3) the assignee Team(s) meets the net worth or fair value of equity requirements of the Guaranty set forth in Section 16.7, and 4) the assignee Team(s) executes an Agreement and a Guaranty in the same form as this Agreement and the Guaranty incorporated herein by reference in Section 16.7, specifically relating back to the respective, original Agreement and Guaranty execution dates; 5) the Major League Club(s) assignee(s), assuming the obligations of the assignor Team(s), must not be terminating early or breaching an existing agreement funded in whole or in part by State funds, including, but not limited to funds obtained pursuant to sections 288.11621 and 288.11631 of the Florida Statutes and 6) the resulting assignment or transfer must result in two separate Major League Clubs agreeing to continually use the Facility for their Spring Training Home Games for the balance of the Term of, and in keeping with, this Agreement. Provided such assignor Team(s) is not in default of the Operative Agreements at the time of transfer, such transfer shall release, extinguish and forever discharge the obligations of the transferring/assignor Team(s) for any matter attributable to the transferring/assignor Team(s) under the Operative Agreements from and after the date of transfer or assignment. The County agrees to provide any such new owner, or potential acquirer of any interest in the LLC or its assets, with an estoppel certificate within fifteen (15) Business Days of receipt of written request from the LLC, setting forth the status of the Operative Agreements and any default(s) under the Operative Agreements, and if so, summarizing such default(s).

13.2.3 A Team may enter into written sub-use agreement(s) with other Major League Clubs for periodic uses of the Facility. Any such sub-use agreement shall in no way release or extinguish the obligations of the LLC pursuant to this Agreement or the obligations of the Teams pursuant to this Agreement and the Guaranty executed by the Teams as set forth in Section 16.7 herein.

13.3 **Managers.** The present managers of the LLC (Arthur Fuccillo and Giles Kibbe) shall have the absolute right without condition or restriction, to transfer their interests and/or responsibilities in the LLC to Affiliate entities or individuals. The County will be provided notice within thirty (30) days of such transfer.

**ARTICLE 14**  
**TAXES**

**14.1 Generally.** The parties agree that the use of the Facility is as a sports facility with permanent seating and as a stadium. The parties reasonably believe that the Facility, the LLC's interest therein and operation thereof, are presently immune from Ad Valorem and/or real estate taxes as the Site and the Facility are owned by County. Provided the Facility is used primarily as a public sports facility, the County and the LLC agree to reasonably cooperate together in: 1) maintaining or obtaining an Ad Valorem and/or real estate tax immunity throughout the Term, and 2) challenging or contesting any real estate taxes, Ad Valorem assessments or similar real estate taxes that impact the LLC's interest in or operation of, the Facility. Notwithstanding the above, the LLC shall have sole liability and responsibility for all Ad Valorem or real estate taxes or assessments that are imposed or assessed against the Site, the Facility, the LLC's interest therein, and/or the LLC's operation thereof, except as otherwise set forth in Section 14.2. The LLC shall have sole responsibility and liability for all lawful taxes, assessments, licenses and charges on the operations at the Facility including, but not limited to, all lawful taxes, assessments, licenses and/or charges on Personal Property and Capital Improvements located at the Facility, as well as on goods, merchandise, equipment and property owned by the LLC and/or the Teams and located in or about the Facility for which an exemption is not available. It is the parties express intention that the LLC shall have sole liability for back taxes, penalties, fines or fees that may result from an audit or review of the LLC's operations at the Facility. This provision shall in no way be construed as restricting the County or the LLC from contesting the legality of any tax or assessment and the County agrees to use good faith efforts to assist the LLC in contesting any such tax, imposition or assessment.

**14.2** It is the intent of the County to not have the LLC be financially impacted by the assessment of Ad Valorem taxes. If, in the future, any Ad Valorem real property taxes are imposed or assessed against the Site, the Facility, the LLC's interest therein and/or the LLC's operation thereof the County agrees to pay all such Ad Valorem real property taxes when due. The County's obligation to pay the Ad Valorem taxes pursuant to this Section 14.2, is solely contingent on; 1) the LLC providing evidence of the tax bill (if applicable) to the County within 5 working days of receipt, and 2) the City of West Palm Beach agreeing to reimburse the County for Ad Valorem taxes due to the City pursuant to Section 35 of the Interlocal Agreement. If necessary to meet the intent of this provision, the parties will agree to alternative arrangements to meet said intent.

**ARTICLE 15**  
**LITIGATION AND INDEMNITY**

**15.1 Litigation.** The LLC shall be responsible for the defense of all litigation, hearings, claims, demands or suits, including appeals, or other liability, arising as a result of the development, operation, or use of the Site, Facility, and City Park, including such litigation, claims, demands, suits and proceedings where the County has been named as a Defendant or Respondent, to the extent such litigation, claim, demand or suit, concerns any obligation or duty of the LLC concerning the Site, Facility, and City Park, under any of the Operative Agreements

and/or the Due Diligence and Planning Services Agreement. This includes, but is not limited to, claims, demands, accidents or injuries, suits, or other liability involving personal injuries at the Facility, including, but not limited to, driveways, sidewalks, entrances and exits from the Site and Facility. Notwithstanding the above, the LLC shall not be responsible for the defense of any taxpayer challenge to County or governmental funding of the Site, Facility and/or City Park. The County agrees to be responsible for all litigation, hearings, claims, demands or actions, including appeals, or other liability, to the extent and limits provided in Florida Statutes, Section 768.28, arising solely from the actions of the County's employees. The parties acknowledge that the foregoing shall not; 1) constitute an agreement by the County to indemnify the LLC; 2) be construed as a waiver of sovereign immunity, 3) constitute a waiver of any defense the County may have under Section 768.28, Florida Statutes, or any other statutes, or 4) constitute consent to be sued by third parties.

## **15.2 Indemnification.**

**15.2.1** The "County Indemnified Parties" means the County, including each of its respective agents, employees and elected officials.

**15.2.1.1** The LLC agrees to protect, defend, reimburse, indemnify and hold County Indemnified Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any Person, arising out of, or in incident to, or in connection with; (i) the use and operation of the Facility and all driveways, sidewalks, walkways, entrances and exits from the Site and Facility, (ii) any act or omission of the LLC Parties, (iii) the LLC's performance, non-performance or purported performance under this Agreement, and/or (iv) the condition of the Facility and Site caused by the LLC's failure to adequately repair and maintain the Facility and Site.

**15.2.1.2** The LLC further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs, damages, or other liability resulting from the LLC Parties' activities pursuant to this Agreement, whether or not LLC was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the LLC Parties' activities.

**15.2.1.3** In case County shall be made a party to any litigation commenced against the LLC Parties or by the LLC Parties against any third party related to the LLC Parties' activities or obligations pursuant to this Agreement, then the LLC shall protect and hold harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

**15.2.1.4** The foregoing indemnification shall not apply to the extent any claims, liability, expenses, losses, fines and damages arises from the negligent or willful acts of the County Indemnified Parties.



**ARTICLE 16**  
**INSURANCE/ GUARANTY**

**16.1 Team Insurance.** The LLC shall cause the Teams to secure and maintain during the Term, at no cost to the County, the following coverages covering its operations hereunder:

A. **Worker's Compensation.** Insurance covering all Team employees (including coaching staff and players) meeting statutory limits in compliance with the applicable state and federal laws.

B. **Commercial General Liability.** Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

C. **Automobile Liability.** Coverage will include all licensed, over-the-road vehicles owned or used by the Team with minimum limits of no less than \$1,000,000.00 per accident.

**16.2 LLC Insurance.** The LLC shall secure and maintain, or shall cause to be secured and maintained, during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided, however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

A. **Workers' Compensation.** Insurance covering all LLC employees meeting statutory limits in compliance with the applicable state and federal laws.

B. **Commercial General Liability.** Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

C. **Automobile Liability.** Coverage will include all licensed, over-the-road vehicles owned or used by the LLC with minimum limits of no less than \$1,000,000.00 per accident.

D. **Property Insurance for LLC Restoration Areas.** The LLC shall insure the LLC Restoration Areas against damage or destruction by fire, flood, hurricanes, tornadoes, terrorism or other casualty under a standard "all risk" insurance policy. Insurance shall be for one hundred percent (100%) replacement value. In the event of a casualty, the LLC shall be responsible for paying the deductible.

**16.3 Additional Requirements.**

16.3.1 All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- and Class VII or better.

16.3.2 The LLC shall cause the County to be listed as an additional insured (and not as a named insured) for claims arising in connection with the LLC's operations on the Commercial General Liability Policy (using ISO Form CG2010 10 101 or its equivalent) and the Automobile Policy. The Additional Insureds shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Coverage for the County as an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not, in connection with the operations of the LLC. No policy shall contain a self-insured retention, but may have a deductible.

16.3.3 Current valid insurance policies meeting the requirements herein identified shall be maintained during the Term. Renewal certificates shall be sent by the LLC to the County as soon as practicable after the policy is renewed. There shall also be a ten (10) day notification to the County in the event of cancellation of any stipulated insurance coverage.

**16.4 County Insurance.** The County shall secure and maintain during the Term the following coverage:

A. **Property Insurance.** The County shall insure the Facility against damage or destruction by fire, flood, hurricanes, tornadoes, terrorism or other casualty under a standard "all risk" insurance policy ("Damage"), except as otherwise set forth in Section 17.2. Insurance shall be for one hundred percent (100%) replacement value. County shall be responsible for paying deductible costs, except that in the event the damage by fire or by other casualty is due to any fault or neglect of the LLC, then the LLC shall be responsible for paying a reasonable deductible, not to exceed One Hundred Thousand Dollars (\$100,000.00) in the aggregate.

B. **Renewal.** Current valid insurance policies meeting the requirements herein identified shall be maintained by the County during the Term. Renewal certifications shall be sent by the County to the LLC as soon as practicable after the policy is renewed. There shall also be a ten (10) day notification to the LLC in the event of cancellation of any stipulated insurance coverage.

C. **Other Insurance.** Without waiving the right to sovereign immunity as provided by Florida Statutes §768.28, County shall maintain, during the entire term hereof, self-insurance coverage or third-party insurance coverage for comprehensive general liability and automobile liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Worker's Compensation insurance covering all County employees in accordance with Florida Statutes Chapter 440. In the event the Legislature should change the County's exposure by statute above or below the sums insured against, the County shall maintain insurance to the extent of that

exposure. Upon request by the LLC, the County shall provide a statement or certificate of insurance evidencing its insurance, and/or self-insurance coverage.

**16.5 Waiver of Sovereign Immunity.** The County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes §768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

**16.6 Waiver of Subrogation.** The County and the LLC each hereby waive any and all rights of recovery against each other and their respective agents and employees for loss or damage to each other arising from any cause insured against under any policy of insurance required to be carried by such waiving party to the extent of all proceeds recovered thereunder.

**16.7 Guaranty.** The full and unconditional performance of the obligations of the LLC set forth in this Agreement is guaranteed by the Teams, pursuant to the Astros' Guaranty and the Nationals' Guaranty, which are attached to the Developer Agreement as Exhibits I-1 and I-2 and incorporated herein by reference. Any attempt by a Team to rescind or terminate its Guaranty to this Agreement shall constitute a material breach of this Agreement, excluding an authorized transfer or assignment as set forth in Article 13. Each Guaranty is an unconditional, absolute, irrevocable, general and continuing guaranty.

**16.8 Notification to County.** In the event of: 1) a life threatening or dangerous incident or injury where the LLC is made aware that medical attention was sought and occurred within a Public Use Improvement of the Facility, and/or; 2) any claim or action that names the County or alleges that the County has responsibility in whole or in part, the LLC shall notify the County's Risk Management Department and provide general information concerning the claim and cooperate with the County in investigating and taking such action as may be appropriate.

## **ARTICLE 17**

### **DAMAGE/DESTRUCTION OF FACILITY**

#### **17.1 Casualty Loss.**

17.1.1 If all, or any portion of the Facility, other than the LLC Restoration Areas, is damaged or destroyed by fire, flood or other casualty (a "Casualty Loss"), the County, shall fund the repair and restoration of that portion of the Facility to the greater of the condition existing immediately prior to such Casualty Loss or the condition required by Law, provided, however, that County is under no obligation to fund the repair and restoration of any work in regard to the LLC Restoration Areas, and provided that County is under no obligation to fund the repair or restoration of any property damage resulting from deviations from County's standard design and construction policies that are identified in Exhibit E to the Developer Agreement.

17.1.2 In advance of a named tropical storm or other local public service announcements of sustained winds in excess of 45 mph, the LLC has the responsibility and

obligation for taking reasonable measures to prepare the Facility as if it was the owner of the Site and Facility. Particularly, the LLC shall be responsible for securing personal property, ensuring that all building openings are closed, installing wind protection devices that were purchased with funding from the Program Budget, and for removing construction materials and any other temporary equipment that may otherwise be stored on the Site. Within 48 hours of a wind event concluding, the LLC has the responsibility and obligation to; i) evaluate the site for damage to the Facility which is the financial responsibility of the County pursuant to Section 17.1.1, and ii) contact the County's Representative to review the evaluation described in i) above, and for instructions for mitigating further damage to the Facility and proceeding with the repair and restoration of the Facility.

17.1.3 If, in the LLC's good-faith judgment, there is substantial interruption with the operation of the LLC's activities at the Facility as a result of a Casualty Loss which requires the LLC to temporarily utilize other facilities, or cancel scheduled events at the Facility, the LLC shall schedule spring training activities and the games of the Teams at other facilities and the LLC's obligations under this Agreement, including payment of the fees set forth in Article 6 herein, shall be temporarily suspended until the County has performed its obligation to fund the repair and restoration of the Facility as required in Section 17.1.1 to permit the intended use hereunder. The County, the LLC, and the Teams agree to use good faith efforts to apply any applicable benefits and proceeds under any applicable insurance policies received for the Facility to restore the Facility to a usable condition in the shortest period of time. In addition, the Teams agree, after thoroughly evaluating all player and visitor safety issues, and determining that it is safe to do so, to resume the use of the Facility for Spring Training in advance of the entire restoration being completed. If the Facility repair and restoration is not or will not be funded by County as required in this Article 17 within three (3) years of the date of the Casualty Loss, then the LLC will have the option to terminate this Agreement. The LLC shall provide written notice of termination pursuant to this Section 17.1.3 to the County, and upon such termination, the County and the LLC shall be relieved of their obligations hereunder, except as expressly provided herein to the contrary in this Agreement.

17.1.4 Upon receipt of County funding pursuant to Section 17.1.1 or 17.1.3, the LLC shall perform the repair and restoration diligently and expeditiously to the greater of the condition existing immediately prior to such Casualty Loss or the condition required by Law.

## **17.2 LLC Restoration Areas.**

17.2.1 The repair and restoration of the LLC Restoration Areas following a Casualty Loss shall be the sole responsibility of the LLC. The LLC shall repair, restore and rebuild the LLC Restoration Areas as is required in order to resume use of the Facility for its intended use. County may consider, but is not required, to temporarily suspend the LLC's fee obligations pursuant to Article 6 of this Agreement in the event of a Casualty Loss to the LLC Restoration Areas.

17.2.2 All property damaged or destroyed as a result of deviations from County's standard design and construction policies identified in Exhibit F to the Developer Agreement, shall be considered LLC Restoration Areas for the purposes of determining



financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

17.2.3 All property damaged or destroyed as a result of the LLC adding to, modifying, or using a structure in a manner other than its intended use, or without first seeking any and all approvals and permits for the addition, modification, or use shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations. For clarity, this Section 17.2.3 is not intended as an exemplification of Section 17.2.2.

## **ARTICLE 18** **DISPUTE RESOLUTION**

**18.1 Dispute Resolution.** The LLC and the County agree to make every reasonable effort to resolve any dispute under this Agreement prior to either party's proceeding to file a lawsuit due to a default by the other party. Accordingly, in the event of a dispute related to the performance of either the LLC or the County under this Agreement, the LLC and the County agree not to file a lawsuit until they have engaged in an expedited dispute resolution mediation process, the parameters of which are to be agreed upon by the parties. The process is initiated by delivery of written notice to the other party, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation sessions shall be within thirty (30) days from the initiating notice. The parties agree to share equally in the costs and expenses of the mediation and to each bear their own attorneys fees and costs. The parties may mutually agree to extend the timeframes set forth in this Section.

## **ARTICLE 19** **CONDITIONS PRECEDENT**

**19.1 Conditions Precedent.** The obligations of the County under this Agreement are expressly subject to each of the following conditions precedent having been satisfied;

**A.** The full execution and effectiveness of the Operative Agreements, including, specifically, the effectiveness of the Interlocal Agreement without the need for a referendum pursuant to Section 2-31(27)(f) of the City Code of Ordinances. For clarity, in the event a referendum is required and the referendum passes, then the condition precedent set forth in Section 19.1(A) will remain unsatisfied. If a referendum is required and fails, then said condition precedent shall be deemed satisfied as long as said referendum occurs within the timeframe set forth herein or any extension agreed to by the parties; and

**B.** The County's receipt of the Funding Certification Letter; and

**C.** The approval of this Agreement by Major League Baseball, if required.

**19.2 Failure of Conditions Precedent.** The parties may agree to an additional amount of time for compliance with Conditions Precedent, or failing an agreed upon extension of time, may terminate the Developer Agreement pursuant to Article 10 therein, and this Agreement shall terminate simultaneously therewith pursuant to Section 10.5 of the Developer Agreement. Article 17 of the Developer Agreement shall apply to determine the reimbursement obligations of the LLC upon termination for failure of conditions precedent.

## **ARTICLE 20** **TERMINATION**

### **20.1 Termination by LLC.**

20.1.1 The LLC shall have the right to terminate this Agreement, as follows:

A. For any reason prior to the sale of the County Bonds as set forth in Section 10.2 (A) of the Developer Agreement, subject to repayment of One Hundred Percent (100%) of the Actual Costs paid to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement; or

B. Pursuant to the Interest Election, subject to the LLC reimbursing the County fifty percent (50%) of the Actual Costs paid to the LLC pursuant to the Due Diligence Agreement and this Agreement. Notwithstanding the prior sentence, if the election occurs after all conditions precedent to issuance of County Bonds have been fulfilled except that a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, and the election occurs during or after a Referendum Period, then the LLC shall reimburse the County 100% of the Actual Costs at the date of termination.

C. If the conditions precedent set forth in Section 19.1 are not satisfied or waived by March 1, 2016, then the provisions of Section 19.2 shall control the right to termination.

20.1.2 In the event of termination pursuant to this Section 20.1, payment by the LLC to the County shall be made to County within thirty (30) days of receipt of substantiated bills from County.

20.1.3 In the event that the LLC desires to terminate this Agreement pursuant to this Section 20.1, the LLC shall deliver to the County a written notice of termination, which shall be effective on the Effective Termination Date.

### **20.2 Termination by County.**

20.2.1 The County shall have the right to terminate this Agreement if the conditions precedent set forth in Section 19.1 are not satisfied or waived by March 1, 2016. The provisions of Section 19.2 shall apply to the County termination pursuant to this Section 20.2.1.

20.2.2 In the event that the County desires to terminate this Agreement pursuant to this Section 20.2, the County shall deliver to the LLC a written notice of termination, which shall be effective on the Effective Termination Date.

**ARTICLE 21**  
**DEFAULT**

**21.1 Events of LLC's Default.** The following shall be "Events of LLC's Default":

A. The filing by the LLC of a petition commencing a voluntary proceeding under the Federal Bankruptcy Code or any other federal, state or local law or statute pertaining to bankruptcy or insolvency; a general assignment by the LLC for the benefit of creditors; an admission in writing by the LLC of its inability to pay debts as they become due; the filing by the LLC of any petition or answer in any proceeding seeking for itself, or consenting to, or acquiescing in any insolvency, receivership or similar relief under any laws pertaining to bankruptcy or insolvency, or the filing by the LLC of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of a petition filed against it in any such proceeding; the seeking or consenting to, or acquiescence by the LLC in the appointment of any custodian, trustee, receiver or liquidator of it, or any part of its property; and the commencement against the LLC of any involuntary proceeding under the Federal Bankruptcy Code, or a proceeding under any law or statute pertaining to insolvency, which case or proceeding is not dismissed or vacated within ninety (90) days; or

B. The failure of the LLC in the performance of any material obligations under this Agreement, except for the payment obligation set forth in Article 6, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) days following the receipt by the LLC of such written notice from the County, or, provided that such failure cannot be cured within such thirty (30) day period, if the LLC does not commence to cure such failure within such thirty (30) day period and thereafter diligently pursue the cure of such failure to completion; or

C. The failure of the LLC to make any payment obligation set forth in Article 6, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within forty-five (45) days following the receipt by the LLC of such written notice from the County.

**21.2 Events of County's Default.** The following shall be "Events of County's Default": The failure of the County in the performance of any material obligations under this Agreement, provided that the LLC has provided the County with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) days, following the receipt by the County of such written notice from the LLC, or, provided that such failure cannot be cured within such thirty (30) day period, if the County does not commence to cure such failure within such thirty (30) day period and thereafter diligently pursue the cure of such failure to completion.

**ARTICLE 22**  
**REMEDIES**

**22.1 County Remedies for Events of LLC's Default.**

22.1.1 Upon an Event of LLC's Default, for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) grant the LLC a reasonable period of time within which to cure such default during which time the LLC shall utilize the LLC's best efforts, including bringing suit, to remedy such default; or (2) seek dispute resolution pursuant to Article 18 herein to resolve said dispute, or (3) subject to the requirements of Section 18.1, bring an action for specific performance.

22.1.2 In the event the LLC fails to make a payment due as set forth in Section 21.1(C), the County shall have the right to: (1) grant the LLC an additional reasonable period of time within which to make the payment, with interest as set forth in Article 6; (2) seek performance pursuant to the Guaranty of each Team as set forth in Section 16.7; or (3) if such payment remains unpaid for ninety (90) days following the date of the notice of failure to pay pursuant to Section 21.1(C), terminate this Agreement by written notice to the LLC and the Teams, effective on the later to occur of (a) the Effective Termination Date, or (b) the 10th day after the last day of the Spring Training Season occurring in the calendar year during which such written notice is delivered to the LLC and the Teams.

**22.2 LLC Remedies For Events of County Default.** Upon an Event of County Default, for which a specific remedy is not set forth in this Agreement, the LLC shall have the right to: (1) grant the County a reasonable period of time within which to cure such default during which time the County shall utilize the County's best efforts, including bringing suit, to remedy such default; or (2) seek dispute resolution pursuant to Article 18 herein to resolve said dispute, or (3) subject to the requirements of Section 18.1, bring an action for specific performance. In the event the LLC is unable to obtain specific performance of this Agreement for any reason, the LLC shall have such other remedies as available by law or in equity as a result of such default.

**22.3 Section 288.11631, Florida Statutes.**

22.3.1 Florida Statute, section 288.11631 is intended to provide a process for the retention of spring training baseball franchises within the State that are funded with State incentive funding. The LLC Parties and the County acknowledge that the amount of State incentive funding provided by the State for this Facility is based on the continual use of the Facility by two separate spring training baseball franchises for the entire length of the Term.

22.3.2 If both Teams simultaneously fail to play each and every of their Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement, or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, both Teams shall be deemed to have Relocated pursuant to section 288.11631(2)(a)2, Florida Statutes, and thus, materially breached this Agreement, and, as such, the Teams, jointly and severally, shall reimburse the State for the



total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.3 In the event that during the Term of this Agreement, either one of the Teams fails to play each and every of its Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, such Team shall be deemed to have relocated ("1<sup>st</sup> Relocating Team"). The 1<sup>st</sup> Relocating Team agrees that relocation constitutes a material breach of this Agreement and the 1<sup>st</sup> Relocating Team agrees to reimburse the State 60% of the total amount of State distributions expected to be paid from the date of breach through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.4 Subsequently, if the remaining Team fails to play each and every of its Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement, or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, such Team shall be deemed to have relocated ("2<sup>nd</sup> Relocating Team"). The 2<sup>nd</sup> Relocating Team agrees that relocation constitutes a material breach of this Agreement and the 2<sup>nd</sup> Relocating Team agrees to reimburse the State 40% of the total amount of State distributions expected to be paid from the date of breach through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.5 A breach of the Statute shall be considered to have occurred when a Team becomes a Relocating Team pursuant to Section 22.3.2, 22.3.3 or 22.3.4.

22.3.6 All obligations to reimburse the State that are described in this Agreement shall be enforceable by the State, and are secured by the Guaranties executed by each of the Teams as required by Section 16.7 herein.

22.3.7 Notwithstanding Sections 22.3.2 through 22.3.4 above, if a Team(s) or a Relocating Team is able to find a new Major League Club(s) to relocate to the Facility and play that replacement club's Major League Spring Training Home Games at the Facility, and such Major League Club is approved by the State as provided in Section 13.2.2, then the Team (s) shall be only responsible for that pro-rated portion of the repayment obligation imposed by Section 22.3.2 through Section 22.3.4, as applicable, for the period from the date such Team is deemed to have relocated, and continuing until the first day of the month that the replacement Major League Club plays its first Major League Spring Training Home Game at the Facility and not the entirety of the obligations set forth in Section 22.3.2 and Section 22.3.4 above; provided, however, that there is a completed assignment or transfer that satisfies all conditions of Section 13.2.2 of this Agreement. If a Team or Teams relocate, as defined in Section 22.3.2 through 22.3.4, then until such time as two separate Major League Clubs are both fully obligated as required by this Agreement, inclusive of the Guaranties hereto, the repayment obligations set forth in this Section shall apply.

22.3.8 The State, by and through DEO and DEO's successors and assigns, is a third party beneficiary of this Agreement and the Guaranties to this Agreement which are incorporated herein by reference. The State and DEO shall have standing in any action at law or in equity: 1) relating to, and/or to seek and/or compel performance of, the obligations imposed by Section 5.1.2 and/or Section 22.3 herein; and 2) relating to, and/or pursuant to, the Guaranty executed by each Team, in the same manner, to the same extent, and according to the same terms and provisions as are applicable to the County pursuant to each Guaranty. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This section 22.3.8 is cumulative with, and shall in no way limit, the State or DEO's other rights and remedies under law.

### **ARTICLE 23** **REPRESENTATIVES**

23.1 **County's Representative.** The County's Representative or liaison during the performance of this Agreement shall be the Director of FD&O, or such other person who may be designated by the County in writing from time to time. Notwithstanding the foregoing, the County's Representative or liaison regarding the Renewal/Replacement Program shall be the Director of FD&O, or such other person as may be designated in writing from time to time.

23.2 **LLC's Representative.** The LLC's Representative or liaison during the performance of this Agreement shall be Giles Kibbe, Manager, or such other person who may be designated by the LLC in writing from time to time, and Mark D. Lerner, or such other person who may be designated by the LLC in writing from time to time.

### **ARTICLE 24** **SUSPENSION OF PLAY**

24.1 **Generally.** In the event that a national emergency or the United States being in a state of war or operation of law prevents the LLC from using the Facility for all or part of an entire Full Spring Training Season in any of the years covered under the Term, the County agrees that the LLC shall not be obligated to perform under this Agreement until such emergency or contingency ceases. In the event of such suspension, this Agreement shall be automatically extended beyond the Term for an amount of time equal to the duration of such suspension.

### **ARTICLE 25** **NOTICES**

25.1 **Generally.** All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a Business Day and on the next Business Day if transmitted after 5PM or on a day other

than a Business Day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

**For notice to the LLC:**

**Giles Kibbe  
HW Spring Training Complex, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002**

**And**

**Arthur Fuccillo  
HW Spring Training Complex, LLC  
Lerner Enterprises  
2000 Tower Oaks Boulevard  
Eighth Floor  
Rockville, Maryland 20852**

**With copies to:**

**Houston Astros, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002  
Attention: Reid Ryan**

**And**

**Washington Nationals Baseball Club, LLC  
Mark D. Lerner, Vice Chairman & Principal Owner  
Nationals Park  
1500 South Capitol Street, SE  
Washington, DC 20003**

**And**

**Brian M. Seymour, Esq.  
Gunster  
777 S. Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401**

**For notice to the County:**

**County Administrator  
301 North Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, FL 33401**

With Copies to:

County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

And

Director of Office of Financial Management  
301 North Olive Avenue, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

And

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

**25.2 Change of Notice Address.** Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

## **ARTICLE 26 NON-DISCRIMINATION**

**26.1 Warranty.** The LLC warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

**26.2 Policy.** The LLC has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in R-2014-1421, as amended, or in the alternative, if the LLC does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the LLC will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

## **ARTICLE 27 SURRENDER OF FACILITY**

**27.1 Return of Facility.** At the termination of this Agreement, the LLC shall return the Facility to its original or subsequently improved condition (ordinary wear and tear, insured casualty, loss or damage by fire, elements or other causes, approved changes in design, or

installation of Capital Improvements excepted), and return to the County all equipment and personal property of the County, in each case after inspection of the Facility, which inspection shall be made jointly by the County and the LLC. Promptly after such inspection at the termination of any occupancy, if any repairs to the Facility or the County's equipment or personal property are deemed to be necessary which result from the Facility and all of the County's equipment and personal property not being maintained to a standard that is consistent with the standards of maintenance for similar types of public recreation facilities that include public amenities in Palm Beach County, the LLC shall have the option to: (i) make necessary repairs; or (ii) pay to the County any damages due for damage to the Facility or to personal property (ordinary wear and tear, insured casualty, loss or damage by fire, elements or other causes, approved changes in design, or installation of Capital Improvements excepted), except to the extent said damage was caused by the assigns, agents, employees or officers of the County. In the event that the LLC and the County cannot agree on repairs to be made pursuant to subsection (i) or the amount of damage pursuant to subsection (ii), the LLC and the County agree to expeditiously submit the matter to dispute resolution pursuant to Article 18 of this Agreement.

**27.2 Disposition of Non-County Property.** The LLC shall have the right, upon termination of this Agreement, and within sixty (60) days thereafter, to remove from the Facility all movable property which is not permanently affixed to the structure and which is not owned by the County, and all concession equipment, all retail, restaurant food service, and catering equipment, fixtures and fit-out, and satellite television equipment, not owned by the County, whether or not such items are deemed movable and whether or not they are permanently affixed to the structure; provided, however, that the LLC will give the County thirty (30) days notice prior to such proposed removal of items, not owned by the County, permanently affixed to the structure; and provided further that the LLC's removal of such items shall not materially adversely affect the structural integrity of the Facility, in the opinion of a neutral third-party State of Florida-licensed engineer who will review such proposed removal at the LLC's and County's joint expense. The LLC agrees to repair any damage caused by such removal to the County's reasonable satisfaction. The LLC shall not remove any property which was placed on, constructed at, or affixed to, the Facility as a replacement or addition of property initially owned by the County.

## **ARTICLE 28** **FORCE MAJEURE**

Except as otherwise provided herein, neither party shall be in default under, or breach of, this Agreement to the extent it is unable to perform due to an event of Force Majeure, provided however, that the parties must comply with the requirements of Article 17. For the purpose of this Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by Palm Beach County), or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the parties (excluding a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable

care and foresight. The party claiming the occurrence of a Force Majeure event shall promptly notify the other party of such occurrence, and the likely duration and termination thereof. If a Force Majeure causes a Team to fail to play an entire Full Spring Training Season or more at the Facility, this Agreement shall be automatically extended beyond the Term for an additional period of time equal to the amount of time the Team failed to play its Major League Spring Training Home Games at the Facility due to that Force Majeure.

#### **ARTICLE 29 LABOR DISPUTE**

In the event of a lockout, strike, or other labor dispute involving Major League Baseball ("Labor Dispute"), the LLC will continue to be obligated to provide Repair and Maintenance, Renewal and Replacement and Capital Improvements to the Facility, but the LLC will be permitted to scale down its operations of the Facility until such time as the Labor Dispute is resolved and the LLC can commence Major League Baseball operations at the Facility. Notwithstanding the foregoing, in the event of a Labor Dispute which prevents the LLC from using the Facility for a Full Spring Training Season, this Agreement shall be automatically extended beyond the initial Term for an additional Full Spring Training Season.

#### **ARTICLE 30 MORE FAVORABLE TERMS**

**30.1 New Major League Clubs in Palm Beach County.** If, at any time during the Term, the County directly or indirectly enters into an agreement with another Major League Club for the operation and use of another stadium, other than renovation and/or redevelopment of the Roger Dean Stadium operated by Jupiter Stadium, Ltd., and any renewal, restatement, extension, amendment or renegotiation of the First Restated Sports Facility Use Agreement with Jupiter Stadium Ltd., (R2011-0694) as further described below, which agreement includes among its terms the right to play more than two (2) Spring Training Season home games in the County during any Spring Training Season, the County shall provide the LLC with a copy of such agreement. If the LLC reasonably believes that the terms of such agreement are more favorable than the corresponding term(s) contained herein, the LLC shall have no longer than 21 days from the time that the LLC is provided such an agreement to so notify the County. In such event the more favorable terms shall be substituted for the corresponding term(s) of this Agreement for the remainder of the Term, retroactive to the date the County entered into the agreement with the other Major League Club. Notwithstanding the foregoing, in the event such more favorable terms would impact the then applicable tax status of the County Bonds, the LLC shall not be entitled to such more favorable terms.

**30.2 First Restated Sports Facility Use Agreement with Jupiter Stadium, Ltd.** In the event the County renews, restates, extends, amends or renegotiates the First Restated Sports Facility Use Agreement with Jupiter Stadium, Ltd., (R2011-0694) (the "Renewed Use Agreement") during the Term hereof, the County shall provide the LLC with a copy of the Renewed Use Agreement. If the LLC reasonably believes that any of the terms of the Renewed Use Agreement are more favorable than the corresponding term(s) contained herein, the LLC shall have no longer than 21 days from the time the LLC is provided a copy of the Renewed Use

Agreement to notify the County. In such event, the more favorable terms shall be substituted for the corresponding term(s) of this Agreement for the remainder of the Term, retroactive to the date the County enters into the Renewed Use Agreement. Notwithstanding the foregoing, Section 5.1.2, Section 5.5 (Buffer Area), Article 6 (Use Fees), Article 19 (Conditions Precedent), and Article 20 (Termination) shall be excluded from this Article 30. Article 13 (Transfer), Section 16.7 (Guaranty) and Article 22 (Remedies) shall be excluded insofar as any interest, right or remedy of the State or DEO. In the event such more favorable terms would impact the then applicable tax status of the County Bonds or impacts the interests or rights of State herein, the LLC shall not be entitled to such more favorable terms.

**30.3** The parties hereto acknowledge that the provisions of this Article 30 shall not apply to any Developer Agreement for the Roger Dean Stadium operated by Jupiter Stadium, Ltd.

**30.4** Notwithstanding anything in this Article 30 to the contrary, the Parties hereto may not alter this Agreement in any way that reduces, harms, or otherwise impacts the rights of State herein without express written consent from State.

#### **ARTICLE 31** **INSPECTOR GENERAL**

County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the LLC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 32** **PUBLIC RECORDS**

**32.1 County Access to Records.** The LLC shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the obligations of the LLC hereunder for three (3) years, or such longer period of time as required by law, after the termination or completion of this Agreement. The County shall have access in Palm Beach County to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the LLC's place of business, provided that (a) the County notifies the LLC no less than Thirty (30) Days prior to the date of such inspection or audit, and (b) the number of such inspections or audit shall be limited to one (1) per calendar year. The LLC agrees to make available to the County, at the County's request, and at the County's sole cost and expense, all documents and materials pertaining to the obligations of the LLC and the operation of the Facility as required by this Section 32.1, if after three (3) years, then still in the possession of the LLC.



**32.2 Public Access to Records.** As applicable and legally required, the LLC shall comply with the requirements of §119.0701, Florida Statutes, as amended. Specifically, to the extent required by §119.0701, Florida Statutes the LLC shall:

A. Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform the services as provided under this Agreement.

B. Maintain all public records in a readily accessible, organized format consistent with the requirement of identifying, retrieving and providing prompt and frequent access to records.

C. Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements pursuant to Florida Statute are not disclosed, including but not limited to, records that are exempt pursuant to § 255.047, Florida Statutes and §125.0104(9), Florida Statutes, except as may be authorized by law.

E. Redact part of a record if an exemption applies to part of a record, while producing the remainder of the record and providing the statutory exemption citation that exempts the portion of the record.

F. If responding that an entire record is exempt, respond by stating the basis of the exemption and providing the statutory exemption citation.

G. If requested, provide in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

H. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the LLC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

**32.3 Breach of Agreement.** Failure of the LLC to comply with the requirements of Section 32.2 herein shall be a material breach of this Agreement.

### **ARTICLE 33 MLB REQUIREMENTS**

**33.1 Conformity with Rules.** The LLC represents and warrants that, to the best of its knowledge, the execution, delivery and performance by the LLC of this Agreement does not violate any provision of the MLB Rules and Regulations including, but not limited to, specifically, the Major League Rules, the Professional Baseball Agreement and the Official Baseball Rules.



**33.2 Approval of Major League Baseball.** This Agreement shall not be effective until such time as all applicable MLB Approvals have been obtained, which approvals may be withheld in their sole and absolute discretion. In all respects, this Agreement shall be subject to the then current rules and regulations of Major League Baseball. Notwithstanding anything in the foregoing to the contrary, the LLC represents and warrants that the only MLB Approval required for this Agreement to be effective is the receipt of a no-objection letter from the BOC.

**33.3 Rules and Regulations.** Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Astros or the Nationals (whether through the LLC or otherwise) hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities. In the event that any act or omission of the LLC, the Astros and/or the Nationals to comply with the MLB Rules and Regulations affects the rights of the County under this Agreement or deprives the County of the benefits of this Agreement, the parties will work in good faith to amend the terms of this Agreement to neutralize the effect. The LLC agrees in any event that if compliance by it with MLB Rules and Regulations results in a failure of the LLC to fulfill its obligations under this Agreement, the County and DEO may enforce remedies for the LLC's failure to fulfill its obligations as provided in this Agreement.

**33.4 Territory.** The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County (or any other party) rights in areas outside of, the Spring Training territory of the Astros or the Spring Training territory of the Nationals, as the case may be, each as established and amended from time to time pursuant to the MLB Rules and Regulations.

#### **ARTICLE 34 GENERAL PROVISIONS**

**34.1 Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

**34.2 WAIVER OF JURY TRIAL.** THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND THE LLC TO ENTER INTO THIS AGREEMENT.

**34.3 Construction.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

**34.4 Binding Effect.** The covenants, terms, conditions, provisions and undertakings in this Agreement, shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto as if they were in every case named and expressed and wherever reference is made to any of the parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such party as if in each and every case so expressed.

**34.5 Further Instruments.** The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Agreement whenever the occasion shall arise and request for such instrument shall be made.

**34.6 Integration and Merger.** This Agreement, together with the Operative Agreements, shall constitute the full and complete understanding between the parties as to the matters addressed herein. There are no oral understandings, terms or conditions, and no party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions (including those set forth in the Agreement), whether with a party to this Agreement or any partner of a party, are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented except by an agreement in writing and signed by the parties to this Agreement.

**34.7 Severability.** If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

**34.8 Compliance with Laws.** None of the parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city, or other governmental authority or agency in connection with the development, construction, use, operation and occupancy of the Facility under the terms of this Agreement.

**34.9 Exhibits.** All exhibits referenced in this Agreement are incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

**34.10 Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both parties hereto, and, unless such amendment or modification has received, in advance, all applicable MLB Approvals. No change, amendment or modification of this Agreement shall be deemed to be made by either party on the basis of any action or failure to act by either party or by the course of performance, course of dealing, or course of conduct of either party.

**34.11 Financial Information.** Except as may be required by federal, state or local law, rule or ordinance, and except as may be compelled or ordered in conjunction with any legal proceeding, this Agreement does not require the Guarantors to disclose or provide any financial

information, other than the specific information set forth in paragraph five (5) of the Guaranties attached as Exhibits "I-1" and I-2" to the Developer Agreement.

**34.12 Captions.** The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

**34.13 No Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party any right thereafter to insist upon strict adherence to that term or any other terms of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

**34.14 Counterparts.** Provided that all parties hereto execute an original of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**34.15 Nature of Parties' Obligations.**

**34.15.1** It is understood and agreed that the LLC is acting as an independent contractor in the performance of its services hereunder, and nothing herein shall be deemed to create a joint venture, agency or partnership relationship between the County and the LLC.

**34.15.2** The obligation of the County to pay any amounts required under this Agreement shall constitute a revenue obligation of the County payable solely from legally available non-ad valorem revenues of the County and shall not in any way be construed to be a debt of the County in contravention of applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of the County. Neither the County, the State of Florida, nor any political subdivision or agency thereof shall be obligated to pay any sums due under this Agreement from compelled levy of ad valorem or other taxes, and neither the full faith and credit nor the taxing power of the County, the State of Florida or any political subdivision or agency thereof are pledged for payment of such sums due under this Agreement.

**34.16 LLC.** All parties hereto recognize that the LLC is a limited liability company whose sole managers as of the date hereof, are Arthur Fuccillo and Giles Kibbe of the Teams. HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law. All parties hereto agree that no present or future manager or member of this LLC shall have any liability or obligation whatsoever directly or indirectly, personal or otherwise, under this Agreement (other than as set forth in this Agreement as an obligation of the Teams and set forth in the Guaranties, if applicable, attached to the Developer Agreement as Exhibits I-1 and I-2) under any legal or equitable theory. All parties further agree that no manager or member shall directly or indirectly have any liability or obligation under any related agreement or agreement entered into in connection herewith, nor under any related understanding or undertaking, except if and to the extent such manager and member shall have

executed an agreement expressly agreeing to such liability. No party to this Agreement shall name or serve any manager or member in any proceeding, suit or claim in violation of this paragraph. This paragraph shall not preclude any claim against the LLC as a limited liability company. The County agrees that the LLC may, in its sole discretion, convert from a limited liability company to a limited liability partnership or otherwise reorganize its legal structure ("Reorganization") without the necessity of any approval of the County; provided, however, that, (a) following such Reorganization, the Teams are the sole owners of all interests in the reorganized entity (the "Reorganized LLC"), and (b) upon any such Reorganization, the Reorganized LLC shall assume all rights and obligations of the LLC under this Agreement and shall provide County with written evidence of the same.

**34.17 Time is of the Essence.** In all matters concerning or affecting this Agreement, time is of the essence.

**34.18 Annual Appropriations.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**34.19 Construction.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any article, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as of the day first written above.

ATTEST:  
SHARON R. SOCK  
CLERK & COMPTROLLER

R2015-1523 OCT 20 2015  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By:

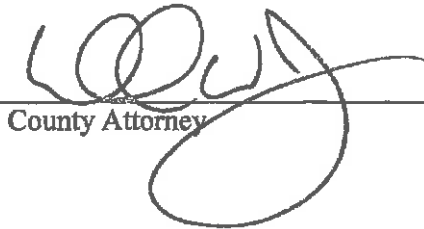
  
Deputy Clerk

  
Shelley Vana, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS

By  
:

  
County Attorney

By:

  
Director,  
Facilities Development & Operations

**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC, a  
Florida Limited Liability Company**

By: *Tom R. McNichols*  
Witness Signature

By: *[Signature]*  
Arthur Fuccillo, Manager

Thomas R. McNichols  
Print Witness Name

By: *Glendia Y. Harvey*  
Witness Signature

Glendia Y. Harvey  
Print Witness Name

**WITNESSES:**

**WASHINGTON NATIONALS  
BASEBALL CLUB, LLC, a Washington,  
DC Limited Liability Company  
SIGNING AS TO SECTION 5.1.2,  
ARTICLE 13, SECTION 16.7, AND  
SECTION 22.3 ONLY**

*Tom R. McNichols*

By: *[Signature]*

Print Name: Thomas R. McNichols

Name: Arthur N. Fuccillo

*Glendia Y. Harvey*  
Print Name: Glendia Y. Harvey

Title: AUTHORIZED REPRESENTATIVE

**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC,  
a Florida Limited Liability Company**

By:   
Witness Signature

By:   
Giles Kibbe, Manager


Thomas R. McNickle  
Print Witness Name

By:   
Witness Signature

Glendia Y. Harvey  
Print Witness Name


**WITNESSES:**

**HOUSTON ASTROS, LLC  
a Texas Limited Liability Company  
SIGNING AS TO SECTION 5.1.2,  
ARTICLE 13, SECTION 16.7, AND  
SECTION 22.3 ONLY**

  
Print Name: Thomas R. McNickle

By: 

Name: Giles Kibbe

  
Print Name: Glendia Y. Harvey

Title: General Counsel



**EXHIBIT A - THE SITE  
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID LANDS BEING A PORTION OF THE PLAT OF THE PUBLIC WATER SUPPLY AREA WEST PALM BEACH WATER COMPANY, AS RECORDED IN PLAT BOOK 23, PAGES 149 AND 150 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE S.87°45'40" E., ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 513.11 FEET TO THE NORTHEAST CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, AND BEGINNING; THENCE CONTINUE S.87°45'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 1,674.92 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.01°47'54"W. ALONG THE WEST LINE OF SAID RETENTION AREA, A DISTANCE OF 261.46 FEET; THENCE S.87°47'46"E. ALONG THE SOUTH LINE OF SAID RETENTION AREA, A DISTANCE OF 438.30 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.02°40'54"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 848.33 FEET; THENCE S.03°41'15"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1517.89 FEET; THENCE N.88°08'01"W. ALONG A LINE 50.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2,080.84 FEET; THENCE N.02°27'51"E., A DISTANCE OF 390.13 FEET; THENCE N.86°00'41"W., A DISTANCE OF 217.70 FEET; THENCE N.04°33'50"E., A DISTANCE OF 922.84 FEET; THENCE N.86°00'00"W., A DISTANCE OF 323.67 FEET; THENCE N.04°55'38"E., A DISTANCE OF 175.20 FEET; THENCE N.49°23'30"E., A DISTANCE OF 35.68 FEET; THENCE N.04°55'39"E., A DISTANCE OF 60.01 FEET; THENCE N.40°35'00"W., A DISTANCE OF 51.86 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD, SAID RIGHT-OF-WAY LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1, PER POSTING AND VIEWING AT COUNTY COMMISSION MEETING DATED JULY 5, 1925; THENCE N.04°55'38"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 603.73 FEET; THENCE N.51°47'07"E. ALONG THE SOUTHEASTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, A DISTANCE OF 633.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.  
CONTAINING 6,160,376 SQUARE FEET/141.423 ACRES MORE OR LESS.









**EXHIBIT E**  
**LLC RESTORATION AREAS**

The LLC Restoration Areas shall mean any and all items below for any type of loss.

- a. natural or manmade water bodies;
- b. earthened improvements such as, but not limited to landscaping, playing surfaces/subsurfaces and berms;
- c. fencing and netting;
- d. motorized vehicles and motorized equipment whether owned by the County or the LLC;
- e. personal property not attached or otherwise affixed to the Facility whether owned by the County or the LLC; and
- f. personal property attached or otherwise affixed to the Facility, which is NOT either; 1) installed interior to a fully enclosed building structure, 2) attached or affixed exterior to a fully enclosed building structure but is subject to wind loading requirements of the building code, or 3) affixed spectator seating in the stadium bowl (bleachers not included).

For any loss as a result of a wind event only, the County's property insurance will cover; 1) County owned Personal Property which is not affixed to the Facility, and/or 2) Personal Property attached or affixed exterior to a fully enclosed building structure but without being subject to wind loading requirements of the building code; providing that; 1) the specific article of Personal Property can be legally stored within a fully enclosed building structure, and 2) is placed there by the LLC prior to a wind event. It will be the LLC's sole responsibility to provide date and time stamped photographic documentation of the placement of such articles being located in the fully enclosed building structure in order to seek coverage pursuant to the County's property insurance.



**EXHIBIT F**  
**BASEBALL MARKETING ASSETS**

The following assets may be considered by the Teams for inclusion in the Annual Marketing Proposal:

**Social:**

- Social media channels (FB, Twitter, Vine, Instagram, etc.)
- Detail minimum number of posts (FB, Twitter, Vine, Instagram, etc.)
- Expected follower numbers (per channel) (FB, Twitter, Vine, Instagram, etc.)
- Opt-In's and access to share this database
- eNewsletters with fans, season ticket holders, etc
- Distribute our message "Discover the Palm Beaches Florida" to database
- Digital tools for fans (photo booths with email opt-ins)
- Any "giveaway" opportunities. Where fans "Tweet to Win" or similar programs
- Ticketing data with geographic information (access to ticket purchase credit card, zip codes, etc.)
- Players and/or coaches Tweet or Post – expand reach of Discover the Palm Beaches Florida

**Digital:**

- Winter promotions (i.e., January/ February), banner ads, etc. on Team websites pitching the upcoming spring season in the Palm Beaches. TDC will provide Banners
- 15 second Pre-roll videos on team's landing pages

**Broadcast – Radio**

- Define flagship stations
- Outline radio network (multiple stations in listening area)
- English and Spanish speaking stations
- Regular / fulltime color commentators available for "Live Reads" during play-by-play (example: Voice of the Astros... Voice of the Nationals...) Can they become "spokesperson" for The Palm Beaches?
- Sweepstakes/promotions for Fly-a-ways to Spring Training. These can be integrated into digital and social strategies.

**Broadcast – TV**

- Baseball signage behind home plate visibility
- Post-game or coach's shows to discuss Spring Training in the Palm Beaches
- Interview backdrops with Discover the Palm Beaches Florida and Team Logos step & repeat
- Dug out signage in view of cameras

- Regular /fulltime color commentators available for "Live Reads" during play-by-play (Voice of the Astros... Voice of the Nationals...)

**Traditional Hospitality, Public Relations**

- Convert these to B-2-B Assets
- Provide use spring training and regular season VIP suites and tickets for familiarization tours in County and in the Home City for travel agents, meeting planners, of Tourist Development Council Agencies
- Provide a minimum of 25 per game w/ amenities and unique "experiences"
- Chance for "Meet and Greet with players and/or coaches
- Coaches and/or players do "sessions" or "clinics" with local youth sports in Palm Beach County organized by Tourist Development Council Agencies (i.e. Little League Baseball clinics

**Print**

- Provide Discover the Palm Beaches Florida coverage in Spring Training Programs, and Lineup cards
- Provide Welcome Center materials for the drive market into Florida for Spring Training

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R2015 .1522

**FIRST RESTATED  
DEVELOPER AGREEMENT**

**THIS FIRST RESTATED DEVELOPER AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of OCT 20 2015, 2015 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"). The LLC and the County are hereinafter sometimes referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the County desires to develop and own a Stadium and is responsible for the construction of a Stadium, including two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, to be used by the Washington Nationals and the Houston Astros as their joint spring training facility to be located on certain real property more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference, within the City of West Palm Beach, Palm Beach County, Florida; and

**WHEREAS**, the LLC desires to act as the County's development consultant and to render development consultant services under the terms and conditions set forth herein; and

**WHEREAS**, the County entered into a Developer Agreement on August 18, 2015 (R-2015-1071), as amended by the First Amendment to Developer Agreement (R-2015-1258) dated September 22, 2015, (together the "Original Agreement") with the LLC to carry out the County's development and construction responsibilities whereby the LLC will coordinate and administer all aspects of the design, permitting, construction, development and delivery of the Facility, including, without limitation, the obligations to coordinate, administer, and assume certain rights and obligations with respect to: (a) the Consultants under the Consultant Contracts (as hereinafter defined), and (b) the Contractor under the Construction Contract (as hereinafter defined) for the Facility; and

**WHEREAS**, the improvements to the Site are to be designed and constructed to include the Minimum Requirements as set forth in **Exhibit B** attached hereto and made a part hereof; and

**WHEREAS**, the County and LLC wish to further amend and restate the Original Agreement to clarify certain issues in connection with the implementation of the Original Agreement and to consolidate all amendments, terms, and conditions into this new Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, the parties intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**RECITALS**

The foregoing recitals are hereby incorporated herein, and made a part hereof, by this reference.

**ARTICLE 2**  
**DEFINITIONS**

The following terms shall have the meanings specified in this Article 2 when capitalized and used in this Agreement. Some terms provided herein are used only in the Sports Facility Use Agreement and are included herein for clarity. Capitalized terms not defined in this Article 2 shall have the meanings ascribed to them in this Agreement or in any other Agreement referenced herein. The meanings specified are applicable to both the singular and plural.

**“Actual Costs”** shall mean compensation for Services authorized and performed and either paid or payable by County pursuant to this Agreement and/or pursuant to the Due Diligence Agreement in an amount equal to the LLC’s paid or payable expenditures, without administrative mark-up, but not including Excluded Costs.

**“Affidavit of Disbursement of Previous Payments”** shall mean a form submitted by the Contractor certifying that it has paid all Subcontractors and suppliers for payments made by the LLC to the Contractor from the previous payment application.

**“Affiliate”** shall mean, with respect to the LLC or the Teams, a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the LLC.

**“Agreement”** shall mean this Agreement (including all Exhibits hereto), as it may be amended or supplemented from time to time.

**“Art”** shall mean those improvements installed at the Site and Facility pursuant to the County’s “Art in Public Places” program.

**“Art in Public Places Administrator”** shall mean an employee within the Facilities Development and Operations Department designated by the County and indicated to the LLC as the individual with responsibility to implement the County’s “Art in Public Places” program.

**“Budgeted Amount”** shall mean Five Million and no/100 Dollars (\$5,000,000) until issuance of the County Bonds, and thereafter the Budgeted Amount shall equal the net amount of the County Bond issue plus Five Million and no/100 Dollars (\$5,000,000) which combined, shall equal One Hundred Thirty Five Million and No/100 Dollars (\$135,000,000.00) less Pre-Construction Cost Savings.

**“Buffer Area”** shall mean the area within the South 400’ of the Site to be used as grassed pervious open space, multipurpose athletic fields, and overflow parking as depicted on the Conceptual Plan and described in Section 12.7 of the Interlocal Agreement.



**“Business Day”** shall mean any day, except Saturday, Sunday or any national holiday or any other day recognized by the County as a holiday, or any other day during which County governmental offices are closed.

**“Change Order”** shall mean a written instruction to the Contractor or Consultant authorizing an addition, deletion, or revision to the Work in consideration of an adjustment in the contract sum, contract time, or both. Change Orders may also be necessary to document no cost revisions to specified products or materials.

**“City”** shall mean the City of West Palm Beach, a Florida municipal corporation.

**“City Park”** shall mean the land and improvements as described in **Exhibit I and Section 12.6 of the Interlocal Agreement**.

**“City Park Improvements”** shall mean the facilities and features described in **Exhibit I and Section 12.6 of the Interlocal Agreement** and including the loop trail feature as described therein.

**“City Park Property”** shall mean the approximately 12.2 acres legally described in **Exhibit A of the Interlocal Agreement**.

**“Clerk”** shall mean the Clerk to the Board of County Commissioners, Palm Beach County.

**“Conceptual Plan”** shall mean the general layout of proposed improvements to the Site and the City Park Property including the City Park, Facility and Buffer Area and which is attached as **Exhibit B to the Interlocal Agreement**.

**“Construction Change Directive”** or **“CCD”** shall mean a written order prepared by the architect/engineer of record and issued by the LLC, directing a change in the Work and stating a proposed basis for adjustment, if any, in the contract sum or contract time, or both.

**“Construction Change Proposal”** or **“CCP”** is used by the Contractor in response to a FB itemizing proposed changes in the contract price or time. It also may be used by the Contractor to initiate proposed changes the Contractor deems necessary.

**“Construction Contract(s)”** shall mean the legally binding agreement(s) to be entered into by and between the LLC and the Contractor(s) for the construction of the Facility, or any portion thereof, as such agreement(s) may be amended by the LLC including through a Change Order authorized pursuant to Section 8.5 herein.

**“Construction Savings”** shall mean the amount, if any, remaining in the Program Contingency at the time of Final Completion if the Program Budget does not exceed the Budgeted Amount.

**“Consultant”** shall mean the Planning Consultant, Environmental Consultant, Program Manager, Architectural/Design Consultant, or other professional either individually or collectively as the context shall require, selected either in accordance with the procedures set forth in Exhibit C attached hereto, or otherwise as agreed to between the parties, engaged by the LLC, responsible for planning, permitting, administering and designing the Program, or any portion thereof, pursuant to a Consultant Contract, and such replacement consultant(s) as may be selected as agreed to between the Parties from time to time.

**“Consultant Contract(s)”** shall mean the agreement(s) to be entered into by and between the LLC and the Consultant(s) for the planning, design and construction administration of the Facility, or any portion thereof, as such Consultant Contract may be amended by the LLC through a Change Order authorized pursuant to Section 8.5 herein.

**“Contractor”** shall mean the Construction Manager, duly licensed pursuant to Chapter 489, Florida Statutes, selected in accordance with the procedures set forth in the attached Exhibit C, engaged by the LLC, responsible for constructing the Program, or any portion thereof, pursuant to the Construction Contract, and such replacement contractor(s) as may be selected in accordance with County requirements from time to time.

**“Cost Overruns”** shall mean Program Budget in excess of the Budgeted Amount.

**“Cost Savings”** shall mean; 1) Pre-Construction Cost Savings, 2) savings resulting from participation in the Sales Tax Recovery Program, and 3) Construction Savings.

**“County”** shall have the meaning set forth in the introductory paragraph of this Agreement.

**“County Bonds”** shall mean the County’s revenue bonds to be issued in connection with the Facility in one or more series yielding One Hundred Thirty Million Dollars (\$130,000,000) in net proceeds for development of the Facility and any refunding thereof.

**“County Representative”** shall mean the Director of the County’s Facilities Development & Operations Department, or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

**“Day”** shall mean each 24-hour period beginning and ending at 12:00 midnight Eastern Standard Time and shall include Saturdays, Sundays and all holidays, except that in the event that an obligation to be performed under this Agreement falls on a day other than a Business Day, such obligation shall be deemed due on the next Day that County offices are open for business thereafter.

**“Design Contract”** shall mean the agreement to be entered into by and between the LLC and the Design Professional selected by the LLC for the design of the Facility, or any portion thereof, as such design contract may be amended or replaced from time to time.

**“Design Professional”** shall mean HKS, Inc., or such other design professional as may be selected in accordance with this Agreement.

**“Drawings”** shall have the meaning set forth in the Construction Contract.

**“Due Diligence Agreement”** shall mean the Due Diligence and Planning Services Agreement R-2015-0358, executed on March 10, 2015, between the LLC and the County for due diligence and planning services, as the same may be amended or supplemented from time to time.

**“Effective Date”** shall mean August 18, 2015, the date of the Original Agreement, provided this Agreement has been executed by the Palm Beach County Board of County Commissioners.

**“Effective Termination Date”** shall be seven (7) days after the defaulting party has received written notice of termination.

**“ERP”** shall mean the environmental resource permit issued for the Facility and City Park Improvements as set forth in Section 12.2 of the Interlocal Agreement.

**“Excluded Costs”** shall mean those direct or indirect costs, fees and/or expenses that are not eligible for payment from the Budgeted Amount and that are identified in the attached Exhibit D.

**“Exclusive Parking Areas”** shall mean those areas designated in the Exclusive Use Areas designed for and/or used for the parking of Team related vehicles.

**“Exclusive Use Areas”** shall mean the areas that are identified in Exhibit D of the Sports Facility Use Agreement and are reserved for the exclusive use of the Teams, unless otherwise set forth therein.

**“Facility”** shall mean a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, intended for use by the Washington Nationals and the Houston Astros and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Site and any off-Site improvements required for regulatory approval.

**“Final Completion”** shall have the meaning ascribed to it in the Construction Contract.

**“FF&E”** shall mean furniture, fixtures and equipment.

**“Field Bulletin”** or **“FB”** shall mean an instruction issued by the Consultant proposing a change in either the drawings or specifications and requesting a proposal from the Contractor. It is not a direction to proceed with the work.

**"Funding Certification Letter"** shall mean a letter from the Florida Department of Economic Opportunity certifying the County pursuant to Section 288.11631, Florida Statutes, as eligible to receive funding for the construction and development of the Facility in the amount of Two Million Dollars (\$2,000,000) per year for a total of Twenty-Five (25) years.

**"GMP"** or **"Guaranteed Maximum Price"** shall mean the cost of the Work required to be performed pursuant to the Construction Contract and including, but not limited to, the Contractor's lump sum fee as set forth in the Construction Contract.

**"Interest Election"** shall mean the LLC's option, available at the time of County Bond sale only if the true interest cost exceeds 4.78%, to either; 1) authorize the County to issue the County Bonds and to increase the LLC's annual Team Improvement Areas Fee payments in an amount equal to the aggregate additional true interest cost of the County Bonds allocable to the LLC due to the higher true interest costs, or 2) elect to terminate this Agreement and reimburse County, either a) 50% of the Actual Costs at the date of termination if no referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, or b) 100% of the Actual Costs at the date of termination during or after a Referendum Period.

**"Interlocal Agreement"** shall mean Agreement R-2015-1075 between the City and the County as the same may be amended or supplemented from time to time.

**"Land Reclamation"** shall mean the actual Work tasks, subject to Section 5.4 herein, associated with the removal and disposal of unsuitable and/or contaminated materials as well as replacement with suitable building materials pursuant to the Construction Contract. Land Reclamation shall not include making any improvements to the Site other than to replace the unsuitable and/or contaminated materials with suitable building materials pursuant to the Construction Contract.

**"LLC"** shall mean HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law.

**"LLC Parties"** shall mean the LLC and the Teams and each of their respective members, officers, directors, employees, agents, servants and representatives, of any and all of the foregoing.

**"LLC Restoration Areas"** shall mean any and all improvements and land areas identified in Exhibit E of the Sports Facility Use Agreement, all land areas and property identified as an LLC Restoration Area in Exhibit F hereto, and any personal property, equipment and/or any portion of the Facility damaged as a result of the deviations from County standard design and construction policies identified in Exhibit F hereto, shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

**“Major League Baseball”** or **“MLB”** shall have the meaning as set forth in the Sports Facility Use Agreement.

**“Minimum Requirements”** shall mean the minimum programmatic requirements for a Facility, as set forth in **Exhibit B** hereto.

**“Non-Eligible Costs”** shall mean all projected expenditures and costs, other than Excluded Costs, relating to the development of the Site and Facility that are; 1) Cost Overruns, or 2) exceed what the LLC and County have agreed to be standard for Major League Baseball Spring Training Facilities in terms of quantity or quality as of the date the County approves the County Bonds. Except for Cost Overruns attributable to the County pursuant to Section 8.3 hereof, Non-Eligible Costs shall be paid solely by the LLC and shall not be paid from the Budgeted Amount.

**“Operative Agreements”** shall collectively refer to this Developer Agreement, the Sports Facility Use Agreement and the Interlocal Agreement.

**“Parking Areas”** shall mean any areas at the Facility that are not Exclusive Parking Areas and which are intended to be used for the parking of vehicles as identified in **Exhibit C** of the Sports Facility Use Agreement and which may be included in a County Event license agreement, if requested by the County pursuant to Section 5.3 of the Sports Facility Use Agreement.

**“Person”** shall mean an individual, corporation, association, general partnership, limited partnership, limited liability company, trust, unincorporated organization, political subdivision or municipal corporation.

**“Pre-Construction Cost Savings”** shall mean the dollar amount of the difference between One Hundred and Thirty Five Million Dollars (\$135,000,000) and the Program Cost Estimate calculated at the time of County approval of the County Bonds, if the Program Cost Estimate is less than One Hundred and Thirty Five Million Dollars (\$135,000,000).

**“Pre-Land Reclamation”** shall mean activities relating to the Consultant and Contractor gaining access to the Site for the purpose of performing Site investigation and due diligence as needed to prepare assessments, condition reports, and development plans. Activities may include, but are not limited to, subsurface and/or obtrusive exploration and sampling of the soil, surface water, and/or groundwater, installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source removal activities.

**“Program”** shall mean the Services required for the design, development and construction of the Facility.

**“Program Budget”** shall mean the total of the Actual Costs and Non-Eligible Costs, but not including Excluded Costs.

“Program Contingency” shall mean a specified amount of money within the Program Cost Estimate that can be re-allocated by the LLC to an Actual Cost line item within the Program Cost Estimate without further approval of the County. All funds remaining in the individual line items of the Program Budget for Actual Costs after Final Completion shall be transferred to Program Contingency during the final accounting at the completion of the Program and shall become Construction Savings.

“Program Cost Estimate” shall mean the line item breakdown of all projected expenditures for the Services and Work authorized in Article 3 of this Agreement, including the Program Contingency, but not including Excluded Costs.

“Program Representative” shall mean the person designated by the LLC and acceptable to the County, who will represent and act on behalf of the LLC.

“Program Schedule” shall mean the schedule of events, dates and milestones for the timely completion of the Work prepared by the Contractor and accepted by the LLC in accordance with all requirements of the Construction Contract.

“Public Laws” shall mean all applicable federal, state and local laws, codes, ordinances, rules, regulations, standards or orders of any public authority having jurisdiction over the Program, including building, health, labor, safety, licensing, environmental or zoning laws, codes, ordinances, rules, regulations, standards or orders of any such public authority.

“Public Use Improvements” shall mean land areas along with all improvements, equipment, fixtures and furnishings that are the County’s renewal/replacement funding responsibility and that shall be identified during the design development phase of the Program and listed on Exhibit B of the Sports Facility Use Agreement, except for any improvements listed on Exhibit F of this Agreement as not being the County’s Renewal/Replacement funding responsibility, even if they are located within Public Use Improvement areas.

“Purchase Order” shall mean the County document that is issued by the County to a vendor to contract for the purchase of a product.

“Reclaimed Water Agreement” shall mean Agreement R-2015-1073 which sets forth terms and conditions for the extension of a reclaimed water pipeline to the Site and the City’s provision of reclaimed water to the Site.

“Referendum Period” shall mean the period of time beginning October 2, 2015 if a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances and ending on the date at which a referendum is held and the results finally determined

“R/R Project” or “Renewal/Replacement Project” shall have the meaning provided in the Sports Facility Use Agreement.

“R/R Project Reserve” or “Renewal/Replacement Project Reserve” shall mean two lines in the Program Cost Estimate established pursuant to Section 3.4.7 herein which contain Construction Savings, if any, which upon Final Completion will be allocated to the LLC R/R

Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC.

**“Sales Tax Recovery PO”** shall mean a Purchase Order issued by the County pursuant to the provisions of the County’s Sales Tax Recovery Program outlined in the attached **Exhibit E**.

**“Sales Tax Recovery Program”** shall mean the County’s program for recovery of sales tax outlined in the attached **Exhibit E**.

**“SBE Goal”** shall mean a minimum of fifteen (15) percent participation of County certified small business enterprises in the Program.

**“Scope of Work”** shall mean the aggregate of all Work required to complete the Program.

**“Services”** shall mean all of the responsibilities of the LLC as set forth in this Agreement, whether performed by LLC employees, Contractor(s), or by Consultant(s). The County acknowledges the LLC’s responsibilities are limited as described in Section 3.6 herein and exclude those tasks or responsibilities specifically assigned to County under this Agreement.

**“Site”** shall mean the real property legally described in **Exhibit A** attached hereto.

**“Sports Facility Use Agreement”** shall mean the First Restated Sports Facility Use Agreement R-2015-\_\_\_\_\_ between the County and the LLC governing the use, occupancy and operation of the Facility as the same may be amended or supplemented from time to time.

**“Stadium”** shall mean the improvement primarily designed and constructed for Major League Baseball within the Facility in which the Teams will conduct Major League Spring Training Home Games and shall not include any of the Team Improvement Areas.

**“Subcontractor”** shall mean any contractor in privity with any Consultant, Contractor, or any other contractor at any tier.

**“Substantial Completion”** shall have the meaning as set forth in the Construction Contract.

**“TCE”** shall mean the Temporary Construction Easement granted by the City of West Palm Beach to County and the LLC for the construction of City Park and the City Park Improvements contained in **Exhibit I of the Interlocal Agreement**.

**“Team(s)”** shall collectively mean the Houston Astros, LLC, a Texas Limited Liability Company and the Washington Nationals Baseball Club, LLC, a Washington, D.C. Limited Liability Company, and their successors and assigns as authorized in this Agreement, and in the singular may refer to either entity individually.

**“Team Improvement Areas”** shall mean the definition ascribed to such term in the Sports Facility Use Agreement.



**"Team Improvement Areas Fee"** shall mean the definition ascribed to such term in the Sports Facility Use Agreement.

**"Term"** shall have the meaning set forth in Article 10 herein.

**"Work"** shall mean all obligations, duties and responsibilities assigned to, or undertaken by, any Contractor(s) required to complete the Program pursuant to all Construction Contract(s).

**ARTICLE 3**  
**SERVICES TO BE PROVIDED BY LLC**

**3.1** All applications for permits and approvals shall require approval of the County Representative or other duly authorized County employee prior to submittal.

**3.2** The LLC covenants to diligently perform the Services outlined below in a commercially reasonable manner consistent with the terms of the Operative Agreements.

**3.3** The LLC shall, either itself, or through the Program Representative:

- A.** act as the County's development consultant for the Facility and shall be responsible for the delivery of the Facility and completion of the Program in accordance to the requirements of this Agreement;
- B.** select Consultant(s) and Contractor(s) to design and construct the Facility in a manner consistent with the requirements of the Consultant's Competitive Negotiation Act (CCNA), F.S. §287.055 and County PPM CW-O-048, if applicable, or via a competitive request for proposals as required by County Code and as further detailed in the attached Exhibit C. The County shall have a voting member on each and every Selection Committee;
- C.** select all other vendors receiving any payment under the Program Cost Estimate, not otherwise subject to the CCNA, in accordance with a competitive solicitation process;
- D.** subject to Article 7 herein, engage (prepare, negotiate and enter into contracts with) and manage qualified Consultants and Contractor(s) to perform due diligence, testing, planning, design, and construction services as may be required in the LLC's discretion. The LLC shall also engage the Consultant(s) and Contractor(s) necessary to provide advice to the County concerning the conveyance of the Site, or portion thereof, to the County;
- E.** subject to Article 7 herein, engage (prepare, negotiate and enter into contracts with) and manage the Contractor(s), Consultant(s) and vendors;
- F.** take all actions necessary and/or required to effectively manage and coordinate all tasks and activities associated with the execution of multiple design and construction teams required to complete the Services;



- G.** comply with all applicable requirements of any and all County Bond resolutions, documents and covenants consistent with the terms of the Operative Agreements;
- H.** require each Contractor to construct all improvements in accordance with County's standard design and construction policies except as otherwise approved by County and specifically included in the attached **Exhibit F**;
- I.** monitor, review and approve the development of drawings and the specifications prepared by the Consultant(s), conduct progress reviews of the drawings and specifications and coordinate such reviews with the Teams;
- J.** observe the Work in progress to ensure that the Work is compliant with the terms of the respective Construction Contract and/or Purchase Orders;
- K.** determine the acceptability of each Consultant's performance under the respective Consulting Contract(s) and each Contractor's performance under the respective Construction Contract(s), and as required take all necessary enforcement action to compel compliance with the terms of each Consultant Contract and each Construction Contract;
- L.** conduct progress meetings and prepare reports (including an executive summary every other month), identifying the percentage of Work completed, the amount paid to each Consultant and Contractor and the remaining balance of each Consultant Contract and each Construction Contract;
- M.** identify and coordinate activities required for Site access and due diligence that must be performed in order for the Program Schedule, Program Cost Estimate, development approval and permit assumptions to be satisfied;
- N.** identify requirements and confirm assumptions for the Program related to Land Reclamation, infrastructure and permitting requirements;
- O.** prepare a Program Schedule based on analysis of existing schedules, programs, goals and objectives;
- P.** develop and maintain a list of dates which are critical for the success of the overall schedule of the Services identified in this Agreement;
- Q.** prepare the line items within the Program Cost Estimate and Program Budget and at appropriate intervals and where necessary, review and assist in preparing revised line items within the Program Cost Estimate and Program Budget;
- R.** update the Program Cost Estimate to specifically coincide with the timing of the GMP and the issuance of County Bonds;

- S.** review preliminary designs for the Facility in order to confirm Program Cost Estimate assumptions;
- T.** review detailed schedules and cash requirement projections;
- U.** provide specific guidance about the proposed Program and uses for the Facility, and ensure that the Program meets or exceeds the Minimum Requirements;
- V.** conduct all activities necessary to prepare applications for governmental permits and approvals and secure such permits and approvals subject to County review and/or approval requirements of this Agreement;
- W.** prepare a list of required governmental reviews and permits/approvals, and engage Consultant(s) to prepare, submit and secure any permits or approvals that are required for the construction of the Facility;
- X.** review and approve the design for the Facility and City Park pursuant to the requirements of this Agreement;
- Y.** conduct design progress meetings with the Consultant(s) and Contractor(s), and County when required or requested/appropriate, as a forum for exchange of information and resolution of design decisions;
- Z.** incorporate County's design and construction standards and approved plans into each Construction Contract as required by the terms of this Agreement and enforce compliance with these design and construction requirements in each Construction Contract;
- AA.** incorporate and enforce requirements in each Construction Contract that, when specified as part of the approved design, each Contractor utilizes new materials and/or equipment (or newly manufactured materials and/or equipment using recycled components), including when such materials and/or equipment are incorporated into the Work, unless otherwise approved by the County; and where materials and/or equipment are not specified as part of the approved design, require each Contractor utilize a high grade of quality for its intended use;
- BB.** review, negotiate and approve the design and pricing of all improvements which will become Public Use Improvements and submit to County for compliance with building standards where comparable standards exist;
- CC.** identify the Parking Areas, Exclusive Parking Areas, Public Use Improvements and the LLC Restoration Areas no later than the conclusion of design development;
- DD.** contractually require and enforce the requirement that the Consultant(s) and Contractor(s) design and construct the Facility to be compliant with the applicable

building codes and American Red Cross ARC Standard 4496 for use of the Facility as a shelter site for the homeless during any periods of declared federal, state, or local emergency;

- EE.** select an artist or artist team to design, fabricate and install integrated Art pursuant to a competitive process approved by County and incorporate the integrated Art into the design and construction, the total value of the integrated Art (including, but not limited to, honoraria, materials, fees, and any other costs associated with the design, fabrication, and installation) being no less than \$800,000;
- FF.** conduct good faith comprehensive constructability reviews and value analysis to reduce the cost of the Program;
- GG.** coordinate with utility service providers for off and on-site water, sewer, gas, electric and telecommunications service, and other service, as appropriate;
- HH.** prepare all documentation and then submit to County for review, processing and approval of all required easements for the Program, including required utility easements for water, reclaimed water, sewer, electric, cable, telephone and other services and obtaining required insurance and indemnification from each Contractor and each Consultant performing Work on easements as set forth in Article 7 hereto;
- II.** conduct meetings with City, regulatory agencies and the community, as may be required to accomplish all Services contemplated in this Agreement;
- JJ.** handle public relations activities related to the Program, including but not limited to, responding to public inquiries, attending public meetings and presenting at community meetings;
- KK.** conduct coordination meetings with City, regulatory agencies and the community, as may be required for the purposes of planning and submitting development and permit applications;
- LL.** prepare a list of required governmental reviews and approvals, and engage Consultant(s) to secure any permits or approvals for off or on-site activities that are required for the construction of the Facility;
- MM.** contractually require and enforce the requirement that each Consultant designs, and each Contractor constructs, all physical improvements to the Site and the City Park Property in accordance with the ERP and as set forth in Section 12.2 of the Interlocal Agreement;
- NN.** implement the Sales Tax Recovery Program including reviewing and certifying each request for payment submitted by contractors and vendors under any Sales

Tax Recovery POs for payment, in accordance with the applicable Sales Tax Recovery POs;

- OO. evaluate phasing options and implications and determine an efficient and economical design and construction option consistent with the Minimum Requirements;
- PP. monitor each Contractor's request for Change Orders and notify the County and the Teams of any changes that may affect the operations or maintenance of the Facility;
- QQ. provide funding for Non-Eligible Costs, unless same are attributable to the County pursuant to Section 8.3 hereof, and the payment of such Non-Eligible Costs shall be guaranteed by the Guaranties attached to this Agreement as Exhibits I-1 and I-2;
- RR. ensure that all Public Use Improvements and non-Public Use Improvements are reported, inventoried, tagged and recorded in accordance with the requirements of the Construction Contract;
- SS. cause the filing by others of all required reports, certifications and similar documents;
- TT. establish operating procedures;
- UU. develop a transition plan from development to operations;
- VV. upon request of the Contractor(s) and Consultant(s), the LLC shall review the request, and if approved, execute a certificate of Substantial Completion accepting the Program as sufficiently complete for the LLC to use the Facility for its intended purposes, and thereafter, when the LLC is satisfied that all Work under the Construction Contract is complete and in accordance to the requirements of the Construction Contract, the LLC will make final payment and accept the Program as complete as set forth in the Construction Contract;
- WW. perform all of County's obligations pertaining to the terms of the Reclaimed Water Agreement between County and City except for the responsibilities for the specific design, permitting, management and construction identified in Exhibit E of the Reclaimed Water Agreement; and
- XX. fund, from the Budgeted Amount, all of the obligations of the County pertaining to the terms of the Reclaimed Water Agreement, including those performed by the County pursuant to Section 3.3 WW.

3.4 During the Term of this Agreement, the County may, from time to time, request in writing that the LLC perform certain services for the Program in addition to those set forth in

Article 3 of this Agreement (the "Additional Services"). The scope of, and compensation to the LLC for, any such Additional Services shall be mutually acceptable to the County and the LLC, shall be set forth in a written amendment to this Agreement executed by both parties and shall be governed by the terms and conditions of this Agreement, unless otherwise provided in such amendment.

**3.5** The LLC shall have no obligation or responsibility to fund or provide the work outlined in this Section 3.5, but may participate with County, in regard to the following:

- A.** securing the conveyance of the Site to the County;
- B.** providing legal services to the County; or
- C.** arranging for, or providing for, County Bond financing for the Budgeted Amount.

**3.6** County acknowledges that LLC is providing the Services described in this Article 3 as a development consultant and not as a licensed general contractor, architect or other licensed professional. However, the LLC will engage and contractually require licensed professionals to complete the Work in accordance with the requirements of this Agreement, and will enforce such contracts and administer any claims process associated with such contracts as set forth herein. LLC shall require each Contractor and each design Consultant to provide customary warranties, will enforce said warranties and will name the County as a third party beneficiary of all such warranties. The foregoing notwithstanding, the LLC shall be obligated to enforce the provisions of each Consultant Contract and each Construction Contract as set forth herein.

**3.7** THE LLC SHALL PERFORM THE DUTIES AND OBLIGATIONS AS CONTAINED IN SECTIONS 3.3 AND 3.6 HEREIN. THE LLC DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE WORK, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, CONSTRUCTION OR PHYSICAL CONDITION OF THE FACILITY AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY CONTAINED THEREIN, REGARDLESS OF WHETHER THE WARRANTIES ARISE FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW, STATUTORY LAW OR OTHERWISE.

#### **ARTICLE 4**

##### **LLC SERVICES RELATED TO THE INTERLOCAL AGREEMENT**

**4.1** Except as otherwise set forth in Article 5 hereof, the LLC shall assume and have sole responsibility for each of the following:

- A.** All of County's obligations set forth in Section 4.2 of the Interlocal Agreement;
- B.** All of County's obligations set forth in Section 12 of the Interlocal Agreement including Section 12.6 of the Interlocal Agreement pertaining to the design, development and construction of City Park and the City Park Improvements and in accordance to the ERP;

- C.** All of County's obligations set forth in **Exhibit I of the Interlocal Agreement (Temporary Construction Easement)**;
- D.** All of County's obligations, responsibilities and rights associated with the **Access Easement described in Section 10.3.1.3 and Exhibit E of the Interlocal Agreement**;
- E.** All of the County's obligations, responsibilities and rights associated with the **License Agreement described in Section 10.3.1.4 and Exhibit M of the Interlocal Agreement**; and
- F.** All of the County's obligations, responsibilities and rights associated with **Section 10.3.2.4 of the Interlocal Agreement**.

**4.2** The LLC's performance of the obligations identified in this Article 4 is subject to the following conditions;

- A.** The LLC shall not accept any conditions, approvals or permits that; 1) run with the land, 2) present on-going financial cost, obligation or responsibility, or 3) that are inconsistent with, or require changes to the **Operative Agreements**, without the express written approval of County; and
- B.** The LLC must first obtain County approval of any document that is to be submitted to the City pursuant to the Interlocal Agreement and the LLC shall provide a copy of the approved submittal to the County at the time of delivery to the City.

**4.3** It is expressly intended that the LLC will assume and independently fund the obligations of County as identified in Section 4.1 herein. The LLC shall establish the processes and procedures necessary to ensure the separation of accounting for Services related to the City Park, including, but not limited to, program management, design, permits and approvals, construction, construction administration, equipping, and providing the appropriate insurance obligations, so that the LLC and the County are able to legally demonstrate that no County monies were expended on the City Park. At a minimum, the LLC shall direct the accountant with responsibility for preparing the payment requisitions, to; 1) maintain separate records and books for the Facility and City Park, and 2) maintain separate agreements for the Services related to City Park.

**4.4** The LLC shall have the right to negotiate, to approve and to execute in its name, all contracts and agreements for the services and work performed for the development of City Park, including, without limitation, the Consultant(s) Contracts and the Construction Contract(s), provided that the LLC complies with the provision of Sections 3.3 (B), (C) and (D) and Article 7 herein.

4.5 The LLC shall provide County with copies of all FBs, CCPs and Change Orders which County shall review for consistency with the obligations of the Interlocal Agreement and this Agreement.

4.6 The LLC will contractually obligate the Consultant(s) and the Contractor to name the County and the City of West Palm Beach as co-obligee on the Contractor's §255.05, Florida Statutes, public construction bonds for all work related to the development of the City Park. In addition, any Consultant or Contractor performing work related to the development of the City Park shall name the County and the City as additional insured under any required insurance policies, and also indemnify and hold the City and County harmless under any required indemnity provisions of the Consultant Contract(s) and the Construction Contract(s). The provisions of this paragraph shall also apply to any Subcontractor performing work related to the development of the City Park.

## **ARTICLE 5**

### **COUNTY RESPONSIBILITIES**

#### **5.1 Permit and Development Approval Applications**

All applications for permits and approvals shall require approval of the County Representative or other duly authorized County employee prior to submittal.

#### **5.2 Conditions of Approval/Expenses not in Program Cost Estimate**

All conditions of permits or approvals which run with the land and/or require an expense not covered by the Program Cost Estimate require the approval and/or execution by the same individual as in Section 5.1 herein.

#### **5.3 Peer Review**

Notwithstanding any of its responsibilities identified in this Agreement and without assuming any responsibility for the design and/or performance of the Consultants, the County reserves the right, but not the obligation, to contract for its own consultant or contractor to review the in-progress design documents for general compliance with the terms of this Agreement, design efficiency, cost effectiveness, and compliance with County building standards. Unless the LLC requests in writing that the County contract with a consultant or contractor to perform a portion of its responsibilities pursuant to this Agreement, the cost of any peer review conducted by the County as provided in this Section 5.3, will be an Excluded Cost and paid by County. If requested by the LLC, the cost of the peer review conducted by County will be paid from the Budgeted Amount. The decision to contract with a consultant or contractor to perform a portion of the County's responsibilities pursuant to this Agreement is in the County's sole discretion.

#### **5.4 Consider Request to Commence Land Reclamation**

Land Reclamation activities shall not commence until the LLC has obtained the approval of the County pursuant to this Section 5.4. After the Pre-Land Reclamation is concluded, the County shall consider any requests from the LLC to proceed with Land Reclamation. Any request to proceed with Land Reclamation activities shall be accompanied by all pertinent studies and evaluation, permits and identification of all off-site disposal locations for unsuitable (pursuant to the Construction Contract) and/or contaminated materials found on the Site. If the LLC desires to re-use or re-cycle any landfill materials found on the Site as part of the Facility and/or Site, it



must specifically identify the materials, how they will be processed (if at all) prior to re-use and the location of the proposed re-use. If the LLC is authorized to proceed with Land Reclamation, the approval shall be reduced to writing and may contain conditions relating to the authorized activities, including any approved deviations from the requirements of the County's standard Construction Contract.

**5.5 Meetings**

The County, at its option, may attend any meeting scheduled by the LLC relating to the Program, except those between the LLC and/or its representatives and legal counsel that may be considered attorney-client privileged.

**5.6 Make Payments**

The County shall timely pay all Actual Costs for the Services authorized in Article 3 hereof from the Budgeted Amount, including Actual Costs for the Services authorized retroactive to February 3, 2015, in accordance with the payment and requisition procedures set forth in Section 9.3 and Exhibit G of this Agreement, including any and all compensation requested by the LLC for the Consultants and Contractor to be paid by County pursuant to the terms of this Agreement. Payments shall not exceed the Budgeted Amount, shall be disbursed by the Clerk, and shall be payable in accordance with the requirements of the Clerk's Office and the requisition procedures.

**5.7 County Coordination with City**

In relation to those issues in which it is necessary to coordinate with the City, the County shall use good faith efforts to:

- A. Secure the conveyance of the Site from the City of West Palm Beach to the County; and
- B. Secure a Temporary Construction Easement for access to develop the City Park Property.

**5.8 Other Responsibilities**

5.8.1 The County shall have the following additional responsibilities:

- A. Use good faith efforts to obtain a Funding Certification Letter and to execute an agreement with the State pursuant to Florida Statute § 288.11631. The County shall use the funds received from the State pursuant to Florida Statute §288.11631 solely to pay or pledge for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the construction or renovation of the Facility, or for the reimbursement of such costs or the refinancing of bonds issued for such purposes.
- B. Provide funding for Cost Overruns attributable to County as set forth in Section 8.3 hereof.



- C. Cooperate with the LLC in coordinating the procurement and placement of off-Site directional signage, along Palm Beach County roadways and along I-95, with the Florida Department of Transportation and other authorities.**
- D. The County shall reasonably expedite any actions or approvals requested or required of the County in connection with the Program, and except as otherwise provided in this Agreement, all such actions or approvals shall not be unreasonably withheld, conditioned or delayed. The County shall not act, or fail to act, in a manner that would cause, or would reasonably be expected to cause, the completion of the Program to be delayed. The County shall provide assistance to and use reasonable efforts to cooperate with the LLC in the performance of this Agreement. Nothing in this Section shall be construed to require either party to violate any valid and enforceable Public Laws.**
- E. The County shall perform the obligations assigned to County for design, permitting, management and construction of the improvements contained in Exhibit E of the Reclaimed Water Agreement.**

**5.8.2 Throughout the Term, the LLC shall be granted, for the LLC and their invitees, uninterrupted access to and egress from the Site (including access to and egress from all areas owned, licensed or otherwise controlled by the County) and the right to enter the Site to the extent reasonably necessary for the LLC to exercise its rights and perform its obligations under this Agreement.**

## **ARTICLE 6**

### **PROGRAM MANAGEMENT**

**6.1 An organizational chart for the LLC's Program team is set forth on Exhibit H hereto. The LLC shall inform County in writing, of the name, email address and telephone number(s) of its Program Representative, together with a clear definition of the scope of his authority to represent and act for the LLC and shall specify any and all limitations of such authority. The LLC shall keep the County informed of any subsequent changes in the foregoing.**

**6.2 The Program Representative is responsible for administering all required work at the Site and a representative of the Program Representative shall be at the Site when the construction of improvements is in progress. All notices, determinations, instructions and other communications made or given by the Program Representative shall be binding upon the LLC; provided however, notwithstanding the foregoing, only the managers of the LLC shall have the authority to bind the LLC with respect to; (a) modifications or amendments pertaining to this Agreement, (b) modifications or amendments pertaining to the Consultant Contract(s), and (c) modifications, amendments, or Change Orders pertaining to the Construction Contract(s).**

**6.3 If, at any time during the term of this Agreement, the then current Program Representative becomes unacceptable to the County, upon written notice from the County the**

LLC shall replace the unacceptable Program Representative with a Program Representative acceptable to the County.

**6.4** The Program Representative shall invite the County Representative to each and every meeting scheduled with the City or governmental regulatory agency, including, but not limited to, all meetings relating to permitting or approvals. The LLC shall provide the County with advance notice of any regularly scheduled Program meetings. The Program Representative shall invite the County Representative to each and every meeting scheduled with every Consultant and the Contractor or any Subcontractor, except those meetings relating directly to the construction of City Park or the City Park Improvements.

**6.5** The LLC shall not self-perform any physical construction at the Site pursuant to this Agreement. Furthermore, the LLC shall not perform, and nothing contained in this Agreement shall be construed to require the LLC to perform, any activity or service which would require a license, a certificate of authorization, certification or registration under Chapters 471, 481 or 489, Florida Statutes.

**6.6** Except as otherwise specifically provided in this Agreement, the County agrees that the LLC shall make all decisions relating to the design, construction, development and delivery of the Facility and Program.

**6.7** The LLC shall reasonably expedite any actions or approvals requested or required of the LLC in connection with the Program, and except as otherwise provided in this Agreement, all such actions or approvals shall not be unreasonably withheld, conditioned or delayed. The LLC shall not act, or fail to act, in a manner that would cause, or would reasonably be expected to cause, the completion of the Program to be delayed. The LLC shall provide assistance to and use reasonable efforts to cooperate with the County in the performance of this Agreement. Nothing in this Section shall be construed to require either party to violate any valid and enforceable Public Laws.

**ARTICLE 7**  
**CONTRACTS**

**7.1** The LLC agrees to abide by County's Small Business Enterprise and Local Preference policies as set forth in Palm Beach County Code Sections 2-80.21 through 2-80.34 and Sections 2-80.41-44, 2-80.46, 2-80.47, as amended, with an SBE Goal of 15% for the Program. In order to meet the established goals and comply with the requirements of the policies, the LLC will use the selection processes and forms described in this Article 7.

**7.2** The LLC shall have the right to negotiate, to approve and to execute in its name, all contracts and agreements for the Facility, including, without limitation, the Consultants Contracts and the Construction Contracts provided that the LLC:

- A. Selects the Consultant(s), Contractor and vendors as set forth in **Exhibit C** and Section 3.3(B), (C) and (D), as applicable;

- B.** Uses a form Consultant and Contractor Agreement that is substantially similar to County's standard contract for the applicable service and specifically including the requirements of the County's Small Business Enterprise and Local Preference policies as set forth in Palm Beach County Code Sections 2-80.21 through 2-80.34 and Sections 2-80.41-44, 2-80.46, 2-80.47, as amended as well as the specific language required by any State or Local law;
- C.** Uses a form artist agreement that is substantially similar to County's standard artist agreement for the design, fabrication and installation of Art procured in accordance with Section 3.3(EE) hereof;
- D.** Requires all types of insurance in amounts equal or greater than the County standard for all Consultants, Contractors, and any other entities performing any portion of their respective Work at the Site;
- E.** Requires a payment and performance bond, where required by Florida Statutes §255.05 on the County's form and from a surety meeting the County's requirements;
- F.** Names the County as additional insured and/or third party beneficiaries to all insurance policies and co-obligees on all bonds;
- G.** Indemnifies and holds harmless the County using standard indemnity provisions found within the contracts identified in Section 7.2(B) and 7.2(C) above; and
- H.** For the sole purposes of determining compliance with the requirements of the Agreement and to allow the County to set up the necessary payment accounts, secure the approval of the Director, Facilities Development & Operations, or designee, on each and every Consultant Contract and Construction Contract. Such approval shall be proof that the requirements of this Section 7.2 are met.

**7.3** The LLC shall ensure that each Consultant Contract and Construction Contract has the requirement that the Consultant and Contractor deliver to the County Representative, such documents and materials received by, and in the possession of, the LLC, prepared by the Consultant and the Contractor pursuant the Consultant Contract or the Construction Contract, as the case may be, or pursuant to any other agreement related to the Program, as the County may reasonably request. All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Agreement or any agreement related to the Program, by or from the Consultant or the Contractor, and received by the LLC, shall be and remain the County's property.

**7.4** The LLC represents that all sub-consultant agreements entered into shall incorporate the requirements set forth in Section 7.2 above, and further warrants that the County is an intended express third party beneficiary of any such subcontract.

**ARTICLE 8**  
**PROGRAM COST ESTIMATE and PROGRAM BUDGET**

**8.1 Creation of a Program Cost Estimate.**

8.1.1 The LLC shall create a Program Cost Estimate. Prior to the issuance of the County Bonds, the LLC shall submit the form and structure of the Program Cost Estimate for approval by the County. The County's approval shall be for compliance with the requirements of this Agreement as well as the form and practicality of monitoring and implementation throughout the term of the development of the Facility.

8.1.2 The Program Cost Estimate shall specifically identify the line items reflecting the anticipated Actual Costs, which include Program Contingency lines and Non-Eligible Costs, in accordance to County's specific requirements.

8.1.3 The LLC shall designate which Consultant will be responsible for the management of the Program Cost Estimate and the Program Budget.

8.2 The Consultant identified to create and manage the Program Cost Estimate and the Program Budget shall maintain a separate budget with detailed expenditures relating to the development of City Park and the City Park Improvements.

**8.3 Cost Overruns.**

The LLC will be responsible for Cost Overruns, except to the extent: (a) the County imposes a program requirement in excess of the Minimum Requirements that results in a Cost Overrun; or (b) the County breaches any of the Operative Agreements or any agreements relating to bond financing for the Program, which breach results in a Cost Overrun. In the event that either of the foregoing causes occurs, the County shall pay a proportionate share of any such Cost Overrun, which proportion shall be equal to the extent to which the Cost Overrun was caused by the County. Any payment by the LLC for Cost Overruns shall be not be deemed a payment for use of any portion of the Facility, but rather an equity contribution.

**8.4 Cost Savings**

8.4.1 The County and the LLC shall use good faith efforts to achieve Cost Savings through the various stages of the Program and shall allocate the Cost Savings as set forth herein.

8.4.2 The County and the LLC will work together throughout the design of the Facility to ensure; 1) the design and specifications reflect the materials typically installed in professional sports stadium facilities, 2) that quantities of features are generally comparable to other professional stadium facilities, 3) that Public Use Improvements are designed to County standards where comparable standards exist, 4) that any recycled and/or re-used materials are considered, when appropriate, and that 5) specified building equipment and materials are of types and installation details typical to South Florida. The County shall conduct design reviews to ensure consistency with the above listed requirements and to identify opportunities for Pre-Construction Cost Savings as follows:

- A.** The LLC shall invite County to participate in any meetings it believes appropriate to facilitate the identification of Cost Savings. The County shall be allowed to participate in any meetings and/or discussions that the County believes appropriate to facilitate Cost Savings.
- B.** The LLC will provide County with electronic access to design submittals (schematic design, design development, construction documents and corresponding cost estimates) and provide County with copies of the design submittals as requested by County. The LLC shall work with County, including meeting with County and inviting County to design review meetings, in order to facilitate County review of design submittals, including plans, specifications and schedules. The LLC shall provide County with written reports detailing all comments resulting from such interim submittal reviews. The County shall review and provide comments to the LLC upon receipt of the estimates of probable construction cost as prepared by the Contractor. The County may make recommendations to advise the LLC where the estimate of probable construction cost could be reduced in order to achieve Pre-Construction Cost Savings.
- C.** The LLC shall review all comments of County as it relates to the design submittals and probable construction costs to ensure the LLC addresses each comment and incorporate changes approved by the LLC, if any, into the Program Cost Estimate.
- D.** Pre-Construction Cost Savings will be identified and allocated no later than the time of County Bond approval by the County.

**8.4.3** Pre-Construction Cost Savings will be shared between the County and the LLC, on a pro rata basis of the total cost of the Program over the term of this Agreement. The County's share will be calculated based upon the combined State and County's contribution to reduce the Budgeted Amount. The LLC's share shall reduce the LLC's total payment obligation to County as set forth in Section 6.5.2 of the Sports Facility Use Agreement, which shall be applied proportionately to reduce all Team Improvement Areas Fee payments, during the term of the Sports Facility Use Agreement.

**8.4.4** The LLC shall implement the Sales Tax Recovery Program pursuant to the policies and procedures set forth in Exhibit E attached hereto. It shall be the responsibility of the Program Representative to seek the advance approval of the County Representative on whether a commodity is eligible for purchase pursuant to the Sales Tax Recovery Program. The Program Representative will be responsible for processing all Sales Tax Recovery Change Orders and Sales Tax Recovery PO's. The County will respond within ten (10) business days of receipt of properly completed Sales Tax Recovery PO's. To the extent that the County receives any proceeds in accordance with Section 2.1.13 of Exhibit E hereto, the County agrees that said proceeds shall be utilized to replace any commodity purchased under the Sales Tax Recovery Program, unless otherwise agreed to by the County and the LLC.

8.4.5 All savings resulting from participation in the Sales Tax Recovery Program will be credited to the Program Contingency in the Program Cost Estimate.

8.4.6 The Parties acknowledge that the costs of any particular line item for Services will vary from the number identified in the Program Cost Estimate. If the contracted cost of the particular Service is less than that identified in the Program Cost Estimate, then the LLC shall credit the difference to the Program Contingency ("Buy-Out Savings"). If the contracted cost of the particular Service is more than identified in the Program Cost Estimate, then the LLC shall first debit the Program Contingency, and once the Program Contingency is exhausted, the difference will be considered a Cost Overrun.

8.4.7 Construction Savings shall be deposited into the R/R Project Reserve and allocated one-third (1/3) to the County R/R Project Reserve and two-thirds (2/3) to the LLC's R/R Project Reserve, to provide initial funding for Renewal/Replacement Projects pursuant to the Sports Facility Use Agreement. To the extent the savings relate to facilities financed with the proceeds of County Bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes (the "Tax-Exempt Bonds"), the County will seek an opinion of Bond Counsel to the effect that such application of the proceeds of such Tax-Exempt Bonds shall not, in and of itself cause interest on the Tax-Exempt Bonds to be included in the gross income of the holders thereof for federal income tax purposes.

## **8.5 Change Orders**

8.5.1 The LLC shall provide County with a monthly report listing of all FBs, CCPs, Contingency Use, CCDs, and Change Orders with sufficient details to enable County's review of each of the above, for consistency with the terms of this Agreement.

8.5.2 Changes to the Consultant(s) and Contractor Scope of Work shall be authorized by the Program Representative pursuant to its standard practice and copies of such Change Orders shall be provided to County with each pay application.

8.5.3 The LLC is required to obtain County approval on any Change Order that: 1) significantly changes the general scope, extent or character of the Program or its design including, but not limited to, changes in size or character of construction; 2) modifies specified equipment and/or substitutes materials in Public Use Improvements; and/or 3) changes the Art component, which Change Orders may be granted or denied in County's discretion. County may review other Program changes as deemed appropriate in County's discretion.

## **ARTICLE 9 COMPENSATION FOR SERVICES**

9.1 The County shall timely pay any and all Actual Costs required to be paid by it to the LLC pursuant to the terms of this Agreement, which payments shall be made in accordance with the provisions of this Agreement.



**9.2** The County shall only be required to pay for Actual Costs not exceeding the Budgeted Amount, retroactive from February 3, 2015. Except as otherwise provided in Section 8.3 for Cost Overruns attributable to County, under no circumstance shall the County pay for any other costs of the Program.

### **9.3 Requisition Process**

**9.3.1** On or before the fifth (5<sup>th</sup>) Day of each month, the LLC shall be entitled to submit to the County a payment certification and requisition for Actual Costs incurred, which shall include a copy of the Consultants or Contractor application for payment, certified by the LLC and the applicable Consultant or Contractor in accordance with the requirements of Exhibit G attached hereto. The LLC agrees to deliver to the County such back-up materials as the County may reasonably require, and which the LLC has reasonable access to obtain. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County shall make payments to the LLC in the amounts due to: (a) the Consultant, pursuant to each Consultant Contract; and (b) the Contractor, pursuant to each Construction Contract; within 30 days from the date of receipt of a complete payment certification and requisition from the LLC. The Contractor's application for payment must also be accompanied by the Affidavit set forth in Section 9.3.2 below. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County shall make partial payment of the non-disputed amount and provide notice of the disputed amount and reason for the dispute to the LLC within ten (10) days of receipt of the payment certification and requisition. Said notice shall be considered the initial notice of the dispute resolution procedure set forth in Section 14.1 hereof, and the parties agree to follow the dispute resolution procedure to resolve any such payment disputes.

**9.3.2** With each payment certification and requisition submitted to the County, the LLC shall deliver to the County from each Contractor(s) or Consultant(s) for which payment is requested, as the case may be, fully executed Affidavit of Disbursement of Previous Payments in the amount of the immediately prior payment for the applicable Contractor or Consultant, as the case may be, excepting any claims that remain in dispute. The County shall not release payment for any portion of the Services performed by the Consultant(s) or the Contractor(s), as the case may be, unless the payment certification and requisition submitted to the County is accompanied by the Affidavit of Disbursement of Previous Payments for the Consultant(s) or the Contractor. However, the County may, but shall not be required to, make payments on account of the respective Construction Contract or Consultant's Contract without such affidavit, if the Contractor or Consultant presents to the LLC, and the LLC presents to the County, a consent of surety to such payment, from the Contractor's or Consultant's surety, in form acceptable to the County.

**9.4** The receipt of such payment by the LLC is hereby deemed to be a condition precedent to the LLC's obligation to transmit payments to the Consultant(s) or the Contractor(s). In the event that the County fails to make payment to the LLC in the entire amount of any payment certification and requisition submitted by the LLC, the LLC shall only be obligated to transmit payment to the Consultant(s) or the Contractor(s) in the amount actually received from the County. Notwithstanding the above, the receipt of payment from County is not a condition

precedent to the extent the payment request represents payment to a Consultant(s) or Contractor(s) attributable to a Cost Overrun payable by the LLC pursuant to Section 8.3 herein.

9.5 Upon receipt of payment from the County with respect to any payment certification and requisition, the LLC shall transmit payment to the Consultant or the Contractor, in the exact amount received from the County within five (5) Business Days from the date of the LLC's receipt of such payment from the County.

## **ARTICLE 10**

### **TERM AND TERMINATION**

**10.1** The term of this Agreement shall commence on the Effective Date, shall amend and replace the Developer Agreement (R2015-1071) and shall continue until the earlier of; (a) full completion of all Services and payments contemplated under this Agreement; (b) the date of termination of the Interlocal Agreement if terminated prior to the closing as described in Section 10 therein; (c) the date of the termination of the Sports Facility Use Agreement; or (d) the date of the termination of this Agreement, pursuant to the terms hereof (the "Term").

**10.2** The LLC shall have the right to terminate this Agreement:

- A.** For any reason prior to the sale of the County Bonds, subject to repayment of One Hundred Percent (100%) of the Actual Costs paid to the LLC pursuant to the Due Diligence Agreement and this Agreement.
- B.** Pursuant to the Interest Election, subject to the LLC reimbursing the County fifty percent (50%) of the Actual Costs paid to the LLC pursuant to the Due Diligence and Planning Services Agreement and this Agreement. Notwithstanding the prior sentence, if the election occurs after all conditions precedent to issuance of County Bonds have been fulfilled except that a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, and the election occurs during or after a Referendum Period, then the LLC shall reimburse the County 100% of the Actual Costs at the date of termination.
- C.** In the event any of the conditions precedent set forth in Section 17.1 are not satisfied or waived by March 1, 2016, the provisions of Sections 17.2, 17.3 and 17.4 shall control the LLC's right to terminate this Agreement.
- D.** In the event of termination pursuant to Section 10.2 hereof, payment by the LLC to the County shall be made to County within thirty (30) days of receipt of substantiated bills from County.

**10.3** The County shall have the right to terminate this Agreement:

- A.** For any reason prior to the issuance of the County Bonds, subject to the County making payment to the LLC for Actual Costs accrued to the date of termination of this Agreement. The County shall only be obligated to pay the LLC, and the LLC



shall only be entitled to receive from the County, all Actual Costs accrued to the date of the termination of this Agreement.

- B. In the event any of the conditions precedent set forth in Section 17.1 are not satisfied or waived by March 1, 2016, the provisions of Sections 17.2, 17.3 and 17.4 shall control the County's right to terminate this Agreement.

10.4 The following provisions shall survive termination of this Agreement: Articles 11, 13 and 15, and Sections 4.1A, 4.1D, 12.3, 19.3, 19.4, 19.7, 19.8, and 19.16, **Exhibit F** and **Exhibit J** hereto.

10.5 The Sports Facility Use Agreement shall terminate simultaneously with the termination of this Agreement, pursuant to Sections 10.1(b) or (c), 10.2, or 10.3 hereof, subject to the survival of any provisions which either specifically survive termination or which, by their nature are intended to survive. Termination shall be effective on the Effective Termination Date.

#### **ARTICLE 11** **GUARANTY**

The Teams shall individually guaranty all of the LLC's obligations under this Agreement pursuant to the attached **Exhibits I-1 and I-2**.

#### **ARTICLE 12** **INSURANCE AND INDEMNIFICATION**

##### **12.1 Teams Insurance**

12.1.1 The LLC shall cause the Teams to secure and maintain during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

- A. **Worker's Compensation.** Insurance covering all Team employees including coaching staff and players) meeting statutory limits in compliance with the applicable state and federal laws.
- B. **Commercial General Liability.** Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

- C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the Team with minimum limits of no less than \$1,000,000.00 per accident.

## **12.2 LLC Insurance**

12.2.1 In addition to the requirements of Section 7.2(D) hereof, the LLC shall secure and maintain, or shall cause to be secured and maintained, during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

- A. Workers' Compensation. Insurance covering all LLC employees meeting statutory limits in compliance with the applicable state and federal laws
- B. Commercial General Liability. Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.
- C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the LLC with minimum limits of no less than \$1,000,000.00 per accident.

12.2.2 All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- and Class VII or better.

12.2.3 The County shall be specifically listed as an additional insured (and not as a named insured) for all claims arising in connection with the LLC's operations on the Commercial General Liability Insurance policy and any umbrella policies which may be applicable to the Program (using ISO Form CG2010 10 01 or its equivalent) and the Automobile Policy. The Additional Insureds shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Coverage for the County as an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not, in connection with the operations of the LLC. No policy shall contain a self-insured retention, but may have a deductible.

12.2.4 All of the foregoing insurance provided by the LLC shall: (i) be primary to any and all of the insurance carried by the County, and the County's insurance, if any, shall be in excess of, and not contribute with, the insurance provided by the LLC; and (ii) contain

provisions entitling the County to waive its rights of recovery against any person or entity before loss.

12.2.5 The LLC shall require the Consultant(s) and the Contractor to maintain insurance and bonds as required in the Consultant Contract(s) and the Construction Contract, respectively.

12.2.6 It shall be the responsibility of the LLC to provide initial evidence of the minimum amounts of insurance coverage at the time of Agreement execution to:

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
[pbctracking.com](mailto:pbctracking.com) or Fax: (562) 435-2999

and

Palm Beach County  
c/o Capital Improvements Division, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5604.

12.2.7 Subsequently, the LLC shall, during the term of the Agreement, and prior to each renewal thereof, provide such evidence to ITS at [pbctracking.com](mailto:pbctracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

12.2.8 Within five (5) Business Days of the County's written request to do so, the LLC shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

12.2.9 The County's Risk Management Department, shall have the right, but not the obligation, to review, reject or accept insurance policies, limits, coverages and endorsements for compliance with the terms of this Article 12 throughout the Term of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition (it being understood and agreed that an A.M. Best rating of A- and Class VII or better is acceptable) or by way of illegal operation, in the County's reasonable discretion. The County shall provide the LLC written notice of such action and the LLC shall agree to cure or comply with such action within thirty (30) days receipt thereof.

### **12.3 Indemnification**

12.3.1 For purposes of this Section 12.3 only the "County Indemnified Parties" means the County, including each of its respective agents, employees and elected officials.

### **12.3.2 Indemnification by LLC.**

12.3.2.1 The LLC agrees to protect, defend, reimburse, indemnify and hold County Indemnified Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any Person, arising out of, or in incident to, or in connection with; (i) the Services performed pursuant to this Agreement, (ii) the use of the Site, including but not limited to, the driveways, sidewalks, walkways, entrances and exits from the Site, (iii) any act or omission of the LLC Parties, and/or (iv) the LLC's performance, non-performance or purported performance under this Agreement.

12.3.2.2 The LLC further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from LLC Parties' activities pursuant to this Agreement, whether or not LLC was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the LLC Parties' activities.

12.3.2.3 In case County shall be made a party to any litigation commenced against the LLC Parties or by the LLC Parties against any third party related to the LLC Parties activities or obligations pursuant to this Agreement, then LLC shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

12.3.2.4 The foregoing indemnification shall not apply to the extent any claims, liability, expenses, loses, fines and damages arises from the negligent or willful acts of the County Indemnified Parties.

## **ARTICLE 13** **LIMITATION OF REMEDIES**

13.1 The County knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the LLC, its Affiliates, members, officers, directors, employees, agents, servants and representatives of any and all of the foregoing, for any damages attributable to any Consultant, Contractor, or Subcontractor, respectively, as set forth in Section 13.1.1 and Section 13.1.2, provided the LLC fulfills its obligations in good faith and seeks recovery on behalf of County as set forth herein, provided, however, the foregoing shall not limit the LLC's obligations to pay for Cost Overruns as provided in Section 8.3 hereof. Notwithstanding the prior sentence, and for the avoidance of confusion, nothing herein shall be interpreted as precluding the County from exercising any rights it may have under the Guaranties set forth in Exhibits I-1 and I-2 hereto.

13.1.1 In the event that the LLC requires the Contractor to perform any obligation under the Construction Contract, and the Contractor fails to do so, or performs in a deficient or nonconforming manner, the LLC shall issue notice to the Contractor, requiring the Contractor to perform, correct or replace the Work, or the applicable portion thereof, in accordance with the

Construction Contract. In the event that the LLC requires a Consultant to perform any obligation under a Consultant Contract and the Consultant fails to do so, or prepares instruments of service in a deficient manner, the LLC shall issue notice to such Consultant, requiring such Consultant to perform in accordance with the Consultant Contract, or to correct the deficiencies in its instruments of service, whichever is appropriate.

13.1.2 Notwithstanding any other provision of this Agreement to the contrary, the LLC hereby agrees to seek recovery: (i) directly from a Consultant, its surety or insurers, for any damages that the LLC, Teams and/or County may incur as a result of such Consultant's failure to perform in accordance with the Consultant Contract, or the Consultant's deficient or nonconforming performance under the Consultant Contract, as the case may be, or as a result of such Consultant's negligence; or (ii) directly from the Contractor, its surety and insurers, for any damages that the County, Teams and/or the LLC may incur as a result of the Contractor's failure to perform in accordance with the Construction Contract, or the Contractor's deficient or nonconforming performance under the Construction Contract, as the case may be, or as a result of such Contractor's negligence.

13.1.3 In performing its obligations under Sections 13.1.1 and 13.1.2 hereof, the LLC shall have the right to consult with the County to seek a waiver of the obligation to bring an action, which may be granted or denied in the County's sole discretion, and to the extent the County provides a written waiver of such requirement, the LLC is not required to bring such action.

13.2 The LLC knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the County for any damages attributable to any Consultant, Contractor, or Subcontractor, respectively, as set forth in Section 13.1.1 and Section 13.1.2 herein.

13.3 The LLC knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the County for any damages caused by, or resulting from, delays in the Program unless such delays are directly attributable to the County's negligent or willful nonperformance of a material term of this Agreement; provided, however, the foregoing shall not limit the County's obligations to pay for Cost Overruns as provided in Section 8.3 hereof.

13.4 Notwithstanding anything contained herein, the County may, at its sole option, pursue recovery against a Consultant and/or Contractor as set forth in Section 13.1.1 or 13.1.2 for County damages, in collaboration with, or in place of, the LLC. Additionally, in the event that the LLC is in default of any of its obligations under this Agreement, the County may pursue any and all remedies that it may have against the LLC, available at law and in equity, subject to the requirements of Article 14 of this Agreement. Notwithstanding the above, it is acknowledged by the County, however, that except for those provisions intended to survive the termination of this Agreement as set forth in Section 10.4 hereof, such liability to the County shall cease at the same time as the Contractor's liability to the LLC ceases pursuant to the Construction Contract.

13.5 All parties hereto recognize that the LLC is a limited liability company whose sole managers as of the Effective Date are Arthur Fuccillo and Giles Kibbe. All parties hereto agree that no present or future manager or member of this LLC shall have any liability or obligation

whatsoever directly or indirectly, personal or otherwise, under this Agreement (other than pursuant to the Guaranties attached hereto as Exhibits I-1 and I-2) under any legal or equitable theory. All parties further agree that no present or future manager or member shall directly or indirectly have any liability or obligation under any related agreement or agreement entered into in connection herewith, nor under any related understanding or undertaking, except if and to the extent such manager or member shall have executed an agreement expressly agreeing to such liability. No party to this Agreement shall name or serve any manager or member in any proceeding, suit or claim in violation of this paragraph. This paragraph shall not preclude any claim against the LLC as a limited liability company, nor shall this paragraph preclude any claim brought to enforce the provision of the Guaranties.

## **ARTICLE 14**

### **DISPUTE RESOLUTION; DEFAULT**

#### **14.1 Dispute Resolution**

The LLC and the County agree to make every reasonable effort to resolve any dispute under this Agreement prior to either party's proceeding to file suit due to a default by the other party. Accordingly, in the event of a dispute related to the performance of either the LLC or the County under this Agreement, the LLC and the County agree not to file a lawsuit until they have engaged in an expedited dispute resolution process including mediation, the parameters of which are to be agreed upon by the parties. The process is initiated by delivery of written notice to the other party, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation sessions shall be within thirty (30) days from the initiating notice. The parties agree to share equally in the costs and expenses of the mediation and to each bear their own attorneys' fees and costs. This Section 14.1 shall not apply to the termination of this Agreement by a party for a reason other than a default by the other party.

#### **14.2 LLC's Default**

##### **14.2.1 The LLC shall be in default upon:**

- A. The filing by the LLC of a petition commencing a voluntary proceeding under the Federal Bankruptcy Code or any other federal, state or local law or statute pertaining to bankruptcy or insolvency; a general assignment by the LLC for the benefit of creditors; an admission in writing by the LLC of its inability to pay debts as they become due; the filing by the LLC of any petition or answer in any proceeding seeking for itself, or consenting to, or acquiescing in any insolvency, receivership or similar relief under any laws pertaining to bankruptcy or insolvency, or the filing by the LLC of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of a petition filed against it in any such proceeding; the seeking or consenting to, or acquiescence by the LLC in the appointment of any custodian, trustee, receiver or liquidator of it, or any part of its property; and the commencement against the LLC of any involuntary proceeding under the Federal Bankruptcy Code, or a



proceeding under any law or statute pertaining to insolvency, which case or proceeding is not dismissed or vacated within Ninety (90) Days; or

- B. The failure of the LLC to transmit amounts due to any Contractor or any Consultant under any Consultant Contract or any Construction Contract, after receipt of Actual Costs from County, unless the monies due represent a Cost Overrun attributable to the LLC as provided in Section 8.3, as and when due under this Agreement, provided that the County has provided to the LLC written notice of such failure, and such failure continues for fifteen (15) Days after the receipt by the LLC of such written notice; or
- C. The failure of the LLC in the performance of any material obligations under this Agreement, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) Days following the receipt by the LLC of such written notice from the County, or, provided that such failure cannot be cured within such thirty (30)-Day period, if the LLC does not commence to cure such failure within such thirty (30)-Day period and thereafter diligently pursue the cure of such failure.

### **14.3 County's Default**

#### **14.3.1 The County shall be in default upon:**

- A. The failure of the County to pay the LLC amounts due to the LLC under this Agreement, as and when due, provided that the LLC has provided to the County written notice of such failure, and such failure continues for fifteen (15) Days after the receipt by the County of such written notice; or
- B. The failure of the County in the performance of any material obligations under this Agreement, provided that the LLC has provided the County with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) Days, following the receipt by the County of such written notice from the LLC, or, provided that such failure cannot be cured within such thirty (30)-Day period, if the County does not commence to cure such failure within such thirty (30)-Day period and thereafter diligently pursue the cure of such failure.

### **14.4 LLC Remedies**

Upon a default by the County, the LLC shall have the right to: (1) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; and/or (2) seek dispute resolution pursuant to Section 14.1 herein to resolve said dispute; and/or (3) subject to the requirements of Section 14.1, seek specific performance of the terms of this Agreement. In the event the LLC is

unable to obtain specific performance of this Agreement for any reason, the LLC shall have such other remedies as available by law or in equity as a result of such default.

#### **14.5 County Remedies**

Upon a default by LLC, County shall have the right to: (1) grant the LLC a reasonable period of time within which to cure such default during which time the LLC shall utilize the LLC's best efforts, including bringing suit, to remedy such default; and/or (2) seek dispute resolution pursuant to Section 14.1 herein to resolve said dispute; and/or (3) subject to the requirements of Section 14.1, seek specific performance of the terms of this Agreement. In the event County is unable to obtain specific performance of this Agreement for any reason, County shall have the rights to terminate this Agreement and the Sports Facility Use Agreement and to seek recovery pursuant to the Guaranty of each Team as provided in Article 11 and shall have such other remedies as available by law or in equity as a result of such default.

#### **14.6 Florida Statute §288.11631**

Notwithstanding anything herein to the contrary, the LLC shall comply with and remit any payments required under Section 288.11631, Florida Statutes.

### **ARTICLE 15 LIMITATIONS OF LIABILITY**

#### **15.1 Consequential Damages**

- A.** The County hereby knowingly, voluntarily and intentionally waives any claims against the LLC Parties for any incidental, special, punitive, indirect, or consequential loss or damage, under contract, or in tort (including negligence, fault and strict liability), warranty, or any other theory of law or equity of any nature arising, at any time, however the same may be caused, including the fault or negligence of the LLC Parties.
  
- B.** The LLC knowingly, voluntarily and intentionally waives, and will cause the LLC Parties to waive, any claims against the County for any incidental, special, punitive, indirect, or consequential loss or damage, under contract, or in tort (including negligence, fault and strict liability), warranty, or any other theory of law or equity of any nature arising, at any time, however the same may be caused, including the fault or negligence of the County. In the event the LLC Parties do not waive any claims against the County as required in this paragraph, the LLC agrees to indemnify, defend, and save harmless the County from all such claims made by the LLC Parties against the County, including reasonable attorneys' fees and costs.



**ARTICLE 16**  
**COUNTY'S AND LLC'S REPRESENTATIONS**

**16.1 LLC Representations**

The LLC represents and warrants to the County that, as of the date of this Agreement:

- A. **Corporate Standing.** The LLC is a duly organized limited liability company, validly existing and in good standing under the laws of the State of Florida, is qualified to do business in the State of Florida and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and will not violate any material provision of any Public Laws, or violate any material provisions of the LLC's Articles of Organization or any other agreement or instrument to which it is a party or by which it or its property may be bound or affected.
- B. **No Violation of Law.** The LLC is not in violation of any applicable Public Laws, which violations, individually or in the aggregate, could adversely affect its ability to perform its obligations under this Agreement.
- C. **Consents.** To its knowledge and except as provided in Article 17 of this Agreement, neither the execution and delivery by the LLC of this Agreement nor the consummation of any of the transactions by the LLC that may be contemplated hereby requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any regulatory authority or agency.
- D. **Execution and Delivery.** This Agreement has been duly executed and delivered by the LLC and constitutes the legal, valid and binding obligation of the LLC enforceable in accordance with the terms hereof.
- E. **Litigation.** The LLC is not a party to any legal, administrative, arbitration, investigative (to the best of its knowledge) or other proceeding or controversy pending or, to the best of its knowledge, threatened, which could have a material adverse effect on its business, operations, condition (financial or otherwise) or its ability to perform under this Agreement.

**16.2** The LLC further agrees that it will notify the County immediately if at any time prior to completion of the Services under this Agreement any of the foregoing representations ceases to be accurate and complete in any material respect.

**16.3** The County represents and warrants to the LLC that, as of the date of this Agreement, the County is a duly organized and validly existing political subdivision of the State of Florida; that this Agreement has been authorized by all necessary bodies and parties required for its execution, is validly executed by the County, and is binding upon and enforceable against the County in accordance with its terms.

**ARTICLE 17**  
**CONDITIONS PRECEDENT TO ISSUANCE OF COUNTY BONDS**

**17.1** The obligation of the County to issue County Bonds is expressly subject to each of the following conditions precedent having been satisfied:

- A.** The full execution and effectiveness of the Operative Agreements, including, specifically, the effectiveness of the Interlocal Agreement without the need for a referendum pursuant to Section 2-31(27)(f) of the City Code of Ordinances. For clarity, in the event a referendum is required and the referendum passes, then the condition precedent set forth in Section 17.1(A) will remain unsatisfied. If a referendum is required and fails, then said condition precedent shall be deemed satisfied as long as said referendum occurs within the timeframe set forth herein or any extension agreed to by the parties;
- B.** The County's receipt of the Funding Certification Letter;
- C.** Satisfactory completion of all due diligence requirements for the proposed Facility, and having obtained approval or conditional permits and approvals, or both parties having agreed that permits and approvals will be obtained as required for the development and construction; and
- D.** The approval of this Agreement by Major League Baseball, if required.

**17.2** In the event the conditions precedent of Section 17.1 (A), (C) and/or (D) are not either satisfied or waived by March 1, 2016, and such failure of condition precedent is not the result of the County's failure to act consistently with the Operative Agreements, then either party may terminate this Agreement by written notice to the other party, and the LLC shall reimburse the County one hundred percent (100%) of the Actual Costs paid to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement to the date of termination.

**17.3** In the event the conditions precedent of Section 17.1 (B) is not satisfied or waived by March 1, 2016, and such failure of condition precedent is not the result of the LLC's or the County's failure to act consistently with the Operative Agreements, then either party may terminate this Agreement by written notice to the other party, and the LLC will pay to County fifty percent (50%) of the Actual Costs paid by County to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement, to the date of termination.

**17.4** The parties may agree to an additional amount of time for compliance with Conditions Precedent.

**17.5** Neither party may terminate pursuant to Section 17.1(A) without first discussing with the other party the option of extending the time to allow for the full execution and effectiveness of the Operative Agreements, including the option of extending the March 1, 2016 date to a date after the referendum required pursuant to Section 2-31(27)(f) of the City Code of Ordinances.

**ARTICLE 18**  
**ASSIGNMENT**

This Agreement is for the professional services of the LLC and may not be assigned by the LLC without the prior written consent of the County, which consent may not be unreasonably withheld, conditioned or delayed, unless the proposed assignee cannot reasonably demonstrate to the County that it can perform the obligations of the LLC under this Agreement, in which case the consent of the County may be withheld in the County's sole discretion; provided however, the LLC shall have the right to assign this Agreement to an Affiliate of the LLC upon prior written notice to the County, provided that such assignment shall be subject to all of the terms and conditions of this Agreement. The County shall not be entitled to assign this Agreement without the consent of the LLC. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

**ARTICLE 19**  
**MISCELLANEOUS PROVISIONS**

**19.1 Public Entity Crimes**

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the LLC certifies that it, and to the best of its knowledge, information and belief, its Affiliates, suppliers, Subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Subsection 287.133(3)(a), Florida Statutes. The LLC will contractually obligate the Contractor to submit to the LLC, and to cause its Subcontractors and consultants to submit to the LLC, the certification set forth in this Section 19.1, with respect to such Subcontractors and Consultants.

**19.2 Contingent Fees**

The LLC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LLC to solicit or secure this Agreement and that it has not paid or agreed to pay any Person other than a bona fide employee working solely for the LLC, any fee commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**19.3 Access and Audits and Public Records**

19.3.1 The LLC shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents in Palm Beach County as required in this Section for the purpose of inspection or audit during normal business hours, at the LLC's place of business, provided that (a) the County notifies the LLC no less than thirty (30) Days prior to the date of such inspection or audit, and (b) the number of such inspections or audit shall be limited to One (1) per calendar year. The LLC agrees to make available to the County, at the County's request, and at the County's sole cost and expense, all documents and materials pertaining to the Program as required by this Section 19.3.1, if after three (3) years, then still in the possession of the LLC.

19.3.2 The LLC shall comply with the requirements of §119.0701, Florida Statutes, as amended. Specifically LLC shall:

- A. Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform the services as provided under this Agreement.
- B. Maintain all public records in a readily accessible, organized format consistent with the requirement of identifying, retrieving and providing prompt and frequent access to records.
- C. Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.
- D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements pursuant to Florida Statute are not disclosed, including but not limited to, records that are exempt pursuant to § 255.047, Florida Statutes and §125.0104(9), Florida Statutes, except as may be authorized by law.
- E. Redact part of a record if an exemption applies to part of a record, while producing the remainder of the record and providing the statutory exemption citation that exempts the portion of the record.
- F. If responding that an entire record is exempt, respond by stating the basis of the exemption and providing the statutory exemption citation.
- G. If requested, provide in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.
- H. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the LLC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

19.3.3 Failure to comply with the requirements of Section 19.3 herein constitutes a material breach of this Agreement.

#### **19.4 Inspector General**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421--2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the LLC, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **19.5 Indebtedness**

The LLC shall not pledge the County's credit or make it a guarantor of payment or a surety for any contract, debt, obligation, judgment, lien or any form of indebtedness; provided however, this provision shall not be deemed or construed to abrogate or diminish the County's obligations under the Operative Agreements. The LLC further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **19.6 Notice**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Any notice required to be given hereunder shall be in writing and mailed, postage prepaid, by United States Certified or Registered Mail, Return Receipt Requested, or dispatched by overnight courier, address to the parties as follows, unless a different address is later designated by either party under this notice provision:

For notice to the LLC:

Giles Kibbe  
HW Spring Training Complex, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002

And

Arthur Fuccillo  
HW Spring Training Complex, LLC  
Lerner Enterprises  
2000 Tower Oaks Boulevard - Eighth Floor  
Rockville, Maryland 20852

**With copies to:**

**Houston Astros, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002  
Attention: Reid Ryan**

**And**

**Washington Nationals Baseball Club, LLC  
Mark D. Lerner  
Vice Chairman & Principal Owner  
Nationals Park  
1500 South Capitol Street, SE  
Washington, DC 20003**

**And**

**Brian M. Seymour, Esq.  
Gunster  
777 S. Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401**

**For notice to the County:**

**County Administrator  
301 North Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, FL 33401**

**With Copies to:**

**County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401**

**And**

**Director of Office of Financial Management  
301 North Olive Avenue, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401**

**And**

**Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411**

Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days' prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt. Notices may be given, on behalf of a party, by the attorney for such party in accordance with the terms of this Section 19.6.

#### **19.7 Governing Law and Venue**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **19.8 WAIVER OF JURY TRIAL**

THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND THE LLC TO ENTER INTO THIS AGREEMENT.

#### **19.9 Construction**

In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

#### **19.10 Binding Effect**

The covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals thereof, shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto as if there were in every case named and expressed and wherever reference is made to any of the parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such party as if in each and every case so expressed.

#### **19.11 Further Instruments**

The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Agreement whenever the occasion shall arise and request for such instrument shall be made.

#### **19.12 Integration and Merger**

This Agreement shall constitute the full and complete understanding between the parties as to the matters addressed herein. There are no oral understandings, terms or conditions and no party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions, whether with a party to this Agreement or any partner of a



party, are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented except by an agreement in writing and signed by the parties to this Agreement.

**19.13 Severability**

If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**19.14 Compliance with Laws**

None of the Parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the development, construction, use, operation and occupancy of the Facility under the terms of this Agreement.

**19.15 Exhibits**

All exhibits referenced in this Agreement are incorporated into this Agreement by such reference and shall be deemed to an integral part of this Agreement.

**19.16 Attorney's Fees**

In the event of litigation or arbitration arising under, or in connection with, this Agreement, each party shall bear and be responsible for their own attorneys' fees and costs at the pre-trial, trial and appellate levels. This provision shall survive the termination of this Agreement for any reason.

**19.17 Survival**

The warranties and indemnities provided under this Developer Agreement shall survive for a period of One Year after Substantial Completion of the Facility; however, the rights and obligations under Article 13 and Section 10.4 shall survive during the entire term of the Sports Facility Use Agreement.

**19.18 Amendments**

No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both parties hereto. No change, amendment or modification of this Agreement shall be deemed to be made by either party on the basis of any action or failure to act by either party or by the course of performance, course of dealing, or course of conduct of either party.

**19.19 Captions**

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

**19.20 No Waiver**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor



deprive that party any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

#### **19.21 Force Majeure**

Except as otherwise provided herein, neither party shall be in default under, or breach of, this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by County), or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the parties which was not avoidable in the exercise of reasonable care and foresight. The party claiming the occurrence of a Force Majeure event shall promptly notify the other party of such occurrence, and the likely duration and termination thereof.

#### **19.22 Counterparts**

Provided that all parties hereto execute an original of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **19.23 No Agency**

The LLC is, and shall be, in the performance of all Services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the LLC's sole direction, supervision, and control, except for those persons engaged in a peer review pursuant to Section 5.3 hereof. The LLC shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the Services, and in all respects the LLC's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The LLC does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **19.24 Non-Discrimination**

The LLC warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The LLC has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in R-2014-1421, as amended, or in the alternative, if the LLC does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the LLC will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

**19.25 Third Party Beneficiary**

The Teams are intended third party beneficiaries of this Agreement. Except for the Teams, no provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the LLC. The County is an intended third party beneficiary of all Construction Contracts and Consultant Contracts, and all subcontracts thereto. The LLC shall provide copies of this Agreement to the Consultants and the Contractor.

**19.26 Nature of the Parties Obligations**

19.26.1 It is understood and agreed that the LLC is acting as an independent contractor in the performance of its services and responsibilities hereunder, and nothing herein shall be deemed to create a joint venture, agency or partnership relationship between the County and the LLC.

19.26.2 The obligation of the County to pay any amounts required under this Agreement shall constitute a revenue obligation of the County payable solely from the Budgeted Amount and, where applicable, legally available non-ad valorem revenues of the County and shall not in any way be construed to be a debt of the County in contravention of applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of the County. Neither the County, the State of Florida, nor any political subdivision or agency thereof shall be obligated to pay any sums due under this Agreement from compelled levy of ad valorem or other taxes, and neither the full faith and credit nor the taxing power of the County, the State of Florida or any political subdivision or agency thereof are pledged for payment of such sums due under this Agreement.

**19.27 Annual Appropriations**

The County's performance and obligation to pay under this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**19.28 Construction**


No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any article, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

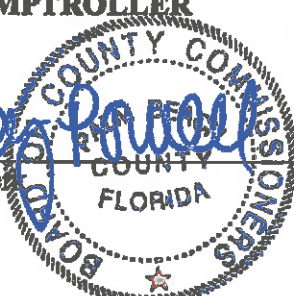
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as the day first written above.

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

R2015-1522 OCT 20 2015  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By:   
Deputy Clerk

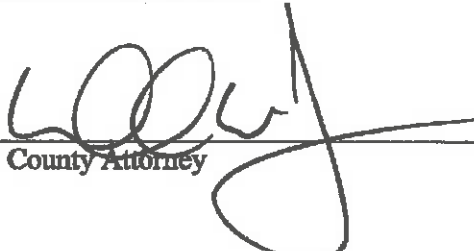


The seal is circular with a double border. The outer border contains the text "PALM BEACH COUNTY COMMISSIONERS" at the top and "BOARD OF COUNTY COMMISSIONERS" at the bottom. The inner border contains "PALM BEACH COUNTY" at the top and "FLORIDA" at the bottom. A five-pointed star is located at the bottom center of the seal.

By:   
Shelley Vana, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

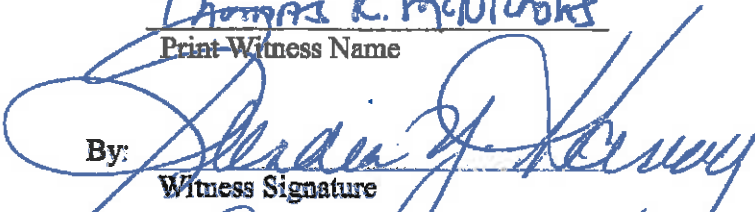
**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC, a  
Florida Limited Liability Company**

By:   
Witness Signature

By:   
Arthur Fuccillo, Manager

Thomas R. McNichols  
Print Witness Name

By:   
Witness Signature

Glendia J. Harvey  
Print Witness Name

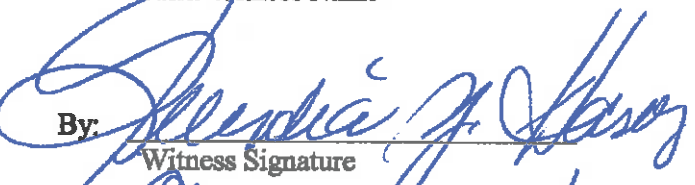
**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC,  
a Florida Limited Liability Company**

By:   
Witness Signature

By:   
Giles Kibbe, Manager

Thomas R. McNichols  
Print Witness Name

By:   
Witness Signature

Stendia Y. Harvey  
Print Witness Name

EXHIBIT A  
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID LANDS BEING A PORTION OF THE PLAT OF THE PUBLIC WATER SUPPLY AREA WEST PALM BEACH WATER COMPANY, AS RECORDED IN PLAT BOOK 23, PAGES 149 AND 150 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE S.87°45'40" E., ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 513.11 FEET TO THE NORTHEAST CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, AND BEGINNING; THENCE CONTINUE S.87°45'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 1,674.92 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.01°47'54"W. ALONG THE WEST LINE OF SAID RETENTION AREA, A DISTANCE OF 261.46 FEET; THENCE S.87°47'46"E. ALONG THE SOUTH LINE OF SAID RETENTION AREA, A DISTANCE OF 438.30 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.02°40'54"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 848.33 FEET; THENCE S.03°41'15"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1517.89 FEET; THENCE N.88°08'01"W. ALONG A LINE 50.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2,080.84 FEET; THENCE N.02°27'51"E., A DISTANCE OF 390.13 FEET; THENCE N.86°00'41"W., A DISTANCE OF 217.70 FEET; THENCE N.04°33'50"E., A DISTANCE OF 922.84 FEET; THENCE N.86°00'00"W., A DISTANCE OF 323.67 FEET; THENCE N.04°55'38"E., A DISTANCE OF 175.20 FEET; THENCE N.49°23'30"E., A DISTANCE OF 35.68 FEET; THENCE N.04°55'39"E., A DISTANCE OF 60.01 FEET; THENCE N.40°35'00"W., A DISTANCE OF 51.86 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD, SAID RIGHT-OF-WAY LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1, PER POSTING AND VIEWING AT COUNTY COMMISSION MEETING DATED JULY 5, 1925; THENCE N.04°55'38"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 603.73 FEET; THENCE N.51°47'07"E. ALONG THE SOUTHEASTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, A DISTANCE OF 633.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.  
CONTAINING 6,160,376 SQUARE FEET/141.423 ACRES MORE OR LESS.

**EXHIBIT B**  
**MINIMUM REQUIREMENTS**

The following are the minimum requirements for the Program

- A baseball stadium containing a minimum of 6,400 ticketed seats and a minimum of 1,000 grass berm seats together with supporting components, such as concession stands, public and family toilets, novelty stores, ticket sales offices, administrative offices, windows and box offices;
- Two clubhouses consistent with the size, features and amenities typical of MLB clubhouses constructed within the last five (5) years, each which includes locker rooms, steam room, sauna, coaches conference room and lounge, video room, training staff locker room, and storage, physician exam room, hydrotherapy room, weight room, kitchen, laundry, indoor and outdoor dining, equipment room;
- Four Major League practice fields;
- Eight Minor League practice fields;
- Two agility fields;
- Covered and outdoor batting cages;
- Major and Minor League pitching mounds;
- Pedestrian access to the Minor League practice fields, clover leaf, and the Major League practice fields;
- 3,000 parking spaces, of which a minimum of 1500 will be grassed parking, which, in the Buffer Area, are convertible to a minimum of 5 regulation size adult soccer fields in the non-training season;
- other supporting training spaces, such as a maintenance compound;
- a public art feature coordinated and approved by the County's Art in Public Places Administrator; and
- any other improvements and/or infrastructure necessary to create a fully functional and code compliant Facility.

**EXHIBIT C**  
**CONSULTANT AND CONTRACTOR SELECTION PROCEDURES**

**Planning Consultant**

The Work will include all of the land planning, land development and permitting coordination.

The Selection Committee interviewed the two planning firms which currently hold continuing contracts with Palm Beach County. On February 5, 2015, the Selection Committee chose Urban Design Kilday Studios.

**Environmental Consultant**

The Work will include, among other things, all of the environmental analysis and geotechnical investigation required of an experienced environmental engineering and geotechnical consultant in the State of Florida and will include consideration of the Site specific considerations of the property.

The Selection Committee interviewed the three environmental assessment consultants which currently hold continuing contracts the Palm Beach County. On February 17, 2015, the Selection Committee chose URS Corp.

**Program Manager**

The Consultant, and any sub-consultant working thru consultant, shall serve as the Teams' Program Manager, also referred to as program manager, for the development of the Facilities. The duties may include, but are not limited to:

- a. Develop, monitor and administer Program Cost Estimate and Program Budget.
- b. Develop, monitor and administer Program Schedule.
- c. Oversee the development of the architectural program and act as primary contact with the Teams and all other sponsors, agencies and users of the Facility.
- d. Assist in the development and negotiations of Consultant Contracts.
- e. Coordinate the activities of consultants.
- f. Review value engineering efforts of design professionals and make recommendations to the Teams.
- g. Assist in the permitting and approval process in conjunction with legal counsel and other Consultants.
- h. Provide technical support for land acquisition efforts.
- i. Make recommendations to the Teams on the most appropriate delivery method and assist with pre-qualifying and selecting Contractor.
- j. Administer the Construction Contract.
- k. Evaluate and negotiate change orders and claims on behalf of the Teams.
- l. Coordinate the procurement of all Furniture, Fixtures & Equipment, including baseball specific items.
- m. Plan and implement transition, occupancy and commissioning of all improvements.



- n. Act as an extension of the Teams' staff on any matter related to this Program that is assigned by the Teams.
- o. Assist with selection of Architectural and Design Professional Services.
- p. Coordinate the design and construction of all sponsorship and revenue related aspects of the Program including concessions and other third-party involvement.
- q. Coordinate vendor review and comment on Program-specific elements including but not limited to Food Service, Concessions, AV/IT, and Broadcast facilities.
- r. Coordinate the introduction and integration of Team operational, food service, and maintenance staffs during the start-up and pre-opening phases.
- s. Coordinate the close-out of all contracts and the establishment of organized reference and as-built files.
- t. Any other responsibilities generally consistent with those listed above in the managing of the Program.

Experience with stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local permitting agencies (e.g. City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also encouraged.

The solicitation was publically advertised with responses received on February 13. The minimum requirements for the responses were identical to that required in County competitive Request for Proposals for similar services. The Selection Committee convened and made its final decision based on the following point structure.

<b>Category</b>	<b>Points</b>
<b><i>SBE Participation</i></b>	
Percentage of SBE (as set forth below)	10
<b><i>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals)</i></b>	
Experience with sports stadiums	20
Experience with baseball stadiums	15
Experience with spring training facilities	20
Experience with multi-team spring training facilities	10
Experience with permitting with local agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation and South Florida Water Management District)	3
Experience with development of former land fill sites, or in the alternative other potentially environmentally sensitive properties.	2
<b><i>Performance</i></b>	
Ability to meet strict deadlines	10
Demonstrated ideas for cost effectiveness	5
Financial capability and capacity to perform	5
<b>Total</b>	<b>100</b>

The Selection Committee interviewed responders on February 17, 2015 and chose Stranix Associates.

### **Architectural/Design Professionals**

Design Professionals with experience with stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local permitting agencies (e.g. City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also preferred. The lead architect must be certified by Palm Beach County as well as sub-consultants. The lead architect must be licensed to do business in the State of Florida, including the ability (either thru itself or sub-consultants) to sign and seal drawings.

The Consultant shall serve as the Teams professional architectural and design representative for the architecture, design and construction administration phases of the development of the Facilities. This shall include, but not be limited to:

- a. **Architectural Design**
- b. **Civil Engineering, including drainage, utilities, water management, water use (including reclaimed water), Site development and roadway production.**
- c. **Traffic Engineering, including traffic performance analysis and signalization**
- d. **Mechanical, Electrical, Plumbing and Fire Protection**
- e. **Lighting**
- f. **Acoustical and Sound Engineering**
- g. **Life Safety**
- h. **Signage**
- i. **Survey and Site Controls**
- j. **Audio-Visual and Broadcast**
- k. **Furniture, Fixtures & Equipment, including baseball specific items.**
- l. **Telephone and Data**
- m. **Food services, including specialty food service**
- n. **Security**
- o. **Field Design, for both major league spring training and minor league fields**
- p. **Structural Engineering**
- q. **Geotechnical engineering, specially related to the Facilities and related offsite improvements (e.g. roadways)**
- r. **Theming and Sponsorships**
- s. **Interior Design**
- t. **Construction Administration**
- u. **Other sub-disciplines the lead architect or the Teams deem appropriate.**

The solicitation was publically advertised with responses received on February 23. The minimum requirements for the responses were identical to that required in County CCNA solicitations. The Selection Committee convened and made its final decision based on the following point structure.

<b>Category</b>	<b>Points</b>
<b><i>SBE/Local Participation</i></b>	
Percentage of SBE (as set forth below)	10
Percentage of Local Business (Palm Beach County) in addition to SBE	10
Volume of previous work with Palm Beach County	10
<b><i>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals).</i></b>	
Experience with sports stadiums	13
Experience with baseball stadiums, including major league stadiums, minor league stadiums and/or spring training stadiums.	8
Experience with spring training facilities specifically	13
Experience with multi-team spring training facilities specifically	8
Experience with permitting with local agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation and South Florida Water Management District)	3
Experience with development of former land fill sites, or in the alternative other potentially environmentally sensitive properties.	2
LEED AP Certifications, including LEED Proven Provider Certification	2
Awards received for similar project design and development	4
<b><i>Performance</i></b>	
Ability to meet strict deadlines	7
Demonstrated ideas for cost effectiveness	5
Financial capability and capacity to perform	5
<b>Total</b>	<b>100</b>

The Selection Committee interviewed responders on February 25, 2015 and chose the team lead by HKS.

**Construction Manager**

Construction Managers with experience in stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local contracting environment and local permitting agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also encouraged. The Construction Manager must be a licensed General Contractor in the State of Florida qualified firms to provide construction management services for the ultimate construction of the Facilities on a Guaranteed Maximum Price basis. The selected Construction Management firm will function as a general contractor responsible for publicly bidding trade contracts, all scheduling and coordination of the Program,

and the successful, timely, and economical completion of the Program. The selected Construction Manager (CM) will also provide preconstruction services.

In coordination with and/or at the direction of the Teams, the Construction Manager shall provide all services usually and customarily provided by CM at Risk general construction contractors in Florida for Programs of the size and scope of the Facilities. Those services shall begin immediately upon selection by the Teams and shall include, but not be limited to, the following:

- A. Develop a comprehensive approach to completion of the Program in compliance with the Teams' required construction schedule and overall budget requirements and limitations.
- B. Advise key stakeholders on procedures, design sequence and phasing, coordination and scheduling of the Work
- C. Provide design, estimating and constructability reviews and advise on availability of materials and labor
- D. Provide preconstruction budgeting support related to overall Program cost and associated costs of alternative designs or materials, life-cycle data, and possible cost reductions without loss of utility or performance.
- E. Provide Value Engineering analysis as required during the entirety of the Program.
- F. Provide an integrated design and construction schedule that addresses all design, procurement, and construction activities and sequences.
- G. Provide recommendations on phasing and the need and impact of any necessary accelerated, fast-tracked or phased construction
- H. Provide preliminary total Program Cost Estimates with comparisons to preliminary budget expectations. Generate alternative design and cost reduction alternatives to the degree they are needed to reduce the Program cost relative to the established budget.
- I. Develop an organization chart, for Teams' approval, reflecting the proper number and experience of staff necessary to carry out the complete construction of the Program.
- J. Generate a potential subcontractor bid list and maintain an active program of subcontractor solicitation to generate and determine market strength in all necessary disciplines.
- K. Develop a Bid List for the Teams' approval.
- L. Draft all invitations and solicitations for bid.
- M. Assemble all bid solicitation packages.
- N. Solicit, receive, review, and present all bid results to the Teams in the form of a Guaranteed Maximum Price (GMP) using the CM at risk format under Florida law.
- O. Provide a payment and performance bond as required by the Teams.
- P. Purchase all Subcontractors as required to meet the established Program schedule, ensuring that the full scope of the completed Program is included in the GMP
- Q. Ensure that all necessary trade permits are acquired for commencement of Work
- R. Properly staff the Program to ensure efficient leadership and proper oversight of all construction operations.
- S. Provide information and support to LEED certification activities, as required.
- T. Conduct weekly Owner, Architect, Contractor meetings to review Program progress and ensure integrated Program management.

- U. Coordinate the work with the Teams' requirements related to Furniture, Fixtures & Equipment, sponsorship, third-party vendors, Team consultants, and Team operations.
- V. Manage and administer Program cost and change order issues. Prepare all pay requisitions and coordinate any sales tax exemption procedures with local County officials to maximize savings to the Program.
- W. Develop and execute an operations start-up and commissioning schedule that allows phased, early, Team and vendor occupancy prior to Program completion, as required for specific specialty areas including but not limited to concessions, AV/IT, sponsorship, and team operations areas.
- X. Develop a program for phased punch list development, completion and turnover.
- Y. Develop a schedule of required County and other regulatory inspections necessary for phase occupancy and operations of the ballpark and training facilities.
- Z. Provide stand-by trade support during initial facility and ballpark operations, including initial team and public events to ensure immediate reaction to system failures or start-up difficulties.
- AA. Create a comprehensive library of Record Drawings, submittals and spare inventory for Team operational use.
- BB. Provide and enforce complete close-out checklists for all subcontractors prior to requests for final payment.
- CC. Work efficiently at all times with the Teams' selected consultants selected to interface with the Construction Manager.

Selection was based on the following criteria:

Category	Points
<b>SBE Participation</b>	-
A. SBE Participation (as set forth below)	10
<b>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals)</b>	-
B. Experience with sports stadiums	15
C. Experience with baseball stadiums	20
D. Experience with sports training facilities	20
E. Experience with construction of baseball playing fields	10
F. Knowledge of local conditions, including experience with local building codes and requirements	10
<b>Performance</b>	-
G. Ability to meet strict deadlines	10
H. Financial capability and capacity to perform	5
<b>TOTAL</b>	<b>100</b>

The solicitation was publically advertised with responses to be received on March 20, 2015. The minimum requirements for the responses were similar to that required in County competitive Request for Proposals for similar services. The Selection Committee interviewed contractors on March 30, 2015 and selected HSMC (Hunt Construction Group).

**EXHIBIT D**  
**EXCLUDED COSTS**

The following are Excluded Costs.

1. Any direct or indirect costs or expenses of the LLC's or Teams' employees.
2. Any direct or indirect costs or expenses for attorneys and financial advisors retained by the LLC or Teams, even if such costs or expenses are for work performed on the Program's behalf.
3. Any County employee expenses or Staff charge-offs. Out of County travel expenses for County employees as requested by the LLC and approved by the County are Actual Costs.
4. Fees or costs associated with a peer review conducted pursuant to Section 5.3 unless the LLC requests the County contract for a peer review and County agrees to such request.
5. Palm Beach County impact fees.
6. Palm Beach County building permit fees.
7. County costs associated with the financing the Program.
8. LLC costs associated with financing any aspect of the Program not typically included in the Construction Contract.
9. Costs associated with promotional items, marketing the Facility, Program, Teams and/or Major League Baseball Spring Training.
10. Costs, fines, fees, penalties, including but not limited to termination costs, damages or other expenses of any kind associated with, or arising from, the LLC's or Teams' contracts or other obligations at Spring Training facilities outside of Palm Beach County.

**EXHIBIT E**  
**SALES TAX RECOVERY PROGRAM**

1.0 **Sales and Use Taxes.** The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into, the Facility. The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Facility, as requested by the LLC and confirmed by the County Representative to be eligible for the Program. All direct purchases of materials and equipment shall be made by the County with funding from the Budgeted Amount specifically allocated for the construction of the Facility, which is a capital improvement project, the construction of which is subject to the County's competitive procurement requirements. In order to avail itself to this exemption, the County requires the LLC to contractually obligate the Contractor(s) to implement the following procedures:

2.1 **County Furnished Materials**

2.1.1 The Construction Manager shall include Florida State Sales and other applicable taxes in its bid for material, supplies, and equipment.

The LLC reserves the right to require the Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "**County Furnished Materials**" and the responsibilities of both County and Construction Manager relating to such County Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. In addition, the County's standard terms and conditions associated with purchase ordered materials will be applicable to all County Furnished Materials.

2.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the LLC, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. County purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

2.1.3 To enable the LLC to realize savings of Sales Tax on selected tangible personal property needed for this Program, the Construction Manager will provide to the LLC a list of all intended suppliers, vendors, and materialmen for consideration as County Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the



LLC. The LLC will either accept or reject the Construction Manager's recommendations and purchases will be made according to County procedures.

2.1.4 Construction Manager shall identify materials with a minimum agreed upon goal which the County will furnish through the County Furnished Materials clause, and might furnish materials worth far more than that amount. Therefore, the provision by the Construction Manager for support, clerical, and administrative services detailed in that clause is part of this contract.

In a timely manner, Construction Manager shall prepare County Purchase Order Forms specifically identify the materials which County may, in its discretion, elect to purchase directly.

Construction Manager shall include copies of vendors' quotations.

2.1.5 The following procedure, which is a waiver of the Palm Beach County Procurement Code, shall be used for the implementation of this program.

Construction Manager shall prepare County Purchase Orders (hereinafter "Purchase Orders") for items of material which the County chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Construction Manager. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

2.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Program Representative LLC who will forward to the County one or more deductive Change Orders, in accordance with General Conditions referencing the full value of all County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to County, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such County Furnished Materials.

2.1.7 All shop drawings and submittals shall be made in accordance with the General Conditions.

2.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Conditions including, but not



limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the County due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

2.1.9 As County Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of County Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or LLC may require. The Construction Manager will then forward the documentation to the County through the LLC.

2.1.10 The Construction Manager shall insure that County Furnished Materials conform to the specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or non-conformities in County Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Program. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming County Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to County resulting from Construction Manager's incorporation of such materials into the Program, including liquidated or delay damages.

2.1.11 The Construction Manager shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials in its possession. The Construction Manager shall account monthly to the County through the LLC for any County Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

2.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or Subcontractor.

2.1.13 Notwithstanding the transfer of County Furnished Materials by the County to the Construction Manager's possession, the County shall retain legal and equitable title to any and all County Furnished Materials although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Palm Beach County Board of County Commissioners".

2.1.14 The transfer of possession of County Furnished Materials from the County to the Construction Manager shall constitute a bailment for the mutual benefit of the County and the Construction Manager. The County shall be considered the bailor and the Construction Manager the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Program or consumed in the process of completing the Program.

2.1.15 The County shall in no way be liable for any interruption or delay in the Program, for any defects or other problems with the Program, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County Furnished Materials.

2.1.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of County Furnished Materials delivered to the Program sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the Site and any defects in such materials.

2.1.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the County to immediately obtain partial or final release of waivers as appropriate. The County shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the County by the Program Representative.

2.1.18 The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these Specifications.

2.1.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required the cost of the bond will be added to the amount of the purchase order. The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.

**EXHIBIT F**  
**COUNTY STANDARD DESIGN AND CONSTRUCTION POLICY DEVIATIONS**

1. Deviations from County standards remain subject to County review, comment and approval as required by the applicable provision of the Developer Agreement. The outcome of those discussions may require the Exhibit to be updated.
2. This exhibit may be modified by written agreement of the Director Facilities Development & Operations and the LLC at any time throughout the term of the Sports Facility Use Agreement.

<b>Deviation Type</b>	<b>Property Insurance Responsibility Restoration Area</b>	<b>Renewal/Replacement Responsibility</b>
Royal Palm Trees	LLC	LLC
Hardware Keying Standards	County	LLC
Full Cut off for parking lot, pedestrian circulation and general plaza lighting. Up lights for tree and landscape accent lighting	LLC	LLC
Clerestories - Deviation approved in Exclusive Use Areas Only	LLC	LLC
The entirety of the area that corresponds to Exhibit J hereto, if the solid waste relocation cost savings measure is implemented by the LLC	LLC	LLC
All property damaged or destroyed as a result of adding to, modifying, or using a structure in a manner outside of its intended use, or without first seeking any and all approvals and permits for the addition, modification or use as set forth in Section 17.2.3 of the Sports Facility Use Agreement.	LLC	LLC

**EXHIBIT G**  
**PAYMENT CERTIFICATION AND REQUISITION**

Board of County Commissioners  
Palm Beach County, Florida

Name of Contract (Payee): HW SPRING TRAINING COMPLEX, LLC

Amount to be Paid: \$

The LLC has submitted a payment certification and requisition (with accompanying bills) to Palm Beach County, Florida (the "County") for payment for the above-referenced Contract of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certify as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Due Diligence and Planning Services Agreement.
- (ii) that the obligations described above, including any amounts retained by the County in the construction fund to be paid at such later date, have been incurred by, or through, the LLC and that each item thereof is a proper charge against the construction fund and has not been the basis of any previous withdrawal;
- (iii) that all prior distributions made pursuant to previous Payment Requisitions relating to the Facility were applied in the manner set forth in such Payment Requisition;
- (iv) that all required insurance and governmental approvals needed for the construction of the Facility, at this time, is in full force and effect;
- (v) that the Work performed to date has been satisfactorily performed in accordance with the Contractual requirements; and
- (vi) that there has not been filed with or served upon the County or the LLC notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

HW Spring Training Complex, LLC, a Florida Limited Liability Company

By: \_\_\_\_\_  
Signature/Title

Print Name: Art Fuccillo, Manager

By: \_\_\_\_\_  
Signature/Title

Print Name: Giles Kibbe, Manager

# EXHIBIT H LLC ORGANIZATIONAL CHART

## Ballpark of the Palm Beaches Houston Astros and Washington Nationals Spring Training Complex

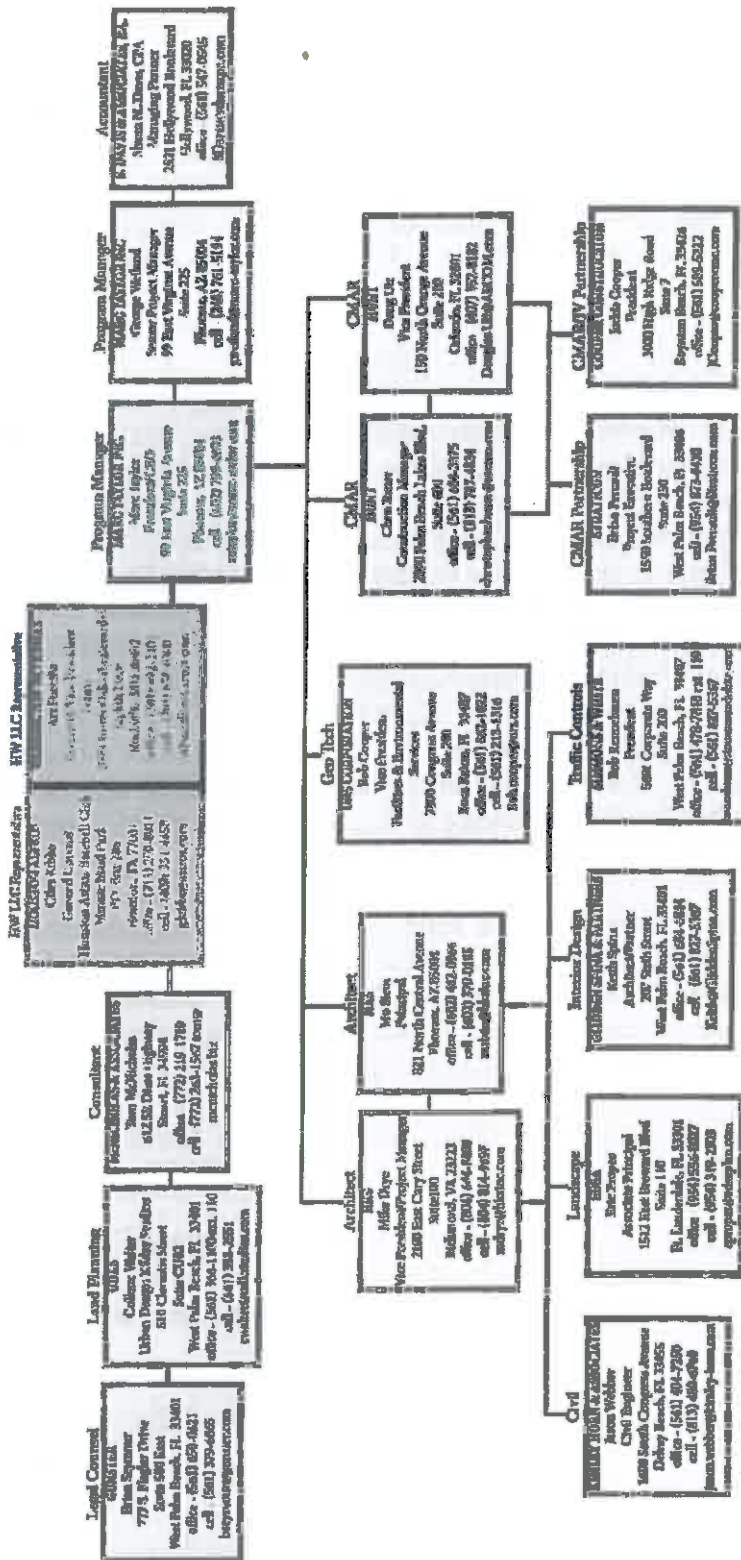


EXHIBIT L-1  
HOUSTON ASTROS  
PAYMENT AND PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY

This RESTATED PAYMENT, PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY (this "Guaranty") is made as of the 20th day of October, 2015, by the Houston Astros, LLC, a Texas Limited Liability Company (the "Guarantor"), in favor of PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and its successors and assigns, and the State of Florida (the "State"), by and through the Florida Department of Economic Opportunity ("DEO"), and its successors and assigns.

RECITALS:

County is contemporaneously herewith entering into the First Restated Developer Agreement (the "Developer Agreement") and the First Restated Sports Facility Use Agreement (the "Sports Facility Use Agreement"), to provide for the construction, development and operation of the baseball spring training facility (the "Facility"), each dated as of the date hereof, and each entered into by and between County and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), and the Sports Facility Use Agreement also being entered into by the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team") and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team") as to Sections 5.1.2, Article 13, Section 16.7 and Section 22.3 thereof, and on March 10, 2015 County entered into a Due Diligence and Planning Services Agreement R-2015-0358 with the LLC, (collectively, the Sports Facility Use Agreement, the Developer Agreement and the Due Diligence and Planning Services Agreement are referred to as the "County Documents").

In order to induce County to enter into the County Documents and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and further, in order to induce DEO to certify the County pursuant to section 288.11631, Florida Statutes, Guarantor hereby agrees for the benefit of County and its successors and assigns and the State, and its successors and assigns, as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if set forth in full.
2. Defined Terms. Capitalized terms used herein shall have the meaning set forth herein. Unless the context otherwise requires and except as otherwise provided herein, capitalized terms used herein that are not defined herein shall have the meaning assigned to such terms in the County Documents.
3. Effective Date. The Effective Date of this Guaranty shall be March 10, 2015.



4. Due Diligence Guaranty. The Guarantor entered into a Due Diligence and Planning Services Guaranty on March 10, 2015 contemporaneously with the Due Diligence and Planning Services Agreement R-2015-0358. This Guaranty replaces and terminates the Due Diligence and Planning Services Guaranty provided by Guarantor, and as a result, the Effective Date of this Guaranty has been made retroactive to the date of the Due Diligence and Planning Services Guaranty.

5. Payment, Performance, Construction and Operation Guaranty. Guarantor hereby unconditionally, absolutely, generally, continually, and irrevocably guarantees to County, and DEO as to the rights and interests of DEO pursuant to the County Documents, all obligations imposed by the County Documents, including, without limitation, the planning, design and permitting of the Project and the completion of construction of the Facility and operation of the Facility pursuant to the County Documents and the payment and performance of all liabilities, obligations and duties imposed on the LLC under each of the County Documents (collectively "the Obligations") as if Guarantor had executed each such County Document in place of the LLC. As this Guaranty replaces and terminates the Due Diligence Guaranty described in Section 4, this Guaranty shall have a commencement date of March 10, 2015 and shall apply to any Obligations from that date forward. This Guaranty shall not terminate until the payment of all sums and performance of all Obligations, except that, to the extent this Guaranty guarantees performance of Obligations which survive the termination of the County Documents, then this Guaranty shall continue to remain in full force and effect.

6. Security. Guarantor has provided a statement from an independent Certified Public Accounting Firm or other independent third-Person (entity) experienced in appraising sports organizations and properties (an "Appraisal Firm"), certifying or opining that the Guarantor has a current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). At least once every five years thereafter until expiration of this Guaranty, Guarantor shall provide an updated letter to the County from one of the above possible sources, re-certifying or opining that the Guarantor has a then current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). Additionally, in any year that a statement as described above, is not due to County, the Guarantor shall provide a statement from an Appraisal Firm or Certified Public Accounting Firm in the form of a letter on letterhead, stating that there have been no material adverse changes in the financial position of the Guarantor that would affect the previously certified minimum net worth or fair value of equity statement set forth above during the last year. Notwithstanding the foregoing, Guarantor shall not be in default or breach of this Section so long as (a) one of the Teams (as defined in the County Documents) has a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000); or (b) the Teams together have a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000). If the aggregate net worth or fair value of equity of both Teams together is equal to an amount less than One Hundred Million and No/100 Dollars (\$100,000,000), then the Teams will be required, for as long a period as such condition shall exist, to provide one or more irrevocable letters of credit in the amount equal to the difference between the combined aggregate stated net worth or fair value of equity of the Teams and One Hundred Million Dollars (\$100,000,000.00) in the form required by and consistent with Palm Beach County Policy and Procedure Memorandum No. CW-F-055 ("Letter of Credit").

7. Letter of Credit or Payment Bond. Guarantor may, at any time, present a Letter of Credit or Payment Bond in the amounts and according to the requirements set forth above in paragraph 6, instead of providing the CPA Firm or other Person (entity) certification described in paragraph 6, and thereafter Guarantor shall be obligated to maintain either a Letter of Credit or Payment Bond as security for the Guaranty in the amounts as set forth above and consistent with Palm Beach County Policies and Procedures.
8. Proprietary Business Information. To the extent permitted by law, this Guaranty does not provide County with access to any proprietary business or financial information of the Teams.
9. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.
10. Severability. If any provision of this Guaranty should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Guaranty shall not be affected thereby.
11. Successors and Assigns. This Guaranty shall inure to the benefit of County and County's successors and assigns and DEO, and DEO's successors and assigns, under any of the County Documents in accordance with the terms thereof, and shall be binding upon Guarantor and its successors and assigns.
12. Waiver of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY COUNTY AGAINST GUARANTOR ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.
13. Acceptance of Performance. County agrees to accept performance by Guarantor of all or any of the Obligations to be performed by the LLC under the County Documents with the same force and effect as though performed by the LLC thereunder.
14. Unconditional, Absolute, Irrevocable General and Continuing Guaranty. The obligations of Guarantor under this Guaranty shall be unconditional, absolute, irrevocable, general, and continuing, irrespective of the genuineness, validity, regularity or enforceability of the County Documents or any security which may have been given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. This Guaranty and the obligations of Guarantor hereunder shall not be affected, impaired, modified or released by reason of; (a) the making by the LLC of any assignment for the benefit of creditors or the bankruptcy or insolvency of the LLC, (b) any action taken by the LLC in any bankruptcy or insolvency proceeding, including, without limitation, disaffirmance or rejection of the County Documents, (c) any default by the LLC or a Team under the County Documents, (d) the liquidation or dissolution of the LLC, (e) any change in or termination of Guarantor's relationship to the LLC, (f) the enforcement by County or DEO of any of its rights under the County Documents, (g) the sale, conveyance, transfer or assignment



by the LLC, of all or any portion of its interest under the County Documents, including, but not limited to, any assignment to an Affiliate of the LLC as authorized by the County Documents, or (h) the transfer by an owner of an interest in the LLC, including its successors and assigns, of all or any part of its ownership interest in the LLC, at any time, to an Affiliate; it being agreed that in the event of any of the foregoing, the liability of Guarantor hereunder shall continue hereunder as if such event had not occurred. County and the LLC, without notice to or consent by Guarantor, may at any time or from time to time enter into such extensions, expansions, amendments, assignments, subleases, or other covenants with respect to the County Documents as they may deem appropriate or desirable, including, without limitation, an expansion of the performance obligations and Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all obligations as so extended, expanded, amended, assigned, sublet, or otherwise modified.

15. Primary Liability; Performance Guaranty. The liability of Guarantor under this Guaranty shall be primary, direct and immediate, and not conditional or contingent upon pursuit by County or DEO of any remedies it may have against the LLC or any other Person with respect to the County Documents or any other agreement, whether pursuant to the terms thereof or by law or pursuant to any other security agreement or guaranty, except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty. Guarantor and County each acknowledge and agree that this Guaranty is a guaranty of performance in respect to the Obligations. Any one or more successive or concurrent actions may be brought hereon against Guarantor with respect to the Obligations, either in the same action or proceeding, if any, brought against the LLC or any other person or entity, or in separate actions as often as County, or DEO, may deem advisable. Guarantor may be joined in any action against the LLC in connection with the County Documents. Recovery may be had by County or DEO against Guarantor in any action against Guarantor without County or DEO first pursuing or exhausting any remedy or claim against the LLC or any other person or entity, as the case may be, or their respective successors or assigns (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty) and Guarantor hereby waives any right it may have to require that County seek recovery against any other Person before seeking recovery against Guarantor (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty). Until termination of this Guaranty in accordance with the provisions hereof, the liability of Guarantor under this Guaranty shall continue after (i) any assignment or transfer by the LLC, or any successor thereof, of any of its interests under the County Documents or (ii) any assignment or transfer by County, or any successor thereof, of any of its interests under the County Documents.

16. Waiver of Presentment, Protest and Notices. Guarantor hereby expressly waives: (a) presentment and demand for payment and protest of nonpayment; (b) notice of acceptance of this Guaranty and of presentment, demand and protest; (c) notice of all indulgences under the County Documents; (d) demand for observance or performance of, or enforcement of, any terms and provisions of this Guaranty or the County Documents; (e) notices of default by or to the LLC under the County Documents; and (f) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

17. No Subrogation. Guarantor shall not enforce any right of subrogation it may now or hereafter have against the LLC by reason of any payments or acts of performance by Guarantor

in compliance with the obligations of Guarantor hereunder, and Guarantor shall not enforce any remedy which Guarantor now or hereafter shall have against the LLC by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder unless and until all of the Obligations of Guarantor have been fully discharged, performed and satisfied, whereupon Guarantor shall have such subrogation rights as may be allowed under applicable law.

18. No Setoff. No setoff, counterclaim or cross-claim, reduction or diminution of any obligation or any defense of any kind or nature (other than performance of the Obligations) shall be available to Guarantor in any action or proceeding brought by County or DEO to enforce the Obligations provided, however, that the foregoing shall not be deemed a waiver of the right of Guarantor to assert any compulsory counterclaim arising, from a claim brought by County or DEO hereunder, nor shall the foregoing be deemed a waiver of or prejudice in any manner whatsoever, Guarantor's right to assert any claim which constitutes a defense, setoff, counterclaim or cross-claim of any nature whatsoever against County in any separate action or proceeding. Guarantor agrees that if at any time all or any part of any amounts at any time received by County or DEO from Guarantor or the LLC, or any other Person, as the case may be, for or with respect to the Obligations is or must be rescinded or returned by County or DEO by reason of any judgment or decree of any court having jurisdiction (including, without limitation, by reason of the insolvency, bankruptcy or reorganization of Guarantor or the LLC, or any other Person), then Guarantor's obligations hereunder shall, to the extent of the amount rescinded or restored, be deemed to have continued in existence notwithstanding such previous receipt by County or DEO and the obligation guaranteed hereunder which was to have been discharged by such rescinded or restored amount shall continue to be effective or reinstated, as the case may be, to the extent of such amount, whether or not this Guaranty has terminated, and the obligations of the Guarantor shall survive the termination hereof.

19. Joint and Several and Cumulative Rights and Remedies. The rights and remedies afforded to County and DEO in this Guaranty are cumulative and are not exclusive of any other right or remedy against Guarantor or any other Person provided by law, in equity or under any other agreement or instrument and all such rights and remedies may be exercised singly or concurrently. No delay or omission by County or DEO in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder shall be deemed made by County or DEO unless in writing and shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of County, and no single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or of any other right or remedy. It is understood by the parties that other agreements similar to this Guaranty may, in County's or DEO's discretion, be executed and delivered by other Persons with respect to the County Documents. This Guaranty shall be joint and several and cumulative of any such agreements, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements.

20. Entire Agreement. This Guaranty shall constitute the entire agreement of Guarantor with County with respect to Guarantor's guaranty of the Obligations.



Attention: James R. Crane

If to County: Palm Beach County  
301 North Olive Avenue, 11th Floor  
West Palm Beach, Florida 33401  
Attention: County Administrator

with a copy to: Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Attention: Real Estate

with a copy to: Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

with a copy to: Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Any Notice may be given, in the manner provided in this Section 21, on behalf of any party by such party's attorneys as designed by such party by Notice hereunder. Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Guarantor, intending to be legally bound, has executed this Guaranty as of the day and year first above written.

WITNESSES:

HOUSTON ASTROS, LLC  
a Texas Limited Liability Company

Thomas R. McNichols

By: [Signature]

Print Name: Thomas R. McNichols

Name: Giles Kibbe

Glendia Y. Harvey  
Print Name: Glendia Y. Harvey

Title: General Counsel

STATE OF Florida

COUNTY OF Palm Beach

)  
)ss:  
)

The foregoing instrument was acknowledged before me this 20th day of October, 2015, by Giles Kibbe, as General Counsel of the Houston Astros, LLC, who is personally known to me or has produced DL# 11039450 as identification.



TRACEY POWELL  
MY COMMISSION # EE 106862  
EXPIRES: February 2, 2016  
Bonded Thru Budget Notary Services

Tracey Powell  
Print Name: Tracey Powell  
Notary Public

EXHIBIT I-2  
WASHINGTON NATIONALS  
PAYMENT AND PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY

This RESTATED PAYMENT, PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY (this "Guaranty") is made as of the 20th day of October, 2015, by the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Guarantor"), in favor of Palm Beach County, a political subdivision of the State of Florida (the "County"), and its successors and assigns, and the State of Florida (the "State") by and through the Florida Department of Economic Opportunity ("DEO"), and its successors and assigns.

RECITALS:

County is contemporaneously herewith entering into the First Restated Developer Agreement (the "Developer Agreement") and the First Restated Sports Facility Use Agreement (the "Sports Facility Use Agreement"), to provide for the construction, development and operation of the baseball spring training facility (the "Facility"), each dated as of the date hereof, and each entered into by and between County and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), and the Sports Facility Use Agreement also being entered into by the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team") and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team") as to Sections 5.1.2, Article 13, Section 16.7 and Section 22.3 thereof, and on March 10, 2015 County entered into a Due Diligence and Planning Services Agreement R-2015-0358 with the LLC, (collectively, the Sports Facility Use Agreement, the Developer Agreement and the Due Diligence and Planning Services Agreement are referred to as the "County Documents").

In order to induce County to enter into the County Documents and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and further, in order to induce DEO to certify the County pursuant to section 288.11631, Florida Statutes, Guarantor hereby agrees for the benefit of County and its successors and assigns and the State, and its successors and assigns, as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if set forth in full.
2. Defined Terms. Capitalized terms used herein shall have the meaning set forth herein. Unless the context otherwise requires and except as otherwise provided herein, capitalized terms used herein that are not defined herein shall have the meaning assigned to such terms in the County Documents.
3. Effective Date. The Effective Date of this Guaranty shall be March 10, 2015.

4. Due Diligence Guaranty. The Guarantor entered into a Due Diligence and Planning Services Guaranty on March 10, 2015 contemporaneously with the Due Diligence and Planning Services Agreement R-2015-0358. This Guaranty replaces and terminates the Due Diligence and Planning Services Guaranty provided by Guarantor, and as a result, the Effective Date of this Guaranty has been made retroactive to the date of the Due Diligence and Planning Services Guaranty.

5. Payment, Performance, Construction and Operation Guaranty. Guarantor hereby unconditionally, absolutely, generally, continually, and irrevocably guarantees to County, and to DEO as to the rights and interests of DEO pursuant to the County Documents, all obligations imposed by the County Documents, including, without limitation, the planning, design and permitting of the Project and the completion of construction of the Facility and operation of the Facility pursuant to the County Documents and the payment and performance of all liabilities, obligations and duties imposed on the LLC under each of the County Documents (collectively "the Obligations") as if Guarantor had executed each such County Document in place of the LLC. As this Guaranty replaces and terminates the Due Diligence Guaranty described in Section 4, this Guaranty shall have a commencement date of March 10, 2015 and shall apply to any Obligations from that date forward. This Guaranty shall not terminate until the payment of all sums and performance of all Obligations, except that, to the extent this Guaranty guarantees performance of Obligations which survive the termination of the County Documents, then this Guaranty shall continue to remain in full force and effect.

6. Security. Guarantor has provided a statement from an independent Certified Public Accounting Firm or other independent third-Person (entity) experienced in appraising sports organizations and properties (an "Appraisal Firm"), certifying or opining that the Guarantor has a current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). At least once every five years thereafter until expiration of this Guaranty, Guarantor shall provide an updated letter to the County from one of the above possible sources, re-certifying or opining that the Guarantor has a then current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). Additionally, in any year that a statement as described above, is not due to County, the Guarantor shall provide a statement from an Appraisal Firm or Certified Public Accounting Firm in the form of a letter on letterhead, stating that there have been no material adverse changes in the financial position of the Guarantor that would affect the previously certified minimum net worth or fair value of equity statement set forth above during the last year. Notwithstanding the foregoing, Guarantor shall not be in default or breach of this Section so long as (a) one of the Teams (as defined in the County Documents) has a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000); or (b) the Teams together have a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000). If the aggregate net worth or fair value of equity of both Teams together is equal to an amount less than One Hundred Million and No/100 Dollars (\$100,000,000), then the Teams will be required, for as long a period as such condition shall exist, to provide one or more irrevocable letters of credit in the amount equal to the difference between the combined aggregate stated net worth or fair value of equity of the Teams and One Hundred Million Dollars (\$100,000,000.00) in the form required by and consistent with Palm Beach County Policy and Procedure Memorandum No. CW-F-055 ("Letter of Credit").



7. Letter of Credit or Payment Bond. Guarantor may, at any time, present a Letter of Credit or Payment Bond in the amounts and according to the requirements set forth above in paragraph 6, instead of providing the CPA Firm or other Person (entity) certification described in paragraph 6, and thereafter Guarantor shall be obligated to maintain either a Letter of Credit or Payment Bond as security for the Guaranty in the amounts as set forth above and consistent with Palm Beach County Policies and Procedures.
8. Proprietary Business Information. To the extent permitted by law, this Guaranty does not provide County with access to any proprietary business or financial information of the Teams.
9. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.
10. Severability. If any provision of this Guaranty should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Guaranty shall not be affected thereby.
11. Successors and Assigns. This Guaranty shall inure to the benefit of County and County's successors and assigns and DEO, and DEO's successors and assigns, under any of the County Documents in accordance with the terms thereof, and shall be binding upon Guarantor and its successors and assigns.
12. Waiver of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY COUNTY AGAINST GUARANTOR ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.
13. Acceptance of Performance. County agrees to accept performance by Guarantor of all or any of the Obligations to be performed by the LLC under the County Documents with the same force and effect as though performed by the LLC thereunder.
14. Unconditional, Absolute, Irrevocable, General and Continuing Guaranty. The obligations of Guarantor under this Guaranty shall be unconditional, absolute, irrevocable, general and continuing, irrespective of the genuineness, validity, regularity or enforceability of the County Documents or any security which may have been given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. This Guaranty and the obligations of Guarantor hereunder shall not be affected, impaired, modified or released by reason of; (a) the making by the LLC of any assignment for the benefit of creditors or the bankruptcy or insolvency of the LLC, (b) any action taken by the LLC in any bankruptcy or insolvency proceeding, including, without limitation, disaffirmance or rejection of the County Documents, (c) any default by the LLC or a Team under the County Documents, (d) the liquidation or dissolution of the LLC, (e) any change in or termination of Guarantor's relationship to the LLC, (f) the enforcement by County or DEO of any of its rights under the County Documents, (g) the sale, conveyance, transfer or assignment



by the LLC, of all or any portion of its interest under the County Documents, including, but not limited to, any assignment to an Affiliate of the LLC as authorized by the County Documents, or (h) the transfer by an owner of an interest in the LLC, including its successors and assigns, of all or any part of its ownership interest in the LLC, at any time, to an Affiliate; it being agreed that in the event of any of the foregoing, the liability of Guarantor hereunder shall continue hereunder as if such event had not occurred. County and the LLC, without notice to or consent by Guarantor, may at any time or from time to time enter into such extensions, expansions, amendments, assignments, subleases, or other covenants with respect to the County Documents as they may deem appropriate or desirable, including, without limitation, an expansion of the performance obligations and Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all obligations as so extended, expanded, amended, assigned, sublet, or otherwise modified.

15. Primary Liability; Performance Guaranty. The liability of Guarantor under this Guaranty shall be primary, direct and immediate, and not conditional or contingent upon pursuit by County or DEO of any remedies it may have against the LLC or any other Person with respect to the County Documents or any other agreement, whether pursuant to the terms thereof or by law or pursuant to any other security agreement or guaranty, except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty. Guarantor and County each acknowledge and agree that this Guaranty is a guaranty of performance in respect to the Obligations. Any one or more successive or concurrent actions may be brought hereon against Guarantor with respect to the Obligations, either in the same action or proceeding, if any, brought against the LLC or any other person or entity, or in separate actions as often as County, or DEO, may deem advisable. Guarantor may be joined in any action against the LLC in connection with the County Documents. Recovery may be had by County or DEO against Guarantor in any action against Guarantor without County or DEO first pursuing or exhausting any remedy or claim against the LLC or any other person or entity, as the case may be, or their respective successors or assigns (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty) and Guarantor hereby waives any right it may have to require that County seek recovery against any other Person before seeking recovery against Guarantor (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty). Until termination of this Guaranty in accordance with the provisions hereof, the liability of Guarantor under this Guaranty shall continue after (i) any assignment or transfer by the LLC, or any successor thereof, of any of its interests under the County Documents or (ii) any assignment or transfer by County, or any successor thereof, of any of its interests under the County Documents.

16. Waiver of Presentment, Protest and Notices. Guarantor hereby expressly waives: (a) presentment and demand for payment and protest of nonpayment; (b) notice of acceptance of this Guaranty and of presentment, demand and protest; (c) notice of all indulgences under the County Documents; (d) demand for observance or performance of, or enforcement of, any terms and provisions of this Guaranty or the County Documents; (e) notices of default by or to the LLC under the County Documents; and (f) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

17. No Subrogation. Guarantor shall not enforce any right of subrogation it may now or hereafter have against the LLC by reason of any payments or acts of performance by Guarantor

in compliance with the obligations of Guarantor hereunder, and Guarantor shall not enforce any remedy which Guarantor now or hereafter shall have against the LLC by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder unless and until all of the Obligations of Guarantor have been fully discharged, performed and satisfied, whereupon Guarantor shall have such subrogation rights as may be allowed under applicable law.

18. No Setoff. No setoff, counterclaim or cross-claim, reduction or diminution of any obligation or any defense of any kind or nature (other than performance of the Obligations) shall be available to Guarantor in any action or proceeding brought by County or DEO to enforce the Obligations provided, however, that the foregoing shall not be deemed a waiver of the right of Guarantor to assert any compulsory counterclaim arising, from a claim brought by County or DEO hereunder, nor shall the foregoing be deemed a waiver of or prejudice in any manner whatsoever, Guarantor's right to assert any claim which constitutes a defense, setoff, counterclaim or cross-claim of any nature whatsoever against County in any separate action or proceeding. Guarantor agrees that if at any time all or any part of any amounts at any time received by County or DEO from Guarantor or the LLC, or any other Person, as the case may be, for or with respect to the Obligations is or must be rescinded or returned by County or DEO by reason of any judgment or decree of any court having jurisdiction (including, without limitation, by reason of the insolvency, bankruptcy or reorganization of Guarantor or the LLC, or any other Person), then Guarantor's obligations hereunder shall, to the extent of the amount rescinded or restored, be deemed to have continued in existence notwithstanding such previous receipt by County or DEO and the obligation guaranteed hereunder which was to have been discharged by such rescinded or restored amount shall continue to be effective or reinstated, as the case may be, to the extent of such amount, whether or not this Guaranty has terminated, and the obligations of the Guarantor shall survive the termination hereof.

19. Joint and Several and Cumulative Rights and Remedies. The rights and remedies afforded to County and DEO in this Guaranty are cumulative and are not exclusive of any other right or remedy against Guarantor or any other Person provided by law, in equity or under any other agreement or instrument and all such rights and remedies may be exercised singly or concurrently. No delay or omission by County or DEO in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder shall be deemed made by County or DEO unless in writing and shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of County, and no single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or of any other right or remedy. It is understood by the parties that other agreements similar to this Guaranty may, in County's or DEO's sole discretion, be executed and delivered by other Persons with respect to the County Documents. This Guaranty shall be joint and several and cumulative of any such agreements, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements.

20. Entire Agreement. This Guaranty shall constitute the entire agreement of Guarantor with County with respect to Guarantor's guaranty of the Obligations.

21. Amendment. This Guaranty may not be modified or amended, except by an agreement in writing executed by Guarantor and County.

22. Guarantor's Representations. In order to induce County to enter into this Guaranty, Guarantor represents and warrants to County and DEO that as of the date hereof:

- (i) Guarantor is a limited liability company duly organized, validly existing, and in good standing under the law of the State of Washington, DC;
- (ii) Guarantor has the requisite power and authority to enter into and carry out the terms and provisions of this Guaranty, and the execution, delivery, and performance of this Guaranty have been duly authorized and approved by all requisite action;
- (iii) This Guaranty constitutes a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (subject to any bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting the rights and remedies of creditors general, and subject to the effect of general principles of equity, whether applied by a court of law or equity);
- (iv) Guarantor's execution and performance of this Guaranty will not result in a breach of violation of, or default under, any laws applicable to Guarantor or any agreement, order, commitment, judgment, or decree by which Guarantor is bound;
- (v) The person executing this Guaranty on behalf of Guarantor has all requisite authority to do so, as a duly authorized officer of Guarantor; and
- (vi) Guarantor is solvent and will not be rendered insolvent by reason of this Guaranty.

23. Notices. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand request, consent, approval or other communication with respect hereto, each such notice, demand, request, consent, approval or other communication (herein referred to as a "Notice") shall be in writing and shall be effective for any purpose only if given or served by (i) certified or registered U.S. Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows (or to such other addresses as a party may direct by a Notice to the other party hereto):

If to Guarantor:                      Mark D. Lerner  
    Vice Chairman & Principal Owner  
    Washington Nationals Baseball Club  
    Nationals Park  
    1500 South Capitol Street, SE  
    Washington, DC 20003

with a copy to:                         Arthur Fuccillo  
    Executive Vice President

Lerner Enterprises  
2000 Tower Oaks Boulevard  
Eighth Floor  
Rockville, Maryland 20852

If to County: Palm Beach County  
301 North Olive Avenue, 11th Floor  
West Palm Beach, Florida 33401  
Attention: County Administrator

with a copy to: Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Attention: Real Estate

with a copy to: Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

with a copy to: Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Any Notice may be given, in the manner provided in this Section 21, on behalf of any party by such party's attorneys as designed by such party by Notice hereunder. Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof.

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IN WITNESS WHEREOF, Guarantor, intending to be legally bound, has executed this Guaranty as of the day and year first above written.

WITNESSES:

WASHINGTON NATIONALS  
BASEBALL CLUB, LLC, a  
Washington, DC Limited Liability  
Company

*Thomas R. Nichols*

Print Name: Thomas R. Nichols

By: *[Signature]*

Name: Arthur N. Fuccilli

*Glenda Y. Harvey*

Print Name: Glenda Y. Harvey

Title: Authorized Representative

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

)ss:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2015, by Arthur N. Fuccilli, as Authorized Rep of the Washington Nationals Baseball Club, LLC, who is personally known to me or has produced DL# F-240-071-630-751 as identification.



*Tracey Powell*  
Print Name: Tracey Powell  
Notary Public

**EXHIBIT J**  
**SOLID WASTE RELOCATION**

1. **Preamble.** This Agreement authorizes the LLC to relocate solid waste (other than reclaimed sand and fines) which are unsuitable materials on which to support structural improvements. Should the LLC implement the relocation option, the requirements of this **Exhibit J**, including obtaining all required regulatory approvals, shall apply.
  
2. **Preparation of Studies.** The LLC shall commission a study(ies) which, at a minimum, will evaluate the volume and type of solid wastes which are to remain on-Site, taking into account the list of prohibited materials listed in item 3 below, the level of constituents which were identified in the Limited Site Assessment Report prepared by URS and may be contained in any solid waste to be retained or relocated, the proposed location(s) to receive the solid waste, the proposed method of placement (ie: burying, piling, etc); distance(s) between solid waste and water table, proposed fill cap, compaction methodology, and a list of all required regulatory permits and approvals (Study). The conclusion of the Study shall be a specific purpose plan for the retention and/or relocation of solid waste on the Site in a format, and with content, suitable to clearly explain the proposal to the public at large. The County shall have the ability to review and approve the study for the sole purpose of determining compliance with this Section.
  
3. **Prohibited Materials.** The following materials shall be prohibited from remaining on-Site as herein contemplated and as part of the LLC's implementation of this cost savings measure:
  - a. any material other than solid waste which currently exists on the Site as result of the Site's historic use as the City of West Palm Beach Former Yard Trash Facility;
  - b. any material(s) that is classified, defined or otherwise identified as hazardous by any government entity, agency, organization and/or authority;
  - c. any non-solid material including, but not limited to, manure, oils, paint, pesticides, refrigerants and septage;
  - d. any material that is customarily acceptable for recycling (i.e. plastic, glass, paper, etc.) and reuse (i.e. wood, ferrous metal, etc.), excluding any residual and incidental amount thereof;
  - e. ammunition, guns, firearms, explosives and flares;
  - f. appliances;
  - g. batteries;
  - h. bio-medical waste, drugs, medicine and pharmaceuticals;
  - i. boats, vehicles, RVs and trailers and any other motorized device or part;
  - j. cathode ray tubes (CRTs);
  - k. drums/barrels, gas cylinders, and containers formerly used or intended for the storage of paint, fuel, or flammable content;
  - l. electronics;
  - m. ferrous metal;
  - n. grease, cooking oils, lubricating oil and petroleum based oils;

- o. fluorescent lamps;
  - p. mercury containing devices;
  - q. photo wastes, x ray waste and film;
  - r. radio-active materials;
  - s. special wastes such as manufacturing process wastes or filter media;
  - t. tires;
  - u. vegetative wastes including street sweepings; or
  - v. asbestos containing materials ("ACM").
4. **Coordination with Municipalities.** After the County has approved the Study pursuant to Section 2, prior to making application to any regulatory agency for implementation of this cost savings measure (including the City of West Palm Beach in their regulatory capacity), and after distributing the results of the Study listed in Section 2 above, the LLC shall facilitate a discussion with the City of West Palm Beach (if the proposed location is in the Buffer Area and/or City Park). If the LLC is to move forward with the retention/relocation of solid waste, the LLC must obtain written documentation from the City confirming that the City has reviewed the Study and does not oppose the LLC implementing this measure.
5. **Regulatory Permits and Approvals.** The LLC shall have sole responsibility for securing the necessary regulatory permits and approvals to fully implement the retention and/or relocation of solid waste on Site. Other than executing any applications for regulatory permits and approvals, the County shall have no obligation to explain, support or otherwise comment on the LLC's proposal. Notwithstanding the above, the County shall have the right to comment if it so chooses.
6. **Implementation.** Prior to moving and covering any solid waste the LLC shall obtain and provide the County Representative with a letter signed and sealed by an engineer licensed in the State of Florida or other appropriately qualified professional that is licensed in the State of Florida; a) identifying the specific composition of the solid waste to be relocated, and b) attesting that all solid waste to remain on Site is in conformance with the list of prohibited materials in item 3 above.
7. **Regulatory Compliance.** The LLC, at its sole cost and expense, shall be responsible for complying with all terms and conditions associated with each and every regulatory approval required to relocate solid waste including, but not necessarily limited to, physical improvements to the Site that are otherwise not required, groundwater monitoring wells, groundwater sampling, audits, reports, and inspections as may be required by any permitting authority.
8. **Liability.** The LLC agrees to indemnify, defend, and save harmless the County from any and all cost, expense and liability arising from or out of or as a result of the LLC's implementation of this relocation of solid waste option. The LLC shall have full and complete responsibility for any removal, transport, remediation or disposal required in order to resolve and conclude any environmental action and restore compliance with environmental laws, as well as for reasonable attorney's fees and costs.

9. Allocation of Cost Savings. If this Cost Savings measure is implemented by the LLC, the LLC agrees that it will share the savings with the County as a Pre-Construction Cost Savings in accordance with Section 8.4.3 of this Agreement. The LLC also acknowledges that the Budgeted Amount will be reduced by the County's share of the savings and the treatment of the area for property insurance and renewal/replacement responsibility will be identified on Exhibit F of this Agreement.

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# **Cost-Benefit Analysis of the Spring Training Franchises' Impact on Palm Beach County**



August 1st, 2018

**Key Findings: Ballpark of the Palm Beaches  
Annual Reporting Requirement for 2018 State Funding Agreement**

The Palm Beach County Tourist Development Council, utilizing our contracted agency for sports tourism marketing and grant administration the Palm Beach County Sports Commission, has provided the following details surrounding MLB Spring Training Baseball and Amateur Baseball in Palm Beach County at the newly named FITTEAM Ballpark of the Palm Beaches (FBTPB) and at our Roger Dean Chevrolet Stadium (RDCS). We have included RDCS in our report to highlight the fact that Palm Beach County holds the unique benefit of now having two MLB Spring Training facilities, each housing two teams, the only County in Florida having made this investment to host four MLB teams for spring training. The funding sources for the debt service and ongoing upkeep associated with the FBTPB are from a combination of Tourist Development Taxes (Bed Taxes) collected from visitors to Palm Beach County, a State of Florida Grant and use fees payable from the limited liability corporation (LLC) for the use of the spring training facility. The second year of operation for FBTPB, provided an estimated spring training economic benefit to the County of \$77.3M. The combined investment of \$185M in public funding provides continuing returns to Palm Beach County and hence the State of Florida.

The economic impact of the one-time construction of this two-team spring training facility, along with the ongoing economic benefits of visitation, visitor spending, job creation and overall economic impact, as well as directly supporting the retention of MLB Spring Training at RDCS was the basis of the decision to invest in our second two-team spring training facility. The projections are found in the attached study by Tourism Economics, an Oxford Economics Company (Reference The Economic Impact of a New Spring Training Facility in West Palm Beach, FL: "Study"), well respected for these types of studies and carried out for tourism associations, convention and visitor bureaus, state tourism offices and national tourism offices across every region of the world.

The Sports Commission has updated the information provided in the County's certification application to incorporate the results of Spring Training 2018 and other notable events that occurred through mid-summer at FBTPB, which also leveraged RDCS, allowing us to attract larger amateur events extending our utilization into the Summer of 2018. Thus, it would be incomplete to report only FBTPB, when both facilities complement one another and solidify positive returns to Palm Beach County and Florida at large. See attached Sports Commission reporting.

Submitted for the Tourist Development Council:

  
Glenn Jergensen  
Palm Beach County  
Tourist Development Council, Executive Director





July 31, 2018

Mr. Glenn Jergensen  
Executive Director  
Palm Beach County Tourist Development Council  
1555 Palm Beach Lakes Blvd. Suite 900  
West Palm Beach, FL 33401

Dear Glenn,

Palm Beach County is the Major League Baseball (MLB) Spring Training Capital of Florida. Since 1998, Palm Beach County has been home to Roger Dean Chevrolet Stadium in Jupiter, which was the first baseball complex in Florida to host two MLB teams for Spring Training. Today, the Miami Marlins and St. Louis Cardinals occupy Roger Dean Chevrolet Stadium. The 2017 MLB Spring Training season brought Florida its second baseball complex built to accommodate two teams. FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach, is home to the Houston Astros and Washington Nationals. The Palm Beaches represents Florida's only county that maintains two, two-team complexes. In total, four (4) of the fifteen (15) MLB teams participating in Florida's Grapefruit League are playing baseball in The Palm Beaches.

Palm Beach County experienced significant economic benefits from the 2018 MLB Spring Training season. Palm Beach County was home to 25% of Florida's spring training games and nearly 20% of the Grapefruit League's attendance.

Between FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium, a total of 59 games were played in The Palm Beaches between February 23 and March 25, 2018. The 59 games generated a total attendance of **276,634**, which is the second largest MLB Spring Training audience compared to other counties in Florida. The large attendance and annual impact can be influenced by many factors, but Palm Beach County is fortunate to have partnerships with the St. Louis Cardinals, Miami Marlins, Houston Astros, and Washington Nationals. These teams represent vibrant travel markets that are important to Florida's economy. After their FITTEAM Ballpark of the Palm Beaches debut, the Houston Astros won their first World Series Championship in franchise history. The Astro's World Series Championship no doubt added a 21.5% increase in attendance during the 2018 MLB Spring Training season at FITTEAM Ballpark of the Palm Beaches (compared to 2017). This is one of the largest growth rates for attendance experienced in the Grapefruit League.

JUST BRING YOUR GAME

The economic impact derived from FITTEAM Ballpark of the Palm Beaches over the last two Spring Training seasons represents the highest accumulated in Palm Beach County's history. The impact is a result of several aspects, including the novelty and excitement that comes with the berth of a new sports facility. This novelty effect motivates fan-bases to travel and obtain a new experience. Furthermore, the Washington D.C. market is considered one of the "Super Six" travel markets, which creates the majority of domestic visitation for Florida. Individuals from Washington D.C. and surrounding areas are seeking a reason to visit the state. Houston also represents a strong travel market. The Houston Astros is one of two teams from Texas, which is the third largest origin state for Florida visitors. Houston ranks as the 14<sup>th</sup> largest travel market for Florida. FITTEAM Ballpark of the Palm Beaches total attendance during the 2018 MLB Spring Training season was 141,934. The Washington Nationals accumulated a total attendance of 74,003 while the Houston Astros amassed an attendance of 67,931.

In 2018, Palm Beach County enjoyed another exciting season of Spring Training Baseball at Roger Dean Chevrolet Stadium. As one of the premier brands in Major League Baseball, the St. Louis Cardinals own a dedicated and loyal following from St. Louis and the surrounding Missouri towns, as well as the metro east Illinois area. The St. Louis Cardinals have one of the most faithful and active fan bases in sports and Palm Beach County is a routine spring vacation destination for these baseball enthusiasts across the Midwest. In addition to the Cardinals, the Miami Marlins represent one of only two MLB franchises in Florida. The Miami Marlins create visitation to Palm Beach County through drive markets. Total attendance for Roger Dean Chevrolet Stadium during the 2018 MLB Spring Training season is 134,700. The St. Louis Cardinals accumulated a total attendance of 81,488 while the Marlins compiled an attendance of 53,212.

In addition to the St. Louis Cardinals and the Miami Marlins, Roger Dean Chevrolet Stadium is the only complex in the nation to host four minor league teams: The Jupiter Hammerheads of the Class A-Advanced Baseball Florida State League; The Palm Beach Cardinals of the Class A-Advanced Baseball Florida State League; The Gulf Coast Marlins of the Rookie-level Gulf Coast League; and The Gulf Coast Cardinals of the Rookie-level Gulf Coast League. This activity also creates economic benefits and stimulates bed tax revenues for The Palm Beaches.

Palm Beach County's baseball facilities ranked among the leaders in total attendance for Florida's Grapefruit League. FITTEAM Ballpark of the Palm Beaches ranked third and Roger Dean Chevrolet Stadium was fourth in attendance compared to all other MLB Spring Training facilities in Florida. Only, Steinbrenner Field in Tampa, which is home to the New York Yankees, and JetBlue Park in Fort Myers, which is home to the Boston Red Sox, generated a higher audience for the year.

Due to the amenities that accompany a two-team complex, FITTEAM Ballpark of the Palm Beaches in combination with Roger Dean Chevrolet Stadium has transformed Palm Beach County into the premier destination for amateur baseball events. The nation's largest baseball tournaments are taking place in Palm Beach County, including some of the most admired brands in amateur baseball. These baseball tournaments are utilizing both, FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium from April through November, creating year-round activity. In addition to baseball, FITTEAM Ballpark of the Palm Beaches has the capability to host a multitude of other sports activities. The complex features five (5) multi-purpose fields, designed to FIFA (Fédération Internationale de Football Association) soccer specifications. The multi-purpose fields are an ideal home for field sports, such as soccer, lacrosse, rugby, field hockey, flag and tackle football, and more. The economic benefits derived from amateur baseball tournaments and other sports activities is substantial.

Major League Baseball, and specifically, the St. Louis Cardinals, Miami Marlins, Houston Astros, and Washington Nationals, have been and will continue to be an extremely beneficial investment for Palm Beach County. The Palm Beach County Sports Commission looks forward to growing the number of sports related visitors that are traveling to The Palm Beaches to experience the best of baseball. Our Sports Commission will continue to create a positive impact through promotion and utilization of these facilities.

Sincerely,



George Linley  
Executive Director  
Palm Beach County Sports Commission



## **Economic Impact of Major League Baseball Spring Training in Palm Beach County**

Major League Baseball (MLB) Spring Training brings an enormous economic and tourism impact to Palm Beach County. The below information has been assembled to project the economic impact created from Spring Training activity that occurred at FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach and Roger Dean Chevrolet Stadium, located in Jupiter.

FITTEAM Ball Park of the Palm Beaches, which hosts the Houston Astros and Washington Nationals, finished its second MLB Spring Training season after opening in February of 2017. Roger Dean Chevrolet Stadium, home to the St. Louis Cardinals and Miami Marlins completed its 21<sup>st</sup> season in The Palm Beaches. These two facilities represent the only two-team MLB Spring Training complexes that reside in Florida.



***Economic Impact of Major League Baseball Spring Training  
at the FITTEAM Ballpark of The Palm Beaches***

Palm Beach County experienced a robust Major League Baseball (MLB) Spring Training season in 2018 due to the opening of the Ballpark of the Palm Beaches in West Palm Beach. The FITTEAM Ballpark of the Palm Beaches' second year of existence created a tremendous economic and tourism impact. Home to the World Series Champion, Houston Astros, and Washington Nationals, the FITTEAM Ballpark of the Palm Beaches, is one of two baseball complexes in Florida that accommodates two MLB franchises. The other baseball complex in Florida that hosts two MLB teams also resides in Palm Beach County (Roger Dean Chevrolet Stadium).

The methodologies provided in this analysis are derived from the Major League Baseball Florida Spring Training Economic Impact Report, published in June of 2009 by the Florida Sports Foundation and the Bonn Research Group. The information contained herein represents the estimated economic impact projection to Palm Beach County because of spending activity associated with Spring Training at the FITTEAM Ballpark of the Palm Beaches.

The FITTEAM Ballpark of the Palm Beaches accumulated a total attendance of **141,934** over 30 games. The Houston Astros compiled an attendance of **67,931** over 15 games and the Washington Nationals attracted an audience of **74,003** over 15 games. The below information has been assembled to project the economic impact created at the FITTEAM Ballpark of the Palm Beaches during the 2018 MLB Spring Training season.

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to Palm Beach County specifically for MLB Spring Training
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida that came to the Palm Beaches for another primary purpose, but included MLB Spring Training by attending game(s)
- **Non-County-Primary Purpose:** This indicates a visiting party from another county in Florida that came to the Palm Beaches specifically for MLB Spring Training
- **Non-County-Other Purpose:** This indicates a visiting party from another county in Florida that came to the Palm Beaches for another primary purpose, but included MLB Spring Training by attending game(s)
- **Local –** Local attendees were not included in the economic impact projections.

Ballpark of the Palm Beaches Spring Training Attendees / Out-of-State- Primary Purpose	Output
23.12% are Out-of-State Visitors with Spring Training as Primary Purpose	32,815
Party Size - Average Party Size for Out of State Visitors = 3	10,938
Average cumulative number of nights stayed (7.53)	82,366
Direct visitor spending - Average direct visitor spending per party = \$371.28	\$30,580,850

Ballpark of the Palm Beaches Spring Training Attendees / Out of State-Other Purpose	Output
24.94% are Out-of-State Visitors with Other listed as Primary Purpose	35,398
Average Party Size for Out of State Visitors = 3.08	11,493
Average cumulative number of nights stayed (9.66)	111,022
Average visitor spending per party = \$395.43	\$43,901,455

Ballpark of the Palm Beaches Spring Training Attendees / Non County -Primary Purpose	Output
24.22% are Non-County Visitors with Spring Training as the Primary Purpose	34,376
Average Party Size for Out of State Visitors = 2.81	12,234
Average cumulative number of nights stayed (0.39)	4,771
Average direct visitor spending per party = \$171.73	\$819,342

Ballpark of the Palm Beaches Spring Training Attendees / Non-County- Other Purpose	Output
3.55% are Out-of-State Visitors with Spring Training as Primary Purpose	5,039
Average Party Size for Out of State Visitors = 2.68	1,880
Average cumulative number of nights stayed (3.36)	6,317
Average visitor spending per party = \$314	\$1,983,576

The estimated economic from attendees for MLB Spring Training Baseball taking place at the Ballpark of the Palm Beaches is **\$77,285,223**. The benefits of spring training baseball were evident in a surge of visitors traveling from Houston and Washington D.C. The Astros experienced a 21.5% increase in spring training attendance after winning the World Series in October of 2017.





***FITTEAM Ballpark of the Palm Beaches encourages visitation from  
Florida's key travel markets***

Florida's newest Major League Baseball (MLB) Spring Training complex, FITTEAM Ballpark of the Palm Beaches, Inspires visits from two of Florida's targeted travel markets. As the Spring Training home for the Houston Astros and Washington Nationals, FITTEAM Ballpark of the Palm Beaches is a catalyst for tourism. The Houston Astros won the World Series following the FITTEAM Ballpark of the Palm Beaches' Inaugural season, which created more awareness and motivation for the southwest baseball fanbase to visit The Palm Beaches during the 2018 Spring Training season. Discover The Palm Beaches, the official tourism marketing corporation for Palm Beach County, reported visitors from Houston increased by 11.5% during the first quarter of 2018 (January -April). Since 2014, visitation from Houston has experienced a remarkable 78% during the first quarter. Undoubtably, the FITTEAM Ballpark of the Palm Beaches has boosted visits from Houston. See the below chart, which shows the travel growth from Houston (2014-2018):

Visitation	Q1 2014	Q1 2015	Q1 2016	Q1 2017	Q1 2018
Houston	15,300	18,000	19,900	24,500	27,300

While the growth rate from Washington D.C. visitors does not mirror Houston, this travel market is very valuable to the state of Florida. Visit Florida recognizes Washington D.C as one of the state's "Super Six" travel markets, which offer the greatest contributors to Florida's 102.3 million visitors in 2018. Visitors to Florida from Washington D. C. have the highest average household income among the other six travel markets. One In three of Florida's visitors from Washington D.C. are "Millennials", which is the greatest share compared to the other top six markets.

While Washington D.C. is positioned as one of Florida's top five (5) targeted domestic travel markets (DMA), Houston ranks 13<sup>th</sup> and is considered a secondary designated market area. Almost half of Florida's domestic visitors originate from a Super Six travel market or one of the other nine (9) secondary DMAs. Palm Beach County's effort to develop and maintain the FITTEAM Ballpark of the Palm Beaches provides significant tourism benefits to the state of Florida.



***Palm Beach County gains recognition through the Houston Astros World Series Championship***

Spring training is the foundation of a Major League Baseball team's performance and Palm Beach County played a pivotal role in the Houston Astros' first World Series Championship in franchise history. Palm Beach County celebrated the World Series Championship alongside the people of Houston. The national notoriety that comes with winning a World Series shined a spectacular spotlight on The Palm Beaches and Florida. Furthermore, Palm Beach County utilized the Astro's World Series Championship to support under privileged youth. The Houston Astros provided 500 tickets for Palm Beach County youth-based organizations to attend the Astro's Spring Training game on February 24<sup>th</sup>. The Palm Beach County Sports Commission worked with Palm Beach County Youth Services (Empowerment Centers) and Palm Beach County Parks and Recreation to provide tickets to children from across the County, including Pahokee, Belle Glade, South Bay, and the City of Riviera Beach. The World Series Trophy was displayed within the concourse of FITTEAM Ballpark of the Palm Beaches during this game.



## **FITTEAM Ball Park of the Palm Beaches – MLB Spring Training Complex- Multi-Purpose - Year-Round Use**

The FITTEAM Ballpark of the Palm Beaches is a Major League Baseball (MLB) Spring Training Complex equipped with multi-sports capabilities, which allows for utilization on a year-round basis. The facility, which features a modernized 7,500 seat baseball stadium, 13 MLB regulation baseball diamonds, state-of-the-art press box and clubhouse facilities, and five (5) multi-purpose fields designed to FIFA soccer specifications, is built to host a variety of sports activities throughout the year. This facility undoubtedly enhances Palm Beach County's position as a premier sports destination while hosting sporting events that create widespread economic and community benefits. The Palm Beach County Sports Commission, as the sports tourism agency for Palm Beach County, recruits and develops a variety of sporting events to occupy FITTEAM Ballpark of the Palm Beaches. These events will bring visitors from across the state, nation, and globe.

### ***Economic Impact of Amateur Baseball Events in Palm Beach County***

The combination of the FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium provides a significant competitive advantage for the Palm Beach County Sports Commission and its efforts to secure regional and national baseball tournaments that will create a countywide tourism impact to The Palm Beaches. These baseball complexes offer a total of 26 diamonds and two stadiums, which makes Palm Beach County one of Florida's premier destinations for baseball. From July 1, 2017 to June 30, 2018, the Palm Beach County Sport Commission supported 29 regional and national baseball tournaments and showcases, which attracted primarily amateur and youth athletes. These events occupied our county's baseball facilities and created a considerable economic and tourism impact during the shoulder season



These amateur baseball tournaments brought over 1,100 travel teams consisting of more than 17,000 athletes and 23,000 spectators to The Palm Beaches. A total of 32,572 hotel room nights were tracked. These events generated \$22,800,400 in economic impact for Palm Beach County's hospitality industry. The FITTEAM Ballpark of the Palm Beaches is directly related to 24,952 trackable hotel room nights and \$17,466,400 in economic impact. Please see the attached spreadsheet, referred to as "Amateur Baseball Events in Palm Beach County", for a detailed breakdown of this impact.

The Palm Beach County Sports Commission believes the tourism created from baseball activities during Palm Beach County's shoulder season activities will continue to rise significantly. The combination of FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium provides a landscape to recruit tourism generating baseball events and foster the growth of amateur baseball properties.

### ***The FITTEAM Ballpark of the Palm Beaches is a Multi-Purpose Venue***

In addition to baseball, the FITTEAM Ball Park of the Palm Beaches has the capability to host a multitude of other sports activities. This new facility features five (5) multi-purpose fields designed to FIFA (Fédération Internationale de Football Association) soccer specifications. The Palm Beach County Sports Commission will utilize the multi-purpose fields to promote sports tourism and recruit statewide, national, and International sports events that would enlist a collection of new visitors for Palm Beach County and Florida. The multi-purpose fields will host a number of field sports, such as soccer, lacrosse, rugby, field hockey, flag and tackle football and more. The FIFA dimensions are applicable to host all age groups and competition levels for the nation's most popular field sports.

Four (4) non-baseball events occupied the multi-purposes fields located at the FITTEAM Ballpark of the Palm Beaches during the summer of 2018. The Palm Beach Cup, a Florida Youth Soccer Association (FYSA) sanctioned soccer tournament for boys and girls (ages 9 to 19) took place on May 11-13, 2018. Over 180 teams from across Florida and the southeast region of the United States competed. The South Florida Turkey Shootout, Florida Lacrosse Festival, and CHE Lacrosse Palm Beach Shootout took place at the FITTEAM Ballpark of the Palm Beaches on November 18-19, January 6-7, and June 2-3, respectively. These lacrosse tournaments attracted teams and athletes from across the nation. Combined, these events generated over 1,500 room nights for Palm Beach County hotels.

Overtime, the FITTEAM Ballpark of the Palm Beaches will attract more sports activities that create economic and community benefits on a year-round basis. The FITTEAM Ballpark of the Palm Beaches has already demonstrated its ability to be a superior vehicle for sports tourism over its young two-year life cycle.





## **Hotel Room Night Impact Tracked from Major League Baseball Spring Training**

One of the major benefits derived from Spring Training is the surge of business provided to Palm Beach County's hospitality industry. The Palm Beach County Sports Commission tracked **35,500 hotel room nights** from Major League Baseball (MLB) Spring Training and related activities in 2018. These room nights are from direct hotel blocks for team personnel, players, and some travel groups. Room night generation from leisure travelers that visit The Palm Beaches to enjoy Spring Training are not included. The following is a breakdown of trackable Spring Training room nights:

- Major League Baseball Spring Training at FITTEAM Ballpark of the Palm Beaches is responsible for 10,386 hotel room nights (tracked as of June 30, 2018)
- Major League Baseball Spring Training at Roger Dean Chevrolet Stadium is responsible for 18,469 hotel room nights (tracked as of June 30, 2018)
- Minor League Baseball (Class A-Advanced Baseball, Florida State League and the Rookie-level Gulf Coast League) is responsible for 6,645 hotel room nights (tracked as of June 30, 2018)



## Amateur Baseball Events in Palm Beach County July 1, 2017 - June 30, 2018

Event	Facility	Date	# of Teams	Athletes	Spectators	Room Nights	Estimated Visitor Spending
Perfect Game Youth Florida Baseball Series	FITTEAM Ballpark of the Palm Beaches	July 1-5 & July 14-17, 2017	32	480	720	433	\$317,100
Babe Ruth Baseball (11U) State Finals	Okeechobee Park	July 6-9, 2017	10	130	175	77	\$51,900
Cal Ripken Baseball Rookie Southeast Regional Championships	Gardens Park	July 18-22, 2017	30	360	720	866	\$606,200
The Wave Invitational	FITTEAM Ballpark of the Palm Beaches	July 21-25, 2018	62	1,116	1,674	711	\$497,700
National Beep Baseball Association (NBBA) World Series	Village Park	July 23-30, 2017	22	550	275	1,833	\$1,353,100
American Legion Florida State Championship	Santaluces Athletic Complex	July 26-30, 2017	22	330	495	194	\$135,800
Prospect Select Baseball - Palm Beach Classic	FITTEAM Ballpark of the Palm Beaches	September 22-24, 2017	30	450	675	334	\$233,800
HarborB 360 Fall Classic	FITTEAM Ballpark of the Palm Beaches	October 11-15, 2017	6	78	N/A	224	\$156,800
SACSN Invitational Team Championships	Roger Dean Chevrolet Stadium	October 13-15	10	150	40	24	\$16,800
Perfect Game World Wood Bat Association (WWBA) Championships	Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	October 19-23, 2017	88	1,584	2,376	3,381	\$2,366,700
Perfect Game Freshman World Series	Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	October 20-23, 2017	72	1,296	1,944	3,216	\$2,251,200
World Comes to The Palm Beaches	FITTEAM Ballpark of the Palm Beaches	November 3-5, 2017	18	324	486	380	\$266,000
National Adult Baseball Association (NABA) East Coast World Series	Roger Dean Chevrolet Stadium	November 2-5, 2017	8	144	72	15	\$10,500
Puerto Rico Baseball National Team Training	Roger Dean Chevrolet Stadium	November 3-26, 2017	N/A	40	N/A	403	\$282,100
Perfect Game Youth Florida Baseball Fall Series	FITTEAM Ballpark of the Palm Beaches	November 18-19 & December 2-3, 2018	38	570	855	318	\$222,600



# Amateur Baseball Events in Palm Beach County July 1, 2017 - June 30, 2018

Event	Facility	Date	# of Teams	Athletes	Spectators	Room Nights	Estimated Visitor Spending
Coast to Coast Baseball Winter Showcase	Roger Dean Chevrolet Stadium	December 27-31, 2017	N/A	320	320	215	\$150,500
Baseball Instructional Camp	Roger Dean Chevrolet Stadium	January 3-17, 2018	N/A	120	N/A	669	\$468,300
Game Day USA Junior American Camps	FITTEAM Ballpark of the Palm Beaches & Jupiter Community Park	January 12-14, 2018	30	400	600	1,980	\$756,000
St. Louis Cardinals Fantasy Camp	Roger Dean Chevrolet Stadium	January 18-29, 2018	N/A	315	N/A	988	\$691,600
Palm Beach College & International Baseball Festival	Samrautes Athletic Complex	March 6-30, 2018	28	700	1,050	1,958	\$1,370,600
Hardball 360 Fall Classic	FITTEAM Ballpark of the Palm Beaches	April 4-8, 2018	4	42	N/A	139	\$97,300
Play at the Plate	Roger Dean Chevrolet Stadium	April 5-8, 2018	N/A	300	N/A	157	\$109,900
Canada Junior National Team Extended Spring Training	FITTEAM Ballpark of the Palm Beaches	April 18-29, 2018	N/A	56	N/A	307	\$214,900
Perfect Game AAU Florida Showcase	FITTEAM Ballpark of the Palm Beaches	April 28-29, 2018	225	225	335	120	\$84,900
The Sun Conference Baseball Championship	FITTEAM Ballpark of the Palm Beaches	May 3-8, 2018	6	150	600	313	\$219,100
Under Armour Memorial Day Classic	Roger Dean Chevrolet Stadium	May 25-28, 2018	26	390	585	121	\$84,200
South Florida Collegiate Baseball League	Various baseball facilities throughout Palm Beach County	June 2 - July 27, 2018	10	250	250	2,577	\$1,803,900
Prospect Selects Baseball - The Pedro Search Classic	FITTEAM Ballpark of the Palm Beaches, Roger Dean Chevrolet Stadium & Samrautes Athletic Complex	June 8-11, 2018	236	4,284	6,426	4,963	\$3,676,100
USA Baseball National Team Championships	FITTEAM Ballpark of the Palm Beaches & Roger Dean Chevrolet Stadium	June 15 - July 1, 2018	90	1,980	2,970	6,436	\$4,505,200
<b>TOTALS</b>			<b>1,105</b>	<b>17,135</b>	<b>23,663</b>	<b>32,572</b>	<b>\$22,800,400</b>



**PALM BEACH  
SPORTS.COM**

## MEMORANDUM

**Date:** July 27, 2018

**To:** Glen Jergensen

**From:** George Linley

**Subject:** Ballpark of the Palm Beach Beaches – Economic Impact Report

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Tourism Economics, a marketing research firm with vast experience in providing actionable and credible analysis of tourism, was outsourced to conduct an economic impact study, for Spring Training activities at the FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach. The report includes a one-time economic impact attributable to the construction and development of this facility and annual, ongoing impacts attributable to stadium operations and ancillary (attendee spending) at local establishments and businesses outside the stadium.

Please see the report on the FITTEAM Ballpark of the Palm Beaches provided by Tourism Economics. This study provides a detailed analysis on projected economic impact benefits created for the City of West Palm Beach and Palm Beach County.

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**JUST BRING YOUR GAME**

**Palm Beach County Sports Commission**

2195 Southern Blvd., Suite 5500, West Palm Beach, FL 33406 – (561) 233-3180 Fax: (561) 233-3125

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# TOURISM ECONOMICS

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## The Economic Impact of a New Spring Training Facility in West Palm Beach, FL



TOURISM  
ECONOMICS

AN OXFORD ECONOMICS COMPANY

## Contents

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<b>1</b>	<b>Executive Summary .....</b>	<b>3</b>
1.1	One-Time Impacts in West Palm Beach.....	3
1.2	Annual, Ongoing Impacts in West Palm Beach.....	5
<b>2</b>	<b>Introduction .....</b>	<b>8</b>
<b>3</b>	<b>Project Components .....</b>	<b>9</b>
<b>4</b>	<b>Economic Impacts Defined.....</b>	<b>10</b>
<b>5</b>	<b>One-Time Economic Impacts Attributable to Construction Expenditures.....</b>	<b>12</b>
5.1	One-Time Economic Impacts.....	12
5.2	One-Time State and Local Tax Impacts .....	13
<b>6</b>	<b>Ongoing Economic Impacts Attributable to Stadium Operations and Ancillary (Attendee) Spending.....</b>	<b>14</b>
6.1	Stadium Operations .....	14
6.2	Ancillary Spending .....	14
6.3	Annual, Ongoing Economic Impacts.....	16
6.3.1	Economic Output Impacts.....	16
6.3.2	Personal Income Impacts .....	17
6.3.3	Employment Impacts .....	18
6.4	Annual, Ongoing Fiscal (Tax) Impacts.....	19

## 1 Executive Summary

The Houston Astros and Washington Nationals are proposing a public/private partnership for a \$140 million stadium in the City of West Palm Beach in Palm Beach County, FL that will host spring training games for the Houston Astros and the Washington Nationals. The proposed facility would generate significant, positive economic and fiscal (tax) impacts for the local economy of West Palm Beach. One-time impacts would include economic activity attributable to the construction and development of the proposed stadium. Annual, ongoing impacts would include impacts attributable to stadium operations and ancillary (attendee spending) at local establishments and businesses outside the stadium.

### 1.1 One-Time Impacts in West Palm Beach

The stadium's \$140 million capital budget would generate a total economic impact of more than \$158 million in the City of West Palm Beach. This total economic impact of \$158 million would include \$58 million in total personal income, supporting more than 1,200 annualized FTE (full-time equivalent) jobs. This economic activity will generate significant one-time fiscal (tax) impacts of nearly \$6 million in state and local taxes.

Figure 1.1: Summary One-Time Impacts in West Palm Beach Attributable to Construction Expenditures

<b>Summary One-Time Construction Period Impacts in West Palm Beach</b>				
	<b>Direct</b>	<b>Indirect</b>	<b>Induced</b>	<b>Total</b>
<b>Economic Output</b>	\$140,000,000	\$8,923,726	\$9,136,513	\$158,060,238
<b>Personal Income</b>	\$51,265,199	\$3,527,671	\$3,080,019	\$57,873,089
<b>Jobs</b>	1,061	66	78	1,205
<b>State and Local Taxes</b>				\$5,854,185

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, \$140 million in direct construction expenditures will generate an additional \$46 million in indirect economic output and \$47 million in induced economic output, resulting in \$233 million of total economic output in Palm Beach County. This total economic impact of \$233 million will include \$86 million in total personal income, supporting nearly 1,800 FTE (full-time equivalent) jobs.

Figure 1.2: Summary One-Time Impacts in Palm Beach County Attributable to Construction Period

<b>Summary One-Time Construction Period Impacts in Palm Beach County</b>				
	Direct	Indirect	Induced	Total
<b>Economic Output</b>	<b>\$140,000,000</b>	<b>\$45,598,725</b>	<b>\$47,344,384</b>	<b>\$232,943,109</b>
<b>Personal Income</b>	<b>\$51,265,199</b>	<b>\$18,620,099</b>	<b>\$16,485,536</b>	<b>\$86,370,834</b>
<b>Jobs</b>	<b>1,061</b>	<b>325</b>	<b>370</b>	<b>1,756</b>
<b>State and Local Taxes</b>				<b>\$5,602,045</b>

Source: Tourism Economics (2014)

## 1.2 Annual, Ongoing Impacts in West Palm Beach

While the construction phase generates one-time economic and fiscal impacts in West Palm Beach, stadium operations and ancillary spending will generate annual, ongoing impacts in the local economy. Preliminary estimates indicate that gross stadium revenue will range from \$5.6 million to \$8.8 million, while attendee spending at establishments and businesses outside the stadium in West Palm Beach will range from \$19.9 million to \$27.4 million. When combined, stadium operations and ancillary spending will generate \$25.5 million to \$36.2 million in direct economic activity in West Palm Beach each year. This direct spending will generate a total citywide economic impact ranging from \$32.8 million to \$46.6 million each year, including \$12.9 million to \$18.4 million in total personal income, supporting 429 to 623 FTE jobs.

Figure 1.3: Summary Ongoing Impacts in West Palm Beach Attributable to Annual Stadium Operations and Ancillary Spending

<b>Annual, Ongoing Economic Output Impacts in West Palm Beach</b>		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$32,804,633</b>	<b>\$46,609,032</b>
Direct Output	\$25,544,720	\$36,223,990
Indirect Output	\$3,423,126	\$4,897,417
Induced Output	\$3,836,789	\$5,487,628

<b>Annual, Ongoing Personal Income Impacts in West Palm Beach</b>		
Description	Low Scenario	High Scenario
<b>Total Personal Income</b>	<b>\$12,896,832</b>	<b>\$18,415,567</b>
Direct Personal Income	\$10,465,823	\$14,926,794
Indirect Personal Income	\$1,208,556	\$1,736,133
Induced Personal Income	\$1,222,453	\$1,752,640

<b>Annual, Ongoing Employment Impacts in West Palm Beach</b>		
Description	Low Scenario	High Scenario
<b>Total Jobs</b>	<b>429</b>	<b>623</b>
Direct Jobs	366	530
Indirect Jobs	34	49
Induced Jobs	29	44

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, gross stadium revenue will range from \$5.6 million to \$8.8 million, while total attendee spending will range from \$49.5 million to \$68.1 million. When combined, stadium operations and ancillary spending will generate \$55.1 million to \$76.9 million in direct economic activity in Palm Beach County each year. This direct spending will generate a total countywide economic impact ranging from \$92.1 million to \$128.6 million each year, including \$35.3 million to \$49.4 million in total personal income, supporting 1,007 to 1,422 FTE jobs.

Figure 1.4: Summary Ongoing Impacts in Palm Beach County Attributable to Annual Stadium Operations and Ancillary Spending

<b>Annual, Ongoing Economic Output Impacts in Palm Beach County</b>		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$92,068,255</b>	<b>\$128,604,125</b>
Direct Output	\$55,104,625	\$76,868,858
Indirect Output	\$17,413,545	\$24,374,539
Induced Output	\$19,550,085	\$27,360,730

<b>Annual, Ongoing Personal Income Impacts in Palm Beach County</b>		
Description	Low Scenario	High Scenario
<b>Total Personal Income</b>	<b>\$35,296,565</b>	<b>\$49,409,722</b>
Direct Personal Income	\$21,930,744	\$30,691,060
Indirect Personal Income	\$6,604,816	\$9,254,982
Induced Personal Income	\$6,761,005	\$9,463,681

<b>Annual, Ongoing Employment Impacts in Palm Beach County</b>		
Description	Low Scenario	High Scenario
<b>Total Jobs</b>	<b>1,007</b>	<b>1,422</b>
Direct Jobs	707	999
Indirect Jobs	149	202
Induced Jobs	157	221



The annual economic impacts will also generate ongoing fiscal impacts. Total state and local taxes will range from \$9.4 million to \$12.9 million each year.

Over a 20-year period, the net present value of cumulative state and local taxes will range from \$139.2 million to \$192.4 million, as shown in Figure 1.5 below.

**Figure 1.5: Cumulative 20-Year Fiscal (Tax) Impacts Attributable to Stadium Operations and Ancillary Spending**

<b>Cumulative 20-Year Tax Impacts</b>		
Description	Low Scenario	High Scenario
<b>Total State &amp; Local Taxes</b>	<b>\$139,196,199</b>	<b>\$192,422,304</b>
Sales	\$64,416,080	\$88,804,125
Property Taxes	\$55,007,276	\$76,277,393
Corporate	\$1,518,659	\$2,097,407
Lodging	\$6,418,336	\$8,825,211
Other taxes and fees	\$11,835,848	\$16,418,169

Source: Tourism Economics (2014)

## 2 Introduction

The Houston Astros and Washington Nationals are proposing a public/private partnership for a \$140 million stadium in the City of West Palm Beach in Palm Beach County, FL that will host spring training games for the Houston Astros and the Washington Nationals. Tourism Economics has been retained to estimate the development's positive impacts on the local economy through construction and operations, generating business sales, personal income, employment, and local taxes.

Tourism Economics, an Oxford Economics company, has conducted over one-hundred economic impact studies and/or visitor projection models for developers, tourism associations, CVB's, state tourism offices, and national tourism offices across every region of the world.

In addition, Tourism Economics has already conducted a detailed study in November 2011 analyzing the impacts of tourism in Palm Beach County, FL. In this study, Tourism Economics performed a detailed evaluation of the economic impact of visitor spending in terms of business sales, personal income, employment, and tax revenue. As a result of this engagement, Tourism Economics gained significant expertise into the economic potential of Palm Beach County.



### 3 Project Components

The proposed stadium will have a capital budget of \$140 million and will host spring training games for the Houston Astros and the Washington Nationals. The stadium will be located in West Palm Beach in Palm Beach County, FL and situated at a current landfill site at 45<sup>th</sup> Street and Haverhill Road.

Figure 3.1: Aerial View of Proposed Stadium Site in Palm Beach County, FL



Main components of the complex will include:

- Main stadium
- 12 practice fields
- Two clubhouses
- Two training complexes
- Community athletic fields
- Parking lots

The complex will also be used for year-round community athletic activities, including soccer and lacrosse. Additionally, the complex will host non-MLB events such as amateur baseball and softball tournaments.

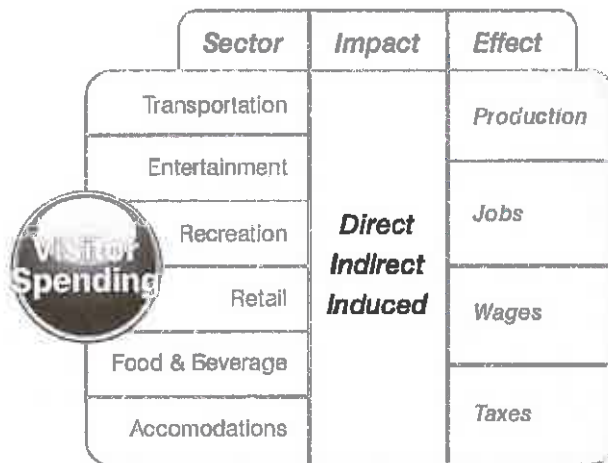
## 4 Economic Impacts Defined

The first step in calculating the economic and fiscal impacts of the proposed stadium is to identify the main components that would positively impact the economies of West Palm Beach and Palm Beach County:

- One-time Impacts attributable to construction expenditures
- Annual impacts attributable to stadium operations
- Annual impacts of ancillary (attendee) spending

The economic impacts of each component outlined above were estimated using a regional Input-Output (I-O) model based on IMPLAN ([www.implan.com](http://www.implan.com)) models. IMPLAN is recognized as one of two industry standards in local-level I-O models. An I-O model represents a profile of an economy by measuring the relationships among industries and consumers. For example, an I-O model tracks the flow of a visitor's restaurant expenditures to wages, profits, capital, taxes and suppliers. The supplier chain is also traced to food wholesalers, to farmers, and so on. In this way, the I-O model allows for the measurement of the direct and indirect sales generated by a restaurant meal. The model also calculates the induced impacts of tourism. These induced impacts represent benefits to the economy as employees of tourism sectors spend their wages in the local economy, generating additional output, jobs, taxes, and wages.

Figure 4.1: Illustration of Economic Impact Model



IMPLAN is particularly effective because it calculates these three levels of impact – direct, indirect, and induced – for a broad set of indicators. These include the following:

- Spending
- Wages
- Employment
- Federal Taxes
- State Taxes
- Local Taxes

The modeling process begins with aligning the expenditure measurements with the related sectors in the model (e.g. sports & recreation, restaurants, retail, and entertainment). The model is then run to simulate the flow of these expenditures through the economy. In this process, the inter-relationships between consumers and industries generate each level of impact for each economic indicator (sales, wages, employment, etc.).

## 5 One-Time Economic Impacts Attributable to Construction Expenditures

### 5.1 One-Time Economic Impacts

The proposed facility will have a capital budget of \$140 million. As shown in Figure 5.1, \$140 million in direct construction expenditures will generate an additional \$9 million in indirect economic output and \$9 million in induced economic output, resulting in more than \$158 million of total economic output in the local economy of West Palm Beach. This total economic impact of \$158 million will include \$58 million in total personal income, supporting more than 1,200 FTE (full-time equivalent) jobs in West Palm Beach.

Figure 5.1: Summary One-Time Impacts in West Palm Beach Attributable to Construction Period

<b>Summary One-Time Construction Period Impacts in West Palm Beach</b>				
	Direct	Indirect	Induced	Total
<b>Economic Output</b>	\$140,000,000	\$8,923,726	\$9,136,513	\$158,060,238
<b>Personal Income</b>	\$51,265,199	\$3,527,871	\$3,080,019	\$57,873,089
<b>Jobs</b>	1,061	66	78	1,205
<b>State and Local Taxes</b>				\$5,854,185

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, \$140 million in direct construction expenditures will generate an additional \$46 million in indirect economic output and \$47 million in induced economic output, resulting in \$233 million of total economic output in Palm Beach County. This total economic impact of \$233 million will include \$86 million in total personal income, supporting nearly 1,800 FTE (full-time equivalent) jobs.

Figure 5.2: Summary One-Time Impacts in Palm Beach County Attributable to Construction Period

<b>Summary One-Time Construction Period Impacts in Palm Beach County</b>				
	Direct	Indirect	Induced	Total
Economic Output	\$140,000,000	\$45,598,725	\$47,344,384	\$232,943,109
Personal Income	\$51,265,199	\$18,620,099	\$16,485,536	\$86,370,834
Jobs	1,061	325	370	1,756
State and Local Taxes				\$5,602,045

Source: Tourism Economics (2014)

## 5.2 One-Time State and Local Tax Impacts

The economic impacts outlined above will generate nearly \$6 million in state and local taxes. This total tax impact will include nearly \$1.2 million in sales tax revenue and \$3.3 million in property tax revenue.

Figure 5.3: One-Time Fiscal (Tax) Impacts Attributable to Construction Expenditures

<b>State &amp; Local Taxes</b>	
Description	Tax Revenue
Sales	\$1,194,067
Property Taxes	\$3,306,001
Corporate	\$166,144
Other taxes and fees	\$935,834
<b>Total State &amp; Local Taxes</b>	<b>\$5,602,045</b>

Source: Tourism Economics (2014)

## 6 Ongoing Economic Impacts Attributable to Stadium Operations and Ancillary (Attendee) Spending

While the stadium's construction period will generate significant one-time impacts for the economy of West Palm Beach, annual stadium operations and attendee spending at local business and establishments outside the stadium will lead to significant annual, *ongoing* economic and fiscal impacts.

### 6.1 Stadium Operations

The proposed stadium will be open for spring training approximately two years after construction begins. Preliminary estimates indicate the stadium will host 32 spring training games between the two MLB teams, with an average attendance of 5,000 to 6,875 per game and average per-game attendee spending of \$35 to \$40<sup>1</sup>. Based on these attendance and per-attendee spending estimates, gross annual stadium revenue would range from \$5.6 million to \$8.8 million.

### 6.2 Ancillary Spending

With 32 spring training games between the two MLB teams, and an average attendance of 5,000 to 6,875 per game, the new stadium will have a total annual attendance of 160,000 to 220,000 attendees. In addition to spending money at the stadium, attendees will also spend money at local establishments in West Palm Beach. Sample expenditure categories include:

- Lodging
- Restaurants & drinking establishments
- Grocery & convenience stores
- Admissions and recreation/amusement activities
- Museums & historical sites
- Transportation (ground transportation, auto rental, fuel)
- Shopping & miscellaneous retail

Research conducted by the teams indicates that spring training fans are an affluent group, and the majority travel from outside Florida. Approximately 37% have a household income over \$100K, representing significant purchasing power. In addition, 59% are from outside Florida, generating an infusion of spending within the local economy of Palm Beach County.

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<sup>1</sup> Per-attendee spending estimate of \$35 to \$40 are conservative compared to previous studies of existing spring training stadiums.

As previously outlined, total attendance at the proposed stadium will range from 160,000 to 220,000 attendees. Bonn Marketing Research Group's (Bonn Marketing) study, "2009 Major League Baseball Florida Spring Training Economic Study" provides a detailed breakdown of out-of-state and in-state spring training attendees for spring training facilities in Florida. The analysis assumes that the shares of out-of-state and in-state attendees at the proposed stadium, as well as per-attendee spending outside the stadium, will be similar to the findings in Bonn Marketing Research Group's 2009 study. As shown in Figure 6.1, there will be between 94,400 and 129,800 out-of-state attendees and between 65,600 and 90,200 in-state attendees at the new stadium.

Figure 6.1: Detailed Out-of-State and In-State Attendance Estimates

Description	Attendance (Low Estimate)	Attendance (High Estimate)
Total Attendees	160,000	220,000
Out-of State	94,400	129,800
In-State	65,600	90,200
Palm Beach County	38,672	53,174
Outside Palm Beach County	26,928	37,026

Source: Tourism Economics (2014)

Bonn Marketing's 2009 study found that out-of-state attendees (including attendees who spent multiple days in the region) spent an average of \$515 in the stadium's host county, while in-state attendees originating from outside Palm Beach County spent an average of \$33<sup>2</sup>. We assume that out-of-state attendees at the new stadium will spend \$207 in West Palm Beach, while in-state attendees will spend \$15 in West Palm Beach.

Figure 6.2: Detailed Attendance and Total Attendee Spending in West Palm Beach

Description	Per-Attendee Spending	Attendance (Low Estimate)	Attendance (High Estimate)	Total Spending (Low Estimate)	Total Spending (High Estimate)
Out-of State	\$207	94,400	129,800	\$19,540,800	\$26,868,600
In-State		65,600	90,200	\$403,920	\$555,390
Palm Beach County	NA	38,672	53,174	NA	NA
Outside Palm Beach County	\$15	26,928	37,026	\$403,920	\$555,390
<b>Total</b>		<b>160,000</b>	<b>220,000</b>	<b>\$19,944,720</b>	<b>\$27,423,990</b>

Source: Tourism Economics (2014)

<sup>2</sup> Out-of-state attendees include: 1.) attendees who indicated spring training games were the primary purpose of their trip to Florida and spent multiple days in Palm Beach County, and 2.) attendees who indicated spring training games were *not* the primary purpose of their trip. In-state attendees from Palm Beach County are excluded from the economic impact analysis, since their spending does not represent new dollars in the local economy.



### 6.3 Annual, Ongoing Economic Impacts

#### 6.3.1 Economic Output Impacts

As outlined in Sections 6.1 and 6.2, gross stadium revenue will range from \$5.6 million to \$8.8 million, while total attendee spending will range from \$19.9 million to \$27.4 million. This results in a direct impact ranging from \$25.5 million to \$36.2 million. As shown in Figure 6.3, this direct impact will generate between \$3.4 million and \$4.9 million in indirect output and \$3.8 million to \$5.5 million in induced output, resulting in a total annual economic impact in West Palm Beach ranging from \$32.8 million to \$46.6 million.

Figure 6.3: Annual Economic Output Impacts in West Palm Beach Attributable to Stadium Operations and Ancillary Spending

Annual, Ongoing Economic Output Impacts in West Palm Beach		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$32,804,633</b>	<b>\$46,609,032</b>
Direct Output	\$25,544,720	\$36,223,990
Indirect Output	\$3,423,126	\$4,897,417
Induced Output	\$3,836,789	\$5,487,628

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, gross stadium revenue will range from \$5.6 million to \$8.8 million, while total attendee spending will range from \$49.5 million to \$68.1 million. This results in a direct impact ranging from \$55.1 million to \$76.9 million. As shown in Figure 6.4, this direct impact will generate between \$17.4 million and \$24.4 million in indirect output and \$19.6 million to \$27.4 million in induced output, resulting in a total annual economic impact in Palm Beach County ranging from \$92.1 million to \$128.6 million.

Figure 6.4: Annual Economic Output Impacts in Palm Beach County Attributable to Stadium Operations and Ancillary Spending

Annual, Ongoing Economic Output Impacts in Palm Beach County		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$92,068,255</b>	<b>\$128,604,125</b>
Direct Output	\$55,104,625	\$76,868,858
Indirect Output	\$17,413,545	\$24,374,539
Induced Output	\$19,550,085	\$27,360,730

Source: Tourism Economics (2014)



**6.3.2 Personal Income Impacts**

In West Palm Beach, the total economic impact of \$32.8 to \$46.6 million will include \$12.9 million to \$18.4 million in total personal income on an annual basis. This total personal income impact will include \$10.5 million to \$14.9 million in direct personal income, \$1.2 million to \$1.7 million in indirect personal income, and \$1.2 million to \$1.8 million in induced personal income, as shown in Figure 6.5.

**Figure 6.5: Annual Personal Income Impacts in West Palm Beach Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Personal Income Impacts in West Palm Beach</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Personal Income</b>	<b>\$12,896,832</b>	<b>\$18,415,567</b>
Direct Personal Income	\$10,465,823	\$14,926,794
Indirect Personal Income	\$1,208,556	\$1,736,133
Induced Personal Income	\$1,222,453	\$1,752,640

Source: Tourism Economics (2014)

In Palm Beach County, the total economic impact of \$92.1 to \$128.6 million will include \$35.3 million to \$49.4 million in total personal income on an annual basis. This total personal income impact will include \$21.9 million to \$30.7 million in direct personal income, \$6.6 million to \$9.3 million in indirect personal income, and \$6.8 million to \$9.5 million in induced personal income, as shown in Figure 6.6.

**Figure 6.6: Annual Personal Income Impacts in Palm Beach County Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Personal Income Impacts in Palm Beach County</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Personal Income</b>	<b>\$35,296,585</b>	<b>\$49,409,722</b>
Direct Personal Income	\$21,930,744	\$30,691,060
Indirect Personal Income	\$6,604,816	\$9,254,982
Induced Personal Income	\$6,761,005	\$9,463,681

Source: Tourism Economics (2014)

**6.3.3 Employment Impacts**

In West Palm Beach, the personal income impacts will support 429 to 623 total FTE jobs on an annual basis. This total job impact will include 366 to 530 direct jobs, 34 to 49 indirect jobs, and 29 to 44 induced jobs, as shown in Figure 6.7.

**Figure 6.7: Annual Employment Impacts in West Palm Beach Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Employment Impacts in West Palm Beach</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Jobs</b>	<b>429</b>	<b>623</b>
Direct Jobs	366	530
Indirect Jobs	34	49
Induced Jobs	29	44

Source: Tourism Economics (2014)

In Palm Beach County, the personal income impacts will support 1,007 to 1,422 total FTE jobs on an annual basis. This total job impact will include 707 to 999 direct jobs, 143 to 202 indirect jobs, and 157 to 221 induced jobs, as shown in Figure 6.8.

**Figure 6.8: Annual Employment Impacts in Palm Beach County Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Employment Impacts in Palm Beach County</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Jobs</b>	<b>1,007</b>	<b>1,422</b>
Direct Jobs	707	999
Indirect Jobs	143	202
Induced Jobs	157	221

Source: Tourism Economics (2014)

#### 6.4 Annual, Ongoing Fiscal (Tax) Impacts

Annual stadium operations and ancillary spending would also generate annual, ongoing fiscal impacts. As shown in Figure 6.9, annual, ongoing state and local taxes will range from \$9.4 million to \$12.9 million. This total tax impact will include \$4.3 million to \$6.0 million in sales tax revenue and \$3.7 million to \$5.1 million in property tax revenue.

Figure 6.9: Annual Fiscal (Tax) Impacts Attributable to Stadium Operations and Ancillary Spending

Annual, Ongoing Tax Impacts		
Description	Low Scenario	High Scenario
<b>Total State &amp; Local Taxes</b>	<b>\$9,356,171</b>	<b>\$12,933,801</b>
Sales	\$4,329,772	\$5,969,032
Property Taxes	\$3,697,353	\$5,127,039
Corporate	\$102,078	\$140,979
Lodging	\$431,413	\$593,193
Other taxes and fees	\$795,555	\$1,103,559

Source: Tourism Economics (2014)

Figure 6.10 outlines the net present value of cumulative 20-year state and local tax impacts attributable to stadium operations and ancillary spending. Over the 20-year period, total state and local tax revenues will range from \$139.2 million to \$192.4 million. Sales tax revenue will range from \$64.4 million to \$88.8 million, while property tax revenue will range from \$55.0 million to \$76.3 million.

Figure 6.10: Cumulative 20-Year Fiscal (Tax) Impacts Attributable to Stadium Operations and Ancillary Spending

Cumulative 20-Year Tax Impacts		
Description	Low Scenario	High Scenario
<b>Total State &amp; Local Taxes</b>	<b>\$139,196,199</b>	<b>\$192,422,304</b>
Sales	\$64,416,080	\$88,804,125
Property Taxes	\$55,007,278	\$76,277,393
Corporate	\$1,518,659	\$2,097,407
Lodging	\$6,418,336	\$8,825,211
Other taxes and fees	\$11,835,848	\$16,418,169

Source: Tourism Economics (2014)

**PHILADELPHIA**

303 Lancaster Avenue, Suite 1b  
Wayne PA 19087, USA  
Tel: +1 610 995 9600

**OXFORD**

Abbot House, 121 St Aldates  
Oxford, OX1 1HB, UK  
Tel: +44 1865 268900

**LONDON**

Broadwall House, 21 Broadwall  
London, SE1 9PL, UK  
Tel: +44 207 803 1400

**BELFAST**

Lagan House, Sackville Street  
Lisburn, BT27 4AB, UK  
Tel: +44 28 9266 0669

**NEW YORK**

817 Broadway, 10th Floor  
New York, NY 10003, USA  
Tel: +1 646 786 1863

**SINGAPORE**

No.1 North Bridge Road  
High Street Centre #22-07  
Singapore 179094  
Tel: +65 6338 1235

**PARIS**

9 rue Huysmans  
75006 Paris, France  
Tel: +33 6 79 900 846

email: [info@tourismeconomics.com](mailto:info@tourismeconomics.com)

[www.tourismeconomics.com](http://www.tourismeconomics.com)



**TOURISM  
ECONOMICS**

**List of All Construction-Related Contracts  
with an Estimated Cost of Greater Than  
\$250,000**

## **Vendor Contracts - Estimated Cost > \$250,000**

Ferguson Enterprises, Inc.  
Coral Steel Company  
Cemex  
Musco Corporation  
Siteone Landscape Supply, Inc.  
Infra-Metals Co.  
Florida Superior Sand, Inc.  
Palm Beaches Aggregates, LLC  
Canam  
Daikin Applied Americas, Inc.  
Dura Edge Natural Sand Co.  
TAW Power Systems, Inc.  
Allied Building Products  
Olympia Building Supplies  
Graybar Electric Company

URS Corp.  
Ardaman & Associates

Marc Taylor Inc.  
Hors Project Management

HKS Architects  
Kimly-Horn and Associates, Inc  
Bliss & Nyitray, Inc  
Idibri  
EDSA Inc.  
WSP  
Glidden Spina & Partners

Hunt Construction Group  
Messam Construction  
TWS Fabricators  
Xpert Elevator Services  
Thema Seal Roof Systems, LLC  
Mancil's Tractor Service, Inc.  
CCK Construction Services  
Davco Electrical Contractors Corp  
MIK, LLC  
Florida Exotic A Landscape Company, Inc.  
Sports Contracting Group, LLC

Lotspeich Co. of Florida, Inc  
Net Connection, LLC  
HydroWorx International, Inc.  
Environmental Painting Alternatives, Inc.  
American Seating Company  
Allied Steel Buildings, Inc.  
Advanced Woodworking Industries, LLC  
Metro Fire Sprinkler Services, Inc  
Hollman, Inc  
General Caulking & Coatings Co., Inc  
Acousti Engineering Company of Florida  
A Christian Glass & Mirror Company  
"2" SBW & Associates  
Kirlin Florida, LLC  
ValleyCrest Landscape Development, Inc.

Solid Waste Authority  
City of West Palm Beach  
Centerline Utilities, Inc.

Steiner-Atlantic Corp  
Patterson Pope  
Empire Office, Inc  
CBI  
C&H Baseball  
Skyrim Studio, Inc  
Daktronics  
Creative Signs Inc  
Dedicated IT  
Jade Communications  
Peerson Audio  
Sammet Pools  
Sports Venue Padding  
Stafford-Smith  
Alliance Elevator Solution  
Center Hill Building Products  
Coastal Netting Systems  
JW Cheatum  
Schulte Building Systems  
Southern Athletic Fields  
Stephen's Pipe & Steel

**Written Evidence that the County Continues to Meet the Certification Criteria in Effect when the County was Certified Pursuant to Section 288.11631, F.S. (2015)**



Criteria / F.S. Citation	2018 Status
<p>The County is responsible for the construction or renovation of the facility or holds title to the property</p> <p><i>(288.11631(2)(a)1 F.S.)</i></p>	<p>Palm Beach County: 1) is the property owner, as evidenced by Official Record Book 27905 Page 1956 of the public records of Palm Beach County; 2) granted \$5.0M to commence due diligence and construction; and 3) has issued bonds in the amount of \$122.005M (\$130M gross return) toward construction financing for the facility</p>
<p>County has a signed agreement with a spring training franchise for the use of a facility and the agreement must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise</p> <p><i>(288.11631(2)(a)2 F.S.)</i></p>	<p>The 31-year term per Article 3.1 of the accompanying First Restated Sports Facility Use Agreement remains unchanged, as does the 30-year term of the County's special obligation bonds for the facility's construction. As a practical matter, because of the unfinished state of construction at the start of the 2017 MLB Spring Training season, MLB Spring Training at the facility is assured for at least 32 years, thru 2048.</p>
<p>The agreement must also require the franchise to reimburse the state for state funds expended by the County if the franchise relocates before the agreement expires</p> <p><i>(288.11631(2)(a)2 F.S.)</i></p>	<p>Article 22.3 of the accompanying First Restated Sports Facility Use Agreement contains language that requires each team to reimburse the state if the team relocates; this language in the Use Agreement was reviewed by DEO and deemed acceptable by DEO as meeting the requirements of F.S. 288.11631</p>
<p>The County maintains its financial commitment to provide 50 percent or more of the funds to construct the facility</p> <p><i>(288.11631(2)(a)3 F.S.)</i></p>	<p>Palm Beach County has committed to contribute \$135M towards the construction cost of the facility, which is estimated to be +/- \$156M at final completion.</p>
<p>The facility will attract paid attendance of at least 50,000 persons annually to the spring training games</p> <p><i>(288.11631(2)(a)4 F.S.)</i></p>	<p>The Palm Beach County Sports Commission reports a combined total attendance of 141,934 during the 2018 Spring Training season at the FITTEAM Ballpark of the Palm Beaches. See attached certification from HW's General Manager (Page 4 of 4 hereto) that paid attendance exceeded 50,000.</p>
<p>The facility for a spring training franchise is located in a county that levies a tourist development tax under s. 125.0104.</p> <p><i>(288.11631(2)(a)5 F.S.)</i></p>	<p>Palm Beach County's tourist development tax can be found in the Palm Beach County Code Section 17-111 through 17-125. Section 17-117 allocates a portion of the tax to professional sports franchise facilities.</p>

Topic / F.S. Citation	2018 Status
<p>Anticipated effect on the economy of the local community where the facility is to be constructed or renovated</p> <p><i>(288.11631(2)(b)1 F.S.)</i></p>	<p>Although construction remains in progress, current projections indicate a total capital investment of \$156M upon final completion</p> <p>Refer to the Economic Impact letters and documentation prepared by the Palm Beach County Tourist Development Council and Sports Commission that accompanies this Annual Report for detailed information that is responsive to this provision</p>
<p>Potential for the facility to be used as a multiple purpose, year around facility</p> <p><i>(288.11631(2)(b)3 F.S.)</i></p>	<p>Beyond the MLB Spring Training season, the facility has come to host an array of public and private events throughout the year consisting of a soccer tournament, youth football camp, high school baseball tournament, collegiate league baseball games, a youth baseball tournament, and even wedding ceremonies. Events yet to come this year alone include additional baseball tournaments, a car show, an organized charity walk fundraising event, and potentially others that are yet to be announced. A complete schedule of events is available from the facility's homepage (<a href="http://www.fitteamballpark.com/event-calendar/">http://www.fitteamballpark.com/event-calendar/</a>). A perimeter multi-use trail is also accessible daily for public use, and a contiguous City of West Palm Beach public park (separately funded but related to the overall delivery of the facility) is now complete and in use by the general public.</p>
<p>The location of the facility in a brown field, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an urban infill redevelopment plan.</p> <p><i>(288.11631(2)(b)9 F.S.)</i></p>	<p>Development of this former landfill site as a facility for a spring training franchise rid the property of approximately 449,000 cubic yards of waste material that presented unknown environmental impacts and posed an eyesore for the community</p> <p>Shortly after construction commencement in the closing months of 2015, the adjacent multifamily community to the northwest of the site (Robinson Village) sold in January of 2016 for \$7,784,500. That price was up from \$2,700,000 at time of the prior sale in January 2012; thus demonstrating the enormous economic stimulus for the immediately surrounding area and community at large.</p> <p>Since the subject facility opened in February 2017, the owner of the adjacent retail plaza to the northeast of the site has significantly renovated that commercial property for the first time since initial construction in 1987. Other properties are actively being marketed for sale and/or redevelopment, which further indicates how the facility is proving to be an agent for positive change in the community as was promoted, hoped and anticipated.</p>

CERTIFICATION OF FBTPB SPRING TRAINING PAID ATTENDANCE

I, Brady Ballard, do hereby certify that:

I am the General Manager of I/W Spring Training Complex, LLC (the LLC);

The LLC operates the stadium known as FITTEAM Ballpark of the Palm Beaches (FBTPB) under an agreement between the LLC and Palm Beach County;

I have knowledge of the attendance numbers for the 2018 Spring Training Season games held at FBTPB and I certify that the paid attendance for the Spring Training games exceeded 50,000.

  
Signature

Brady Ballard  
Name Printed

General Manager  
Title

**Written Evidence, Including Numerical and/or Statistical Analysis as Applicable, that the County is in Compliance with Section 288.1167, F.S.\***

\* Documentation produced by HW Spring Training Complex, LLC

## 2018 M/WBE PARTICIPATION

Contracts for Operations 7.1.17 – 6.30.18

<b>Operations Vendors (list all Operations Vendors)</b>	<b>M/WBE Category (if Vendor is a certified M/WBE list category of certification)</b>	<b>Amount Spent (list amount spent with each Operations Vendor)</b>
Amerigrow	Woman-owned	\$25,993
DGVA International Bakery	Hispanic	\$13,172
Freedom Fresh	Woman-owned	\$99,579
Independent Seafood	Hispanic Woman- owned	\$404
J Zollo & Associates	Woman-owned	\$21,524
Office Express Supplies	Hispanic	\$181
Outdoor America Images	Woman-owned	\$32,393
Property Works	Hispanic	\$302,672
Security Providers of Florida	African-American subcontractor	\$23,815
Tropical Nut & Fruit	Woman-owned	\$21,707

Total Spent for All Operational Service Contract Vendors: \$2,252,608

Total Spent with M/WBE Vendors on Operations: \$541,440 (24%)

State of Florida

Woman Business Certification

Amerigrow Recycling-Delray Limited Partnership

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

05/16/2017 to 05/16/2019



Erin Robk, Interim Secretary  
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-3015 • [www.dms.fl.gov](http://www.dms.fl.gov)

# State of Florida

## Minority Business Certification

### DGVA International Bakery

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

11/08/2017 to 11/08/2019



Erin Rock, Secretary  
Florida Department of Management Services



FFS 0011 18-5 11-A

# Freedom Fresh, LLC.



Florida State Minority Supplier Development Council

\*NAICS (Code(s)): 4444

11/14/2017

Issued Date

Certificate Number

*Boatrice L.ouissant*

*Boatrice L.ouissant*

Expiration Date

Boatrice L.ouissant President S-CIF

By signing this form, the Supplier certifies that the information provided is true and correct.

This is a requirement of the Florida Minority Supplier Development Council.





THIS CERTIFIES THAT

**Outdoor America Images, Inc.**  
dba OAI Visual Branding

\* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 323111

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/01/2017

Issued Date

FL04218

Certificate Number

Louis Green

Expiration Date

Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

**Palm Beach County**  
**Office of Small Business Assistance**  
Certifies That  
**BATALLAN ENTERPRISES INC dba PROPERTY WORKS**

Vendor # VC0000126438

*Is a Small /Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from May 28, 2015 to May 27, 2018*

The following Services and/or Products are covered under this certification:

- Building Maintenance Services (Not Elsewhere Classified);**  
Cleaning Services, Steam and Pressure;
- Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, Etc.;**  
Janitorial/Custodial Services;  
Landscape Maintenance Services;  
Sod, Grass;
- Tree Trimming and Pruning Services**

Palm Beach County Board of County Commissioners



Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor  
Hal R. Valeche  
Paulene Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

*Allen F. Gray*  
Allen F. Gray, Manager

05/28/2015

County Administrator  
Robert Weisman  
Deputy County Administrator  
Verdenia C. Baker

**Palm Beach County  
Office of Small Business Assistance**

Certifies That

**SECURITY PROVIDERS OF FLORIDA, INC.**  
Vendor # VC0000140091

*is a Small/Woman-Owned Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from March 31, 2017 - March 30, 2020.*

The following Services and/or Products are covered under this certification:

**GUARD AND SECURITY SERVICES**

  
Allen F. Gray, Manager

3/30/2017

Palm Beach County Board of County Commissioners

Paulette Burdick, Mayor  
Melissa McKinley, Vice Mayor  
Hal Valeche  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger  
Mack Bernard

County Administrator  
Verdenia C. Baker





hereby grants

# National Women's Business Enterprise Certification

to

## Tropical Nut and Fruit Co. DBA Truly Good Foods

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: September 10, 2007  
Expiration Date: September 30, 2018  
WBENC National Certification Number: 2005108949

Authorized by Roz Lewis, President & CEO  
Greater Women's Business Council



NAICS: 311819  
UNSPSC: 50192100



## **Evidence of the Efforts to Promote and Advertise the Facility**

# County logo placement inside stadium





**County logo placement on marquee outside stadium  
County dedication plaque near entrance of the stadium**



# Marketing Elements



2018 Pocket Schedule



2018 Ticket Mailer



2018 Digital Advertisement





# Marketing Elements

This screenshot shows the ESPN website layout. At the top, there are navigation links for 'HOME', 'SPORTS CENTER', 'LIVE', 'NEWS', 'VIDEO', 'STATS', and 'SCHEDULE'. Below the navigation is a 'SPRING TRAINING IS BACK!' banner for the 'FEBRUARY 23-10 - MARCH 28' season. The main content area features an article titled 'Roger Federer to face Marin Cilic in Australian Open final' with a photo of Federer. To the right of the article is a video player with a play button and the text 'LeBron James: 'If it's not from me, it's not true''. A red circle highlights a small image of a person in a red shirt in the top right corner of the article.

This screenshot shows the ESPN website layout. At the top, there are navigation links for 'HOME', 'SPORTS CENTER', 'LIVE', 'NEWS', 'VIDEO', 'STATS', and 'SCHEDULE'. Below the navigation is a 'SPRING TRAINING IS BACK!' banner for the 'FEBRUARY 23-10 - MARCH 28' season. The main content area features a video player with a play button and the text 'LeBron James: 'If it's not from me, it's not true''. To the right of the video player is a sidebar with a red circle highlighting a small image of a person in a red shirt.

This screenshot shows the ESPN website layout. At the top, there are navigation links for 'HOME', 'SPORTS CENTER', 'LIVE', 'NEWS', 'VIDEO', 'STATS', and 'SCHEDULE'. Below the navigation is a 'SEASON TICKETS' section with a red circle highlighting a small image of a person in a red shirt. The section includes a 'BUY NOW' button and a 'VIEW DETAILS' button.



# Marketing Elements

## Palm Beach Post and Florida Weekly

**WELCOME TO YOUR WEEKEND**

**CONTACTS**  
 561-993-3333  
 561-993-3333

**Garlic fest stinks, but in a 1**

**Local business groups to benefit from Palm Beach Post's 75th anniversary**

**Garlic Fest**  
 The Palm Beach Post's 75th anniversary celebration is kicking off with a bang at the Palm Beach Post's 75th anniversary celebration. The event is a celebration of the Post's 75th anniversary and is a great opportunity for local businesses to promote their products and services. The event is a celebration of the Post's 75th anniversary and is a great opportunity for local businesses to promote their products and services.

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2014 Palm Beach Post's 75th anniversary celebration

**561-500-XXXX**

**LOCAL BUSINESS GROUPS TO BENEFIT FROM PALM BEACH POST'S 75TH ANNIVERSARY**

**Monday**

**Garlic Fest**  
 The Palm Beach Post's 75th anniversary celebration is kicking off with a bang at the Palm Beach Post's 75th anniversary celebration. The event is a celebration of the Post's 75th anniversary and is a great opportunity for local businesses to promote their products and services. The event is a celebration of the Post's 75th anniversary and is a great opportunity for local businesses to promote their products and services.

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2014 Palm Beach Post's 75th anniversary celebration

**561-500-XXXX**

**SOCIETY**

**LEMON PEPPER CHICKEN SUBS HAVE ARRIVED!**

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2014 Palm Beach Post's 75th anniversary celebration

**561-500-XXXX**

**LEMON PEPPER CHICKEN SUBS HAVE ARRIVED!**

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2014 Palm Beach Post's 75th anniversary celebration

**561-500-XXXX**

**Turtlefest promises to celebrate, educate**

**3-23**  
 Palm Beach Post's 75th anniversary celebration

**3-24**  
 Palm Beach Post's 75th anniversary celebration

**3-25**  
 Palm Beach Post's 75th anniversary celebration

**3-26**  
 Palm Beach Post's 75th anniversary celebration

**Your Home is Our Home**  
 Get the home this weekend. This year, our home is yours!

**SNOWBIRD**

**AMERICAN**  
 800-800-2500  
 www.shipcat.com

**PRIDE**

**561-500-XXXX**

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2014 Palm Beach Post's 75th anniversary celebration

**561-500-XXXX**

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2014 Palm Beach Post's 75th anniversary celebration

**561-500-XXXX**

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2014 Palm Beach Post's 75th anniversary celebration

**561-500-XXXX**

Website – FITTEAMBallpark.com/Visitors

Save on everyday low rates.

Member since 1962



Promotion	2018 Spring Training
Promotional Date	October - March
Total Media Value	\$538,150



**Astros Media**

<b>In-Game Radio</b>				<b>Total</b>
In-game radio live reads				\$15,750.00
				<b>\$15,750.00</b>

<b>Out of Game Radio</b>				<b>Total</b>
Astroline (790 AM) - One live read and one :30 spot				\$11,900.00
				<b>\$11,900.00</b>

<b>TV</b>				<b>Total</b>
Out-of-game :30 spots on AT&T				\$63,000.00
In-game :30 spots on AT&T game broadcast				\$45,000.00
TV live reads on AT&T game broadcasts				\$35,000.00
				<b>\$143,000.00</b>

<b>Digital</b>				<b>Total</b>
Promoted on a homepage left rail ad				\$60,000.00
Promoted on a homepage header ad				\$60,000.00
Included in an Astrosblast				\$25,000.00
Dedicated email				\$70,000.00
Dedicated Spanish email				\$5,000.00
Included in Cronicas En Linea (Spanish)				\$12,500.00
				<b>\$232,500.00</b>

<b>Social Media</b>				<b>Total</b>
Twitter posts				\$63,000.00
Facebook posts				\$30,000.00
Instagram posts				\$30,000.00
Astros All-Access				\$5,000.00
				<b>\$128,000.00</b>

<b>Publications</b>				<b>Total</b>
2017 Postseason Division Magazine Ad				\$2,000.00
2018 Gameday Magazine				\$5,000.00
				<b>\$7,000.00</b>

<b>Promotion</b>	2018 Spring Training
<b>Promotional Date</b>	October - March
<b>Total Media Value</b>	\$693,300



**Nationals Media**

<b>WJFK Broadcasts</b>				<b>Total</b>
In-game radio live reads				\$5,200.00
:30 second radio commercial				\$4,000.00
				<b>\$9,200.00</b>

<b>Out of Game Radio</b>				<b>Total</b>
<b>Entercom - WJFK, WIAD, WPGC &amp; WLZL</b>				
:30 second radio commercial				\$6,400.00
<b>WTOP</b>				
:30 second radio commercial				\$3,600.00
				<b>\$10,000.00</b>

<b>In-Park Slate</b>				<b>Total</b>
Spring Training Tickets				\$4,000.00
Spring Training Schedule				\$3,000.00
				<b>\$7,000.00</b>

<b>TV</b>				<b>Total</b>
:30 spots on MASN				\$240,000.00
TV live reads on MASN game broadcasts				\$40,000.00
				<b>\$280,000.00</b>

<b>Digital</b>				<b>Total</b>
Banner Ads				\$30,000.00
Dedicated email				\$96,000.00
				<b>\$126,000.00</b>

<b>Social Media</b>				<b>Total</b>
Twitter posts				\$80,000.00
Facebook posts				\$80,000.00
Instagram posts				\$80,000.00
				<b>\$240,000.00</b>

<b>Publications</b>				<b>Total</b>
2018 Gameday Magazine				\$12,000.00
2018 Nationals Yearbook				\$9,100.00
				<b>\$21,100.00</b>

**St. Lucie County  
(New York Mets)**



**Annual Report To  
Florida Department of Economic Opportunity**

**St. Lucie County Sports Complex  
Retained Spring Training Facility  
New York Mets**

**July 16, 2018**





ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

KATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

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WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes (F.S.)

**Item #1:** A detailed accounting of all local and state funds expended to date, as of the date of submission of this report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, the County must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

- Summary of all local, state and private funds expended on the Project as of the date of submission of this report including an excerpt from the St. Lucie County 2017 Comprehensive Annual Financial Report (tab#1 pages 95 through 125).
- Budget Comparison Report is submitted to support all local and state funds expended for fiscal year 2017, as well as current and actual funds expended for 2018 on the Project being financed under Section 288-11631.
- One page summary with Agenda Item is submitted to reflect the 2018 year-to-date expenditures on the Project financed under section 288.11631, F.S.



## **NONMAJOR GOVERNMENTAL FUNDS**

**ST. LUCIE COUNTY, FLORIDA**  
**Nonmajor Governmental Fund Descriptions**

**Special Revenue Funds**

*Special Revenue Funds are used to account for specific revenue sources that are legally restricted to expenditures for specific purposes.*

Unincorporated Services Fund – The fund is used to account for Ad Valorem taxes, fees and fines that are restricted to the Unincorporated District for economic development expenditures.

Law Enforcement MSTU Fund – The fund is used to account for Ad Valorem taxes that are transferred to the Fine and Forfeiture Fund for the Unincorporated Area Road patrol expenditures.

Grants and Donations Fund – The fund is used to account for Federal, State, Local and other grant revenue sources.

Library Special Fund – The fund is used to account for State grants and donations made to the library.

Drug Abuse Fund – The fund is used to account for Drug Abuse Court fines.

Special Assessment District Fund – The fund is used to account for Ad Valorem taxes that are restricted to Unincorporated District for economic development.

Parks MSTU Fund – The fund is used to account for Ad Valorem taxes that are restricted to capital improvements to recreational facilities.

SLC Public Transit MSTU Fund – The fund is used to account Ad Valorem taxes that are used for local public transportation expenditures.

Port Fund – The fund is used to account for Special Assessments, Federal and State grants used for Port development.

Airport Fund – The fund is used to account for Federal and State grants used for expansion and operations of the Airport.

Mosquito Control Fund – The fund is used to account for the operations of the Mosquito Control District, which are funded by Ad Valorem taxes.

Impact Fee Collections Fund – The fund is used to account for the administration of impact fee collections.

Plan Maintenance RAD Fund – The fund is used to account other contributions and State grants for the radiological planning and exercises.

Tourism Development 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 5<sup>th</sup> Cent Fund – The fund is used to account for Tourism Development taxes which are used for Sports Complex parks and to pay for capital facilities that promote tourism at the St. Lucie County Fairgrounds and the area north of Midway Road.

Court Facility Fund – The fund is used to account for Court Fees restricted to Judicial maintenance and capital improvements.

SLC Housing Finance Authority Fund – The fund is used to account for residual funds from loan programs.

Environmental Land Acquisitions Fund – The fund is used to account for the purchase of environmentally sensitive land.

Court Administrator Fund – The fund is used to account for Court Administration, Mediation through fines and forfeitures, other Circuit Counties Share and Grant funding.

Erosion Control Fund – The fund is used to account for Ad Valorem taxes restricted to erosion control operations, maintenance and construction.

Housing Assistance SHIP Fund – The fund is used to account for Grant funding for Housing Assistance Programs.

Boating Improvement Projects Fund – The fund is used to account for Vessel fees used for boating improvements.

Bluefield Ranch Improvements Fund – The fund is used to account for private contributions and Campsite User fees for property management and restoration.

Florida Housing Grant Fund – The fund is used to account for Federal, State and other grant funding that provide housing related assistance for eligible County residents.

Sports Complex Fund – The fund is used to account for operating revenues and the 2-cent tourism tax revenues to pay for the operation and maintenance of the facility.

SLC Sustainability District Fund – The fund is used to account for bond proceeds and special assessment revenues for sustainability and renewable energy improvement programs.

Law Enforcement Fund – The fund is used to account for the proceeds from the sale of confiscated property through the Sheriff's office.

SLC Art in Public Places Fund – The fund is used to account for art work per local ordinance through various capital projects.

SLC Economic Development Fund – The fund is used to account for local business taxes and delinquent taxes.

Clerk of the Circuit Court Fund – The fund is used to account for Clerk’s Court Modernization Trust Fund.

Sheriff Fund – The fund is used to account for grant funds and other revenue received for specific purposes.

Supervisor of Elections Fund – The fund is used to account for the receipt of grant funds.

### Debt Service Funds

*Debt Service Funds are used to account for the accumulation of pledged funds that are legally restricted to pay debts.*

Impact Fees I & S Fund – The fund is used to account for the accumulation of Special Assessments and Impact Fees pledged to pay the principal, interest, and fiscal charges on the Rock Road Jail security system.

Sales Tax Revenue Bonds I&S – The Sales Tax Revenue Bonds I&S Fund accounts for the accumulation of sales tax revenues pledged to pay the principal, interest, and other fiscal charges on the Sales Tax Refunding Revenue Bonds.

County Capital I & S Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Revenue note.

Transportation I & S Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Transportation Revenue note.

Capital Improvement Revenue Refunding 2014 Fund – The fund is used to account for the State Revenue Sharing revenue and Intergovernmental Radio Communication surcharges pledged to pay the principal, interest and fiscal charges on the Capital Improvement note.

Capital Improvement Revenue Bonds Series 2016 Jail Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Capital Improvement note.

Capital Improvement Revenue Bonds 2015 Fund – The fund is used to account for the accumulation of Tax Collector debt reimbursement revenue pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Revenue bond.

Lease Purchase FPL 2015 Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the purchasing of certain energy equipment.

Lease Purchase Motorola Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the purchasing of a communication system.

Capital Imp Rev Bond 2016A Fund – The fund is used to account for the accumulation of Interfund Transfers pledged to pay the principal, interest, and fiscal charges on the line of credit for the MSBU's.

Port I & S Fund – The fund is used to account for the accumulation of Ad Valorem taxes pledged to pay the principal, interest, and fiscal charges on the purchasing of land in the Port of Fort Pierce Bond.

Capital Projects I & S Fund – The fund is used to account for the accumulation of Interfund Transfers pledged to pay the principal, interest, and fiscal charges on the line of credit for the MSBU's.

Sports Complex Debt Fund – The fund is used to account for the accumulation of Sales, Use and Fuel taxes pledged to pay the principal, interest, and fiscal charges on the Improvement of the Thomas J. White Stadium bond.

Non-Ad Valorem Bonds Series 2017 Fund – The fund is used to account for the accumulation of tourist development tax, state grant and local government half cent sales tax pledged to pay the principal and interest.

SHI Special Assessment Fund – The fund is used to account for the debt service assessment revenues pledged to pay South Hutchinson Island 1998 special assessment debts.

N. Lennard Road Bonds I & S Fund – The fund is used to account for the debt service assessment revenues pledged to pay N. Lennard Road Phase 1, 2 & 3 special assessment debts.

### **Capital Projects Funds**

*Capital projects funds are used to account for the acquisition and construction of major capital projects other than those financed by proprietary funds.*

County Capital Fund – The fund is used to account for the transportation and park capital projects, which are funded by gas tax and franchise fees.

County Capital State Revenue Share Bond Fund – The fund is used to account for state revenue sharing monies used for capital improvements.

County Capital Transportation Bond Fund – The fund is used to account for the transportation capital projects funded by bond proceeds pledged by gas tax revenues.

Jail Security Upgrade Fund – The fund is used to account for the upgrade of security system at the Rock Road Correction Center projects funded by proceeds from the issuance of debt.

Capital Improvement Revenue Bonds 2015 Fund – The fund is used to account for bond proceeds used for the construction of the Tax Collector Building.

Energy Efficiency FPL 2015 Fund – The fund is used to account for the FPL upgrade of energy efficiency funded by capital lease proceeds.

Capital Imp Rev Bond 2016A Construction Fund – The fund is used to account for bond proceeds used for the construction, maintenance rehab and overhaul hangar at the Treasure Coast International Airport.

Sports Complex Improvements Fund – The fund is used to account for cash balances from bond proceeds used for sports complex projects.

Environmental Land Capital Fund – The fund is used to account for cash balances from bond proceeds used for land acquisitions.

MSBU Internal Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and to pay for capital project related expenditures.

MSBU External Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and debt proceeds to pay for capital projects and project related expenditures.



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St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue			
	Unincorporated Services	Law Enforcement MSTU	Grants and Donations	Library Special
<b>ASSETS</b>				
Cash and investments	\$ 8,436,285	\$ 1,444,850	\$ 230,378	\$ 3,991
Accounts receivable	81,771	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	26,439	4,820	857	23
Due from other funds	43,076	29,359	-	-
Due from other governments	368,843	148	-	-
Inventories	-	-	-	-
Prepaid items	1,670	-	-	-
<b>Total assets</b>	<b>\$ 8,958,084</b>	<b>\$ 1,479,177</b>	<b>\$ 231,235</b>	<b>\$ 4,014</b>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ 799,637	\$ -	\$ 369	\$ -
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	3,690
<b>Total liabilities</b>	<b>799,637</b>	<b>-</b>	<b>369</b>	<b>3,690</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	1,670	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	230,866	324
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	8,156,777	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	1,479,177	-	-
<b>Total fund balances</b>	<b>8,158,447</b>	<b>1,479,177</b>	<b>230,866</b>	<b>324</b>
<b>Total liabilities and fund balances</b>	<b>\$ 8,958,084</b>	<b>\$ 1,479,177</b>	<b>\$ 231,235</b>	<b>\$ 4,014</b>





St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd & 5th Cent
<b>ASSETS</b>				
Cash and investments	\$ 4,912,346	\$ 86,925	\$ 116,492	\$ 2,100,888
Accounts receivable	-	-	22,404	500
Assessments receivable	-	-	-	-
Interest receivable	15,438	262	459	6,469
Due from other funds	29,063	-	-	17,833
Due from other governments	154	-	-	53,048
Inventories	209,520	-	-	-
Prepaid items	536	-	-	245
Total assets	<u>\$ 5,167,057</u>	<u>\$ 87,187</u>	<u>\$ 139,355</u>	<u>\$ 2,178,983</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ 132,701	\$ -	\$ 43,000	\$ 33,339
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	64,835	-
Total liabilities	<u>132,701</u>	<u>-</u>	<u>107,835</u>	<u>33,339</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	209,520	-	-	-
Prepaid items	536	-	-	245
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	4,824,300	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	31,520	2,145,399
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	87,187	-	-
Total fund balances	<u>5,034,356</u>	<u>87,187</u>	<u>31,520</u>	<u>2,145,644</u>
Total liabilities and fund balances	<u>\$ 5,167,057</u>	<u>\$ 87,187</u>	<u>\$ 139,355</u>	<u>\$ 2,178,983</u>

Special Revenue

Court Facility	SLC Housing Finance Authority	Environmental Land Acquisitions	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ 1,035,960	\$ 89,060	\$ 397,796	\$ 2,051,103	\$ 5,307,242	\$ 363,159
-	-	-	937	102,075	18,672
3,269	271	1,208	5,614	16,330	1,380
49,271	-	-	137,546	12,265	-
-	-	-	-	289,144	-
-	-	-	-	-	-
\$ 1,088,500	\$ 89,331	\$ 399,004	\$ 2,195,200	\$ 5,727,056	\$ 383,211
\$ 85,874	\$ -	\$ 81	\$ 27,610	\$ 223,643	\$ 26,453
-	-	-	-	-	-
-	-	-	3,081	-	-
-	-	-	-	-	169,554
85,874	-	81	30,691	223,643	196,007
-	-	-	-	-	-
-	-	-	-	289,085	-
-	-	-	-	289,085	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	5,214,328	-
-	-	-	2,164,509	-	-
-	-	398,923	-	-	-
1,002,626	-	-	-	-	187,204
-	89,331	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,002,626	89,331	398,923	2,164,509	5,214,328	187,204
\$ 1,088,500	\$ 89,331	\$ 399,004	\$ 2,195,200	\$ 5,727,056	\$ 383,211

Continued

St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue			
	Boating Improvement Projects	Bluefield Ranch Improvements	Florida Housing Grant	Sports Complex
<b>ASSETS</b>				
Cash and investments	\$ 898,790	\$ 137,587	\$ 121,519	\$ 1,223,104
Accounts receivable	-	-	18,955	7,413
Assessments receivable	-	-	-	-
Interest receivable	2,735	418	49	4,433
Due from other funds	-	-	-	-
Due from other governments	96,380	-	47,862	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 997,905</u>	<u>\$ 138,005</u>	<u>\$ 188,385</u>	<u>\$ 1,234,950</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ 24,373	\$ -	\$ 29,362	\$ 117,687
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	3,495
Unearned revenues - other	-	-	591	-
Total liabilities	<u>24,373</u>	<u>-</u>	<u>29,953</u>	<u>121,182</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	973,532	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	138,005	158,432	1,113,768
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>973,532</u>	<u>138,005</u>	<u>158,432</u>	<u>1,113,768</u>
Total liabilities and fund balances	<u>\$ 997,905</u>	<u>\$ 138,005</u>	<u>\$ 188,385</u>	<u>\$ 1,234,950</u>



St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue		Debt Service	
	Supervisor of Elections	Impact Fees I & S	Sales Tax Revenue Bonds I & S	County Capital I & S
<b>ASSETS</b>				
Cash and investments	\$ 52,565	\$ 138,181	\$ 4,169,156	\$ 1,353,319
Accounts receivable	-	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	-	-	15,059	4,318
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	252,232	-
<b>Total assets</b>	<b>\$ 52,565</b>	<b>\$ 138,181</b>	<b>\$ 4,436,447</b>	<b>\$ 1,357,637</b>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	-	-	-	-
Matured bonds payable	-	115,000	2,420,000	953,234
Matured interest payable	-	23,180	1,155,700	31,628
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>138,180</b>	<b>3,575,700</b>	<b>984,862</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	252,232	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	1	608,515	372,775
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	52,565	-	-	-
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
<b>Total fund balances</b>	<b>52,565</b>	<b>1</b>	<b>860,747</b>	<b>372,775</b>
<b>Total liabilities and fund balances</b>	<b>\$ 52,565</b>	<b>\$ 138,181</b>	<b>\$ 4,436,447</b>	<b>\$ 1,357,637</b>



St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

Debt Service

	Capital Imp Rev Bond 2016A	Capital Projects I & S	Sports Complex Debt	Non-Ad Valorem Bonds Series 2017
<b>ASSETS</b>				
Cash and investments	\$ 52,229	\$ 26,750	\$ 1,865,660	\$ 803,202
Accounts receivable	-	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	83	81	4,940	1,692
Due from other funds	-	-	-	4,468
Due from other governments	-	-	-	357,787
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 52,312</u>	<u>\$ 26,831</u>	<u>\$ 1,870,600</u>	<u>\$ 1,167,149</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	-	-	-	87,326
Matured bonds payable	50,000	-	-	-
Matured interest payable	545	-	-	590,116
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	<u>50,545</u>	<u>-</u>	<u>-</u>	<u>677,442</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	1,767	26,831	1,870,600	489,707
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	-	-
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>1,767</u>	<u>26,831</u>	<u>1,870,600</u>	<u>489,707</u>
Total liabilities and fund balances	<u>\$ 52,312</u>	<u>\$ 26,831</u>	<u>\$ 1,870,600</u>	<u>\$ 1,167,149</u>





St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Capital Projects			
	Energy Efficiency FPL 2015	Cap Imp Rev Bond 2016A Construction	Sports Complex Improvements	Environmental Land Capital
<b>ASSETS</b>				
Cash and investments	\$ 6,028	\$ 25,960	\$ 266,270	\$ 382,689
Accounts receivable	-	44,818	-	211
Assessments receivable	-	-	-	-
Interest receivable	15	51	-	1,164
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 6,043</u>	<u>\$ 70,829</u>	<u>\$ 266,270</u>	<u>\$ 384,064</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ -	\$ 61,700	\$ -	\$ 6
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	9,049	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	<u>-</u>	<u>70,749</u>	<u>-</u>	<u>6</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	6,043	80	266,270	384,058
Other purposes	-	-	-	-
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>6,043</u>	<u>- 80</u>	<u>266,270</u>	<u>384,058</u>
Total liabilities and fund balances	<u>\$ 6,043</u>	<u>\$ 70,829</u>	<u>\$ 266,270</u>	<u>\$ 384,064</u>

Capital Projects			
MSBU Internal Finance Projects	MSBU External Financed Projects		Total Nonmajor Governmental Funds
\$ 634,022	\$ 783,282	\$	71,941,784
-	-		2,195,227
-	-		4,288,300
1,930	2,274		206,253
164	1,450		351,451
-	-		5,040,854
-	-		209,520
-	-		1,374,088
<u>\$ 636,116</u>	<u>\$ 787,006</u>	<u>\$</u>	<u>85,607,477</u>
\$	\$	\$	5,367,946
-	-		4,788,234
-	-		1,953,564
-	-		12,518
-	-		2,430,602
-	-		349,136
-	-		248,687
-	-		<u>15,150,687</u>
-	-		4,288,300
-	-		<u>2,026,761</u>
-	-		<u>6,315,061</u>
-	-		209,520
-	-		1,374,088
-	-		1,372,763
-	-		5,214,328
-	-		1,367,212
-	-		2,164,509
-	-		3,741,392
-	-		5,939,383
-	-		398,923
-	-		987,323
-	-		820,871
-	-		4,824,300
-	-		1,002,626
-	-		187,204
-	-		973,532
-	-		73,585
636,116	787,006		18,506,001
-	-		4,151,828
-	-		231,242
-	-		8,156,777
-	-		848,266
-	-		1,596,056
<u>636,116</u>	<u>787,006</u>		<u>64,141,729</u>
<u>\$ 636,116</u>	<u>\$ 787,006</u>	<u>\$</u>	<u>85,607,477</u>

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds  
For the Year Ended September 30, 2017**

	Special Revenue			
	Unincorporated Services	Law Enforcement MSTU	Grants and Donations	Library Special
<b>REVENUES</b>				
Taxes:				
Property	\$ 5,354,758	\$ 3,723,381	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	323,340	-	-	-
Special assessments	8,550	-	-	-
Intergovernmental	932,244	16,849	53,433	99,698
Charges for services	207,165	-	-	-
Fines and forfeitures	179,808	-	90,797	-
Investment income	137,846	28,026	4,098	119
Contributions from property owners	-	-	-	-
Miscellaneous	73,360	-	-	-
Total revenues	<u>7,217,071</u>	<u>3,768,256</u>	<u>148,328</u>	<u>99,817</u>
<b>EXPENDITURES</b>				
Current:				
General government	1,913,923	2,051	-	-
Public safety	639,594	-	53,433	-
Physical environment	1,798,897	-	-	-
Transportation	118,581	-	-	-
Economic environment	-	-	-	-
Human services	552,571	-	20,834	-
Court related	-	-	-	-
Culture and recreation	24,263	-	-	99,698
Court-related	-	-	-	-
Capital outlay	3,046,752	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>8,094,581</u>	<u>2,051</u>	<u>74,267</u>	<u>99,698</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(877,510)</u>	<u>3,766,205</u>	<u>74,061</u>	<u>119</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	(217,340)	(3,463,337)	(110,000)	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>(217,340)</u>	<u>(3,463,337)</u>	<u>(110,000)</u>	<u>-</u>
Net change in fund balances	(1,094,850)	302,868	(35,939)	119
Fund balances - beginning	9,253,297	1,176,309	266,805	205
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 8,158,447</u>	<u>\$ 1,479,177</u>	<u>\$ 230,866</u>	<u>\$ 324</u>

Special Revenue

Drug Abuse	Special Assessment District	Parks MSTU	SLC Public Transit MSTU	Port	Airport
\$ -	\$ -	\$ 3,919,729	\$ 2,146,538	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	208,122	-	-	20,820	-
-	-	120,086	3,659,706	660,330	3,965,651
79,815	-	-	50,000	-	439,737
1,830	3,772	29,254	36,144	40,597	19,057
-	-	-	-	-	-
-	-	283,282	57	28,222	83,562
81,645	211,894	4,352,351	5,892,445	749,969	4,508,007
1,892	-	-	-	752	-
-	-	-	-	-	-
-	205,883	-	5,313,519	225,879	1,104,975
-	-	-	-	-	-
-	-	2,268,465	-	-	-
-	-	1,395,916	81,592	2,468,258	5,479,483
-	-	915,000	-	28,786	-
-	-	138,092	-	26,572	-
1,892	205,883	4,717,473	5,395,111	2,750,247	6,584,458
79,753	6,011	(365,122)	497,334	(2,000,278)	(2,076,451)
-	-	-	-	136,298	1,768,531
(50,471)	(4,985)	(108,533)	(59,415)	(298)	(82,500)
-	-	-	-	-	-
(50,471)	(4,985)	(108,533)	(59,415)	136,000	1,686,031
29,282	1,026	(473,655)	437,919	(1,864,278)	(390,420)
120,598	230,216	1,840,867	2,552,220	3,237,041	2,261,078
\$ 149,880	\$ 231,242	\$ 1,367,212	\$ 2,990,139	\$ 1,372,763	\$ 1,870,658

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd & 5th Cent
<b>REVENUES</b>				
Taxes:				
Property	\$ 3,595,354	\$ -	\$ -	\$ -
Tourist	-	-	-	2,258,514
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	537,661	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	84,667	1,275	1,788	28,037
Contributions from property owners	-	-	371,684	-
Miscellaneous	128,607	16,198	-	38,030
Total revenues	<u>4,346,289</u>	<u>17,473</u>	<u>373,472</u>	<u>2,324,581</u>
<b>EXPENDITURES</b>				
Current:				
General government	223,604	42,400	-	61,868
Public safety	-	-	371,597	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	1,081,787
Human services	4,935,471	-	-	-
Court related	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	510,221	-	-	1,681
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>5,669,296</u>	<u>42,400</u>	<u>371,597</u>	<u>1,145,336</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,323,007)</u>	<u>(24,927)</u>	<u>1,875</u>	<u>1,179,245</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	(105,048)	-	-	(1,127,309)
Sale of capital assets	1,600	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>(103,448)</u>	<u>-</u>	<u>-</u>	<u>(1,127,309)</u>
Net change in fund balances	<u>(1,426,455)</u>	<u>(24,927)</u>	<u>1,875</u>	<u>51,936</u>
Fund balances - beginning	6,410,867	112,114	29,645	2,093,708
Change in inventories of supplies	49,944	-	-	-
Fund balance - ending	<u>\$ 5,034,356</u>	<u>\$ 87,187</u>	<u>\$ 31,520</u>	<u>\$ 2,145,644</u>

Special Revenue

Court Facility	SLC Housing Finance Authority	Environmental Land Acquisitions	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ -	\$ -	\$ -	\$ -	\$ 1,564,860	\$ -
-	-	-	-	-	-
-	-	-	3,675	-	-
-	-	-	522,178	1,584,675	475,097
570,768	-	-	108,414	-	-
-	-	-	-	-	-
16,519	1,227	5,034	25,402	79,820	25,851
-	-	-	-	-	-
-	14,670	70,515	3,640	-	60,876
587,287	15,897	75,549	663,309	3,229,355	561,824
338,675	8,655	-	23,913	51,095	-
-	-	-	-	3,264,988	-
-	-	-	-	275,401	-
-	-	-	-	-	469,662
-	-	-	-	-	-
-	-	-	994,709	-	-
100,031	-	-	-	17,960	-
-	-	-	-	-	-
438,706	8,655	-	1,018,622	3,609,444	469,662
148,581	7,242	75,549	(355,313)	(380,089)	92,162
(515,341)	-	-	460,523	50,000	-
-	-	-	(45,972)	(225,590)	-
-	-	-	-	-	-
-	-	-	-	-	-
(515,341)	-	-	414,551	(175,590)	-
(366,760)	7,242	75,549	59,238	(555,679)	92,162
1,369,386	82,089	323,374	2,105,271	5,770,007	95,042
\$ 1,002,626	\$ 89,331	\$ 398,923	\$ 2,164,509	\$ 5,214,328	\$ 187,204

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance**  
**Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Special Revenue			
	Boating Improvement Projects	Bluefield Ranch Improvements	Florida Housing Grant	Sports Complex
<b>REVENUES</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	96,380	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	539,393	131,913
Charges for services	-	127	-	861,858
Fines and forfeitures	-	-	-	-
Investment income	13,627	1,879	220	16,172
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	125,797	369,908
Total revenues	<u>110,007</u>	<u>2,006</u>	<u>665,410</u>	<u>1,379,851</u>
<b>EXPENDITURES</b>				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	515,526	-
Human services	-	-	-	-
Court related	-	-	-	-
Culture and recreation	25,818	-	-	2,385,038
Court-related	-	-	-	-
Capital outlay	208,551	-	-	50,139
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>234,369</u>	<u>-</u>	<u>515,526</u>	<u>2,435,177</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(124,362)</u>	<u>2,006</u>	<u>149,884</u>	<u>(1,055,326)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	1,077,387
Transfers out	-	-	-	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,077,387</u>
Net change in fund balances	<u>(124,362)</u>	<u>2,006</u>	<u>149,884</u>	<u>22,061</u>
Fund balances - beginning	1,097,894	135,999	8,548	1,091,707
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 973,532</u>	<u>\$ 138,005</u>	<u>\$ 158,432</u>	<u>\$ 1,113,768</u>



Special Revenue

SLC Sustainability District	Law Enforcement	SLC Art in Public Places	SLC Economic Development	Clerk of the Circuit Court	Sheriff
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	57,067	-	-
31,295	-	-	-	-	2,092,714
4,399	135,000	-	-	739,593	1,795,534
653	1,121	1,003	122	213,042	8,013
-	-	-	-	8,424	-
-	-	-	-	33,211	-
36,347	136,121	1,003	57,189	994,270	3,896,261
-	-	-	56,198	-	-
182,264	-	-	-	-	5,520,808
-	-	-	-	-	-
-	-	-	-	803,868	-
-	-	-	-	-	-
-	-	-	-	1,560	262,086
15,934	-	-	-	-	-
13,893	-	-	-	-	-
6,599	-	-	-	-	-
218,690	-	-	56,198	805,428	5,782,894
(182,343)	136,121	1,003	991	188,842	(1,886,633)
(448)	(202,526)	-	-	-	3,230,713
219,973	-	-	-	-	(1,220,972)
-	-	-	-	-	-
219,525	(202,526)	-	-	-	2,009,741
37,182	(66,405)	1,003	991	188,842	123,108
4,556	81,733	72,582	13,373	632,029	1,712,481
-	-	-	-	-	-
\$ 41,738	\$ 15,328	\$ 73,585	\$ 14,364	\$ 820,871	\$ 1,835,589

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Special Revenue		Debt Service	
	Supervisor of Elections	Impact Fees I & S	Sales Tax Revenue Bonds I & S	County Capital I & S
<b>REVENUES</b>				
Taxes:				
Property	\$	\$	\$	\$
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	45,626	-	3,953,807	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	60	-	57,814	16,450
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	45,686	-	4,011,621	16,450
<b>EXPENDITURES</b>				
Current:				
General government	-	-	1,071	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Court related	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	115,000	2,420,000	1,091,198
Interest	-	46,360	2,311,400	72,338
Other	-	-	18,325	-
Total expenditures	-	161,360	4,750,796	1,163,536
Excess (deficiency) of revenues over (under) expenditures	45,686	(161,360)	(739,175)	(1,147,086)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	6,844	161,361	865,341	1,155,971
Transfers out	-	-	-	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	6,844	161,361	865,341	1,155,971
Net change in fund balances	52,530	1	126,166	8,885
Fund balances - beginning	35	-	734,581	363,890
Change in inventories of supplies	-	-	-	-
Fund balance - ending	\$ 52,565	\$ 1	\$ 860,747	\$ 372,775

Debt Service

Transportation I & S	Capital Improvement Revenue Refunding 2014	Cap Impr Rev Bonds Series 2016 Jail	Capital Imp Rev Bonds 2015	Lease Purchase FPL 2015	Lease Purchase Motorola
\$	\$	\$	\$	\$	\$
	946,000				
	227,496				
6,426	11,343	2,688	671		
			456,457		
6,426	1,184,839	2,688	457,128		
	1,717				
970,000	1,060,000	190,000	275,000	756,573	
290,625	221,720	83,070	181,457	290,087	
1,260,625	1,283,437	273,070	456,457	1,046,660	2,069
(1,254,199)	(98,598)	(270,382)	671	(1,046,660)	(2,069)
1,176,036		295,826		1,046,661	2,070
1,176,036		295,826		1,046,661	2,070
(78,163)	(98,598)	25,444	671	1	1
214,089	126,185	746	4,451		1
\$ 135,926	\$ 27,587	\$ 26,190	\$ 5,122	\$ 1	\$ 2

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Debt Service			
	Capital Imp Rev Bond 2016A	Port I & S	Capital Projects I & S	Sports Complex Debt
<b>REVENUES</b>				
Taxes:				
Property	\$	398	\$	\$
Tourist				1,029,808
Motor fuel				
Local business				
Licenses and permits				
Special assessments				
Intergovernmental		508		
Charges for services				
Fines and forfeitures				
Investment income	203	1,974	366	19,836
Contributions from property owners				71,832
Miscellaneous				57,199
<b>Total revenues</b>	<u>203</u>	<u>2,880</u>	<u>366</u>	<u>1,178,675</u>
<b>EXPENDITURES</b>				
Current:				
General government				
Public safety				
Physical environment				
Transportation				
Economic environment				
Human services				
Court related				
Culture and recreation				
Court-related				
Capital outlay				
Debt service:				
Principal retirement	50,000	20,000		5,395,000
Interest	936	538		138,563
Other	30,000	1,000		33,000
<b>Total expenditures</b>	<u>80,936</u>	<u>21,538</u>	<u>-</u>	<u>5,566,563</u>
<b>Excess (deficiency) of revenues over (under) expenditures</b>	<u>(80,733)</u>	<u>(18,658)</u>	<u>366</u>	<u>(4,387,888)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	50,000			
Transfers out		(173,996)		(222,763)
Sale of capital assets				
Issuance of long-term debt	32,500			
Issuance of refunding debt				4,832,000
Bond premiums				
<b>Total other financing sources (uses)</b>	<u>82,500</u>	<u>(173,996)</u>	<u>-</u>	<u>4,609,237</u>
<b>Net change in fund balances</b>	<u>1,767</u>	<u>(192,654)</u>	<u>366</u>	<u>221,349</u>
Fund balances - beginning		192,654	26,465	1,649,251
Change in inventories of supplies				
<b>Fund balance - ending</b>	<u>\$ 1,767</u>	<u>\$ -</u>	<u>\$ 26,831</u>	<u>\$ 1,870,600</u>

Debt Service			Capital Projects		
Non-Ad Valorem Bonds Series 2017	SHI Special Assessment	N Lennard Road Bonds I & S	County Capital	County Capital State Revenue Share Bond	County Capital Transportation Bond
\$ 565,855	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	1,163,813	-	-
-	695,012	631,471	-	-	-
499,998	-	-	169,378	-	-
-	-	-	-	-	-
3,225	1,707	27,660	84,693	34,417	38,973
-	-	-	77,030	-	1,733
1,069,078	696,719	659,131	1,494,914	34,417	40,706
-	-	-	24,513	-	-
-	-	-	2,250	-	-
-	-	-	1,827,220	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	1,198,254	528,472	2,832,271
-	2,740,000	345,000	-	-	-
590,116	115,250	134,495	-	-	-
301,193	10,050	-	-	-	-
891,309	2,865,300	479,495	3,052,237	528,472	2,832,271
177,769	(2,168,581)	179,636	(1,557,323)	(494,055)	(2,791,565)
-	29,237	-	1,197,766	-	-
(12,508)	(13,900)	(9,036)	(140,000)	-	-
-	-	-	-	-	-
-	-	-	-	-	-
324,446	-	-	-	-	-
311,938	15,337	(9,036)	1,057,766	-	-
489,707	(2,153,244)	170,600	(499,557)	(494,055)	(2,791,565)
-	2,153,244	2,203,759	6,457,151	2,850,642	4,693,447
-	-	-	-	-	-
\$ 489,707	\$ -	\$ 2,374,359	\$ 5,957,594	\$ 2,356,587	\$ 1,901,882

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Capital Projects			
	Jail Security Upgrade	Capital Improvement Revenue Bonds 2015	Energy Efficiency FPL 2015	Cap Imp Rev Bond 2016A Construction
<b>REVENUES</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	31,731
Fines and forfeitures	-	-	-	-
Investment income	12,337	91,297	43	212
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>12,337</u>	<u>91,297</u>	<u>43</u>	<u>31,943</u>
<b>EXPENDITURES</b>				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Court related	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	1,853,130	654,658	5,545,944	62,450
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>1,853,130</u>	<u>654,658</u>	<u>5,545,944</u>	<u>62,450</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,840,793)</u>	<u>(563,361)</u>	<u>(5,545,901)</u>	<u>(30,507)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	30,587
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,587</u>
Net change in fund balances	<u>(1,840,793)</u>	<u>(563,361)</u>	<u>(5,545,901)</u>	<u>80</u>
Fund balances - beginning	1,893,942	6,720,577	5,551,944	-
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 53,149</u>	<u>\$ 6,157,216</u>	<u>\$ 6,043</u>	<u>\$ 80</u>

**Capital Projects**

<b>Sports Complex Improvements</b>	<b>Environmental Land Capital</b>	<b>MSBU Internal Finance Projects</b>	<b>MSBU External Financed Projects</b>	<b>Total Nonmajor Governmental Funds</b>
\$ -	\$ -	\$ -	\$ -	\$ 20,305,018
-	-	-	-	3,854,177
-	-	-	-	1,163,813
-	-	-	-	57,067
-	-	-	-	423,395
-	-	-	-	1,595,270
-	-	-	-	21,038,676
-	-	-	-	4,777,595
-	-	-	-	925,958
1,653	5,196	19,740	10,568	1,071,149
75,000	-	28,857	561,417	1,108,790
-	10,427	-	21,754	1,954,535
<u>76,653</u>	<u>15,623</u>	<u>48,597</u>	<u>593,739</u>	<u>58,275,443</u>
1,158	846	-	-	2,754,331
-	-	-	-	6,585,432
-	-	-	-	5,066,135
-	-	-	584,071	9,837,793
-	-	-	-	2,066,975
-	-	-	-	5,508,876
158,747	-	-	-	803,868
769,826	-	-	-	4,962,029
-	-	-	-	994,709
-	-	-	-	27,069,235
-	-	-	-	16,387,491
-	-	11,102	-	4,666,614
-	-	-	24,000	426,236
<u>929,731</u>	<u>846</u>	<u>11,102</u>	<u>608,071</u>	<u>87,129,724</u>
<u>(853,078)</u>	<u>14,777</u>	<u>37,495</u>	<u>(14,332)</u>	<u>(28,854,281)</u>
200,000	-	-	-	12,910,565
-	-	(6,641)	(4,199)	(8,123,128)
500,000	-	-	-	1,600
-	-	-	-	783,060
-	-	-	-	4,832,000
-	-	-	-	324,446
<u>700,000</u>	<u>-</u>	<u>(6,641)</u>	<u>(4,199)</u>	<u>10,728,543</u>
<u>(153,078)</u>	<u>14,777</u>	<u>30,854</u>	<u>(18,531)</u>	<u>(18,125,738)</u>
419,348	369,281	605,262	805,537	82,217,523
-	-	-	-	49,944
<u>\$ 266,270</u>	<u>\$ 384,058</u>	<u>\$ 636,116</u>	<u>\$ 787,006</u>	<u>\$ 64,141,729</u>

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT YEAR BUDGET	CURRENT YEAR ACTUAL	FY2018 APPD18	FY2018 APPD18
190 Sports Complex Fund						
7210 Regional Parks & Stadiums						
19020 Hurricane Matthew						
512000 Salaries	5,652.00	5,615.60	0.00	0.00	0.00	0.00
514000 Overtime	0.00	35.78	0.00	0.00	0.00	0.00
521000 Social Security	5,183.00	335.01	0.00	0.00	0.00	0.00
521100 Medicare	0.00	78.36	0.00	0.00	0.00	0.00
522000 Retirement	0.00	424.99	0.00	0.00	0.00	0.00
523000 Group Insurance	0.00	3,911.64	0.00	0.00	0.00	0.00
523004 Dental	0.00	11.24	0.00	0.00	0.00	0.00
523050 Group Health-Administrative Fe	0.00	97.76	0.00	0.00	0.00	0.00
523100 Life Insurance	0.00	75.58	0.00	0.00	0.00	0.00
523200 EAP	0.00	6.08	0.00	0.00	0.00	0.00
524000 Worker's Compensation	0.00	223.33	0.00	0.00	0.00	0.00
525000 Unemployment Compensation	0.00	18.69	0.00	0.00	0.00	0.00
546100 Building Maintenance	0.00	19,307.45	0.00	0.00	0.00	0.00
546300 Grounds Maintenance	163,465.00	83,139.40	0.00	33,100.00	0.00	0.00
551200 Equipment < \$1000	0.00	3,150.00	0.00	0.00	0.00	0.00
552000 Operating Supplies	0.00	57,866.80	0.00	0.00	0.00	0.00
19021 Hurricane Irma						
512000 Salaries	0.00	7,920.67	0.00	0.00	0.00	0.00
514000 Overtime	0.00	2,312.03	0.00	0.00	0.00	0.00
521000 Social Security	0.00	599.42	0.00	0.00	0.00	0.00
521100 Medicare	0.00	140.18	0.00	0.00	0.00	0.00
522000 Retirement	0.00	810.43	0.00	0.00	0.00	0.00
523004 Dental	0.00	30.90	0.00	0.00	0.00	0.00
524000 Worker's Compensation	0.00	446.96	0.00	0.00	0.00	0.00
525000 Unemployment Compensation	0.00	33.76	0.00	0.00	0.00	0.00
534000 Other Contractual Services	0.00	0.00	0.00	36,202.00	0.00	0.00
544100 Equipment Rental	0.00	2,284.18	0.00	717.91	0.00	0.00
546000 Equipment Maintenance	0.00	250.00	0.00	13,225.00	0.00	0.00
546100 Building Maintenance	0.00	105.63	0.00	0.00	0.00	0.00
546300 Grounds Maintenance	0.00	0.00	0.00	2,438.00	0.00	0.00
552000 Operating Supplies	0.00	105.63	0.00	8,509.00	0.00	0.00
700 Culture/Recreation						
512000 Salaries	16,786.00	0.00	17,831.00	0.00	17,831.00	17,831.00
521000 Social Security	1,041.00	0.00	1,106.00	0.00	1,106.00	1,106.00
521100 Medicare	243.00	0.00	259.00	0.00	259.00	259.00
522000 Retirement	1,262.00	0.00	1,410.00	0.00	1,410.00	1,410.00
523000 Group Insurance	5,369.00	0.00	5,852.00	0.00	5,852.00	5,852.00
523004 Dental	20.00	0.00	20.00	0.00	20.00	20.00
523050 Group Health-Administrative Fe	134.00	0.00	146.00	0.00	146.00	146.00
523100 Life Insurance	115.00	0.00	122.00	0.00	122.00	122.00
523200 EAP	6.00	0.00	6.00	0.00	6.00	6.00
524000 Worker's Compensation	1,034.00	0.00	1,098.00	0.00	1,098.00	1,098.00
525000 Unemployment Compensation	55.00	0.00	59.00	0.00	59.00	59.00
531000 Professional Services	42,500.00	42,500.00	0.00	0.00	0.00	0.00



	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
543000 Utilities	0.00	1,261.94	0.00	0.00	0.00	0.00
75201 Sports Complex						
347220 User Fees - Non-taxable	0.00	3,971.00	0.00	2,522.00	0.00	0.00
347221 User Fees	63,000.00	13,011.10	0.00	8,511.35	0.00	0.00
347511 Parking	60,000.00	120,826.19	0.00	0.00	0.00	0.00
347513 Ticket Sales	356,000.00	710,504.22	0.00	0.00	0.00	0.00
347514 Hook-up	500.00	0.00	0.00	0.00	0.00	0.00
347531 User Fees-Non Taxable	29,000.00	13,546.00	0.00	0.00	0.00	0.00
362001 Rent	1.00	2,000.00	2,000,000.00	2,039,606.24	2,000,000.00	2,000,000.00
369910 Concessions	199,000.00	248,204.43	0.00	0.00	0.00	0.00
369911 Novelties	63,900.00	108,057.80	0.00	0.00	0.00	0.00
369912 Programs	14,000.00	9,912.17	0.00	0.00	0.00	0.00
369917 Miscellaneous	0.00	482.25	0.00	0.00	0.00	0.00
512000 Salaries	520,700.00	493,065.06	531,530.00	423,808.63	531,530.00	531,530.00
512002 Attrition	16,995.00	0.00	16,995.00	0.00	16,995.00	16,995.00
514000 Overtime	53,052.00	53,388.41	53,052.00	59,677.88	53,052.00	53,052.00
514500 Overtime-Holiday Pay	2,260.00	5,188.20	2,260.00	7,340.02	2,260.00	2,260.00
515100 Special-Cell Phone Allowance	600.00	0.00	600.00	0.00	600.00	600.00
521000 Social Security	32,320.00	33,230.58	32,991.00	29,312.45	32,991.00	32,991.00
521100 Medicare	7,561.00	7,771.65	7,716.00	6,855.29	7,716.00	7,716.00
522000 Retirement	39,155.00	41,759.99	42,046.00	38,865.71	42,046.00	42,046.00
523000 Group Insurance	224,354.00	179,842.47	252,432.00	165,750.10	252,432.00	252,432.00
523004 Dental	1,576.00	1,360.54	2,195.00	1,315.39	2,195.00	2,195.00
523050 Group Health-Administrative Fe	5,588.00	4,283.51	6,282.00	3,944.78	6,282.00	6,282.00
523100 Life Insurance	3,594.00	3,497.94	3,669.00	2,685.72	3,669.00	3,669.00
523200 EAP	288.00	290.71	288.00	227.18	288.00	288.00
524000 Worker's Compensation	30,062.00	19,396.76	30,444.00	20,976.95	30,444.00	30,444.00
525000 Unemployment Compensation	1,720.00	1,807.40	1,754.00	1,615.34	1,754.00	1,754.00
531000 Professional Services	0.00	0.00	0.00	2,715.00	0.00	0.00
534000 Other Contractual Services	187,983.00	271,688.30	187,983.00	218,417.17	187,983.00	187,983.00
534110 Software Support Contracts	1,200.00	1,514.25	1,200.00	1,200.00	1,200.00	1,200.00
534300 Contract Labor	20,000.00	37,735.75	20,000.00	33,170.88	20,000.00	20,000.00
540000 Travel	250.00	0.00	250.00	0.00	250.00	250.00
541000 Communications	34,957.00	44,390.90	43,857.00	32,814.76	43,857.00	43,857.00
542000 Postage & Freight	18.00	19.69	18.00	19.60	18.00	18.00
543000 Utilities	311,286.00	329,926.09	311,286.00	208,766.29	311,286.00	311,286.00
543401 Landfill Charges	477.00	207.16	477.00	188.50	477.00	477.00
544100 Equipment Rental	9,227.00	4,583.65	9,227.00	4,232.36	9,227.00	9,227.00
545000 Insurance & Bonds-Specific Pol	107,678.00	84,912.74	107,678.00	0.00	107,678.00	107,678.00
546000 Equipment Maintenance	77,342.00	75,731.90	77,342.00	74,084.05	77,342.00	77,342.00
546050 Air Conditioner Maintenance	11,474.00	11,179.32	11,474.00	6,838.20	11,474.00	11,474.00
546070 Maintenance-Electrical Equipme	0.00	0.00	0.00	314.07	0.00	0.00
546100 Building Maintenance	72,345.00	75,086.89	72,345.00	56,632.19	72,345.00	72,345.00
546300 Grounds Maintenance	156,908.00	112,709.92	156,908.00	127,412.57	156,908.00	156,908.00
549160 Storm Water Assessment	42,093.00	43,468.45	42,093.00	44,844.04	42,093.00	42,093.00
549305 Credit Card Fees	0.00	180.00	0.00	120.00	0.00	0.00
549965 Interdepartmental Direct Charq	20,066.00	19,705.60	20,066.00	610.39	20,066.00	20,066.00
551000 Office Supplies	810.00	129.55	810.00	548.23	810.00	810.00
551100 Small Tools	1,732.00	1,860.09	1,732.00	1,616.45	1,732.00	1,732.00

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
551200 Equipment < \$1000	12,875.00	16,769.29	12,875.00	4,930.84	12,875.00	12,875.00
552000 Operating Supplies	73,125.00	109,352.97	73,125.00	117,056.05	73,125.00	73,125.00
552050 Safety Supplies	1,156.00	1,774.23	1,156.00	2,225.88	1,156.00	1,156.00
552300 Chemicals	46,392.00	45,241.51	46,392.00	39,561.87	46,392.00	46,392.00
552311 Landscaping Supplies	11,603.00	13,123.63	11,603.00	30,701.44	11,603.00	11,603.00
552500 Gas, Oil, Grease	9,010.00	3,763.70	9,010.00	3,619.32	9,010.00	9,010.00
552910 Uniforms	1,468.00	1,905.41	1,468.00	1,286.60	1,468.00	1,468.00
555000 Training-Seminar Registrations	1,750.00	125.00	1,750.00	0.00	1,750.00	1,750.00
562020 Building-Project Management Fe	0.00	0.00	73,082.00	45,750.00	0.00	0.00
564000 Machinery & Equipment	53,219.00	50,139.05	72,595.00	70,018.84	72,595.00	72,595.00
ORGN TOTAL REVENUE	785,401.00	1,230,515.16	2,000,000.00	2,050,639.59	2,000,000.00	2,000,000.00
Total Labor Expense	942,735.00	867,981.63	978,173.00	762,375.44	978,173.00	978,173.00
Total Operating Expense	1,419,190.00	1,517,057.02	1,222,125.00	1,108,118.66	1,222,125.00	1,222,125.00
Total Capital Expense	53,219.00	50,139.05	145,677.00	115,768.84	72,595.00	72,595.00
ORGN TOTAL EXPENSES	2,415,144.00	2,435,177.70	2,345,975.00	1,986,262.94	2,272,893.00	2,272,893.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	1,629,743.00-	1,204,662.54--	345,975.00-	64,376.65	272,893.00-	272,893.00-
FUND TOTAL REVENUE	785,401.00	1,230,515.16	2,000,000.00	2,050,639.59	2,000,000.00	2,000,000.00
Total Labor Expense	942,735.00	867,981.63	978,173.00	762,375.44	978,173.00	978,173.00
Total Operating Expense	1,419,190.00	1,517,057.02	1,222,125.00	1,108,118.66	1,222,125.00	1,222,125.00
Total Capital Expense	53,219.00	50,139.05	145,677.00	115,768.84	72,595.00	72,595.00
FUND TOTAL EXPENSES	2,415,144.00	2,435,177.70	2,345,975.00	1,986,262.94	2,272,893.00	2,272,893.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	1,629,743.00-	1,204,662.54--	345,975.00-	64,376.65	272,893.00-	272,893.00-

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
TOTAL REVENUE	785,401.00	1,230,515.16	2,000,000.00	2,050,639.59	2,000,000.00	2,000,000.00
Total Labor Expense	942,735.00	867,981.63	978,173.00	762,375.44	978,173.00	978,173.00
Total Operating Expense	1,419,190.00	1,517,057.02	1,222,125.00	1,108,118.66	1,222,125.00	1,222,125.00
Total Capital Expense	53,219.00	50,139.05	145,677.00	115,768.84	72,595.00	72,595.00
TOTAL EXPENSES	2,415,144.00	2,435,177.70	2,345,975.00	1,986,262.94	2,272,893.00	2,272,893.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	1,629,743.00-	1,204,662.54-	345,975.00-	64,376.65	272,893.00-	272,893.00-

\* \* \* REPORT CONTROL INFORMATION \* \* \*

PARAMETER SEQUENCE NUMBER = 773199

Prior Fiscal Year = 17

Current Fiscal Year = 18

Budget ID = FY2018

Phase 1 = APPD18

Phase 2 = APPD18

Sub-total Level = 0

Specific Fund Code = 190

Specific Orgn Code = 7210

Specific Acct Code

Specific Prog Code

Print Net Totals = Y

Print Detail Lines = Y

Lines Per Page : 55  
EXTRACT RECORDS WRITTEN: 100

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
362 Sports Complex Improv Fund						
7210 Regional Parks & Stadiums						
107607 Sterling Facilities Scvs Cap Improv						
531000 Professional Services	13,600.00	13,447.17	23,164.00	1,350.00	0.00	0.00
546000 Equipment Maintenance	123,900.00	123,900.00	0.00	0.00	0.00	0.00
546200 Maintenance Improvement Project	7,170.00	0.00	7,170.00	7,170.00	0.00	7,170.00
546300 Grounds Maintenance	21,400.00	21,400.00	110,335.00	60,700.00	0.00	0.00
563000 Infrastructure	527,888.00	269,825.73	113,253.00	61,920.00	146,381.00	146,381.00
564000 Machinery & Equipment	182.00	0.00	93,949.00	0.00	0.00	0.00
177628 First Data Renovation						
563000 Infrastructure	500,000.00	500,000.00	0.00	0.00	0.00	0.00
ORGN TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	166,070.00	158,747.17	140,669.00	62,050.00	7,170.00	7,170.00
Total Capital Expense	1,028,070.00	769,825.73	207,202.00	61,920.00	146,381.00	146,381.00
ORGN TOTAL EXPENSES	1,194,140.00	928,572.90	347,871.00	123,970.00	153,551.00	153,551.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	1,194,140.00-	928,572.90-	347,871.00-	123,970.00-	153,551.00-	153,551.00-
FUND TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	166,070.00	158,747.17	140,669.00	62,050.00	7,170.00	7,170.00
Total Capital Expense	1,028,070.00	769,825.73	207,202.00	61,920.00	146,381.00	146,381.00
FUND TOTAL EXPENSES	1,194,140.00	928,572.90	347,871.00	123,970.00	153,551.00	153,551.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	1,194,140.00-	928,572.90-	347,871.00-	123,970.00-	153,551.00-	153,551.00-

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	166,070.00	158,747.17	140,669.00	62,050.00	7,170.00	7,170.00
Total Capital Expense	1,028,070.00	769,825.73	207,202.00	61,920.00	146,381.00	146,381.00
TOTAL EXPENSES	1,194,140.00	928,572.90	347,871.00	123,970.00	153,551.00	153,551.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	1,194,140.00-	928,572.90-	347,871.00-	123,970.00-	153,551.00-	153,551.00-

\* \* \* REPORT CONTROL INFORMATION \* \* \*

PARAMETER SEQUENCE NUMBER : 773200

Prior Fiscal Year : 17

Current Fiscal Year : 18

Budget ID : FY2018

Phase 1 : APPD18

Phase 2 : APPD18

Sub-total Level : 0

Specific Fund Code : 362

Specific Orgn Code : 7210

Specific Acct Code : %

Specific Prog Code : %

Print Net Totals : Y

Print Detail Lines : Y

Lines Per Page : 55

EXTRACT RECORDS WRITTEN : 7

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
363 Sports Complex Capital Project Fund						
7210 Regional Parks & Stadiums						
000 Non-Departmental						
389902 Fund Balance Forward	0.00	0.00	500,000.00-	0.00	500,000.00-	500,000.00-
177628 First Data Renovation						
562020 Building-Project Management Fe	198,000.00	55,600.00	112,200.00	0.00	0.00	0.00
563000 Infrastructure	54,302,000.00	0.00	53,668,063.00	0.00	0.00	0.00
563004 Infrastructure-Architect	0.00	645,860.43	0.00	2,470,347.83	0.00	0.00
563020 Infrastructure-Project Mangmnt	0.00	0.00	30,050.00	142,250.00	0.00	0.00
75201 Sports Complex						
389902 Fund Balance Forward	0.00	0.00	500,000.00	0.00	55,000,000.00	55,000,000.00
563000 Infrastructure	0.00	0.00	0.00	0.00	54,339,568.00	54,339,568.00
ORGN TOTAL REVENUE	0.00	0.00	0.00	0.00	54,500,000.00	54,500,000.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
ORGN TOTAL EXPENSES	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	54,500,000.00-	701,460.43-	53,810,313.00-	2,612,597.83-	160,432.00	160,432.00
FUND TOTAL REVENUE	0.00	0.00	0.00	0.00	54,500,000.00	54,500,000.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
FUND TOTAL EXPENSES	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	54,500,000.00-	701,460.43-	53,810,313.00-	2,612,597.83-	160,432.00	160,432.00



ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
TOTAL REVENUE	0.00	0.00	0.00	0.00	54,500,000.00	54,500,000.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
TOTAL EXPENSES	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	54,500,000.00-	701,460.43-	53,810,313.00-	2,612,597.83-	160,432.00	160,432.00

\* \* \* REPORT CONTROL INFORMATION \* \* \*

PARAMETER SEQUENCE NUMBER : 773237

Prior Fiscal Year : 17

Current Fiscal Year : 18

Budget ID : 1 FY2018

Phase 1 : APPD18

Phase 2 : APPD18

Sub-total Level : 0

Specific Fund Code : 363

Specific Orgn Code : 7210

Specific Acct Code : %

Specific Prog Code : %

Print Net Totals : Y

Print Detail Lines : Y

Lines Per Page : 55

EXTRACT RECORDS WRITTEN : 7

## NON-BINDING TERM SHEET

**WHEREAS**, St. Lucie County (the "County") wishes to induce Sterling Facility Services, L.L.C. ("SFS") to commit to a new Facilities Use Agreement (the "New FUA") for the Sports Complex. (Capitalized terms used and not defined herein have the meanings ascribed to them in the Facilities Use Agreement between County and SFS dated as of August 1, 2003, as amended, modified or otherwise supplemented (the "Existing FUA").

**WHEREAS**, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for term ending twenty-five (25) years after issuance of the bonds described in Section 1 below to the Sports Complex;

**WHEREAS**, the County will issue bonds to fund the Improvements and otherwise obtain sufficient funding for performance of the County's obligations under the New FUA;

**WHEREAS**, County desires to designate SFS or its designee as County's agent to arrange for the design and construction of the Improvements;

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, it is mutually agreed as follows (subject to Section 12 below):

1. Bond Offering. The County will issue bonds in order to establish a fund in the amount of fifty-five million dollars (\$55,000,000) to be used for the design and construction of the Improvements. Any funds remaining following SFS's performance of such work shall be used for future improvements to the Sports Complex selected by SFS and approved by the County, such approval not to be unreasonably withheld, conditioned or delayed.
2. Term. The term of the New FUA will be 25 years starting on the date the County issues the bonds (the "Term").
3. Termination. If SFS terminates the New FUA at its sole option, SFS's post-termination obligations will include making a series of payments corresponding to the schedule of debt service payments for the bonds described in paragraph 1 above, to reimburse the County and the State, as required by State law, for their post-termination debt service payments.
4. Permitted Use. Scope the same as in the Existing FUA (with the new Improvements included as part of the Sports Complex), clarifying that "Training and/or rehabilitation" includes all athletes. County consents to SFS continuing to sublease to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that occurring at the present time.
5. Construction. The County will designate SFS or its designee as the agent of County for the purpose of arranging for the design and construction of improvements to the Sports Complex, with the scope of the improvements to be determined by SFS and approved by County, and the

County will otherwise provide cooperation appropriate for the design and construction of these improvements. The parties agree that such improvements to the Sports Complex (the "Improvements") will include, without limitation, Stadium upgrades, a new entrance, walk way connector around the outfield, one new field and other field enhancements, Mets player academy facilities, little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined by SFS and approved by County. Prior to the State's approval of the project, SFS and the County shall enter into an agreement to share in the design costs for the Improvements. A preliminary site plan of the Improvements is attached hereto as Exhibit A. The County acknowledges that SFS will not be a guarantor of construction completion or payment or take any financial risk with respect to the Improvements. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the \$55 million budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the \$55 million budget as a result, SFS shall be responsible for the overage. The County shall have the right to inspect the Improvements. The parties will establish a mutually agreed upon procurement process compliant with applicable legal requirements, which will include, among other things, a process intended to enhance the use of labor from within the region, the lack of a requirement to use the lowest price bidders, and a market fee to be paid to an entity selected by SFS to monitor the design and construction process. County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements.

6. Rent. During each year of the Term of the New FUA (including during the period of construction of the Improvements), SFS will make a base rent payment to the County (the "Base Rent") in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise's games played at the Stadium (collectively, "SFS Events"), provided that the Base Rent payment shall not exceed \$2,000,000 during each of the 1<sup>st</sup> through 10<sup>th</sup> years of the New FUA, \$2,100,000 during each of the 11<sup>th</sup> through 20<sup>th</sup> years of the New FUA, and \$2,250,000 during each of the 21<sup>st</sup> through 25<sup>th</sup> years of the New FUA. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the "Base Rent Cap." In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to County pursuant to Section 9 below and each year thereafter, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the "Additional Rent") as set forth in the chart below. The Gulf Coast League Payments provision currently set forth in Section 5(F) of the Existing FUA will also apply under the New FUA. The rent and other payments from SFS described in this Non-Binding Term sheet will be the only payments by SFS or any other person or entity to the County under the New FUA, and SFS or its assignees will be entitled to retain all revenues from the use and operation of the Sports Complex during the Term of the New FUA except for County Events (with the revenues and expenses for County Events to be divided as set forth in the Existing FUA or as otherwise agreed upon in the New FUA) and for the sharing of Stadium Revenue as provided herein. During any year in which Base Rent is less than \$2,000,000 SFS shall make a

payment to the County (the "Shortfall Payment") from (but not more than) SFS's 50% share of Stadium Revenues in the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of the 11<sup>th</sup> through 25<sup>th</sup> years of the New FUA shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in the 10<sup>th</sup> year of the New FUA in the amount of \$125,000, then the Base Rent Cap in the 11<sup>th</sup> year will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in the 11<sup>th</sup> year would have been \$2,100,000 had the Base Rent Cap not been reduced, then (x) in the 11<sup>th</sup> year SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from the 10<sup>th</sup> year, and (z) \$25,000 of SFS's Shortfall Payment from the 10<sup>th</sup> year will remain to be recouped from Additional Rent or future Base Rent Cap reductions.) To the extent that Shortfall Payments made by SFS are not fully recouped by the date the New FUA terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of the New FUA until all Shortfall Payments are repaid to SFS.

**Definitions:**

**"Stadium Revenue"** means (i) SFS's adjusted gross ticket receipts from SFS Events, plus (ii) SFS's gross sales receipts from food and beverage concession sales at SFS Events, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at SFS Events, plus (iv) the net profits from parking at SFS Events.

**"Adjusted gross ticket receipts"** means all revenues actually received by SFS from ticket sales for SFS Events, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

**"Gross sales receipts"** means revenues received from food and beverage concession sales or souvenir and novelty sales SFS Events, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law.

**"Net profits"** will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for SFS Events by reasonable labor costs incurred in operating the parking facilities on SFS Event days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

**Additional Rent Payment after completion of payments under Section 9 below**

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

7. **Operations and Maintenance.** Unless and until SFS transfers the obligations back to the County as described below, during the Term of the New FUA (including during the period of construction of the Improvements) SFS shall perform certain operations and maintenance of the Sports Complex (the "O&M") and the County will reimburse SFS for all related costs and expenses, including without limitation the cost of any related employee compensation and benefits, taxes, insurance, and payments to independent contractors (the "Operations and Maintenance Costs"). It is understood that SFS will assume certain operations and maintenance obligations as they pertain to the Players Academy and the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC. SFS and the County will cooperate in good faith to develop a mutually agreed upon maintenance standard for the Sports Complex. SFS and County will cooperate in good faith to finalize on or before January 1 of each year during the Term, a mutually approved budget of Operations and Maintenance Costs expected to be incurred during the upcoming calendar year (the "Operations and Maintenance Budget"), it being understood that the budget does not represent a cap on Operations and Maintenance Costs. During each year from the start of the Term of the New FUA until three years following substantial completion of the Improvements, the County shall (i) deposit 50% of the amount by which the Operations and Maintenance Budget exceeds the Operations and Maintenance Costs during such year in a standalone fund, with the amount in such fund being used solely to pay for future excess County O&M obligations or capital improvements that are agreed upon by the parties and (ii) pay SFS a bonus equal to 50% of the amount by which the Operations and Maintenance Budget exceeds the Operations and Maintenance Costs during such year, which SFS shall deposit in a standalone fund, with the amount in such fund being used solely to pay for future excess County O&M obligations or capital improvements that are agreed upon by the parties. Upon one year's prior written notice (given at any time starting two years following substantial completion of the Improvements), SFS can transfer the obligation to perform the O&M to the County, and the County will thereafter perform and pay all costs and expenses related thereto. In addition, upon one year's prior written notice (given at any time starting two years following substantial completion of the Improvements), the County can request that SFS transfer the obligation to perform the O&M to the County, and the County will thereafter perform and pay all costs and expenses related thereto. The parties will meet in good faith periodically during the Term to confer on operations and maintenance issues, and the continued desirability of SFS performing the O&M.

8. Additional County Contributions for Additional Improvements. Provisions with respect to additional improvements to the Sports Complex like those set forth in Section 5(K) of the Existing FUA will also apply under the New FUA, with the County making Additional County Contributions of \$10,000,000 in accordance with the following schedule (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule):

Year	Amount
1 through 4	\$0
5	\$1,000,000
6 and 7	\$200,000 each year
8 and 9	\$250,000 each year
10	\$1,000,000
11 through 14	\$300,000 each year
15	\$1,500,000
16 through 19	\$300,000
20	\$2,000,000
21 through 24	\$300,000 each year
25	\$0
<b>Total</b>	<b>\$10,000,000</b>

9. Existing Bonds. The County will refund the existing 2011A and 2011B bonds on or around November 1, 2016. The new 2016 refunding bonds shall have the same remaining term as the 2011A and 2011B bonds. SFS will make additional rent payments to the County under the New FUA, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit J to the Existing FUA on the dates indicated in the first (Period Ending) column of Exhibit J that follow commencement of the Term of the New FUA, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the 2016 refunding bonds.

10. State Funding. County and SFS will not enter into the New FUA unless the County receives approval for twenty million dollars in funding from the State of Florida Spring Training Retention Program.

11. Tourist Marketing. SFS and County will meet in good faith to discuss opportunities to promote St. Lucie County as a tourist destination.

12. Club Use. Throughout the Term, SFS shall cause the Club to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League.

12. Non-Binding Nature. This term sheet is intended solely to facilitate the parties continuing discussions concerning the matters described herein, and the terms set forth herein shall not be binding on any party unless and until such terms are set forth in a binding, definitive agreement (or agreements) executed by all necessary parties (which agreement(s) will include terms and conditions not set forth herein).

ATTEST:

[Signature]  
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]  
Chairman  
Date signed: May 10, 2016

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: [Signature]  
County Attorney

WITNESSES:

[Signature]  
[Signature]

STERLING FACILITY SERVICES, L.L.C.  
a New York limited liability company

BY: [Signature]  
Name: PAUL TAGLIERI  
Title: VP  
Date signed: 5/24/16

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24th day of MAY 2016  
by \_\_\_\_\_, as \_\_\_\_\_ of STERLING FACILITY SERVICES,  
L.L.C., a New York limited liability company.



CYNTHIA MARIA MALASPINO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE846369  
Expires 10/24/2016

Notary Public, State of Florida  
My Commission Expires: 10/24/16  
Personally known   
OR Produced Identification







ITEM NO. RES-2016-117

DATE: 08/02/2016

AGENDA REQUEST

\*CONSENT AGENDA\COUNTY ATTORNEY

**TO:** Board of County Commissioners

**PRESENTED BY:** Daniel S. McIntyre, County Attorney

**SUBMITTED BY:** County Attorney

**SUBJECT:** Resolution - Reimbursement Resolution regarding possible improvements to the St. Lucie County Sports Complex

**BACKGROUND:**

Sterling Facility Services, LLC is discussing with County staff the possibility of funding and constructing improvements to the St. Lucie County Sports Complex. As part of these discussions, County staff has involved the County's bond counsel and the County's financial advisor. The County's bond counsel has suggested that the County consider adopting a resolution declaring the County's intention to reimburse itself from tax exempt bond proceeds for prior expenditures made in furtherance of capital projects. A copy of the draft resolution prepared by bond counsel is attached. Please note that by adopting the draft resolution, the Board is not approving the funding or the construction of the Sports Complex improvements.

**PREVIOUS ACTION:**

N/A

**FINANCIAL IMPACT:**

N/A

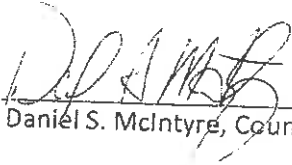
**RECOMMENDATION:**

Staff recommends that the Board approve the resolution and authorize the Chairman to sign the resolution.

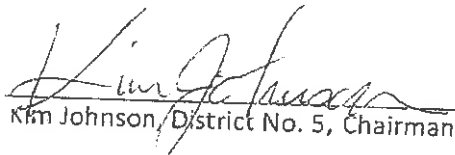
**COMMISSION ACTION:**

**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Chris Dzadoovsky, District No. 1, Vice-Chairman  
**SECONDER:** Paula A. Lewis, District No. 3  
**AYES:** Johnson, Dzadoovsky, Mowery, Lewis, Hutchinson

Coordination/Signatures



Daniel S. McIntyre, County Attorney 7/22/2016



Kim Johnson, District No. 5, Chairman 8/2/2016



ITEM NO. (ID # 3682)

DATE: 09/06/2016

AGENDA REQUEST

\*CONSENT AGENDA\OFFICE OF MANAGEMENT & BUDGET

**TO:** Board of County Commissioners

**PRESENTED BY:** Asheley Hepburn, Office of Management & Budget Director

**SUBMITTED BY:** Office of Management & Budget

**SUBJECT:** St. Lucie Sports Complex Funding Request

**BACKGROUND:**

On May 10, 2016, at a special Board of County Commissioners meeting, the Board adopted a Non-Binding Term Sheet, an agreement between the County and the Sterling Facility Services SFS. This agreement included language to share in the pre-development design costs for the renovation of the Spring Training facility prior to the State's approval of the project.

Subsequently, on August 2, 2016, at a Board of County Commissioners a resolution declaring the County's intention to reimburse itself from tax exempt bond proceeds for prior expenditures was adopted.

This action request approval to spend \$160,432 towards those items included as a part of the signed Non-Binding Term Sheet and seek reimbursement from the project bond proceeds, once funding is available. The Non-Binding Term Sheet states that, "Prior to the State's approval of the project, SFS and the County shall enter into an agreement to share in the design costs for the improvements". These funds will be allocated to Sterling Facility Services per the Non-Binding Term Sheet.

The below estimated budget represents a portion of the necessary costs to keep the project on track for construction to begin following Spring Training 2017 and as such will be reimbursable from the project bond proceeds. Sterling Facility Services will maintain documentation and submit for reimbursement once overall project funds are available.

St. Lucie County Sports Complex Renovations Due Diligence and Concept County Contribution			
Discipline	1st Allocation	2nd Allocation	Total
Architecture / Engineering	\$0	\$80,000	\$80,000
Environmental / Geotechnical / Survey	\$60,432	\$20,000	\$80,432
Total	\$60,432	\$100,000	\$160,432

**PREVIOUS ACTION:**

On May 10, 2016, at a special Board of County Commissioners meeting, a Non-Binding Term Sheet between the Sterling Facility Services SFS and St. Lucie County was adopted.

On August 2, 2016, at a Board of County Commissioners a resolution declaring the County's intention to reimburse itself from tax exempt bond proceeds for prior expenditures was adopted.

**FINANCIAL IMPACT:**

This action will authorize moving \$160,432 of reserve funding in 362-9910-599300-800, Sports Complex Capital Fund to 362-7210-563000-107607, Infrastructure.

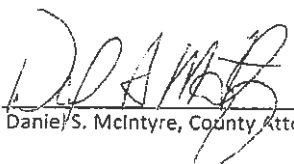
**RECOMMENDATION:**

Staff recommends the Board authorize advancing to Sterling Facility Services (SFS) \$160,432.00 for pre-development design cost for the renovation of the NY Mets Spring Training facility using reserves in the Sports Complex Capital Fund.

**COMMISSION ACTION:**

<b>RESULT:</b>	<b>ADOPTED BY CONSENT VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	Chris Dzadoovsky, District No. 1, Vice-Chairman
<b>SECONDER:</b>	Frannie Hutchinson, District No. 4
<b>AYES:</b>	Kim Johnson, Chris Dzadoovsky, Paula A. Lewis, Frannie Hutchinson
<b>ABSENT:</b>	Tod Mowery

Coordination/Signatures



Danie S. McIntyre, County Attorney

8/23/2016



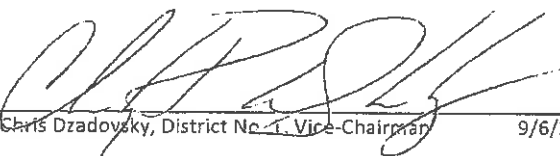
Ashley Hodgburn, Office of Management & Budget Director

8/23/2016



Howard Tipton, County Administrator

8/29/2016



Chris Dzadovsky, District No. 1, Vice-Chairman

9/6/2016

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

July 16, 2018

RANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

**Subject:** Annual Report to the Florida Department of Economic Opportunity (DEO) for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

**Item #2:** A copy of the Spring Training Facility Lease and Use Agreement between the County and the Spring Training Franchise, including all amendments, modification, extensions, assignments, or ancillary agreements thereto, current as of the date of the annual report. The County's Spring Training Franchise shall remain the New York Mets, unless properly changed pursuant to law and the terms of this Agreement and the Spring Training Facility Lease and Use Agreement.

CHRIS DZADOVSKY  
DISTRICT 1

- Facilities Use Agreement (FUA) C16-11-693 between St. Lucie County and Sterling Facilities Services, LLC (SFS) which owns and operates the New York Mets major league team dated November 15, 2016.
- New FUA C16-11-693 Amended and Restated dated January 24, 2017.
- First Amendment to Amended and Restated Facilities Use Agreement between the SFS (N.Y Mets) and St. Lucie County; Stadium Renovation plans by Ewing Cole (Architecture).

ANTHONY BONNA  
DISTRICT 2

CATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
PORT PIERCE, FL 34982

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**ST. LUCIE COUNTY SPORTS COMPLEX  
FACILITIES USE AGREEMENT**

**THIS AGREEMENT** (the "Agreement"), made and entered into in triplicate as of November 15, 2016 (the "Effective Date"), by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

**WITNESSETH:**

**WHEREAS**, County owns the real property legally described on Exhibit "A" hereto (the "Land"), and all of the fields and improvements located thereon, including, without limitation, the lighted major league baseball stadium presently known as "Tradition Field" (the "Stadium"), and certain major and minor league training facilities, locker rooms, practice facilities, and related improvements (with the Land, Stadium and all fields and improvements hereinafter collectively referred to as the "Sports Complex"), as the Sports Complex is depicted on the site plan ("Site Plan") set forth in Exhibit "B" hereto.

**WHEREAS**, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for the Term (as defined below) in accordance with the provisions hereinafter contained;

**WHEREAS**, throughout the Term, SFS shall cause the Sterling Mets, L.P. ("Club"), which owns and operates the franchises for the New York Mets major league baseball team and the St. Lucie Mets minor league baseball team to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. **SITE; ADDITIONAL CAPITAL IMPROVEMENTS.**

The County warrants and represents that it owns the Land, Stadium, and the remainder of the Sports Complex including, without limitation, the fields and improvements thereon.

The parties further acknowledge and agree that, subject to the terms set forth herein and in the exhibits hereto, County shall permit SFS to construct additional capital improvements to the Sports Complex property during the Term, in accordance with the schedule, scope, specifications, designs and plans which shall be determined in accordance with the terms of Section 10. Upon the Completion (as such term is hereinafter defined) of the New Improvements (as defined below) the term "Sports Complex," as used herein, shall be deemed to include the New Improvements.



2. **SFS USE OF FACILITIES; TERM; TERMINATION OF PRIOR FUA.**

A. **Term:** SFS agrees to use the Sports Complex for a period commencing on the Effective Date and ending on December 31, 2042 (or such earlier date upon which this Agreement is terminated as provided herein) (the "Term"), subject to the terms and conditions hereof, for the following purposes (the "Permitted Uses"):

(i) SFS may use and permit the Club to use, and the County shall permit SFS and the Club to use, the Sports Complex during the Term of this Agreement for the following, subject to the priorities of use as set forth in Section 15 of this Agreement:

- Fantasy and Youth Baseball Camps
- New York Mets Spring Training (February - April)
- New York Mets Exhibition Season (March - April)
- Florida State League or any successor league (April - September)
- Gulf Coast League or any successor league (June - August) (if applicable)
- Minor League Spring Training (April - June)
- Instructional League Play (September - November)
- Training and/or rehabilitation for baseball players, or (in the retail space currently subleased to Barwis Methods Training Center of Port St. Lucie, LLC) any athletes

To the extent that any use of the Sports Complex for the purposes set forth above in this Section 2(i) (not including fantasy and youth camps) involves professional baseball teams and players who are not affiliated with the Club (or with a major league baseball club affiliated with an assignee of SFS), then SFS (or, if applicable, SFS's assignee) will reimburse the County for its incremental costs arising directly from such use. County consents to SFS continuing to sublease retail space at the Sports Complex to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that occurring at the present time. SFS agrees that separate utility meters for the Barwis Center shall be installed as part of the New Improvements.

(ii) SFS, the Club and County shall each have exclusive use of certain office facilities at the Sports Complex as identified in Exhibit "K," on a year-round basis.

(iii) The staging, by or with the permission of SFS, of other baseball and non-baseball oriented events at the Sports Complex, including, without limitation, concerts, shows, conventions and political, religious and community events, subject to the scheduling provisions of Section 15 of this Agreement, except that SFS shall be permitted to conduct promotional events and other activities on the dates of baseball games played at the Sports Complex in SFS's sole discretion.

(iv) The radio, television, internet and other broadcast or transmission of SFS Events.

- (v) All uses set forth below in Sections 6, 7, 8, 12 and 15 of this Agreement.
- (vi) Any such other uses as shall be reasonably consistent with the foregoing.

All New York Mets and St. Lucie Mets (and, if any, GCL Mets (as defined below in Section 12)) activities at the Sports Complex during the Term of this Agreement, as well as all baseball games and other events staged at the Sports Complex by or under the sponsorship, control or authorization of SFS, are referred herein as "SFS Events." All events conducted or authorized by the County at the Sports Complex during the term of this Agreement (excluding all SFS Events) are referred to herein as "County Events."

B. As of the Commencement Date, the St. Lucie Sports Complex Facilities Use Agreement entered into as of August 1, 2003, as amended (the "Prior FUA"), shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and condition of this Agreement. County hereby acknowledges that no payment is due from SFS pursuant to Section 19 of the Prior FUA.

### 3. MAINTENANCE.

A. County will, at its expense, at all times keep and maintain the Sports Complex (excluding the Player Academy Spaces (as defined below) and the Barwis Training Center) in good and clean order and repair suitable for a first-class major and minor league training, exhibition and playing complex, including without limitation maintaining the playing fields in a first-class condition appropriate for a major league baseball team, and in any event of a quality not less than the highest level of practiced professional baseball standards (the "Maintenance Standard") and in accordance with the specifications set forth in Exhibit "L" hereto. "Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Sports Complex in first-class good order and repair, and (b) keep the Sports Complex free of debris. Maintenance shall include, without limitation, (i) performing all preventative or routine maintenance that is stipulated in operating manuals for equipment as regular, periodic maintenance procedures; (ii) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing air filters; (iii) groundskeeping and maintenance of the athletic fields, including without limitation, seeding, mowing, watering and raking of the grassy areas and full maintenance of the balance of the playing fields, preparation of the fields at the start of each season and for practice sessions and games, maintenance, repair and replacement and painting of grandstands, fences, batter's background walls and other related items; (iv) changing of standard, isolated light bulbs, fuses and circuit breakers as they burn out; (v) cleaning all portions of the Sports Complex immediately after each SFS Event and County Event; (vi) all repairs other than Capital Repair Work (as defined in Section 4), (vii) repair and rehabilitation of parking areas; and (viii) touch-up painting. County shall employ a sufficient number personnel to maintain the Sports Complex (excluding the Player Academy Spaces and the Barwis Center) properly for use and play until the end of SFS's seasonal use of the facilities as delineated in Section 2. The County and SFS shall consult annually as to a reasonable program of management, operation, and maintenance

of the facilities to be carried out during the coming year, and County shall be responsible for implementation of such a reasonable program at its expense.

B. SFS Maintenance Responsibility. At all times during the Term, SFS shall be responsible for performing all Maintenance of the Player Academy Spaces at the Sports Complex and (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC and paying all costs and expenses related thereto including payment of the cost of utilities, except to the extent such Maintenance is required due to the actions of the County or its contractors. SFS shall be solely responsible for any maintenance, restoration or repair related to damage occurring to the Sports Complex as a result of the negligent acts or willful misconduct of SFS or Club, its officers, agents and employees. SFS also shall be solely responsible for repair of any damage to the playing fields, structures, or other facilities that occur during non-baseball SFS Events.

C. In connection with the performance of the Maintenance, SFS shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, that the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

D. The County shall have no obligation to perform or pay for any Maintenance with respect to the Player Academy Spaces or (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC, except to the extent such Maintenance is required due to the negligence or willful misconduct of the County, its agents or employees.

#### 4. CAPITAL REPAIRS.

A. All Capital Repair Work required during the Term shall be performed by the County and all costs and expenses related to the Capital Repair Work shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Additional Improvements Fund. "Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Sports Complex that are reasonably necessary to keep the facilities and amenities of the Sports Complex in good repair and sound condition; and (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation, HVAC and MEP systems and structural integrity of the Sports Complex, and preserve its usefulness for the purposes for which it is being used hereunder.

B. The County shall establish an account in the name of the County, designated as the "Capital Repairs Fund" for mutually agreed upon Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund each year and SFS shall pay the County \$75,000 on March 1 during each year of the Term, which amount the County shall deposit

the Capital Repairs Fund. The provisions of this Section 4.B shall not be construed in any way to limit the County's obligation to perform all Capital Repair Work.

5. **ADDITIONAL IMPROVEMENTS.**

A. The County shall establish an interest bearing account, in the name of the County, designated as the "Additional Improvements Fund," for mutually agreed upon Additional Improvements (as defined below) to benefit the Sports Complex during the Term, and all interest thereon shall be added to the Additional Improvements Fund. The County shall contribute funds to the Additional Improvement Fund in accordance with the schedule of contributions set forth in the attached Exhibit "C" (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule).

B. During the Term County shall fund, to the extent funds are available in the Additional Improvements Fund, certain additional improvements to the Sports Complex proposed by SFS and approved by the County, such approval not to be unreasonably withheld (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Term. SFS shall have the right to request that the County provide monies from the Additional Improvements Fund and the County will promptly honor such requests and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement.

6. **CONSIDERATION – PAYMENT.**

A. For purposes of this Section 6.A "Year 1" means the 2017 calendar year, "Year 2" means the 2018 calendar year and so on through "Year 25" which is the 2042 calendar year. For each year of the Term starting in 2017, SFS will make a base rent payment to the County (the "Base Rent") in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise's games played at the Stadium (collectively, "Games"), provided that the Base Rent payment shall not exceed \$2,000,000 during each of Year 1 through Year 10, \$2,100,000 during each of Year 11 through Year 20, and \$2,250,000 during each of Year 21 through Year 25. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the "Base Rent Cap." In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to the County pursuant to Section 37 below and each year thereafter during the Term, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the "Additional Rent") in an amount equal to the County percentage multiplied by the corresponding incremental amount of Stadium Revenue in excess of \$5,500,000 as set forth in the chart below (subject to reduction to the extent necessary to recoup Shortfall Payments as addressed below in this Section).

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

For example, if Stadium Revenue in a year in which Additional Rent is due (a) is \$5,500,000 or less, SFS shall not make any Additional Rent payment; (b) is \$6,000,000, SFS will make an Additional Rent payment equal to \$50,000 (i.e., 10% of the \$500,000 between \$5,500,001 and \$6,000,000); (c) is \$7,000,000, SFS will make an Additional Rent payment equal to \$225,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000 plus 25% of the \$500,000 between \$6,500,001 and \$7,000,000); or (d) is \$8,000,000, SFS will make an Additional Rent payment equal to \$600,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000, plus 25% of the \$1,000,000 between \$6,500,001 and \$7,500,000, plus 50% of the \$500,000 between \$7,500,001 and \$8,000,000)

For any year of the Term starting in 2017 in which Base Rent is less than \$2,000,000 SFS shall make a payment to the County (the "Shortfall Payment") from (but not more than) SFS's 50% share of Stadium Revenues, such payment being equal to the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of Year 11 through Year 25 shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in Year 10 in the amount of \$125,000, then the Base Rent Cap in Year 11 will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in Year 11 would have been \$2,100,000 had the Base Rent Cap not been reduced, then (x) in Year 11 SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from Year 10, and (z) \$25,000 of SFS's Shortfall Payment from Year 10 will remain to be recouped from Additional Rent or future Base Rent Cap reductions. To the extent that Shortfall Payments made by SFS are not fully recouped by the date this Agreement terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of this Agreement until all Shortfall Payments are repaid to SFS.

**Definitions:**

"Stadium Revenue" means (i) SFS's adjusted gross ticket receipts from Games, plus (ii) SFS's gross sales receipts from food and beverage concession sales at Games, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at Games, plus (iv) the net profits (defined

below) from parking at Games.

**“Adjusted gross ticket receipts”** means all revenues actually received by SFS from ticket sales for Games, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

**“Gross sales receipts”** means revenues received from food and beverage concession sales or souvenir and novelty sales at Games, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law. In the event SFS elects to contract with an unaffiliated private firm to operate all food and beverage concessions and/or souvenir and novelty sales, then, in lieu of including all revenues received from food and beverage concession sales and souvenir and novelty sales at Games in gross sales receipts, SFS shall include in gross sales receipts only such portion of food and beverage concession revenues and souvenir and novelty revenues received by SFS from the contractor. Moreover, SFS’s selection of an unaffiliated private firm to operate all food and beverage concessions or souvenir and novelty sales at the Sports Complex shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

**“Net profits”** will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for Games by reasonable labor costs incurred in operating the parking facilities on Games days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

B. **Advertising.** Subject to the terms of Section 7(C) hereof with respect to Naming Rights, County grants to SFS the exclusive right to display or permit others to display advertising material at all locations in the Sports Complex at all times during the Term (including, without limitation, advertising in game or other SFS Event programs), and the exclusive right to grant event sponsorship and promotional rights at the Sports Complex during SFS Events, as well as the right to assign all or any portion of such rights to any third party including specifically to the Club. SFS shall have the right to display such advertising signs at all events held at the Sports Complex, including, without limitation, County Events. The County shall not be entitled to receive any of the revenues generated by SFS or its assignees through the sale of such advertising, sponsorships and promotions. SFS or its assignee shall retain one hundred percent (100%) of all revenues from advertising at the Sports Complex during the Term and from all sponsorships and promotions during SFS Events, and SFS shall have control over the type and content of all such advertising, sponsorships and promotions. County shall have the right to review and approve all such proposed advertising, provided that County shall have no right to object to any advertising except to the extent that such advertising is indecent or incompatible with the character and dignity of the Sports Complex; any proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Major League spring training or minor league baseball facility within the State of Florida. County may not sell or display signage at the Sports Complex without the prior written consent of SFS, in SFS’s sole discretion, except that the

County may display at the Sports Complex signage that is comprised solely of the insignia or logos of the County or that is required by public safety considerations or by local, state or federal regulations subject to the approval of SFS, which approval shall not be unreasonably withheld.

C. **Parking.** SFS reserves the right to charge reasonable fees for parking areas adjacent to the Stadium for persons attending SFS Events. SFS shall have the right to make parking spaces available at all times and without charge to authorized representatives, designees or personnel designated by SFS. County and SFS shall cooperate and develop a visitors pass procedure that will allow free parking to authorized representatives and guests of the County and SFS.

SFS shall include the net profits from parking at Games in Stadium Revenue as set forth above. For all SFS Events other than Games, SFS shall retain one hundred percent (100%) of all parking receipts. For County Events at the Sports Complex, County shall operate all parking at its sole expense and shall retain all proceeds.

D. **Intentionally Omitted.**

E. **Rent for Use of Stadium.** The rental payment by SFS for use of the Stadium shall be the payments from SFS to County as provided above in Section 6.A. Except as otherwise specifically provided in this Agreement, only one payment shall be made each year of the net amount due from SFS to County, which annual payment shall be made prior to the commencement of the following Major League Spring Training season. County and SFS agree that such amounts paid by SFS to County shall be deemed to be the rent payment for the use and occupancy of real property pursuant to Section 212.031, Florida Statutes. In addition to the requirements of Paragraph 9(C), SFS shall provide the County with an annual accounting of revenues and expenses in sufficient detail for audit purposes at the same time the annual payment is made.

F. **County Revenues.** SFS shall pay to County thirty-three percent (33%) of SFS's gross sales receipts from food and beverage concession sales at all County Events, with SFS retaining the other sixty-seven percent (67%). As used in this Section 6(F), "gross sales receipts" means revenues received from food and beverage concession sales, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. However, County shall not levy any tax on the sale of concessions except as may be required by state law. For all County Events, County shall retain one hundred percent (100%) of the adjusted gross ticket receipts but shall reimburse SFS for all pre-approved out-of-pocket expenses incurred by SFS in connection with each such event. As used in this Section 6(F), the term "adjusted gross ticket receipts" means all revenues actually received by SFS from ticket sales for County Events at the Sports Complex, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. However, County shall not levy any tax on sale of tickets except as required or authorized by state law.

G. **Parking Revenues from Adjacent Businesses.** Subject to the approval of SFS, which approval shall not be unreasonably withheld, the County shall have the right to allow local

businesses with offices adjacent to the Stadium ("Adjacent Businesses") to utilize the Stadium parking area depicted on Exhibit "N" hereto (the "Business Parking Area") on a nonexclusive basis provided that the use of the Business Parking Area by local businesses shall not conflict with use of the Business Parking Area by SFS or the County for SFS Events or County events. The parties agree that the first \$100,000 in total revenues received during the Term from the use of the Business Parking Area by the Adjacent Businesses shall be retained by the County to reimburse the County for the actual cost incurred by the County to construct improvements to the Business Parking Area, and thereafter, the County shall deposit all revenues received from use of the Business Parking Area by the Adjacent Businesses into the Capital Repairs Fund. The County shall be responsible for all damage and expenses resulting from use of the Business Parking Area by Adjacent Businesses

**7. TELEVISION - RADIO REVENUE; LUXURY SUITE REVENUE; NAMING RIGHTS.**

**A. Television - Radio Revenue.**

It is expressly acknowledged and agreed by and between the parties, that the County shall receive no revenues from the radio or television broadcast or other transmission (including, without limitation, over cable or the Internet) of or relating to any SFS Events, nor shall the County participate, in any manner, in determining when said SFS Events shall be broadcast or otherwise transmitted. SFS has the exclusive right to sell television and radio broadcasting and other transmission rights for SFS Events and to permit others to sell such television and broadcasting and other transmission rights, and SFS or such other authorized party shall retain all revenues resulting therefrom.

**B. Suite Revenue.**

SFS shall manage and control the rental of any luxury suites at the Stadium, including without limitation any luxury suites constructed as part of the New Improvements, for all events at the Sports Complex during the Term. County and SFS shall each be entitled to use and authorize others to use one luxury suite for all events during the Term, without charge to County or SFS for their occupancy of the respective suites. All other luxury suites are to be rented on a yearly basis, and SFS shall retain one hundred (100%) percent of adjusted gross revenue from the rental of luxury suites. The lessee of any luxury suite will receive admission tickets to the luxury suite for all New York Mets spring training games and all St. Lucie Mets games at no additional charge. The lessee of any luxury suite will also have the right to purchase admission tickets to the luxury suite for any other event held at the Stadium during the year, and if such tickets are purchased: (i) for all SFS Events other than New York Mets spring training games and St. Lucie Mets games, SFS shall retain one hundred (100%) percent of the adjusted gross revenue from the sale of such admission tickets; and (ii) for all County Events, SFS shall retain ten (10%) percent of the adjusted gross revenue from the sale of such admission tickets and shall pay to the County the remaining ninety (90%) percent. As used in this Section 7(B), the term "adjusted gross revenue" means all revenues actually received by SFS from the rental of luxury suites that is



attributable to the particular event at issue, and all revenues actually received by SFS from the sale of tickets granting admission to the luxury suites for the event, less any and all taxes and tax surcharges or fees due to any governmental or taxing authority related thereto. Revenues from food and beverage sales in luxury suites will be included in gross sales receipts as set forth in Section 6(A) above.

C. **Naming Rights.**

SFS or its designee shall have the sole and exclusive right to designate the name of the Sports Complex and/or its constituent parts and to grant one or more third parties (i) the right to include such party's name, product name and/or logo and/or corporate identifiers in the name of the Sports Complex and/or its constituent parts, (ii) the right to have such name and/or logo and/or corporate identifiers prominently displayed on the interior and the exterior of, and on and around the entrances to the Sports Complex and/or its constituent parts, and on the Sports Complex apron, as part of the name of the Sports Complex, and (iii) such other nonexclusive rights which are customarily included in the grant of the rights in clause (i) and (ii) above (such rights are hereinafter referred to as the "Naming Rights"), and provided that such name and/or logo and/or corporate identifiers shall not be obscene nor shall it be unlawful to use the same. For avoidance of doubt, SFS retains all revenues with respect to Naming Rights.

For so long as both this Agreement and the agreement granting Naming Rights remain in effect, the Stadium and the Sports Complex shall be referred to by the name(s) selected pursuant to this Section 7(C), and neither party shall advertise or refer to the Stadium or the Sports Complex by any other name. The Stadium and the Sports Complex names selected pursuant to this Section 7(C) shall be used by the parties when referring to the Stadium and the Sports Complex in any of their correspondence, press releases, promotional materials, advertisements and/or publications, and shall be used by County on all related directional traffic and pedestrian signs on highways, local streets, and all public thoroughfares in and around the Sports Complex and St. Lucie County, Florida. Notwithstanding the above, the parties agree that the County's logo shall be permanently displayed at locations in the Stadium and Sports Complex as mutually agreed upon by the parties.

County shall retain the right to market for sale to a third party the right to include such party's name, product name and/or logo in the official name of the football/soccer field across from the Sports Complex (the "Football/Soccer Naming Rights"). County shall not market or entertain offers for, and shall not enter into any agreement relating to, the Football/Soccer Naming Rights until after all Naming Rights Agreements referenced above in this Section 7(C) with respect to the remainder of the Sports Complex have been entered into and approved by the Board of County Commissioners. Any agreement with respect to the Football/Soccer Naming Rights shall be subject to the approval of SFS, which approval shall not be unreasonably withheld, provided that the withholding of approval shall be conclusively deemed reasonable if the proposed agreement is with a competitor of any entity that has an advertising or naming rights agreement with SFS or Club at any facility.

D. **Other Revenues.**

Except as otherwise expressly stated and specified in this Agreement, SFS shall be entitled to retain all revenues related to the Sports Complex.

E. **Recognition of Contributions of Thomas J. White, Sr.**

Wholly separate from any naming rights for the Sports Complex or the Stadium, County and SFS agree to continue to recognize the contributions of Thomas J. White, Sr. in a manner similar to how such contributions are currently recognized at the Sports Complex and Stadium.

8. **TICKET SALES; PROGRAM SALES, CONCESSIONS AND PARKING.**

SFS has the exclusive right to operate ticket sales, program sales, and parking lots in connection with SFS Events during the Term of this Agreement, and has the right and discretion to contract with or authorize one or more other persons or entities to operate ticket sales, parking and/or game program sales at the Sports Complex at or in connection with SFS Events.

SFS has the exclusive right and discretion to sell and authorize others to operate concessions for the sale of food and beverages (including, without limitation, catering, hospitality and picnic services), novelties, souvenirs and paraphernalia at the Sports Complex during the Term of this Agreement. The County reserves the right to schedule special events in the parking lot during non-baseball scheduled events at which concessions will be sold; SFS will operate concessions at such special events in accordance with its exclusive right to operate concessions at the Sports Complex during the Term, and will cooperate with the County with respect to the providing of concessions to community and charitable groups at such special events. During the Term of this Agreement, SFS shall provide good quality concession services to the public. SFS will use commercially reasonable efforts to restrict patrons from bringing any food, beverages (including alcoholic beverages) or beverage containers into the Sports Complex. Prior to the start of each season, SFS will provide the County with notice of the pricing for tickets, programs, concessions and parking.

No new coin or currency operated vending machines shall be installed or located within the Sports Complex by SFS without the written permission of the County's Parks and Recreation Director, which permission shall not be unreasonably withheld. Except as otherwise permitted under this Agreement, SFS will not install permanent fixtures or construct permanent improvements at the Sports Complex without the County's prior consent, which consent shall not be unreasonably withheld.

9. **BOOKS, RECORDS AND AUDIT.**

SFS and County agree to keep accurate books and records in accordance with generally accepted accounting practices of their respective operations at the Sports Complex. SFS agrees to

submit to the County, on a quarterly basis, a report containing accurate attendance information in a form agreed to by all parties. In addition, the parties agree as follows:

B. SFS shall submit daily sales (ticket, parking, program and concessions) reports within thirty (30) days following the last Game of Spring Training and thirty (30) days following the last Game of the Florida State League season.

C. All related books and records regarding ticket, parking, program and concession sales shall be jointly available to the County for suitable annual audit at a time mutually agreed to by the parties. Any audits must be performed within twelve (12) months after the end of each year of operation (January 1 - December 31). SFS shall have the same right to audit the books and records of any County operation under this Agreement, and shall have the right to review the County budget and related documents at any time upon reasonable notice.

10. **NEW IMPROVEMENTS.**

A. **NEW IMPROVEMENTS - BUDGET.**

The County intends to issue bonds, the ("New Improvement Bonds") which will be used to finance certain improvements to the Sports Complex described on Exhibit "D" hereto (the "New Improvements"). If the County does not issue the New Improvement Bonds and fully fund the New Improvements Budget (as defined below) by April 1, 2017 SFS shall have the right to nullify and void this Agreement, by providing written notice to the County, provided that the County shall have seven (7) days following its receipt of such notice from SFS to issue the New Improvement Bonds, and if the New Improvement Bonds are issued by the end of such seven (7) day period then the written notice provided shall be ineffective. If this Agreement is nullified and voided as set forth in the immediately preceding sentence, the parties agree that the Prior FUA shall be reinstated and the terms and conditions of the Prior FUA shall govern the rights and obligations of SFS and the County. The County will designate SFS as the agent of County for the purpose of coordinating the New Improvements, with the scope of the New Improvements to be determined by SFS and approved by County, and the County will provide cooperation appropriate for the design and construction of the New Improvements. The parties agree that the New Improvements will include, without limitation, Stadium upgrades, a new entrance, walk way connector around the outfield, one new field and other field enhancements, Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium (the "Player Academy Spaces") (which shall only be used by Mets personnel and shall not be available for use by the general public), little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined and approved by SFS and County. The County shall provide \$55,000,000 of funding (the "New Improvements Budget") for the design and construction of the New Improvements.

Nothing in this Agreement shall obligate the County to provide funding for the New Improvements in excess of the New Improvements Budget. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other

modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage. The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements, it being understood that the cost of such statement shall be paid by the County and shall not be included in the New Improvements Budget.

**B. NEW IMPROVEMENTS - PLANS.**

1. County, for the benefit of SFS and County, shall competitively procure an architect reasonably satisfactory to both parties (the "Architect" referred to in this Section 10) in accordance with Florida Law and County Procurement Policy. The Architect shall be responsible for, *inter alia*, (1) developing a conceptual plan and general specifications (the "Conceptual Plans" referred to in this Section 10) for the New Improvements; (2) developing preliminary plans and specifications for the New Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the New Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the New Improvements are constructed (the "Architect's Work" referred to in this Section 10). SFS shall enter into a contract (the "Architect's Contract" referred to in this Section 10) with the selected Architect with terms that are fair, competitive and reasonable as required by Section 287.055 (5) and (6) of the Florida Statutes, and which shall, *inter alia*, contain the terms and conditions set forth in Exhibit "E" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. The County shall, upon request, enter into a joinder to the Architect's Contract substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit "E", and SFS and the County shall be designated as Named Insureds on all applicable policies. The Contract should also provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(b) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not fair, competitive and reasonable as required by Section 257.055 (5) and (6) of the Florida Statutes. County, through its Board of County Commissioners, shall have final approval rights to the negotiated Contract limited to whether the Contract terms are fair, competitive and reasonable. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect and its carriers, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect

except to the extent caused by any negligent acts or omissions of SFS or its agents or representatives.

2. Contemporaneous with procurement of the Architect, the County shall, through currently pending RFQ No. 16-049, competitively procure a consultant to provide Program Manager Consulting Services on its behalf, serving as the point of contact of the County for all project development interaction involving SFS, Architect and Contractor.

3. SFS shall cause Architect to furnish to County the Conceptual Plans for the New Improvements. County, through its Board of County Commissioners, shall have a period of twenty (20) days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the New Improvements set forth on Exhibit "D" hereto or to the extent the Conceptual Plans reflect estimated costs in excess of the New Improvements Budget. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such twenty (20) day period, the Conceptual Plans shall be deemed approved.

4. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the New Improvements in accordance with the approved Conceptual Plans (the "Preliminary Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans are materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such twenty (20) day period, the Preliminary Plans shall be deemed approved.

5. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the New Improvements (or such of the New Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans are materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in writing and in reasonable detail. If neither County nor SFS disapprove within such twenty (20) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "F".

6. County, for the benefit of SFS and County, shall, through a publicly advertised competitive bidding or proposal process, in accordance with Florida law and County Procurement Policy, competitively procure a contractor (the "Contractor" referred to in this Section 10) for the construction of the New Improvements in accordance with the Final Plans (the "Work" referred to in this Section 10). SFS shall have input on the qualifications and selection of contractors, with two members appointed by SFS to a five-member selection committee, with the remaining three members appointed by County, and to refuse to engage any contractor upon terms that are not fair, competitive and reasonable as determined by SFS. The final terms of the agreement between SFS and the Contractor (the "Construction Contract" referred to in this Section 10), and any Guaranteed Maximum Price amendments or agreements, shall be subject to the approval of the County, through its Board of County Commissioners, limited to whether the Contract terms are fair, competitive and reasonable. SFS shall enter into a Construction Contract along with terms that are fair, competitive and reasonable and the terms set forth below, with the selected contractor.

7. The Construction Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "G" hereto and shall include each of the following requirements related to all work under the Construction Contract ("Work"): (i) the furnishing of a public construction bond in a form consistent with Section 255.05, Florida Statutes, with the County named as co-obligee, and with terms acceptable to SFS; (ii) competitive procurement of all Subcontractors work and supplies as set forth in Subsection 7(d) below ("Procurement of Subcontracts"); (iii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 10% of the total value of the construction contract) and required reductions at 50% completion as set forth in Section 255.078, Florida Statutes; (iii) payment by the Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum referred to in this Section 10), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vi) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured; (vii) the County shall be named as a third party beneficiary in the Contract; and (viii) Contractor must agree that it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(c) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS. The County shall, upon request, enter into a joinder to the Contract between the Contractor and SFS substantially similar to the joinder

entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc.

8. As required by Section 119.0701, Florida Statutes, in all contracts competitively procured for services related to the New Improvements, including the Architect as set forth in Section 10(B)(1) and Contractor as set forth in Section 10(B)(4), SFS shall include in each such Contract, the following Notice in capital letters, 14-point boldfaced type:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.**

SFS shall also include in each such Contract, a requirement that the contracting party comply with the following requirement of Florida's Public Records Law:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. SFS agrees to include the following provisions (or substantively equivalent provisions) in the Construction Contract:

(a) Punchlist Procedures. Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the Work. No more than ten (10) days prior to Contractor's expected Substantial Completion of the Work as defined in the Construction Contract, Contractor shall schedule a walkthrough with SFS and the County ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a checklist ("Checklist") of items to be performed by the Contractor, based upon observations made between the Contractor, SFS and the County during the IW.

No later than forty (40) calendar days after reaching Substantial Completion, Contractor shall again initiate and request a second walkthrough of the Project with SFS and the County. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and for the purpose of developing a single and Final Punchlist.

The intent of this section is for SFS, County and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than sixty (60) calendar days from the date of reaching Substantial Completion of the Work as defined in the Construction Contract. The single Final Punchlist shall be delivered no later than five (5) calendar days after the Punchlist has been developed and reviewed in accordance with this section. If the Work provided in this Construction Contract relate to more than one building or structure, or involves a multi-phased project, the single Final Punchlist is required to render complete, satisfactory, and acceptable all the Work for each building, structure, or phase of the Project and is due within the time periods set forth in this section.

In no event may the Contractor request payment of final retainage until the Final Punchlist is 100% complete.

Contractor agrees to complete the Final Punchlist items and the Final Contract Completion Date must be thirty (30) calendar days after the delivery date of the Final Punchlist. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Construction Contract.

Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) SFS has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.

Contractor acknowledges and agrees that SFS may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such generated list prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by SFS during performance of the Work.



Contractor acknowledges and agrees that SFS shall determine whether an item on the Final Punchlist is completed and shall calculate the amount of payment to withhold if an item is incomplete, with SFS having the right to withhold the greater of 150% of the value of the item on the Final Punchlist that is incomplete or the amount of the retainage under this Construction Contract. Contractor acknowledges and agrees that in calculating the amount of payment that may be withheld by SFS as to any Final Punchlist item for which a good faith basis exists to determine that it is incomplete, SFS may, in calculating the amount equal to 150% of the value of the item (if SFS decides to withhold such amount rather than the amount of the retainage under this Construction Contract), include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

(b) **Reduction of Retainage Procedures.** After the Contractor has achieved fifty percent (50%) completion of the Work, retainage from subsequent Pay Applications shall be reduced to five percent (5%). Contractor may request a reduction of retainage previously withheld from ten (10%) percent of the total value of the Construction Contract to five (5%) percent after fifty (50%) percent completion of the Work which SFS shall authorize for payment unless justification for withholding exists, as permitted by Section 255.078, Florida Statutes. The term "Fifty Percent Completion" shall be defined as follows, in lieu of any other definition:

"Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

(c) **Definition of Substantial Completion.** For purposes of this Construction Contract, and for compliance of those procedures, duties and obligations, the term Substantial Completion shall be as follows, in lieu of any other definition:

"Substantial Completion" is defined as that point where SFS and the County are able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that SFS and the County are able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the

exception of incidental and incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work, to the satisfaction and approval of all authorities having jurisdiction.

(d) **Procurement of Subcontracts.** All subcontracts exceeding \$500,000 shall be and competitively awarded in accordance with the process set forth in Exhibit "O".

(e) **Contractor Self-Perform Work.** Upon approval by SFS, Contractor and any Related Entities as defined below, may use its own forces to perform a portion of the Work, as long as the cumulative percentage of the total self-performed construction work does not exceed 25% of the Direct Cost of the Work for the Project, as reflected in the approved GMP or latest approved estimates. SFS reserves the right to limit instances of self-performance to certain Work. There is no guarantee that any self-performed work will be allowed. Related Entities are prohibited from submitting competing bids or proposals and shall be disqualified for doing so, unless authorized hereunder. When authorized in advance to submit a competitive bid, the Contractor or Related Entity must submit its bid to SFS, at least forty-eight hours prior to the bid opening date and time. "Related entities" means any parent company, affiliates, subsidiaries, or other entities having common ownership or management with that of the Contractor or a subcontractor.

10. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will look solely to the Contractor and its carrier(s) and surety bond(s), and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor except to the extent caused by the negligent acts or omissions of SFS or its agents or representatives.

11. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion. The cost of such insurance shall be included in the Total Cost of the Work (as defined in this Section 10(B)(10)). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

12. The Total Cost of the Work defined herein shall be paid by the County in accordance with the procedures set forth in Section 10(C)(9), below, out of the New Improvements Budget. The term "Total Cost of the Work" referred to in this Section 10 shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses, and all fees and expenses related to the obtaining of permits needed to construct the New Improvements, plus (ii) the Construction Contract Price, plus (iii) the fees and expenses of any consultants engaged directly for the design and construction of the New Improvements which are approved in advance by the County and competitively procured in accordance with Florida law (including the Program Manager under RFQ No. 16-049), plus (iv) any other approved costs, expenses or liabilities

incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain with County's advance approval, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (referred to in this Section 10 as the "Additional Exposure Liability Insurance Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined in this Section 10), to the extent such Authorized Change Orders actually increase the Total Cost of the Work; provided, however, that the County's obligations shall be limited to the New Improvements Budget. As between SFS and the County, SFS shall be solely responsible for any and all cost of the Work exceeding the New Improvements Budget. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

**C. NEW IMPROVEMENTS – CONSTRUCTION.**

1. Promptly following the execution of the Construction Contract and the issuance of all required approvals and permits, SFS shall cause the Contractor to commence the Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section 10 shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

2. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

3. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Section 10, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County if required herein (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request to approve a Change Order within which to review and approve same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved provided, however, that in no event shall the County be obligated to pay any costs associated with Change Orders in the event such costs cause the Total Cost of the Work to exceed the New Improvements Budget without a separate

written consent from the County identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by the County's failure to object to a Change Order. County shall not unreasonably withhold its consent to any proposed Change Order except the County shall have the absolute right to deny any Change Order request that would cause the New Improvement Budget to be exceeded unless SFS agrees to be solely responsible for the overage. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

4. SFS and the County shall have the right to monitor the construction progress of the New Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. SFS understands that County shall procure a Program Manager to serve as its representative during the design and construction of the Project, as part of the New Improvements Budget cost (provided that the cost therefor shall be reasonable therefor in light of the services provided by the Program Manager). SFS agrees to cooperate with the County and its Program Manager, and use best efforts to create a spirit of harmony involving all companies providing services for the Project. The Program Manager shall have the opportunity to be included as a participant at all Project meetings, jobsite meetings and inspections, and shall have the opportunity to be included on all Project communications involving the Architect, Contractor and any authority having jurisdiction. All Project administration communications, necessary with the County, including disbursement requests and Change Order requests, shall be conducted through the Program Manager. Should Program Manager identify any work being performed in material deviation from the approved Final Plans, it shall immediately provide written notice to SFS and the County, with recommendations on remedying the non-compliance. If the non-compliance is not remedied within seven (7) days, County and SFS, through representatives possessing decision-making authority, shall meet promptly to discuss the issues and means of resolution.

5. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined in this Section 10) of the New Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans, the Construction Work per the Final Plans, or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and if necessary will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation within 30 days of such dispute arising, then the dispute shall promptly be resolved by litigation pursuant to Section 39 of this Agreement.

6. The New Improvement Schedule, which shall be Exhibit "H" hereto, shall show:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(b) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(c) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

7. The New Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision as to the New Improvement Schedule changes the Required Completion Date (if and as that term or its equivalent is defined in the Contract).

8. Promptly after execution of this Agreement, the County shall deposit the entire amount of the funds that comprise the New Improvements Budget in an interest bearing account, in the name of the County, designated (and referred to in this Section 11) as the "New Improvement Account," and all interest thereon shall be added to the New Improvements Budget. The County will issue bonds in an amount sufficient to generate \$55,000,000 of funding for the New Improvements Budget, as provided for in this Section 10. Notwithstanding any provision herein to the contrary, the County shall have no obligation to provide funds for the New Improvements Budget in excess of the \$55,000,000 provided with the proceeds of the County's New Improvement Bonds without the express written consent of the County identifying the additional funds provided.

9. County shall disburse funds from the New Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the New Improvements Budget for the Total Cost of the Work:

(a) Within twenty (20) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums with certification that payment is due in the requested amount, County shall pay to SFS the entire amount of such invoice;

(b) Within twenty (20) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of the Architect, the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(c) Within twenty (20) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below) with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of Contractor, the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" referred to in this Section 11 means: (i) an affidavit from the Contractor certifying that the invoice is true and correct; (ii) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (iii) a certificate from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (iv) in connection with the final disbursement to the Contractor (A) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (B) a final certificate of occupancy or a certificate of completion, as may be applicable;

(d) Within twenty (20) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 11(B)(9) of this Agreement previously approved and authorized by the County, County shall, following verification of entitlement and quantum due, pay to SFS the full amount of such invoices; and

(e) Upon Completion, to the extent that \$55,000,000.00 exceeds the Total Cost of the Work in connection with the New Improvements (with the amount of such excess hereafter referred to as the "Excess New Improvement Budget Funds"), the Excess New Improvement Budget Funds shall be added or devoted to the Additional Improvement Fund (as such term is defined in Section 5(A)).

(f) County shall have the right to review, verify, and audit if necessary, all requests for disbursements of any New Improvements Budget Funds, including invoices from the Architect and Contractor. SFS shall reasonably ensure that all requests for disbursements are sufficiently documented and accompanied by supporting invoices and time records, and in the case of Architect and Contractor, that they (i) maintain an "open book" project accounting practice, (ii) make all files and accounting records available for review and auditing upon reasonable request, and (iii) allow for backcharging for any erroneous billing, as these requirements relate to the New Improvements Budget.

#### 11. DIGNITARY SEATING.

Prior to December 1 of each year, the County and SFS will cooperate and develop a dignitary seating arrangement that is reasonably acceptable to all the parties.

12. **FLORIDA STATE LEAGUE TEAM; GULF COAST LEAGUE TEAM.**

The parties acknowledge that the Club currently owns the St. Lucie Mets Florida State League team. This Agreement shall apply to the use of the facilities by the St. Lucie Mets and related operations during the Florida State League regular season and any post-season playoffs. In the event the Club terminates its ownership of a Florida State League team during the term of this Agreement, and does not either transfer ownership thereof to SFS or acquire ownership of or enter into a player development contract with another minor league team that will be scheduled to play its home games in the Stadium during the following Florida State League season, SFS shall notify the County as soon as practicable in advance of the beginning of the following Florida State League team season. In that event, the County may permit another Florida State League team to play its home games at the Stadium without the consent of SFS, provided that such minor league team's operations do not conflict with SFS's exclusive use of the Sports Complex from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement or with SFS's use of the Sports Complex for GCL Mets operations (if any), as set forth in Section 15(A) below. The term "St. Lucie Mets" as used herein refers to the current or any future minor league baseball team owned or operated by or affiliated with SFS or the Club that plays its home games at the Sports Complex (excluding the GCL Mets, as defined below). The term "Florida State League" as used herein refers to the Florida State League, any successor league thereto, or any other minor league to which the St. Lucie Mets belongs.

The parties acknowledge that Club currently owns a Gulf Coast League team. All of the terms and conditions of this Agreement shall apply to the use of the facilities by that team during the Term, including without limitation for the Gulf Coast League regular season and any post-season playoffs. The term "GCL Mets" as used herein refers to any future minor league baseball team owned or operated by or affiliated with SFS or the Club that is a member of the Gulf Coast League and will play its home games at the Sports Complex, if SFS or the Club, as may be applicable, so decides in its sole discretion. The term "Gulf Coast League" as used herein refers to the Gulf Coast League or to any successor league thereto.

Other than as provided in the first paragraph of this Section 12 (and subject to SFS's right to assign this Agreement as set forth in Section 24), the County agrees that it will not permit any Florida State League baseball club other than the St. Lucie Mets, or any Gulf Coast League baseball club other than the GCL Mets, to use the Sports Complex during the Term of this Agreement.

13. **INDEMNITY AND INSURANCE.**

A. **SFS.**

To the extent allowed by law, SFS agrees to indemnify and hold County harmless from and all claims for personal injury, death, or property damage and any other losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of

the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except to the extent such losses may be caused by the negligence or willful misconduct of the County, its agents or employees or by any acts or omissions of the Program Manager, Architect, Contractor or any of their respective employees, agents or subcontractors. SFS further agrees to undertake at its own expense the defense of any action brought against the County (with counsel subject to County's approval in its reasonable discretion), claiming damages arising out of, in connection with, or by reason of SFS's use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of the County, its agents or employees, the County agrees to reimburse SFS for the actual expenses, including attorneys' fees, incurred by SFS in defending the County. County agrees to cooperate in any defense by the SFS. The provisions of this paragraph shall survive the termination of this Agreement.

SFS shall maintain or cause to be maintained Comprehensive General Liability Insurance, including Property Damage and Personal Injury coverages, insuring against liability for damages or losses arising solely from the acts or omissions of SFS under this Agreement. Such policy shall name St. Lucie County as an additional insured. Limits of liability coverage to be not less than:

Bodily Injury Liability	\$5,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

or

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence, combined single limit
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SFS shall maintain or cause to be maintained in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of SFS, including employer's liability insurance, with limits of not less than \$100,000 per accident.

SFS shall furnish County, not later than ten (10) business days after SFS's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above with an insurer reasonably acceptable to the County.

**B. County.**

To the extent allowed by law, the County agrees to indemnify and hold SFS and its members and affiliates harmless from any and all claims for personal injury, death, or property damage and any other losses, damages, charges, or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, including, without limitation, in connection with or related to



the New Improvements, the Additional Improvements, and any other construction conducted by the County (itself or through contractors), except to the extent such losses may be caused by the negligence or willful misconduct of SFS, its agents or employees or by any acts or omissions of the Architect, Contractor or any of their respective employees, agents or subcontractors. County further agrees to undertake at its own expense the defense of any action brought against SFS (with counsel subject to SFS's approval in its reasonable discretion) claiming damages arising out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of SFS, its agents or employees, SFS agrees to reimburse the County for the actual expenses, including reasonable attorneys' fees, incurred by the County in defending SFS. SFS agrees to cooperate in any defense by the County. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, the County agrees to procure and pay for and at all times during the term of this Agreement maintain fire and extended and "special form" coverage (including without limitation insurance from and against all losses, damages, claims and liabilities related to or arising from acts of terrorism) on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Sports Complex (including, without limitation, all New Improvements and Additional Improvements while being constructed and when completed) and also covering loss of income. The County is self-insured for general liability with statutory limits of \$200,000 per person/\$300,000 per incident pursuant to Section 768.28, Florida Statutes, and waives and has waived sovereign immunity to that extent. The insurance policies referenced above in this paragraph shall further name SFS and the Club as named insureds and shall provide a thirty (30) day notice of cancellation or non-renewal and a severability of interest endorsement.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

C. County warrants and represents that it is, and throughout the Term will remain, a member of and party to the Treasure Coast Risk Management Program ("TRICO," as set forth in the Revised TRICO Interlocal Agreement dated May 1, 1996) or such other pooled risk or self-insurance program acceptable to SFS in its reasonable discretion, and that SFS will be a beneficiary of all insurance and other protections available through the TRICO Risk Management Program (or such other accepted pooled risk or self-insurance program) including, without limitation, with respect to general liability, tort liability, loss or damage to property (e.g., the Sports Complex), and personal injury or death.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

D. County and SFS each do hereby and shall mutually release each other from liability and waive all rights of recovery against each other, for any loss or damage occasioned to County or SFS, as the case may be, from perils insured against, or required hereunder to be insured against, under their respective property insurance policies, whether due to negligence or any other cause. Any property insurance policy required herein covering loss, damage, or destruction by fire or other insured casualty, shall include a waiver of the insurer's rights of subrogation against the other party.

In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other party of the claim within ten (10) days after the party receives the claim.

14. **RESPONSIBILITIES OF PARTIES.**

The responsibilities of the parties shall be as follows:

A. **County.**

(1) County shall maintain proper HVAC systems and equipment in throughout the Sports Complex, and shall perform all maintenance thereof at County's sole cost and expense.

(2) County shall be responsible for providing and bearing the cost of an adequate number of qualified security personnel at the Sports Complex for Club major league spring training games and Florida State League games. The County shall be responsible for public order and safety in manner consistent with the County's practices under the Prior FUA, including the creation, establishment and implementation of security, safety and emergency plans and procedures and related contingency plans, all of which shall be in consultation with SFS and the Club. County shall be responsible for coordinating with all local, state and federal agencies to the extent appropriate, and for providing, at its expense, comprehensive training for all security personnel who work at the Sports Complex with respect to County's security, safety and emergency plans and procedures (which training shall occur at least once per year during the Term prior to the commencement of major league spring training, in consultation with SFS and the Club). County shall keep SFS and the Club fully informed with respect to its security, safety and emergency plans and procedures, and with respect to all training and coordination with local, state and federal agencies. County shall have the responsibility to eject persons from the Stadium or from the Sports Complex as necessary, including at the request of SFS; County shall consult with SFS before ejecting any persons from the Stadium during SFS Events except to the extent such consultation is impracticable in the event of an emergency.

(3) County shall be responsible for all utilities (excluding the Barwis facility and the Player Academy Spaces), including telephone (excluding long distance toll charges), heat, water and sewer, electricity, air conditioning, and appropriate night lighting.

(4) SFS and the County agree that the New Improvements shall, to the extent agreed upon by SFS and the County, maximize energy savings using “green” technology and equipment.

(5) In addition to the right to occupy the Sports Complex, SFS and its agents, employees, suppliers and other persons appropriate for SFS to enjoy the use of the Sports Complex premises as contemplated herein, shall have access, in common with others designated by the County, to such areas of the Sports Complex as necessary or appropriate to provide services or otherwise enjoy the use of the Sports Complex as contemplated herein, subject to customary and reasonable security precautions.

(6) If SFS contends that the County has failed to comply with a material obligation of the County pursuant to this Agreement with respect to the maintenance of the Sports Complex, and if as a result SFS contends that an Exigent Condition (as defined below) exists at the Sports Complex, then, in addition to any and all other remedies available to SFS, SFS shall be entitled to (a) take such measures as are strictly necessary to address the Exigent Condition, and (b) deduct the cost of such measures from the payments to be paid by SFS to the County pursuant to Section 6(A) of this Agreement, subject to the County’s right to object to and contest such deduction by seeking judicial intervention, which right is expressly reserved. SFS shall not be entitled to deduct such cost unless, prior to addressing the Exigent Condition, (i) SFS provides written notice to the County identifying the Exigent Condition, the measures which SFS intends to take to address it, and the cost thereof, and (ii) the County fails to remedy the Exigent Condition within a reasonable period of time following the delivery of such notice. “Exigent Condition” shall mean (x) any condition of any playing field that creates a potential substantial risk to participants in games and/or practices on the field, (y) any condition elsewhere within the Complex that creates a potential substantial health or safety risk to SFS’s invitees at the Sports Complex, or (z) any condition that, if not promptly remedied, would result in the loss of substantial revenues generated at the Sports Complex.

B. SFS.

(1) SFS shall not in any manner, directly or indirectly, violate any laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Sports Complex under the terms of this Agreement.

(2) SFS shall use and occupy the Sports Complex in a reasonably safe and careful manner and exercise reasonable care not to in any way mar, deface, or injure any part of the premises, ordinary wear and tear excepted. At the conclusion of this Agreement, SFS shall surrender the premises to the County in as good condition and repair as at the beginning of SFS’s occupancy, except as to ordinary wear and tear and except as to damage by fire, other casualty, or the elements.

(3) Except with respect to the Telecommunication Equipment described below in Section 14(B)(5) and any property of SFS and as otherwise contemplated by this Agreement, SFS shall not make any material permanent or structural changes, improvements or alterations to the Sports Complex except as provided for in this Agreement without the written consent of County which shall not be unreasonably withheld, conditioned or delayed.

(4) At its expense, SFS is responsible for providing a sufficient number of ticket sellers and ushers during SFS Events.

(5) SFS shall be responsible for the installation and maintenance of any radio and television facilities and telephone systems that it deems necessary for its operations ("Telecommunication Equipment"). Prior to the installation of any such equipment, SFS shall submit plans for such installation to the County for approval, which approval may not be unreasonably withheld. Upon termination of this Agreement, SFS agrees to remove the Telecommunication Equipment and restore the premises to their prior condition. SFS may pass these costs on to parties other than County. The County has paid for the necessary utility lines to the areas designated for radio and TV facilities in the site plan and has had the lines stubbed at the required points. If further improvements are needed, those improvements shall be included in the New Improvements.

15. **OTHER USE OF PREMISES.**

A. SFS shall have sole and exclusive use of the Sports Complex, including the Stadium, from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement (including any options). As long as SFS or its affiliates (including specifically the Club) own or operate or have a player development contract with a Florida State League team or other St. Lucie-based minor league team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Florida State League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. If SFS or its affiliates (including specifically the Club) continue to have or acquire ownership of or the right to operate or have a player development contract with a Gulf Coast League team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Gulf Coast League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. SFS shall have the exclusive use and control of those portions of the Sports Complex used for SFS Events, including without limitation the exclusive right to determine and implement the rules and policies that relate to the admission of patrons to those portions of the Sports Complex used for SFS Events.

B. Subject to the SFS's uses of the Sports Complex as set forth in Section 15(A) above, each year during the Term SFS shall provide the County with a preliminary schedule of its events on or about December 1, and thereafter a definitive schedule of SFS Events and County Events to be held at the Sports Complex (hereinafter, the "Event Schedule") shall be prepared as follows:

(i) First, all dates in the months of February through the beginning of the Florida State League (or other minor league to which a St. Lucie-based baseball team owned by or affiliated with Club belongs) season in April shall be reserved on the Event Schedule exclusively for New York Mets spring training and exhibition season activities;

(ii) Second, all dates for Florida State League home games, workouts and practices, all possible dates for Florida State League post-season or playoff games or other Florida State League events (including without limitation All-Star games and pre-season games), and all dates for New York Mets minor league spring training activities and instructional league play shall be added to the Event Schedule;

(iii) Third, all dates for GCL Mets home games, workouts and practices, and all possible dates for GCL post-season or playoff games or other Gulf Coast League events (including without limitation All-Star games and pre-season games);

(iv) Fourth, all dates for Mets Fantasy Camp games, workouts and practices;

(v) Fifth, after SFS informs County of the dates contemplated in subparagraphs (i), (ii), (iii) and (iv) above, SFS and County shall each be entitled to reserve the use of the Sports Complex on other dates during the year for other SFS Events and County Events, respectively, by providing a "New Event Notice" as described below, with the first to obtain approval of a New Event Notice according to the procedures set forth below in this Section 15 for each such other proposed Event obtaining the right to use the Sports Complex for such Event.

C. Whenever a party desires to add an Event to the Event Schedule pursuant to Section 15(B)(iii), it shall give written notice ("New Event Notice") to the other party of its request to do so as soon as reasonably possible, but in no event later than ten (10) days prior to the date of the proposed Event. Each New Event Notice shall include a description of the proposed Event, including the nature, starting time and estimated duration thereof; the expected attendance thereat; the identity and experience of the promoters and organizers of the proposed Event, and their principals; a description of the financial assurances (e.g., bonds, security deposit) to be provided by the Event promoters or organizers; a description of any special safety, security, cleaning, maintenance, restoration or other services that will be obtained in connection with the proposed Event; and the approximate preparation and clean-up periods for the proposed Event.

The party receiving a New Event Notice shall notify the other party as soon as reasonably possible but in no event more than five days after its receipt of such New Event Notice, whether the receiving party objects to the proposed Event. If no written notice of objection is given within such five-day period, the Event shall be deemed approved. If notice of objection is given within such five-day period, the parties shall cooperate to determine what, if any, modifications to the proposed Event, or further assurances or services in connection therewith or therefore, would cause the objecting party to consent to the proposed Event. When any proposed new Event is approved by the other party (including by a failure to object), the Event shall be added to the Event Schedule.

In the event of any unresolved dispute regarding whether an Event that is the subject of a New Event Notice and an objection should be put on the Event Schedule, SFS and County will submit the dispute to non-binding mediation, and if the parties are unable to resolve the dispute through non-binding mediation, then the dispute shall promptly be resolved pursuant to Section 39 of this Agreement on an expedited basis at the request of either party.

A proposed Event may not be added to the Event Schedule unless the scheduling thereof would be in compliance with each of the following criteria: (i) No more than one Event may be held at the Sports Complex per day without each party's consent, which either party may withhold in its sole and absolute discretion; (ii) Events shall be scheduled so as to allow reasonably sufficient preparation, clean-up and restoration periods between each Event, which shall be subject to the Maintenance Standard; (iii) No County Event may be scheduled to take place between January 16 and January 31 of each year during the term without SFS's consent, which consent may be withheld in its sole and absolute discretion; and (iv) the Event must be a specific planned Event (i.e., neither party may reserve a date on the Event Schedule on the basis that it intends to hold on such date a certain type of Event, as opposed to a specific Event).

In determining whether a party's objection to an Event proposed by the other party is reasonable, consideration shall be given to, among other things, whether the promoted or organizer of the Event: (i) is reasonably capable of producing the Event; (ii) will be providing reasonably adequate financial assurances (e.g., bonds, security deposit) to protect SFS's and County's respective rights hereunder; and (iii) will be providing reasonably adequate safety, security, cleaning, maintenance and restoration services for the Event.

D. Nothing in this Agreement shall prevent the County from using the portions of the property described in Exhibit "B" that are not used for baseball facilities or in connection with SFS's use of such facilities, provided that such uses do not interfere with SFS's use of the Sports Complex or otherwise conflict with SFS's rights under this Agreement (including, without limitation, SFS's exclusive right to operate concessions at the Sports Complex during the Term). The County agrees that during the term of this Agreement, the County shall use or authorize others to use the remaining property described above only for community events, sports and recreational purposes. The County shall be responsible to repair or replace any portion of the facilities which are altered, damaged or otherwise affected by any non-SFS use.

E. Notwithstanding any other provision of this Agreement (except Section 12, solely with respect to Florida State League play) the County agrees that it will not permit any other Major or Minor League baseball club to use the Sports Complex during the term of this Agreement or any extension thereof without SFS's approval in advance in writing in its absolute discretion.

F. Any of the property described in Exhibit "B" that is not being used by the County or SFS may be used by the parties as additional unpaved parking provided that such use does not interfere with SFS's permitted use of the Sports Complex.

G. In the event of a declared federal, state or local emergency, the County may use the Sports Complex as a staging area for disaster preparations, response or other related uses ("Staging Uses"), provided that (i) the County will reimburse SFS for all costs incurred and revenue lost by SFS as a result of the Staging Uses and (ii) the County will use best efforts to minimize interference with SFS's operations at the Sports Complex and will immediately restore any resulting damage to the Stadium caused as a result of the Staging Uses. The parties further agree to cooperate in obtaining any federal or state funds that may be available for this purpose.

**16. PUBLICITY AND PROMOTION.**

A. The County will promote the New York Mets and the Club's St. Lucie-based minor league team(s), as well as the sale of home game tickets for such teams. County shall submit all promotional material to SFS for approval, which approval shall not be unreasonably withheld.

**B. SFS Obligations.**

As additional consideration for the use of the Sports Complex SFS shall provide, or shall cause the Club to provide the County with the advertising services set forth in Exhibit "M" attached hereto during each year of the Term.

**17. ADDITIONAL COVENANTS OF SFS AND COUNTY.**

A. SFS shall use and occupy the premises solely for the purposes specified in this Agreement.

B. SFS shall pay all taxes or assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Sports Complex. SFS shall have no obligation to pay any real estate or property taxes under any circumstance.

C. To the extent that SFS desires to acquire and construct facilities at the Sports Complex which are eligible under applicable state and federal laws to be financed through the issuance by the County, solely as a conduit issuer, of either taxable or tax-exempt revenue bonds, which bonds shall not be or constitute a debt or obligation of the County, the County will cooperate with SFS to the end that the County may be a conduit issuer of such bonds and, to the extent applicable, will give SFS priority for private activity volume cap; provided, that all reasonable costs and expenses incurred by the County in connection with the consideration and consummation of such financing, which shall be disclosed in advance and in writing by the County and subject to the approval of SFS, will be borne solely by SFS.

**18. DEFAULT; TERMINATION.**

A. If the property covered herein shall be deserted or vacated for an entire spring training season, unless such absence is due to a labor dispute or other causes beyond SFS's control,

or proceedings are commenced against SFS in any Court under a bankruptcy act or for the appointment of a trustee or receiver of SFS's property either before or after the commencement of the Term, or if there shall be a default in the payment of any monies due hereunder for more than twenty (20) days after written notice of such default to SFS, or if there shall be default in the performance of any other material covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of SFS for more than twenty (20) days after written notice of such default by the County (or if such default is incapable of being cured within twenty (20) days, within such longer period of time as shall be reasonably required for such cure, unless SFS has taken no substantial steps to effect such cure within such period), then at the sole option of the County, this Agreement may be terminated by the County. In addition, the County may terminate this Agreement if (i) the New York Mets shall cease to be a franchise in a major league baseball league, (ii) during any spring training during the Term, Club schedules a majority of New York Mets spring training home games at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder, or (iii) during any Florida State League season, Club schedules a majority of the home games of the Club's Florida State League team at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder. In the event the County terminates this Agreement for the reasons set forth above in this paragraph, the County shall have the right to re-enter or repossess the property during the period of SFS's right to use thereof, either by summary proceedings, surrender or otherwise other than force, and dispossess and remove therefrom SFS, or other occupants thereof, without being liable for any prosecution therefore. Should the County reasonably incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court costs (at the lower court and appellate levels), and County prevails in such legal action, said expenses shall be reimbursed to the County by SFS.

B. SFS shall have the right, at any time and at its sole option, to terminate this Agreement and all of its obligations hereunder upon written notice to County (the "Termination Notice") provided by SFS on or before March 31 of any year during the Term, which notice shall terminate the Agreement effective as of December 31 of that calendar year. In the event of termination pursuant to this provision, as the County's sole remedy against any person relating to such termination of this Agreement County will accept (i) a series of payments for outstanding amounts remaining on Refunding Bonds as set forth in Section 37, and (ii) a series of semi-annual payments tied to the County's schedule of debt service payments in connection with the New Improvement Bonds, which New Debt Service Schedule shall be incorporated into this Agreement as Exhibit "I" hereto upon issuance of the New Improvement Bonds (which includes State Development Funds (as defined below) that will be used by the County to pay the debt service on the New Improvement Bonds). Such payments in connection with the New Improvement Bonds, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "I" hereto that follows the effective date of the termination of this Agreement. The amount of the Debt Service Payment due on each such post-termination "Period Ending" date shall be an amount equal to the "Total Debt Service Payment" in the last column of Exhibit "I" hereto corresponding to the "Period Ending" date in question, provided, that in the event it is determined by the County's bond counsel that the



acceptance of such payments by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds that are issued on a tax-exempt basis, SFS shall either (i) pay to the County the amount necessary to offset the change in tax status to the holders of the tax-exempt New Improvement Bonds, which may be retroactive to the date of issuance of the New Improvement Bonds, or (ii) provide funding to the County sufficient to prepay in full said tax-exempt New Improvement Bonds at the earliest permitted call date, plus all interest and principal due and owing through that date of redemption. Upon request, the County will inform SFS whether its bond counsel believes that acceptance of the payments set forth in this section by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds.

The parties agree that these respective amounts constitute reasonable and just compensation for such termination by SFS, and SFS hereby promises to pay to County, and the County hereby agrees to accept, the appropriate payment amount described above as liquidated damages, and not as a penalty, and as its sole and exclusive remedy related to the termination of this Agreement by SFS, and County waives all other rights and remedies in connection therewith.

If the property covered herein shall be deserted or vacated by the County either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of any monies due hereunder by the County for more than twenty (20) days after written notice of such default to the County, or if there shall be a material default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of the County for more than twenty (20) days after written notice of such default by SFS, then at the sole option of SFS, this Agreement may be terminated by SFS. Should SFS incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court cost (at the lower and appellate levels), and SFS prevails in such legal action said expenses shall be borne by the County.

In the event SFS terminates this Agreement, SFS shall immediately vacate the Sports Complex, but reserves the right to seek damages and any or all other remedies caused by any default or breach of this Agreement by County.

19. **DAMAGE OR DESTRUCTION.**

In the event of the damage or destruction of the property described in Exhibit "B" or any of the structures (including the Stadium) or improvements located thereon by fire or other casualty, there shall be an obligation on the part of the County to use the insurance proceeds for the purpose of rebuilding such facilities. The County shall be responsible for providing the funds necessary to rebuild the facilities in the event the proceeds from the insurance referenced in Section 13(B) above are not sufficient to cover the cost of such rebuilding.

County shall complete the reconstruction and repair of the Sports Complex following any such damage or destruction, as soon as reasonably possible, and in any event within two hundred seventy (270) days following the occasion of such damage or destruction. Within thirty (30) days following the occasion of such damage or destruction, County shall provide SFS with County's

architect's and/or engineer's reasonable estimate of the time required for the reconstruction and/or repair of same. In the event that the estimate shall reflect that more than two hundred seventy days shall be required for the repair and/or reconstruction, SFS shall have the right to terminate this Agreement by written notice to County, within thirty (30) days thereafter. Further, if in fact the reconstruction and repair shall not be completed within two hundred seventy (270) days (or such longer time to which SFS may agree), SFS shall have the right to terminate this Agreement by written notice to County within thirty (30) days following the end of such two hundred seventy day (or longer, as the case may be) period.

During the repair and/or reconstruction of the damage or destruction to the Sports Complex, until same shall be completed, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such damage or destruction shall interfere with the use by SFS of the Sports Complex as contemplated hereunder.

20. **EMINENT DOMAIN.**

In the event that any portion of the premises should be taken by the exercise of the right of eminent domain so as to materially affect SFS's operations, SFS may terminate this Agreement as of the date of taking. In the event that SFS does not terminate this Agreement as a result of any taking, following any such taking SFS's obligations and liabilities hereunder shall be proportionately adjusted, on an equitable basis, to the extent that such taking shall damage or otherwise materially adversely affect the use by SFS of the Sports Complex as contemplated herein. All proceeds for such taking shall be paid to the County or SFS as their interests may appear, provided that the foregoing shall not preclude SFS from pursuing a separate award for damages to SFS's furnishings, fixtures and equipment, moving expenses and any other losses relating to SFS's business permitted by law to be recovered, including, without limitation, the loss of SFS's leasehold.

21. **FAMILIARITY WITH BONDS.**

Anything else in this Agreement to the contrary notwithstanding, SFS acknowledges that County is or will be bound to the holders of certain [Bonds] which relate to the Sports Complex. SFS agrees to cooperate reasonably with the County to maintain the tax-exempt status of the bonds, provided, however, that such cooperation shall not entail material modification of the terms and conditions of this Agreement nor cause SFS or any affiliate to incur any cost or expense in connection therewith.

22. **NON-DISCRIMINATION.**

SFS, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in the use of the facilities excluding uniformed baseball personnel. The terms of this Section shall be binding upon SFS's successors in interest and assigns.

23. **CONFLICT OF INTEREST.**

The County hereby represents and warrants that neither it nor any of its directors, officers, members, partners, officials, representatives, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of rendering of the services herein provided. The County further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County of St. Lucie nor any person whose salary is payable, in whole or part, from the County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

24. **ASSIGNMENT; SUBLEASES AND LICENSES.**

SFS may assign any or all of its rights and obligations pursuant to this Agreement to any entity that owns and operates the New York Mets franchise, and may assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate (or, if applicable, the Gulf Coast League affiliate) of the New York Mets. Should Club sell its major league baseball franchise during the term of this Agreement, SFS shall make a good faith effort to assign its rights and delegate its duties under this Agreement to the entity that acquires such franchise. Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club. Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter. Except as expressly set forth above in this Section, no party may assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, SFS shall have the right to enter into subleases and/or licenses with third parties with respect to any of its rights and obligations hereunder with the consent of the County, which consent shall not be unreasonably withheld, except SFS may not, without County's prior consent, sublease or license the use of any portion of the Sports Complex to any Major League Baseball team other than the Club or to any other entity if such sublease or license would cause cost or expense to the County beyond those that County would otherwise incur from SFS's Permitted Uses under this Agreement, provided that the County shall not withhold such consent if SFS and/or the proposed sublessee agrees to pay any such additional costs and expenses.

25. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other written or oral negotiations, understandings and representations (if any) made by and between such parties.

26. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in a writing signed by the parties hereto and making specific reference to this Agreement. In addition, this Agreement may not be amended without MLB Approval (as that term is defined in Section 40 of this Agreement).

27. **FURTHER ASSURANCES.**

The parties hereby agree from time to time to reasonably execute and deliver such further and other transfers, assignment and documents and reasonably do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

28. **BINDING EFFECT.**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

29. **NOTICES.**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication but excluding e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (with acknowledgment of receipt), telecommunicated (including by fax), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

**AS TO COUNTY:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-2130  
Facsimile: (772) 462-1648

**With a copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-1420  
Facsimile: (772) 462-1440

**AS TO SFS:**

Sterling Facility Services, L.L.C.  
Attn: Paul Taglieri, Vice President  
527 NW Peacock Boulevard  
Port St. Lucie, FL 34986  
Telephone: (772) 871-2121  
Facsimile: (772) 878-9802

**With a copy to:**

Sterling Facility Services, L.L.C.  
Attn: David Cohen, Vice President  
Citi Field, 120-01 Roosevelt Avenue  
Flushing, New York 11368  
Telephone: (718) 565-4397  
Facsimile: (718) 335-8066

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by facsimile device, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **HEADINGS.**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

31. **PRONOUNS.**

In this Agreement, the use of any gender shall be deemed to include both genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

32. **SURVIVAL.**

No covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the termination of this Agreement except as expressly stated herein. In addition to the survival of specific Sections of this Agreement as expressly stated in such Sections, the terms of Sections 9(C), 13, 29 and 36 of this Agreement shall survive the termination of this Agreement.

33. **WAIVERS.**

The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any known right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **FORCE MAJEURE.**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control ("Force Majeure Events") including, without limitation, strikes, lockouts, or other industrial disturbances (but excluding Major League Baseball strikes and lockouts); fires; unusual climatic conditions such as hurricanes, floods, tornados and the like; acts of God; or acts of a public enemy, war, police action, terrorism and the like. The party unable to perform as a result of a Force Majeure Event shall promptly notify the other of the beginning and ending of each such period. During the period of any Force Majeure Event, until same shall be concluded, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such Force Majeure Event shall interfere with the use by SFS of the Sports Complex as contemplated hereunder. If any period of a Force Majeure Event prevents SFS from using the Sports Complex in the manner contemplated herein for all or a substantial part of any Major League Baseball Spring Training season or Florida State League season (or, if applicable, a Gulf Coast League season) and SFS does not receive satisfactory assurances from the County that a Force Majeure Event will not prevent SFS's use of the Sports Complex as contemplated in this Agreement for a substantial part of the following Major League Baseball Spring Training season, SFS shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

35. **GOVERNING LAW.**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, applicable to agreements wholly negotiated, executed and to be performed in that state, without regard to principles of conflicts or choice of laws.

36. **SECTION 288.11631, FLORIDA STATUTES.**

A. Section 288.11631, Florida Statutes is intended to provide a process for the retention of spring training baseball franchises within the State of Florida (the "State") that are funded with State incentive funding. SFS and the County acknowledge that the amount of State incentive funding provided by the State for the Sports Complex is based on the continual use of the Sports Complex by a spring training baseball franchise for the entire length of the Term.

B. The County will submit an application to the Florida Department of Economic Opportunity for Twenty million dollars (\$20,000,000.00) in funding assistance for the New Improvements that are described in the Facilities Use Agreement. In connection with this application and as a condition of any award of funding under Section 288.11631, Florida Statutes, SFS must agree to reimburse the State of Florida for the funds expended by the County for the New improvements that the County received from the State of Florida if the Club relocates before the term of the Facilities Use Agreement expires.

C. SFS covenants and agrees with the County that if the County terminates this Agreement pursuant to its rights under Section 18(A), or if SFS terminates this Agreement pursuant to its rights under Section 18(B) for any reason other than a breach of this Agreement by the County, then SFS shall reimburse the State for the total amount of distributions actually paid from the date of such termination through the final maturity of the New Improvement Bonds (the "State Development Funds"). Repayment to the State shall not discharge SFS from any other obligations set forth in this Facilities Use Agreement.

D. The Parties agree that if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County, SFS will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination, and SFS will not have any obligation to repay either the County or the State for any State Development Funds in connection with such SFS termination. The County shall hold SFS harmless from any assertion or claim by the State that the State Development Funds shall be repayable to the State by SFS if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County.

E. The State of Florida is a third party beneficiary of this Facilities Use Agreement as to the obligations imposed by Section 36. The State shall have: 1) Standing to seek and complete performance of the obligations in this Section in law or equity and 2) Standing to initiate and/or defend an action at law or equity relating to obligations.

37. **2011 BONDS.**

The County will refund the existing 2011 Improvement Bonds (as defined in Section 5(K) of the Prior FUA) on or around November 1, 2016 (the "Refunding Bonds"). The new Refunding Bonds shall have the same remaining term as the 2011 Improvement Bonds. In addition to the Base Rent payments and Additional Rent payments made by SFS pursuant to Section 6(A), SFS will make additional payments to the County, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit "J" on the dates indicated in the first (Period Ending) column of Exhibit "J" that follow commencement of the Term of this Agreement, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the Refunding Bonds.

38. **AGREEMENT RUNS WITH LAND.**

This Agreement is intended to run with the land and shall be binding upon all of the County's successors and assigns. SFS and County shall enter into a short form Memorandum of this Agreement which shall be recorded in the Public Records of St. Lucie County, Florida. This Agreement is not revocable by County and is not terminable by County except as expressly set forth herein.

39. **DISPUTE RESOLUTION.**

All disputes arising from or related to this Agreement whether the action is brought in contract, tort, statutory claim or any other theory of liability, shall be subject to litigation as the final mode of dispute resolution. Exclusive venue for litigation of any disputes rests exclusively in the Circuit Court for St. Lucie County, Florida. As an express condition precedent to litigation all litigation shall be subject to non-binding mediation to be conducted within ninety (90) days of the dispute arising. The parties shall mutually select a qualified mediator, and failing accord, a mediator shall be appointed by the American Arbitration Association and mediation shall be conducted in accordance with its rules, costs and fees to be split equally by the parties.

40. **SUBSERVIENCE.**

A. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by SFS hereunder shall in all respects be subordinate to the MLB Rules and Regulations and the Minor League Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations or the Minor League Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which County is granted rights is limited to, and nothing herein shall be construed as conferring on County rights in areas outside of, the Spring Training territory of the New York Mets as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

B. The following defined terms apply to this Section 40:

“Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

“Major League Baseball Club” or “Major League Club” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

“Major League Constitution” means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.



“MLB Approval” means, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Entity” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, on behalf of the National Association (the “Professional Baseball Agreement”), (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

“MLB Rules and Regulations” means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

“BOC” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

“Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“Minor League Rules and Regulations” means (a) the National Association Agreement and the Constitution and Bylaws of each Minor League as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into, and (b) the present and future mandates,

rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, each Minor League or the National Association as in effect from time to time.

“National Association” shall have the meaning ascribed to it in the Professional Baseball Agreement.

“National Association Agreement” means the Constitution and By-Laws of the National Association.

“Minor League” shall mean each Minor League (as that term is defined in the Major League Rules) of which a Minor League Club (as that term is defined in the Major League Rules) that plays its home games at the Sports Complex is a member or to which such a Minor League Club otherwise belongs.

“Person” means any individual, corporation, partnership, association, limited liability company, joint venture, trust, estate, joint stock company or other similar organization, government or political subdivision thereof, or any other person or entity, including, without limitation, the Major League Baseball Clubs, the Commissioner, the BOC, and each other MLB Entity.

#### **41. PUBLIC RECORDS RETENTION**

SFS shall comply with the requirements of Section 119.0701 of the Florida Statutes with respect to all services provided to County under this Agreement, including but not limited to the following:

1. Keep and maintain public records required by the County to perform the services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if SFS does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If SFS transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. SFS keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.

IF SFS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on dates so indicated, as follows.

ATTEST:

Man  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]  
CHAIRMAN

Date signed: November 15, 2016

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: [Signature]  
COUNTY ATTORNEY

WITNESSES:

Carol A Bishop  
[Signature]

STERLING FACILITY SERVICES, L.L.C.,  
a New York limited liability company

BY: [Signature]

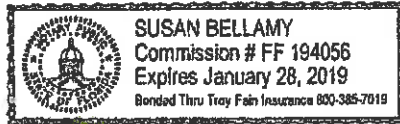
Name: Paul Taglieri

Title: Vice President

Date signed: November 15, 2016

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of November  
2016, by Kim Johnson as Chairman of SLC BOCC.



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of Nov.,  
2016, by Paul Taglieri, as Vice President of STERLING FACILITY  
SERVICES, L.L.C., a New York limited liability company.



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

**ST. LUCIE SPORTS COMPLEX  
FACILITIES USE AGREEMENT**

**TABLE OF EXHIBITS**

<u>Exhibit A</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit B</u>	<u>Site Plan (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit C</u>	<u>County Contributions to Additional Improvements Fund</u>
<u>Exhibit D</u>	<u>Description of the New Improvements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit E</u>	<u>Architect's Contract Requirements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit F</u>	<u>Final Plans and Specifications (Will be completed at a later date subject to the terms of the FUA)</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit H</u>	<u>New Improvement Schedule (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit I</u>	<u>New Debt Service Schedule (Will be added upon issuance of the New Improvement Bonds)</u>
<u>Exhibit J</u>	<u>2011 Debt Service Schedule</u>
<u>Exhibit K</u>	<u>Club and County office facilities (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit L</u>	<u>Maintenance Specifications</u>
<u>Exhibit M</u>	<u>County Advertisements</u>
<u>Exhibit N</u>	<u>Business Parking Area (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit O</u>	<u>Process For Awarding Subcontracts (Pending final approval of SFS and the County Administrator/ County Attorney)</u>

TABLE OF EXHIBITS ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## EXHIBIT E

### ARCHITECT'S ADDITIONAL CONTRACT REQUIREMENTS

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the New Improvements and notify County and SFS in writing of observed deficiencies in the Work being performed and deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

The Architect will perform, and ensure its subconsultants perform, all services in accordance with the professional standard of care governing architects working on projects of the same scale and complexity, in the same geographic market, as the New Improvements.

The Architect will monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$5 million per occurrence/\$5 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to,

exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

- iii. Products and Completed Operations in the minimum amount of \$5,000,000.00.

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5million annual aggregate.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.

- ii. The minimum amount of coverage shall be:

Part One: "Statutory"  
Part Two: \$500,000,000 Each Accident  
\$500,000 Disease - Each Employee  
\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 days

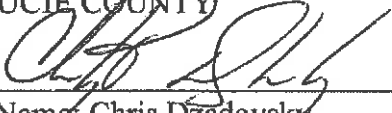
SFS shall negotiate a contract with the selected Architect with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form that generally accords with



AIA Document B101 Contract and A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

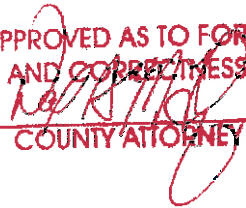
EXHIBIT "E" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadoovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

## EXHIBIT G

### CONTRACTOR'S ADDITIONAL CONTRACT REQUIREMENTS

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and specifications, and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed by and under the supervision and control of a Florida licensed general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events, with a reasonable liquidated damages clause for inexcusable delays; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

All warranties for the Work, including manufacturer and sub-trade warranties, shall jointly be issued to and for the benefit of, SFS and County. SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$10 million per occurrence/\$10 million annual aggregate.

ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to, exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

iii. Products and Completed Operations in the minimum amount of \$10,000,000.00.

iv. Required limits of coverage may be satisfied in conjunction with an excess policy

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5 million annual aggregate.
- ii. The PL requirement is mandatory for contracts where the delivery method is Construction Management at Risk, or where the Contract requires Preconstruction Services to be performed by Contractor; the PL requirement is discretionary if any other delivery method is employed.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:


Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 Days

SFS shall negotiate a contract with the selected Contractor with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form with the AIA Document applicable to the chosen delivery method and basis of compensation, including the A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

EXHIBIT "G" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_


APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

Exhibit "O"  
Procurement of Subcontracts

Following execution of this Facilities Use Agreement, County and FUA will cooperatively develop, seeking input from the Architect and Contractor selected per the terms hereof, a competitive and open procurement process for the procurement of all trade contractor work and supplies, which meets the following minimum requirements:

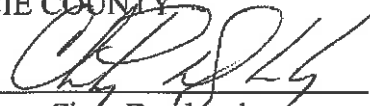
- SFS shall schedule and coordinate an advertised, public outreach meeting to brief the local and minority small business community on the project and opportunities. This outreach can be prior to or coordinated with the public advertisement and pre-submittal conference for the Contractor, and once selected the Contractor shall be required to schedule and coordinate a follow-up public outreach meeting. SFS and Contractor shall use good faith commercially reasonable efforts to foster local and minority business participation and specialty trade apprenticeship opportunities in accordance with the County's Apprenticeship Program (see attached) on the 2016 Improvements.
- Contractor shall establish a prequalification list or plan list of interested parties, so that these subcontractors and suppliers get early notice of all trade packages available for bid or proposal. Prequalification criteria and forms shall be subject to review and approval by SFS and County.
- Advertise for competitive bids or proposals on all trade packages exceeding \$500,000. Packaging of trade work shall be in a manner that fosters participation of local and small business and specialty trade apprenticeship opportunities. SFS and Contractor shall not unreasonably break up related trade package work in order to avoid the competitive procurement threshold.
- Lowest, qualified bidder is the presumptive basis for award unless a best-value approach is justified and approved by County. SFS will tabulate and level all bids for County consideration.
- SFS and Contractor will use good faith commercially reasonable efforts to obtain a minimum of 3 bids or cost proposals on all packages under the \$500,000 competitive procurement threshold. SFS and Contractor capped at direct or limited competition procurements at 5% of GMP.
- All subcontract awards exceeding \$300,000 shall comply with the County's Apprenticeship Program.
- All subcontract awards and contract terms shall be subject to review and approval by SFS, and any above the \$500,000 threshold, shall be subject to review and approval by County.

- SFS and Contractor shall involve and include County's Program Manager in all decisions and meetings regarding the packaging and procurement of all work, including according the Program Manager a reasonable opportunity to review and comment on all packages prepared for bid and all bid tabulation or bid leveling charts, before final award decisions are made.



EXHIBIT "O" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

Apprenticeship Program Requirements:

Contractors shall be required to comply with the County's Apprenticeship Program, as follows:

- A. On County-funded construction projects which exceed \$300,000, twenty percent (20%) of laborers working in a specialty for which there are apprentice programs registered with the County shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship Programs which are located in St. Lucie, Martin, Indian River or Okeechobee Counties and which are registered with the County.
- B. A County-registered apprenticeship program is one which has registered with the County and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in St. Lucie, Martin, Indian River or Okeechobee Counties.
- C. Unless the apprenticeship requirement is waived by the County, the failure of the Contractor to demonstrate compliance with this requirement shall result in the Contractor's bid being deemed nonresponsive.
- D. The apprentice requirement may be waived or modified with the recommendation of the County Administrator, and appeal to the Board of County Commissioners:
  1. Upon request of the contractor, if the contractor can demonstrate that the required apprentices are not available despite a good faith effort on the contractor's part; or
  2. Upon request of the contractor, if the contractor demonstrates that the available apprentices are not sufficient to meet the required 20% and the contractor commits to utilizing a specific percentage of apprentices who are available; or
  3. If the County determines it is in the best interest of the County to waive such requirement based on potential savings of money and time or grant requirements.
- E. The agreed upon percentage and type of apprentices will be included as a requirement of the construction contract. Failure to meet the terms of the apprenticeship requirements may result in the contractor being found in breach of the contract and subject to possible monetary sanctions.

**ST. LUCIE COUNTY SPORTS COMPLEX  
AMENDED AND RESTATED FACILITIES USE AGREEMENT**

**THIS AMENDED AND RESTATED AGREEMENT** (the “Agreement”), made and entered into in triplicate as of January 24, 2017 (the “Effective Date”), by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (“County”), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company (“SFS”).

**WITNESSETH:**

**WHEREAS**, County owns the real property legally described on Exhibit “A” hereto (the “Land”), and all of the fields and improvements located thereon, including, without limitation, the lighted major league baseball stadium presently known as “Tradition Field” (the “Stadium”), and certain major and minor league training facilities, locker rooms, practice facilities, and related improvements (with the Land, Stadium and all fields and improvements hereinafter collectively referred to as the “Sports Complex”), as the Sports Complex is depicted on the site plan (“Site Plan”) set forth in Exhibit “B” hereto.

**WHEREAS**, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for the Term (as defined below) in accordance with the provisions hereinafter contained;

**WHEREAS**, throughout the Term, SFS shall cause the Sterling Mets, L.P. (“Club”), which owns and operates the franchises for the New York Mets major league baseball team and the St. Lucie Mets minor league baseball team to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League;

**WHEREAS**, County and SFS entered into that certain Facilities Use Agreement dated as of November 15, 2016, (as amended, the “Original FUA”);

**WHEREAS**, County and SFS desire to amend and restate the Original FUA by entering into this Agreement; and

**WHEREAS**, this Agreement shall amend, restate and supersede in its entirety the Original FUA, subject to the terms and provisions contained herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. **SITE; ADDITIONAL CAPITAL IMPROVEMENTS.**

The County warrants and represents that it owns the Land, Stadium, and the remainder of the Sports Complex including, without limitation, the fields and improvements thereon.

The parties further acknowledge and agree that, subject to the terms set forth herein and in the exhibits hereto, County shall permit SFS to construct additional capital improvements to the Sports Complex property during the Term, in accordance with the schedule, scope, specifications, designs and plans which shall be determined in accordance with the terms of Section 10. Upon the Completion (as such term is hereinafter defined) of the New Improvements (as defined below) the term "Sports Complex," as used herein, shall be deemed to include the New Improvements.

2. **SFS USE OF FACILITIES; TERM; TERMINATION OF PRIOR FUA.**

A. **Term:** SFS agrees to use the Sports Complex for a period commencing on the Effective Date and ending on December 31, 2042 (or such earlier date upon which this Agreement is terminated as provided herein) (the "Term"), subject to the terms and conditions hereof, for the following purposes (the "Permitted Uses"):

(i) SFS may use and permit the Club to use, and the County shall permit SFS and the Club to use, the Sports Complex during the Term of this Agreement for the following, subject to the priorities of use as set forth in Section 15 of this Agreement:

- Fantasy and Youth Baseball Camps
- New York Mets Spring Training (February - April)
- New York Mets Exhibition Season (March - April)
- Florida State League or any successor league (April - September)
  - Gulf Coast League or any successor league (June - August)(if applicable)
- Minor League Spring Training (April - June)
- Instructional League Play (September - November)
- Training and/or rehabilitation for baseball players, or (in the retail space currently subleased to Barwis Methods Training Center of Port St. Lucie, LLC) any athletes

To the extent that any use of the Sports Complex for the purposes set forth above in this Section 2(i) (not including fantasy and youth camps) involves professional baseball teams and players who are not affiliated with the Club (or with a major league baseball club affiliated with an assignee of SFS), then SFS (or, if applicable, SFS's assignee) will reimburse the County for its incremental costs arising directly from such use. County consents to SFS continuing to sublease retail space at the Sports Complex to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that

occurring at the present time. SFS agrees that separate utility meters for the Barwis Center shall be installed as part of the New Improvements.

(ii) SFS, the Club and County shall each have exclusive use of certain office facilities at the Sports Complex as identified in Exhibit "K," on a year-round basis.

(iii) The staging, by or with the permission of SFS, of other baseball and non-baseball oriented events at the Sports Complex, including, without limitation, concerts, shows, conventions and political, religious and community events, subject to the scheduling provisions of Section 15 of this Agreement, except that SFS shall be permitted to conduct promotional events and other activities on the dates of baseball games played at the Sports Complex in SFS's sole discretion.

(iv) The radio, television, internet and other broadcast or transmission of SFS Events.

(v) All uses set forth below in Sections 6, 7, 8, 12 and 15 of this Agreement.

(vi) Any such other uses as shall be reasonably consistent with the foregoing.

All New York Mets and St. Lucie Mets (and, if any, GCL Mets (as defined below in Section 12)) activities at the Sports Complex during the Term of this Agreement, as well as all baseball games and other events staged at the Sports Complex by or under the sponsorship, control or authorization of SFS, are referred herein as "SFS Events." All events conducted or authorized by the County at the Sports Complex during the term of this Agreement (excluding all SFS Events) are referred to herein as "County Events."

B. As of the Commencement Date, the St. Lucie Sports Complex Facilities Use Agreement entered into as of August 1, 2003, as amended (the "Prior FUA"), shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and condition of this Agreement. County hereby acknowledges that no payment is due from SFS pursuant to Section 19 of the Prior FUA.

### 3. MAINTENANCE.

A. County will, at its expense, at all times keep and maintain the Sports Complex (excluding the Player Academy Spaces (as defined below) and the Barwis Training Center) in good and clean order and repair suitable for a first-class major and minor league training, exhibition and playing complex, including without limitation maintaining the playing fields in a first-class condition appropriate for a Major League Baseball team, and in any event of a quality not less than the highest level of practiced professional baseball standards (the "Maintenance Standard") and in accordance with the specifications set forth in Exhibit "L" hereto. "Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Sports Complex in first-class good order and repair, and (b) keep the Sports Complex free of

debris. Maintenance shall include, without limitation, (i) performing all preventative or routine maintenance that is stipulated in operating manuals for equipment as regular, periodic maintenance procedures; (ii) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing air filters; (iii) groundskeeping and maintenance of the athletic fields, including without limitation, seeding, mowing, watering and raking of the grassy areas and full maintenance of the balance of the playing fields, preparation of the fields at the start of each season and for practice sessions and games, maintenance, repair and replacement and painting of grandstands, fences, batter's background walls and other related items; (iv) changing of standard, isolated light bulbs, fuses and circuit breakers as they burn out; (v) cleaning all portions of the Sports Complex immediately after each SFS Event and County Event; (vi) all repairs other than Capital Repair Work (as defined in Section 4), (vii) repair and rehabilitation of parking areas; and (viii) touch-up painting. County shall employ a sufficient number personnel to maintain the Sports Complex (excluding the Player Academy Spaces and the Barwis Center) properly for use and play until the end of SFS's seasonal use of the facilities as delineated in Section 2. The County and SFS shall consult annually as to a reasonable program of management, operation, and maintenance of the facilities to be carried out during the coming year, and County shall be responsible for implementation of such a reasonable program at its expense.

B. SFS Maintenance Responsibility. At all times during the Term, SFS shall be responsible for performing all Maintenance of the Player Academy Spaces at the Sports Complex and (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC and paying all costs and expenses related thereto including payment of the cost of utilities, except to the extent such Maintenance is required due to the actions of the County or its contractors. SFS shall be solely responsible for any maintenance, restoration or repair related to damage occurring to the Sports Complex as a result of the negligent acts or willful misconduct of SFS or Club, its officers, agents and employees. SFS also shall be solely responsible for repair of any damage to the playing fields, structures, or other facilities that occur during non-baseball SFS Events.

C. In connection with the performance of the Maintenance, SFS shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, that the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

D. The County shall have no obligation to perform or pay for any Maintenance with respect to the Player Academy Spaces or (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC, except to the extent such Maintenance is required due to the negligence or willful misconduct of the County, its agents or employees.

4. CAPITAL REPAIRS.

A. All Capital Repair Work required during the Term shall be performed by the County and all costs and expenses related to the Capital Repair Work shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Additional Improvements Fund. "Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Sports Complex that are reasonably necessary to keep the facilities and amenities of the Sports Complex in good repair and sound condition; and (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation, HVAC and MEP systems and structural integrity of the Sports Complex, and preserve its usefulness for the purposes for which it is being used hereunder.

B. The County shall establish an account in the name of the County, designated as the "Capital Repairs Fund" for mutually agreed upon Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund each year and SFS shall pay the County \$75,000 on March 1 during each year of the Term, which amount the County shall deposit the Capital Repairs Fund. The provisions of this Section 4.B shall not be construed in any way to limit the County's obligation to perform all Capital Repair Work.

5. ADDITIONAL IMPROVEMENTS.

A. The County shall establish an interest bearing account, in the name of the County, designated as the "Additional Improvements Fund," for mutually agreed upon Additional Improvements (as defined below) to benefit the Sports Complex during the Term, and all interest thereon shall be added to the Additional Improvements Fund. The County shall contribute funds to the Additional Improvement Fund in accordance with the schedule of contributions set forth in the attached Exhibit "C" (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule).

B. During the Term County shall fund, to the extent funds are available in the Additional Improvements Fund, certain additional improvements to the Sports Complex proposed by SFS and approved by the County, such approval not to be unreasonably withheld (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Term. SFS shall have the right to request that the County provide monies from the Additional Improvements Fund and the County will promptly honor such requests and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement.

6. CONSIDERATION – PAYMENT.

A. For purposes of this Section 6.A "Year 1" means the 2017 calendar year, "Year 2" means the 2018 calendar year and so on through "Year 25" which is the 2042 calendar year. For each year of the Term starting in 2017, SFS will make a base rent payment to the County (the

“Base Rent”) in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise’s games played at the Stadium (collectively, “Games”), provided that the Base Rent payment shall not exceed \$2,000,000 during each of Year 1 through Year 10, \$2,100,000 during each of Year 11 through Year 20, and \$2,250,000 during each of Year 21 through Year 25. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the “Base Rent Cap.” In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to the County pursuant to Section 37 below and each year thereafter during the Term, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the “Additional Rent”) in an amount equal to the County percentage multiplied by the corresponding incremental amount of Stadium Revenue in excess of \$5,500,000 as set forth in the chart below (subject to reduction to the extent necessary to recoup Shortfall Payments as addressed below in this Section).

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

For example, if Stadium Revenue in a year in which Additional Rent is due (a) is \$5,500,000 or less, SFS shall not make any Additional Rent payment; (b) is \$6,000,000, SFS will make an Additional Rent payment equal to \$50,000 (i.e., 10% of the \$500,000 between \$5,500,001 and \$6,000,000); (c) is \$7,000,000, SFS will make an Additional Rent payment equal to \$225,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000 plus 25% of the \$500,000 between \$6,500,001 and \$7,000,000); or (d) is \$8,000,000, SFS will make an Additional Rent payment equal to \$600,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000, plus 25% of the \$1,000,000 between \$6,500,001 and \$7,500,000, plus 50% of the \$500,000 between \$7,500,001 and \$8,000,000)

For any year of the Term starting in 2017 in which Base Rent is less than \$2,000,000 SFS shall make a payment to the County (the “Shortfall Payment”) from (but not more than) SFS’s 50% share of Stadium Revenues, such payment being equal to the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of Year 11 through Year 25 shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in Year 10 in the amount of \$125,000, then the Base Rent Cap in Year 11 will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in Year 11 would have been \$2,100,000 had the Base Rent



Cap not been reduced, then (x) in Year 11 SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from Year 10, and (z) \$25,000 of SFS's Shortfall Payment from Year 10 will remain to be recouped from Additional Rent or future Base Rent Cap reductions. To the extent that Shortfall Payments made by SFS are not fully recouped by the date this Agreement terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of this Agreement until all Shortfall Payments are repaid to SFS.

**Definitions:**

**“Stadium Revenue”** means (i) SFS's adjusted gross ticket receipts from Games, plus (ii) SFS's gross sales receipts from food and beverage concession sales at Games, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at Games, plus (iv) the net profits (defined below) from parking at Games.

**“Adjusted gross ticket receipts”** means all revenues actually received by SFS from ticket sales for Games, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

**“Gross sales receipts”** means revenues received from food and beverage concession sales or souvenir and novelty sales at Games, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law. In the event SFS elects to contract with an unaffiliated private firm to operate all food and beverage concessions and/or souvenir and novelty sales, then, in lieu of including all revenues received from food and beverage concession sales and souvenir and novelty sales at Games in gross sales receipts, SFS shall include in gross sales receipts only such portion of food and beverage concession revenues and souvenir and novelty revenues received by SFS from the contractor. Moreover, SFS's selection of an unaffiliated private firm to operate all food and beverage concessions or souvenir and novelty sales at the Sports Complex shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

**“Net profits”** will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for Games by reasonable labor costs incurred in operating the parking facilities on Games days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

B. **Advertising.** Subject to the terms of Section 7(C) hereof with respect to Naming Rights, County grants to SFS the exclusive right to display or permit others to display advertising material at all locations in the Sports Complex at all times during the Term (including, without limitation, advertising in game or other SFS Event programs), and the exclusive right to grant event sponsorship and promotional rights at the Sports Complex during SFS Events, as well as the

right to assign all or any portion of such rights to any third party including specifically to the Club. SFS shall have the right to display such advertising signs at all events held at the Sports Complex, including, without limitation, County Events. The County shall not be entitled to receive any of the revenues generated by SFS or its assignees through the sale of such advertising, sponsorships and promotions. SFS or its assignee shall retain one hundred percent (100%) of all revenues from advertising at the Sports Complex during the Term and from all sponsorships and promotions during SFS Events, and SFS shall have control over the type and content of all such advertising, sponsorships and promotions. County shall have the right to review and approve all such proposed advertising, provided that County shall have no right to object to any advertising except to the extent that such advertising is indecent or incompatible with the character and dignity of the Sports Complex; any proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Major League spring training or minor league baseball facility within the State of Florida. County may not sell or display signage at the Sports Complex without the prior written consent of SFS, in SFS's sole discretion, except that the County may display at the Sports Complex signage that is comprised solely of the insignia or logos of the County or that is required by public safety considerations or by local, state or federal regulations subject to the approval of SFS, which approval shall not be unreasonably withheld.

C. **Parking.** SFS reserves the right to charge reasonable fees for parking areas adjacent to the Stadium for persons attending SFS Events. SFS shall have the right to make parking spaces available at all times and without charge to authorized representatives, designees or personnel designated by SFS. County and SFS shall cooperate and develop a visitors pass procedure that will allow free parking to authorized representatives and guests of the County and SFS.

SFS shall include the net profits from parking at Games in Stadium Revenue as set forth above. For all SFS Events other than Games, SFS shall retain one hundred percent (100%) of all parking receipts. For County Events at the Sports Complex, County shall operate all parking at its sole expense and shall retain all proceeds.

D. **Intentionally Omitted.**

E. **Rent for Use of Stadium.** The rental payment by SFS for use of the Stadium shall be the payments from SFS to County as provided above in Section 6.A. Except as otherwise specifically provided in this Agreement, only one payment shall be made each year of the net amount due from SFS to County, which annual payment shall be made prior to the commencement of the following Major League Spring Training season. County and SFS agree that such amounts paid by SFS to County shall be deemed to be the rent payment for the use and occupancy of real property pursuant to Section 212.031, Florida Statutes. In addition to the requirements of Paragraph 9(C), SFS shall provide the County with an annual accounting of revenues and expenses in sufficient detail for audit purposes at the same time the annual payment is made.

F. **County Revenues.** SFS shall pay to County thirty-three percent (33%) of SFS's gross sales receipts from food and beverage concession sales at all County Events, with SFS

retaining the other sixty-seven percent (67%). As used in this Section 6(F), "gross sales receipts" means revenues received from food and beverage concession sales, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. However, County shall not levy any tax on the sale of concessions except as may be required by state law. For all County Events, County shall retain one hundred percent (100%) of the adjusted gross ticket receipts but shall reimburse SFS for all pre-approved out-of-pocket expenses incurred by SFS in connection with each such event. As used in this Section 6(F), the term "adjusted gross ticket receipts" means all revenues actually received by SFS from ticket sales for County Events at the Sports Complex, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. However, County shall not levy any tax on sale of tickets except as required or authorized by state law.

G. **Parking Revenues from Adjacent Businesses.** Subject to the approval of SFS, which approval shall not be unreasonably withheld, the County shall have the right to allow local businesses with offices adjacent to the Stadium ("Adjacent Businesses") to utilize the Stadium parking area depicted on Exhibit "N" hereto (the "Business Parking Area") on a nonexclusive basis provided that the use of the Business Parking Area by local businesses shall not conflict with use of the Business Parking Area by SFS or the County for SFS Events or County Events. The parties agree that the first \$100,000 in total revenues received during the Term from the use of the Business Parking Area by the Adjacent Businesses shall be retained by the County to reimburse the County for the actual cost incurred by the County to construct improvements to the Business Parking Area, and thereafter, the County shall deposit all revenues received from use of the Business Parking Area by the Adjacent Businesses into the Capital Repairs Fund. The County shall be responsible for all damage and expenses resulting from use of the Business Parking Area by Adjacent Businesses.

7. **TELEVISION - RADIO REVENUE; LUXURY SUITE REVENUE; NAMING RIGHTS.**

A. **Television - Radio Revenue.**

It is expressly acknowledged and agreed by and between the parties, that the County shall receive no revenues from the radio or television broadcast or other transmission (including, without limitation, over cable or the Internet) of or relating to any SFS Events, nor shall the County participate, in any manner, in determining when said SFS Events shall be broadcast or otherwise transmitted. SFS has the exclusive right to sell television and radio broadcasting and other transmission rights for SFS Events and to permit others to sell such television and broadcasting and other transmission rights, and SFS or such other authorized party shall retain all revenues resulting therefrom.

B. **Suite Revenue.**

SFS shall manage and control the rental of any luxury suites at the Stadium, including without limitation any luxury suites constructed as part of the New Improvements, for

all events at the Sports Complex during the Term. County and SFS shall each be entitled to use and authorize others to use one luxury suite for all events during the Term, without charge to County or SFS for their occupancy of the respective suites. All other luxury suites are to be rented on a yearly basis, and SFS shall retain one hundred (100%) percent of adjusted gross revenue from the rental of luxury suites. The lessee of any luxury suite will receive admission tickets to the luxury suite for all New York Mets spring training games and all St. Lucie Mets games at no additional charge. The lessee of any luxury suite will also have the right to purchase admission tickets to the luxury suite for any other event held at the Stadium during the year, and if such tickets are purchased: (i) for all SFS Events other than New York Mets spring training games and St. Lucie Mets games, SFS shall retain one hundred (100%) percent of the adjusted gross revenue from the sale of such admission tickets; and (ii) for all County Events, SFS shall retain ten (10%) percent of the adjusted gross revenue from the sale of such admission tickets and shall pay to the County the remaining ninety (90%) percent. As used in this Section 7(B), the term "adjusted gross revenue" means all revenues actually received by SFS from the rental of luxury suites that is attributable to the particular event at issue, and all revenues actually received by SFS from the sale of tickets granting admission to the luxury suites for the event, less any and all taxes and tax surcharges or fees due to any governmental or taxing authority related thereto. Revenues from food and beverage sales in luxury suites will be included in gross sales receipts as set forth in Section 6(A) above.

C. **Naming Rights.**

SFS or its designee shall have the sole and exclusive right to designate the name of the Sports Complex and/or its constituent parts and to grant one or more third parties (i) the right to include such party's name, product name and/or logo and/or corporate identifiers in the name of the Sports Complex and/or its constituent parts, (ii) the right to have such name and/or logo and/or corporate identifiers prominently displayed on the interior and the exterior of, and on and around the entrances to the Sports Complex and/or its constituent parts, and on the Sports Complex apron, as part of the name of the Sports Complex, and (iii) such other nonexclusive rights which are customarily included in the grant of the rights in clause (i) and (ii) above (such rights are hereinafter referred to as the "Naming Rights"), and provided that such name and/or logo and/or corporate identifiers shall not be obscene nor shall it be unlawful to use the same. For avoidance of doubt, SFS retains all revenues with respect to Naming Rights.

For so long as both this Agreement and the agreement granting Naming Rights remain in effect, the Stadium and the Sports Complex shall be referred to by the name(s) selected pursuant to this Section 7(C), and neither party shall advertise or refer to the Stadium or the Sports Complex by any other name. The Stadium and the Sports Complex names selected pursuant to this Section 7(C) shall be used by the parties when referring to the Stadium and the Sports Complex in any of their correspondence, press releases, promotional materials, advertisements and/or publications, and shall be used by County on all related directional traffic and pedestrian signs on highways, local streets, and all public thoroughfares in and around the Sports Complex and St. Lucie County, Florida. Notwithstanding the above, the parties agree that the County's logo shall

be permanently displayed at locations in the Stadium and Sports Complex as mutually agreed upon by the parties.

County shall retain the right to market for sale to a third party the right to include such party's name, product name and/or logo in the official name of the football/soccer field across from the Sports Complex (the "Football/Soccer Naming Rights"). Any agreement with respect to the Football/Soccer Naming Rights shall be subject to the approval of SFS, which approval shall not be unreasonably withheld, provided that the withholding of approval shall be conclusively deemed reasonable if the proposed agreement is with a competitor of any entity that has an advertising or naming rights agreement with SFS or Club at any facility.

**D. Other Revenues.**

Except as otherwise expressly stated and specified in this Agreement, SFS shall be entitled to retain all revenues related to the Sports Complex.

**E. Recognition of Contributions of Thomas J. White, Sr.**

Wholly separate from any naming rights for the Sports Complex or the Stadium, County and SFS agree to continue to recognize the contributions of Thomas J. White, Sr. in a manner similar to how such contributions are currently recognized at the Sports Complex and Stadium.

**8. TICKET SALES; PROGRAM SALES, CONCESSIONS AND PARKING.**

SFS has the exclusive right to operate ticket sales, program sales, and parking lots in connection with SFS Events during the Term of this Agreement, and has the right and discretion to contract with or authorize one or more other persons or entities to operate ticket sales, parking and/or game program sales at the Sports Complex at or in connection with SFS Events.

SFS has the exclusive right and discretion to sell and authorize others to operate concessions for the sale of food and beverages (including, without limitation, catering, hospitality and picnic services), novelties, souvenirs and paraphernalia at the Sports Complex during the Term of this Agreement. The County reserves the right to schedule special events in the parking lot during non-baseball scheduled events at which concessions will be sold; SFS will operate concessions at such special events in accordance with its exclusive right to operate concessions at the Sports Complex during the Term, and will cooperate with the County with respect to the providing of concessions to community and charitable groups at such special events. During the Term of this Agreement, SFS shall provide good quality concession services to the public. SFS will use commercially reasonable efforts to restrict patrons from bringing any food, beverages (including alcoholic beverages) or beverage containers into the Sports Complex. Prior to the start of each season, SFS will provide the County with notice of the pricing for tickets, programs, concessions and parking.

No new coin or currency operated vending machines shall be installed or located within the Sports Complex by SFS without the written permission of the County's Parks and Recreation Director, which permission shall not be unreasonably withheld. Except as otherwise permitted under this Agreement, SFS will not install permanent fixtures or construct permanent improvements at the Sports Complex without the County's prior consent, which consent shall not be unreasonably withheld.

9. **BOOKS, RECORDS AND AUDIT.**

SFS and County agree to keep accurate books and records in accordance with generally accepted accounting practices of their respective operations at the Sports Complex. SFS agrees to submit to the County, on a quarterly basis, a report containing accurate attendance information in a form agreed to by all parties. In addition, the parties agree as follows:

A. SFS shall submit daily sales (ticket, parking, program and concessions) reports within thirty (30) days following the last Game of Spring Training and thirty (30) days following the last Game of the Florida State League season.

B. All related books and records regarding ticket, parking, program and concession sales shall be jointly available to the County for suitable annual audit at a time mutually agreed to by the parties. Any audits must be performed within twelve (12) months after the end of each year of operation (January 1 - December 31). SFS shall have the same right to audit the books and records of any County operation under this Agreement, and shall have the right to review the County budget and related documents at any time upon reasonable notice.

10. **NEW IMPROVEMENTS.**

A. **NEW IMPROVEMENTS - BUDGET.**

The County intends to issue bonds, the ("New Improvement Bonds") which will be used to finance certain improvements to the Sports Complex described on Exhibit "D" hereto (the "New Improvements"). If the County does not issue the New Improvement Bonds and fully fund the New Improvements Budget (as defined below) by April 1, 2017 SFS shall have the right to nullify and void this Agreement, by providing written notice to the County, provided that the County shall have seven (7) days following its receipt of such notice from SFS to issue the New Improvement Bonds, and if the New Improvement Bonds are issued by the end of such seven (7) day period then the written notice provided shall be ineffective. If this Agreement is nullified and voided as set forth in the immediately preceding sentence, the parties agree that the Prior FUA shall be reinstated and the terms and conditions of the Prior FUA shall govern the rights and obligations of SFS and the County. The County will designate SFS as the agent of County for the purpose of coordinating the New Improvements, with the scope of the New Improvements to be determined by SFS and approved by County, and the County will provide cooperation appropriate for the design and construction of the New Improvements. The parties agree that the New Improvements will include, without limitation, Stadium upgrades, a new entrance, walk way

connector around the outfield, one new field and other field enhancements, Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium (the "Player Academy Spaces") (which shall only be used by Mets personnel and shall not be available for use by the general public), little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined and approved by SFS and County. The County shall provide \$55,000,000 of funding (the "New Improvements Budget") for the design and construction of the New Improvements.

Nothing in this Agreement shall obligate the County to provide funding for the New Improvements in excess of the New Improvements Budget. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage. The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements, it being understood that the cost of such statement shall be paid by the County and shall not be included in the New Improvements Budget.

Upon execution of this Agreement County will provide SFS with a fund in the amount of \$500,000 (the "Fund") to pay for costs incurred in connection with the New Improvements prior to the County's issuance of the New Improvement Bonds. To the extent that the Fund is expended prior to the County's issuance of the New Improvement Bonds, the County will replenish the Fund with amounts sufficient to cover the additional costs expected to be incurred in connection with the New Improvements prior to the County's issuance of the New Improvement Bonds. All amounts provided by the County to SFS in the Fund shall be reimbursed to County upon issuance of the New Improvement Bonds.

**B. NEW IMPROVEMENTS - PLANS.**

1. County, for the benefit of SFS and County, shall competitively procure an architect reasonably satisfactory to both parties (the "Architect" referred to in this Section 10) in accordance with Florida Law and County Procurement Policy. The Architect shall be responsible for, *inter alia*, (1) developing a conceptual plan and general specifications (the "Conceptual Plans" referred to in this Section 10) for the New Improvements; (2) developing preliminary plans and specifications for the New Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the New Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the New Improvements are constructed (the "Architect's Work" referred to in this Section 10). SFS shall enter into a contract (the "Architect's Contract" referred to in this Section 10) with the selected Architect with terms that are fair, competitive and reasonable as required by

Section 287.055 (5) and (6) of the Florida Statutes, and which shall, *inter alia*, contain the terms and conditions set forth in Exhibit "E" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. The County shall, upon request, enter into a joinder to the Architect's Contract substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit "E", and SFS and the County shall be designated as Named Insureds on all applicable policies. The Contract should also provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(b) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not fair, competitive and reasonable as required by Section 257.055 (5) and (6) of the Florida Statutes. County, through its Board of County Commissioners, shall have final approval rights to the negotiated Contract limited to whether the Contract terms are fair, competitive and reasonable. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect and its carriers, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect except to the extent caused by any negligent acts or omissions of SFS or its agents or representatives.

2. Contemporaneous with procurement of the Architect, the County shall, through currently pending RFQ No. 16-049, competitively procure a consultant to provide Program Manager Consulting Services on its behalf, serving as the point of contact of the County for all project development interaction involving SFS, Architect and Contractor.

3. SFS shall cause Architect to furnish to County the Conceptual Plans for the New Improvements. County, through its Board of County Commissioners, shall have a period of twenty (20) days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the New Improvements set forth on Exhibit "D" hereto or to the extent the Conceptual Plans reflect estimated costs in excess of the New Improvements Budget. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such twenty (20) day period, the Conceptual Plans shall be deemed approved.

4. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the New Improvements in accordance with the approved Conceptual Plans (the "Preliminary Plans" referred to in this Section 10). County, through its Board of County



Commissioners, and SFS shall have a period of twenty (20) days within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans are materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such twenty (20) day period, the Preliminary Plans shall be deemed approved.

5. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the New Improvements (or such of the New Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans are materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in writing and in reasonable detail. If neither County nor SFS disapprove within such twenty (20) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "F".

6. County, for the benefit of SFS and County, shall, through a publicly advertised competitive bidding or proposal process, in accordance with Florida law and County Procurement Policy, competitively procure a contractor (the "Contractor" referred to in this Section 10) for the construction of the New Improvements in accordance with the Final Plans (the "Work" referred to in this Section 10). SFS shall have input on the qualifications and selection of contractors, with two members appointed by SFS to a five-member selection committee, with the remaining three members appointed by County, and to refuse to engage any contractor upon terms that are not fair, competitive and reasonable as determined by SFS. The final terms of the agreement between SFS and the Contractor (the "Construction Contract" referred to in this Section 10), and any Guaranteed Maximum Price amendments or agreements, shall be subject to the approval of the County, through its Board of County Commissioners, limited to whether the Construction Contract terms are fair, competitive and reasonable. SFS shall enter into a Construction Contract along with terms that are fair, competitive and reasonable and the terms set forth below, with the selected contractor.

7. The Construction Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "G" hereto and shall include each of the following requirements related to all work under the Construction Contract ("Work"): (i) the furnishing of a public construction bond in a form consistent with Section 255.05, Florida Statutes, with the County named as co-obligee, and with terms acceptable to SFS; (ii) competitive procurement of all Subcontractors work and supplies as set forth in Subsection 7(d) below ("Procurement of Subcontracts"); (iii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 10% of the total value of the construction contract) and required reductions at 50% completion

as set forth in Section 255.078, Florida Statutes; (iii) payment by the Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum referred to in this Section 10), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vi) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured; (vii) the County shall be named as a third party beneficiary in the Contract; and (viii) Contractor must agree that it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(c) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS. The County shall, upon request, enter into a joinder to the Contract between the Contractor and SFS substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc.

8. As required by Section 119.0701, Florida Statutes, in all contracts competitively procured for services related to the New Improvements, including the Architect as set forth in Section 10(B)(1) and Contractor as set forth in Section 10(B)(4), SFS shall include in each such Contract, the following Notice in capital letters, 14-point boldfaced type:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.**

SFS shall also include in each such Contract, a requirement that the contracting party comply with the following requirement of Florida's Public Records Law:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. SFS agrees to include the following provisions (or substantively equivalent provisions) in the Construction Contract:

(a) Punchlist Procedures. Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the Work. No more than ten (10) days prior to Contractor's expected Substantial Completion of the Work as defined in the Construction Contract, Contractor shall schedule a walkthrough with SFS and the County ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a checklist ("Checklist") of items to be performed by the Contractor, based upon observations made between the Contractor, SFS and the County during the IW.

No later than forty (40) calendar days after reaching Substantial Completion, Contractor shall again initiate and request a second walkthrough of the Project with SFS and the County. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and for the purpose of developing a single and Final Punchlist.

The intent of this section is for SFS, County and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than sixty (60) calendar days from the date of reaching Substantial Completion of the Work as defined in the Construction Contract. The single Final Punchlist shall be delivered no later than five (5) calendar days after the Punchlist has been developed and reviewed in accordance with this section. If the Work provided in this Construction Contract relate to more than one building or structure, or involves a multi-phased project, the single Final Punchlist is required to render complete, satisfactory, and acceptable all the Work for each building, structure, or phase of the Project and is due within the time periods set forth in this section.

In no event may the Contractor request payment of final retainage until the Final Punchlist is 100% complete.

Contractor agrees to complete the Final Punchlist items and the Final Contract Completion Date must be thirty (30) calendar days after the delivery date of the Final Punchlist. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Construction Contract.

Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) SFS has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.

Contractor acknowledges and agrees that SFS may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such generated list prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by SFS during performance of the Work.

Contractor acknowledges and agrees that SFS shall determine whether an item on the Final Punchlist is completed and shall calculate the amount of payment to withhold if an item is incomplete, with SFS having the right to withhold the greater of 150% of the value of the item on the Final Punchlist that is incomplete or the amount of the retainage under this Construction Contract. Contractor acknowledges and agrees that in calculating the amount of payment that may be withheld by SFS as to any Final Punchlist item for which a good faith basis exists to determine that it is incomplete, SFS may, in calculating the amount equal to 150% of the value of the item (if SFS decides to withhold such amount rather than the amount of the retainage under this Construction Contract), include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

(b) **Reduction of Retainage Procedures.** After the Contractor has achieved fifty percent (50%) completion of the Work, retainage from subsequent Pay Applications shall be reduced to five percent (5%). Contractor may request a reduction of retainage previously withheld from ten (10%) percent of the total value of the Construction Contract to five (5%) percent after fifty (50%) percent completion of the Work which SFS shall authorize for payment unless justification for withholding exists, as permitted by Section 255.078, Florida Statutes. The term "Fifty Percent Completion" shall be defined as follows, in lieu of any other definition:

"Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

(c) **Definition of Substantial Completion.** For purposes of this Construction Contract, and for compliance of those procedures, duties and obligations, the term Substantial Completion shall be as follows, in lieu of any other definition:

"Substantial Completion" is defined as that point where SFS and the County are able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that SFS and the County are able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental and incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work, to the satisfaction and approval of all authorities having jurisdiction.

(d) **Procurement of Subcontracts.** All subcontracts exceeding \$500,000 shall be and competitively awarded in accordance with the process set forth in Exhibit "O".

(e) **Contractor Self-Perform Work.** Upon approval by SFS, Contractor and any Related Entities as defined below, may use its own forces to perform a portion of the Work, as long as the cumulative percentage of the total self-performed construction work does not exceed 25% of the Total Cost of the Work for the Project, as reflected in the approved GMP or latest approved estimates. SFS reserves the right to limit instances of self-performance to certain Work. There is no guarantee that any self-performed work will be allowed. Related Entities are prohibited from submitting competing bids or proposals and shall be disqualified for doing so, unless authorized hereunder. When authorized in advance to submit a competitive bid, the Contractor or Related Entity must submit its bid to SFS, at least forty-eight hours prior to the bid opening date and time. "Related Entities" means any parent company, affiliates, subsidiaries, or other entities having common ownership or management with that of the Contractor or a subcontractor.

10. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will

look solely to the Contractor and its carrier(s) and surety bond(s), and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor except to the extent caused by the negligent acts or omissions of SFS or its agents or representatives.

11. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion. The cost of such insurance shall be included in the Total Cost of the Work (as defined in Section 10(B)(12)). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

12. The Total Cost of the Work defined herein shall be paid by the County in accordance with the procedures set forth in Section 10(C)(9), below, out of the New Improvements Budget. The term "Total Cost of the Work" referred to in this Section 10 shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses, and all fees and expenses related to the obtaining of permits needed to construct the New Improvements, plus (ii) the Construction Contract Price, plus (iii) the fees and expenses of any consultants engaged directly for the design and construction of the New Improvements which are approved in advance by the County and competitively procured in accordance with Florida law (including the Program Manager under RFQ No. 16-049), plus (iv) any other approved costs, expenses or liabilities incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain with County's advance approval, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (referred to in this Section 10 as the "Additional Exposure Liability Insurance Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined in this Section 10), to the extent such Authorized Change Orders actually increase the Total Cost of the Work; provided, however, that the County's obligations shall be limited to the New Improvements Budget. As between SFS and the County, SFS shall be solely responsible for any and all cost of the Work exceeding the New Improvements Budget. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

C. NEW IMPROVEMENTS – CONSTRUCTION.

1. Promptly following the execution of the Construction Contract and the issuance of all required approvals and permits, SFS shall cause the Contractor to commence the

Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section 10 shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

2. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

3. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Section 10, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County if required herein (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request to approve a Change Order within which to review and approve same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved provided, however, that in no event shall the County be obligated to pay any costs associated with Change Orders in the event such costs cause the Total Cost of the Work to exceed the New Improvements Budget without a separate written consent from the County identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by the County's failure to object to a Change Order. County shall not unreasonably withhold its consent to any proposed Change Order except the County shall have the absolute right to deny any Change Order request that would cause the New Improvement Budget to be exceeded unless SFS agrees to be solely responsible for the overage. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

4. SFS and the County shall have the right to monitor the construction progress of the New Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. SFS understands that County shall procure a Program Manager to serve as its representative during the design and construction of the Project (provided that the cost therefor shall be reasonable therefor in light of the services provided by the Program Manager), provided the amount of reimbursement to the County for the Program Manager fees from the New Improvements Budget shall be the lesser of (a) 50% of the total amount paid to the Program Manager, and (b) \$100,000, and County shall be solely responsible for any additional payments to the Program Manager. SFS agrees to cooperate with the County and its Program

Manager, and use best efforts to create a spirit of harmony involving all companies providing services for the Project. The Program Manager shall have the opportunity to be included as a participant at all Project meetings, jobsite meetings and inspections, and shall have the opportunity to be included on all Project communications involving the Architect, Contractor and any authority having jurisdiction. All Project administration communications, necessary with the County, including disbursement requests and Change Order requests, shall be conducted through the Program Manager. Should Program Manager identify any work being performed in material deviation from the approved Final Plans, it shall immediately provide written notice to SFS and the County, with recommendations on remedying the non-compliance. If the non-compliance is not remedied within seven (7) days, County and SFS, through representatives possessing decision-making authority, shall meet promptly to discuss the issues and means of resolution.

5. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined in this Section 10) of the New Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans, the Construction Work per the Final Plans, or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and if necessary will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation within 30 days of such dispute arising, then the dispute shall promptly be resolved by litigation pursuant to Section 39 of this Agreement.

6. The New Improvement Schedule, which shall be Exhibit "H" hereto, shall show:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(b) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(c) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

7. The New Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision as to the New Improvement Schedule changes the Required Completion Date (if and as that term or its equivalent is defined in the Contract).

8. Promptly after execution of this Agreement, the County shall deposit the entire amount of the funds that comprise the New Improvements Budget in an interest bearing account, in the name of the County, designated (and referred to in this Section 11) as the "New Improvement Account," and all interest thereon shall be added to the New Improvements Budget.



The County will issue bonds in an amount sufficient to generate \$55,000,000 of funding for the New Improvements Budget, as provided for in this Section 10. Notwithstanding any provision herein to the contrary, the County shall have no obligation to provide funds for the New Improvements Budget in excess of the \$55,000,000 provided with the proceeds of the County's New Improvement Bonds without the express written consent of the County identifying the additional funds provided.

9. County shall disburse funds from the New Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the New Improvements Budget for the Total Cost of the Work:

(a) Within twenty (20) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums with certification that payment is due in the requested amount, County shall pay to SFS the entire amount of such invoice;

(b) Within twenty (20) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of the Architect, the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(c) Within twenty (20) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below) with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of Contractor, the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" referred to in this Section 11 means: (i) an affidavit from the Contractor certifying that the invoice is true and correct; (ii) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (iii) a certificate from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (iv) in connection with the final disbursement to the Contractor (A) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (B) a final certificate of occupancy or a certificate of completion, as may be applicable;

(d) Within twenty (20) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 11(B)(9) of this Agreement previously approved and authorized by the County, County shall, following verification of entitlement and quantum due, pay to SFS the full amount of such invoices; and

(e) Upon Completion, to the extent that \$55,000,000.00 exceeds the Total Cost of the Work in connection with the New Improvements (with the amount of such excess hereafter referred to as the "Excess New Improvement Budget Funds"), the Excess New Improvement Budget Funds shall be added or devoted to the Additional Improvement Fund (as such term is defined in Section 5(A)).

(f) County shall have the right to review, verify, and audit if necessary, all requests for disbursements of any New Improvements Budget Funds, including invoices from the Architect and Contractor. SFS shall reasonably ensure that all requests for disbursements are sufficiently documented and accompanied by supporting invoices and time records, and in the case of Architect and Contractor, that they (i) maintain an "open book" project accounting practice, (ii) make all files and accounting records available for review and auditing upon reasonable request, and (iii) allow for backcharging for any erroneous billing, as these requirements relate to the New Improvements Budget.

**11. DIGNITARY SEATING.**

Prior to December 1 of each year, the County and SFS will cooperate and develop a dignitary seating arrangement that is reasonably acceptable to all the parties.

**12. FLORIDA STATE LEAGUE TEAM; GULF COAST LEAGUE TEAM.**

The parties acknowledge that the Club currently owns the St. Lucie Mets Florida State League team. This Agreement shall apply to the use of the facilities by the St. Lucie Mets and related operations during the Florida State League regular season and any post-season playoffs. In the event the Club terminates its ownership of a Florida State League team during the term of this Agreement, and does not either transfer ownership thereof to SFS, assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate in accordance with Section 24, or acquire ownership of or enter into a player development contract with another minor league team that will be scheduled to play its home games in the Stadium during the following Florida State League season, SFS shall notify the County as soon as practicable in advance of the beginning of the following Florida State League team season. In that event, the County may permit another Florida State League team to play its home games at the Stadium without the consent of SFS, provided that such minor league team's operations do not conflict with SFS's exclusive use of the Sports Complex from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement or with SFS's use of the Sports Complex for GCL Mets operations (if any), as set forth in Section 15(A) below. The term "St. Lucie Mets" as used herein refers to the current or any future minor league baseball team owned or operated by or affiliated with SFS or the Club that plays its home games at the Sports Complex (excluding the GCL Mets, as defined below). The term "Florida State League" as used herein refers to the Florida State League, any successor league thereto, or any other minor league to which the St. Lucie Mets belongs.

The parties acknowledge that Club currently owns a Gulf Coast League team. All of the terms and conditions of this Agreement shall apply to the use of the facilities by that team during the Term, including without limitation for the Gulf Coast League regular season and any post-season playoffs. The term "GCL Mets" as used herein refers to any future minor league baseball team owned or operated by or affiliated with SFS or the Club that is a member of the Gulf Coast League and will play its home games at the Sports Complex, if SFS or the Club, as may be applicable, so decides in its sole discretion. The term "Gulf Coast League" as used herein refers to the Gulf Coast League or to any successor league thereto.

Other than as provided in the first paragraph of this Section 12 (and subject to SFS's right to assign this Agreement as set forth in Section 24), the County agrees that it will not permit any Florida State League baseball club other than the St. Lucie Mets, or any Gulf Coast League baseball club other than the GCL Mets, to use the Sports Complex during the Term of this Agreement.

### 13. INDEMNITY AND INSURANCE.

#### A. SFS.

To the extent allowed by law, SFS agrees to indemnify and hold County harmless from and all claims for personal injury, death, or property damage and any other losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except to the extent such losses may be caused by the negligence or willful misconduct of the County, its agents or employees or by any acts or omissions of the Program Manager, Architect, Contractor or any of their respective employees, agents or subcontractors. SFS further agrees to undertake at its own expense the defense of any action brought against the County (with counsel subject to County's approval in its reasonable discretion), claiming damages arising out of, in connection with, or by reason of SFS's use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of the County, its agents or employees, the County agrees to reimburse SFS for the actual expenses, including attorneys' fees, incurred by SFS in defending the County. County agrees to cooperate in any defense by the SFS. The provisions of this paragraph shall survive the termination of this Agreement.

SFS shall maintain or cause to be maintained Comprehensive General Liability Insurance, including Property Damage and Personal Injury coverages, insuring against liability for damages or losses arising solely from the acts or omissions of SFS under this Agreement. Such policy shall name St. Lucie County as an additional insured. Limits of liability coverage to be not less than:

Bodily Injury Liability	\$5,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

Or

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence, combined single limit
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SFS shall maintain or cause to be maintained in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of SFS, including employer's liability insurance, with limits of not less than \$100,000 per accident.

SFS shall furnish County, not later than ten (10) business days after SFS's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above with an insurer reasonably acceptable to the County.

**B. County.**

To the extent allowed by law, the County agrees to indemnify and hold SFS and its members and affiliates harmless from any and all claims for personal injury, death, or property damage and any other losses, damages, charges, or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, including, without limitation, in connection with or related to the New Improvements, the Additional Improvements, and any other construction conducted by the County (itself or through contractors), except to the extent such losses may be caused by the negligence or willful misconduct of SFS, its agents or employees or by any acts or omissions of the Architect, Contractor or any of their respective employees, agents or subcontractors. County further agrees to undertake at its own expense the defense of any action brought against SFS (with counsel subject to SFS's approval in its reasonable discretion) claiming damages arising out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of SFS, its agents or employees, SFS agrees to reimburse the County for the actual expenses, including reasonable attorneys' fees, incurred by the County in defending SFS. SFS agrees to cooperate in any defense by the County. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, the County agrees to procure and pay for and at all times during the term of this Agreement maintain fire and extended and "special form" coverage (including without limitation insurance from and against all losses, damages, claims and liabilities related to or arising from acts of terrorism) on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Sports Complex (including, without limitation, all New Improvements and Additional Improvements while being constructed and when

completed) and also covering loss of income. The County is self-insured for general liability with statutory limits of \$200,000 per person/\$300,000 per incident pursuant to Section 768.28, Florida Statutes, and waives and has waived sovereign immunity to that extent. The insurance policies referenced above in this paragraph shall further name SFS and the Club as named insureds and shall provide a thirty (30) day notice of cancellation or non-renewal and a severability of interest endorsement.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

C. County warrants and represents that it is, and throughout the Term will remain, a member of and party to the Treasure Coast Risk Management Program ("TRICO," as set forth in the Revised TRICO Interlocal Agreement dated May 1, 1996) or such other pooled risk or self-insurance program acceptable to SFS in its reasonable discretion, and that SFS will be a beneficiary of all insurance and other protections available through the TRICO Risk Management Program (or such other accepted pooled risk or self-insurance program) including, without limitation, with respect to general liability, tort liability, loss or damage to property (e.g., the Sports Complex), and personal injury or death.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

D. County and SFS each do hereby and shall mutually release each other from liability and waive all rights of recovery against each other, for any loss or damage occasioned to County or SFS, as the case may be, from perils insured against, or required hereunder to be insured against, under their respective property insurance policies, whether due to negligence or any other cause. Any property insurance policy required herein covering loss, damage, or destruction by fire or other insured casualty, shall include a waiver of the insurer's rights of subrogation against the other party.

In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other party of the claim within ten (10) days after the party receives the claim.

14. **RESPONSIBILITIES OF PARTIES.**

The responsibilities of the parties shall be as follows:

A. **County.**

(1) County shall maintain proper HVAC systems and equipment in throughout the Sports Complex, and shall perform all maintenance thereof at County's sole cost and expense.

(2) County shall be responsible for providing and bearing the cost of an adequate number of qualified security personnel at the Sports Complex for Club major league spring training games and Florida State League games. The County shall be responsible for public order and safety in manner consistent with the County's practices under the Prior FUA, including the creation, establishment and implementation of security, safety and emergency plans and procedures and related contingency plans, all of which shall be in consultation with SFS and the Club. County shall be responsible for coordinating with all local, state and federal agencies to the extent appropriate, and for providing, at its expense, comprehensive training for all security personnel who work at the Sports Complex with respect to County's security, safety and emergency plans and procedures (which training shall occur at least once per year during the Term prior to the commencement of major league spring training, in consultation with SFS and the Club). County shall keep SFS and the Club fully informed with respect to its security, safety and emergency plans and procedures, and with respect to all training and coordination with local, state and federal agencies. County shall have the responsibility to eject persons from the Stadium or from the Sports Complex as necessary, including at the request of SFS; County shall consult with SFS before ejecting any persons from the Stadium during SFS Events except to the extent such consultation is impracticable in the event of an emergency.

(3) County shall be responsible for all utilities (excluding the Barwis facility and the Player Academy Spaces), including telephone (excluding long distance toll charges), heat, water and sewer, electricity, air conditioning, and appropriate night lighting.

(4) SFS and the County agree that the New Improvements shall, to the extent agreed upon by SFS and the County, maximize energy savings using "green" technology and equipment.

(5) In addition to the right to occupy the Sports Complex, SFS and its agents, employees, suppliers and other persons appropriate for SFS to enjoy the use of the Sports Complex premises as contemplated herein, shall have access, in common with others designated by the County, to such areas of the Sports Complex as necessary or appropriate to provide services or otherwise enjoy the use of the Sports Complex as contemplated herein, subject to customary and reasonable security precautions.

(6) If SFS contends that the County has failed to comply with a material obligation of the County pursuant to this Agreement with respect to the maintenance of the Sports Complex, and if as a result SFS contends that an Exigent Condition (as defined below) exists at the Sports Complex, then, in addition to any and all other remedies available to SFS, SFS shall be entitled to (a) take such measures as are strictly necessary to address the Exigent Condition, and (b) deduct the cost of such measures from the payments to be paid by SFS to the County pursuant to Section 6(A) of this Agreement, subject to the County's right to object to and contest such deduction by seeking judicial intervention, which right is expressly reserved. SFS shall not be entitled to deduct such cost unless, prior to addressing the Exigent Condition, (i) SFS provides written notice to the County identifying the Exigent Condition, the measures which SFS intends to take to address it, and the cost thereof, and (ii) the County fails to remedy the Exigent Condition

within a reasonable period of time following the delivery of such notice. "Exigent Condition" shall mean (x) any condition of any playing field that creates a potential substantial risk to participants in games and/or practices on the field, (y) any condition elsewhere within the Complex that creates a potential substantial health or safety risk to SFS's invitees at the Sports Complex, or (z) any condition that, if not promptly remedied, would result in the loss of substantial revenues generated at the Sports Complex.

**B. SFS.**

(1) SFS shall not in any manner, directly or indirectly, violate any laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Sports Complex under the terms of this Agreement.

(2) SFS shall use and occupy the Sports Complex in a reasonably safe and careful manner and exercise reasonable care not to in any way mar, deface, or injure any part of the premises, ordinary wear and tear excepted. At the conclusion of this Agreement, SFS shall surrender the premises to the County in as good condition and repair as at the beginning of SFS's occupancy, except as to ordinary wear and tear and except as to damage by fire, other casualty, or the elements.

(3) Except with respect to the Telecommunication Equipment described below in Section 14(B)(5) and any property of SFS and as otherwise contemplated by this Agreement, SFS shall not make any material permanent or structural changes, improvements or alterations to the Sports Complex except as provided for in this Agreement without the written consent of County which shall not be unreasonably withheld, conditioned or delayed.

(4) At its expense, SFS is responsible for providing a sufficient number of ticket sellers and ushers during SFS Events.

(5) SFS shall be responsible for the installation and maintenance of any radio and television facilities and telephone systems that it deems necessary for its operations ("Telecommunication Equipment"). Prior to the installation of any such equipment, SFS shall submit plans for such installation to the County for approval, which approval may not be unreasonably withheld. Upon termination of this Agreement, SFS agrees to remove the Telecommunication Equipment and restore the premises to their prior condition. SFS may pass these costs on to parties other than County. The County has paid for the necessary utility lines to the areas designated for radio and TV facilities in the site plan and has had the lines stubbed at the required points. If further improvements are needed, those improvements shall be included in the New Improvements.

15. **OTHER USE OF PREMISES.**

A. SFS shall have sole and exclusive use of the Sports Complex, including the Stadium, from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement (including any options). As long as SFS or its affiliates (including specifically the Club) own or operate or have a player development contract with a Florida State League team or other St. Lucie-based minor league team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Florida State League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. If SFS or its affiliates (including specifically the Club) continue to have or acquire ownership of or the right to operate or have a player development contract with a Gulf Coast League team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Gulf Coast League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. SFS shall have the exclusive use and control of those portions of the Sports Complex used for SFS Events, including without limitation the exclusive right to determine and implement the rules and policies that relate to the admission of patrons to those portions of the Sports Complex used for SFS Events.

B. Subject to the SFS's uses of the Sports Complex as set forth in Section 15(A) above, each year during the Term SFS shall provide the County with a preliminary schedule of its events on or about December 1, and thereafter a definitive schedule of SFS Events and County Events to be held at the Sports Complex (hereinafter, the "Event Schedule") shall be prepared as follows:

(i) First, all dates in the months of February through the beginning of the Florida State League (or other minor league to which a St. Lucie-based baseball team owned by or affiliated with Club belongs) season in April shall be reserved on the Event Schedule exclusively for New York Mets spring training and exhibition season activities;

(ii) Second, all dates for Florida State League home games, workouts and practices, all possible dates for Florida State League post-season or playoff games or other Florida State League events (including without limitation All-Star games and pre-season games), and all dates for New York Mets minor league spring training activities and instructional league play shall be added to the Event Schedule;

(iii) Third, all dates for GCL Mets home games, workouts and practices, and all possible dates for GCL post-season or playoff games or other Gulf Coast League events (including without limitation All-Star games and pre-season games);

(iv) Fourth, all dates for Mets Fantasy Camp games, workouts and practices;

(v) Fifth, after SFS informs County of the dates contemplated in subparagraphs (i), (ii), (iii) and (iv) above, SFS and County shall each be entitled to reserve the use of the Sports Complex on other dates during the year for other SFS Events and County Events, respectively, by providing a "New Event Notice" as described below, with the first to



obtain approval of a New Event Notice according to the procedures set forth below in this Section 15 for each such other proposed Event obtaining the right to use the Sports Complex for such Event.

C. Whenever a party desires to add an Event to the Event Schedule pursuant to Section 15(B)(iii), it shall give written notice (“New Event Notice”) to the other party of its request to do so as soon as reasonably possible, but in no event later than ten (10) days prior to the date of the proposed Event. Each New Event Notice shall include a description of the proposed Event, including the nature, starting time and estimated duration thereof; the expected attendance thereat; the identity and experience of the promoters and organizers of the proposed Event, and their principals; a description of the financial assurances (e.g., bonds, security deposit) to be provided by the Event promoters or organizers; a description of any special safety, security, cleaning, maintenance, restoration or other services that will be obtained in connection with the proposed Event; and the approximate preparation and clean-up periods for the proposed Event.

The party receiving a New Event Notice shall notify the other party as soon as reasonably possible but in no event more than five days after its receipt of such New Event Notice, whether the receiving party objects to the proposed Event. If no written notice of objection is given within such five-day period, the Event shall be deemed approved. If notice of objection is given within such five-day period, the parties shall cooperate to determine what, if any, modifications to the proposed Event, or further assurances or services in connection therewith or therefore, would cause the objecting party to consent to the proposed Event. When any proposed new Event is approved by the other party (including by a failure to object), the Event shall be added to the Event Schedule. In the event of any unresolved dispute regarding whether an Event that is the subject of a New Event Notice and an objection should be put on the Event Schedule, SFS and County will submit the dispute to non-binding mediation, and if the parties are unable to resolve the dispute through non-binding mediation, then the dispute shall promptly be resolved pursuant to Section 39 of this Agreement on an expedited basis at the request of either party.

A proposed Event may not be added to the Event Schedule unless the scheduling thereof would be in compliance with each of the following criteria: (i) No more than one Event may be held at the Sports Complex per day without each party’s consent, which either party may withhold in its sole and absolute discretion; (ii) Events shall be scheduled so as to allow reasonably sufficient preparation, clean-up and restoration periods between each Event, which shall be subject to the Maintenance Standard; (iii) No County Event may be scheduled to take place between January 16 and January 31 of each year during the term without SFS’s consent, which consent may be withheld in its sole and absolute discretion; and (iv) the Event must be a specific planned Event (i.e., neither party may reserve a date on the Event Schedule on the basis that it intends to hold on such date a certain type of Event, as opposed to a specific Event).

In determining whether a party’s objection to an Event proposed by the other party is reasonable, consideration shall be given to, among other things, whether the promoted or organizer of the Event: (i) is reasonably capable of producing the Event; (ii) will be providing reasonably adequate financial assurances (e.g., bonds, security deposit) to protect SFS’s and County’s

respective rights hereunder; and (iii) will be providing reasonably adequate safety, security, cleaning, maintenance and restoration services for the Event.

D. Nothing in this Agreement shall prevent the County from using the portions of the property described in Exhibit "B" that are not used for baseball facilities or in connection with SFS's use of such facilities, provided that such uses do not interfere with SFS's use of the Sports Complex or otherwise conflict with SFS's rights under this Agreement (including, without limitation, SFS's exclusive right to operate concessions at the Sports Complex during the Term). The County agrees that during the term of this Agreement, the County shall use or authorize others to use the remaining property described above only for community events, sports and recreational purposes. The County shall be responsible to repair or replace any portion of the facilities which are altered, damaged or otherwise affected by any non-SFS use.

E. Notwithstanding any other provision of this Agreement (except Section 12, solely with respect to Florida State League play) the County agrees that it will not permit any other Major or Minor League baseball club to use the Sports Complex during the term of this Agreement or any extension thereof without SFS's approval in advance in writing in its absolute discretion.

F. Any of the property described in Exhibit "B" that is not being used by the County or SFS may be used by the parties as additional unpaved parking provided that such use does not interfere with SFS's permitted use of the Sports Complex.

G. In the event of a declared federal, state or local emergency, the County may use the Sports Complex as a staging area for disaster preparations, response or other related uses ("Staging Uses"), provided that (i) the County will reimburse SFS for all costs incurred and revenue lost by SFS as a result of the Staging Uses and (ii) the County will use best efforts to minimize interference with SFS's operations at the Sports Complex and will immediately restore any resulting damage to the Stadium caused as a result of the Staging Uses. The parties further agree to cooperate in obtaining any federal or state funds that may be available for this purpose.

## 16. PUBLICITY AND PROMOTION.

A. The County will promote the New York Mets and the Club's St. Lucie-based minor league team(s), as well as the sale of home game tickets for such teams. County shall submit all promotional material to SFS for approval, which approval shall not be unreasonably withheld.

### B. **SFS Obligations.**

As additional consideration for the use of the Sports Complex SFS shall provide, or shall cause the Club to provide the County with the advertising services set forth in Exhibit "M" attached hereto during each year of the Term.

17. **ADDITIONAL COVENANTS OF SFS AND COUNTY.**

A. SFS shall use and occupy the premises solely for the purposes specified in this Agreement.

B. SFS shall pay all taxes or assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Sports Complex. SFS shall have no obligation to pay any real estate or property taxes under any circumstance.

C. To the extent that SFS desires to acquire and construct facilities at the Sports Complex which are eligible under applicable state and federal laws to be financed through the issuance by the County, solely as a conduit issuer, of either taxable or tax-exempt revenue bonds, which bonds shall not be or constitute a debt or obligation of the County, the County will cooperate with SFS to the end that the County may be a conduit issuer of such bonds and, to the extent applicable, will give SFS priority for private activity volume cap; provided, that all reasonable costs and expenses incurred by the County in connection with the consideration and consummation of such financing, which shall be disclosed in advance and in writing by the County and subject to the approval of SFS, will be borne solely by SFS.

18. **DEFAULT; TERMINATION.**

A. If the property covered herein shall be deserted or vacated for an entire spring training season, unless such absence is due to a labor dispute or other causes beyond SFS's control, or proceedings are commenced against SFS in any Court under a bankruptcy act or for the appointment of a trustee or receiver of SFS's property either before or after the commencement of the Term, or if there shall be a default in the payment of any monies due hereunder for more than twenty (20) days after written notice of such default to SFS, or if there shall be default in the performance of any other material covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of SFS for more than twenty (20) days after written notice of such default by the County (or if such default is incapable of being cured within twenty (20) days, within such longer period of time as shall be reasonably required for such cure, unless SFS has taken no substantial steps to effect such cure within such period), then at the sole option of the County, this Agreement may be terminated by the County. In addition, the County may terminate this Agreement if (i) the New York Mets shall cease to be a franchise in a major league baseball league, (ii) during any spring training during the Term, Club schedules a majority of New York Mets spring training home games at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder, or (iii) during any Florida State League season, Club schedules a majority of the home games of the Club's Florida State League team at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder. In the event the County terminates this Agreement for the reasons set forth above in this paragraph, the County shall have the right to re-enter or repossess the property during the period of SFS's right to use thereof, either by summary proceedings, surrender or otherwise other than force, and

dispossess and remove therefrom SFS, or other occupants thereof, without being liable for any prosecution therefore. Should the County reasonably incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court costs (at the lower court and appellate levels), and County prevails in such legal action, said expenses shall be reimbursed to the County by SFS.

B. SFS shall have the right, at any time and at its sole option, to terminate this Agreement and all of its obligations hereunder upon written notice to County (the "Termination Notice") provided by SFS on or before March 31 of any year during the Term, which notice shall terminate the Agreement effective as of December 31 of that calendar year. In the event of termination pursuant to this provision, as the County's sole remedy against any person relating to such termination of this Agreement County will accept (i) a series of payments for outstanding amounts remaining on Refunding Bonds as set forth in Section 37, and (ii) a series of semi-annual payments tied to the County's schedule of debt service payments in connection with the New Improvement Bonds, which New Debt Service Schedule shall be incorporated into this Agreement as Exhibit "T" hereto upon issuance of the New Improvement Bonds (which includes State Development Funds (as defined below) that will be used by the County to pay the debt service on the New Improvement Bonds). Such payments in connection with the New Improvement Bonds, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "T" hereto that follows the effective date of the termination of this Agreement. The amount of the Debt Service Payment due on each such post-termination "Period Ending" date shall be an amount equal to the "Total Debt Service Payment" in the last column of Exhibit "T" hereto corresponding to the "Period Ending" date in question, provided, that in the event it is determined by the County's bond counsel that the acceptance of such payments by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds that are issued on a tax-exempt basis, SFS shall either (i) pay to the County the amount necessary to offset the change in tax status to the holders of the tax-exempt New Improvement Bonds, which may be retroactive to the date of issuance of the New Improvement Bonds, or (ii) provide funding to the County sufficient to prepay in full said tax-exempt New Improvement Bonds at the earliest permitted call date, plus all interest and principal due and owing through that date of redemption. Upon request, the County will inform SFS whether its bond counsel believes that acceptance of the payments set forth in this section by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds.

The parties agree that these respective amounts constitute reasonable and just compensation for such termination by SFS, and SFS hereby promises to pay to County, and the County hereby agrees to accept, the appropriate payment amount described above as liquidated damages, and not as a penalty, and as its sole and exclusive remedy related to the termination of this Agreement by SFS, and County waives all other rights and remedies in connection therewith.

If the property covered herein shall be deserted or vacated by the County either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of any monies due hereunder by the County for more than twenty (20) days after written notice of such default to the County, or if there shall be a material default in the performance of any other

covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of the County for more than twenty (20) days after written notice of such default by SFS, then at the sole option of SFS, this Agreement may be terminated by SFS. Should SFS incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court cost (at the lower and appellate levels), and SFS prevails in such legal action said expenses shall be borne by the County.

In the event SFS terminates this Agreement, SFS shall immediately vacate the Sports Complex, but reserves the right to seek damages and any or all other remedies caused by any default or breach of this Agreement by County.

19. **DAMAGE OR DESTRUCTION.**

In the event of the damage or destruction of the property described in Exhibit "B" or any of the structures (including the Stadium) or improvements located thereon by fire or other casualty, there shall be an obligation on the part of the County to use the insurance proceeds for the purpose of rebuilding such facilities. The County shall be responsible for providing the funds necessary to rebuild the facilities in the event the proceeds from the insurance referenced in Section 13(B) above are not sufficient to cover the cost of such rebuilding.

County shall complete the reconstruction and repair of the Sports Complex following any such damage or destruction, as soon as reasonably possible, and in any event within two hundred seventy (270) days following the occasion of such damage or destruction. Within thirty (30) days following the occasion of such damage or destruction, County shall provide SFS with County's architect's and/or engineer's reasonable estimate of the time required for the reconstruction and/or repair of same. In the event that the estimate shall reflect that more than two hundred seventy days shall be required for the repair and/or reconstruction, SFS shall have the right to terminate this Agreement by written notice to County, within thirty (30) days thereafter. Further, if in fact the reconstruction and repair shall not be completed within two hundred seventy (270) days (or such longer time to which SFS may agree), SFS shall have the right to terminate this Agreement by written notice to County within thirty (30) days following the end of such two hundred seventy day (or longer, as the case may be) period.

During the repair and/or reconstruction of the damage or destruction to the Sports Complex, until same shall be completed, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such damage or destruction shall interfere with the use by SFS of the Sports Complex as contemplated hereunder.

20. **EMINENT DOMAIN.**

In the event that any portion of the premises should be taken by the exercise of the right of eminent domain so as to materially affect SFS's operations, SFS may terminate this Agreement as of the date of taking. In the event that SFS does not terminate this Agreement as a result of any taking, following any such taking SFS's obligations and liabilities hereunder shall be proportionately adjusted, on an equitable basis, to the extent that such taking shall damage or

otherwise materially adversely affect the use by SFS of the Sports Complex as contemplated herein. All proceeds for such taking shall be paid to the County or SFS as their interests may appear, provided that the foregoing shall not preclude SFS from pursuing a separate award for damages to SFS's furnishings, fixtures and equipment, moving expenses and any other losses relating to SFS's business permitted by law to be recovered, including, without limitation, the loss of SFS's leasehold.

21. **FAMILIARITY WITH BONDS.**

Anything else in this Agreement to the contrary notwithstanding, SFS acknowledges that County is or will be bound to the holders of certain bonds which relate to the Sports Complex. SFS agrees to cooperate reasonably with the County to maintain the tax-exempt status of the bonds, provided, however, that such cooperation shall not entail material modification of the terms and conditions of this Agreement nor cause SFS or any affiliate to incur any cost or expense in connection therewith.

22. **NON-DISCRIMINATION.**

SFS, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in the use of the facilities excluding uniformed baseball personnel. The terms of this Section shall be binding upon SFS's successors in interest and assigns.

23. **CONFLICT OF INTEREST.**

The County hereby represents and warrants that neither it nor any of its directors, officers, members, partners, officials, representatives, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of rendering of the services herein provided. The County further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County of St. Lucie nor any person whose salary is payable, in whole or part, from the County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

24. **ASSIGNMENT; SUBLEASES AND LICENSES.**

SFS may assign any or all of its rights and obligations pursuant to this Agreement to any entity that owns and operates the New York Mets franchise, and may assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate (or, if applicable, the Gulf Coast League affiliate) of

the New York Mets. Should Club sell its Major League Baseball franchise during the term of this Agreement, SFS shall make a good faith effort to assign its rights and delegate its duties under this Agreement to the entity that acquires such franchise. Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club. Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter. Except as expressly set forth above in this Section, no party may assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, SFS shall have the right to enter into subleases and/or licenses with third parties with respect to any of its rights and obligations hereunder with the consent of the County, which consent shall not be unreasonably withheld, except SFS may not, without County's prior consent, sublease or license the use of any portion of the Sports Complex to any Major League Baseball team other than the Club or to any other entity if such sublease or license would cause cost or expense to the County beyond those that County would otherwise incur from SFS's Permitted Uses under this Agreement, provided that the County shall not withhold such consent if SFS and/or the proposed sublessee agrees to pay any such additional costs and expenses.

25. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other written or oral negotiations, understandings and representations (if any) made by and between such parties.

26. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in a writing signed by the parties hereto and making specific reference to this Agreement. In addition, this Agreement may not be amended without MLB Approval (as that term is defined in Section 40 of this Agreement).

27. **FURTHER ASSURANCES.**

The parties hereby agree from time to time to reasonably execute and deliver such further and other transfers, assignment and documents and reasonably do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

28. **BINDING EFFECT.**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

29. **NOTICES.**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication but excluding e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (with acknowledgment of receipt), telecommunicated (including by fax), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

**AS TO COUNTY:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-2130  
Facsimile: (772) 462-1648

**With a copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-1420  
Facsimile: (772) 462-1440

**AS TO SFS:**

Sterling Facility Services, L.L.C.  
Attn: Paul Taglieri, Vice President  
527 NW Peacock Boulevard  
Port St. Lucie, FL 34986  
Telephone: (772) 871-2121  
Facsimile: (772) 878-9802

**With a copy to:**

Sterling Facility Services, L.L.C.  
Attn: David Cohen, Vice President  
Citi Field, 120-01 Roosevelt Avenue  
Flushing, New York 11368  
Telephone: (718) 565-4397  
Facsimile: (718) 335-8066

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by facsimile device, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **HEADINGS.**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.



31. **PRONOUNS.**

In this Agreement, the use of any gender shall be deemed to include both genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

32. **SURVIVAL.**

No covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the termination of this Agreement except as expressly stated herein. In addition to the survival of specific Sections of this Agreement as expressly stated in such Sections, the terms of Sections 9(C), 13, 29 and 36 of this Agreement shall survive the termination of this Agreement.

33. **WAIVERS.**

The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any known right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **FORCE MAJEURE.**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control ("Force Majeure Events") including, without limitation, strikes, lockouts, or other industrial disturbances (but excluding Major League Baseball strikes and lockouts); fires; unusual climatic conditions such as hurricanes, floods, tornados and the like; acts of God; or acts of a public enemy, war, police action, terrorism and the like. The party unable to perform as a result of a Force Majeure Event shall promptly notify the other of the beginning and ending of each such period. During the period of any Force Majeure Event, until same shall be concluded, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such Force Majeure Event shall interfere with the use by SFS of the Sports Complex as contemplated hereunder. If any period of a Force Majeure Event prevents SFS from using the Sports Complex in the manner contemplated herein for all or a substantial part of any Major League Baseball Spring Training season or Florida State League season (or, if applicable, a Gulf Coast League season) and SFS does not receive satisfactory assurances from the County that a Force Majeure Event will not prevent SFS's use of the Sports Complex as contemplated in this Agreement for a substantial part of the following Major League Baseball Spring Training season, SFS shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

35. **GOVERNING LAW.**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, applicable to agreements wholly negotiated, executed and to be performed in that state, without regard to principles of conflicts or choice of laws.

36. **SECTION 288.11631, FLORIDA STATUTES.**

A. Section 288.11631, Florida Statutes is intended to provide a process for the retention of spring training baseball franchises within the State of Florida (the "State") that are funded with State incentive funding. SFS and the County acknowledge that the amount of State incentive funding provided by the State for the Sports Complex is based on the continual use of the Sports Complex by a spring training baseball franchise for the entire length of the Term.

B. The County will submit an application to the Florida Department of Economic Opportunity for Twenty million dollars (\$20,000,000.00) in funding assistance for the New Improvements that are described in the Facilities Use Agreement. In connection with this application and as a condition of any award of funding under Section 288.11631, Florida Statutes, SFS must agree to reimburse the State of Florida for the funds expended by the County for the New Improvements that the County received from the State of Florida if the Club relocates before the term of the Facilities Use Agreement expires.

C. SFS covenants and agrees with the County that if the County terminates this Agreement pursuant to its rights under Section 18(A), or if SFS terminates this Agreement pursuant to its rights under Section 18(B) for any reason other than a breach of this Agreement by the County, then SFS shall reimburse the State for the total amount of distributions actually paid from the date of such termination through the final maturity of the New Improvement Bonds (the "State Development Funds"). Repayment to the State shall not discharge SFS from any other obligations set forth in this Facilities Use Agreement.

D. The Parties agree that if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County, SFS will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination, and SFS will not have any obligation to repay either the County or the State for any State Development Funds in connection with such SFS termination. The County shall hold SFS harmless from any assertion or claim by the State that the State Development Funds shall be repayable to the State by SFS if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County.

E. The State of Florida is a third party beneficiary of this Facilities Use Agreement as to the obligations imposed by Section 36. The State shall have: 1) Standing to seek and complete

performance of the obligations in this Section in law or equity and 2) Standing to initiate and/or defend an action at law or equity relating to obligations.

37. **2011 BONDS.**

The County will refund the existing 2011 Improvement Bonds (as defined in Section 5(K) of the Prior FUA) on or around November 1, 2016 (the "Refunding Bonds"). The new Refunding Bonds shall have the same remaining term as the 2011 Improvement Bonds. In addition to the Base Rent payments and Additional Rent payments made by SFS pursuant to Section 6(A), SFS will make additional payments to the County, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit "J" on the dates indicated in the first (Period Ending) column of Exhibit "J" that follow commencement of the Term of this Agreement, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the Refunding Bonds.

38. **AGREEMENT RUNS WITH LAND.**

This Agreement is intended to run with the land and shall be binding upon all of the County's successors and assigns. SFS and County shall enter into a short form Memorandum of this Agreement which shall be recorded in the Public Records of St. Lucie County, Florida. This Agreement is not revocable by County and is not terminable by County except as expressly set forth herein.

39. **DISPUTE RESOLUTION.**

All disputes arising from or related to this Agreement whether the action is brought in contract, tort, statutory claim or any other theory of liability, shall be subject to litigation as the final mode of dispute resolution. Exclusive venue for litigation of any disputes rests exclusively in the Circuit Court for St. Lucie County, Florida. As an express condition precedent to litigation all litigation shall be subject to non-binding mediation to be conducted within ninety (90) days of the dispute arising. The parties shall mutually select a qualified mediator, and failing accord, a mediator shall be appointed by the American Arbitration Association and mediation shall be conducted in accordance with its rules, costs and fees to be split equally by the parties.

40. **SUBSERVIENCE.**

A. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by SFS hereunder shall in all respects be subordinate to the MLB Rules and Regulations and the Minor League Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations or the Minor League Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which County is granted rights is limited to, and nothing herein shall be construed as conferring on County rights in areas outside of, the Spring Training territory of the New York Mets as established and amended from time to time. No rights,

exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

B. The following defined terms apply to this Section 40:

“Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

“Major League Baseball Club” or “Major League Club” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

“Major League Constitution” means the Major League Constitution as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Baseball Clubs..

“MLB Approval” means, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Entity” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, on behalf of the National Association (the “Professional Baseball Agreement”), (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

“MLB Rules and Regulations” means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB

Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

“BOC” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

“Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“Minor League Rules and Regulations” means (a) the National Association Agreement and the Constitution and Bylaws of each Minor League as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into, and (b) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, each Minor League or the National Association as in effect from time to time.

“National Association” shall have the meaning ascribed to it in the Professional Baseball Agreement.

“National Association Agreement” means the Constitution and By-Laws of the National Association.

“Minor League” shall mean each Minor League (as that term is defined in the Major League Rules) of which a Minor League Club (as that term is defined in the Major League Rules) that plays its home games at the Sports Complex is a member or to which such a Minor League Club otherwise belongs.

“Person” means any individual, corporation, partnership, association, limited liability company, joint venture, trust, estate, joint stock company or other similar organization, government or political subdivision thereof, or any other person or entity, including, without limitation, the Major League Baseball Clubs, the Commissioner, the BOC, and each other MLB Entity.

#### **41. PUBLIC RECORDS RETENTION**

SFS shall comply with the requirements of Section 119.0701 of the Florida Statutes with respect to all services provided to County under this Agreement, including but not limited to the following:

1. Keep and maintain public records required by the County to perform the services.

in possession of the contractor or keep and maintain public records required by the County to perform the service. If SFS transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. SFS keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF SFS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement on dates so indicated, as follows.

**ATTEST:**

\_\_\_\_\_  
**DEPUTY CLERK**



**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
**CHAIRMAN**

Date signed: January 24, 2017

**APPROVED AS TO FORM AND  
CORRECTNESS:**

BY: \_\_\_\_\_  
**COUNTY ATTORNEY**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
**Witnesses**

**STERLING FACILITY SERVICES, L.L.C.,  
a New York limited liability company**

BY: \_\_\_\_\_

Name: Paul Taglieri

Title: Vice President

Date signed: January 24, 2017

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24 day of JANUARY 2017, by Chris Dzadovsky as SLC BOCC Chairman of St. Lucie County



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24 day of January 2017, by Paul Taglieri, as Vice President of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

## TABLE OF EXHIBITS

<u>Exhibit A</u>	<u>Stadium and Related Training Facilities</u>
<u>Exhibit B</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit C</u>	<u>County Contributions to Additional Improvements Fund</u>
<u>Exhibit D</u>	<u>Description of the New Improvements</u>
<u>Exhibit E</u>	<u>Architect's Contract Requirements</u>
<u>Exhibit F</u>	<u>Final Plans and Specifications</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements</u>
<u>Exhibit H</u>	<u>New Improvement Schedule</u>
<u>Exhibit I</u>	<u>New Debt Service Schedule</u>
<u>Exhibit J</u>	<u>2011 Debt Service Schedule</u>
<u>Exhibit K</u>	<u>Club and County office facilities</u>
<u>Exhibit L</u>	<u>Maintenance Specifications</u>
<u>Exhibit M</u>	<u>County Advertisements</u>
<u>Exhibit N</u>	<u>Business Parking Area</u>
<u>Exhibit O</u>	<u>Process For Awarding Subcontracts</u>





EXHIBIT "A" ACKNOWLEDGED AND APPROVED:

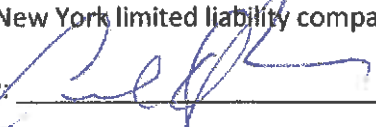
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzado

Title: Chairman

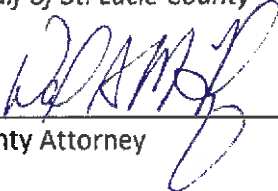
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney

**EXHIBIT B**

**DESCRIPTION OF  
REAL PROPERTY ON WHICH SPORTS COMPLEX RESIDES**

**LEGAL DESCRIPTION OF STADIUM PARCEL PROVIDED BY COUNTY**


A Parcel of land lying in sections 23 and 26, Township 36 South, Range 39 East, St. Lucie County, Florida, particularly described as follows (the "Land"):


Commence at the Northeast corner of Section 24, Township 36 South, Range 39 East; thence run North 89°44'41" West along the North line of said Section 24 a distance of 5282.95 feet to the Northwest corner of said Section 24; thence run Southeasterly along the arc of a curve, concave to the Northeast, with radius of 1273.24 feet, and central angle of 31°40'04", and chord bearing of South 15°49'29" East a distance of 703.73 feet to a point of tangency; thence run South 31°39'31" East a distance of 314.70 feet to a point of curvature; thence run Southeasterly along the arc of a curve, concave to the Southwest, with radius of 1096.22 feet and central angle of 28°35'55" a distance of 547.17 feet to a point of tangency; thence run South 03°03'36" East a distance of 292.82 feet; thence run South 86°56'24" West a distance of 638.79 feet to a point of curvature; thence run Southwesterly, along the arc of a curve, concave to the Southeast, with radius of 2864.79 feet and central angle of 47°43'22" a distance of 2386.14 feet; thence run South 50°46'58" East a distance of 60.00 feet to the point of beginning; thence run South 50°25'05" East a distance of 982.20 feet; thence run South 29°08'31" East a distance of 1077.84 feet; thence run South 03°20'05" East a distance of 1328.73 feet; thence run Westerly along the arc of a curve, concave to the Southwest with a radius of 3858.28 feet and Central angle of 17°44'58" a distance of 1195.24 feet to a point of tangency; thence run South 81°00'24" West a distance of 624.60 feet to a point of curvature; thence run Northwesterly along the arc of a curve, concave to the Northeast, with radius of 25.00 feet and Central angle of 90°00'00" a distance of 39.27 feet to a point of tangency; thence run North 08°59'36" West a distance of 770.72 feet to a point of curvature; thence run Northeasterly along the arc of a curve, concave to the Southeast, with radius of 2804.79 feet and central angle of 48°12'38" a distance of 2360.04 feet to the point of beginning. Containing 100.00 acres.

EXHIBIT "B" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: Chris Dzadzovsky  
Title: Chairman

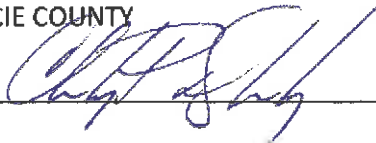
By:   
Print Name: Paul Taglieri  
Title: Vice President

**EXHIBIT C**  
**County Contributions to Additional Improvements Fund**

<b>Year</b>	<b>Amount</b>
1 through 4	\$0
5	\$1,000,000
6 and 7	\$200,000 each year
8 and 9	\$250,000 each year
10	\$1,000,000
11 through 14	\$300,000 each year
15	\$1,500,000
16 through 19	\$300,000
20	\$2,000,000
21 through 24	\$300,000 each year
25	\$0
<b>Total</b>	<b>\$10,000,000</b>

EXHIBIT "C" ACKNOWLEDGED AND APPROVED:

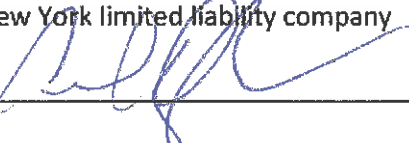
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzadoovsky

Title: Chairman

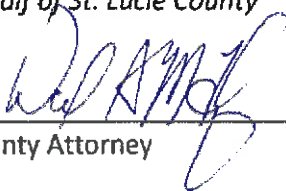
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney

**EXHIBIT D**

**DESCRIPTION OF THE NEW IMPROVEMENTS**

**Training Facilities:**

- New full-size practice field with artificial turf
- New specialty training fields
- Upgraded batting cages
- Upgraded Minor League clubhouse facilities

**Stadium Renovation:**

- Expanded Main Concourse with outfield walkway (360-degree connection)
- Expanded and upgraded vertical circulation
- New Main Concourse concession stands and restrooms
- Renovated Home and Visiting Team clubhouses
- Renovated support facilities including commissary, ticketing offices, and team store

**Additional Upgrades:**

- Renovated fan and player walkways throughout the Complex
- Improvements to landscaping, wayfinding signage, and graphics
- Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium
- Additional playing fields for youth baseball and softball
- Upgrade elevator mechanical equipment as identified in the design phase
- Asphalt parking resurfacing/stripping
- Various roof replacement/repair as identified in the design phase
- Washer/Dryer replacement @ 5 each
- Safety railings for aisles
- Seat replacement for those seats needing replacement
- HVAC for existing facility and new expansion as determined in the design phase
- Ice machine and cooler replacements (all)

The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). The New Improvements will also include other improvements to the Sports Complex that are mutually agreed upon by the parties.

**EXHIBIT "D" ACKNOWLEDGED AND APPROVED:**

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY**

By: 

Print Name: Chris Deadorovsky

Title: Chairman

**STERLING FACILITY SERVICES, L.L.C.**

By: 

Print Name: Paul Taglieri

Title: Vice President

## EXHIBIT E

### ARCHITECT'S ADDITIONAL CONTRACT REQUIREMENTS

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the New Improvements and notify County and SFS in writing of observed deficiencies in the Work being performed and deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

The Architect will perform, and ensure its subconsultants perform, all services in accordance with the professional standard of care governing architects working on projects of the same scale and complexity, in the same geographic market, as the New Improvements.

The Architect will monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$5 million per occurrence/\$5 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to,



exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

- iii. Products and Completed Operations in the minimum amount of \$5,000,000.00.

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5million annual aggregate.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:

Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

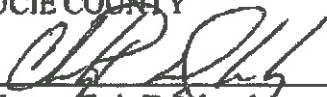
e) Notice of Cancellation (All Coverages) – 30 days

SFS shall negotiate a contract with the selected Architect with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form that generally accords with


AIA Document B101 Contract and A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

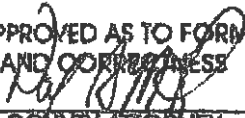
EXHIBIT "E" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: PAUL TAGLIERI  
Title: VICE PRESIDENT

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

## EXHIBIT G

### CONTRACTOR'S ADDITIONAL CONTRACT REQUIREMENTS

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and specifications, and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed by and under the supervision and control of a Florida licensed general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events, with a reasonable liquidated damages clause for inexcusable delays; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

All warranties for the Work, including manufacturer and sub-trade warranties, shall jointly be issued to and for the benefit of, SFS and County. SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$10 million per occurrence/\$10 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to, exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.
- iii. Products and Completed Operations in the minimum amount of \$10,000,000.00.

iv. Required limits of coverage may be satisfied in conjunction with an excess policy

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5 million annual aggregate.
- ii. The PL requirement is mandatory for contracts where the delivery method is Construction Management at Risk, or where the Contract requires Preconstruction Services to be performed by Contractor; the PL requirement is discretionary if any other delivery method is employed.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:


Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 Days


SFS shall negotiate a contract with the selected Contractor with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form with the AIA Document applicable to the chosen delivery method and basis of compensation, including the A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

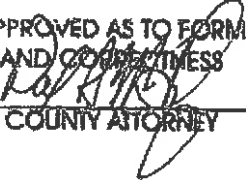
EXHIBIT "G" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: Paul Taglieri  
Title: Vice President

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

**EXHIBIT J**  
**2011 DEBT SERVICE SCHEDULE**

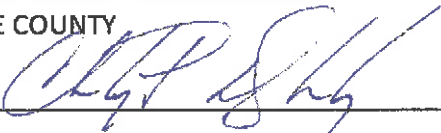
<b>Period Ending</b>	<b>Series 2011B Debt Service (refinanced 2003C)</b>	<b>Series 2011A Debt Service (refinanced 2003)</b>	<b>Series 2011A Debt Service ("New Money")</b>	<b>Total Debt Service Payment</b>
5/1/2012	\$28,324.41	\$44,520.12	\$34,835.45	\$107,779.98
11/1/2012	\$119,163.00	\$267,979.25	\$209,802.75	\$596,945.00
5/1/2013	\$22,590.75	\$35,253.75	\$27,669.75	\$85,514.25
11/1/2013	\$127,590.75	\$275,253.75	\$217,669.75	\$620,514.25
5/1/2014	\$20,853.00	\$32,409.75	\$25,418.25	\$78,681.00
11/1/2014	\$130,853.00	\$277,409.75	\$220,418.25	\$628,681.00
5/1/2015	\$19,032.50	\$29,506.50	\$23,107.50	\$71,646.50
11/1/2015	\$129,032.50	\$279,506.50	\$223,107.50	\$631,646.50
5/1/2016	\$17,212.00	\$26,544.00	\$20,737.50	\$64,493.50
11/1/2016	\$132,212.00	\$281,544.00	\$220,737.50	\$634,493.50
5/1/2017	\$15,308.75	\$23,522.25	\$18,367.50	\$57,198.50
11/1/2017	\$135,308.75	\$288,522.25	\$223,367.50	\$647,198.50
5/1/2018	\$13,322.75	\$20,382.00	\$15,938.25	\$49,643.00
11/1/2018	\$138,322.75	\$290,382.00	\$225,938.25	\$654,643.00
5/1/2019	\$11,254.00	\$17,182.50	\$13,449.75	\$41,886.25
11/1/2019	\$141,254.00	\$292,182.50	\$228,449.75	\$661,886.25
5/1/2020	\$9,102.50	\$13,923.75	\$10,902.00	\$33,928.25
11/1/2020	\$139,102.50	\$298,923.75	\$230,902.00	\$668,928.25
5/1/2021	\$6,951.00	\$10,546.50	\$8,295.00	\$25,792.50
11/1/2021	\$141,951.00	\$300,546.50	\$233,295.00	\$675,792.50
5/1/2022	\$4,716.75	\$7,110.00	\$5,628.75	\$17,455.50
11/1/2022	\$144,716.75	\$302,110.00	\$240,628.75	\$687,455.50
5/1/2023	\$2,399.75	\$3,614.25	\$2,844.00	\$8,858.00
11/1/2023	\$147,399.75	\$308,614.25	\$242,844.00	\$698,858.00

The column above headed "Series 2011A Debt Service ("New Money")" intentionally shows the debt service payments for only \$2,515,000.00 of the principal of the Series 2011A Bond. The balance



EXHIBIT "J" ACKNOWLEDGED AND APPROVED:

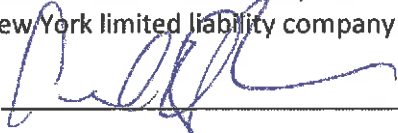
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By: 

Print Name: Chris Dzadoovsky

Title: Chairman

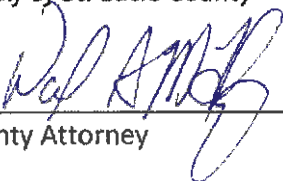
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By: 

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
County Attorney

**EXHIBIT "L"**

**CLEANING SPECIFICATIONS  
ADMINISTRATIVE OPERATIONS  
EXTERIOR COMMON GROUNDS**

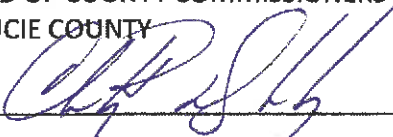
St. Lucie County Sports Complex

SEASON: Non-Game Day/Off-Season  
INTENSITY: Ballpark Standard

Activity	Daily	Weekly	Monthly	Quarterly	Other
<b>DAY SERVICES</b>					
Police sidewalks and parking areas to insure there are no unsightly concerns.	✓				
Remove food and trash as necessary.	✓				
Clean spills and contamination as it occurs.	✓				
Sweep and remove abrasive materials off of concrete.	✓				
Remove any debris that may cause obstructions and/or safety concerns.	✓				
<b>LANDSCAPING</b>					
Collect and remove debris related materials on the sidewalk and plaza area	✓				
<b>WASTE REMOVAL</b>					
Empty and clean all waste receptacles and remove collected waste and place into designated areas.	✓				
Clean exterior and interior of trash cans.	✓				
No trash bags will be placed or dragged on any flooring. Janitorial personnel will utilize trash collection bins which must have waterproof liners to ensure that no spillage to floor occurs.	✓				
<b>HIGH PROFILE ACCESS AREAS</b>					
<i>Certain areas of St. Lucie County Sports Complex and related property will be considered high profile access areas. These areas are defined on attached site plan.</i>					
Cleaning of High Profile Access area will include those instructions set forth for general Exterior Cleaning with the following additional responsibilities.					✓
Clean all specialty brickwork, making to sure to remove any gum or foreign material from bricks' surfaces.					✓
Power wash all High Profile Access Area surfaces using high pressure, high intensity cleaning equipment, according to schedule approved by Management.					✓

EXHIBIT "L" ACKNOWLEDGED AND APPROVED:

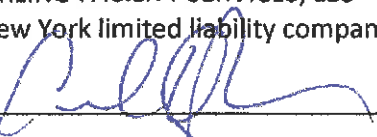
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzado

Title: Chairman

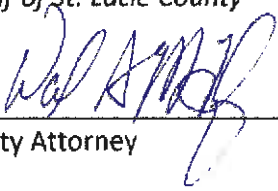
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney

**EXHIBIT M**  
**Advertising Services**

New York Mets - Citi Field

- One full page ad in Mets Yearbook promoting Port St. Lucie Tourism
- One full page ad in six editions of Mets magazine promoting Port St. Lucie Tourism
- Two (2) signs promoting Port St. Lucie Tourism, each measuring approximately 48" x 72", located on the walls of the concourses on various levels at Citi Field
- The opportunity for the County to promote Port St. Lucie Tourism at one table on the field level concourse at Citi Field during each of three (3) mutually agreed upon Mets regular season games at Citi Field during each year of the Term. The manner, time, location and duration of each tabling opportunity shall be determined by the Mets. All materials distributed by the County shall be subject to the prior approval of the Mets.
- A total of two minutes and thirty seconds of advertising time promoting Port St. Lucie Tourism on the Citi Field closed-circuit television programming during each Mets regular season home game during the Term, which may include full screen static advertisements, L-wrap advertisements, :15 commercials or :30 commercials as mutually agreed upon by the parties. The County will produce its advertisements at its sole expense.
- Minimum of four advertisements promoting Spring Training on Mets digital media
- Dedicated page on Mets.com promoting Mets Spring Training
- Four weeks on digital highway marquee promoting Port St. Lucie Tourism
- Pre-game announcement promoting Port St. Lucie Tourism on Citi Vision during all Sunday home games during the Term
- iBeacon messaging promoting Port St. Lucie Tourism during three (3) Mets regular season games each season
- One live drop in promoting Port St. Lucie Tourism during each Spring Training radio broadcast during the Term

The right for the County to depict the name and "Skyline" logo of the Mets in print material and radio and television advertisements promoting Port St. Lucie Tourism, subject to the conditions set forth below.

- (a) The County's rights are specifically limited to the Term and to the Mets Home Television Territory, as may be amended. The current Home Television Territory is shown on Exhibit A (see attached).
- (b) Use of the Mets name and logo shall be subject to the prior written approval of the Mets in each instance, not to be unreasonably withheld, and to any rules, regulations, agreements, or guidelines of the MLB Entities, as may be amended.
- (c) All materials containing the Mets name or logo must be submitted to the Mets for its prior written approval, not to be unreasonably withheld.
- (d) The County shall indemnify, hold harmless and defend Sterling Mets, L.P. and its affiliates from and against any and all actions, claims, demands, liabilities, damages or expenses (including reasonable attorneys' fees) arising out of the County's use of the Mets name or logo.
- (e) Nothing herein shall be construed to convey to the County any rights in the Mets trademarks, except as expressly granted herein.

**ATTACHMENT 1**

**METS HOME TELEVISION TERRITORY**

State of New York

State of Connecticut

State of New Jersey, except for the following counties:

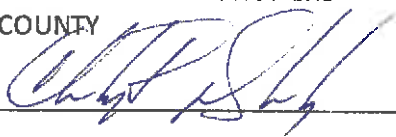
Atlantic	Gloucester
Burlington	Mercer
Camden	Salem
Cape May	Cumberland

The following counties in the State of Pennsylvania:

Carbon	Pike
Columbia	Schuylkill
Lackawanna	Snyder
Luzerne	Sullivan
Lycoming	Susquehanna
Montour	Union
Northumberland	Wayne
Monroe	Wyoming

EXHIBIT "M" ACKNOWLEDGED AND APPROVED:

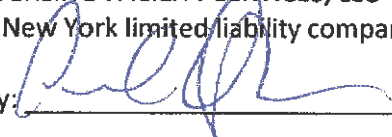
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzadoovsky

Title: Chairman

STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

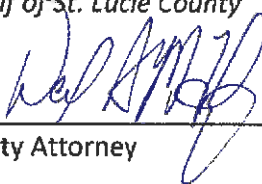
  
\_\_\_\_\_  
County Attorney



EXHIBIT "N"

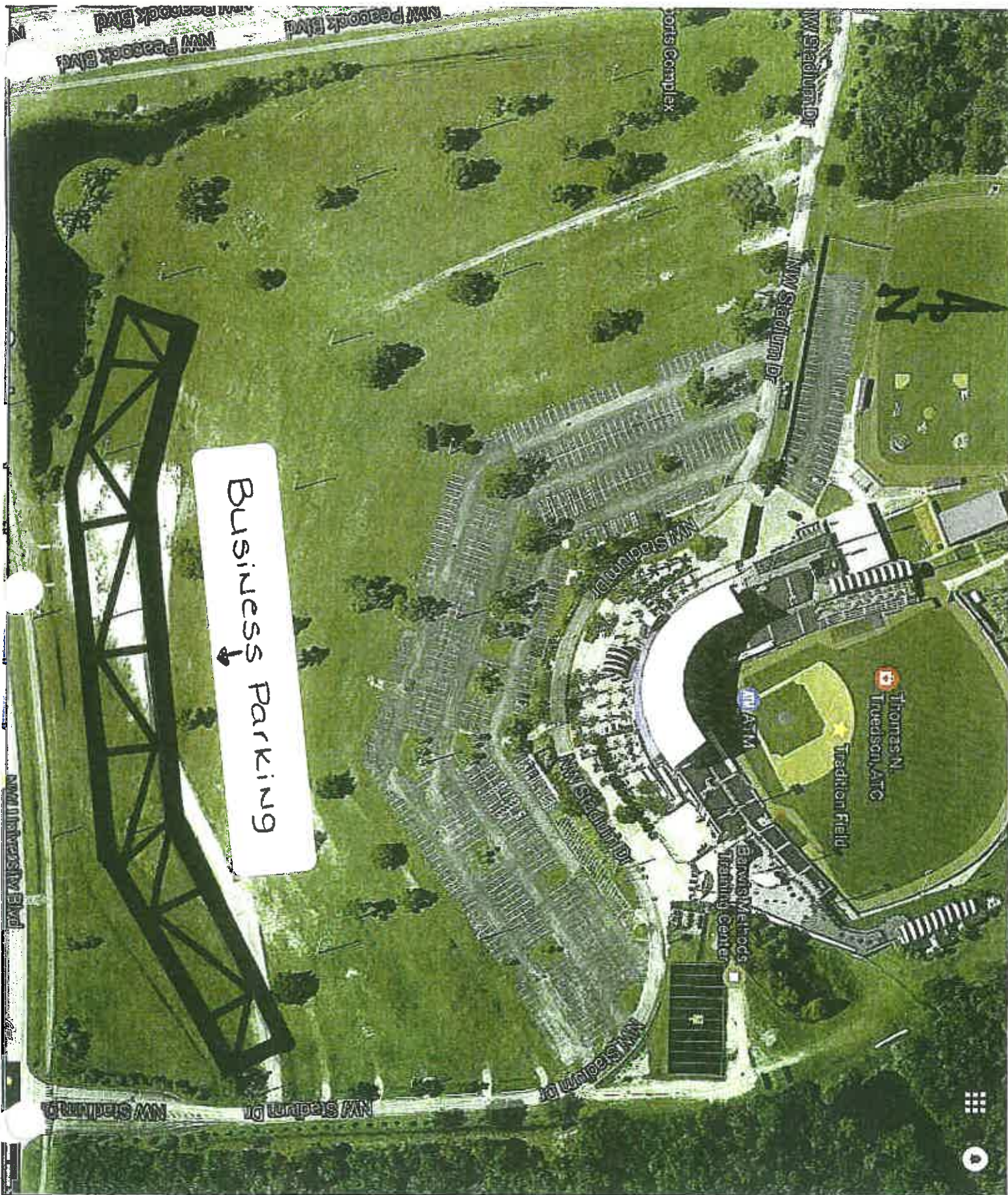
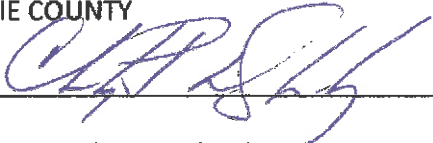




EXHIBIT "N" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzadovsky

Title: Chairman

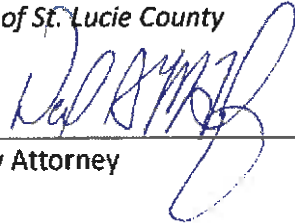
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney



**Exhibit "O"**  
**Procurement of Subcontracts**

Following execution of this Facilities Use Agreement, County and FUA will cooperatively develop, seeking input from the Architect and Contractor selected per the terms hereof, a competitive and open procurement process for the procurement of all trade contractor work and supplies, which meets the following minimum requirements:

- SFS shall schedule and coordinate an advertised, public outreach meeting to brief the local and minority small business community on the project and opportunities. This outreach can be prior to or coordinated with the public advertisement and pre-submittal conference for the Contractor, and once selected the Contractor shall be required to schedule and coordinate a follow-up public outreach meeting. SFS and Contractor shall use good faith commercially reasonable efforts to foster local and minority business participation and specialty trade apprenticeship opportunities in accordance with the County's Apprenticeship Program (see attached) on the 2016 Improvements.
- Contractor shall establish a prequalification list or plan list of interested parties, so that these subcontractors and suppliers get early notice of all trade packages available for bid or proposal. Prequalification criteria and forms shall be subject to review and approval by SFS and County.
- Advertise for competitive bids or proposals on all trade packages exceeding \$500,000. Packaging of trade work shall be in a manner that fosters participation of local and small business and specialty trade apprenticeship opportunities. SFS and Contractor shall not unreasonably break up related trade package work in order to avoid the competitive procurement threshold.
- Lowest, qualified bidder is the presumptive basis for award unless a best-value approach is justified and approved by County. SFS will tabulate and level all bids for County consideration.
- SFS and Contractor will use good faith commercially reasonable efforts to obtain a minimum of 3 bids or cost proposals on all packages under the \$500,000 competitive procurement threshold. SFS and Contractor capped at direct or limited competition procurements at 5% of GMP.
- All subcontract awards exceeding \$300,000 shall comply with the County's Apprenticeship Program.
- All subcontract awards and contract terms shall be subject to review and approval by SFS, and any above the \$500,000 threshold, shall be subject to review and approval by County.


- **SFS and Contractor shall involve and include County's Program Manager in all decisions and meetings regarding the packaging and procurement of all work, including according the Program Manager a reasonable opportunity to review and comment on all packages prepared for bid and all bid tabulation or bid leveling charts, before final award decisions are made.**

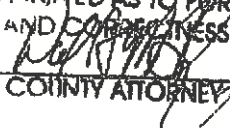
EXHIBIT "O" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: Paul Taglieri  
Title: Vice President

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

Apprenticeship Program Requirements:

Contractors shall be required to comply with the County's Apprenticeship Program, as follows:

- A. On County-funded construction projects which exceed \$300,000, twenty percent (20%) of laborers working in a specialty for which there are apprentice programs registered with the County shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship Programs which are located in St. Lucie, Martin, Indian River or Okeechobee Counties and which are registered with the County.
- B. A County-registered apprenticeship program is one which has registered with the County and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in St. Lucie, Martin, Indian River or Okeechobee Counties.
- C. Unless the apprenticeship requirement is waived by the County, the failure of the Contractor to demonstrate compliance with this requirement shall result in the Contractor's bid being deemed nonresponsive.
- D. The apprentice requirement may be waived or modified with the recommendation of the County Administrator, and appeal to the Board of County Commissioners:
  1. Upon request of the contractor, if the contractor can demonstrate that the required apprentices are not available despite a good faith effort on the contractor's part; or
  2. Upon request of the contractor, if the contractor demonstrates that the available apprentices are not sufficient to meet the required 20% and the contractor commits to utilizing a specific percentage of apprentices who are available; or
  3. If the County determines it is in the best interest of the County to waive such requirement based on potential savings of money and time or grant requirements.
- E. The agreed upon percentage and type of apprentices will be included as a requirement of the construction contract. Failure to meet the terms of the apprenticeship requirements may result in the contractor being found in breach of the contract and subject to possible monetary sanctions.



ITEM NO. (ID # 5356)

DATE: 07/10/2018

AGENDA REQUEST

\*REGULAR AGENDA\COUNTY ATTORNEY

**TO:** Board of County Commissioners

**PRESENTED BY:** Daniel S. McIntyre, County Attorney

**SUBMITTED BY:** County Attorney

**SUBJECT:** First Amendment to Amended and Restated Facilities Use Agreement between the SFS (N.Y. Mets) and St. Lucie County; Stadium Renovation Plans by Ewing Cole (Architecture)

**BACKGROUND:**

The County entered into an agreement with the New York Mets in June, 1986 to train and play major league spring training games in St. Lucie County. The first spring training game was played in March, 1988. The term of its original agreement was 15 years. In 2003 the parties entered into a new agreement that extended the term through 2018. In 2011 the term was extended further through 2023.

On November 15, 2016 the Board approved a new Facilities Use Agreement with the Mets that extended the term through 2042, which also included terms for the renovation and improvement of the Tradition Field Sports Complex. The Board's approval of the Agreement was subject to the approval by the State of Florida of funding for the stadium renovations in the amount of \$20,000,000.00 over a period of 20 years. Shortly after the Board's approval of the Agreement, County staff submitted an application to the State of Florida Department of Economic Opportunity (DEO).

On December 20, 2016, DEO sent the County Administrator a letter with enclosures (copy attached) requesting certain information and requesting that the County adopt and sign an Addendum similar to the Addendum approved by the Tampa Sports Authority, Hillsborough County and the New York Yankees which was attached to the December 20 letter. On January 10, 2017 the Board approved a draft Addendum to the November 15, 2016 Facilities Use Agreement which is similar to the New York Yankees Addendum.

On January 24, 2017, the Board approved an Amended and Restated Facilities Use Agreement with SFS. This Agreement incorporated changes requested by DEO and Major League Baseball as well as changes negotiated with SFS. Shortly thereafter, on March 17, 2017 the DEO certified the Sports Complex Project. The parties subsequently executed a Spring Training Program Agreement on March 28, 2017.

On June 29, 2017, the County issued non-ad valorem bonds to establish the \$55,000,000.00 project fund. At that time, the project funds were deposited into an interest bearing account. A separate fund has

been established to account for the project funds and the interest earned on the project funds. As of July 6, 2018, \$3,974,490.26 has been spent on pre-construction costs and \$732,523.36 in interest has been earned leaving a balance of \$51,758,033.10.

On September 5, 2017, following a competitive procurement process, the Board approved SFS' agreement with Ewing Cole, Inc. to provide architectural services for the Project. On January 9, 2018, the Board approved a contract amendment with Ewing Cole, Inc. The Board also approved an award of the Construction Manager at Risk Services to Barton Malow Company on November 7, 2017.

### Subsequent Events:

Subsequent to the approval of their contract, Ewing Cole prepared conceptual and design plans for the Project. Unfortunately, the independent cost estimates (by Barton Malow and HPM) for the design prepared by Ewing Cole exceed the amount budgeted for the Project. The County was first made aware of the problem in March of this year.

During the past several months, the County and SFS have been working in good faith to resolve the issues so that the Project can proceed within the established budget. Those discussions have resulted in the attached First Amendment to the Amended and Restated Facilities Use Agreement. A summary of the draft First Amendment follows:

- The following improvements will be included in the Project and cannot be dropped from the Program without the County's consent:
  - a. 360 ° Concourse (reduced per party discussions)
  - b. New 2 stop elevator
  - c. New entry and Vomitory
- The County will use up to \$1.2M from bond interest to pay for additional work designated by the County, as follows: safety railings for aisles, existing elevator renovation, upgrade staff maintenance building and finish county office space and new seating, including any related drawings, CM fees or other fees associated with those items, and other items identified in the CIP. The County will control the budget or pay any overage in its discretion. SFS will direct Barton Malow to perform this work. To the extent the County intends to do work on its own (as opposed to adding work to the project) the work will be performed in accordance with a mutually agreed upon schedule to ensure that all work being conducted at the building can be done in the most efficient manner.
- The County will use up to \$1M in bond interest for the relocation/construction of the softball fields. To the extent there is less than \$1M of interest, the County may reduce its Year 5 improvement fund payment to SFS to make up the difference. The County will begin repayment of the amount taken from the SFS additional improvement fund on March 1 of Year 6 with annual payments of \$100,000.00 into the fund each March 1 until the full amount taken is replaced. By way of example, if only \$800,000.00 of interest remains for the softball fields, the County will reduce its Year 5 additional improvement fund payment to SFS by \$200,000.00 and would pay such amount back to the SFS fund with additional \$100,000.00 fund payments on March 1 in each

of Years 6 and 7. All bond interest funds in excess of the amount used by the County as set forth in #2 and #3 (i.e., up to \$2.2M) shall be added to the project budget.

County staff is proposing to relocate the softball fields based on input from Rick Hatcher of the Treasure Coast Sports Commission. According to Mr. Hatcher to be successful in attracting elite softball teams, a complex must have at least 4 fields with direct parking access. Due to existing site limitations, the St. Lucie County Sports Complex cannot accommodate these needs. If the Board determines to support the proposed relocation, County staff intends to investigate alternate locations and identify partners to proceed with the softball complex.

- The County will be able to spend budgeted capital repair funds (i.e. \$200,000.00 per year) on capital repair items designated by the County. Expenditure of capital repair funds provided by SFS (i.e. \$75,000.00 per year) require approval by SFS and the County.
- There will be periodic account and true-up of interest accruals and expenditures.
- The County will review for approval plans submitted by Ewing Cole as of June 1, 2018 with the understanding that further revisions to the plans will be needed for some improvements referenced in the draft Addendum and to address comments made by HPM. Those additional plans will be subject to final review and approval by the Board.

**PREVIOUS ACTION:**

N/A

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

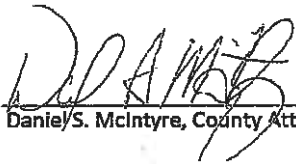
Staff recommends that the Board:

- Approve the First Amendment to the Amended and Restated Facilities Use Agreement subject to final review and approval by the County Attorney.
- Approve the plans submitted by Ewing Cole as of June 1, 2018, including all addenda, with the understanding that further revisions to the plans will be needed for some of the improvements referenced in the draft First Amendment and to address comments made by HPM. Those additional plans will be subject to final review and approval by the Board.

**COMMISSION ACTION:**

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Chris Dzadovsky, District No. 1  
**SECONDER:** Linda Bartz, District No. 3, Vice-Chair  
**AYES:** Hutchinson, Bartz, Dzadovsky, Bonna, Townsend

Coordination/Signatures



Daniel S. McIntyre, County Attorney

7/7/2018



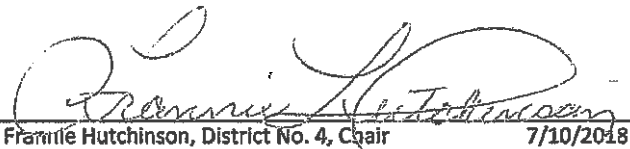
Jeffrey Bremer, Deputy County Administrator

7/8/2018



Jeffrey Bremer, Deputy County Administrator

7/9/2018



Franmie Hutchinson, District No. 4, Chair

7/10/2018



**FIRST AMENDMENT TO  
ST. LUCIE SPORTS COMPLEX  
AMENDED AND RESTATED FACILITIES USE AGREEMENT**

**THIS AMENDMENT** (“Amendment”), made and entered into in triplicate as of July 10, 2018, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (“County”), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company (“SFS”).

**WITNESSETH:**

**WHEREAS**, the County and SFS entered into an Amended and Restated Facilities Use Agreement for the St. Lucie County Sports Complex as of January 24, 2017 (as amended, the “FUA”); and

**WHEREAS**, the parties desire to enter into an amendment to the FUA on the terms herein contained.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

**1. AMENDMENT OF SECTION 4(B) OF THE FUA**

The FUA is hereby amended by deleting Section 4(B) thereof and replacing it with the following:

“B. The County shall establish an account in the name of the County, designated as the “Capital Repairs Fund” for Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund on March 1 during each year of the Term (the “County Capital Contributions”) and SFS shall pay the County \$75,000 on March 1 during each year of the Term (the “SFS Capital Contributions”), which amount the County shall deposit into the Capital Repairs Fund. The County Capital Contributions may be used by the County for Capital Repair Work designated by the County during the Term. The SFS Capital Contributions may be used for mutually agreed upon Capital Repair Work during the Term. The provisions of this Section 4.B shall not be construed in any way to limit the County’s obligation to perform all Capital Repair Work except to the extent any such Capital Repair Work is part of the work performed under Section 10.”

**2. AMENDMENT OF SECTION 10(A) OF THE FUA**

The FUA is hereby amended by deleting the second sentence of the second paragraph of Section 10(A) thereof and replacing it with the following:

“SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that (i) if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage and (ii) SFS shall not, without the prior written consent of

the County, remove the two-stop elevator, the 360 degree concourse (reduced in size as agreed upon by the parties and reflected in the attached schematic "Outfield Concourse Option C") or the new Stadium entryway and vomitory from the scope of the New Improvements as reflected in the Final Plans approved by the County."

3. AMENDMENT OF SECTION 10(C)(9)(f) OF THE FUA

The FUA is hereby amended by adding the following sentence to the end of Section 10(C)(9)(f):

"SFS shall comply with, and shall cooperate with the County in its efforts to comply with, the audit requirements set forth in the Spring Training Program Agreement between St. Lucie County and the State of Florida, Department of Economic Opportunity and attached hereto as Exhibit "P"."

4. AMENDMENT OF SECTION 10(C) OF THE FUA

The FUA is hereby amended by adding the following as Section 10(C)(10) thereof:

"10. Notwithstanding the requirements of Section 10(c)8 of the FUA, the parties anticipate that the New Improvement Bonds will accrue interest (the "Bond Interest") prior to expending the entirety of the New Improvements Budget. The County and SFS shall confer periodically while the New Improvements are being built to determine the amount of Bond Interest available. The Bond Interest shall be allocated as follows: (i) the first \$1,200,000 of Bond Interest shall be used by the County to pay for the following items designated by the County: replacement of Minor League facility roof, safety railings for aisles, existing elevator renovation, new Stadium seats, upgrade of County staff maintenance building, and finishing of County office space ("Designated County Improvements"), including any related drawings, CM fees or other fees associated with the Designated County Improvements, (ii) the next \$1,000,000 of interest shall be used by the County pay costs associated with the County's project to build softball fields (the "County Fields") in a location determined by the County (but not at the Sports Complex), and (iii) all Bond Interest, if any, in excess of (i) and (ii) shall be added to the New Improvements Budget. The County shall be responsible for all costs and expenses related to the Designated County Improvements, and the County may reduce the scope of the Designated County Improvements to stay within budget or pay any overage in its sole discretion. For the purpose of clarity, (i) the replacement of the Minor League facility roof, upgrade of County staff maintenance building, finishing of County office space, safety railing for aisles and existing elevator renovations will be paid for by the County as set forth in this paragraph but the work will be included in the Construction Contract and (ii) the remaining Designated County Improvements will be performed by the County or third-party contractors selected by the County. The County shall coordinate with SFS to ensure that all work on the Designated County Improvements does not interfere with work on the New Improvements. To the extent there is less than \$1,000,000 of Bond Interest available to the County for the County Fields, the County may reduce its Year 5 Additional Improvements Fund payment to SFS by the amount by which (a) \$1,000,000 exceeds (b) the amount of Bond Interest available to the County for the County Fields. The County will begin repayment of such amount to SFS on March 1 of Year 6 with annual payments of \$100,000 into the Additional Improvements Fund each March 1 until the full amount used by the County for the County Fields is repaid. By way of example, if only \$800,000 of Bond Interest is available for the County Fields, the County will reduce its Year 5 Additional Improvements Fund payment to SFS by \$200,000 and will pay such amounts back to the Additional Improvements Fund with additional \$100,000 payments on March 1 in each of Years 6 and 7."

5. Except as amended herein, the remaining terms and conditions of the FUA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above, as follows:

ATTEST:

\_\_\_\_\_  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
Chair

Date signed: \_\_\_\_\_

**APPROVED AS TO FORM AND  
CORRECTNESS:**

BY: \_\_\_\_\_  
County Attorney

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**STERLING FACILITY SERVICES, L.L.C.**  
a New York limited liability company

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_, as \_\_\_\_\_ of the St. Lucie County Board of County Commissioners.

Identification

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
Personally known \_\_\_\_\_ OR Produced

**STATE OF FLORIDA  
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by \_\_\_\_\_, as \_\_\_\_\_ of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.

Identification

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
Personally known \_\_\_\_\_ OR Produced

**EXHIBIT P**  
**Florida Department of Economic Opportunity Audit Provisions**

EXHIBIT "Q" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EDWARD MATTHEWS  
Parks and Recreation Director

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

ATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

PHONE  
(772) 462-1518

TDD  
(772) 462-1428

FAX  
(772) 462-3699

E-MAIL  
HEWSE@STLUCIECO.ORG

WEBSITE  
WWW.STLUCIECO.GOV

July 25, 2017

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #3:** A cost benefit analysis of the New York Mets Spring Training economic impact on St. Lucie County. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study except that its scope shall be limited to the impact on St. Lucie County. (This report should provide information related to the 2018 Major League Baseball Spring Training season).

- To demonstrate this impact, the following information has been compiled to capture the specific economic impact of Spring Training in Port St. Lucie. The methodologies provided are derived from the Major League Baseball Florida Spring Training Economic Impact Study Report published in June of 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc. During, of the 2018 New York Mets Spring Training season in Port St. Lucie, there were 17 games played. The total attendance was 93,647, and the total economic impact is estimated to be \$88,589,543.95.

## Economic Impact of the New York Mets Spring Training in Port St. Lucie, FL 2018

Utilizing the data and methodology in the “2009 Major League Baseball Florida Spring Training Economic Impact Study Report”, June 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc., the following represents the estimated Economic Impact to St. Lucie County just resulting from Direct Spending associated with the New York Mets Spring Training. Please note this does not include the impact to labor income and employment in St. Lucie County as result of Spring Training.

The attendees, for this purpose, are separated into five category types:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the New York Mets Spring Training.
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for Mets Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to St. Lucie County for another purpose, but included Spring Training activities.
- **Local:** These include all St. Lucie County residents.

Total attendance for the New York Mets Spring Training was **93,647**.

The results are as follows:

Approximately 23.12% are Out-of-State Primary Purpose	21,651
Number of Out-of State Parties (Average party size = 3 people)	7,217
Cumulative number of nights stayed (Average stay is 7.53 nights)	54,344
Average expense for out-of-area expenses (\$371.28 per party) per day *	20,176,840.32
Approximately 24.94% are Out-of-State Other Purpose	23,355
Number of Out-of State Parties (Average party size = 3.08 people)	7,582
Cumulative number of nights stayed (Average stay is 9.66 nights)	73,242
Average expense for out-of-area expenses (\$395.43 per party) per day *	\$28,962,084.06
Approximately 24.22% are Non-County Primary Purpose	22,681
Number of Non-County Parties (Average party size = 2.81 people)	8,071
Cumulative number of nights stayed (Average stay is .39 nights)	3,148
Average expense for out-of-area expenses (\$171.72 per party) per day *	\$540,606.04

Approximately 3.55% are Non-County Other Purpose	3,324
Number of Non-County Parties (Average party size = 2.68 people)	1,240
Cumulative number of nights stayed (Average stay is 3.36 nights)	\$4,166
Average expense for out-of-area expenses (\$314.00 per party) per day *	\$1,308,124
Approximate Number of Local Attendees	22,636.76
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50) *	\$1,131,800
<b>Estimated Total Direct Expenses by Attendees</b> *Total	<b>\$52,119,454.42</b>

Using the total direct expenses above, the indirect and induced effect was estimated using the multiplier provided in the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	Direct Spending	Indirect and Induced Spending	Total Economic Impact	Multiplier
<b>Out-of-State Primary Purpose</b>	\$20,176,840.32	14,123,788.22	34,300,628.54	1.7
<b>Out-of-State Other Purpose</b>	\$28,962,084.06	20,273,458.84	49,235,542.90	1.7
<b>Non-County Primary Purpose</b>	\$540,606.04	394,642.41	935,248.44	1.73
<b>Non-County Other Purpose</b>	\$1,308,124	902,605.56	2,210,729.56	1.69
<b>Local Attendees</b>	\$1,131,800	775,594.50	1,899,644.50	1.69
	52,119,454.42	36,470,089.53	88,589,543.95	

The total Economic Impact Direct Spending is estimated to be **\$88,589,543.95** as a result the **2018 New York Mets Spring Training**.



ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

MATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

PHONE  
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FAX  
(772) 462-3699

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WEBSITE  
WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** For those reporting periods which encompasses the Development Period, a list of all Contracts with an estimated cost greater than \$250,000 executed in furtherance of this agreement.

**Item #4:** Please note that to date no contracts, including those with an estimated cost greater than \$250,000 have been executed. There will be no renovations on the Project until April 2019.

Due to delays in reaching an agreement with the Architect, Ewing/Cole, no contract is in place at the time of this report. Contract should be in place during early September 2018. This contract, and all others, will be included in next year's annual report to the DEO.



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July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #5:** Written evidence that the County continues to meet the certification criteria in effect when the County was certified pursuant to section 228.11631, F.S. (2015).

- **11/17/2016** Letter from Mr. Tipton, County Administrator, regarding the St. Lucie County Sports Complex Spring Training Grant application for 20 million dollars towards new construction and renovations.
- Attached is the debt service schedule for the new improvements at the stadium. This does not include any refinancing of the debt from the previous improvements. As you can see, over the life of the Bonds, the County will pay \$81,581,916.11. \$1 million per year for the first 20 years is coming from the State and the remaining \$2.4 + million is coming from the County. Over the life of the bonds, approximately 24.5% will be repaid using State funding, and the remaining 75.5% is coming from the County. This shows that the County's financial commitments for the improvements exceeded the required 50% threshold.
- **3/17/2017** letter from Mr. Jim Poppell, Chief of Staff (DEO) **Decertification** of St. Lucie County.
- **3/17/2017** Agreement whereas the County applied for **Certification** under 288.11631, F.S. between the State of Florida Department of Economic Opportunity (DEO) and St. Lucie County.
- **3/17/2017** letter from Mr. Karl Blischke, Director Strategic Business Development (DEO), regarding Certification of St. Lucie County's Spring Training Facility.
- **4/10/2017** Spring Training Program Agreement between Florida Department of Economic Opportunity and St. Lucie County, Florida (C17-03-233).

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

KIM JOHNSON  
CHAIRMAN  
DISTRICT 5

CHRIS DZADOVSKY  
VICE-CHAIRMAN  
DISTRICT 1

TOD MOWERY  
DISTRICT 2

PAULA A. LEWIS  
DISTRICT 3

FANNIE HUTCHINSON  
DISTRICT 4

DAN MCINTYRE  
COUNTY ATTORNEY

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November 17, 2016

John Webb, Executive Director  
Florida Sports Foundation  
101 North Monroe, Suite 1000  
Tallahassee, FL 32301

RE: St. Lucie County Sports Complex Spring Training Grant

Dear Mr. Webb:

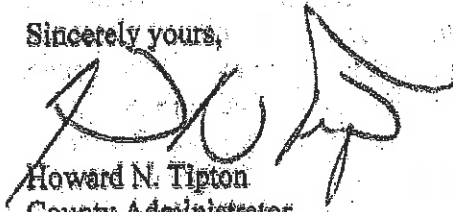
Enclosed please find the documents comprising St. Lucie County's application for a \$20 million dollar grant for new construction and renovations to the St. Lucie County Sports Complex (the "Complex"). If certified, the grant in conjunction with the County's commitment to issue \$60 million dollars in bonds backed primarily by the County's tourist development tax, \$55 million of which will go to Complex construction and renovations will guarantee the New York Mets organization will continue to occupy the Complex for its Major League Spring training base and other baseball activities for the next 25 years. The application consists of the following:

1. A copy of the agenda item approved by the St. Lucie County Commission November 15, 2016. The agenda item outlines the general terms of the agreement with the Mets and confirms the County will be responsible for 53% of all costs of the project, the Mets will be responsible for 35% and the State grant will cover the remaining 12% of the costs.
2. A copy of the deed from Thomas J. White Development Corporation to St. Lucie County conveying the real property on which the St. Lucie County Sports Complex is located.
3. A certified facilities use agreement between St. Lucie County and Sterling Facility Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets, which is subject to the State grant approval, guaranteeing the Mets will remain at the Complex through December 31, 2042 and be responsible for 12% of the total capital, and O and M costs of the project.
4. A compilation of Spring Training paid attendance statistics compiled by the Mets confirming that since 1999 paid annual attendance at Spring Training games has substantially exceeded 50,000 every year.

5. The St. Lucie County Ordinance(s) which confirm the county has levied and will continue to levy a tourist development tax pursuant to Section 125.0104, Florida Statutes to finance its portion of the project.
6. As discussed when representatives of St. Lucie County and the Mets met with you, representatives of the Department of Economic Opportunity and the Governor's Office, upon certification of this application, the current agreement with the Mets extending through 2023 will be automatically superseded per paragraph 2.B of the new agreement on its "Commencement Date".

Per the Major League Baseball Spring Training Funding Checklist provided by your office, I believe the application is in compliance with Section 288.11631, Florida Statutes. However, should you need additional information, please contact me directly.

Sincerely yours,



Howard N. Tipton  
County Administrator

cc: Dan McIntyre, Esquire  
Nicole Fogarty  
Terry E. Lewis, Esquire  
Katherine Morrison

**ORDINANCE NO. 16-018**

**AN ORDINANCE EXTENDING THE TERM OF THE FOURTH AND FIFTH CENT TOURIST DEVELOPMENT TAX IMPOSED BY ORDINANCE NO.'S 02-36, 03-12 AS PREVIOUSLY EXTENDED BY ORDINANCE 11-028. THE EXTENSION PROPOSED BY THIS ORDINANCE SHALL BE FROM DECEMBER 31, 2023 TO DECEMBER 31, 2041; AMENDING SECTION 42-148 "PLAN FOR TOURIST DEVELOPMENT" (g), (h), (i) AND (j) TO PROVIDE FOR USES AND EXPENSES OF THE FOURTH AND FIFTH CENT TOURIST DEVELOPMENT TAX AS EXTENDED BY ORDINANCE NO.'S 11-028 AND 16-018; FURTHER AMENDING SECTION 42-148 (j) TO DELETE REFERENCE TO A COVERED EQUESTRIAN ARENA; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE AND FOR TERMINATION AND CODIFICATION.**

**WHEREAS**, the Board previously adopted Ordinance Nos. 02-36 and 03-12 imposing the additional 4<sup>th</sup> cent and 5<sup>th</sup> cent tourist development taxes; and,

**WHEREAS**, the Board previously adopted Ordinance No. 11-028 extending the term of the Tourist Development Tax imposed by Ordinance No.'s 02-36 and 03-12 to December 31, 2023 unless extended; and

**WHEREAS**, further extending the levy and imposition of 4<sup>th</sup> and 5<sup>th</sup> cent tourist development taxes to December 31, 2041 for the purpose of paying debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in the State of Florida is in the best interest of the health, safety and welfare of the citizens of St. Lucie County.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of St. Lucie County, Florida:

**PART A. ARTICLE IV TOURIST DEVELOPMENT TAX OF CHAPTER 42 "TAXATION" OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, READS AS FOLLOWS:**

**Section 42-147 Levy.**

(a) Subject to the provisions of this article and Section 125.0104, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of five (5%) percent of each dollar and major fraction of each dollar of the total consideration charged for each lease or dollar and major fraction of each dollar of the total consideration charged for each lease or

rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months or less, unless such persons rents, leases, or lets for consideration of any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment for the consideration for such lease or rental.

**Section 42-148 Plan for Tourist Development.**

(a) Anticipated revenue: The tourist development tax shall be levied at a rate of five (5) percent of each dollar at the total consideration charged for leases and rentals subject to the tax. The anticipated net tourist development tax revenue to be derived by St. Lucie County for the twenty-four (24) months following the initial levy of the two cent (2¢) tax is six hundred twenty-four thousand dollars (\$624,000.00), less costs of administration as retained by the Florida Department of Revenue.

(b) Boundaries for tax district. The district in which the tourist development tax is levied shall include the entirety of St. Lucie County.

(c) Proposed uses of revenue of the two (2%) percent tax. The proposed uses of the tourist development tax revenue from the two (2%) percent tourist development tax in the order of priority, are first, to provide a sports stadium and related facilities in St. Lucie County, and second, to promote and advertise tourism in St. Lucie County.

(d) Expense allocation for two (2%) percent tax. The tourist development tax revenue from the two (2%) percent tourist development tax shall be allocated to providing a sports stadium and related facilities in St. Lucie County.

(e) Proposed uses of revenue for the first additional one (1%) percent tax imposed by Ordinance No. 87-82 effective January 1, 1988. The proposed uses of the tourist development tax revenue for the first additional one (1%) percent tourist development tax imposed by Ordinance No. 87-82 are to promote and advertise tourism in St. Lucie County.

(f) Expenses allocation for the first additional one (1%) percent tax imposed by

Ordinance No. 87-82 shall be allocated to promoting and advertising tourism in St. Lucie County.

(g) Proposed uses of revenue for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003 as extended by Ordinance No.'s 11-028 and 16-018. The proposed uses of the tourist development tax revenue for the second additional one (1%) percent tourist development tax imposed by Ordinance No. 02-36 as extended by Ordinance No.'s 11-028 and 16-018 shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(h) Expense allocation for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003 as extended by Ordinance No.'s 11-028 and 16-018. The tourist development tax revenue from the second additional one (1%) percent tourist development tax imposed by Ordinance No. 02-36 as extended by Ordinance No.'s 11-028 and 16-018 shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction and renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(i) Proposed uses of revenues for the third additional one (1%) percent tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018. The proposed uses of the tourist development tax revenue for the third additional one (1%) percent tourist development tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018 are to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(j) Expense allocation for the third additional one (1%) percent tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018. Sixty-seven (67%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex. The remaining thirty-three (33%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall only be allocated for capital facilities that promote tourism located in the St. Lucie County Fairgrounds and the area north of Midway Road. ~~Five hundred thousand and 00/100 (\$500,000.00) dollars plus interest of the remaining thirty-three (33%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall be allocated to contract a covered equestrian arena at the St. Lucie County Fairgrounds.~~ Since the imposition of the third additional one (1%) percent tax requires approval of a majority plus one of the membership of the Board of County Commissioners, the language concerning the expense allocation set out in this subparagraph shall not be modified except

upon approval by a majority plus one of the membership of the Board of County Commissioners.

**PART B. CONFLICTING PROVISIONS.**

Special acts of the Florida legislature applicable only to unincorporated areas of St. Lucie County. County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

**PART C. SEVERABILITY.**

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstance.

**PART D. APPLICABILITY OF ORDINANCE.**

This ordinance shall be applicable throughout St. Lucie County.

**PART E. FILING WITH THE DEPARTMENT OF STATE.**

The Clerk be and hereby is directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Department of State, The Capitol, Tallahassee, Florida, 32304.

**PART F. FILING WITH THE DEPARTMENT OF REVENUE.**

The County Attorney shall send a certified copy of this ordinance to the Department of Revenue, The Carlton Building, Tallahassee, Florida, 32301, within ten (10) days after approval of the Ordinance.

**PART G. EFFECTIVE DATE; TERMINATION.**

This ordinance shall take effect upon filing with the Secretary of State. The fourth cent (4<sup>th</sup> cent) and fifth cent (5<sup>th</sup> cent) tax imposed by Ordinance No.'s 02-36 and 03-12 shall be in effect until December 31, 2041, unless extended by the Board.

**PART H. ADOPTION.**

After motion and second, the vote on this ordinance was as follows:



Chairman Kim Johnson	AYE
Vice Chairman Chris Dzadovsky	AYE
Commissioner Tod Mowery	ABSENT
Commissioner Paula A. Lewis	AYE
Commissioner Frannie Hutchinson	AYE

**PART I. CODIFICATION.**

Provisions of this ordinance shall be incorporated in the County Code and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of this ordinance may be renumbered or relabeled to accomplish such intention; provided, however, that Parts B to I shall not be codified.

**PASSED AND DULY ADOPTED** this 15th day of November 2016.

ATTEST:

*men*  
Deputy Clerk



**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

BY: *Kim Johnson*  
Chairman

**APPROVED AS TO FORM AND  
CORRECTNESS:**

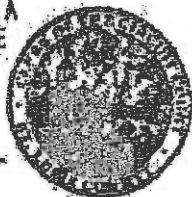
BY: *[Signature]*  
County Attorney

STATE OF FLORIDA  
ST. LUCIE COUNTY  
THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL.

JOSEPH E. SMITH, CLERK

By: *men*

Date: 11/15/16



**DEBT SERVICE SCHEDULE**

The following table sets forth the debt service schedule for the Series 2017 Bonds.

<u>Bond Year</u> <u>Ending</u> <u>October 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017		\$590,116.11	\$590,116.11
2018	\$1,125,000	2,309,150.00	3,434,150.00
2019	1,160,000	2,275,400.00	3,435,400.00
2020	1,205,000	2,229,000.00	3,434,000.00
2021	1,270,000	2,168,750.00	3,438,750.00
2022	1,330,000	2,105,250.00	3,435,250.00
2023	1,395,000	2,038,750.00	3,433,750.00
2024	1,465,000	1,969,000.00	3,434,000.00
2025	1,540,000	1,895,750.00	3,435,750.00
2026	1,615,000	1,818,750.00	3,433,750.00
2027	1,700,000	1,738,000.00	3,438,000.00
2028	1,785,000	1,653,000.00	3,438,000.00
2029	1,870,000	1,563,750.00	3,433,750.00
2030	1,965,000	1,470,250.00	3,435,250.00
2031	2,065,000	1,372,000.00	3,437,000.00
2032	2,170,000	1,268,750.00	3,438,750.00
2033	2,275,000	1,160,250.00	3,435,250.00
2034	2,390,000	1,046,500.00	3,436,500.00
2035	2,510,000	927,000.00	3,437,000.00
2036	2,635,000	801,500.00	3,436,500.00
2037	2,765,000	669,750.00	3,434,750.00
2038	1,925,000	531,500.00	2,456,500.00
2039	2,020,000	435,250.00	2,455,250.00
2040	2,120,000	334,250.00	2,454,250.00
2041	2,225,000	228,250.00	2,453,250.00
2042	2,340,000	117,000.00	2,457,000.00
<b>TOTAL</b>	<b>\$46,865,000</b>	<b>\$34,716,916.11</b>	<b>\$81,581,916.11</b>

**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

March 17, 2017

Mr. Leon M. Biegalski  
Executive Director  
Florida Department of Revenue  
P.O. Box 6668  
Tallahassee, FL 32314-6668

Dear Mr. Biegalski:

Re: Decertification of St. Lucie County

On December 31, 2006, St. Lucie County (County) was certified by the Governor's Office of Tourism, Trade, and Economic Development to receive \$7,914,766 over a 30 year period for under s. 288.1162, F.S. The first monthly payment (\$21,985.46) was issued by the Florida Department of Revenue (DOR) in March 2007.

In early 2016, the County approached the Florida Department of Economic Opportunity (DEO) in regards to seeking certification and funding for stadium renovations under s. 288.11631, F.S. Based on further communication with DEO and the Florida Sports Foundation, the County submitted an application for certification under s. 288.11631, F.S. in the fall of 2016. Pursuant to s. 288.11625(4)(e)3.(g), F.S., "A facility or beneficiary may not be the subject of more than one distribution under s. 212.20 at any time for any state-administered sports-related program, including s. 288.1162, s. 288.11621, s. 288.11631 or this section."

Therefore, the County has signed the attached agreement, prior to certification, stating that the distributions under s. 288.1162, F.S., will end and the County has satisfied all outstanding bonds associated with the project for which the County received its certification under s. 288.1162, F.S. As such, DEO is requesting that DOR immediately cease distributions to St. Lucie County under the original certification.

If you have any questions concerning this letter please contact Katherine Morrison Manager of Strategic Industry Partnerships, Division of Strategic Business Development at (850) 717-8973.

Sincerely,

Jim Poppell  
Chief of Staff

JP/km

Enclosures

cc: Howard N. Tipton, St. Lucie County ✓  
John Webb, Florida Sports Foundation

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax  
[www.floridajobs.org](http://www.floridajobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

## AGREEMENT

This Agreement ("Agreement") is made and entered into this 14 day of March, 2017, by and between the State of Florida Department of Economic Opportunity ("DEO") and St. Lucie County, a political subdivision of the State of Florida ("County"). DEO and County are collectively referred to herein as the "Parties."

**WHEREAS**, County has applied for certification under s. 288.11631, F.S., and

**WHEREAS**, County, and/or a spring training facility within County, was previously certified to receive \$7,914,766 under sections 212.20 and 288.1162, F.S., and has been receiving funding thereunder since March 2007, and

**WHEREAS**, County is not permitted to receive distributions under s. 288.11631, F.S., while it is receiving state distributions pursuant to s. 288.1162, F.S., and

**WHEREAS**, County has therefore agreed to relinquish its certification and prospective distributions under s. 288.1162, F.S., in order to be considered for certification under s. 288.11631, F.S.

**NOW THEREFORE**, in order for DEO to consider County for certification under s. 288.11631, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement shall become effective if and only if DEO certifies County to receive distributions pursuant to s. 288.11631, F.S., and shall become effective concurrently with DEO's issuance of a letter certifying County to receive such distributions ("effective date").
2. County hereby relinquishes its certification under s. 288.1162, F.S., and County is therefore decertified as a participant under that section.
3. County hereby relinquishes any distributions that County would be entitled to as a result of its certification under s. 288.1162, F.S. The Parties agree that County shall receive no further distributions pursuant to s. 288.1162, F.S.
4. County has ensured that all bonds issued in connection with the project for which County's spring training facility received a certification for pursuant to s. 288.1162, F.S., have been satisfied.
5. County agrees that it is estopped and precluded from challenging its decertification from s. 288.1162, F.S., or the cessation of distributions under that section and s. 212.20, F.S.
6. Each of the Parties has read and understands the terms of this Agreement, that it has been represented by counsel in the negotiation, execution, and delivery of this Agreement, and that it executes this Agreement voluntarily after consultation with counsel. Each of the Parties participated in the drafting of this Agreement. In the event of any ambiguity, the Parties agree that it shall not be construed against either of them.
7. This Agreement is a fully integrated agreement which sets forth the entire agreement and understanding of the Parties concerning the subject matter of this Agreement. This Agreement shall be binding upon the successors and assigns of the Parties and may not be waived, rescinded, cancelled, terminated, supplemented, amended, or modified in any manner without the prior written consent of both Parties.
8. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement. The Parties agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court

located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute on and the same instrument.

The undersigned Parties hereby acknowledge and agree to the terms and conditions of the foregoing Agreement on the date last executed below.

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Chairman

By: [Signature]  
Jim Poppell  
Chief of Staff

Date: March 14, 2017

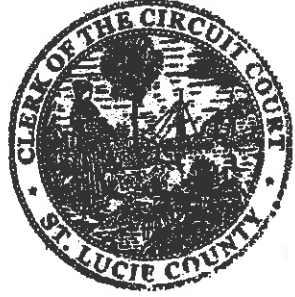
Date: 3/17/17

APPROVED AS TO FORM  
AND CORRECTNESS  
[Signature]  
COUNTY ATTORNEY

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY, SUBJECT TO FULL AND  
PROPER EXECUTION OF THE PARTIES  
OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Title Name: Interim General Counsel  
Name: David J. Buescher, Jr.  
Date: 3/16/17

ATTEST:  
[Signature]  
DEPUTY CLERK



Rick Scott  
GOVERNOR



Cissy Proctor  
EXECUTIVE DIRECTOR

March 17, 2017



Mr. Howard N. Tipton  
County Administrator  
St. Lucie County  
2300 Virginia Avenue  
Fort Pierce, FL 34982

Dear Mr. Tipton:

Re: Certification of St. Lucie County's Spring Training Facility

St. Lucie County (County) submitted an application for certification under section 288.11631, Florida Statutes (F.S.), to the Florida Sports Foundation (FSF) for initial review and evaluation. On November 29, 2016, the FSF President and CEO delivered the application to the Department of Economic Opportunity (DEO) and stated that the documentation submitted meets the criteria for funding as specified under section 212.20(6)(d)6.e., F.S. On January 25, 2017, DEO received the statutorily required certified copies of the County's Addendum and Amended and Restated Facilities Use Agreement with the New York Mets Major League Baseball team, as well as the additional statutorily required documentation requested in the December 20, 2016 letter.

We are pleased to inform you that DEO has determined the County is eligible to receive funding in the amount of \$83,333.00 monthly, for a period not to exceed 20 years. DEO will notify the Department of Revenue of the County's certification.

Receipt of funds under s. 288.11631, F.S. is contingent on all of the following:

- (1) The County's prospective distributions under s. 288.1162, F.S., will end.
- (2) The County must satisfy all outstanding bonds associated with the project for which the County received its certification under s. 288.1162, F.S.; and
- (3) The County must enter into an agreement with DEO, as required by subsection 288.11631(2)(c), F.S.

We look forward to working with you on the agreement. If you have any questions concerning this letter please contact Katherine Morrison Manager of Strategic Industry Partnerships, Division of Strategic Business Development at (850) 717-8973.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karl Blischke".

Karl Blischke

Director, Strategic Business Development

KB/km

cc: Leon M. Biegalski, Florida Department of Revenue  
John Webb, Florida Sports Foundation

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399

866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax

[www.floridajobs.org](http://www.floridajobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

C17-03-235

**SPRING TRAINING PROGRAM AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
ST. LUCIE COUNTY, FLORIDA**

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THE SPRING TRAINING FACILITY FUNDING AGREEMENT ("Agreement") Number SB17-007 is made and entered into by and between the State of Florida (the "State"), Department of Economic Opportunity ("DEO") and the ST. LUCIE COUNTY, FLORIDA (the "County"). DEO and the County are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Legislature of the State of Florida has created the Major League Baseball Spring Training Baseball Franchise Retention program under section 288.11631, Florida Statutes (F.S.) (the "Program"); and

**WHEREAS**, the Program is designed for the public purpose of constructing or renovating qualified spring training facilities within the State, in accordance with the criteria set forth in section 288.11631, F.S.; and

**WHEREAS**, the Legislature set aside specific funds reflected in section 212.20(6)(d)6.e., F.S. for certified applicants; and

**WHEREAS**, the County was certified under this program by DEO on March 17, 2017, for the County's Stadium Project (the planning, design, funding, and construction of the St. Lucie County Sports Complex, as defined in the Facilities Use Agreement entered into by the County and Sterling Facilities Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets, dated November 15, 2016, and as amended by that certain Amended and Restated Facilities Use Agreement dated January 24, 2017); and

**WHEREAS**, the County entered into a Spring Training Facility Lease and Use Agreement with the Sterling Facilities Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets (hereinafter "Spring Training Franchise") dated November 15, 2016, and as amended by that certain Amended and Restated Facilities Use Agreement dated January 24, 2017, (Collectively the "Spring Training Facility Lease and Use Agreement") for the use of St. Lucie County Sports Complex (Facility) for Major League Baseball spring training; and

**WHEREAS**, pursuant to subsection 288.11631(2)(c), F.S., DEO is directed to enter into an Agreement with any applicant certified under s. 288.11631, F.S.; and

**WHEREAS**, the purpose of this Agreement is to define the Parties' mutual rights, expectations, and responsibilities for the award of the designated funds based on the County's certification.

**NOW, THEREFORE**, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Parties, intending to be legally bound hereby, and incorporating the above recitals by this reference, agree as follows:

**1. NOTICES.**

(a) All notices and demands that are required or may be given pursuant to the terms of this Agreement shall be in writing at the following respective addresses:

**If to DEO:**

Florida Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street, MSC 80,  
The Caldwell Building  
Tallahassee, Florida 32399-0001  
Telephone: (850) 717-8973  
Facsimile: (850) 410-4770  
Email: [katherine.morrison@deo.myflorida.com](mailto:katherine.morrison@deo.myflorida.com)

**If to the County:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Fort Pierce, Florida 34982  
Telephone: (772) 462-1592  
Facsimile: (772) 462-2131  
Email: [tiptonh@stlucieco.org](mailto:tiptonh@stlucieco.org)

**With a copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 34982  
Telephone: (772) 462-1420  
Facsimile: (772) 462-1440  
Email: [MCIND@stlucieco.org](mailto:MCIND@stlucieco.org)

(b) All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be deemed to have been given:

- (1) when personally delivered,
- (2) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid),
- (3) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or
- (4) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

(c) Notices and demands, in each case to the respective Parties, shall be sent to the applicable address set forth in Section 1(a), unless another address has been previously specified in writing in accordance with this Section 1(b).



(d) The Parties may modify the notice address by delivering written notice of said modification to the other Party in accordance with Section 1(b) above.

(e) If the County has knowledge that it is unable to perform its obligations or unable to make use of any portion of the funds awarded herein, the County shall notify DEO within five business days.

## 2. ADMINISTRATORS.

(a) DEO's administrator in connection with this Agreement is Katherine Morrison, Manger of Strategic Industry Partnerships, Division of Strategic Business Development; telephone: (850) 717-8973; email: [katherine.morrison@deo.myflorida.com](mailto:katherine.morrison@deo.myflorida.com).

(b) The County's administrator in connection with this Agreement is:

Name: Howard N. Tipton  
Title: County Administrator  
Email: [tiptonh@stlucieco.org](mailto:tiptonh@stlucieco.org)  
Phone: (772) 462-1592

(c) All approvals and certifications pursuant to this Agreement must be obtained from the Parties' respective administrators or their respective designees.

(d) The Parties may replace their respective administrators by delivering written notice of the appointment of a replacement administrator to the other Party in accordance with Section 1(b) above.

## 3. TERM.

(a) This Agreement is effective as of the date on which the last party executes this Agreement (the "Effective Date") and will end when the \$20 million provided for herein has been distributed to the County, or a County bond trustee, in accordance with this Agreement. Notwithstanding anything herein or in the Addendum to the contrary, DEO acknowledges and agrees that the County intends to issue a series of bonds to finance and/or refinance a portion of the cost of the Project and that the debt service on said bonds or any refunding bonds will be paid from the \$20 million provided for herein, and that, pursuant to section 288.11631(5)(f), F.S., the County may therefore not be decertified by DEO once said bonds are issued. The provisions of Articles 8, 9, 11, 12, 13, 15, 16, 17, 25, 30, 31, and 34 shall survive the expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Article 11, *Audits and Records*, of this Agreement shall terminate in accordance with the requirements of Article 11. The County is subject to decertification only if the County fails to comply with or meet the requirements of section 288.11631, F.S., or this Agreement, in which event DEO may recover incentive funds. Notwithstanding the preceding sentence, once the County is certified pursuant to the terms of section 288.11631, F.S., it may not be decertified by DEO if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the construction of the Project for which the County was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the construction of the Project for which the County was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This subsection does not

preclude or restrict the ability of the County to refinance, refund, or defease such bonds.

(b) Definitions:

(1) "Contract" means any agreement, assignment, license, lease or purchase order for the provision of construction, goods and/or services executed by the County in furtherance of the County's overall obligations under this Agreement, or contemplated under the Spring Training Facility Lease and Use Agreement as to the Project, unless specifically defined elsewhere in this Agreement.

(2) "Development Period" means the period of time between certification pursuant to section 288.11631, F.S. and full completion of all services and payments contemplated under the Spring Training Facility Lease and Use Agreement.

#### 4. DUTIES AND OBLIGATIONS OF THE COUNTY.

##### STATUTORY REQUIREMENTS

(a) The County shall comply with all the provisions of this Agreement and shall continually, throughout the term of this Agreement, meet all requirements for certification within section 288.11631, F.S. (2015), as verified and determined by DEO, which includes, but is not limited to, the following:

(1) The County is responsible for the construction or renovation of the Facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.

(2) The County must have a certified copy of a signed lease agreement with a spring training franchise. The signed agreement with a spring training franchise for the use of a facility must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise. The lease agreement must also require the franchise to reimburse the State if the franchise relocates before the lease agreement expires; the required reimbursement must be equal to the total amount of state distributions expected to be paid from the date the franchise breaks its lease agreement with the County through the final maturity of the bonds.

(3) The County must maintain its financial commitment to provide 50 percent or more of the funds required by an agreement for the construction or renovation of the facility for a spring training franchise.

(4) The County must demonstrate, at least annually, that the facility for a spring training franchise will attract (prior to completion of the County's Stadium Construction and Renovation Project) or does attract (after completion of the County's Stadium Construction and Renovation Project) a paid attendance of at least 50,000 persons annually to the spring training games held in that facility.

(5) The facility for a spring training franchise must be located in a county that levies a tourist development tax under section 125.0104, F.S.

(b) As a certified applicant under section 288.11631, F.S., the County may use state funds provided under section 212.20(6)(d)6.e, F.S. and this Agreement, only to:

(1) serve the public purpose of constructing or renovating a facility for a spring training franchise;

(2) pay or pledge for the payment of debt service on bonds issued for the construction or renovation of such facility;

(3) fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto on bonds issued for the construction or renovation of such facility;

(4) reimburse the costs under paragraphs (1), (2), or (3), above; and/or

(5) refinance bonds issued for the construction or renovation of such facility.

(c) As a certified applicant under section 288.11631, F.S., the County may not use state funds distributed according to this Agreement and pursuant to section 212.20(6)(d)6.e, F.S., to subsidize facilities that are privately owned by, maintained by, and used exclusively by a spring training franchise.

(d) The County must place unexpended state funds received pursuant to section 212.20(6)(d)6.e, F.S., in a trust fund or separate account for use only as authorized in section 288.11631, F.S.

(e) The County's expenditure of state funds received pursuant to this Agreement must begin within 48 months after the initial receipt of said state funds. Additionally, the construction or renovation of a spring training facility within the County and pursuant to the County's certification under section 288.11631, F.S., must be completed within 24 months of the County's Stadium Construction and Renovation Project's commencement.

(f) As more fully set forth in Spring Training Facility Lease and Use Agreement and in the Addendum, if the Spring Training Franchise relocates from the Facility, the Spring Training Franchise must, as a partial remedy, reimburse the State in an amount equal to 100% of the total amount of state distributions expected to be paid from the date the Spring Training Franchise breaks its agreement or agreements with the County through the maturity of the bonds described in Section 3(a). The County agrees it has, and will have, at all times throughout the term of this Agreement, and will enforce, a valid provision for such reimbursement to the State in the Spring Training Facility Lease and Use Agreement with the Spring Training Franchise. DEO acknowledges and agrees that the provisions of Spring Training Facility Lease and Use Agreement and the Addendum meet the requirements of section 288.11631, F.S.

(g) The County agrees that, prior to making any material changes, amendments, modifications, extensions or the like, to the County's Spring Training and Facility Lease and Use Agreement, or the terms thereof, that have any effect on DEO's or the State's rights or privileges, including, but not limited to, the Spring Training Franchise's assignment of its rights and obligations under the lease, or the County's certification or the Spring Training Franchise's reimbursement requirements under section 288.11631, F.S., the County shall obtain DEO's prior, written approval.

#### REPORTING REQUIREMENTS

(h) **Annual Reports:** On or before September 1 of each year throughout the term of this Agreement, and as long as the County remains certified under section 288.11631, F.S., the County shall submit an annual report to DEO which must include, but is not limited to, the following:

(1) A detailed accounting of all local and state funds expended to date, as of the date of submission of the report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, the County must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

(2) A copy of the Spring Training Facility Lease and Use Agreement between the County and the Spring Training Franchise, including all amendments, modifications, extensions, assignments, or ancillary agreements thereto, current as of the date of the annual report. The County's Spring Training Franchise shall remain the New York Mets, unless properly changed pursuant to law and the terms of this Agreement and the Spring Training Facility Lease and Use Agreement.

(3) A cost-benefit analysis of the Spring Training Franchise's impact on St. Lucie County. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study except that its scope shall be limited to the impact on St. Lucie County.

(4) Only for those reporting periods which encompass the Development Period, a list of all Contracts with an estimated cost greater than \$250,000 executed in furtherance of this Agreement.

(5) Written evidence that the County continues to meet the certification criteria in effect when the County was certified pursuant to section 288.11631, F.S. (2015).

(6) Written evidence, including numerical and/or statistical analysis as applicable, that the County is in compliance with section 288.1167, F.S.

(7) A letter signed by the Chair of the County Commission or delegee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.

(8) Any additional documents or certifications which are reasonably related to the County's obligations under this Agreement as requested and required by DEO.

(9) Evidence of the efforts to promote and advertise the Facility that have taken place since the last reporting period, in accordance with Section 23 hereof.

(10) **Stadium Development Status Reports:** Until the Project is completed, no less frequently than on a quarterly basis, the County shall provide to DEO a written update as to the status of the Project, which requirement may be met by copying DEO on any written updates provided to the St. Lucie County Board of Commissioners. In addition, during the Development Period, the County will promptly respond to a request from DEO for any information in the the County's possession, or reports that the County is generating for its own purposes. This section does not require the County to generate financial reports beyond those specifically required by this Agreement.

## **5. DISTRIBUTIONS.**

(a) Distributions under this Agreement will be made to the County subject to and in accordance with sections 212.20(6)(d)6.e. and 288.11631, F.S.

(1) Notwithstanding anything else herein to the contrary, if pursuant to section 212.20(6)(d)(6)(e), F.S., the \$83,333.00 per month described in section 5(c) is not available to DOR for distribution as provided for in this Agreement, such event will not constitute a breach or default by DEO, DOR, or the State of Florida. For avoidance of doubt, neither the faith and credit nor the taxing power of the State of Florida is or shall be pledged in connection with this Agreement.

(2) Subject in all respects to Section 3(a) hereof, all distributions shall be subject to the terms of this Agreement, including, but not limited to Article 15, *Breach, Financial Consequences, and Remedies*.

(b) Pursuant to sections 212.20(6)(d)6.e. and 288.11631(3)(c), F.S., the Department of Revenue (DOR) will begin distributions to the County upon DEO's notification to DOR that the County has fulfilled all the requirements for certification as set forth in section 288.11631, F.S.

(c) Pursuant to subsection 212.20(6)(d)6.e., F.S., the County shall receive distributions from DOR of up to \$83,333.00 monthly, beginning July 1, 2017, or following execution of this Agreement, whichever is later, and continue, for not more than 20 years from the initial distribution date, in an amount not to exceed a total sum of \$20,000,000.00. Subject in all respects to Section 3(a) hereof,

failure to comply with the requirements set forth in this Agreement or applicable law, may result in the application of financial consequences as set forth in Article 15, *Breach, Financial Consequences, and Remedies*, of this Agreement, the repayment of funds as referenced in section 288.11631, F.S., or Article 34, *Return or Recoupment of Funds*, of this Agreement.

(d) The County may request in writing at least 20 days before the next monthly distribution that DEO halt future distributions. If such a request is made, upon receipt by DEO, DEO shall immediately notify DOR to halt future distributions for such period of time as DEO deems appropriate, under the circumstances, but only as permitted by law.

## 6. CONTRACTS.

(a) The County shall be responsible and liable for all work performed and all expenses incurred in connection with the County's Stadium Construction and Project or any activities related to, in connection with, or in furtherance of this Agreement.

(b) The County may, as appropriate and in compliance with applicable law, contract the performance of the activities related to, in connection with, or in furtherance of this Agreement, including entering into contracts with vendors for services and commodities, *provided, however*, that the County shall be solely liable to the subcontractor for all expenses and liabilities. The County shall not enter into a subcontract in which DEO could be held liable to the subcontractor for any expenses or liabilities. The County agrees that DEO shall not be held liable to the subcontractor for any expenses or liabilities incurred under any contract. Pursuant to section 768.28, F.S., and to the extent permitted by applicable law, the County shall, at its expense, defend and hold DEO harmless of any liabilities incurred under any of the contracts entered into by the County in connection this Agreement. As between DEO and the County, the County shall be liable for all work performed and all expenses incurred as a result of any subcontract entered into by the County in connection this Agreement. The County shall ensure that contractors hired by the County in connection with the County's Sport Complex, or any activities related to this Agreement, comply with all relevant terms of this Agreement.

(c) Any Contract executed by the County after the Effective Date of this Agreement, for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement shall be evidenced by a written document and include provisions requiring compliance with this Agreement and all applicable Federal, State, and local laws, regular performance reporting, accounting for proper use of funds provided under the Agreement (including the provision of audit rights pursuant to Attachment A, *Audit Requirements*, as applicable.) Contract, as used in this paragraph, shall mean any agreement, assignments, leases or purchase order for the provision of construction, goods and/or services executed specifically by the County in furtherance of the County's overall obligations under this Agreement, unless specifically defined elsewhere in this Agreement.

## 7. INDEPENDENT CAPACITY OF CONTRACTOR.

(a) The Parties mutually understand and agree that the County, its officers, agents, employees, subcontractors or assignees, in the performance of the County's duties and responsibilities under this Agreement, is at all times acting and performing as an independent contractor and not as an officer, employee or agent of the State of Florida. Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties.

(b) The County shall not represent to others that it has the authority to bind DEO.

(c) Neither the County, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

(d) The County agrees to take such action as may be necessary to ensure that each contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

(e) DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the County, its Spring Training Franchise, beneficiary, its subcontractor, or assignee in furtherance of this Agreement.

(f) DEO shall not be responsible for withholding taxes, if any, with respect to the County's distributions hereunder. The County shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The County shall ensure that its employees, contractors, and other agents receive benefits and necessary insurance from an employer other than the State of Florida, to the extent required by law.

(g) The County, at all times during the Agreement, must comply with any and all applicable reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(h) The County agrees to take such steps as may be necessary to ensure that each contractor of the County will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.

(i) The County shall not pledge the State of Florida's nor DEO's credit nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

## 8. LIABILITY.

(a) DEO shall not assume any liability for the acts, omissions to act, or negligence of the County, its Spring Training Franchise, agents, beneficiaries, affiliates, contractors, subcontractors, servants, or employees. In all instances, the County shall be responsible for any injury or property damage resulting from any activities conducted by the County in the performance of this Agreement.

(b) DEO shall not be liable to the County for special, indirect, punitive, or consequential damages. DEO shall not be liable for lost profits, lost revenue, or lost institutional operating savings.

## 9. INDEMNIFICATION.

(a) The Parties acknowledge that nothing in this Agreement shall constitute (1) an agreement by either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability of the other Party's negligence; (2) a waiver of sovereign immunity beyond the limits set forth in Section

768.28, F.S. or any applicable waiver of sovereign immunity that is inherent in the act of contracting; (3) a waiver of any defense the parties may have under such statute; or (4) consent to be sued by third parties.

(b) The County shall indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from any and all suits, actions, damages, and costs of every name and description that arise from or are related to this Agreement, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the County, its employees, contractors, and subcontractors, provided, however, that the County is not obligated to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

(c) The County shall indemnify, defend, and hold harmless the State and DEO, its employees and agents, from liability of any nature or kind, including costs and expenses for or on account of any trademarked, trade secret, copyrighted, patented, or unpatented invention, process, product or article manufactured by the County. DEO shall not be liable for any royalties.

(d) The County's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving the County:

- (1) written notice of any action or threatened action,
- (2) the opportunity to take over and settle or defend any such action at the County's sole expense, and
- (3) assistance in defending the action at the County's sole expense.

The County is not obligated to be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without the County's prior written consent, which shall not be unreasonably delayed, conditioned or withheld.

(e) At DEO's election and upon notification to the County, the County shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel reasonably satisfactory to DEO; *provided, however*, that the County shall not settle or compromise any such claim in an amount more than \$10,000 without DEO's prior written consent. Notwithstanding the foregoing, (1) DEO shall have the right, but not the obligation, at its option and expense, to participate fully in the defense or settlement of any third-party claim; and (2) if the County does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) DEO shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the County, and (ii) the County shall be bound by any defense or settlement that DEO may make as to such claim. DEO shall also be entitled to join the County in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

## **10. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES.**

The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by Federal, State or local law shall be approved by a person having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

## **11. AUDITS AND RECORDS.**

(a) The County shall retain and maintain all records so as to sufficiently and properly reflect all expenditures of funds distributed under this Agreement, in accordance with generally accepted accounting procedures and practices. Records shall include, but are not limited to, independent auditor working papers, notes, books, vouchers, bills, invoices, requests for payment, receipts, and other supporting source documentation, including electronic storage media. Such records shall be subject at all times to inspection, review, and audit by, as well as transfer to, representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives upon request.

(b) The County agrees to comply with all applicable audit requirements of section 215.97, F.S., and those found in Attachment A, *Audit Requirements*; and, if an audit is required, the County shall disclose all related transactions to the auditor.

(c) The County shall maintain and retain all County records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement, as well as all financial records related to funds paid by the County to any parties for work on the matters that are the subject of this Agreement, in accordance with the record retention requirements of Part V of Attachment A, *Audit Requirements*. The County shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.

(d) If applicable, the County shall submit a written independent audit report to DEO specifically covering the period of Agreement expenditures pursuant to sections 215.97 and 11.45, F.S., and other relevant laws.

(e) The County must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to DEO within 30 days of receipt by the County.

(f) The County will comply with section 20.055(5), F.S., including, but not limited to, the duty of the County, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S. The County agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the County's beneficiary, contractors' or subcontractors' compliance with the terms of this Agreement which results in a finding of noncompliance, fraud, illegality, or financial misuse, in connection with this Agreement by the County or its Spring Training Franchise, beneficiary, contractor(s), or subcontractor(s). Such reasonable costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

(g) The County shall include the audit and record keeping requirements aforementioned in this Article and in Attachment A, *Audit Requirements*, in all contracts, subcontracts, leases, assignments, and agreements executed for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement.

(h) Within 60 working days of the close of the County's fiscal year, on an annual basis, the County shall electronically submit a completed *Audit Compliance Certification* (a version of this certification is attached hereto as Attachment B) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). The County's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement.



within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the County.

## 12. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS.

(a) DEO may perform on-site reviews to independently validate any information or reports submitted to DEO. The County shall allow DEO's Agreement Manager and other DEO authorized personnel access to any information and any other documents requested by DEO for purposes of monitoring the County's performance under or compliance with this Agreement.

(b) The County must comply with all applicable Florida public records law as it relates to this Agreement. In particular, the County shall allow public access to all documents, papers, letters or other materials made or received by the County in conjunction with this Agreement that are public records as that term is defined by Fla. Stat. 119.011 (12) unless the records are exempt, and/or confidential pursuant to section 24(a) of Article I of the State Constitution, section 119.07(1), F.S., or other Florida statute(s).

(c) The County is responsible to respond to each and every request the County receives for public records made, as provided by law, received or in the custody or control of the County in conjunction with this Agreement, in accordance with chapter 119, F.S.

(d) The County acknowledges that DEO is subject to the provisions of chapter 119, F.S., and that documents submitted to DEO, or in DEO's custody or control, in relation to this Agreement constitute public records, subject to exemption and confidentiality under Florida law. The County shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(e) The provisions of chapter 119, F.S., and other applicable Florida and federal laws govern the disclosure of any confidential information received by the Parties.

(1) If the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, partners, contractors, or subcontractors submit records to DEO that the County, the County's Spring Training Franchise or its affiliates, or the County's contractors or subcontractors, deems legally confidential and/or exempt from public disclosure, as trade secrets, proprietary confidential business information, or for any other valid legal exemption under applicable Florida or Federal law, such records must be properly identified as such prior to submission to DEO. Failure to identify the legal basis for and the specific content of each claim of exemption and/or confidentiality from the requirements of chapter 119, F.S. or other law, prior to submittal of the record to DEO, may serve as a waiver of a claim of exemption and/or confidentiality of that record.

(2) The County shall ensure that public records in the custody and/or control of the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, partners, contractors or subcontractors that are confidential are not disclosed except as authorized by law.

(3) The County shall not disclose to third parties any confidential information obtained by the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, officers, contractors or subcontractors in furtherance of this Agreement.

(i) The County shall notify DEO verbally within 24 hours, and in writing within 72 hours of any improper disclosure or unauthorized use of confidential information related to this Agreement by

the County, its employees, agents, or representatives which is not in compliance with the terms of this Agreement or Federal or State law or if any information related to this Agreement is subpoenaed.

(ii) The County shall make a report to DEO not more than 7 business days after the County learns of such an improper disclosure or unauthorized use of confidential information. The County's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the confidential information disclosed or used, who made the disclosure or used the information, what the County has done or shall do to mitigate any deleterious effect of the improper disclosure or unauthorized use, and what corrective action the County has taken or shall take to prevent future similar unauthorized use or improper disclosure. The County shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by DEO. The County shall take all steps DEO deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of confidential information shared or exchanged by the Parties and their affiliates in connection with this Agreement.

(f) Upon expiration of this Agreement, County shall either (a) transfer, at no cost, to DEO all public records in possession of County which are reasonably related to this Agreement or (b) keep and maintain public records which are reasonably related to this Agreement as required by law. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

(g) To the extent allowable by law, and without waiving the sovereign immunity of the County, the County shall be fully liable for the actions of its Spring Training Franchise, agents, employees, partners, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the County, its Spring Training Franchise, agents, employees, partners, contractors, or subcontractors, provided, however, that the County does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(h) The County shall include provisions in accordance with this Article, chapter 119, F.S., and all applicable Florida public records law, in all agreements, assignments, leases, contracts, and subcontracts executed or amended after the effective date of this Agreement for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement.

### 13. GOVERNING LAW.

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Article 15, *Breach, Financial Consequences, and Remedies*, or Article 34, *Return or Recoupment of Funds*, of this Agreement, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement to which DEO is or may be a party shall be brought in the appropriate court in Leon County, Florida, applying Florida law; in any such action, the County waives any right to jury trial.

#### 14. STRICT COMPLIANCE.

The County agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, State and Federal laws and regulations. For the avoidance of doubt, to the extent of any conflict between the terms of this Agreement and any law or regulation, the law or regulation shall control.

#### 15. BREACH, FINANCIAL CONSEQUENCES, AND REMEDIES.

(a) If the County fails to comply with any of the terms of this Agreement, including but not limited to, timely delivery of the reports required under this Agreement, or continuing to meet the criteria for certification under section 288.11631, F.S., DEO may exercise any of the remedies available to it at law or in equity, and including, but without limitation, imposition of financial consequences as set forth in subsection (b) and (c) below.

(b) If the County fails to cure any breach or default of this Agreement or applicable law related thereto, DEO may impose the following financial consequences, as allowable by law:

(1) If the County fails to timely or adequately provide, as determined by DEO in its sole, reasonable discretion, any of the reports, documents, certification(s), or portions thereof required by this Agreement, or requested by DEO pursuant to this Agreement, including, but not limited to, the reports, documents, and certifications described in Article 4, *Duties and Obligations of the County*, of this Agreement, DEO will provide written notice of said failure to the County. The County shall have 30 days from such written notice to cure the failure (which notice shall state with particularity what report, document, certification or portion thereof that DEO considers has not been provided), prior to the imposition of any financial consequence; however, if said failure is not cured, in DEO's sole, reasonable discretion, after 30 calendar days, a financial consequence of \$100.00 per calendar day will be imposed until such time as the failure is cured. If said breach or default is not capable of being cured within 30 days, the County shall provide DEO with a response setting forth a plan, including a timeframe, for curing the breach or default, which is subject to review and approval by DEO. Following said review and approval, the County shall not be subject to any financial consequence if County complies with the plan for cure; however, if, in DEO's sole reasonable discretion, the County fails to comply with the plan for cure, a financial consequence of \$100.00 per calendar day will be imposed until such time as the County complies with the plan for cure or until the breach or default is cured, whichever occurs earlier. This financial consequence shall be imposed independently for each outstanding document or missing or inadequate portion thereof.

(2) If no Spring Training Franchise is operating at the Facility during the term of this Agreement either (a) due to modifications to the County's Spring Training Facility Lease and Use Agreement with a Spring Training Franchise, made without DEO's prior consent, or (b) due to the departure of the Spring Training Franchise resulting from a breach of contract by the County as determined by an administrative tribunal or a court of competent jurisdiction, and if DEO does not receive adequate repayment from the Spring Training Franchise, DEO may impose a financial consequence in an amount up to 100% of the County's remaining monthly distributions received from the State under this Agreement, each month if a Spring Training Franchise is not operating at the Facility, until such time as the County cures, in DEO's sole, reasonable discretion, said breach or default.

Provided, however, the above financial consequence shall terminate if the County enters into a new lease agreement with a replacement Spring Training Franchise, which must be with a major league

baseball Spring Training Franchise and approved by DEO, for a term at least equal to the time remaining on the original Spring Training Franchise Lease and Use Agreement.

(3) If DEO determines that the County has knowingly submitted or certified to information, or knowingly made a representation, that is false, misleading, deceptive, or otherwise untrue, and said submittal, certification, or representation relates to a material provision of this Agreement, DEO shall provide notice of the same to the County. The County shall have 30 days from such notice to respond to DEO's determination. If, following the receipt of the County's response, DEO determines that the County has violated this subsection, DEO may at its option either (a) impose a liquidated financial consequence in an amount up to the County's monthly distributions received from the State under this Agreement for a single month, or (b) pursue any rights and remedies available at law to DEO for the false, misleading, deceptive or otherwise untrue representation. This section shall not in any way limit the rights of DEO under law, including, but not limited to, the right to seek rescission of this Agreement based on fraud in the inducement principles.

(4) Following completion of the facility, which is to occur within 24 months from the project's commencement, as described in s. 288.11631(3)(d)3., F.S., if the County has failed to maintain its financial commitment to provide 50 percent or more of the funds required for the construction or renovation of the Facility, DEO shall provide the County a notice and at least 60 days opportunity to cure the deficiency. If the deficiency is not timely cured, the County shall repay to DEO a pro-rated amount of the total award, calculated by multiplying the percentage of funds not matched by the total award. DEO shall permit the County to make such repayments in equal parts for the remainder of the term of this Agreement.

(c) If the County materially breaches, or defaults under, this Agreement, other than as described in subsections (b)(1)-(4) above, DEO shall provide 60 days written notice to the County, during which time the County shall either enter into a corrective action plan with DEO that must be agreeable to DEO, or the County must otherwise cure the breach. If the County fails to enter into a corrective action plan with DEO, or otherwise cure the breach, or if the County fails to substantially comply with the terms of the corrective action plan, DEO may impose a financial consequence in an amount of up to \$5000 each month, until such time as the County cures, in DEO's sole, reasonable discretion, said breach or default, or begins complying with the corrective action plan agreed to between DEO and the County.

(d) The County and DEO agree that wherever one Spring Training Franchise would be required by section 288.11631, F.S., or by this or any other agreement, including the Spring Training Facility Lease and Use Agreement with the New York Mets, or by other law, to repay to DEO amounts that were or will be provided to the County under this Agreement, DEO must demand such amounts from the Spring Training Franchise.

(e) The sanctions set forth in this section 15 are not sole remedies, and shall be cumulative with any rights and remedies available to DEO under law.

## 16. SEVERABILITY.

If any term or provision of this Agreement, in whole or in part, is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

**17. PRESERVATION OF REMEDIES.**

No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default. Any waiver must be in writing and signed by the Party to be charged. No waiver of a right, power, or remedy shall, or shall be construed to, waive any similar or future right, power, or remedy. The rights and remedies available to DEO under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to DEO.

**18. DISCRIMINATORY VENDOR.**

The County acknowledges the provisions of section 287.134, F.S. The County shall disclose to DEO if any of its affiliates, as defined by section 287.134(1)(a), F.S. appears on the discriminatory vendor list. The County shall ensure provisions in accordance with section 287.143, F.S., are present in all agreements, assignments, leases, contracts, and subcontracts in furtherance of or related to this Agreement which are entered into after the effective date of this Agreement.

**19. NON-DISCRIMINATION.**

The County shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status. The County shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement which are entered into after the effective date of this Agreement.

**20. HARASSMENT-FREE WORKPLACE**

The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement that executed after the effective date of this Agreement.

**21. PUBLIC ENTITY CRIMES.**

The County affirms that it is aware of the provisions of section 287.133, F.S., and that at no time has the County, its Spring Training Franchise, or its affiliates, as defined by section 287.133(1)(a), F.S., been convicted of a Public Entity Crime. The County agrees that it shall not violate such law. The County shall insert a provision in accordance with this Article and the applicable Florida Statutes in all agreements, assignments, leases, contracts, and subcontracts in connection with or related to this Agreement that are either an agreement with the Spring Training Franchise, or are another agreement and are either amended or executed after the effective date of this Agreement.

**22. WARRANTY OF ABILITY TO PERFORM.**

The County warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would prohibit, restrain, or diminish the County's or its Spring Training Franchise, beneficiary's or its affiliates' ability to satisfy

its Agreement duties or obligations. The County shall immediately notify DEO in writing if the County's or its Spring Training Franchise's or its affiliates' ability to perform in connection with this Agreement is compromised in any manner during the term of this Agreement.

### **23. PROMOTION/ADVERTISEMENT OF FACILITY.**

The County shall undertake reasonable efforts to promote and advertise the Facility.

### **24. LOBBYING.**

(a) Pursuant to sections 11.062 and 216.347, F.S., the County shall not use any funds received under this Agreement for lobbying the Legislature, the judicial branch, or any state agency.

(b) The County will keep DEO apprised of any requests for testimony or its participation in any Congressional, legislative and other State or Federal hearings, or agency, committee, or task force meetings or the like, related to this Agreement.

(c) The County shall insert a provision in accordance with this Article, in all agreements, assignments, leases, contracts, or subcontracts related to this Agreement or for which funds distributed pursuant to this Agreement are to be expended, that are either an agreement with the Spring Training Franchise, or are another agreement and are either amended or executed after the effective date of this Agreement.

### **25. ATTORNEY FEES.**

DEO shall not be liable to pay attorney fees, interest, expenses or cost of collection in conjunction with this Agreement.

### **26. NON-ASSIGNMENT.**

(a) Except as otherwise provided in this Agreement, neither party may assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably delayed, conditioned or withheld. Any assignment, delegation, or transfer in violation of this Article is void *ab initio*. In the event DEO approves an assignment, delegation or transfer of the v's obligations under this Agreement, the County hereby agrees that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of such an assignment, delegation, or transfer. In addition, this Agreement shall bind the successors, assigns or legal representatives of the County.

(b) Notwithstanding Article 26(a) above, DEO shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving 30 days prior written notice to the County. This Agreement shall bind the successors, assigns or legal representatives of DEO and the State of Florida.

### **27. RENEGOTIATION AND AMENDMENTS.**

The Parties agree to renegotiate this Agreement if Federal and/or State revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated

by law, DEO may at any time, with written notice to the County, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of any such change(s) shall be the responsibility of the County. Amendments to or modifications of this Agreement shall only be valid when such change(s) are in writing and duly executed by all Parties. Any such change(s) shall become effective upon the date of execution of both Parties or such later date as may be specified therein.

## **28. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay or failure to perform from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay or failure to perform is excusable under this paragraph, the delay or failure to perform will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay or failure to perform the County believes is excusable under this paragraph, the County shall notify DEO in writing of the delay, potential delay, potential inability to perform, or failure to perform and describe the cause of such either: (1) within ten calendar days after the cause that creates or will create the delay or nonperformance first arose, if the County could reasonably foresee that a delay or nonperformance could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay or nonperformance could result, if the delay or nonperformance is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE COUNTY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. ADDITIONALLY, THE FOREGOING SHALL CONSTITUTE THE COUNTY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO NONPERFORMANCE BASED ON AN EVENT OF FORCE MAJEURE.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay or nonperformance is excusable under this paragraph and will notify the County of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. The County shall not be entitled to an increase in the Agreement distribution amount of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If the County's performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the County shall perform per the terms of this Agreement, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance from the County, provided the County grants preferential treatment to DEO with respect to any such allocation; (2) terminate the Agreement in whole or in part; or (3) pursue any other rights or remedies provided by law or under the Agreement.

## **29. AUTHORITY OF THE COUNTY'S SIGNATORY.**

Upon execution, the County shall return executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has

authority to bind the County to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the County's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, in its discretion, request additional documentation related to the below signatory's authority to bind the County to this Agreement.

### **30. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to either: (a) confer upon any third person or entity, other than the Parties and their permitted successors and assigns hereto, any rights or remedies under or by reason of the terms and conditions of this Agreement as a third party beneficiary or otherwise, except as may be specifically provided for in this Agreement; or (b) authorize any person or entity not a party to this Agreement to maintain any legal action or bring any claim for its benefit, pursuant to or based upon the terms and conditions of this Agreement.

### **31. INFORMATION RELEASE AND ADVERTISING.**

DEO does not endorse any commodity, service, project, or entity. Subject to chapters 119 and 286, F.S., the County shall not publicly disclose or disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking the County and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized contractors, subcontractors, distributors, dealers, resellers, or service representatives.

### **32. CONFLICT OF INTEREST.**

This Agreement and the use of funds distributed pursuant to this Agreement are subject to chapter 112, F.S. The County shall disclose the name of any officer, director, employee, or other agent of the County, who is also an employee of the State. The County shall disclose the name of any County employee or agent who owns, directly or indirectly, more than 5 percent of the total assets or capital stock of any business entity or its affiliates receiving funds from this Agreement.

### **33. [INTENTIONALLY LEFT BLANK]**

### **34. RETURN OR RECOUPMENT OF FUNDS.**

(a) The County shall return to DEO any overpayments (funds paid in excess of the amount to which the County is entitled under the terms and conditions of this Agreement) distributed to the County. If the County or its independent auditor discovers an overpayment has been made, the County shall repay said overpayment within 60 calendar days without prior notification from DEO. If DEO first discovers an overpayment has been made, DEO will notify the County by letter. DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 61 calendar days after the date of DEO's notification or the County's or its auditor's discovery. The County shall send repayments to DEO's Agreement Manager, and make checks payable to the "Department of Economic Opportunity."



(b) The Parties acknowledge that s. 17.0415, Florida Statutes, permits the Chief Financial Officer of the State of Florida to assign claims among the state, its agencies, and its subdivisions, whether arising from criminal, civil, or other judgments in state or federal court.

35. [INTENTIONALLY LEFT BLANK]

36. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

37. ENTIRE AGREEMENT.

This Agreement and the Attachments and Exhibits attached hereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces any and all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

IN WITNESS HEREOF, and in consideration of the mutual covenants set forth above and in the Attachments and Exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials. By signature below, both Parties agree to abide by the terms, conditions, and provisions of this Agreement.

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

By: [Signature]  
Chairman  
Date: 3/28/17

FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Jim Poppell  
Chief of Staff  
Date: 4/10/17

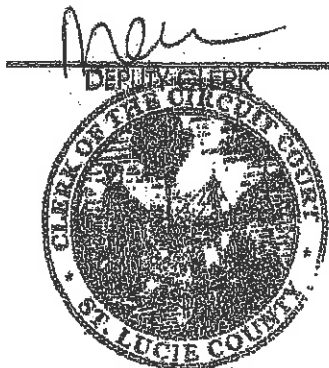
APPROVED AS FORM AND CORRECTNESS

By: [Signature]  
Name: Daniel S. McIntyre  
Title: County Attorney  
Date: 3/28/17

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY, SUBJECT TO FULL AND  
PROPER EXECUTION OF THE PARTIES  
OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Name: Adam Casanova  
Title: ALAC  
Date: 04/06/2017

ATTEST:



## ATTACHMENT A AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to title 2 CFR part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

## **PART III: OTHER AUDIT REQUIREMENTS**

Not applicable

#### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:
  - A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)  
or  
Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffetsonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)  
or  
Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments or distributions have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

*The remainder of this page is intentionally left blank.*

**EXHIBIT 1 TO ATTACHMENT A  
ALLOCATION OF RESOURCES**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Federal Program: None

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program: Not applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: None

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: AWARDED BY THE DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT					
Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
General Revenue		73.016		\$20,000,000	General Revenue
				<b>Total Award</b>	<b>\$20,000,000*</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

For each funding source identified above, the recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement and Amendments. Any match required by the recipient is clearly indicated in the Agreement and Amendments.

NOTE: Title 2 CFR § 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

\* Funding is provided directly to the St. Lucie County from the Department of Revenue per section 212.20(6)(d)6.e., F.S.



**ATTACHMENT B**

**Audit Compliance Certification**

*Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com).*

Grantee:

FEIN:

Grantee's Fiscal  
Year:

Contact's Name:

Contact's Phone:

Contact's Email:

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)?  Yes  No

If the above answer is yes, answer the following before proceeding to item 2.

Did Grantee expend \$500,000 (\$750,000 as of July 1, 2016) or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.

By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.

Signature of Authorized Representative

Date



EDWARD MATTHEWS  
Parks and Recreation Director

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

ATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

PHONE  
(772) 462-1518

TDD  
(772) 462-1428

FAX  
(772) 462-3699

E-MAIL  
HEWSE@STLUCIECO.ORG

WEBSITE  
WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #6:** Evidence, including numerical and/or statistical analysis as applicable, that the County is in compliance with section 288.1167, F.S., Minority and Women Owned Business Enterprises (MWBE).

- St. Lucie County Banner Finance program printout which identifies the Other Contractual Services adjusted budget of \$187, 983 for fiscal year 2018.
- Purchase Orders for fiscal year 2018 to date total \$57,039 and which exceed the required 15% of \$28,197.45.

Chart:    
 Fiscal Year:    
 Index:

Query Specific Account   
 Include Revenue Accounts

Commit Type:

Organization:  Regional Parks & Stadiums   
 Fund:  Sports Complex Fund   
 Program:  Sports Complex   
 Account:    
 Account Type:    
 Activity:    
 Location:

Account Type	Title	Adjusted Budget	YTD Activity	Commitments	Available Balance
523000	L Group Insurance	252,432.00	165,750.10	0.00	86,681.90
523004	L Dental	2,195.00	1,390.98	0.00	804.02
523050	L Group Health-Administrative	6,282.00	3,944.78	0.00	2,337.22
523100	L Life Insurance	3,659.00	2,555.72	0.00	983.28
523200	L EAP	288.00	227.18	0.00	50.82
524000	L Worker's Compensation	30,444.00	22,020.77	0.00	8,423.23
525000	L Unemployment Compensation	1,754.00	1,595.55	0.00	158.45
531000	E Professional Services	0.00	2,715.00	1,285.00	-4,000.00
534000	E Other Contractual Services	157,983.00	240,125.67	83,051.32	-145,193.99
534110	E Software Support Contracts	1,200.00	1,200.00	0.00	0.00
534300	E Contract Labor	20,000.00	36,105.56	15,438.57	-31,544.13
540000	E Travel	250.00	0.00	0.00	250.00
Net Total:		-318,066.00	90,444.81	182,552.22	



St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 909

Fire Equipment Services of St Lucie Inc
434 N 7th St
Fort Pierce FL 34950

PO Number: P1801193

(PO number must appear on all documents and packages)

Issue Date: 12/26/17

Delivery Date: 12/26/17

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R1801249

First Data Field
Annual/Semi Annual
5 Hood Fire Suppression System inspection
95 Fire Extinguishers inspections

Quantity U/M Unit Price Extended Price

1.00 EA 2,500.0000 2,500.00

.XXXX

-----READ CAREFULLY-----

By the acceptance of this purchase order, the vendor specifically agrees to all of the terms and conditions on the reverse side. The vendor further agrees to indemnify the county for any liability arising out of the service provided by the vendor under this Purchase Order and to maintain insurance in the amounts required by the St. Lucie Risk Manager.

B-18-190-7210-546000-75201-LSSPCX

12/27 (12/13 Invoice 185924 \$942.30 \$1557.70
12/13 Invoice 185925 \$657.00 \$900.70

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$2,500.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

cate items received and send this page to Finance as a payment request.

RECEIVING COPY



# St. Lucie County Board of County Commissioners

2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652  
Telephone: (772) 462-1700  
Fax: (772) 462-1704

## PURCHASE ORDER

Vendor: 36490

Master Consulting Engineers Inc  
5523 W Cypress St STE 200  
Tampa FL 33607

PO Number: **P1802238**

(PO number must appear on all documents and packages)

Issue Date: 06/13/18

Delivery Date: 06/13/18

Please send invoices to:

St. Lucie County  
Sports Complex-Mets Stadium  
2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex  
Sports Complex-Mets Stadium  
527 N.W. Peacock Blvd.  
Port St. Lucie FL 34986

### Description

Requisition #: R1802240

First Data Field  
Work Authorization #4  
Contract #C14-09-432  
Structural Engineering Inspection of First Data  
Field Sports Complex.  
B-18-362-7210-531000-107607-LSSPCX

6/19 (5/31 Invoice 0015288 \$1360.00 \$21,814.00  
7/18 (4/30 Invoice 0015968 \$8497.87 \$13,316.13

Quantity	U/M	Unit Price	Extended Price
1.00	EA	23,164.0000	23,164.00

For additional information contact:

Pamela Medina  
772-871-5476  
medinap@stlucieco.org

**TOTAL: \$23,164.00**

Federal Employers Identification: 59-6000835  
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

Indicate items received and send this page to Finance as a payment request.

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P1801219, Issue Date: 01/02/18, Delivery Date: 01/03/18

Please send invoices to:
St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:
Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Main table with columns: Description, Quantity, U/M, Unit Price, Extended Price. Includes requisition # R1801273 and detailed description of field work.

For additional information contact:
Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$3,945.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

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ate items received and send this page to Finance as a payment request.

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P1801068, Issue Date: 12/04/17, Delivery Date: 12/05/17

Please send invoices to:
St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:
Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Main table with columns: Description, Quantity, U/M, Unit Price, Extended Price. Includes text: 'First Data Field Pressure wash of Bull Nose on Front Side of Stadium. XXXXX' and a large handwritten note at the bottom.

For additional information contact:
Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$4,650.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

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cate items received and send this page to Finance as a payment request.

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

PO Number: P1802061

(PO number must appear on all documents and packages)

Issue Date: 05/14/18

Delivery Date: 05/14/18

Please send invoices to:

St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Description

Requisition #: R1802156

First Data Field
First Data Field Electrical room concrete plank
repair:
Furnish and install shoring as needed.
Sawcut and remove a 12' section of hollow core
plank.
Furnish and install shore brace and strip the form
work.
Furnish and install the concrete and reinforcing
bars.
XXXXX

-----READ CAREFULLY-----

By the acceptance of this purchase order, the
vendor specifically agrees to all of the terms
and conditions on the reverse side. The vendor
further agrees to indemnify the county for any
liability arising out of the service provided by
the vendor under this Purchase Order and to
maintain insurance in the amounts required
by the St. Lucie Risk Manager.
B-18-190-7210-534000-75201-LSSPCX

Table with 4 columns: Quantity, U/M, Unit Price, Extended Price. Row 1: 1.00, EA, 14,080.0000, 14,080.00

For additional information contact:

Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$14,080.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

Indicate items received and send this page to Finance as a payment request.

RECEIVING COPY





**WORK AUTHORIZATION NO. 04  
CONTRACT C14-09-432  
STRUCTURAL ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made as of the 18 day of May, 2018, by and between the **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **MASTER CONSULTING ENGINEERS, INC.**, hereinafter referred to as the "Consultant".

**WITNESSETH:**

**WHEREAS**, on September 2, 2014, the County entered into a Professional Engineering Services Agreement (Contract No. C14-09-432) hereinafter referred to as "Contract" with the Consultant to provide continuing professional structural engineering services; and,

**WHEREAS**, pursuant to the Contract, the Consultant is to provide the professional services as outlined in this individual work authorization; and,

**NOW, THEREFORE**, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties who are legally bound, hereby agree as follows:

1. **PROJECT:**

The County has determined that it would like to complete a project described below:

*Structural Engineering Inspections of First Data Field Sports Complex  
525 NW Peacock Blvd., Port Saint Lucie, Florida*

(hereinafter referred to as "the Project".)

2. **SERVICES:**

The County has determined that it would like to utilize the services of the Consultant in the completion of the Project, to provide professional architectural services for the Project under the pricing, terms and conditions of the continuing contract (C14-09-432). The services to be provided by Consultant on the Project shall be for those as outlined in the Scope of Services attached hereto as Exhibit "A" and according to the schedule which is attached hereto and made a part of this work authorization and incorporated herein.

3. **COMPENSATION:**

The cost to perform all services as described in the attached Scope of Services shall be paid at the hourly rates and will not exceed a total amount of **\$23,164.00** (twenty-three thousand one hundred sixty-four and 00/100 dollars), as further detailed in Exhibit "A".

4. **CONTRACT DOCUMENT:**

Except as amended hereby, all of the original terms and conditions in the Continuing Contract shall remain in full force and effect.

6. TIME OF COMPLETION:

a. It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this Contract, time being of the essence.

b. Consultant shall commence work per the written Notice to Proceed, and shall complete all work within 60 (sixty) calendar days thereafter.

c. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated herein, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County, as liquidated damages, a sum of \$25.00 (twenty-five and 00/100 dollars) per day for each day following the required completion date, until the date upon which actual completion occurs.

d. The period herein above specified for project completion may be extended by such time as shall be approved by the County Administrator or designee, or the Contract may be cancelled by the County Administrator with the County invoking all rights and remedies thereof.

e. Where any deductions from or forfeitures of payment in connection with the work of this Contract are duly and properly imposed against the Consultant, in accordance with the terms of the Contract, State Laws, governing ordinances or regulations, the total amount thereof may be withheld from any monies due or to become due the Consultant under the Contract; and when deducted, shall be deemed and taken as payment in such amount.

IN WITNESS WHEREOF, the parties hereto have executed this Work Authorization effective the date first written above.

WITNESSES:

(1) [Signature]  
(2) [Signature]

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]

COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]  
COUNTY ATTORNEY

WITNESSES:

(1) [Signature]  
(2) [Signature]

MASTER CONSULTING ENGINEERS, INC.

BY: [Signature]

PRINT NAME: Alberto Castellon

April 25, 2018

Mr. Willie J. Redden, Jr.  
Regional Parks & Stadiums Manager  
St. Lucie County Parks & Recreation  
1302 Virginia Avenue  
Fort Pierce, FL. 34982

RE: Structural Engineering Inspection of Traditions Sports Complex.  
525 NW Peacock Blvd, Port Saint Lucie, FL 34986

Dear Mr. Redden:

Master Consulting Engineers, Inc. (MCE) is pleased to present this proposal for structural engineering inspection services for the Traditions Sports Complex NY Mets Stadium located in Port St. Lucie, Florida.

Project Description:

Based on information and drawings provided, the following is MCE's understanding and assumptions of the required tasks for this project:

- a) The Traditions Sports Complex consists of the main baseball field with multi-level facilities and stadium seating. There are several other practice and training fields throughout the property including the Minor League Complex NW of the main field and other supporting facilities. MCE has been requested to perform a visual inspection of the accessible areas of the Sports Complex structures for the purpose of documenting the condition of these structures.

MCE Basic Scope of Service for this project is limited to:

- a) For the purpose of this proposal, ten (10) inspection areas have been identified and noted on the attached sketches.
- b) MCE will perform the structural inspections and document, in report format with corresponding photographs, the results of the findings with recommendations.

Information and Services provided by the Client:

The Client shall provide the following information and/or services for performance of the Basic Scope of Services indicated above:

- a) Legal description of the property including street address where the project will be located and owner's name and address.
- b) Any available record drawings of the Complex. Base sheet drawings in AutoCAD, Revit or PDF submitted to MCE electronically. Drawings should be provided without any third-party software applications.

MCE proposes to provide the Basic Scope of Services indicated above for a lump sum fee of \$23,164.00 plus expenses. A detailed schedule of charges is included below for information. MCE will cover the expenses of printing two review sets (single copies) and one final set (three signed and sealed copies), ~~any additional sets will be charged at our cost plus a handling fee. MCE will cover the expense of sending drawings, reports, shop drawings using regular mail, if special delivery, overnight delivery or any other service is requested, those charges will be billed at our cost plus a handling fee. Handling fee for expenses of this project will be 5% of the cost charged to MCE.~~

Invoicing will be on a monthly basis in accordance with the amount of work done. Several phases will be used as datum lines for the progress of the job. Our invoices will never exceed the amount stipulated in these phases until they are completed. These phases will be:

Area (1)	\$5,791.00	25%
Areas (2), (3), (4) & (5)	\$5,791.00	25%
Areas (6), (7), (8), (9) & (10)	\$5,791.00	25%
Final Report	<u>\$5,791.00</u>	<u>25%</u>
	\$23,164.00	100%

~~Invoices for all phases are due in thirty (30) days from the date that each phase is completed and submitted. MCE has the right to suspend services or terminate its obligation under this agreement if any invoiced amount is not paid within 60 days from the date due. After 60 days we will charge a minimum of 1.5% interest but not more than the amount allowed by the law of the State of Florida in the money owed. Final sign and sealed report will be provided after the 80% of the inspection fee is paid in full.~~

Should you be in agreement with this proposal, please signify by signing in the space provided below and return a copy to our office for our files. If drawings are received for us to proceed with work in this project, it will be understood that the proposal has been accepted as is, even though a signed copy has not been received.

Very truly yours,  
Master Consulting Engineers, Inc.



Jose F. Vazquez, PE  
Principal

Accepted by \*\*

Title

(enclosures)

## STANDARD SCHEDULE OF CHARGES

### I. PAYMENT FOR SERVICES

- A. When Master Consulting Engineers, Inc. (MCE) is to be paid on the basis of time expended and expenses incurred on the project, compensation shall be determined as noted in Sections I and II hereunder.
- B. All time spent by MCE personnel, will be billed at the rates below. Current rates for each personnel classification are as noted in the table below. ~~These rates will remain effective for a period of one year from the Effective Date of this schedule. The noted rates may thereafter be modified by MCE at six-month intervals depending on market conditions in accordance with the standard rates then being charged by MCE to other clients. However, any increase in the minimum and maximum rates will not exceed ten percent (10%) in any six-month period.~~

<u>Classification</u>	<u>Rate Per Hour</u>
Sr. Principal	\$ 225.00
Principal	\$ 200.00
Project Manager	\$ 150.00
Sr. Engineer	\$ 125.00
Project/ Design Engineer	\$ 105.00
Technician / CAD Operator	\$ 85.00
Administrative	\$ 60.00

- ~~A 50% premium (1 ½ times) will be charged over the rates indicated above for those hours required to be spent during Saturday, Sunday, Holidays or any day between 7:00pm and midnight and between midnight and 7:00am.~~

### II. PAYMENT FOR OTHER DIRECT NON-SALARY EXPENSES

- A. ~~All other expenses incurred will be separately billed at actual cost plus 10%. Such expenses include, but are not necessarily limited to, subcontractor, consultant, laboratory, and other outside vendor charges; Courier services, special delivery, long distance phone and other communications; reproduction; special equipment costs necessary for project execution; special insurance premiums; and any other costs not otherwise part of general office overhead.~~
- B. ~~The use of company or employee owned cars on the project will be billed at the rate authorized by the Internal Revenue Service (\$0.545) per mile as of the Effective Date of this Schedule. In the event rental vehicles are used at the option of the firm, the actual rental charges plus 15% will be billed in lieu of the mileage rate.~~

### III. INVOICES AND PAYMENT TERMS

- ~~Unless otherwise agreed to in writing, invoices for all services regardless of billing type (time and expense, fixed fee, etc.) will be issued every month, payable within 30 days of the invoice date. Interest of one percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days; payment thereafter to be applied first to accrued interest and then to the principal unpaid~~


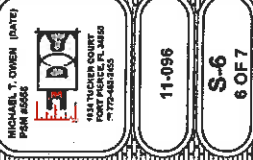
~~amount. All reasonable attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.~~

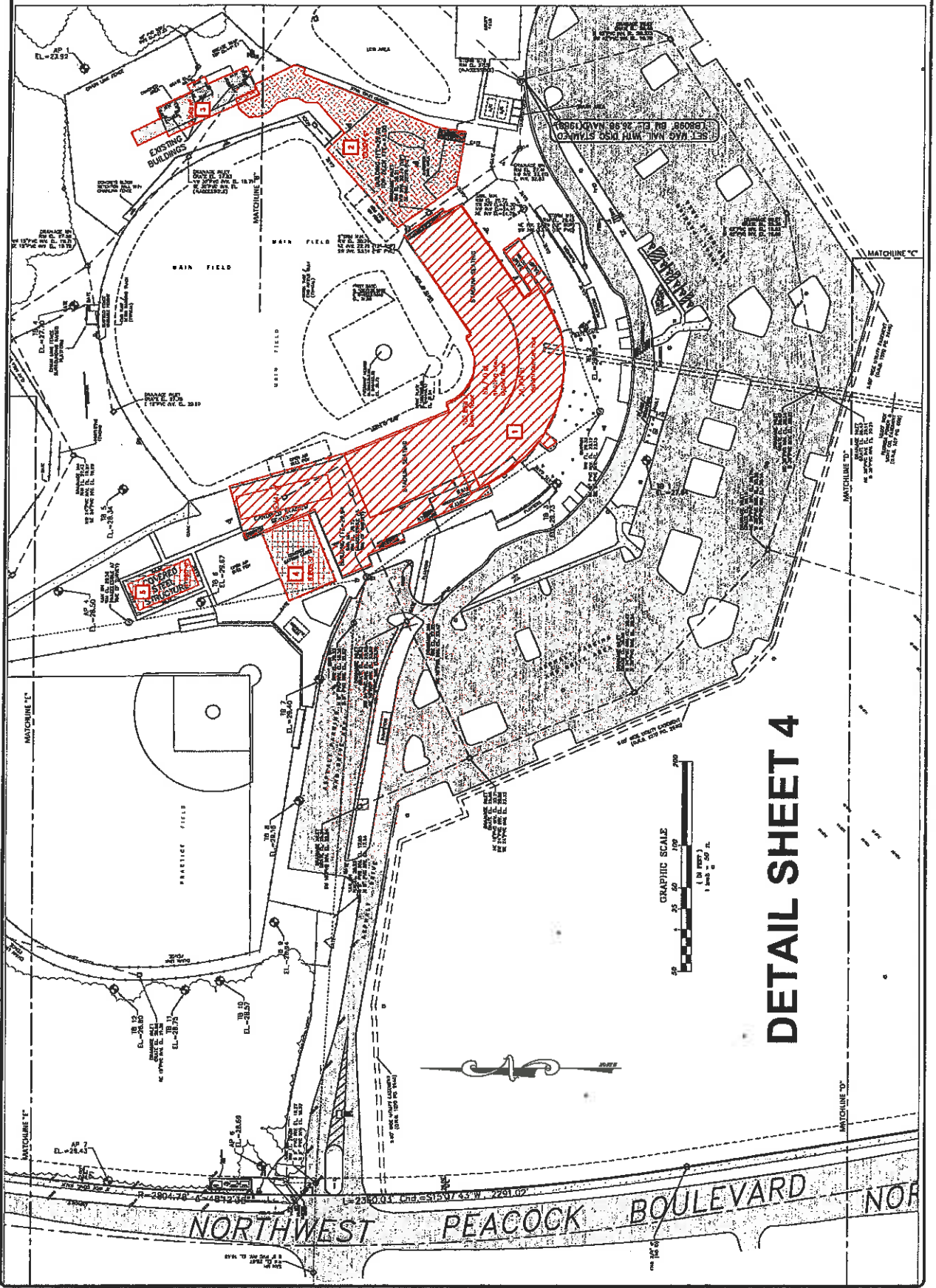
~~MCE has the right to suspend services or terminate its obligations under this agreement if any invoiced amounts are not paid within 60 days. Once services are suspended for nonpayment, they will be resumed at the convenience of MCE when all principal amounts and accrued interest are paid in full. In the event of termination, MCE has the right to payment from the Client for reasonable costs associated with termination. Any election to suspend services shall not preclude a later election to terminate. Any failure by MCE to terminate or suspend services shall not constitute a waiver of these or any other rights. All rights and remedies in this Section III are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available at law or equity.~~

#### IV. TAXES

~~The Client shall pay the cost of any sales, use, excise, value added or similar tax which is or may become applicable to the services provided by MCE. All invoiced amounts shall be increased by the amount of any such tax.~~



	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DATE</td><td> </td></tr> <tr><td>SCALE</td><td> </td></tr> <tr><td>BY</td><td> </td></tr> <tr><td>CHECKED</td><td> </td></tr> <tr><td>APPROVED</td><td> </td></tr> <tr><td>PROJECT</td><td> </td></tr> <tr><td>LOCATION</td><td> </td></tr> <tr><td>DESCRIPTION</td><td> </td></tr> </table>	DATE		SCALE		BY		CHECKED		APPROVED		PROJECT		LOCATION		DESCRIPTION		<p>BOUNDARY SURVEY AT TRADITION FIELD DETAIL SHEET 1 FLORIDA PORT ST. LUCIE</p>	
DATE																			
SCALE																			
BY																			
CHECKED																			
APPROVED																			
PROJECT																			
LOCATION																			
DESCRIPTION																			



# DETAIL SHEET 4







EDWARD MATTHEWS  
Parks and Recreation Director

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

CATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

PHONE  
(772) 462-1518

TDD  
(772) 462-1428

FAX  
(772) 462-3699

E-MAIL  
EWS@STLUCIECO.ORG

WEBSITE  
WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #7:** A letter signed by the Chair of the Board of County Commissioners or designee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
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MATHY TOWNSEND  
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HOWARD TIPTON  
COUNTY ADMINISTRATOR

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July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #8:** There are no other recognized documents which are reasonably related to the County's obligations under this Agreement as requested and required by DEO.



EDWARD MATTHEWS  
Parks and Recreation Director

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
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DISTRICT 4

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WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Item #9: Evidence of the efforts to promote and advertise the Facility that have taken place since the last reporting period, in accordance with section 23 of contract SB17-007.

**Evidence of St. Lucie County's  
efforts to promote and  
advertise the Facility that have  
taken place since the last  
reporting period, in  
accordance with Section 23 of  
contract SB17-007.**

## Mets Spring Training: Digital Promotion

### Website: 2 Articles

"There's more to do after the Mets game"

<https://visitstlucie.com/mets/>

90 page views

"Best Outdoor Activities in Port St. Lucie"

<https://visitstlucie.com/outdoor-guide-to-port-st-lucie/>

319 page views

### Facebook Posts: 3 organic posts

Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLucie  
Reach: 448 people

Welcome to opening day of Spring Training for the New York Mets! 🏟️ #visitstlucie #LGM  
Reach: 1223 people

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field! #VisitStLucie  
<https://www.mlb.com/mets/tickets/spring-training>  
Reach: 508 people reached

### Instagram: 1 organic post, 6 instastories

Welcome to opening day of Spring Training for the New York Mets! 🏟️ #visitstlucie #LGM  
Reach: 770

Let's Go Mets-Reach: 137

Game Ready-Reach: 99

First Game of the Season!-Reach: 136

Future Mets Fan-Reach: 95

View from the Tiki Bar-Reach: 89

It's a great night for baseball!-Reach: 158

### Twitter: 6 posts

1,735 followers

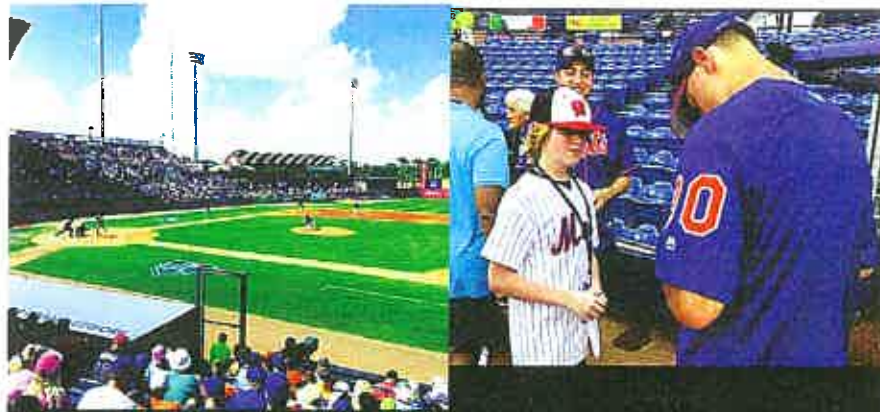
*No individual tweet data available*

### Email Campaign:

"Best Outdoor Activities in Port St. Lucie" article promoted  
5,077 unique opens

*See Social Media Posts Below*

## Facebook



Welcome to opening day of Spring Training for the New York Mets! 📍 #visitstlucie #LGM See More

Boost Post

44

Like Comment Share


Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLuci... See More

Boost Post

Like Comment Share

## Instagram

**visitstlucie**  
First Data Field



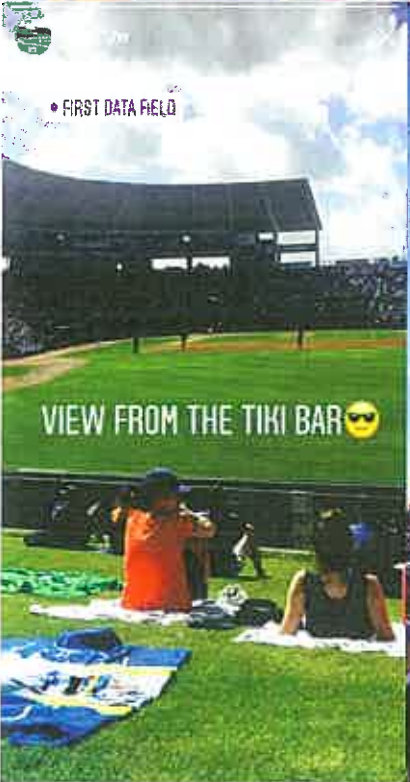
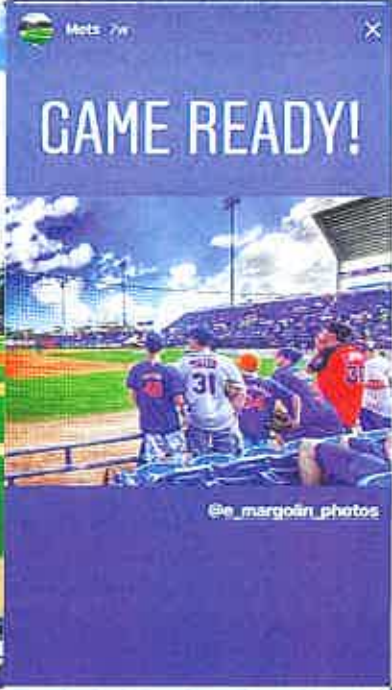
[View Insights](#) [Promote](#)

♥️ 💬 📍 📌

Liked by mydogstink, captglynaustin and 88 others

**visitstlucie** Welcome to opening day of Spring Training for the New York Mets! 📍 #visitstlucie #LGM







# Home RUN



VISITSTLUCIE.COM/METS

 Home of the New York Mets  
Spring Training







ST. LUCIE, FLORIDA

*Where the*

**SEASON**

*Never Ends*



Escape the hustle and bustle of the big city for the serenity of St. Lucie's 21 miles of pristine beaches. An ideal vacation destination for spring training, the winter holidays, or any family getaway, St. Lucie boasts warm sunshine, blue skies, and turquoise blue water year-round. In St. Lucie, our season never ends.

*Start planning your coastal  
escape today at*

**VISITSTLUCIE.COM/METS**





one of 20 area golf courses.

## *Intentional* **WALK**

Lace up your boots and slather on the sunscreen to go from busy sidewalks to peaceful nature walks.



## *Strike* **ZONE**

Go from catching foul balls to catching wahoo and mahi mahi in a world-renowned fishing destination.

## *Home* **RUN**

Take a break from the







*Home* **RUN**



*Home* **RUN**



*Home* **RUN**



*Intentional WALK BY*

ST. LUCIE, FLORIDA  
*Where the*  
**SEASON**  
*Never Ends*

Fort Pierce • Port St. Lucie  
Hutchinson Island

VISITSTLUCIE.COM/METS

*Intentional WALK BY*

ST. LUCIE, FLORIDA  
*Where the*  
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Fort Pierce • Port St. Lucie  
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*Where the*  
**SEASON**  
*Never Ends*

Fort Pierce • Port St. Lucie  
Hutchinson Island

VISITSTLUCIE.COM/METS



**ST. LUCIE, FLORIDA**

*Where the*





Visit St. Lucie @VisitStLucie · 2/23/18  
Such a FUN day at First Data Field!  
#VisitStLucie #SpringTraining2018



2



Visit St. Lucie @VisitStLucie · 2/13/18  
What's more traditional than America's  
favorite past time? Families love @Mets  
Spring Training Games in Port St. Lucie.  
@stluciemets #VisitStLucie #FLTravelChat



1



Visit St. Lucie @VisitStLucie · 1/22/18  
We're getting closer and closer to opening  
day! Have you purchased your tickets yet?  
#VisitStLucie #Mets



1



Twitter





## Willie Redden

---

**From:** Charlotte Bireley  
**Sent:** Tuesday, July 31, 2018 8:56 AM  
**To:** Howard Tipton; Willie Redden; Edward Matthews; Daniel McIntyre  
**Cc:** Erick Gill  
**Subject:** FW: 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

FYI

**Charlotte Lombard Bireley**  
Director of Tourism & Marketing  
St. Lucie County  
2300 Virginia Avenue  
Fort Pierce, Florida 34982  
P: 772.462.1539  
F: 772.462.1128  
[www.VisitStLucie.com](http://www.VisitStLucie.com)



Fort Pierce - Port St. Lucie - St. Lucie County, Florida



**From:** Jason Hendrix [mailto:jhendrix@flsports.com]  
**Sent:** Monday, July 30, 2018 3:18 PM  
**To:** Charlotte Bireley <BireleyC@stlucieco.org>  
**Subject:** 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

**FOR IMMEDIATE RELEASE**  
**JULY 30, 2018**

**2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida**  
*Contact: Jason Hendrix, Director of Communications*  
*850-488-1422 or jhendrix@flsports.com*

**TALLAHASSEE, Fla.** – The Florida Sports Foundation today announced that the 2018 Florida [Grapefruit League](#) generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

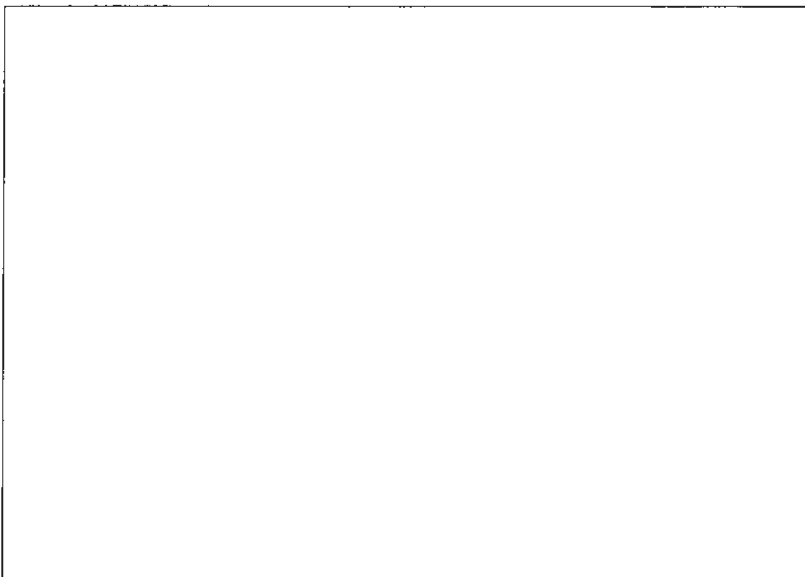
The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.



Governor Rick Scott said, “Each year, fans from around the world come to Florida to enjoy spring training. With incredible experiences, like spring training, happening in Florida, our tourism industry continues to break records. I encourage everyone who came to Florida for spring training this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State, should make this unique experience a priority for next year.”

Angela A. Suggs, President and CEO of the Florida Sports Foundation said, “The Sunshine State offers exceptional opportunities for residents and visitors to enjoy the national pastime of Spring Training. We are pleased with the continued success of the Florida Grapefruit League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play.”

The study showed a 61 percent increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League’s economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams’ games between February 23 and March 27.



A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams’ local markets (52 percent out of state; 18 percent out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain’s findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State’s annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale. Eighty-six percent of fans are making plans to return for the 2019 Florida Spring Training season.

Florida Spring Training dates back to the late 1800s. Under the leadership of former St. Petersburg Mayor Al Lang, four teams were recruited to play in the greater St. Petersburg area for pre-season workouts and eventually grew to nine of the MLB’s then 12 teams in 1925. The number of participating teams in the [Grapefruit League](#) has since grown to 15 of MLB’s 30 teams. Since that time, over 50 Florida communities have hosted MLB Spring Training and eight teams have held their spring training in Florida communities for over 70 years. Since 2000, nearly 30 million fans have attended MLB Spring Training games in Florida.

**Highlights from Florida’s MLB Spring training in 2018 included:**

- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.
- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
- Houston's 2017 World Series Championship resulted in a 21 percent increase in attendance for the Astros at the Ballpark of the Palm Beaches. A total of 67,931 fans attended the Astros' Spring Training Games, up from 55,881 in 2017.
- Seven teams, including the Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees and Philadelphia Phillies, topped the 100,000 total attendance mark.
- The Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.

To access the complete results of the 2018 Florida Spring Training Economic Impact Study, [click here](#).

###

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To be removed from mailings from the Florida Sports Foundation, <http://florida.clearsender.com/manage.php?id=1603034538::787641>

Florida Sports Foundation  
A Division of Enterprise Florida, Inc.  
101 North Monroe Street, Suite 1000  
Tallahassee, FL 32301  
Phone: (850) 410-5286  
[www.flasports.com](http://www.flasports.com)

■

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Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and/or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

## Mets Spring Training: Digital Promotion

### Website: 2 Articles

“There’s more to do after the Mets game”

<https://visitstlucie.com/mets/>

90 page views

“Best Outdoor Activities in Port St. Lucie”

<https://visitstlucie.com/outdoor-guide-to-port-st-lucie/>

319 page views

### Facebook Posts: 3 organic posts

Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLucie  
Reach: 448 people

Welcome to opening day of Spring Training for the New York Mets! . #visitstlucie #LGM  
Reach: 1223 people

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field! #VisitStLucie  
<https://www.mlb.com/mets/tickets/spring-training>  
Reach: 508 people reached

### Instagram: 1 organic post, 6 instastories

Welcome to opening day of Spring Training for the New York Mets! . #visitstlucie #LGM  
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Let’s Go Mets-Reach: 137

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First Game of the Season!-Reach: 136

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It’s a great night for baseball!-Reach: 158

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1,735 followers

*No individual tweet data available*

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“Best Outdoor Activities in Port St. Lucie” article promoted  
5,077 unique opens

*See Social Media Posts Below*

## Facebook

Welcome to opening day of Spring Training for the New York Mets! 🌟 #visitstlucie #LGM See More

Boost Post

44

Like Comment Share

Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLucie See More

Boost Post

Like Comment Share

## Instagram

visitstlucie  
First Data Field

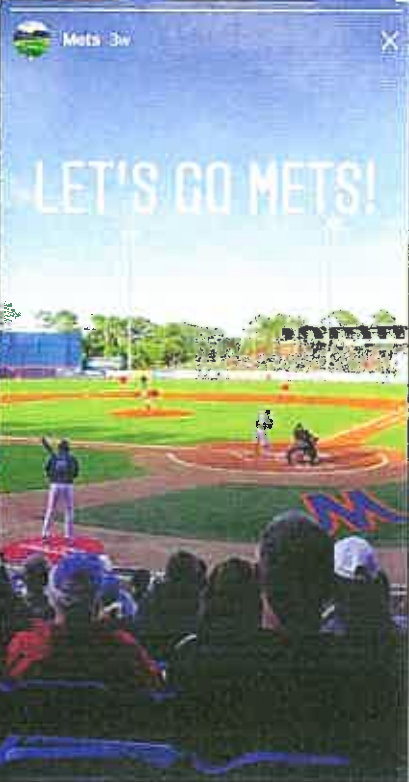
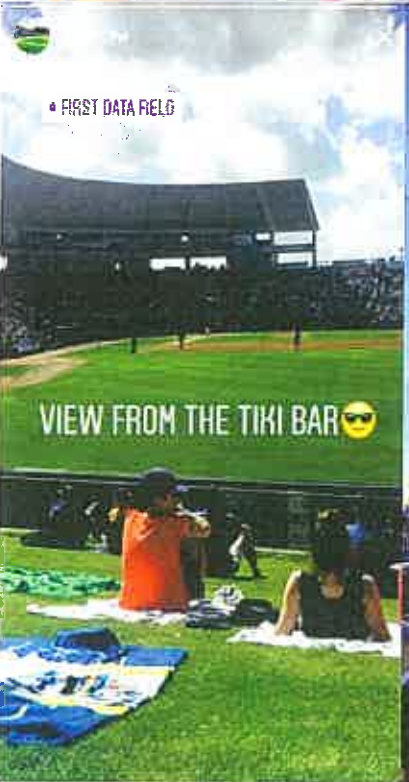
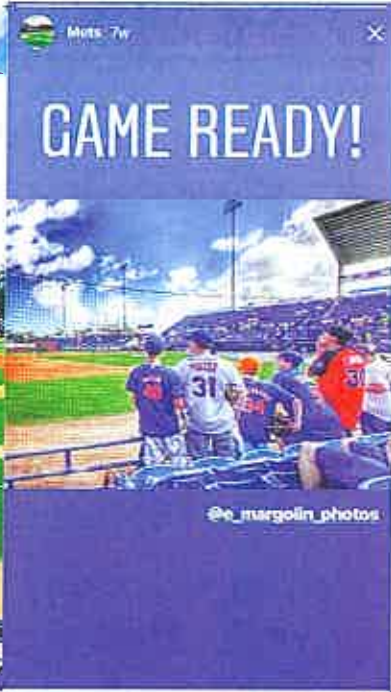
View Insights Promote

Like Comment Share Bookmark

Liked by mydogstink, captglynaustin and 88 others

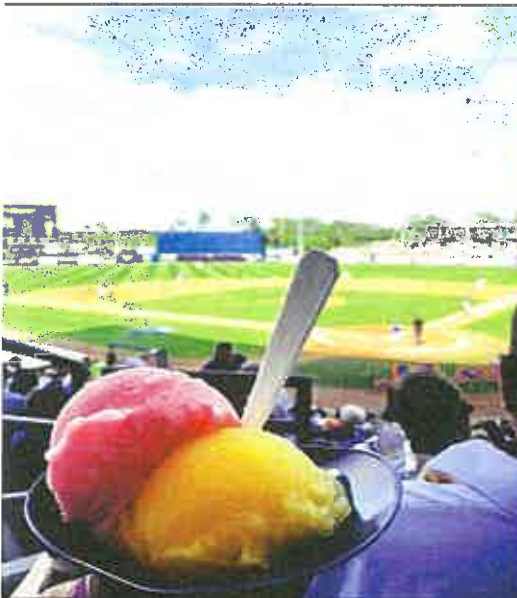
visitstlucie Welcome to opening day of Spring Training for the New York Mets! 🌟 #visitstlucie #LGM







Twitter



Visit St. Lucie @VisitStLucie · 3/20/18  
Spring dreams in St. Lucie. #VisitStLucie  
#firstdayofspring

1 3 19



Visit St. Lucie @VisitStLucie · 3/18/18  
Another good day to watch some baseball  
at First Data Field! #SpringTraining  
#VisitStLucie  
IGER: kaseyblair6

2 5



Visit St. Lucie @VisitStLucie · 3/18/18  
Another good day to watch some baseball  
at First Data Field! #SpringTraining  
#VisitStLucie  
IGER: kaseyblair6

2 5



Visit St. Lucie @VisitStLucie · 3/7/18  
Anyone else headed to the Mets vs.  
Yankees game today? #VisitStLucie  
#SpringTraining

1



Visit St. Lucie @VisitStLucie · 2/23/18  
Such a FUN day at First Data Field!  
#VisitStLucie #SpringTraining2018

🗨️ 2 ❤️ 7 ↗️



Visit St. Lucie @VisitStLucie · 2/13/18  
What's more traditional than America's  
favorite past time? Families love @Mets  
Spring Training Games in Port St. Lucie.  
@stluciemets #VisitStLucie #FLTravelChat

🗨️ 1 ↻️ ❤️ 5 ↗️



Visit St. Lucie @VisitStLucie · 1/22/18  
We're getting closer and closer to opening  
day! Have you purchased your tickets yet?  
#VisitStLucie #Mets

🗨️ 1 ❤️ 1 ↗️



# St. Lucie

## Where the Season Never Ends

Download the FREE Visit St. Lucie Travel App now and discover a listing of beaches, exciting activities, dining options, special events and more... all at your fingertips!



Fort Pierce • Port St. Lucie • Hutchinson Island

St. Lucie  
Florida

*...from tides to trails*

VisitStLucie.com



Available on the  
**App Store**



Get it on  
**Google play**



# Mets - Parks2018

Generated by **Erick Gille** as Aug 10 2018, 2:35PM



St. Lucie County shared **St. Lucie Mets's post.**

Jan 4, 2018

It's not too early to start thinking about Spring Training....

### St. Lucie Mets

Hey Fans! Want to get your hands on a 5-game package, Yankees Package, or Season Tickets for Spring Training? You have until January 12th to get them! Call the Box Office at 772-871-2100 Monday-Friday, 10:00 am - 4:00 pm to grab your tickets before single game tickets go on sale on January 13th!

Post ID: RST\_nlPNhwsikVZ9TRwvjfhi  
Post Type:  
Created Date: Jan 4, 2018  
Modified Date: Jul 19, 2018  
Signature: 28196db0310341f899d3cfc68c637dc6debae4...



Michael-and Virginia Claus and 6 other



Michael-and Virginia Claus



Stephanie Downey



Patricia O'Neill Durham



Bob Reyer



Merary Lane



Evelyn Grier



Patty Hutchinson



Visit St. Lucie

Jan 4, 2018

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field!  
#VisitStLucie  
<https://www.mlb.com/mets/tickets/spring-training>

Post ID: RPH\_1BnTelMhpxwEIA@BmXWQF  
Post Type:  
Created Date: Jan 4, 2018  
Modified Date: Apr 18, 2018  
Signature: 5da3d1f92a65a121e280896c3e7f3a9669e592...



**Visit St. Lucie**

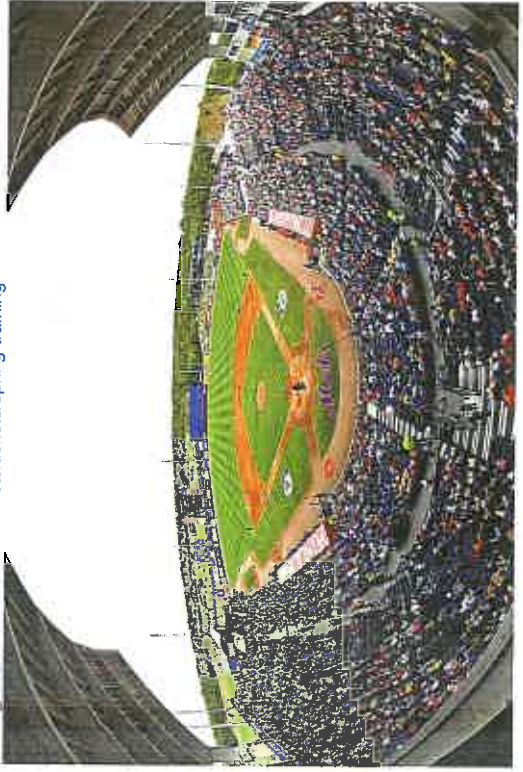
Jan 4, 2018 (Modified at Apr 18, 2018)

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field!

#VisitStLucie

<https://www.mlb.com/mets/tickets/spring-training>

#training <https://www.mlb.com/mets/tickets/spring-training>



**Visit St. Lucie**

Jan 4, 2018

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field!

#VisitStLucie

<https://www.mlb.com/mets/tickets/spring-training>



Joyce Moran and 7 other



Joyce Moran



Janel Lindstrom Cohen



Kevin O'Neil



Dave Hutchings



Sandy Janine Turgeon Roy



Lynda Leach Baker



Steven McGeary



Cheryl N Brian Brush

 **St. Lucie County to St. Lucie Mets**  
Jan 4, 2018

This month's Covering the Bases with the St. Lucie Mets and the St. Lucie County Chamber of Commerce focuses on CareBag and the SLCTV video PSA grant program. <https://youtu.be/K7KEpDdcv7E>



**Covering the Bases with the Mets January 2018**

Hosts Terissa Aronson and Paul Tagliari welcome Rozanne Brown, Executive Director, CareBag Inc. and Erick Gill, Communications Division Director, St. Lucie C...

<https://www.youtube.com/embed/K7KEpDdcv7E?autoplay=1>

 St. Lucie County Chamber of Commerce and 1 other

 St. Lucie County Chamber of Commerce

Michael and Virginia Claus



 **St. Lucie County** shared **St. Lucie Mets's post**  
Jan 11, 2018

Post ID: RST\_1u@MSZN6075MH\_slc2Y9U  
Post Type:

Post ID: RST\_2Pbu3zclNdxzV2O9jD@rf  
Post Type:  
Created Date: Jan 4, 2018  
Modified Date: Jun 11, 2018  
Signature: 055665b587afb50b9426516154128b511aa347c...

### #letsgomets Single-game tickets on sale this weekend. #tcpalmsocial

Created Date: Jan 11, 2018  
Modified Date: Aug 10, 2018  
Signature: 8d8c9ae433feb13848eca6e79f9be602b7fc5b97...

#### St. Lucie Mets

Want to get your hands on some New York Mets Spring Training Tickets? Come out to First Data Field THIS SATURDAY, January 13th, to purchase your tickets! Single game tickets go on sale at 10:00 am (box office, phone, and online).

Have you ever dreamed of singing the National Anthem at a Spring Training Game? You can audition from 9:00 am - 12:00 pm on Saturday January 13th at First Data Field!

Want to work at First Data Field? We will also be holding our annual Job Fair in the Conference Room at the stadium from 10:00 am - 2:00 pm! You can fill out your application and be interviewed at the same time!

It's also the LAST DAY to sign up for Silver Sluggers at the Early Bird Discounted price of \$20!

Have a child or grandchild under the age of 14? Sign them up for Klutch's Kids Crew at the stadium!

For more information, email [info@stluciemets.com](mailto:info@stluciemets.com)!

Joe Zelenak and 8 other



Joe Zelenak



Grace Casco



Patricia O'Neill Durrham



Bob Reyer



Ashley Smith



Linda Norman



Michael and Virginia Claus





George Stock



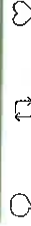
Simone Sessanna



Visit St. Lucie @VisitStLucie Jan 16, 2018

AS: Visit the A.E. Backus Museum- named after one of Florida's greatest landscape painters, enjoy a @Mets game at First Data Field, & spot manatees at the Manatee Education & Observation Center. #VisitStLucie #FLTravelChat

[pic.twitter.com/ZEQ9c1E15](https://pic.twitter.com/ZEQ9c1E15)



St. Lucie County @StLucieGov Jan 16, 2018

Single tickets are on sale now for the @Mets at First Data Field in @CityPortStLucie #VisitStLucie



Visit St. Lucie Retweeted



St. Lucie Mets @stluciemets Jan 16, 2018

A lot of snowy @MilB photos popping up today. You won't find that here! #Mets #SpringTraining pic.twitter.com/U4QLVqEcks

Post ID: RTW\_1KWdJj8eR6aTSgd8scvK2

Post Type:

Created Date: Jan 16, 2018

Modified Date: Feb 23, 2018

Signature: 62b0d2cca16e9084538e80b0zc87a43feaz63bd53...

Post ID: RTW\_31gLyw6y9s1Y6HvfkH@sL

Post Type:

Created Date: Jan 16, 2018

Modified Date: Apr 9, 2018

Signature: 1175ba517063483bf62d46affdadae431bc81dag18...

Post ID: RTW\_28zPRCCExDzes1WSeH8p\_q

Post Type:

Created Date: Jan 17, 2018

Modified Date: Apr 9, 2018

Signature: 5361ae395271fd60e5737c4b5db4614d755baa72...



Visit St. Lucie Retweeted



St. Lucie Mets @stluciemets Jan 19, 2018

Congrats to the 2017 St. Lucie Mets who are going to major league camp!  
@PeterAlonsozo, @pattaymazzo, @TimTebow, @TylerBashlor, Adonis Uceta,  
Gerson Bautista #Mets #SpringTraining pic.twitter.com/1MVIC1V7mW



Post ID: RTW\_2tmh77@zGd5MVjioUNgftk

Post Type:

Created Date: Jan 19, 2018

Modified Date: Apr 9, 2018

Signature: 4161df71e49aeacc79b6558e392c1ce191adcaec9c5...







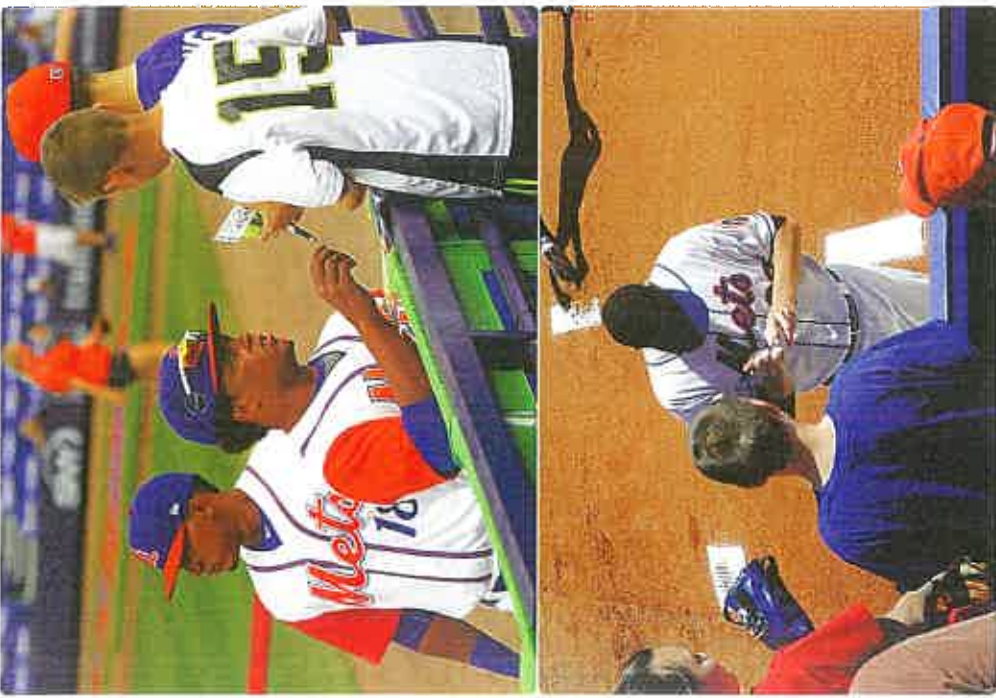
**Visit St. Lucie** @VisitStLucie Feb 13, 2018  
We're getting closer and closer to opening day! Have you purchased your tickets yet? #VisitStLucie #Mets pic.twitter.com/51aUg2gm10

Post ID: RTW\_nr@DY\_bz2k54lBgl7GWrg  
Post Type:  
Created Date: Jan 22, 2018  
Modified Date: Jun 3, 2018  
Signature: 5ac3f3065603a89215110c83794c2034098e595b38...



**Visit St. Lucie** @VisitStLucie Feb 13, 2018  
@VISITFLORIDA What's more traditional than America's favorite past time? Families love @Mets Spring Training Games in Port St. Lucie. @stluciemets #VisitStLucie #FLTravelChat pic.twitter.com/skUXSCnJGk

Post ID: RTW\_2SVoLKzR9jPhCcNlWGhxl  
Post Type:  
Created Date: Feb 13, 2018  
Modified Date: Apr 9, 2018  
Signature: 389e424a3f86cf3865529467416e89e1a66f6e6721...



**VISIT FLORIDA** @VisitFLORIDA Feb 13, 2018  
@VisitStLucie @Mets @stluciemets Agreed! #FLTravelChat



**VISIT FLORIDA** @VisitFLORIDA Feb 13, 2018  
@VisitStLucie @Mets @stluciemets Agreed! #FLTravelChat



Post ID: 963485812619972609  
Post Type:  
Created Date: Feb 13, 2018  
Modified Date: Feb 13, 2018  
Signature: 383e42da3f86cf3865529467416e89e1a66f6e6721...

Post ID: 963485812619972609  
Post Type:  
Created Date: Feb 13, 2018  
Modified Date: Feb 13, 2018  
Signature: 383e42da3f86cf3865529467416e89e1a66f6e6721...



Feb 18, 2018

Created Date: Feb 18, 2018

Modified Date: Apr 18, 2018

Signature: 3c0f8e9a4935b13aa405f99ba9345b23143b32...

St. Lucie County is looking for volunteers to help staff the front desk and answer the phone at the Administration Complex Monday through Friday 8 a.m. to 5 p.m. in four-hour shifts. Volunteers will help answer phones and direct visitors to the proper departments. If you are interested in volunteering for one of St. Lucie County's Best Places to Work, fill out an application online at <http://bit.ly/2asaxff1>



### St. Lucie County

Feb 18, 2018 (Modified at Apr 18, 2018)

St. Lucie County is looking for volunteers to help staff the front desk and answer the phone at the Administration Complex Monday through Friday 8 a.m. to 5 p.m. in four-hour shifts. Volunteers will help answer phones and direct visitors to the proper departments. If you are interested in volunteering for one of St. Lucie County's Best Places to Work, fill out an application online at <http://bit.ly/2asaxff1>





**St. Lucie County**

Feb 13, 2018

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Susan Johnson and 18 other



**Jim Baker**

so they have millions of our tax dollars to give to the mets but need volunteers to answer phones and tell people where to find things.

#weneednewcityleaders

Feb 10, 2018

Post ID: 916072245236542\_919207254923041  
Post Type: Comment



**St. Lucie County**

The Board of County Commissioners operates First Data Field (the spring training home of the New York Mets) with revenue from the 5-cent bed tax placed on all short-term rentals (less than 6 months) - not general fund tax dollars. This 5-cent bed tax can only be used for tourism promotions and the debt/operations of the stadium. It cannot be used for things such as repaving roads or sidewalks or staff outside the stadium. As for the benefits of having a spring training facility - a 2013 study from the University of Michigan found that the New York tourist market generates an estimated \$35.6 million in economic activity to our county per year. <http://archive.tcpalm.com/sports/spring-training/analysis-st-lucie-county-pays-up-to-3-million-a-year-to-subsidize-new-york-mets-spring-training-c-2a-370846081.html>

Post ID: 916072245236542\_919217751588658  
Post Type: Comment



Feb 18, 2018



Susan Johnson



Kristin Blanco



Doug Glascox



Patty Laventure Jenkins



Joseph Murphy



Linda Edge Hudson



Jenae Meines



Amy Mott Griffin



Erica Gordon



Shelly Flanigen Prestridge



Lauren Johnson



Linda Hudson



Carole Sue Grimes



Grisela Lajara



Jody Rosenberg



Jing Collie



Kori Benton



Linda Norman



Jon Hall



**St. Lucie County** @stluciegov Feb 15, 2018  
St. Lucie County Commissioner Cathy Townsend cheers as area @SpecialOlympics players got the chance to workout with the @Mets Sunday.

pic.twitter.com/IKSPYp2x0Y



Post ID: RTW\_2BH9fRgVGtnblfj38d\_\_6X  
Post Type:  
Created Date: Feb 18, 2018  
Modified Date: Apr 9, 2018  
Signature: 35b0183140bb94cfd1811b14397d0023e360b849ea...



Feb 18, 2018

Post Type:

Created Date: Feb 18, 2018

Modified Date: Jul 19, 2018

Signature: 94fe0b80aeb110c8784a16af36078a32da13f459...

St. Lucie County Commissioner Cathy Townsend had the opportunity to join dozens of competitors from the Special Olympics Florida - St. Lucie County as they worked out with members of the New York Mets on Sunday. #LetsGoMets #SpringTraining



Michael and Virginia Claus and 32 other



Michael and Virginia Claus



Amy Mott Griffin



Brandon Merrick



Nikki Leserra





Carol Camp Bishop



Laurie Valdez



Alicia Stier



Karen Thompson Scott



Linda Hudson



Nikki Alez



Jody Rosenberg



Carol O'Connor Murray



Bob Reyer



Evelyn Stover



Kim Lacey



Steve Fuentes



Lynette Bereta Marraffa



Linda Norman



Dawn Thibodeau Milone



Carole Sue Grimes



Melanie Dimmett



Jon Hall



Lori Shepherd



Marilyn E. Perez Soto



Tracy Jahn



Neil Chase



Cheryl Boltz



Virginia Topic



Suzanne Hitchcock



Starry Serendipity



Kurt Yeager



Silva Jerry Janice



Denise Hanes



St. Lucie County Retweeted



**St. Lucie County** @stluciedgov Feb 20, 2018

The @Mets first spring training home game at First Data Field in @CityPortStLucie is Friday, Feb. 23 - get your tickets now! #LetsGoMets #TCPalmSocial twitter.com/LeahVossVisual...



**Leah Voss** @leahvossvisuals

These #Mets look pretty happy it's February! @TCPalm Photos: bit.ly/zEEeQV pic.twitter.com/rdDY8py8e



Feb 21, 2018



Visiting Port St. Lucie for a New York Mets Spring Training Game? There's so much more to do than baseball! #VisitStLucie https://visitslucie.com/mets/

Post ID: RTW\_10br7YUOP4Pxixuf0fepdg

Post Type:

Created Date: Feb 20, 2018

Modified Date: Feb 23, 2018

Signature: 6d69923214a753435f86c9089f8agf26075c4e6a4eb...

Post ID: RVL\_3ZBDdtdfrrsWsx4BFwSszNK

Post Type:

Created Date: Feb 21, 2018

Modified Date: Jul 19, 2018

Signature: 1331c51024a3d55eb4c02b16192161edf7a3b7...



 Luce Rivest and 23 other

 **Sandra Clawson**  
Beautiful Saint Lucie!  
Feb 21, 2018



Luce Rivest



Janet Bird Fuller



Mary Ann Davis

Post ID: 1367995446640474 - 1368133656626653  
Post Type: Comment

Post ID: RVL\_3ZBDDdtrssWsxIBEWszNK

Post Type:

Created Date: Feb 21, 2018

Modified Date: Jul 19, 2018

Signature: 1331c51024a3d55eb4c02b16192161edf7a3b7...



Luce Rivest



Janet Bird Fuller



Mary Ann Davis



Don Myers

Maxime Nuvoli



Rejean Larue



Monica J Cappas



Donna Kratzer



Tammy Todesco



Alexandra Marie



Doreen Nist



Cheryl N Brian Brush



Noe Torres



Barbara Grace Schopp



Janel Lindstrom Cohen



Sylvie Mottard



Marina Majdek



Tayler Hardison



Lee Carter



Paul Montiere



KD Mack



Ken Rau



Geri Wolters



Annmarie Lynn



St. Lucie County was live.  
Feb 23, 2018

Opening day at First Data Field...#letsgomets  
New York Mets Visit St. Lucie City of Port St. Lucie

Post ID: RVP\_zUn@5kr7EDJNBC4McYBh

Post Type:

Created Date: Feb 23, 2018

Modified Date: May 23, 2018

Signature: 968d6669c594a023f1b482ec5bdf539b8e8f435...



**Denise Cox**

The traffic 🇺🇸

Feb 23, 2018

**Carol Feltham**

Hope they're not going to make you run

Feb 23, 2018

**Lorraine Bizzaro Giordano**

Feb 23, 2018

**Visit St. Lucie**

Feb 23, 2018

Welcome to opening day of Spring Training for the New York Mets! 🇺🇸 #visitstlucie #LGM

Post ID: 922183247958775\_922354531274980

Post Type: Comment

Post ID: 922183247958775\_922216461288787

Post Type: Comment

Post ID: 922183247958775\_922190341291399

Post Type: Comment

Post ID: RPH\_eS0i31f6KMyy/czjkETFa

Post Type:

Created Date: Feb 23, 2018

Modified Date: Apr 9, 2018

Signature: 643f326753406f1322ef97c9fbefec40e085d51a...



Janet Bird Fuller and 44 other



Janet Bird Fuller



Loretta Cimmino Amoruso



Anna Haverlin



Jim Diane Huneke



Kim Dagggett Molloy



Betsy Ruiz





Elizabeth Mamoni Deepa



KD Mack



Alexandra Espinosa



Donna Wish Agostino



Joanne Mccolgan



Rafael Burgos



Karen Wyder



Jessica Maria



Jose Luis Acosta



Peg Brisky Peist



Kerry Fasce-Tarallo



Cheryl Blotnick-Gaidelis



Sixta Marrero



Kevin Greene



Ashley Marie Slater



Cheryl N Brian Brush



Billy Gibson



Tiffany Sperling



Don Myers



Donna Kratzer



Christina Carroll



Sandra Clawson



Anne Gerega



David Keenan



Coleen Seitter



Noe Torres



Jeremiah Johnson



Wendy Altemari



Pierre Rivard



Rebecca June Browning



Beverly N Tom Buce



Carol O'Connor Murray



Carlene Laflamme

Julie Nesko Bryant



Arlene Nilsson



Mary Fuentes



Ken Taylor



Nora Scheper



Geri Wolters



**St. Lucie County** @stluciegov Feb 23, 2018  
@wpbf\_tiffany @Mets @VisitsLucie @wpbf\_angela @WPBF25News Thanks!  
Right place, right time.



**Tiffany Kenney** @wpbf  
@StLucieGov @Mets @VisitsLucie @wpbf\_angela @WPBF25News

Post ID: RTW\_3w\_gSu\_puqrOdczmWspQYM  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Feb 23, 2018  
Signature: 968a93c46fd3c4b7c3d89oodec33dc4e8565e09a7e...

Post ID: 967119548192354305  
Post Type:  
Created Date: Feb 23, 2018

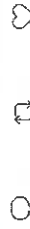
May I use it on my FB page? Who should I say took it? Photo courtesy?



**angelarozier** @wpbf\_angela Feb 23, 2018  
**@StLucieGOV @wpbf\_tiffany @Mets @VisitStLucie @WPBF25News**  
Love it!



**Tiffany Kenney** @wpbf\_tiffany Feb 23, 2018  
**@StLucieGOV @Mets @VisitStLucie @wpbf\_angela @WPBF25News**  
May I use it on my FB page? Who should I say took it? Photo courtesy?



**angelarozier** @wpbf\_angela Feb 23, 2018  
**@StLucieGOV @wpbf\_tiffany @Mets @VisitStLucie @WPBF25News**  
Love it!



**Tiffany Kenney WPBF** shared a photo  
Feb 23, 2018  
Oh baby! It's spring training. This "bump" shot (isn't it awesome?) was taken by L...

Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

Post ID: 967119082473574400  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

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Post Type:  
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Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

Post ID: 967119082473574400  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

Post ID: RVP\_y9yrtbUJE@YB6QmMUD5E@  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Jul 25, 2018  
Signature: 451893c01290316e58bcc2380d3b86f87daSaa...



**John Denelli**  
pretty neat, she definitely has a home run, Tiffany Kenney WPBF



Feb 24, 2018



**Visit St. Lucie** @VisitStLucie · Feb 24, 2018  
Stop in at P.P. Cobb's for a snack or old-fashioned treat in Downtown Fort Pierce.  
#VisitStLucie pic.twitter.com/oa7njoJPYQ

Post ID: 2113786552183242\_2114201332141764  
Post Type: Comment

Post ID: RTW\_17XN3kR7aRXy0jGK99DSn  
Post Type:  
Created Date: Feb 24, 2018  
Modified Date: Apr 9, 2018  
Signature: 6592bf89fa554b9f83690864e9e36292bd2a8ba5f5...



Freezer

Timestamp: 2018/08/10 11:12:54

URL: <https://social.pagefreezer.com/pdfs/1533926115454/fin.html>

10/19



**jla** @jlaughnelliady

[@VisitsLucie](#) And then.. go to a Mets Game at First Data Field! Let's GO

[Mets](https://pic.twitter.com/B496ELuw7) [pic.twitter.com/B496ELuw7](https://pic.twitter.com/B496ELuw7)

Post ID: 96750636278892544

Post Type:

Created Date: Feb 24, 2018

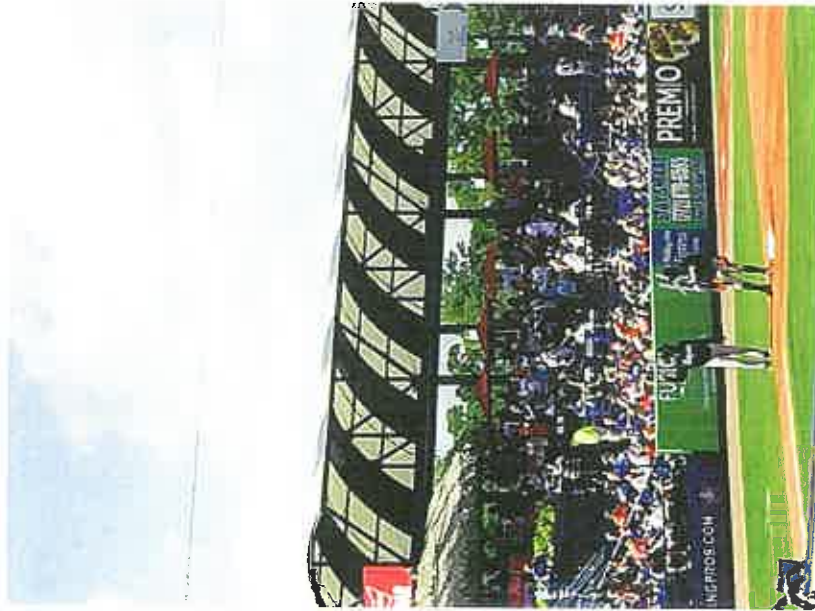
Modified Date: Feb 24, 2018

Signature: 6592bf89fa554b9f83690864e9e36292bd2a8ba5f5...

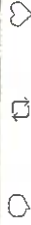
*Alerts*











**jla** @OriginalLuceAnd  
Feb 24, 2018

**@VisitLuce** And then... go to a Mets Game at First Data Field! Let's GO Mets!  [pic.twitter.com/B496ELUwW7](https://pic.twitter.com/B496ELUwW7)

Post ID: 967506336278892544

Post Type:

Created Date: Feb 24, 2018

Modified Date: Feb 24, 2018

Signature: 6592bf89fa554b9f83690864e9e36292bd2a8ba5f5...







**St. Lucie County**  
Feb 26, 2018

Want to win a baseball bat signed by Tim Tebow and the 2017 St. Lucie Mets? The St. Lucie Mets are working with the Michael F. Bradley Chapter 566 Vietnam Veterans of America to raffie off an autographed bat with all proceeds going to St. Lucie County Veterans. Tickets are \$5 and can be purchased at the Veteran Services Office, 1664 SE Walton Road, Port St. Lucie or the Community Services Office, 437 N 7th St., Fort Pierce. The winning ticket will be selected May 31 at First Data Field as the St. Lucie Mets take on the Jupiter Hammerheads. For details call 772- 337-5670

Post ID: RPH\_2UEF\_RIHGWFH25954Y4IB

Post Type:

Created Date: Feb 26, 2018

Modified Date: Apr 9, 2018

Signature: 59b0eb91f4ce34e93f83563f29f3be6d4ca3260...



Jeanne Johnson and 24 other



Jeanne Johnson



Charlie Moe



Helen Marie Gates



Yvonne Moss-Hayes Tomlin



Sarah Hickey

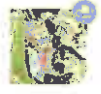


Cheryl Ann



Mabel A Wasson





Kathi Martinez



Kathy Kinne



Eneida Ramos



Tracy Coggins



Ruthie Doyno DeStafney



Christopher J. Waldrop



Dez Orchids



Mary Bleau



Patricia O'Neill Durham



Carol Camp Bishop



Janet Moores



Evelyn Grier



Lavinia Milligan Sala



Cheryl N Brian Brush





**Visit St. Lucie** @VisitStLucie Mar 5, 2018

After the NY Mets game-go explore St. Lucie [buff.ly/zos6bjc](http://buff.ly/zos6bjc)

[pic.twitter.com/WHEd7765g](http://pic.twitter.com/WHEd7765g)

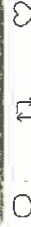
Post ID: RTW\_37IL5Kl@n609Rv@nN6q95z

Post Type:

Created Date: Mar 5, 2018

Modified Date: Apr 9, 2018

Signature: 2ba80d99bea447fa17333c50e1a696c6ee0d63c50...



**Visit St. Lucie** @VisitStLucie Mar 7, 2018

Anyone else headed to the Mets vs. Yankees game today? #VisitStLucie

[SpringTraining.pic.twitter.com/XixydKnxP7](http://SpringTraining.pic.twitter.com/XixydKnxP7)

Post ID: RTW\_4KEU0ST@R@6WKUuKarm\_h

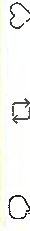
Post Type:

Created Date: Mar 7, 2018

Modified Date: Apr 9, 2018

Signature: 32c78637995c26c614be5686c51a4f675ff6bcf7ebb...





Visit St. Lucie Retweeted



**Laurie K. Blandford** @laurieblandford

What's the best way to enjoy a staycation on the Treasure Coast during Spring break? Spring training games in #PortStLucie! Plus, @TimTebow's last #Mets

game before being sent to the minors. pic.twitter.com/wdE84Cu4yq



Post ID: RTW\_3Memg8nRya0zcVPSH3KacW

Post Type:

Created Date: Mar 14, 2018

Modified Date: Apr 9, 2018

Signature: 4c9ea29caace613bc643adf2d7aa2e31fcb3a49boef...

Fort Pierce • Dyer Chevy Deals.com

Today's Line Up

	POS.
<i>Mets</i>	
7 Brandon Nimmo	CF
17 Jody Bruce	RF
23 Adrian Gonzalez	1B
18 Travis d'Arnaud	C
7 Jose Reyes	SS
7a Phil Evans	SS
83 Tim Tebow	LF
2 Gavin Cecchini	DH
50 Luis Guillorme	2B
54 Noah Syndergaard	3B
	RHP

PITCHER





 **St. Lucie County to St. Lucie Mets**

Mar 16, 2018

On this month's Covering the Bases with the St. Lucie Mets and the St Lucie County Chamber of Commerce learn more about E.N.D.IT!

<https://youtu.be/n6td9WOS95w>

Post ID: RST\_314@ppVhcqpxbuBkU7kKqYq

Post Type:

Created Date: Mar 16, 2018

Modified Date: Jun 11, 2018

Signature: 5f6c70acbface6d946376bb3a5878ddeebed56e5...





### Covering the Bases with the Mets March 2018

Hosts Terissa Aronson and Paul Taglieri welcome Sonia DuPre, Co-Founder of E.N.D.IT! and discuss the upcoming Spring Training Season.

<https://www.youtube.com/watch?v=3PLAY-1>

**Visit St. Lucie** @VisitStLucie (Mar 29, 2018)

The St. Lucie Mets opening night is only 7 days away! #VisitStLucie



**St. Lucie County to St. Lucie Mets**

Apr 9, 2018

Learn more about the Port St. Lucie Business Women on Covering the Bases with St. Lucie Mets and St Lucie County Chamber of Commerce.

<https://youtu.be/fyB9lIFpb18>



Post ID: RTW\_1NEVZ8mWfjIbD@Xts@lph  
Post Type:  
Created Date: Mar 29, 2018  
Modified Date: Mar 29, 2018  
Signature: 1b15277f59231582be314b0a61c876539b094693084...

Post ID: RST\_Wwcuzi\_qNbfikvmG3Xea  
Post Type:  
Created Date: Apr 9, 2018  
Modified Date: Jun 11, 2018  
Signature: 1f1e5c1e2e6141703ec5f0e79dc27baf7b6d1c...

### Covering the Bases with the Mets April 2018

Hosts Terissa Aronson and Paul Taglieri welcome Angela Hayle, Vice-President of the Port St. Lucie Business Women nonprofit. They also play a game "Guess wha..."

https://www.youtube.com/watch?v=VIBL1PUBZAVQ&list=PLA1...

Michael-and Virginia Claus and 4 other

Michael-and Virginia Claus

Chris Taylor

Mary PG

Mark Sammartino

Sandra Dineley

Visit St. Lucie Retweeted  
**St. Lucie Mets** @stluciemets April 23, 2018  
We are back at @FirstData Field for the next 7 days. Come check us out! #STLMets  
mlb.com/st-mets/news/m... pic.twitter.com/3tKwKxjTNG



Post ID: RTW\_1dQy2GbfraITU\_PhdqKdu6  
Post Type:  
Created Date: Apr 23, 2018  
Modified Date: Apr 23, 2018  
Signature: 1ac532bef456dc76e94d3e4a6a84760d923e321fd...

**Visit St. Lucie** @visitslucie May 12, 2018  
Hit the ballpark this summer & enjoy a St. Lucie Mets game! #VisitsLucie  
@stluciemets pic.twitter.com/JET7Xlp840



Post ID: RTW\_YoD8rYfd4YVCsWej6QNiL  
Post Type:  
Created Date: May 12, 2018  
Modified Date: May 12, 2018  
Signature: 7e16ce65c83ca5c3daz9d793addo8e4344141f260...

**St. Lucie County to St Lucie County Chamber of Commerce**  
May 12, 2018

The St Lucie County Chamber of Commerce and the St. Lucie Mets welcome Gail Steward with Patches PPEC on this month's Covering the Bases with the Mets.  
<https://youtu.be/vZLZaYFDJA>



Post ID: RST\_2jah7q@TrA4ZWSfzVSSgTL  
Post Type:  
Created Date: May 12, 2018  
Modified Date: Jun 11, 2018  
Signature: 296c1a6896c1440adda0a4850d11a5c84896a...

### Covering the Bases with the Mets May 2018

Hosts Terissa Aronson and Paul Taglieri welcome Gail Steward, Administrator for Patches PPEC, a licensed non profit pediatric nursing center. They also play ..

HTTPS://WWW.YOUTUBE.COM/EMBED/ZZL.../V/HUVAUUCPLAYs4T



Visit St. Lucie @VisitStLucie May 15, 2018

As: Visit First Data Field for family night at a St. Lucie Mets game!! #FLTravelChat  
#VisitStLucie @stluciemets pic.twitter.com/PyeYZeXXaz



St. Lucie County shared a photo  
May 17, 2018

Attention parents: Help your children avoid the summer slide by taking part in St. Lucie County Library's Summer Reading Challenge. Featuring opportunities for all ages (newborns to teens), children can keep reading logs for a chance to win a Kindle Fire and tickets to a St. Lucie Mets game at First Data Field. The challenges runs June 1 - Aug. 4 with a Kickoff Party on Saturday, June 2 at four branch libraries. For details visit: [www.stlucieco.gov/library](http://www.stlucieco.gov/library).

Post ID: RTW\_34fPTg9PkReuzjnS3wN\_d

Post Type:

Created Date: May 15, 2018

Modified Date: May 15, 2018

Signature: 9689fd4879879b5d667a15d0368c44d280a70a64...

Post ID: RSI\_2TTwXJjgrZHloabXDA7Gj6

Post Type:

Created Date: May 17, 2018

Modified Date: Aug 10, 2018

Signature: 38f1e7ec4a3a8dc2cab0e2ddf930cdca56b024...





 Andrea Santoro and 34 other

 **Brittany Sheffield**  
Stephanie Darley  
May 20, 2018

 **Joshua Rossyn**  
Zayda Money Molly M Oneysmith  
May 19, 2018

 **Minette Postlethwaite**  
Hannah Macrae  
May 17, 2018



Andrea Santoro



Janie Tausch



Janet Bird Fuller



Christina Wilson



Tracie Holt Crispino

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Post Type: Comment

Post ID: 968447853332314\_969456976564735  
Post Type: Comment

Post ID: 968447853332314\_968483973328702  
Post Type: Comment





Jessica Ann La Barca



Cindy Fletcher

Visit St. Lucie @VisitStLucie [Jun 6, 2018](#)  
Catch a St. Lucie Mets game this summer! #VisitStLucie @stluciemets  
[buff.ly/2zL7roz](#) [pic.twitter.com/d5xwvDcRll](#)



Post ID: RTW\_3fDgkzn7P\_pTv@PsK\_hEi  
Post Type:  
Created Date: Jun 6, 2018  
Modified Date: Jun 6, 2018  
Signature: 6d2b4b931ae22a7a0d6692b797b99c3a447957c2...

Visit St. Lucie  
Jun 10, 2018

Visit St Lucie is at the Mets vs Yankees today at Citi Field. Even our heroes want to #VisitStLucie!!! #LGM #NYPD

Post ID: RPH\_2EWGslYsXpzmz@f6EieK0H  
Post Type:  
Created Date: Jun 10, 2018  
Modified Date: Jun 11, 2018  
Signature: 245af2f6240513cc5d8d372409d26929287b24...



Stephanie Hardison and 9 other



Stephanie Hardison



Niria Villazon



Tayler Hardison



Beverly N Tom Buce



Diane Stella



Marilyn Newman Canteimi



Diana Matos



Karen Wyder



Sylvie Mottard



Barb Kovacs Fesch



**St. Lucie County to St. Lucie Mets**

Jun 11, 2018

This month's Covering the Bases welcomes Angel Pietsch, Executive Director of Little Birthday Angels that provide birthday parties for homeless children on the Treasure Coast with the St. Lucie Mets & St Lucie County Chamber of Commerce.

<https://youtu.be/3cUHoN-wJGo>



Post ID: RST\_WSEnGROHRIKoo1d6@uYXf  
Post Type:  
Created Date: Jun 11, 2018  
Modified Date: Jun 11, 2018  
Signature: 1ab7d8e7fe8219a8694ff0233da2802342a956...

**Covering the Bases with the Mets June 2018**

Hosts Terissa Aronson and Paul Taglieri welcome Angel Pietsch, Executive Director of Little Birthday Angels that provide birthday parties for homeless childr...

<https://www.youtube.com/watch?v=3cUHoN-wJGo>

Keturah Romer-Chambless and 1 other



Keturah Romer-Chambless



Jenna Lynn Taylor

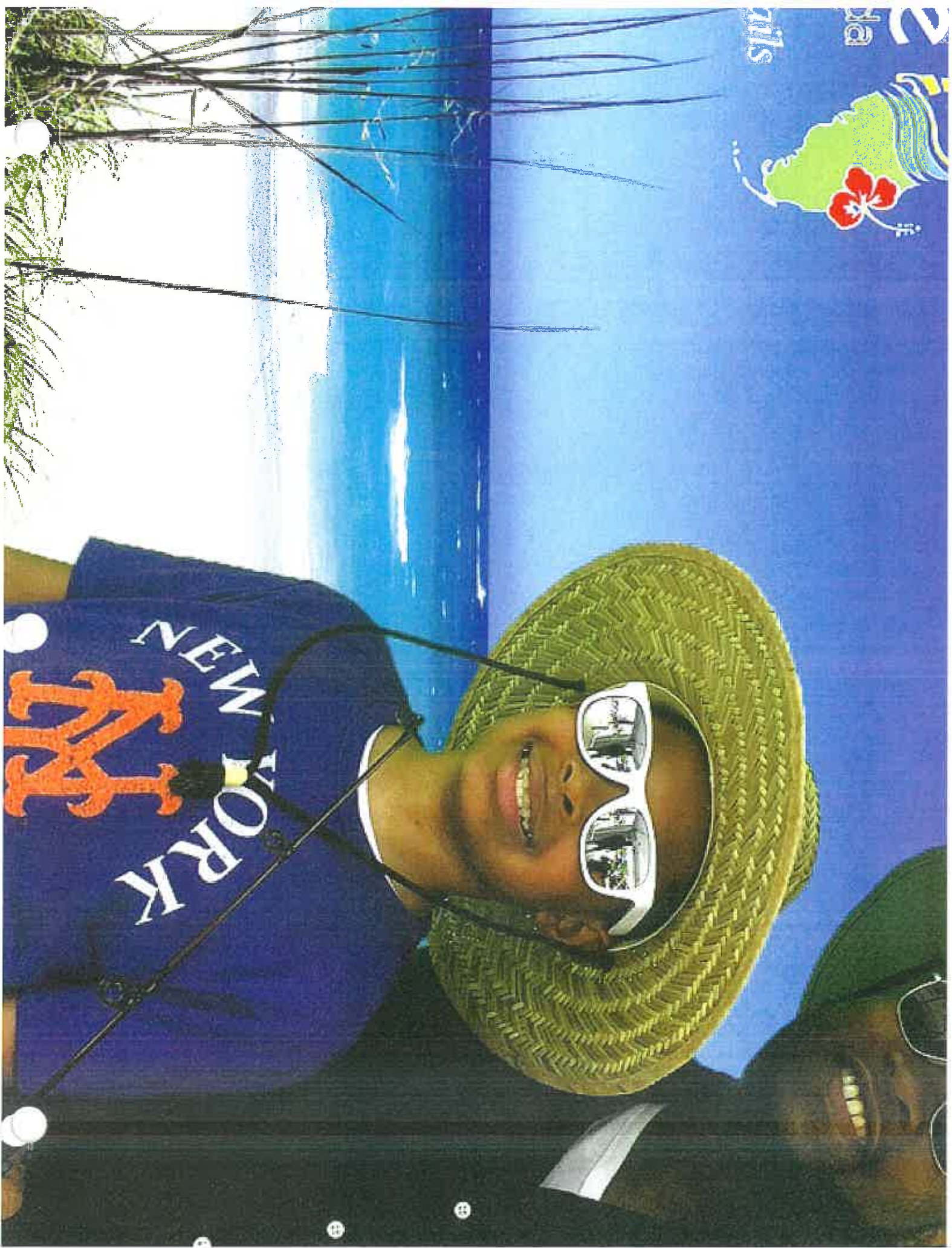




Mets Field Park  
1.5M  
New South  
West Park  
Salem

LET'S GO  
Mets









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VACATION PHOTO  
#VisitStLucie



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**SEASON**  
*Meet. Date.*

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*...from tides to trails*





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Florida

...from tides to trails



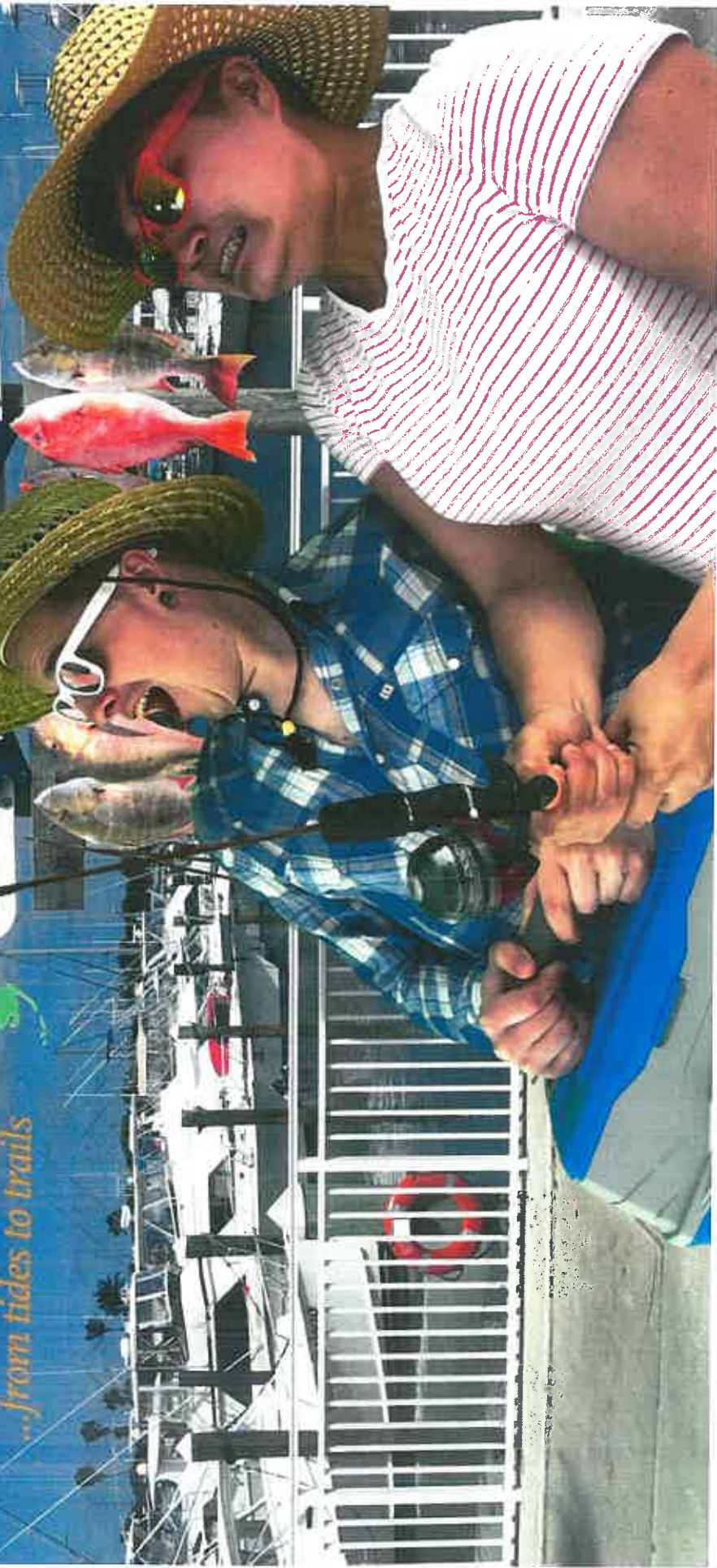


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Florida

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*Never Ends*









**Tampa Sports Authority  
(New York Yankees)**



# 2018

ANNUAL  
REPORT

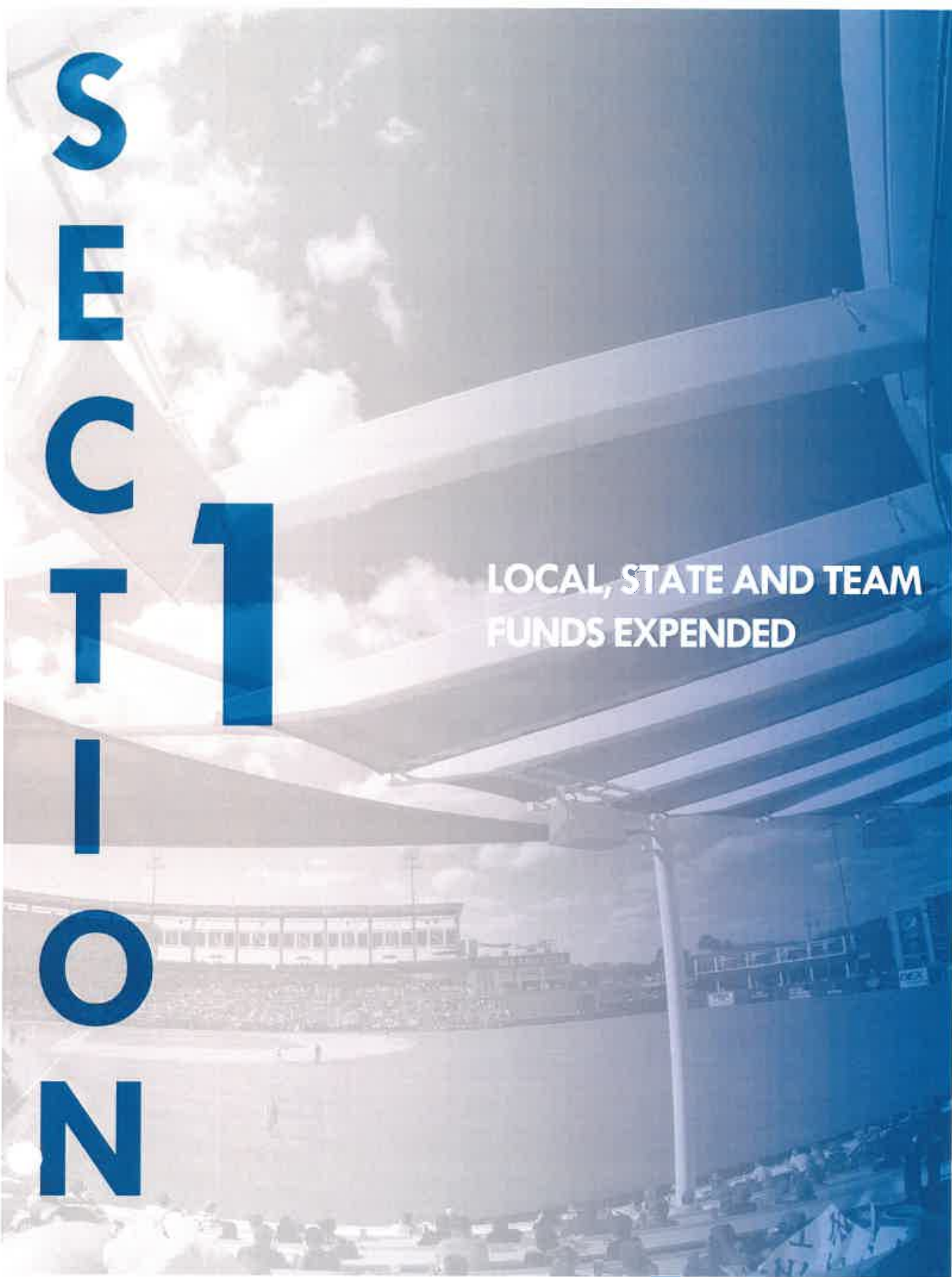


# TABLE OF CONTENTS

<b>1</b>	<b>LOCAL, STATE AND TEAM FUNDS EXPENDED</b>
<b>2</b>	<b>DR. M. STEINBRENNER FIELD LEASE AGREEMENT &amp; NYU SPORTS CENTER RENOVATION AGREEMENT</b>
<b>3</b>	<b>COST-BENEFIT ANALYSIS</b>
<b>4</b>	<b>CONTRACTS OVER \$250,000</b>
<b>5</b>	<b>288.1131, F.S. CERTIFICATION COMPLIANCE</b>
<b>6</b>	<b>288.1167, F.S. COMPLIANCE</b>
<b>7</b>	<b>NYU SPORTS AUTHORITY CHAIRMAN'S CERTIFICATION TO THE BOARD OF DIRECTORS</b>
<b>8</b>	<b>ADVERTISING AND PROMOTIONS</b>

# SECTION 1

LOCAL, STATE AND TEAM FUNDS EXPENDED





**Detailed Accounting**

A detailed accounting of all local and state funds expended to date, as of the date of submission of the report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, TSA must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

Project	Draw Date	NYE Expenditures	Allocated		TSA		TSA		TSA		Allocated		County		County		Original County Funded
			TSA Funds	TSA Balance	TSA Draw	TSA Draw	TSA Draw	County Funds	County Balance	County Draw	County Draw	County Balance	County Draw	County Draw	County Draw		
Marquee Replacement	6/16/2017	133,300.00	133,300.00	12,975,821.59	2017-1	133,300.00											22,130,146.00
Landscape Renovations	7/12/2017	53,141.52	12,922,680.07	2017-2													22,130,146.00
Parking Lot Renovations	7/12/2017	15,798.56	12,906,881.51	2017-2													22,130,146.00
Main Field Replacement	7/12/2017	197,458.83	12,709,422.68	2017-2													22,130,146.00
Warning Track	7/27/2017	84,742.37	12,624,680.31	2017-3													22,130,146.00
Informational and Directional Signage	7/27/2017	6,875.92	12,617,804.39	2017-3													22,130,146.00
Phone System Replacement	7/27/2017	249,875.09	12,367,929.30	2017-3													22,130,146.00
Gas Piping/Hot Water	7/27/2017	265,844.49	12,102,084.81	2017-3													22,130,146.00
Data System Cabling	7/27/2017	370,531.71	11,731,553.10	2017-3													22,130,146.00
Entry Plaza	8/30/2017	4,623,321.85	7,108,231.25	2017-4													22,130,146.00
Right Field Entry	8/30/2017	3,653,566.22	3,454,863.03	2017-4													22,130,146.00
Concourse Improvement	3/30/2017 - 8/31/2017	3,710,642.93		2017-4													22,130,146.00
RF Bulbpan Club	8/31/2017	4,923,872.19															21,874,168.10
LF Bulbpan Club	8/31/2017	4,355,076.95															16,950,283.91
LF 360 Degree Development	8/31/2017	2,894,074.67															12,595,214.96
CF 360 Degree Development	8/31/2017	2,522,582.15															9,701,140.29
RF 360 Degree Development (inc. Deck)	3/31/2017 - 3/26/2018	3,566,258.63															7,178,558.14
Community Use Field Replacement	3/26/2018	49,110.33															3,612,289.51
New Roofing	3/26/2018	397,078.42															3,563,189.18
Pumps for Lift Station	3/26/2018	65,599.20															3,166,110.76
Fire Pump Upgrades	3/26/2018	22,480.00															3,100,511.56
Recycling Area Paving	3/26/2018	41,450.00															3,078,031.56
Asphalt Paving at NE Parking Lot	3/26/2018	6,285.00															3,036,581.56
Lighting NE Parking Lot	3/26/2018	6,457.41															3,030,296.58
South Parking Lot Paving Replacement	3/26/2018	176,252.61															3,023,839.15
Seating Replacement	3/26/2018	956,392.00															2,847,386.54
Bridge Improvements (Zero Reimb.)	3/26/2018	123,774.50															2,847,386.54
Concourse Restroom Improvements	3/26/2018	74,920.82															1,989,194.54
Locker Replacement	3/26/2018	168,917.90															1,889,194.54
Kitchen Equipment	3/26/2018	87,562.93															1,814,273.72
Elevator Upgrades	3/26/2018	231,824.22															1,645,355.82
HVAC Upgrades	3/26/2018	261,696.09															1,557,792.89
Kitchen Renovations	3/26/2018	371,524.03															1,325,968.67
Luxury Suite Upgrades	3/26/2018	261,879.79															1,044,272.58
Clubhouse Renovations	3/26/2018	585,563.99															672,748.55
GMS Total		35,538,037.32															410,868.76
Himes Project		5,506,356.63															0.00
Total with Himes		41,044,393.95															410,868.76
Equity- Per FRA (Architectural Design)		659,305.00															
Equity- Bond Shortfall (Architectural Design)		526,128.41															
Total Required NYE Equity		1,185,433.41															
Previously Completed GMS/Himes Projects		6,245,041.00															
Total GMS, Himes and NYE Equity		46,474,868.36															

Original TSA Funded 13,109,121.59

Original County Funded 22,130,146.00

13,109,121.59

4,136,000.00

17,994,146.00

4,136,000.00

22,130,146.00

17,994,146.00

(per FRA - Exhibit A)

The New York Yankees Spring Training Renovation Project has been completed, the New York Yankees Partnership ("Yankees") has evidenced expenditures of \$48,474,868.36. As prescribed in the Facility Renovation Agreement, the Tampa Sports Authority ("TSA") and Hillsborough County ("County") have reimbursed the Yankees \$35,239,267.59 (with the TSA reimbursing \$13,109,121.59 and the County reimbursing \$22,130,146.00).



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**GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT &  
NYC FACILITY RENOVATION  
AGREEMENT**



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading 'Eric D. Hart', is written over a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**AMENDED AND RESTATED  
GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT**

**April 20, 2016**

**BETWEEN:**

**THE TAMPA SPORTS AUTHORITY,  
a public agency and  
Independent Special District of  
the State of Florida ("TSA")**

**AND**

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio Limited Partnership ("Partnership")**

**AND**

**HILLSBOROUGH COUNTY, FLORIDA,  
a Political Subdivision of the State of Florida ("County")**



**TABLE OF CONTENTS**

RECITALS.....1

ARTICLE I      DEFINITIONS.....4

ARTICLE II      LICENSE TO USE THE PREMISES ..... 10

                  2.1    License ..... 10

                  2.2    Use of Premises..... 10

                  2.3    Home Games ..... 11

                  2.4    Use of Premises by Partnership ..... 11

                  2.5    TSA Use of Premises ..... 12

                  2.6    Other Permitted Uses ..... 12

ARTICLE III     TERM..... 13

ARTICLE IV     PAYMENTS TO TSA OR COUNTY ..... 13

                  4.1    Calculation of Payments ..... 13

                  4.2    Timing of Payments ..... 14

ARTICLE V      MAINTENANCE ..... 14

                  5.1    Partnership's Maintenance Responsibilities ..... 14

                  5.2    TSA's Maintenance Responsibilities ..... 14

                  5.3    Cooperation ..... 15

                  5.4    Capital Improvements ..... 15

ARTICLE VI     SECURITY AND UTILITIES ..... 16

                  6.1    Security ..... 16

                  6.2    Utilities..... 16

ARTICLE VII    CONCESSIONS/NOVELTIES ..... 16

                  7.1    Concessions..... 16

                  7.2    Novelties ..... 17

                  7.3    Alcoholic Beverage Zoning and Alcoholic Beverage  
                  Licensing..... 17

7.4	Brochures, Schedules, Newsletters, and Promotional Material .....	19
<b>ARTICLE VIII</b>	<b>ADVERTISING AND BROADCASTING RIGHTS .....</b>	<b>19</b>
8.1	Advertising.....	19
8.2	Television and Broadcasting Rights .....	20
8.3	MLB Rights.....	20
<b>ARTICLE IX</b>	<b>PARKING .....</b>	<b>20</b>
9.1	Joint Use and Maintenance Agreement .....	20
9.2	Parking Rights and Obligations .....	21
<b>ARTICLE X</b>	<b>TAXES .....</b>	<b>22</b>
10.1	Sales and Personal Property Taxes .....	22
10.2	Real Estate Taxes .....	22
10.3	Restaurant Taxes .....	24
<b>ARTICLE XI</b>	<b>PERSONAL PROPERTY .....</b>	<b>24</b>
<b>ARTICLE XII</b>	<b>INDEMNIFICATION.....</b>	<b>24</b>
12.1	Indemnification by TSA .....	24
12.2	Indemnification by Partnership.....	25
12.3	Limitation on Tort Liability.....	25
<b>ARTICLE XIII</b>	<b>DAMAGE BY FIRE OR OTHER CASUALTY .....</b>	<b>25</b>
13.1	Repair or Termination.....	25
13.2	Payments Not Abated .....	26
<b>ARTICLE XIV</b>	<b>INSURANCE.....</b>	<b>27</b>
14.1	General Application .....	27
14.2	Additional Insureds .....	27
14.3	Waiver of Subrogation.....	27
14.4	Certificate of Insurance .....	27
14.5	Notice of Cancellation .....	28

14.6	Commercial General Liability Insurance (Partnership).....	28
14.7	Commercial General Liability Insurance (TSA) .....	28
14.8	Worker's Compensation & Employer's Liability Insurance .....	28
14.9	Business Automobile Insurance.....	29
14.10	Builder's Risk and Other Insurance .....	29
14.11	Payment and Performance Bonds .....	29
14.12	Fire & Allied Property Insurance.....	29
14.13	Boiler & Machinery Insurance.....	30
14.14	Pedestrian Walk-over.....	30
ARTICLE XV	BREACH OR DEFAULT.....	31
15.1	Breach or Default.....	31
15.2	Notice of Default and Opportunity to Cure .....	31
15.3	Remedies.....	32
15.4	No Termination During Spring Training.....	34
ARTICLE XVI	NON-RECOURSE (NO LIABILITY FOR PARTNERS). 34	
ARTICLE XVII	RIGHT OF FIRST REFUSAL .....	34
ARTICLE XVIII	BOOKS, RECORDS AND AUDITS .....	36
ARTICLE XIX	SIGNAGE, GRAPHICS AND COLOR SCHEMES .....	36
ARTICLE XX	CONDEMNATION.....	37
20.1	Proportionate Interests of the Parties .....	37
20.2	Termination Upon Complete Taking.....	38
20.3	Termination Upon Partial Taking .....	38
20.4	Continuation Upon Partial Taking.....	39
20.5	Adequate Compensation .....	39
20.6	Formal Contest.....	39
ARTICLE XXI	CONSENT OR APPROVAL NOT TO BE UNREASONABLY WITHHELD.....	40
ARTICLE XXII	RELATIONSHIP BETWEEN THE PARTIES.....	40

ARTICLE XXIII ENVIRONMENTAL PROVISIONS .....	40
23.1 Definitions.....	40
23.2 TSA's Obligations .....	41
23.3 Partnership's Obligations .....	42
ARTICLE XXIV MISCELLANEOUS .....	42
24.1 Title to Premises; Sale of Premises.....	42
24.2 Authority; Binding Effect .....	42
24.3 Force Majeure .....	43
24.4 Partnership Rights .....	43
24.5 Third Party Beneficiary.....	43
24.6 Further Assurances.....	44
24.7 Disputes/Attorneys' Fees.....	44
24.8 Real Estate Broker .....	45
24.9 Nonwaiver .....	45
24.10 Notices.....	45
24.11 Captions .....	47
24.12 Time .....	47
24.13 Cumulative Remedies .....	47
24.14 Entire Agreement and Modification .....	47
24.15 Most Favorable Treatment.....	48
24.16 Recording .....	49
24.17 Successors and Assigns.....	49
24.18 Right of Peaceable Possession .....	49
24.19 Effective Date .....	50
24.20 Counterparts .....	50
24.21 TSA as Operator/Lessor.....	50
24.22 Luxury Suite Agreement Reaffirmed .....	51
24.23 Governing Law and Dispute Resolution.....	51
24.24 Compliance with Section 288.11631, Florida Statutes.....	51
24.25 Compliance with Hillsborough County Human Rights Ordinance Equal Opportunity Clause .....	51
24.26 Rules and Regulations, MLB.....	52
24.27 Conformity with Rules .....	53
24.28 Approval of Major League Baseball.....	53
24.29 Territory.....	53

**EXHIBITS**

<b>Exhibit A</b>	<b>Legal Description.....</b>	<b>56</b>
<b>Exhibit B</b>	<b>Joint Use and Maintenance Agreement.....</b>	<b>57</b>
<b>Exhibit C</b>	<b>License Fee Schedule .....</b>	<b>77</b>

**AMENDED AND RESTATED  
GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") is made this 20th day of April, 2016, effective as of the Effective Date (as defined in Article I below), by and between NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership, ("Partnership"), THE TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida, ("TSA") and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"); the Partnership, the County and TSA being sometimes referred to as a "Party" or collectively as the "Parties":

**RECITALS**

1. The County owns the Premises (as defined in Article I below), with the exception of certain parking facilities, which are owned by Hillsborough Community College ("HCC"), and TSA operates and manages the Premises.
2. The Partnership is the sole owner of the major league professional baseball franchise known as the New York Yankees (the "Yankees").
3. The Partnership also owns, outright, certain minor league professional baseball franchises in the Florida State League and other leagues (the "Affiliates").

4. The Partnership, County and TSA are also parties to that certain License Agreement dated August 21, 1989, pertaining to the Partnership's use of the Himes Facility (as defined in Article I below).

5. The Parties entered into that certain License Agreement dated January 14, 1994 (the "1994 License Agreement"), which has been modified by six amendments in addition to numerous related agreements and which, among other things, established the rights and duties of the Parties relating to the Premises.

6. By virtue of this Agreement, Partnership has certain exclusive long term rights of use of the Premises as an essential component of Partnership's professional baseball Spring Training and professional player development operations in Tampa.

7. The County owns the Premises, TSA manages the Premises, Partnership has long term rights and duties relating to maintenance and repair of the Premises, and, as such, all have an interest in maintaining the appearance, value and useful life of the Premises.

8. Numerous provisions relating to the Himes Facility (which was referred to in the 1994 License Agreement as the Minor League Complex) were also included in the 1994 License Agreement, as amended.

9. The Parties now wish to extend the Term of their present relationship because of planned renovations to the Premises and the Himes Facility, as provided in that certain Facility Renovation Agreement among the Parties of even date herewith (the "Facility Renovation Agreement"), and therefore the

Parties have agreed to amend and restate the 1994 License Agreement in the manner set forth in this Agreement.

10. The Parties further wish to separate the terms and agreements relating to the Premises and the Himes Facility, and therefore on the date hereof the County, the TSA and the Partnership shall enter into that certain Amended and Restated License Agreement (the "Amended and Restated Himes Facility License Agreement") pertaining to the Partnership's continued use of the Himes Facility.

11. TSA represents and warrants to Partnership that all public hearings, licenses, permits, referenda, if any, resolutions, ordinances and notices and all approvals required under Florida law in order to effectuate this Agreement either have been or will be fully complied with by TSA.

12. TSA and the County believe that it is in the best interests of and serves the public health, safety and welfare of the citizens of Hillsborough County and a paramount public purpose for TSA and the County to enter into this Agreement with the Partnership, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree to amend and restate the 1994 License Agreement in its entirety, as follows:



## **ARTICLE I DEFINITIONS**

The following terms when used in this Agreement shall have the meanings ascribed to them herein, unless specifically provided otherwise:

A. Advertising Revenues. Advertising Revenues shall mean monies derived from the sale of advertisements and sponsorships on the Premises, including, without limitation, monies received from signage, naming rights, and corporate sponsorships, net of sales tax payable.

B. Affiliates. Affiliates shall mean Partnership owned minor league professional baseball franchises in the Florida State League and other leagues.

C. Bonds. Bonds shall mean those bonds, notes, or other evidences of indebtedness issued by the County and/or TSA to partially or wholly finance or refinance improvements, renovations and additions upon the Premises.

D. BOC. BOC shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

E. Championship Season. Championship Season shall mean the regular annual period of play of professional baseball games by the clubs of a professional baseball league, except as to the division series, the league championship series of Major League Baseball or the World Series, resulting in the determination of one of its members as the champion of that league or Major League Baseball.

F. Commissioner. Commissioner shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a

Commissioner, any person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

G. Community Use Field. Community Use Field shall mean that certain baseball facility containing approximately 1,000 seats on the Premises and used by the Partnership, Hillsborough Community College, and such others as are acceptable to the Partnership and TSA.

H. Concession Facilities. Concession Facilities shall mean the facilities used for the preparation and service of food, beverage, and souvenirs and for the sale of other similarly related goods and services on the Premises, including but not limited to the Stadium, the Community Use Field, and all the equipment and fixtures affixed or attached to any part of such Concession Facilities.

I. Effective Date. Effective Date shall mean the date this Agreement becomes effective, as provided in Section 24.19 below.

J. Executive Council. Executive Council shall mean the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.

K. Himes Facility. The Himes Facility shall mean that certain real property and improvements located on Himes Avenue, Tampa, Florida, which is the current site of the Partnership's professional baseball development and training facilities that support the Partnership's Spring Training activities.

L. Improvements. Improvements shall mean and include, but not be limited to, the Stadium, the Community Use Field, access to the Premises, including, but not limited to, paved areas, landscaping, driveways, curb cuts, median cuts, the Pedestrian Walk Over defined below, the training fields, the

clubhouses, dugouts and fixtures for the Stadium, including, but not limited to wall coverings, floors, floor coverings, scoreboards, permanent seating, all necessary roads, all sewer, water, communications and other utility lines and systems, berms, parking areas, permanent batting cages, press boxes, sky boxes, offices for the Partnership, concession areas, and public address system, whether now existing or added at any time during the Term hereof.

M. Joint Use and Maintenance Agreement. Joint Use and Maintenance Agreement shall mean the agreement between TSA, the Partnership, the County and Hillsborough Community College dated October 12, 1995, a copy of which, along with exhibits relevant to this Agreement, is attached hereto as Exhibit "B" and which is, by reference, incorporated herein.

N. Major League Baseball. Major League Baseball or "MLB" shall mean, depending on the context, any or all of (a) the BOC and each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

O. Major League Clubs. Major League Clubs shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

P. Major League Constitution. Major League Constitution shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended,

supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

Q. Minor League Baseball. Minor League Baseball shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each such league is known individually as a Minor League.

R. Minor League Club(s). Minor League Club(s) shall mean the professional baseball clubs which are members of the respective Minor Leagues.

S. MLB Approval. MLB Approval shall mean, with respect to the Major League Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

T. MLB Entity. MLB Entity shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, successors or assigns.

U. MLB Governing Documents. MLB Governing Documents shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association, (c) the Professional Baseball

Agreement, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Clubs and the BOC (and the Operating Guidelines related thereto).

V. MLB Rules and Regulations. MLB Rules and Regulations shall mean (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Clubs acting collectively, including, without limitation, agreements or arrangements (A) entered into pursuant to the MLB Governing Documents, (B) relating to any commerce and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication, and (C) regarding the telecast, broadcast, cablecast (including pay, basic, expanded basic, pay-per-view and video-on-demand), recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

W. Official Baseball Rules. Official Baseball Rules shall mean those certain playing rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

X. Pedestrian Walk Over. The Pedestrian Walk Over is the pedestrian bridge that spans Dale Mabry Highway and connects the Premises to the Raymond James Stadium property, which is also referred to in this Agreement as Tampa Stadium.

Y. Premises. Premises shall mean George M. Steinbrenner Field and shall include all of the following:

- 1) The Land as described in Exhibit "A" attached hereto;
- 2) The Improvements; and
- 3) All rights, appurtenances, easements, etc., necessary to the use, operation, and maintenance of the Premises.

Z. Professional Baseball Agreement. Professional Baseball Agreement shall mean that certain Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

AA. Spring Training. Spring Training shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next Championship Season.

BB. Stadium. Stadium shall mean that certain baseball stadium containing approximately ten thousand (10,000) seats and located on the Premises. Stadium shall include all practice fields located on the Premises and all parking areas, grass

fields, structures, fixtures, equipment, additions, alterations, improvements, appurtenances and the like, whether now existing or added at any time during the Term hereof.

CC. Term. Term shall mean the Term as set forth in Article III below.

## **ARTICLE II** **LICENSE TO USE THE PREMISES**

2.1 License. County hereby renews and extends its license to TSA and TSA hereby renews and extends its license to the Partnership governing the rights to and use of the Premises and the Partnership accepts the renewed and extended license from TSA, subject to the terms and conditions set forth herein.

2.2 Use of Premises. The Premises shall be used by Partnership for the following: as a professional Major League Baseball Spring Training facility, as a training complex for the Yankees and its Affiliates, for spring training baseball games, minor league baseball games, exhibition baseball games, post season baseball games, Partnership offices, baseball-related promotional events, other uses customarily associated with professional baseball, non-baseball athletic events and games, music concerts, festivals, shows, corporate meetings and events, community events and other forms of entertainment, whether sporting or non-sporting related. However, Partnership shall coordinate the Premises schedule and obtain the approval of TSA prior to scheduling any ticketed non-professional baseball use to be held within the Premises if the parking for such event may affect the TSA's ability to schedule the "Overflow Parking" area as identified in Article VII of the Joint Use and Maintenance Agreement. TSA's approval shall be granted unless the date selected by the Partnership for such event conflicts with an event

that was previously scheduled by TSA or HCC for such date in accordance with Article VII of the Joint Use and Maintenance Agreement.

2.3 Home Games. The Partnership agrees that so long as this Agreement remains in effect, the Yankees shall play in the Stadium all of their regularly scheduled home Major League Baseball Spring Training games, and all regularly scheduled home games of any Affiliates playing their home games in Hillsborough County, with the exception of the Yankees' Gulf Coast League, Instructional League and Extended Spring Training teams.

2.4 Use of Premises by Partnership.

2.4.1 The Partnership shall have exclusive control over the Premises for scheduling Yankees' and Affiliates' games, and shall assume the responsibility for all costs of events under its exclusive control. At the Partnership's request, TSA will cooperate with the Partnership in staffing such events at the Partnership's expense. Except as provided in the sentence that follows, the Premises, including but not limited to the Stadium and the Concession Facilities, shall not be used by TSA or anyone else other than the Yankees or the Affiliates without the prior written consent of the Partnership, which consent may not be unreasonably withheld as long as said use does not conflict with the Partnership's use of the Premises in accordance with this Article. However, the Partnership's sky boxes, clubhouse, Dugout Club, Pavilion, Partnership or Affiliate offices, and any other spaces not available to the general public, shall not be used by TSA or anyone else other than the Yankees' or the Affiliates without the prior written consent of the Partnership, which consent may be withheld by the Partnership in its sole discretion (notwithstanding Article XXI to the contrary); provided, however, that County retains certain rights relating to the Pavilion in accordance with the terms



of the Legends Field Renovation Improvements Purchase Repurchase Agreement dated as of October 18, 2006 as amended on July 1, 2011 (collectively, the "2006 Renovation Agreement"), and TSA is entitled to use the Pavilion in the same manner and extent as the County.

2.4.2 In consideration for Partnership's exclusive control, Partnership shall provide three (3) free rentals annually during the Term to TSA or County within the sky boxes, Dugout Club, or Pavilion, granting a credit of up to \$5,000 for each rental. Said rentals and credits shall include license fees, equipment charges, personnel charges, box office charges and other miscellaneous charges. Except as herein provided, terms of the usage for the aforementioned rentals shall be in accordance with the County's rights relating to the Pavilion in the 2006 Renovation Agreement.

2.5 TSA Use of Premises. The Partnership recognizes that TSA intends to attract major sports, entertainment and significant community events to the Tampa Bay area which may require use of the Premises and surrounding areas, including, but not limited to, Super Bowls, NCAA National Championship games and national or international convention events ("Community Events"). TSA shall obtain the Partnership's prior written consent for any use of the Premises by TSA. TSA and Partnership shall negotiate in good faith with respect to opportunities to jointly conduct events on the Premises, particularly with respect to use of the Premises in connection with a Community Event, and Partnership shall not schedule any event during non-Spring Training periods of time which conflicts with events designated by TSA as "Community Events".

2.6 Other Permitted Uses. TSA represents and warrants that, as of the date hereof, all uses of the Premises permitted under this Agreement currently

comply with restrictions, laws, regulations, ordinances or agreements to which TSA is a party, or which govern the Premises, including, but not limited to, restrictive covenants, development orders, zoning ordinances, land use plans, leases and other such matters affecting the Premises.

### **ARTICLE III TERM**

The Term of this Agreement is hereby extended for a period of approximately thirty (30) years commencing on the Effective Date of this Agreement and terminating on December 31, 2046 (the "Termination Date"). This Agreement and the license herein granted are irrevocable except as specifically provided in this Agreement.

### **ARTICLE IV PAYMENTS TO TSA OR COUNTY**

4.1 Calculation of Payments. In consideration for the grant of the license to Partnership by TSA to use the Premises, and continuing thereafter during the Term, Partnership shall pay or cause to be paid to TSA or the County, as directed by TSA, the amounts set forth in Exhibit "C" hereto.

Except as otherwise specifically provided herein, or in the Joint Use and Maintenance Agreement, all proceeds and sales of any type whatsoever (including, but not limited to ticket sales, media sales, scoreboard sales, advertising sales, and sky box rentals) for the Stadium and every other form of revenue related to or derived from Partnership uses or events at the Premises, including but not limited to concession sales, souvenir sales, broadcast rights, Advertising Revenues, and parking fees, shall be and remain the sole and express property of the Partnership.

4.2 Timing of Payments. Payments under Article 4.1 shall be due in equal installments on May 30th and August 30th of each year of the Term.

## **ARTICLE V** **MAINTENANCE**

5.1 Partnership's Maintenance Responsibilities. The Partnership shall, during the Term, perform general operational maintenance on the Premises in a manner consistent with the standards and conditions prevailing at similarly situated Major League Baseball facilities then existing in the State of Florida. Such maintenance shall include but not be limited to the preparation and maintenance of the surface of and the marking of lines on the playing fields; seeding, mowing, watering, and raking the grassy areas of the playing fields and vicinity; maintenance and painting of structures including outfield fences and batters' background; cleaning and maintaining public rest room facilities, clubhouses, and offices at the Stadium; collecting and disposing of trash; cleaning and painting all spectator areas at its own expense; maintaining parking areas; cleaning and maintaining (or causing to be cleaned and maintained) all Concession Facilities; maintaining the landscaping; and maintaining the public address system. The Partnership shall also be responsible for all capital improvements and capital repairs (including maintenance to structural components and marquees) to the Premises, excluding the Pedestrian Walk Over, responsibility for which is provided at Article 5.2 hereof.

5.2 TSA's Maintenance Responsibilities. TSA shall have sole responsibility for maintaining the Pedestrian Walk Over, provided that the Partnership shall reimburse TSA for fifty percent (50%) of the cost of such maintenance. TSA shall also have sole responsibility for the maintenance of the entire Premises in connection with any game and/or event sponsored by TSA.

5.3 Cooperation. The Partnership and TSA shall consult with each other regularly and shall cooperate fully with each other concerning their respective maintenance obligations. TSA and the Partnership shall share equally the maintenance of the Premises used for jointly sponsored events.

5.4 Capital Improvements. Except as provided in this Article and as provided in Article 5.2 above, the Partnership shall be solely responsible for the cost of any capital improvements to the Premises. TSA shall be solely responsible for capital improvements to the Pedestrian Walk Over, provided that the Partnership shall reimburse TSA for fifty percent (50%) of the cost of such capital improvements. Notwithstanding the preceding sentence, TSA shall be solely responsible for the cost of all modifications to the Pedestrian Walk Over, including but not limited to its access ramps, stairs and walkways, which in the reasonable judgment of TSA are necessary or appropriate as a result of the reconfiguration, relocation, construction or reconstruction of the surface level or multi-level parking areas at the facility currently known as Raymond James Stadium and/or the exercise by TSA or the Tampa Bay Buccaneers or their successors or assigns of any development rights as set forth in the Buccaneer Documents. Any such modifications shall be subject to the written approval of the Partnership, and all other capital improvements, whether the responsibility of the Partnership or TSA, must be agreeable to TSA and the Partnership prior to the commencement of the same. All approved capital improvements shall be of comparable quality to the improvements being improved or replaced. It is expressly understood by the parties that the Partnership's capital improvements shall not include any responsibility to correct or repair any part of the original construction constituting punch list work, warranty work or latent defects.

**ARTICLE VI**  
**SECURITY AND UTILITIES**

6.1 Security. The Partnership shall be responsible for security on the entire Premises, provided that TSA shall be responsible for providing at its expense security inside and outside the Stadium for games and/or events at the Premises sponsored by TSA.

6.2 Utilities. The Partnership shall be responsible for payment of all utilities serving the Premises, provided that TSA shall be responsible for the payment of its proportionate share of utilities for games and/or events at the Premises sponsored by TSA.

**ARTICLE VII**  
**CONCESSION/NOVELTIES**

7.1 Concessions. Unless mutually agreed otherwise, the Partnership shall have full control of, and rights to, any and all concession sales on the Premises, regardless of whether the event is sponsored or operated individually or jointly by the Partnership, TSA, and/or a third party. However, there shall be no concessions sales anywhere on the Premises, other than by virtue of a restaurant operated in the Stadium by or through the Partnership, or through private event catering, during events held at the facility currently known as Raymond James Stadium unless an event is also being held on the Premises, in which case the Partnership shall have full concession rights. The Partnership's concession rights shall not extend to the off-Premises concessions and concession sales on property owned or controlled by TSA before, during, and after any event held on the Premises. The Partnership's concession rights shall include, but shall not be limited to, vendor and concessionaire selection, food, beverage and merchandise selection, terms of sale,

quality of service, and all other aspects of operating the concession sales. All proceeds from the concession sales shall belong to the Partnership. The Partnership shall be responsible for all expenses (including trash handling and removal) associated with the concession sales. TSA agrees not to operate its concession facilities off the Premises during events held on the Premises, unless there is an event being held by TSA simultaneously off the Premises.

7.2 Novelties. The Parties acknowledge and agree that event-related novelties (such as, without limitation, T-shirts and hats) are not concession items. All proceeds from the sale of the Partnership's, the Yankees', the Affiliates, or any other novelties shall at all times belong to the Partnership, regardless of who sponsors the event giving rise to the sale. The Partnership may sell Partnership's, Yankees' or Affiliates' novelties on the Premises, but not on the Himes Facility during events held at Tampa Stadium or its parking areas.

7.3 Alcoholic Beverage Zoning and Alcoholic Beverage Licensing. The Parties acknowledge that certain of the Premises, such as the Concession Facilities, may engage in the sale of alcoholic beverages. The Parties further acknowledge that the ability to sell alcoholic beverages at the Premises is an activity typically conducted in professional baseball facilities. Therefore, TSA and the County agree that the Partnership shall be allowed to apply for alcoholic beverage zoning so that alcoholic beverages may be sold from the Concession Facilities for consumption on the Premises only, during such hours of operation as the Partnership may choose from time to time, subject to the Scheduling and Parking Agreement. The Partnership's opportunities in this regard constitute a material part of this Agreement, therefore TSA and the County agree that they shall take no action or file any documents with any public official or governmental agency which would serve to prohibit or limit the right of the Partnership to obtain alcoholic beverage

zoning and alcoholic beverage licenses from the appropriate governmental authorities, provided Partnership complies with all applicable laws, ordinances, rules and regulations. In addition, TSA and the County agree to promptly execute any applications or consents thereto that may be reasonably requested by the Partnership for the purpose of obtaining alcoholic beverage zoning so that alcoholic beverages may be sold at the Premises. TSA and the County shall have the right and option to attend any and all public hearings for alcoholic beverage zoning and the Partnership shall give TSA and the County reasonable and adequate prior notice of all public hearings and copies of all applications for alcoholic beverage zoning. The timing with respect to the applications for such alcoholic beverage zoning shall be determined by the Partnership, in its sole discretion, after consultation with TSA and County. In addition, the Partnership shall have the sole right to determine whether to extend application periods or to continue any such hearings to a subsequent date. To the extent required by any appropriate governmental agency, TSA and the County agree to execute any appointments of agents of record to appear at any such public hearings which agents of record shall be reasonably approved by the Partnership. All application fees for alcoholic beverage zoning and alcoholic beverage licensing, and all expenses in connection therewith, shall be the sole expense of the Partnership. Unless required by law and after consultation with Partnership, TSA and the County shall not consent to or accept any conditions in alcoholic beverage zoning approvals that materially and adversely affect the Partnership's proposed use of the Premises and sale of alcoholic beverages. TSA and the County shall cooperate with the Partnership with respect to all such applications and shall take no action inconsistent with the applications made by the Partnership as long as said applications conform with the uses described in this Agreement and provided that Partnership has in full force and effect the Liquor Liability Insurance policy as required by Article 14.6 below.

It is expressly understood and agreed by Partnership that Partnership shall be solely responsible for the securing of all necessary zoning, special use and other approvals required for the sale and/or consumption of alcoholic beverages at the Premises.

7.4 Brochures, Schedules, Newsletters, and Promotional Material. The Partnership shall have the exclusive right to publish and sell or give away brochures, schedules, newsletters, programs, yearbooks, and any other promotional materials and any other publications or written material relating to the Premises and games, events, and activities therein, except as otherwise provided in the Joint Use and Maintenance Agreement, and further except with respect to any events jointly sponsored by the Partnership and TSA, in which case the Partnership and TSA shall share such right equally.

#### **ARTICLE VIII** **ADVERTISING AND BROADCASTING RIGHTS**

8.1 Advertising. The Partnership shall have the exclusive right to sell or otherwise commercially exploit all advertising and sponsorship opportunities and shall be paid all Advertising Revenues generated within the Premises, including, without limitation, all Advertising Revenues from the informational signs and marquees to be placed by the Partnership anywhere within the Premises, including without limitation inside or on the outside walls of the Stadium and Community Use Field. Such rights shall include the Partnership's right to name the Stadium and/or to sell or lease the Stadium name and/or signature and to receive any and all revenues and other proceeds therefrom. Notwithstanding the foregoing, TSA retains the right to place billboards or the functional equivalent on the Premises between the Stadium and both Dale Mabry Highway and Dr. Martin Luther King Boulevard and between the Community Use Field and Dale Mabry Highway, to



place advertisements or promotions thereon and to receive and retain all advertising revenue therefrom. However, the placement of such advertising by TSA shall not unreasonably interfere with the advertising, signage and/or marquee rights of the Partnership.

8.2 Television and Broadcasting Rights. The Partnership shall have the exclusive right to contract or arrange for broadcasting and/or publication of baseball games and other events held on the Premises, including but not limited to broadcast, reproduction, transmittal or dissemination by means of radio, television (whether by over-the-air telecasts or through the medium now commonly referred to as "pay television", "CATV", or "closed circuit television"), internet, or similar device or arrangement. TSA shall receive no revenues from the Partnership's broadcast or televising of any events sponsored by the Partnership on the Premises, nor shall TSA participate, in any manner, in determining when or whether said events shall be televised or broadcast. All revenues from television or broadcasting shall be the exclusive property of the Partnership.

8.3 MLB Rights. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

## ARTICLE IX PARKING

9.1 Joint Use and Maintenance Agreement. In 1995, HCC purchased approximately 5.5 acres of the Land initially included in the Premises to be utilized for parking for itself, the Partnership, and TSA. Those three parties and the County subsequently entered into the Joint Use and Maintenance Agreement. The

provisions of the Joint Use and Maintenance Agreement, in combination with this Article IX, shall govern the Partnership and TSA with respect to the matters contained therein.

9.2 Parking Rights and Obligations. The Partnership shall have sole control of the parking of motor vehicles at all the parking areas located on or within the Premises and, with prior notice to TSA, any off-Premises additional parking areas owned or controlled by TSA and determined necessary by the Partnership, in its discretion, for its use for Spring Training games. The Partnership may also utilize the off-Premises parking areas owned or controlled by TSA for use during Minor League games and other events sponsored by the Partnership on the Premises, with TSA's prior consent. The Partnership's control of parking shall include the Partnership's sole discretion whether to charge a fee for parking as well as the amount of said fee, if any. Except as provided in this paragraph, the Partnership shall own and derive all revenue, if any, from the operation of such parking facilities, as well as be responsible for associated costs and obligations thereof (such as security, maintenance and clean-up), and the Partnership shall provide and hire all parking attendants in the number deemed appropriate by the Partnership. TSA and Partnership shall share equally the parking revenues and shall bear equally the obligations (such as security, attendants, maintenance and clean-up) and costs associated with parking for events jointly sponsored by TSA and Partnership at the Premises, and TSA alone shall receive the parking revenues and shall bear the obligations and costs associated with parking for games and/or events solely sponsored by TSA, either at the Premises or on other property owned or controlled by TSA.

**ARTICLE X**  
**TAXES**

10.1 Sales and Personal Property Taxes. The Partnership agrees to pay, before delinquency, any and all lawful taxes of whatever kind or nature levied or assessed and which become payable during the Term upon Partnership's equipment, furniture, fixtures, and other personal and intangible property located in the Premises, and shall also pay any and all sales, use, excise, or similar taxes which arise from or relate to the payments required hereunder. Notwithstanding the foregoing, TSA shall cooperate with the Partnership by taking all reasonable action requested by the Partnership to reduce taxes so long as such activities do not shift the tax responsibility to TSA or otherwise subject TSA to any adverse consequences. Partnership shall indemnify, defend and hold harmless TSA for all costs, claims and expenses arising from or relating to any such action taken in response to a request by Partnership. All applicable taxes shall be paid as required by law.

10.2 Real Estate Taxes. It is the intent of the Parties that TSA, the County, the Premises, and the uses granted hereunder of the Premises are immune from real estate ad valorem taxation, and that there shall be no real estate tax imposed upon any party with respect to the Partnership's use of the Premises or rights in this Agreement. However, to the extent that the Premises, the Partnership's right to use the same or the Partnership's rights to this Agreement are not immune from taxation, the Partnership agrees to pay the lawful taxes, assessments, or charges which at any time may be levied by any federal, state, county, city or any tax or assessment levying body against the Partnership upon the Premises or any interest in this Agreement or any possessory right which the Partnership may have in or to the Premises or the Improvements by reason of the Partnership's use or occupancy

thereof. Notwithstanding the foregoing provisions, the Partnership shall, after notifying TSA and the County of its intention to do so, have the right, in its own name or behalf, or in the name and behalf of TSA, to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. In connection with such contest, the Partnership may refrain from paying any tax or assessment so long as such contest will not, in the opinion of TSA's and the County's attorneys, which opinions shall be in writing and addressed to the Partnership, subject any part of the Premises to forfeiture or loss, in which event such taxes, assessments or charges will be paid promptly.

Upon reasonable request of the Partnership, TSA and the County shall assist the Partnership in contesting the legality, validity, and/or amount of such tax or assessment, provided that TSA's and County's assistance shall not extend to those facilities that are not used for the uses as set forth in Article 2.2 above. Moreover, TSA and the County shall take any and all action necessary to cause the Premises and/or the Partnership's rights to use the same and in this Agreement to not be subject to ad valorem taxation, with such actions to include, but not be limited to, maintaining title in the Premises to the County. As the sole remedy available to Partnership, TSA agrees to pay or to reimburse the Partnership with respect to ad valorem taxation in the event TSA or the County fail to take action as set forth in this paragraph. Otherwise, if due to reasons other than failure of the County or TSA to fulfill their obligations under the preceding sentences of this Article 10.2 (eg., change in the law), should the Partnership ultimately be held to be responsible for ad valorem taxes for the Premises, its use of the same, or because of this Agreement, then TSA shall reimburse the Partnership for the lesser of fifty percent (50%) of the Partnership's maintenance cost on the Premises or fifty percent (50%) of the ad valorem taxes and applicable interest and penalties, if any, payable by the

Partnership and the same percentage of costs associated with contesting any tax assessment described in this Article 10.2 for the uses as set forth in Article 2.2 above. Notwithstanding the foregoing provisions of this Article 10.2, neither TSA nor County shall be obligated to take any position or action which it, in good faith, believes not to be supported by the law.

10.3 Restaurant Taxes. The Partnership agrees to pay, in full, any and all taxes of whatever kind which results from the use and/or operation of any restaurant(s) to be located on or within the Premises.

#### **ARTICLE XI** **PERSONAL PROPERTY**

All non-fixtures (that is, for example, batting cages, pitching machines, office furniture) placed or moved upon the Premises by the Partnership or the Affiliates and owned by the Partnership or the Affiliates prior to such placement or movement shall continue to be owned and used by the Partnership or the Affiliates at their risk; provided that TSA shall be liable for any damage or injuries caused to or by such non-fixtures as a result of the negligent handling or use of such non-fixtures by TSA or its employees, agents, or invitees. The Partnership and the Affiliates shall have the exclusive use of such personal property which upon expiration of this Agreement shall remain the personal property of the Partnership or Affiliates.

#### **ARTICLE XII** **INDEMNIFICATION**

12.1 Indemnification by TSA. TSA agrees, to the extent permitted by the Florida Constitution and subject to the limits provided for in Section 768.28, Florida Statutes, to indemnify, defend, and hold harmless the Partnership, its

general and limited partners, its officers, employees and agents, successors, and assigns (each an "Indemnitee") from and against, and to reimburse such Indemnitee with respect to, any and all losses, damages, liabilities, costs, or expenses (including reasonable attorneys' and professionals' fees and disbursements) solely and directly arising out of or resulting from any negligent act or willful misconduct of TSA, its officers, employees, or agents done in the performance of this Agreement or the default of any provision hereof.

12.2 Indemnification by Partnership. The Partnership agrees to indemnify and hold harmless TSA and the County, their officers, agents and employees against any and all damages, claims, losses, liabilities and expenses (including, but not limited to, reasonable legal fees and disbursements including reasonable legal fees to enforce this indemnification) caused by, in connection with or arising out of or resulting from any negligent act or willful misconduct of the Partnership or its partners, employees, officers or agents done in the performance of this Agreement or the default of any provisions hereof.

12.3 Limitation on Tort Liability. Notwithstanding the foregoing provisions, the indemnity obligations of TSA and the Partnership under this Article XII as they relate to the amount of damages claimed by a third party are limited to available insurance coverages with respect to personal injury tort liability claims so long as such insurance coverages are maintained in accordance with this Agreement.

### **ARTICLE XIII** **DAMAGE BY FIRE OR OTHER CASUALTY**

13.1 Repair or Termination. If the Premises or a portion thereof at any time during the Term of this Agreement is damaged by fire or other casualty not

caused by acts or omissions of the Partnership, its agents, or employees, and if such fire or other casualty renders the Premises, or any portion thereof untenable or unusable for the purposes for which they were designed and intended for a period exceeding 180 days, then the Partnership may terminate this Agreement, and the Parties shall thereupon be relieved of any further obligations under this Agreement. If the Partnership does not exercise its option to terminate this Agreement, TSA at its expense shall repair the damage out of insurance proceeds and any other funds it has available for such purpose so as to restore the Premises to substantially their condition immediately prior to such fire or other casualty, in accordance with then existing laws, ordinances, building codes and other governmental regulations or restrictions. TSA shall cause such repairs and restoration to commence promptly and to proceed diligently to completion, subject to reasonable delays beyond its control. The provisions of Article 14.12 hereof shall apply in either the event of termination or non-termination.

13.2 Payments Not Abated. During any period beginning with the occurrence of any damage or destruction by fire or other casualty which renders any part of the Premises untenable or unusable for the purposes for which they were designed and intended and ending upon completion of the work of repair and restoration, the payments to TSA and the County under Article IV of this Agreement shall not be abated, it being understood by the Partnership that it may fund such payments from the proceeds of the insurance required under Article XIV hereof. Further during such period, the other obligations of the Parties under this Agreement shall be suspended to an extent appropriate in light of the part, if any, of the Premises being used by the Partnership.

## **ARTICLE XIV** **INSURANCE**

14.1 General Application. Throughout the Term of this Agreement, the Partnership shall provide, pay for, and maintain with insurance companies satisfactory to TSA the insurance coverages and limits required of it in this Agreement. TSA will also, during the Term of this Agreement, provide, pay for, and maintain with insurance companies satisfactory to the Partnership the insurance coverages and limits required of it in this Agreement.

14.2 Additional Insureds. The Partnership shall have TSA and County endorsed to all its Liability Policies, other than its Workers' Compensation and Employer's Liability Coverage, as additional insureds for Partnership operations under this Agreement. TSA will have the Partnership and County endorsed to all its Liability Policies, other than its Workers' Compensation and Employer's Liability Coverage, as additional insureds for TSA operations under this Agreement.

14.3 Waiver of Subrogation. Under all Property Insurance Policies, the Partnership shall have its insurance companies waive their rights of subrogation against TSA, and TSA shall have its Property Insurance companies waive their rights of subrogation against the Partnership.

14.4 Certificates of Insurance. Certificates of Insurance (the "Certificates") evidencing the insurance coverages and limits required in this Agreement shall be provided to each Party by the other. The Certificates shall be executed by an authorized representative of the insurance companies shown on the Certificates with written proof for each insurance company that he/she is their authorized representative and authorized to execute the Certificate on their behalf. TSA and



County have their own Certificates that must be used for this purpose. A certified, true, and exact copy of the insurance policies required by this Agreement will be accepted in place of a Certificate if properly endorsed to cover the Insurance Requirements herein. Within ten (10) days prior to expiration of existing policies, each Party shall provide the other Parties with a replacement Certificate.

14.5 Notice of Cancellation. The Parties shall provide the other Parties at least thirty (30) days written notice of cancellation by certified or registered mail.

14.6 Commercial General Liability Insurance (Partnership). Partnership shall maintain Commercial General Liability Insurance including, but not limited to: Premises & Operations, Personal & Advertising Injury, Contractual Liability, Independent Contractors, Products-Completed Operations, and Liquor Liability Coverages and shall not exclude the Explosion, Collapse, and Underground Property Damages Liability Coverages. Coverage limits shall not be less than Five Million dollars (\$5,000,000.00) combined Bodily Injury, Personal Injury, and Property Damage per occurrence and Five Million dollars (\$5,000,000.00) in the aggregate. In addition, either as part of the Commercial General Liability policy or as a separate policy, Partnership shall maintain business interruption or loss coverage with coverage limits not less than Five Million dollars (\$5,000,000.00).

14.7 Commercial General Liability Insurance (TSA). TSA shall maintain the same Commercial General Liability Insurance as provided in Section 14.6 above, except for the Liquor Liability Coverages.

14.8 Workers' Compensation and Employer's Liability Insurance. Throughout the Term of this Agreement, the Partnership and TSA shall maintain Workers' Compensation Insurance as required by Florida laws and Employer's Liability Insurance with limits of not less than:

Limit Each Accident	\$1,000,000.00
Limit Disease Aggregate	\$1,000,000.00
Limit Disease Each Employee	\$1,000,000.00

14.9 Business Automobile Insurance. Throughout the Term of this Agreement, the Partnership and TSA shall maintain Automobile Liability Insurance for all of their owned, non-owned, or hired vehicles to be used in the performance of this Agreement according to Florida laws, with a combined single limit for Bodily Injury and Property Damage of not less than:

Combined Single Limit Each Accident	\$1,000,000.00
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14.10 Builder's Risk and Other Insurance. Prior to the commencement of any construction on the Premises by either TSA or the Partnership, the Party causing the construction will obtain Builder's Risk insurance in the amount of the construction cost of the improvements and will cause the other Party and the County to be named as additional insureds. A Certificate shall be filed with the other Parties prior to the commencement of construction.

14.11 Payment and Performance Bonds. Prior to commencement of any construction on the Premises, the Party causing the construction will furnish to the other Parties a copy of a payment and performance bond acceptable to the other Parties, issued by a surety company authorized to do business in Florida, naming the other Parties as dual or co-obligees, in the amount of the construction cost.

14.12 Fire & Allied Property Insurance. Throughout the Term of this Agreement, the Partnership shall at its expense insure at replacement cost, including debris removal and building and ordinance coverages, the Premises

against loss or damage by or from, but not limited to, the following causes of loss: fire, lightning, windstorm, hail, riot, riot attending a strike, civil commotion, explosion, smoke, aircraft, vehicles, vandalism and malicious mischief, flood and earthquake. Any deductible must be agreed to in writing by TSA. The County and TSA shall be named as additional insureds. A Certificate shall be provided to TSA and the County evidencing the required coverages. If the Partnership elects to terminate this Agreement pursuant to Article XIII above, TSA and the County shall be entitled to insurance proceeds up to the amount necessary to pay the Bond Repayment (hereinafter defined); otherwise, if the Partnership does not elect to terminate this Agreement, said insurance proceeds shall be used to rebuild the Improvements. Any insurance proceeds remaining after payment of the Bond Repayment or after rebuilding the Improvements shall belong solely to the Partnership.

14.13 Boiler & Machinery Insurance. Throughout the Term of this Agreement, the Partnership shall at its expense, insure the repair or replacement value on a Comprehensive Boiler and Machinery Policy, against loss, damage, or breakdown of the following machinery and equipment, contained in the Premises or outside if servicing such Premises: steam boilers, steam and water pipes, steam engines, and other steam pressure vessels and all electric and lighting systems including transformers, scoreboards, and miscellaneous electrical apparatus. The Partnership, County and TSA shall be named as additional insureds with rights to 45 days notice of intent to cancel. A Certificate shall be provided to TSA and the County evidencing the required coverages.

14.14 Pedestrian Walk Over. It shall be TSA's responsibility to obtain Liability and Property Insurance Coverage for the entire Pedestrian Walk Over either as part of its overall insurance program or through a specific insurance

program for the Pedestrian Walk Over. Partnership shall reimburse TSA for fifty percent (50%) of the premium cost and any deductible or self insurance paid by TSA. If, however, the Partnership elects, in its sole discretion, to assume responsibility for providing such insurance coverage, which coverage must be acceptable to TSA, then TSA shall reimburse Partnership with respect to fifty percent (50%) of the premium cost of such insurance and of any deductible or self insurance paid by Partnership within fifteen (15) days after the Partnership provides TSA with a written request for payment of the same. The Partnership, County and TSA shall be named as additional insureds with respect to such insurance with rights to 45 days notice of intent to cancel. A Certificate shall be provided to the Parties evidencing the coverage required in this paragraph.

**ARTICLE XV**  
**BREACH OR DEFAULT**

15.1 Breach or Default. The failure or refusal by any Party to abide by any obligation, duty, covenant, or agreement set forth herein shall constitute a breach or default of this Agreement.

15.2 Notice of Default and Opportunity to Cure. In the event there is a breach or default under this Agreement by a Party, including a failure on its part once or repeatedly to perform any of its obligations, duties, covenants, agreements, or conditions hereunder, the breaching Party agrees to expeditiously remedy such breach or default. If such breach or default continues for a reasonable period of time, not to exceed five (5) business days, after service by the non-breaching Party of written notice of the breach or default (provided, that a repeated breach of the same obligations, duty, covenant, agreement, or condition shall eliminate the cure period and be cause for immediate remedy), the non-breaching Party may, at its sole election, either: (i) thereafter remedy such breach or default and the breaching

Party shall make reimbursement for the cost thereof within fifteen (15) days of receipt by the breaching Party of billing for the same, (ii) pursue damages or injunctive relief for such breach or default, or (iii) with respect to a material breach or material default for which an action for damages or injunctive relief would not be a sufficient remedy, terminate this Agreement for such "cause". The above five (5) day cure period may be extended for events not curable with a five (5) day period so long as the Party effectuating the cure is diligently pursuing the same and has a reasonable chance of succeeding; provided that in no event shall such extended cure period continue for more than thirty (30) additional days, or such longer period as the Parties shall agree.

15.3 Remedies. Except as expressly provided for in this Subsection 15.3, the specified remedies to which the Parties may resort under the terms of this Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or default or threatened breach or default by any Party to this Agreement. With respect only to a breach or default by the Partnership resulting from a relocation of the Yankees from the Premises prior to the expiration of the Term for any reason (a "Relocation"), TSA and the County shall be entitled to all available remedies, at law or equity, including injunctive relief, until such time as the Partnership has paid the three (3) monetary amounts as described in this Section 15.3. First, the Partnership shall immediately remit to TSA or the County, as the case may be, an amount sufficient to repay the then outstanding principal balance of the Bonds, including interest and redemption premiums to the nearest call date, together with all fees and expenses incidental thereto (the "Bond Repayment"). Second, the Partnership shall immediately reimburse the State of Florida for any state funds expended on the Premises pursuant to the Facility Renovation Agreement in

accordance with, and only to the extent required by, Section 288.11631(2)(a)2, Florida Statutes (the "State Reimbursement"); it being the intention of the Parties that the State Reimbursement shall not result in a double payment or windfall to County or TSA. Third, the Partnership shall adequately compensate TSA and the County for the actual damages resulting from the Relocation. In connection with the payment of the third monetary amount, the Parties agree that separate and apart from the Bond Repayment and the State Reimbursement, the actual damages to TSA and the County resulting from a Relocation will be difficult or impossible to ascertain; therefore, in lieu of actual damages, the Partnership shall immediately remit to TSA or the County, as directed by TSA, fixed and agreed upon liquidated damages in an amount equal to the product of Five Hundred Thousand Dollars (\$500,000) times the number of years or fraction thereof remaining in the Term. It is acknowledged and agreed by the Parties that the amounts payable under this Section 15.3 shall, in no event, be considered as a penalty or otherwise than as liquidated damages to TSA and the County because of a Relocation. Upon full and timely payment of the three (3) monetary amounts set forth above in this Section 15.3, the Partnership's breach and default due to a Relocation shall be deemed cured and this Agreement shall be deemed terminated. Further, upon such termination, all rights, entitlements and privileges of the Partnership relating to the GMS Facility, this Agreement or the Joint Use and Maintenance Agreement shall become null and void. The Parties acknowledge that a relocation of the Yankees from the Premises prior to the expiration of the Term as a result of (i) the Partnership's termination of this Agreement for cause as provided for in Section 15.2, (ii) the Partnership's termination of this Agreement in accordance with Section 13.1, (iii) the termination of this Agreement by operation of Section 20.2, or (iv) the Partnership's termination of this Agreement in accordance with Section 20.3, shall not constitute a breach or default by Partnership under this Agreement.

15.4 No Termination During Spring Training. Notwithstanding any provision of this Agreement to the contrary, neither TSA nor County may, as a result of a breach or default by Partnership, terminate this Agreement before the 10<sup>th</sup> day after the last day of Spring Training occurring in the calendar year during which the right to terminate is invoked by TSA or the County.

**ARTICLE XVI**  
**NON-RECOURSE (NO LIABILITY FOR PARTNERS)**

No partner of the Partnership, including but not limited to any general partner and the managing general partner, shall have any personal liability with respect to the Partnership's obligations hereunder by reason of his, her, or its status as partner. This Article XVI shall not apply, however, and shall be rendered null and void in the event either (i) fifty percent (50%) or more of the Yankees is sold or otherwise transferred by the Partnership to an unrelated third party not approved by TSA and the County, as provided in section 24.17 below, or (ii) upon such sale or transfer of the Yankees to a party not approved by TSA and the County, the Partnership does not provide TSA and the County a cash bond or similar cash security acceptable to TSA and the County Administrator in the amount necessary to make the Bond Repayment, to secure the Partnership's obligations set forth in Article 15.3 above.

**ARTICLE XVII**  
**RIGHT OF FIRST REFUSAL**

As a material inducement for the Partnership entering into this Agreement, and to the extent permitted by Section 125.35 Florida Statutes, or other applicable law, as amended from time to time, TSA and County hereby grant to Partnership a right of first refusal to purchase the Premises (including the Improvements,

fixtures, and Land) from County, to the extent allowable by law. The term of the right of first refusal shall be equivalent to the Term, plus six (6) months thereafter. Before accepting any written offers to purchase the Premises or any portion thereof, County shall deliver to Partnership a written copy or recitation of said offer. Before listing or notifying any realtor, broker, salesman, or any other third party of County's intent to sell the Premises or any portion thereof, or before notifying any such party of the terms of such intended sale, County shall deliver written notice of such intent to sell, together with the terms of the sale to Partnership. Upon receipt of either the offer to purchase or the notice of intent to sell, Partnership shall have sixty (60) days from the date of receipt thereof to either duplicate in writing the offer to purchase or to accept in writing the terms of the sale expressed in the written intent to sell. Nothing provided for herein shall preclude the County and the Partnership from modifying by mutual agreement either the offer to purchase or notice of intent to sell, as the case may be.

In the event Partnership accepts such offer to purchase or such terms of sale, the Premises or portion thereof shall be sold or conveyed to Partnership upon such terms. If Partnership does not timely accept such offer to purchase or terms of sale, County shall be free to consummate thereafter the offer or sale on the terms disclosed to Partnership without re-offering the same to Partnership, so long as County enters into a binding contract within ninety (90) days after the notice to Partnership and consummates the transaction within one hundred eighty (180) days following such ninety (90) day period. If a binding contract is not entered into and the transaction is not consummated within the respective ninety (90) day and one hundred eighty (180) day time periods, County may not sell the Premises or any portion thereof without first offering it to Partnership in accordance with the terms of this section.



To the extent that any portion of the Premises is lawfully sold to a third party in accordance with this Article, then Partnership's right of first refusal with respect to that portion of the Premise shall terminate, but shall continue in full force and effect with respect to any remaining unsold portion of the Premises, and this Agreement shall continue in full force and effect regardless. A notice of the Partnership's right of first refusal shall be incorporated into the Memorandum of Agreement to be recorded pursuant to Section 24.16 below.

**ARTICLE XVIII**  
**BOOKS, RECORDS, AND AUDITS**

The Partnership and TSA shall keep and maintain accurate records and complete books of account detailing all contracts, warranties, reports, studies, correspondence and expenditures for all maintenance, repair, capital improvements and capital repairs conducted in connection with the Premises. Such books and records shall be preserved for a period of no less than seven (7) years. The covenants contained in this Article shall survive the conclusion of the Term. Such books and records shall be available and produced for inspection and audits upon the reasonable request of any Party to this Agreement, and reviewed by the requesting Party and any of its agents or employees designated and authorized to conduct such audits or inspections.

**ARTICLE XIX**  
**SIGNAGE, GRAPHICS, AND COLOR SCHEMES**

It is agreed by the parties that during the Term of this Agreement all signage, graphics, color schemes, etc., within or on the Stadium shall be consistent with the team colors of the Yankees and the Affiliates (collectively, the "Teams"). These logos and similar identifying insignia of the Teams and, at Partnership's election,

the logo or insignia of other teams using the Stadium, may be prominently displayed on, in, and/or about the Stadium. Working personnel (regardless of by whom employed) in or about the Stadium, including ticket takers, ushers, food and beverage vendors, parking attendants, and other personnel who are visible to the public and employed in the operation of the Stadium shall generally wear uniforms, the cost of which shall be borne by Partnership solely and such uniforms shall be approved by Partnership.

Partnership shall have the right to erect any and all manner of signs, placards, billboards, insignias, marquees, advertisements, signboards, banners, or other sort of signage within the Stadium structure. Additionally, TSA shall permit and allow Partnership to construct, operate, and maintain on the Premises informational signs and marquees for the announcement of games, events, and other activities at the Stadium, and which may also include commercial advertising; provided, however, that TSA shall have the right to discuss with Partnership the removal of any signage, but the final decision to remove such signage shall be at the Partnership's sole election.

## **ARTICLE XX CONDEMNATION**

20.1 Proportionate Interests of the Parties. TSA, County, and Partnership agree and acknowledge that the interests of the respective Parties, and their rights hereunder, constitute a valuable property interest which would be affected adversely by any condemnation or other exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, or by agreement in lieu thereof, and that nothing in this Agreement shall be construed as a waiver by any Party of any claim that such Party may have for damage against any condemnor exercising such power of eminent

domain. In the event of any taking of a part or all of the Premises by condemnation or other exercise of the power of eminent domain, whether such taking is absolute or for a limited period, the condemnation award, or the amount agreed upon in lieu of an award of condemnation, shall be equitably apportioned between TSA, County and Partnership, subject to Articles 20.3 and 20.5 below, so that TSA, County and the Partnership receive the value of their interest in the Premises and in any improvements thereof; provided however, that any condemnation proceeds received for or resulting from the exercise of eminent domain powers over the Premises shall be equitably apportioned after the Bond Repayment is first paid from such proceeds.

20.2 Termination Upon Complete Taking. If all of the Premises are so taken, this Agreement shall terminate as of the date of taking.

20.3 Termination Upon Partial Taking. If a substantial portion of the Premises is so taken so that the continued use and operation of the Stadium by Partnership is thereafter no longer economically prudent as determined by Partnership, then Partnership, upon written notice to TSA and County and delivered within sixty (60) days after such taking, may terminate this Agreement. Any partial condemnation proceeds shall be equitably apportioned between the Parties, provided, however, if the Partnership elects to terminate this Agreement, the Partnership shall use that portion of its share of the condemnation proceeds to either demolish the Stadium and restore it to its prior condition or pay to TSA, upon its written request, the sums that the Partnership would otherwise be obligated to pay for such purposes in accordance with this Article 20.3, which option TSA shall exercise in writing in its sole discretion.

20.4 Continuation Upon Partial Taking. If a lesser portion of the Premises is so taken, such that continued use and operation of the Stadium by Partnership is economically prudent, as determined by Partnership, then, unless all Parties otherwise agree, this Agreement shall continue in full force and effect, except that the fees provided in Article IV hereof shall be reduced in the equitable proportion which the area taken shall bear to the entire Premises only to the extent not compensated through Business Interruption Insurance or other coverage required under Article XIV hereof. In such event, the Partnership shall continue to perform and observe all of its obligations hereunder as though such taking had not occurred, except to the extent that it may be prevented from so doing by reason of such taking. Any condemnation proceeds shall be equitably apportioned between the Parties as provided in Article 20.1 above after the Bond Repayment is first paid from such proceeds.

20.5 Adequate Compensation. TSA and the Partnership agree that the equitable apportionment of any condemnation proceeds described in Article 20.1, 20.3 and 20.4 of this Agreement fairly, equitably, and adequately compensate the Partnership for the value of its interest in the Premises, or any portion thereof condemned or taken, including but not limited to the value of the Partnership's rights, as provided in this Agreement, to the use of the Improvements located on the Premises being condemned.

20.6 Formal Contest. It is understood that the foregoing provisions of this Article shall not, in any way, restrict the right of TSA, County, or Partnership to appeal the award made by any court or other public agency in any condemnation proceedings.

**ARTICLE XXI**  
**CONSENT OR APPROVAL NOT TO BE UNREASONABLY WITHHELD**

Except as otherwise provided in Article 2.4 above, whenever consent, agreement or approval is required in this Agreement of any Party, the same shall not be unreasonably withheld or delayed, and no unreasonable condition shall be imposed upon the granting of such consent, agreement or approval.

**ARTICLE XXII**  
**RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the Parties created by this Agreement shall at all times be considered that of licensor and licensee. TSA and the County are neither joint venturers with nor partners, associates or agents of Partnership with respect to any matter provided for in this Agreement, nor is Partnership a joint venturer with or partner, associate or agent of TSA or the County. Nothing herein contained shall be construed to create any such relationship between the Parties.

**ARTICLE XXIII**  
**ENVIRONMENTAL PROVISIONS**

23.1 Definitions. For purposes of this Article, the following capitalized terms shall have meanings as follows:

(a) "Hazardous Substances" shall mean any hazardous or toxic substances, materials, wastes, pollutants, or contaminants as defined, listed or regulated, now or in the future, by any federal, state, or local law, rule, regulation, or order or by common law decisions, including, without limitation, trichloroethylene, tetrachloroethylene, perchloroethylene, and other chlorinated solvents; petroleum products or by-products, asbestos, and polychlorinated biphenyl.

(b) "Applicable Laws" shall include, but shall not be limited to, Comprehensive Environmental Response Compensation and Liability Act; the Resource Conservation and Recovery Act; the Federal Water Pollution Control Act, 33 U.S.C. (1251 et seq); and the Clean Air Act, 42 U.S.C. (7401 et seq); all as may be amended from time to time, together with the rules and regulations promulgated thereunder, and together with any other federal, state, or local laws, rules or regulations, whether currently in existence or hereafter enacted or promulgated, that govern or relate to: (i) the protection of the environment from spilled, deposited, or otherwise emplaced contamination or the existence, cleanup, or remedy of such contamination; (ii) Hazardous Substances or the storage, use, generation, discharge, treatment, removal, recovery, transportation, or disposal of Hazardous Substances.

23.2 TSA's Obligations. TSA represents and warrants that to the best of its knowledge there are no Hazardous Substances on, in, or under the Premises and TSA has never received any notice, letter or communication (written or otherwise) indicating that the Premises contains, or is likely to contain Hazardous Substances or that any Applicable Laws have ever been violated. TSA shall be fully responsible for any violation or alleged violation of Applicable Laws or regulations occurring prior to the date the Partnership initially accepted possession of the Improvements and agrees to indemnify and hold harmless the Partnership, including the Partnership's partners, directors, officers, employees, agents, successors, and assigns, from any loss or damage arising out of any violation or alleged violation of Applicable Laws or regulations existing as of the date the Partnership initially accepted possession of the Improvements.

23.3 Partnership's Obligations. Partnership shall not cause or permit the presence, use, generation, release, discharge, storage, transportation, or disposal of any Hazardous Substances, on, under, in, about, to or from the Premises except for those Hazardous Substances, if any, necessary to carry on Partnership's intended use as herein permitted, if used and disposed of strictly in accordance with Applicable Laws, guidelines issued by any national or regional board of insurance underwriters, and prudent standards of practice. The Partnership shall be fully responsible for any violation or alleged violation of Applicable Laws or regulations and agrees to indemnify and hold harmless TSA, the County and their officers, directors, agents and employees from any loss or damage arising out of any violation or alleged violation of Applicable Laws or regulations caused by the Partnership from the date the Partnership initially accepted possession of the Improvements through the Termination Date.

**ARTICLE XXIV**  
**MISCELLANEOUS**

24.1 Title to Premises; Sale of Premises. TSA and County agree that there are not and will not be any mortgages, liens, easements, or leases affecting title to the Premises that would adversely affect the Partnership's continued use of the Premises and/or the Partnership's rights under this Agreement. In the event of a sale or conveyance of the Premises, this Agreement shall not be affected by any such sale, and the purchaser shall take title subject to this Agreement.

24.2 Authority; Binding Effect. Each Party represents and warrants to the other Parties that (i) such Party has full right and authority to execute this Agreement and to consummate the transactions herein described and (ii) upon the execution hereof, this Agreement shall constitute the legally binding agreement

and obligation of such Party, enforceable in accordance with its terms, to the extent allowed by law.

24.3 Force Majeure. Upon the occurrence of any event, matter or condition beyond the reasonable control of TSA, Partnership and/or the County, including, but not limited to, war, public emergency, calamity, fire, flood, earthquake, hurricane, strike, Act of God, actions of other governmental units or operation of any applicable law, governmental rule or regulation, or court decision, then any obligation of a Party which cannot be completed as a result, will be extended to the extent commensurate with such interfering occurrence, and no damages shall apply as a result of such delay.

24.4 Partnership Rights. Notwithstanding anything to the contrary set forth herein, the Partnership shall have an absolute and continuing right to make non-structural, aesthetic, and/or cosmetic improvements, alterations, and additions to the Premises at anytime and at its own expense. With regard to structural improvements (i.e., permitted projects), such projects shall be provided by Partnership in writing to the TSA, which shall be subject to prior written approval by TSA. Partnership shall provide to TSA all requested plans and specifications for such structural improvements upon request and shall grant to TSA the right to inspect said construction at all reasonable times.

24.5 Third Party Beneficiary. Nothing contained in this Agreement shall give rise to, nor shall be deemed to or construed so as to, confer any rights on any other person or entity as a third party beneficiary as against the Partnership, TSA or the County, or create any privity or other relationship between any other person or entity and the Partnership, TSA or County.



**24.6 Further Assurances.** Each Party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of any other Party, certify by written instrument duly executed and acknowledged to any person or entity specified in such request:

(a) As to whether this Agreement has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment;

(b) As to the validity and force and effect of this Agreement and the existence of any default hereunder;

(c) As to the existence of any off-sets, counterclaims or defenses thereto on the part of such other party; and

(d) As to the commencement and expiration dates of the Term of this Agreement, and as to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party executing same.

**24.7 Disputes/Attorneys' Fees.** In the event of a dispute arising under this Agreement, for which a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall

include any costs that are taxable under any applicable statute, rule, or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24.8 Real Estate Broker. Each Party represents and warrants that neither they nor any of their representatives, employees, or agents have dealt with or consulted any real estate broker in connection with this Agreement. Without limiting the effect of the foregoing, each Party agrees to indemnify and hold the others harmless against any claim or demand made by a real estate broker or agents claiming to have dealt or consulted with them or any of their representatives, employees, or agents contrary to the foregoing representations and warranty.

24.9 Nonwaiver. The waiver by any Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement. The subsequent acceptance of fees by the TSA and/or County shall not be deemed to be a waiver of any preceding breach by the Partnership of any term, covenant, or condition of this Agreement.

24.10 Notices. All notices provided for in this Agreement shall be hand delivered or sent by registered or certified mail to the Parties, return receipt requested, at the addresses set forth below or at such other addresses as the Parties shall designate to each other in writing:

**TSA:** The Tampa Sports Authority  
4201 North Dale Mabry Highway  
Tampa, Florida 33607  
Attention: President and CEO

**Partnership:** New York Yankees  
George M. Steinbrenner Field  
1 Steinbrenner Drive  
Tampa, Florida 33614  
Attention: Anthony Bruno  
Senior Vice President

**With a copy to:** New York Yankees  
George M. Steinbrenner Field  
1 Steinbrenner Drive  
Tampa, Florida 33614  
Attention: Manuel Garcia, Esq.  
Florida Counsel

**And a copy to:** Mark T. Tate, Esq.  
212 S. Magnolia Avenue  
Tampa, Florida 33606

**County:** County Administrator  
P. O. Box 1110  
Tampa, Florida 33602

**With a copy to:** County Attorney  
P. O. Box 1110  
Tampa, Florida 33602

**And a copy to:** Clerk of the Circuit Court  
P. O. Box 1110  
Tampa, Florida 33602

Any notice or demand so given, delivered or made by United States Mail shall be deemed so given, delivered or made on the second business day after the same is deposited in the United States Mail, registered or certified mail, addressed

as above provided, with postage thereon fully prepaid. Any such notice, demand, or document not given, delivered or made by registered or certified mail as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made.

The Parties may from time to time notify the other of changes with respect to whom and where notices should be sent by sending notification of such changes pursuant to this Article.

**24.11 Captions.** Captions of each article are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Agreement.

**24.12 Time.** Time is of the essence of this Agreement and each and all of the provisions. Except as otherwise provided herein, days shall be defined as calendar days. Any obligation for performance by any party shall be delayed if the date for said performance falls on a weekend and/or holiday, in which event the party shall perform on the following day.

**24.13 Cumulative Remedies.** All of the rights, powers and privileges conferred by this Agreement upon the Parties shall be cumulative and in addition to those otherwise provided by law and shall not be deemed to preclude those rights and remedies provided by law.

**24.14 Entire Agreement and Modification.** Except as provided in this Article, this Agreement contains the entire agreement of the Parties pertaining to the Premises, supersedes all prior agreements pertaining thereto, and no representations, inducements, promises or agreements, oral or otherwise between the Parties not embodied in this instrument shall be of any force or effect. No

amendment, modification or variation of this Agreement or any of its terms or provisions shall be effectual, binding or valid unless and until the same is reduced to writing and executed by all Parties, and consented to by the Tampa City Council and the Mayor of the City of Tampa, and unless and until the term of the Joint Use and Maintenance Agreement is amended to expire on December 31, 2046.

24.15 Most Favorable Treatment. The Parties recognize that each future contract between TSA and/or the County and a person, entity or group for the use of TSA's and/or the County's property and/or facilities will be unique and designed to accomplish a distinct and discrete goal, and that a typical most favored treatment provision in this Agreement would be impractical and difficult to interpret or enforce.

However, the Parties are in accord with the notion that neither TSA nor the County shall knowingly provide in a future agreement or arrangement with another professional baseball franchise a material term or condition relating to a spring training facility that benefits such other baseball franchise when that same term or condition has been denied the Partnership. TSA and the County will use their best efforts in all future negotiations to avoid such terms.

Furthermore, the Parties are in accord with the notion that, if any other person, entity or group making use of property or facilities as a sport-oriented coliseum, arena, stadium or the like, shall in the future be accorded immunity, exemption or contractual release from ad valorem taxation by virtue of action taken by or agreement of the County or TSA, directly or indirectly, the parties will amend this Agreement to the extent permissible and in a manner which will not frustrate the intention of the Parties hereunder, to achieve comparable benefits or like exemption of the Partnership or the Premises from such taxation.

Furthermore, in the event County or TSA, in the future, specifically provides for the payment by County or TSA of ad valorem taxes in a contract with any other person, entity, or group which will make use of property or facilities as a sports-oriented coliseum, arena, stadium or the like, which is more favorable with respect to the percentage of reimbursement for the payment of taxes and/or credits, than the terms and conditions of this Agreement, this Agreement will be amended by the Parties to include a similar provision for the benefit of Partnership.

24.16 Recording. Within 30 days following the Effective Date the Parties shall record a Memorandum of Agreement, in a form acceptable to all Parties, in the Public Records of Hillsborough County, Florida.

24.17 Successors and Assigns. This Agreement is not assignable by any Party without the express written consent of the other Parties. Any transferee of the Partnership's rights hereunder shall specifically assume the Partnership's obligations under this Agreement as a condition to such assignment and the consent of TSA and the County. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

24.18 Right of Peaceable Possession. Subject to rights given TSA and the County herein, Partnership, upon the performance by Partnership of all the conditions herein set forth on the part of Partnership to be kept and performed, may quietly have, hold, occupy, and use the Premises without interruption by TSA, County, or by any other person or entity claiming by, through or under TSA or County, and TSA agrees to indemnify, defend, and hold the Partnership harmless from and against any and all claims of such other persons or entities.

24.19 Effective Date. The Parties acknowledge that this Agreement shall be effective on the date upon which all of the following conditions have been satisfied: (a) this Agreement has been consented to by the Tampa City Council and the Mayor of the City of Tampa; (b) this Agreement has been approved and executed by each of the Parties; (c) the Amended and Restated Himes Facility License Agreement has been approved by the Hillsborough County Aviation Authority, and approved and executed by each of the Parties; (d) the term of the Joint Use and Maintenance Agreement has been amended by the parties thereto to coincide with the Term; (e) the Certification as described in Section 14.A of the Facility Renovation Agreement has occurred, unless the Partnership exercises the right provided in said Section 14.A, and (f) the Facility Renovation Agreement has been approved and executed by each of the Parties. The foregoing notwithstanding, in the event that all of the foregoing conditions have not been satisfied by September 1, 2016, or such later date as provided in Section 14.A of the Facility Renovation Agreement, then this Agreement shall not become effective and shall be null and void.

24.20 Counterparts. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

24.21 TSA as Operator/Lessor. The County, as owner of the Premises, does hereby appoint TSA as Operator and Manager of the Premises and all Improvements thereon. As such, TSA is hereby authorized and delegated all authority, on behalf of the County, to license, manage and control the Premises, take all action to protect and preserve the Premises, enforce this Agreement and exercise all powers with respect to the Premises as granted or authorized by Chapter 96-520, Florida Statutes, as amended from time to time.

24.22 Luxury Suite Agreement Reaffirmed. The Parties do hereby confirm and ratify that certain Luxury Suite Agreement by and between Partnership and TSA dated February 1, 1996 and further agree that the Term thereof shall be co-extensive with this Agreement.

24.23 Governing Law and Dispute Resolution. This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a state court of appropriate jurisdiction in Hillsborough County, Florida, it being agreed hereby that both venue and jurisdiction are appropriate in said state courts.

24.24 Compliance with Section 288.11631, Florida Statutes. Partnership and TSA or the County, as appropriate, shall each, in connection with an application for certification and funding pursuant to Section 288.11631, Florida Statutes, take all actions and do all things reasonably necessary to comply with said statute, including but not limited to:

(a) meeting the requirements for certification under Section 288.11631(2), including, if necessary, the amendment of this Agreement and/or the Facility Renovation Agreement;

(b) enter into an agreement with the State of Florida Department of Economic Opportunity fully complying with all requirements of Section 288.11631(2)(c);

(c) submit all reports and do all things required by Section 288.11631 subsequent to certification.

24.25 Compliance with Hillsborough County Human Rights Ordinance; Equal Opportunity Clause. Partnership shall comply with: (i) Hillsborough



County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices; and (ii) the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented, which laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

24.26 Rules and Regulations. Notwithstanding any other provision of this Agreement and except as provided for in this Section 24.26, this Agreement and any rights or exclusivities granted by the Partnership hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. In the event that any act or omission of the Partnership to comply with the MLB Rules and Regulations affects the rights of TSA or the County under this Agreement or deprives the TSA or County of any benefit of this Agreement, the Parties will amend the terms of this Agreement to neutralize any effect of the MLB Rule or Regulation on the TSA or County. The Partnership agrees in any event that if compliance by it with MLB Rules and Regulations results in a failure of the Partnership to fulfill any obligation under this Agreement, such failure shall be considered a breach or default by the Partnership of this Agreement and TSA or County may exercise all remedies as provided for in Article 15.3 of this Agreement.

24.27 Conformity with Rules. The Partnership represents and warrants that, to the best of its knowledge, the execution, delivery and performance by the Partnership of this Agreement does not violate any provision of the MLB Rules and Regulations including, but not limited to, specifically, the Major League Rules, the Professional Baseball Agreement and the Official Baseball Rules.

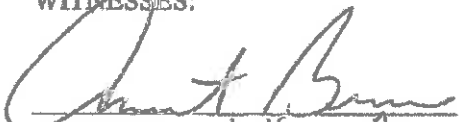
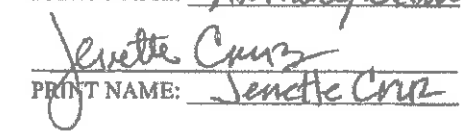
24.28 Approval of Major League Baseball. This Agreement shall not be effective until such time as all applicable MLB Approvals have been obtained, which approvals may be withheld in the sole and absolute discretion of MLB. Notwithstanding anything in the foregoing to the contrary, the Partnership represents and warrants that the only MLB Approval required for this Agreement to be effective is the receipt of a no-objection letter from the BOC.

24.29 Territory. The territory within which TSA or the County are granted rights is limited to, and nothing herein shall be construed as conferring on TSA or the County (or any other party) rights in areas outside of, the Spring Training territory of the Yankees, as established and amended from time to time pursuant to the MLB Rules and Regulations.

*(signatures to appear on the next page)*

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the day and year first above written.

WITNESSES:

  
PRINT NAME: Anthony Beave  
  
PRINT NAME: Jenette Cruz



**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: Martinique Holdings, Inc.

By:   
Harold Z. Steinbrenner, President


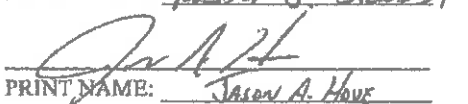
Title: Managing General Partner

WITNESSES:

  
PRINT NAME: ROBERT J. SILVEST  
  
PRINT NAME: Jason A. Houe

**THE TAMPA SPORTS AUTHORITY**

By:   
Andrew Scaglione, Chairman

  
PRINT NAME: ROBERT J. SILVEST  
  
PRINT NAME: Jason A. Houe

By:   
Eric Hart, President/CEO

*Approved as to form and legal sufficiency on  
behalf of the Tampa Sports Authority*

  
Steven A. Anderson, General Counsel

ATTEST:  
Clerk of Circuit Court



By: M. K. D.  
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA

By: [Signature]  
Lesley "Les" Miller, Jr., Chair  
Hillsborough County  
Board of County Commissioners

*Approved as to form and legal sufficiency on  
behalf of Hillsborough County*

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-041

[Signature]  
Samuel S. Hamilton,  
Senior Assistant County Attorney

**EXHIBIT A**  
**George M. Steinbrenner Field License Agreement**

**LEGAL DESCRIPTION**

**JULY 22, 1997**  
**PROJECT 93-108-L**  
**N.Y. YANKEES BASEBALL SPRING TRAINING COMPLEX**

A parcel of land lying in Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at a found  $\frac{3}{4}$ " capped iron rod LB #33 marking the North quarter corner of Section 9, Township 29 South, Range 18 East; thence run South 89°12'12" East along the North line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  for 1,235.14 feet; thence South 00°24'50" West, for 31.80 feet to the Point of Beginning; thence continue South 00°24'50" West, along the existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' R/W) for 1,365.62 feet; thence North 89°45'45" West for 420.95 feet; thence North 00°33'30" East, for 275.00 feet; thence North 89°46'52" West, for 775.00 feet; thence North 00°13'08" East for 268.78 feet; thence North 15°13'08" East, for 150.02 feet; thence South 74°46'52" East, for 130.62 feet; thence South 89°46'52" East, for 72.22 feet; thence North 00°25'20" East for 52.88 feet; thence North 44°24'21" West for 216.25 feet; thence North 16°58'34" East, for 303.66 feet; thence North 00°25'20" East for 251.01 feet to the South right of way line of Dr. Martin Luther King, Jr. Blvd.; thence continue along said South right of way line of Dr. Martin Luther King, Jr., Blvd. for the following four courses: 1) South 89°43'47" East, 292.81 feet; 2) South 88°33'21" East, 537.32 feet; 3) South 89°13'05" East, 113.88 feet; 4) South 72°35'56" East, 84.93 feet to the Point of Beginning.

Parcel contains 30.81 acres, more or less.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

A parcel of land lying in Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at a found  $\frac{3}{4}$ " Capped Iron Rod LB #33 marking the North Quarter corner of Section 9, Township 29 South, Range 18 East; thence run South 89°12'12" East, along the North line of the Northwest Quarter of the Northeast Quarter, for 1,235.14 feet; thence South 00°24'50" West, for 31.80 feet to a point at the intersection of the existing South right of way line of Dr. Martin Luther King, Jr. Boulevard and the existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' right of way); thence continue South 00°24'50" West, along said existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' right of way), for 1,365.62 feet; thence North 89°45'45" West, for 420.95 feet; thence North 00°33'30" East, for 130.97 feet; thence North 89°36'21" West, for 74.41 feet; thence North 00°18'39" East, for 143.82 feet to the POINT OF BEGINNING; thence North 89°46'52" West, for 699.97 feet; thence North 00°13'08" East, for 268.78 feet; thence North 15°13'08" East, for 150.02 feet; thence South 74°46'52" East, for 130.62 feet; thence South 89°46'52" East, for 72.22 feet; thence North 00°25'20" East, for 52.88 feet; thence North 44°24'21" West, for 108.20 feet; thence North 45°35'39" East, for 81.81 feet; thence South 44°24'21" East, for 646.52 feet; thence South 13°31'22" East, for 110.25 feet to the POINT OF BEGINNING. Containing 5.53 Acres, more or less.

Total Acreage of Hillsborough County Property 25.28 acres, more or less.

## EXHIBIT B

George M. Steinbrenner Field License Agreement  
JOINT USE AND MAINTENANCE AGREEMENT

This Agreement is entered into as of October 12, 1995 by and among HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"), TAMPA SPORTS AUTHORITY, a public agency of the State of Florida ("TSA"), HILLSBOROUGH COMMUNITY COLLEGE, a public community college created under the laws of Florida ("HCC"), and NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership ("Partnership").

## I. RECITALS

A. County, TSA and Partnership are parties to a License Agreement dated January 19, 1994 ("License Agreement") which, as subsequently modified, is incorporated herein by reference. A copy of the first page of the License Agreement is attached hereto as Exhibit A.

B. County and TSA are parties to a Sublease Option Agreement ("Sublease Option Agreement") with the Board of Trustees of the Internal Improvement Fund of the State of Florida, the Florida Department of Corrections and the Florida Department of Health and Rehabilitative Services (collectively the "State") dated April 27, 1994.

C. County and TSA, as Seller, and HCC, as Buyer are parties to an Agreement for the Purchase and Sale of Real Property ("Purchase Agreement") relative to the Parking Area, as defined below, dated October 12, 1995, a copy of which is attached hereto as Exhibit B and incorporated herein.

D. The real property that is the subject matter of the License Agreement and the Sublease Option Agreement, defined in the former as the HRS Site and in the latter as the Stadium Site, and referred to hereinafter as the Complex, is located on the southwest corner of North Dale Mabry Highway and Dr. Martin Luther King Blvd. in Tampa, Florida. The Complex contains the New York Yankees Baseball Complex, built pursuant to the License Agreement. The Complex contains, among other components, (i) a Community Use Field and (ii) a Parking Area of approximately 5.8 acres. Attached hereto as Exhibit C is a site plan on which the Community Use Field is shaded. Attached hereto as Exhibit D is the site plan on which the Parking Area is shaded. Attached hereto as Exhibit E is the survey and legal description of the Parking Area.

E. HCC's campus lies to the south/southwest of the Complex. The campus is joined to the Parking Area by two roads constructed or to be constructed by HCC, at its own cost, at the southeast and southwest corners of the Complex, depicted as HCC Roads A and B, respectively, on Exhibits C and D attached hereto.

F. The License Agreement contemplates the parties' execution of a Scheduling and Parking Agreement. This Joint Use and Maintenance Agreement shall serve as the Scheduling and Parking Agreement so contemplated.

EXHIBIT B

George M. Steinbrenner Field License Agreement

G. County, TSA and HCC believe that it is in the best interests of and serves the public health, safety and welfare to enter into this Agreement with the Partnership, and the parties wish to enter into this Agreement for their joint and mutual use and maintenance of the Community Use Field and Parking Area during the Term of the License Agreement, as set forth therein.

II. CONSIDERATION

In consideration of the mutual grants, covenants and promises contained herein, and for other good and valuable consideration, including but not limited to HCC's payment of \$400,000.00 to TSA under the Purchase Agreement for a portion of the improvements to the Parking Area, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows.

III. ACCURACY OF RECITALS

The recitals set forth in Section I above are true and correct and are hereinafter incorporated throughout this Agreement by reference.

IV. TERM

The Term of this Agreement shall be concurrent with the Term of the License Agreement, except that there shall be no Interim Term. The Initial Term of this Agreement shall be for a period of thirty (30) years commencing the later of (i) January 1, 1996 or (ii) January 1 of the Partnership's first season of Major League Spring Training at the Complex. The Initial Term shall terminate on December 31 of the thirtieth (30th) year thereafter. In addition, if the Partnership renews the License Agreement in accordance therewith, the Term may be renewed, on the same terms and conditions as set forth herein, unless the parties agree otherwise in writing, for each of two (2) consecutive additional periods of five (5) years (each period referred to as a "Renewal Term") upon written notice by the Partnership to the other parties 180 days prior to the last day of the Initial Term, or the first Renewal Term, as the case may be. Absent such written notice, this Agreement shall terminate on December 31, 2025, unless otherwise terminated earlier by the parties in accordance herewith and/or the License Agreement.

V. RIGHTS AND OBLIGATIONS RELATING TO PARKING AREA, OVERFLOW PARKING AREAS

A. The Partnership has and shall have the exclusive, uninterrupted and paramount right to use, control and operate the Parking Area for games and events held at the Complex as follows:

- 1. For all Major League Spring Training Games,

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

2. For all Florida State League Tampa Yankees Baseball games, except as set forth in Article V(F) below.
3. For all other baseball games, tournaments, charities, camps, assemblies, concerts, shows and other events held at the Complex and sponsored solely by the Partnership, except as set forth in Article V(F) below.

and, except as otherwise provided in this Agreement or the License Agreement, to operate and control the uses by the TSA and HCC as set forth in Articles V (C-H) below. When used by the Partnership and/or the TSA, the Parking Area shall be considered to be part of the Stadium and sports facility.

B. The Partnership shall be entitled to receive all revenues derived from the Parking Area pursuant to and except as limited by Article IX of the License Agreement; provided, however, that the Partnership agrees not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with those games and events described in Articles V(A)(1-3) above and V(E) below.

C. TSA shall have the right to use and operate the Parking Area for all Tampa Bay Buccaneers football games held at Tampa Stadium, or at a subsequently built stadium located on the Tampa Stadium Site across North Dale Mabry Highway from the Complex, provided that such games do not conflict with the Partnership's use of the Parking Area under Article V(A)(1) above. TSA shall have the right to use and operate the Parking Area for all other games, shows, concerts and events held at Tampa Stadium, or the subsequently built stadium located on the Tampa Stadium Site across North Dale Mabry Highway from the Complex, provided that such games do not conflict with the Partnership's use of the Parking Area under Article V(A)(1-3) above or HCC's use of the Parking Area under Article V(F) below.

D. TSA shall be entitled to receive all revenues from the Parking Area for events sponsored solely by TSA at the Complex, as set forth in Article V(C) above, pursuant to and except as limited by Article IX of the License Agreement; provided, however, that TSA agrees not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with TSA's events contemplated by this Article V(D).

E. TSA and the Partnership shall be entitled to share the revenues from the Parking Area for jointly sponsored events in accordance with Article IX of the License Agreement; provided, however, that TSA and the Partnership agree not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with such jointly sponsored events. HCC shall be entitled to share the revenues from the Parking Area for any events it sponsors jointly with the Partnership, or



## EXHIBIT B

## George M. Steinbrenner Field License Agreement

TSA, or both, on terms and conditions to be negotiated in good faith and agreed to in writing by the respective parties in connection with any such events.

F. HCC shall have the uninterrupted and paramount right to use the Parking Area, except as set forth in Article V(F)(1) below, and except during Partnership's Major League Spring Training games, for which the Partnership shall have exclusive and paramount use of the entire Parking Area, as set forth in Article V(A)(1) above, for its students, faculty and other patrons on Mondays through Thursdays between the first class day of its fall semester and the last class day of its spring semester each year during the Term. HCC shall otherwise have the right to use the Parking Area for its students, faculty and other patrons at all other times not referenced in Article V(A-E) above, including but not limited for its home games and practices, provided that HCC's use does not conflict with the uses of the Partnership or TSA as described in Article V(A-E) except as otherwise provided therein.

1. HCC's right to use the Parking Area as set forth in this Article V(F) shall be subject to the following:
  - a. HCC's students, faculty and other patrons may use the parking spaces designated and reserved for handicap parking only in accordance with applicable laws, ordinances and regulations governing the use and ability to use such spaces; and
  - b. TSA, HCC and the Partnership shall, by January 31st of each year during the Term of this Agreement, meet to designate and allocate in writing certain spaces within the Parking Area that the Partnership shall have the paramount right to use during all of its Florida State League Tampa Yankees' baseball games, as set forth in Article V(A)(2) above, whether or not such games are held on Mondays through Thursdays between the first class day of HCC's fall semester and the last class day of HCC's spring semester. These spaces shall be designated for the Partnership's press, suite holder, box seat holder, season ticket holder and VIP parking needs, it being the understanding and agreement of the parties that the Partnership shall have such needs pursuant to its obligations or commitments to other third parties each year during the Term. If the parties are unable through good faith efforts to agree on the designation and allocation of such parking spaces by January 31st of any year during the Term, then the Executive Director of the TSA, the President of HCC and the General Partner of the Partnership, or their respective designees, shall, prior to February 15th of such year, meet and vote on such

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

designation and allocation. A simple majority vote will determine which parking spaces shall be so designated and allocated, and the majority decision of the parties' representatives shall be conclusive and binding on the parties for that year, unless the TSA, HCC and the Partnership subsequently agree otherwise in writing.

G. HCC shall not be entitled to receive any revenues whatsoever from the Parking Area, nor shall HCC be entitled to charge its students, faculty or other patrons to park in the Parking Area during the times HCC is entitled to use the Parking Area, as set forth in Article V(F) above, except to the extent HCC may customarily charge its students, faculty and/or patrons for parking decals or passes, and further except that HCC may charge patrons of its home baseball games to use the Parking Area, provided that such use and charges do not conflict with either the Partnership's or TSA's respective uses and/or revenue rights as set forth in Articles V(A-E) above.

H. The Partnership shall have the right to use the parking areas at the Tampa Stadium Site as depicted on Exhibit F attached hereto, which areas may change if a new football stadium is built there, for parking of its employees, guests, patrons and other invitees, as the case may be, including but not limited to reserved parking for the Partnership during Major League Spring Training, during the times and events specified in Article V(A) above, to the extent parking of those vehicles cannot be accommodated at in the Parking Area during such games and events (hereinafter "Overflow Parking"). All Overflow Parking areas to be so used by the Partnership shall be reasonably designated by TSA.

I. HCC shall have the right to use the Overflow Parking areas at the Tampa Stadium Site, as depicted on Exhibit F attached hereto, and as reasonably designated by TSA and agreed to by HCC, for parking of its employees, students, faculty and patrons during the times and events specified in Article V(A) above, but only to the extent parking of those vehicles cannot be accommodated in the Parking Area due to Partnership or TSA events having the priority right to use the Parking Area, it being the intent of the parties that HCC shall be entitled to use only the same number of parking spaces in the Overflow Parking Area that it would otherwise be able to use in the Parking Area under Article V(F) above.

J. The Partnership and TSA shall each be entitled to charge and shall receive all revenues from any Overflow Parking for their respective games and events pursuant to Articles V(A) and V(B) above and Article IX of the License Agreement; provided, however, that neither the Partnership nor TSA shall charge HCC, or its student, faculty or patrons for their use of the Overflow Parking areas as set forth in Article V(I) above; and further provided that (1) the Partnership shall be entitled to collect and retain all revenues from Overflow Parking for all Major League Baseball games at the Complex pursuant to

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

Article IX of the License Agreement, whether or not such games are held concurrently or simultaneously with TSA-sponsored events at the Tampa Stadium Site, and (2) the Partnership shall be entitled to collect and retain all revenues from Overflow Parking for all of its other games and events listed in Article V(A)(2-3) above, as long as such games or events are not held concurrently or simultaneously with TSA-sponsored events at the Tampa Stadium Site, in which case TSA shall be entitled to collect and retain all revenues from Overflow Parking for the Partnership's such other concurrent or simultaneous games or events.

K. HCC shall not be entitled to charge or receive any revenues from its use of any Overflow Parking, except to the extent HCC may customarily charge its students, faculty and/or patrons for parking decals or passes.

L. The Partnership, HCC and TSA shall have full and uninterrupted rights, except as limited herein, to use the Pedestrian Bridge connecting the Complex to the Tampa Stadium Site, to accommodate their uses provided for under this Article V and/or the License Agreement, as the case may be.

M. Except as otherwise provided in the License Agreement or this Agreement, the Partnership shall be responsible for maintaining and providing reasonably necessary capital improvements to the Parking Area during the Term of this Agreement.

N. Except as otherwise provided in the License Agreement or this Agreement, if as a result of constant use of Overflow Parking by the Partnership's patrons or HCC's students, faculty or patrons, any Overflow Parking area at the Tampa Stadium site suffers substantial extraordinary wear and tear, the Partnership at its expense shall improve a sufficient and reasonable number of additional surface parking spaces within the Overflow Parking area at the Tampa Stadium Site as required to sustain such use. The extent and scope of such improvements by the Partnership shall be as mutually and reasonably agreed by TSA and the Partnership.

O. Any capital improvements to the Parking Area may be done by HCC, TSA or the Partnership, at their own cost and expense, unless they agree otherwise in writing, provided that the other two parties first approve such capital improvements in writing, which approval will not be unreasonably withheld.

P. Except as otherwise provided in the License Agreement, the Partnership shall be responsible for security and staffing of the Parking Area during the Term of this Agreement, provided that TSA and HCC shall each be responsible for their own security and staffing during the times and events they respectively use the Parking Area pursuant to Articles V(C) and V(F) above. The Partnership shall be responsible for security and staffing of the Overflow Parking areas either it or HCC uses during the Partnership's events as described in Article V(A) above, and the Partnership shall be responsible for associated reasonable costs such as maintenance, utilities and cleanup during such events,

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

as particularly set forth in the License Agreement. TSA shall be responsible for security and staffing of the Overflow Parking areas at all other times and for all other events.

Q. The Parking Area will be available for the parties' respective uses, as set forth in this Article V, at 7:00 a.m. to 11:00 p.m. daily, unless the Partnership extends such hours of operation or the Partnership and TSA agree in writing to other hours of operation for any particular game(s) or event(s). Absent such extension or agreement, and unless the Partnership notifies TSA and HCC otherwise in writing, the Partnership shall close the gates and secure the Parking Area between the hours of 11:00 p.m. and 7:00 a.m. daily.

R. The Partnership and TSA shall have the right to have any unauthorized vehicles towed from the Parking Area either during or after the hours of operation as set forth in Article V(Q) above.

S. The parties agree to use the Parking Area and the Overflow Parking areas in such manner as to keep them clean, clear of rubbish and garbage, and reasonably safe for pedestrians and motor vehicles.

T. The Partnership and TSA shall pay any ad valorem taxes levied on the Parking Area or the Partnership's use of the Parking Area as set forth in Article XI of the License Agreement; provided, however, that HCC will not be liable for payment of any such taxes or reimbursement to the Partnership.

## VI. RIGHTS AND OBLIGATIONS RELATING TO THE COMMUNITY USE FIELD

A. The Partnership shall have the exclusive and paramount right to use, operate and control the Community Use Field for all practices, games and other events for Major League Spring Training, Florida State League Tampa Yankees games, and any other baseball tournaments, games and related events held at the Complex, subject to the scheduling requirements and priorities of Article VII below.

B. HCC shall have the right to use the Community Use Field for its home baseball games and practices, subject to the scheduling requirements and priorities of Article VII below. HCC shall also have the limited right to sell, and to receive all revenues from the sale of, novelties and souvenirs, such as T-shirts, posters, pennants and the like, bearing HCC's name, logo and/or colors, at its home baseball games and practices at the Community Use Field. Such sales, if any, shall be conducted at HCC's sole expense, shall be limited to HCC's home baseball games and practices, and shall not in any way limit or restrict the Partnership's rights to sell novelties and souvenirs, and to receive all revenues therefrom, as set forth in Article VI(C) below and in the License Agreement.

C. The Partnership is and shall be entitled to receive all revenues from concessions, sales of novelty and souvenirs (with the sole exception being the limited right

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

of HCC to sell its own novelties and souvenirs pursuant to Article VI(B) above), and the exercise of all advertising and broadcast rights on the entire Complex, including but not limited to the Community Use Field, notwithstanding the fact that HCC may be utilizing either the Community Use Field or the Parking Area, consistent with the License Agreement. The Partnership's advertising rights shall include but shall not be limited to all outfield signage, the scoreboard and the naming or sponsorship of the Community Use Field. The Partnership agrees that all concessions, food and beverages sold at the Community Use Field during the Term of this Agreement shall be of good quality, free of defects and available at reasonably competitive prices. The Partnership also agrees that it shall use its best efforts to have its concessionaire (Volume Services or its successor) provide HCC with a reasonable opportunity to operate any of the concession stands at the Complex on behalf of such concessionaire, particularly the Community Use Field concession stand, on terms and conditions that are negotiated in good faith and agreed to between HCC and such concessionaire in connection with such operation(s); provided, however, that HCC acknowledges and agrees that the Partnership cannot require Volume Services to do so.

D. The Partnership shall be responsible for maintaining and providing reasonably necessary capital improvements, including but not limited to field maintenance and preparation for all games and events, to the Community Use Field pursuant to Article VI of the License Agreement.

E. The Partnership shall provide staffing for parking, security and concessions at all HCC home baseball games and other events played or held at the Community Use Field; provided, however, that HCC shall be entitled to receive all revenues from tickets or admissions to its home baseball games played at the Community Use Field.

F. Any capital improvements to the Community Use Field may be done by HCC, TSA or the Partnership, at their own cost and expense, unless they agree otherwise in writing, provided that the other two parties first approve such capital improvements in writing, which approval shall not be unreasonably withheld.

G. The parties agree to use the Community Use Field in such manner as to keep it clean, clear of rubbish and garbage, and reasonably safe for players, coaches and fans.

## VII. EVENT AND GAME SCHEDULING

## A. Priority of Scheduling and Uses

The parties agree that they shall use their best efforts to cooperate in good faith to schedule all games and events contemplated and identified in Article V above. In doing so, and in resolving any scheduling conflicts pursuant to Article VII(B) below, the following scheduling and use factors, in descending order of priority, shall govern:

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

## 1. Parking Area

- a. Major League Spring Training baseball games,
- b. Tampa Bay Buccaneer games held at the Tampa Stadium Site,
- c. HCC student, faculty and patron parking on Mondays through Thursdays between the first class day of the fall semester and the last class day of the spring semester,
- d. Florida State League baseball games,
- e. Other baseball events (i.e. individual games, tournaments, camps) whether sponsored by the Partnership or co-sponsored by the Partnership and TSA,
- f. Other non-baseball events sponsored by the Partnership (i.e. concerts),
- g. TSA events at the Complex,
- h. Other non-baseball events co-sponsored by the Partnership and TSA,
- i. HCC home baseball games,
- j. HCC patron/student/faculty parking at times other than as set forth in Article VII(A)(1)(b),
- k. TSA events at the Tampa Stadium Site other than Tampa Bay Buccaneer games.

## 2. Overflow Parking

- a. TSA events held at Tampa Stadium,
- b. Major League baseball games,
- c. HCC student, faculty and patron parking on Mondays through Thursdays between the first class day of the fall semester and the last class day of the spring semester,
- d. Florida State League baseball games,
- e. Other baseball events sponsored by the Partnership,
- f. Baseball events co-sponsored by the Partnership and TSA,
- g. Non-baseball events sponsored by the Partnership and TSA,
- h. Non-baseball events sponsored by TSA (either at the Complex or the Tampa Stadium Site),
- i. HCC patron/student/faculty at times other than as set forth in Article VII(A)(2)(c),
- j. HCC home baseball games.

## 3. Community Use Field

- a. Major League Spring Training baseball games and practices,

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

- b. HCC home baseball games and practices,
- c. Florida State League baseball games and practices,
- d. Other baseball events (whether sponsored by the Partnership or co-sponsored by the Partnership and TSA),
- e. Other non-baseball events sponsored by the Partnership,
- f. TSA sponsored events,
- g. Other non-baseball events co-sponsored by the Partnership and TSA.

## B. Schedule Preparation and Coordination

## 1. Initial Annual Scheduling

TSA, HCC and the Partnership shall exchange written schedules of planned games and events by December 31st of the calendar year preceding the calendar year during which such games and events will be held. In doing so, the parties agree to use their best efforts to avoid games or events being held simultaneously or concurrently at the Complex and the Tampa Stadium Site. The parties shall then have until January 31st of the year in which such events will be held to prepare and acknowledge in writing a mutually agreeable schedule of events for the Complex and the Tampa Stadium Site, including the Parking Area, Overflow Parking areas and the Community Use Field (the "Initial Schedule"), which shall follow and be governed by the scheduling and use priorities set forth in Article VII(A) above, unless the parties unanimously agree otherwise in writing.

## 2. Supplemental Annual Scheduling

TSA, HCC and the Partnership understand that additional games or events may be scheduled at the Complex and/or at the Tampa Stadium Site after the Initial Schedule has been fixed pursuant to Article VII(B)(1) above. Therefore, the parties shall, between May 15th and June 1st of each calendar year, advise each of the other parties in writing of any such additional games and events. The parties shall then have until July 1st of the year in which in such games or events will be held to modify, in writing, the Initial Schedule (the "Modified Schedule"), which shall follow and be governed by the scheduling and use priorities set forth in Article VII(A) above, unless the parties unanimously agree otherwise in writing.

## 3. Continued Cooperation

The parties agree that they will use their best efforts to meet as frequently as reasonably possible during each year of the Term of this Agreement to review and update the Agreed and/or Approved Schedules and to cooperate to resolve, with a minimum of inconvenience to their respective operations, any pending or anticipated scheduling conflicts.

C. The Partnership agrees that it shall, consistent with the parties' obligation to work together in good faith to schedule and coordinate the games and events for which

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

the Parking Area, Overflow Parking areas and Community Use Field shall be used, use its best efforts to make one or more of its baseball fields at its Minor League Complex, located at the southeast corner of Himes Avenue and Columbus Drive, available for practices and/or games as may be reasonably necessary in the event of a scheduling conflict with respect to the Community Use Field.

## VIII. PERSONAL PROPERTY

All non-fixtures (i.e. batting cages, pitching machines, baseball equipment) placed or moved upon the Complex, including but not limited to the Parking Area and the Community Use Field, by the Partnership, HCC or TSA, and owned by any such party prior to such placement or movement, shall continue to be owned and used by such party at their own risk, provided that any such party shall be liable for any damage or injuries caused to or by such non-fixtures as a result of the negligent handling or use of such non-fixtures by such party, or its employees, agents or invitees. No party may use the personal property of any other party without the express written consent of the other party. The party owning any such personal property shall have the exclusive use of such personal property which, upon expiration of this Agreement, shall remain the personal property of the party owning such personal property.

## IX. INSURANCE

A. The Partnership and TSA shall provide, pay for and maintain insurance coverage for the Parking Area, the Overflow Parking areas and the Community Use Field as required by Article XV of the License Agreement.

B. HCC shall be self insured and assume the risk of loss and liability on all risks for its operations at and uses of the Parking Area, the Overflow Parking areas and the Community Use Field. HCC shall, at all times, keep the Partnership, TSA, Hillsborough County and the City of Tampa advised in writing of such self-insurance or other insurance, and shall give the Partnership, TSA, Hillsborough County and the City of Tampa at least thirty (30) days written notice of any change or cancellation of any such self-insurance or other insurance. HCC shall also maintain Workers Compensation and Employers Liability insurance coverages required by applicable Florida law. HCC shall also self-insure its automobile liability insurance under the terms and conditions required by Florida law. HCC shall also maintain real property insurance in the amount of replacement value of the premises or for property damaged or destroyed which is under the control of HCC.

C. The Partnership and TSA shall have HCC endorsed to their respective liability insurance policies, other than their respective Workers Compensation and Employers Liability coverages, as additional insureds for the uses and operations contemplated under this Agreement.



## EXHIBIT B

## George M. Steinbrenner Field License Agreement

D. Under all property insurance policies, the Partnership, TSA and HCC shall have its insurance companies waive their rights of subrogation against the other parties. Should at the time of a loss either the Partnership, TSA or HCC not have accomplished this waiver, the waiver requirements shall be void.

E. Certificates of insurance evidencing the insurance coverages and limits required by this Agreement shall be provided to each party by the other within fifteen (15) days of a written request. Each certificate shall be executed by an authorized representative of the insurance companies and HCC's self-insurance fund or administrator, as the case may be, shown on the Certificate with written proof for each insurance company that he/she is their authorized representative and is authorized to execute the Certificate on their behalf, which Certificates shall be in form reasonably acceptable to the parties. Certified, true and exact copies of the insurance policies required by this Agreement will be accepted in place of Certificates of Insurance if properly endorsed to cover the insurance requirements herein. Each party shall provide the other party with replacement Certificates of Insurance at least thirty (30) days prior to the expiration of existing policies.

F. Each party's insurance companies shall provide at least thirty (30) days written notice by certified or registered mail to the other parties of any cancellation or reduction in any of the coverages required by this Agreement.

G. HCC's status as self-insured during the Term of this Agreement, as set forth in Article X(B) above, is not intended nor shall it be construed to be a waiver, release or limitation of any rights or remedies that TSA or the Partnership may have against HCC for any breach of this Agreement or for any other claim under applicable Florida law.

## X. INDEMNIFICATION

A. The Partnership agrees to indemnify and hold harmless HCC and TSA, and their respective officers, agents, employees, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of the Partnership or its partners, employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

B. TSA agrees, to the extent permitted by law, to indemnify and hold harmless HCC and the Partnership, and their respective partners, officers, agents, employees, affiliates, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of TSA or its employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

C. HCC agrees, to the extent permitted by law, to indemnify and hold harmless TSA and the Partnership, and their respective partners, officers, agents, employees, affiliates, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of HCC or its employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

D. Notwithstanding the foregoing provisions, the indemnity obligations of TSA and the Partnership under this Article X are limited to available insurance coverages with respect to personal injury tort liability claims so long as such insurance coverages are maintained in accordance with this Agreement.

**XI. FORCE MAJEURE**

Upon the occurrence of any event, matter or condition beyond the reasonable control of the Partnership, TSA or HCC, including but not limited to war, public emergency or calamity, fire, flood, earthquake, hurricane, strike, act of God, unforeseen site conditions, actions of any governmental entity, operation of any applicable law, governmental rule or regulation, or any court decision, or in the event of a partial or complete taking of all or any portion of the Complex by eminent domain, the obligations of the parties under this Agreement shall be excused and discharged to the extent any such event, matter or condition prohibits, precludes or limits the ability of any such party to perform its obligations hereunder.

**XII. NON-RECOURSE (NO LIABILITY FOR PARTNERS)**

No partner of the Partnership, including but not limited to any general partner and the managing general partner, shall have any personal liability with respect to the Partnership's obligations hereunder by reason of his or its status as partner.

**XIII. RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the parties created by this Agreement shall at all times be considered that of licensors and licensees. The parties are neither joint venturers, partners or associates of each other with respect to any matters provided for in this Agreement, nor is any party an agent of any other party. Nothing herein contained shall be construed to create any such relationships between the parties.

**XIV. THE LICENSE AGREEMENT**

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

A. The parties agree that the License Agreement shall govern and take precedence in the event of any conflicts or inconsistencies that may exist or arise between this Agreement and the License Agreement.

B. Hillsborough County shall be a signatory, and not a party, to this Agreement, solely for the purpose of granting any necessary approvals stemming from the relationship of the parties in the License Agreement and for extinguishing those rights and obligations under the License Agreement as set forth in Article XIV(G) below. Hillsborough County shall not be deemed a party to this Agreement, except as outlined above, and shall not, by virtue of any obligations it has under the License Agreement, serve as guarantor of HCC's or TSA's obligations under this Agreement, except as may otherwise be provided in the License Agreement.

C. This Agreement shall serve to extinguish any obligations of Hillsborough County and TSA towards the Partnership that may flow from the License Agreement and are related to the Parking Area but only to the extent such obligations are legally unenforceable by virtue of the transfer of ownership or leasehold interest of the Parking Area from TSA and County to HCC under the Purchase Agreement; provided, however, that this provision shall in no way release or discharge Hillsborough County and TSA from their respective obligations under the License Agreement relating to the design, construction, maintenance and insurability of the Improvements under the License Agreement, including but not limited to the Stadium and the Pedestrian Bridge; and further provided that it is the intent of the signatories hereto that this Agreement not supersede the License Agreement in any material respect.

## XV. MISCELLANEOUS

A. Each party represents and warrants to the other parties that (i) such party has full right and authority to execute this Agreement and to consummate the transactions herein described and (ii) upon the execution hereof, this Agreement shall constitute the legally binding Agreement and obligation of such party, enforceable in accordance with its terms.

B. The waiver by any party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

C. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

D. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or

EXHIBIT B

George M. Steinbrenner Field License Agreement

unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

E. This Agreement is not assignable by the parties without the express written consent of the other parties; provided, however, in the event of such consent, the covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

F. Titles and captions used in this Agreement are only for convenience and shall be considered to be of no effect in the construction or interpretation of any provision or provisions of this Agreement.

G. Time is of the essence of this Agreement and of each and all of its provisions. As used herein, days shall be defined as calendar days. Any obligation for performance by any party shall be delayed if the date for said performance falls on a weekend and/or holiday, in which event the party shall perform on the following day.

H. All notices provided in this Agreement shall be hand delivered or sent by registered or certified mail to the parties, return receipt requested, at the addresses set forth below or at such other address as the parties shall designate to each other in writing:

TSA:

Tampa Sports Authority  
4201 North Dale Mabry Highway  
Tampa, Florida 33607  
Attention: Executive Director

PARTNERSHIP:

New York Yankees  
3102 North Himes Avenue  
Tampa, Florida 33607  
Attention: General Partner

HILLSBOROUGH COUNTY:

Board of County Commissioners  
P. O. Box 1110  
Tampa, Florida 33601

With a copy to the Hillsborough County Administrator  
P. O. Box 1110  
Tampa, Florida 33601

With a copy to County Attorney  
P. O. Box 1110  
Tampa, Florida 33601

EXHIBIT B

George M. Steinbrenner Field License Agreement

HILLSBOROUGH  
COMMUNITY COLLEGE:

HILLSBOROUGH COMMUNITY COLLEGE  
P. O. Box 31127  
Tampa, Florida 33631-3127  
Attention: President


Any notices so given, delivered or made by the United States Mail shall be deemed so given, delivered or made on the second business day after the same is deposited in the United States Mail, registered or certified mail, addressed as above provided, with postage thereon fully paid. Any such notice, demand or document not given, delivered or made by registered or certified mail shall be deemed to be given, delivered or made upon receipt of the same by the party to whom such notice is to be given, delivered or made.

I. The parties acknowledge and agree that this Agreement is not effective until approved by Hillsborough County Board of County Commissioners, the Tampa City Council, the Tampa Sports Authority and the HCC Board of Trustees, and that no amendment shall be effective unless made in writing, signed by all parties and approved by all four such governmental entities


J. All of the rights, powers and privileges conferred by this Agreement upon the parties shall be cumulative and in addition to those otherwise provided by law and shall not be deemed to preclude such other rights and remedies.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

WITNESSES

  
Print Name: Henry G. Sankar

  
Print Name: Michael K. Farrell

  
Print Name: Henry G. Sankar

  
Print Name: Michael K. F

TAMPA SPORTS AUTHORITY

By:   
Steven Anderson, Chairman

By:   
Rick Nafe, Executive Director

EXHIBIT B  
George M. Steinbrenner Field License Agreement

ATTEST: Richard L. Ake  
By: [Signature]  
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA  
By: [Signature]  
Jim Nolan, Chairman  
of the Board of County Commissioners

DISTRICT BOARD OF TRUSTEES  
HILLSBOROUGH COMMUNITY COLLEGE  
By: [Signature]  
Gerard A. Bell, Chairman

[Signature]  
Print Name: Carol Ann Bone

[Signature]  
Print Name: Cathy M. Sagerdorf

[Signature]  
Print Name: Carol Ann Bone

By: [Signature] 9/21/95  
Andreas A. Paloumpis, President

[Signature]  
Print Name: Cathy M. Sagerdorf

[Signature]  
Print Name: Pennsylvania

NEW YORK YANKEES PARTNERSHIP  
By: [Signature]  
Joseph A. Molloy, as its  
General Partner

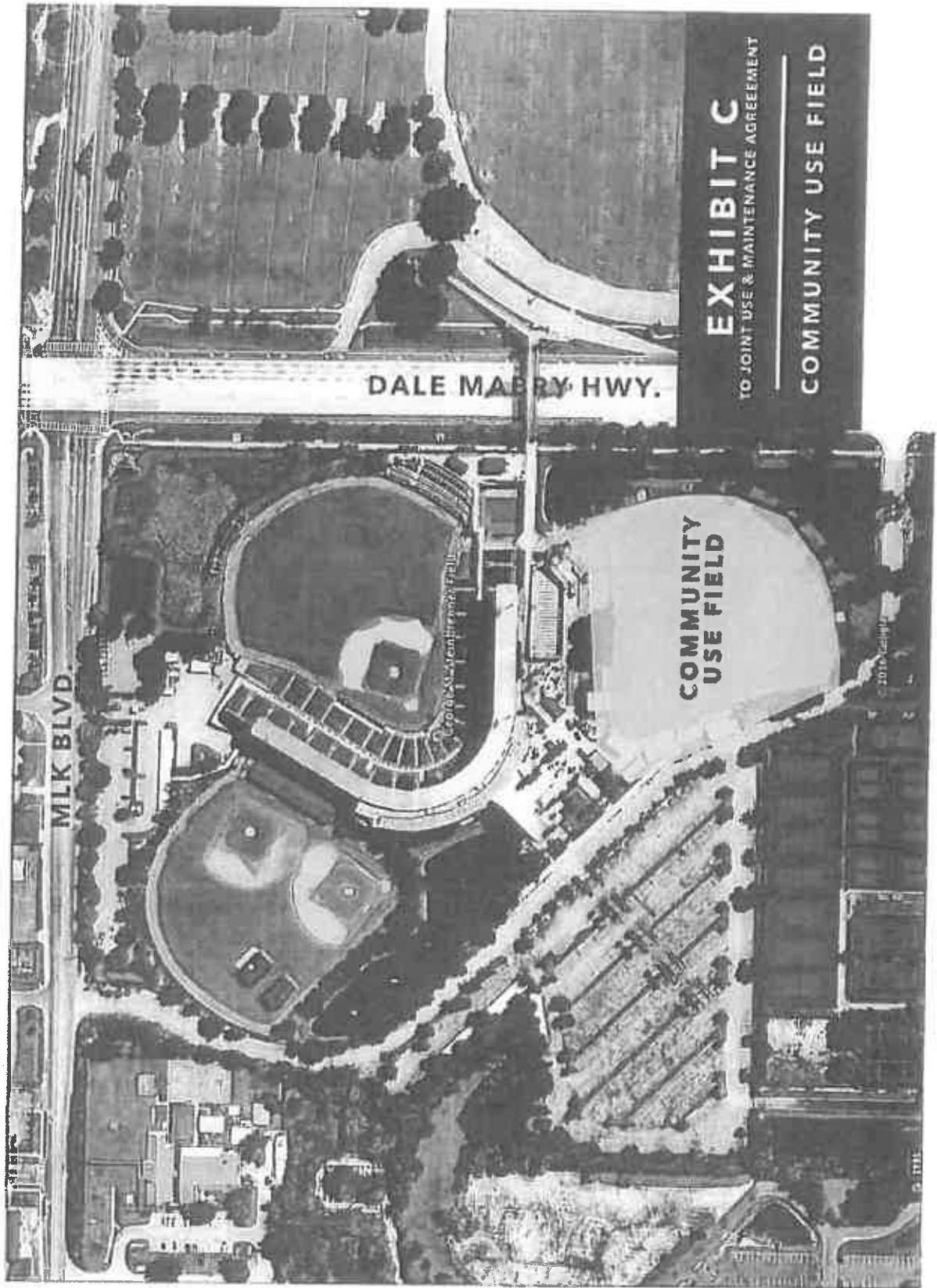
[Signature]  
Print Name: John T. Agliano

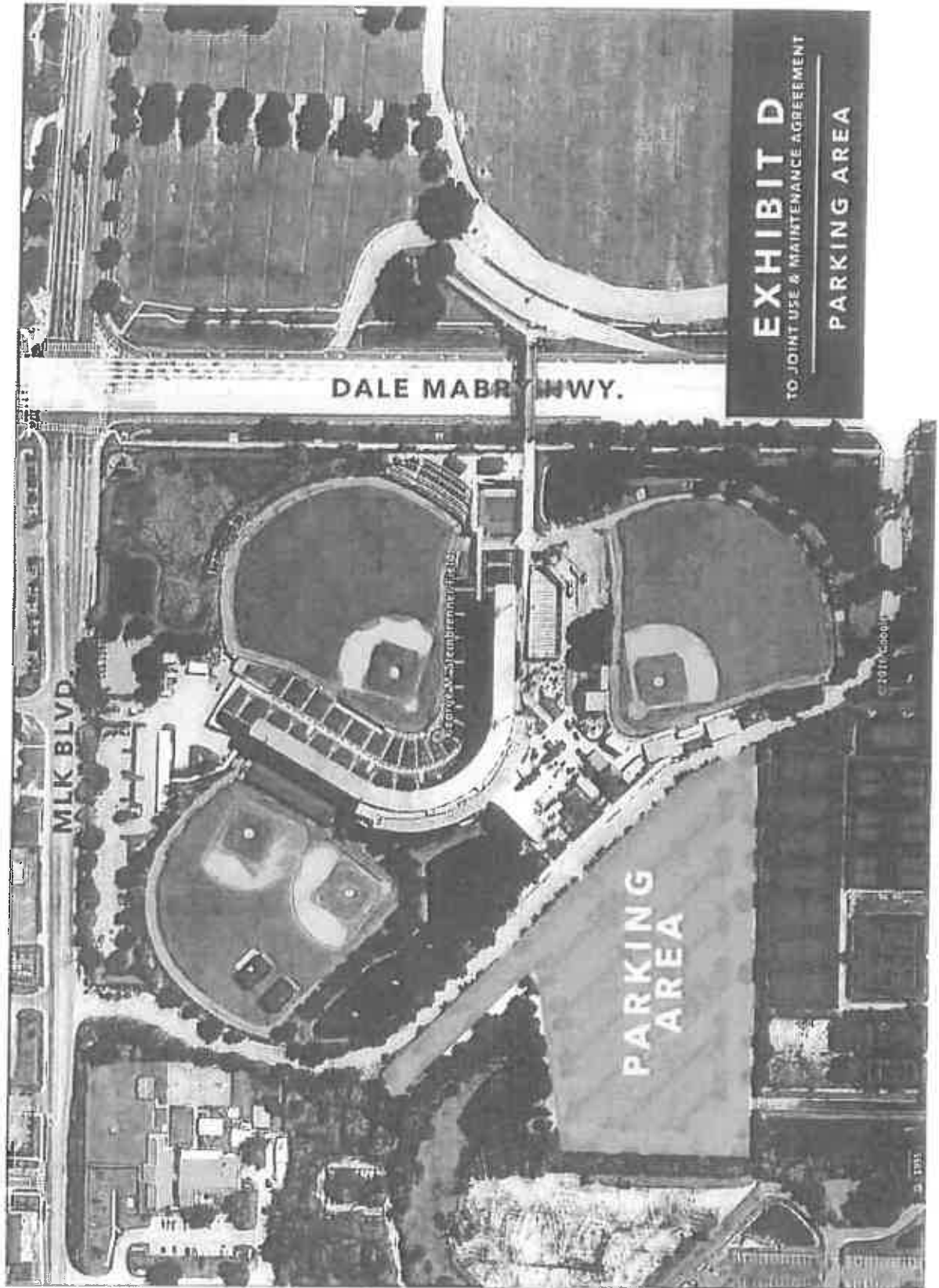
hccagr8

APPROVED BY COUNTY ATTORNEY

BY: [Signature]  
APPROVED As To Form and  
Legal Sufficiency.

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT No. 95-1946









**EXHIBIT C**  
**George M. Steinbrenner Field License Agreement**

**License Fee Schedule**

<b>Date</b>	<b>License Fee</b>
5/30/2016	\$ 223,251.85
8/30/2016	\$ 223,251.85
5/30/2017	\$ 223,251.85
8/30/2017	\$ 223,251.85
5/30/2018	\$ 206,501.85
8/30/2018	\$ 206,501.85
5/30/2019	\$ 206,501.85
8/30/2019	\$ 206,501.85
5/30/2020	\$ 210,213.65
8/30/2020	\$ 210,213.65
5/30/2021	\$ 210,213.65
8/30/2021	\$ 210,213.65
5/30/2022	\$ 210,213.65
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8/30/2031	\$ 247,063.65
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9/30/2032	\$ 247,063.65
5/30/2033	\$ 247,063.65
8/30/2033	\$ 247,063.65
5/30/2034	\$ 247,063.65
8/30/2034	\$ 247,063.65
5/30/2035	\$ 247,063.65
8/30/2035	\$ 247,063.65
5/30/2036	\$ 92,963.65

<b>Date</b>	<b>License Fee</b>
8/30/2036	\$ 92,963.65
5/30/2037	\$ 92,963.65
8/30/2037	\$ 92,963.65
5/30/2038	\$ 92,963.65
8/30/2038	\$ 92,963.65
5/30/2039	\$ 92,963.65
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5/30/2042	\$ 92,963.65
8/30/2042	\$ 92,963.65
5/30/2043	\$ 92,963.65
8/30/2043	\$ 92,963.65
5/30/2044	\$ 92,963.65
8/30/2044	\$ 92,963.65
5/30/2045	\$ 92,963.65
8/30/2045	\$ 92,963.65
5/30/2046	\$ 92,963.65
8/30/2046	\$ 92,963.65
12/31/2046	Expiration

<b>Total</b>	<b>\$11,375,452</b>
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# CITY OF TAMPA

Bob Buckhorn, Mayor

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May 11, 2016

The New York Yankees Partnership  
C/O Steven A. Anderson, Esq.  
Bank of America Plaza  
101 East Kennedy Blvd.  
Tampa, Florida 33602

**Re: City of Tampa Consents to Amended and Restated License Agreements and Facility Renovation Agreement**

Dear Mr. Anderson:

Attached is a copy of City of Tampa Council Resolution No. 2016-339, passed and adopted by City Council on May 5, 2016. This Council Resolution constitutes that body's consent to the above-referenced Agreements as required by Section 96-520, Laws of Florida.

Please accept this letter as my consent to the said Agreements as Mayor of the City of Tampa, which consent is also required by Section 96-520, Laws of Florida.

Sincerely,

Bob Buckhorn  
Mayor  
City of Tampa, Florida

Cc. The Hon. Mike Suarez, Chairman of the Tampa City Council  
Shirley Foxx-Knowles, City Clerk  
Julia C. Mandell, City Attorney

Agmt  
AS

RESOLUTION NO. 2016- 339

**A RESOLUTION CONSENTING TO AN AMENDED AND RESTATED HIMES PLAYER DEVELOPMENT COMPLEX LICENSE AGREEMENT, AN AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT AND NEW YORK YANKEES FACILITY RENOVATION AGREEMENT AMONG THE TAMPA SPORTS AUTHORITY, THE NEW YORK YANKEES PARTNERSHIP AND HILLSBOROUGH COUNTY IN COMPLIANCE WITH SECTION 96-520, LAWS OF FLORIDA; PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the Tampa Sports Authority ("TSA"), the New York Yankees Partnership ("NYYP") and Hillsborough County ("County"), are parties (collectively "Parties"), to a certain License Agreement dated January 14, 1994 (as variously amended), for the use of the real property in the general vicinity of North Dale Mabry Highway and Dr. Martin Luther King, Jr. Blvd., Tampa, Florida, as a baseball stadium and practice facility named George M. Steinbrenner Field; and

**WHEREAS** on August 21, 1989, the Parties entered into a License Agreement for the use of certain real property and facilities located at the northwest corner of the intersection of Himes Avenue and Columbus Drive for baseball training activities (the Himes Player Development Complex"); and

**WHEREAS**, as part of a general renovation project involving of the licensed facilities, as reflected in the New York Yankees Facility Renovation Agreement, the parties have negotiated Amended and Restated License Agreements for both the George M. Steinbrenner Field and Himes Player Development Complex; and

**WHEREAS**, the amendments generally extend the terms of the Licensee Agreements, set license fees during the extended terms, and address matters related to maintenance, repairs, insurance, parking and advertising; and

**WHEREAS**, although the City of Tampa is not an owner of any of the real property involved, nor a party to any of the License Agreements or the Facility Renovation Agreement, the Parties must obtain its consent before any conveyance, lease or encumbrance of the real property under TSA's enabling legislation, Chapter 96-520, Laws of Florida.

B2016-20

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA**

**Section 1. That the City Council of the City of Tampa hereby consents to the Amended and Restated George M. Steinbrenner Filed License Agreement, the Amended and Restated Himes Player Development Complex License Agreement and the New York Yankees Facility Renovation Agreement in the form of the copies attached hereto or in substantially similar form.**

**Section 2. That this Resolution shall take effect immediately upon its adoption.**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,  
FLORIDA ON MAY 0 5 2016.**

  
**CHAIR/CHAIR PRO-TEM  
CITY COUNCIL**

**ATTEST:**

  
**City Clerk/Deputy City Clerk**

**APPROVED AS TO FORM:**

**e/s/ Jorge I. Martin  
Senior Assistant City Attorney**



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Addendum to Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading 'Eric D. Hart', is written over a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**ADDENDUM TO AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT**

This Addendum is an addendum to the AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT (the "Agreement"), which was entered into on April 20, 2016 between THE TAMPA SPORTS AUTHORITY (the "Applicant"), HILLSBOROUGH COUNTY (the "County") and NEW YORK YANKEES PARTNERSHIP (the "Franchise"). The purpose of this Addendum is to ensure that the Agreement at all relevant times continues to meet the requirements of section 288.11631, Florida Statutes.

WHEREAS, section 288.11631, Florida Statutes, is intended to provide a process for the retention of spring training baseball franchises within the State. The Applicant and the Franchise acknowledge that the amount of State incentive funding provided by the State for the Facility is based on the continual use of the Facility by the Franchise for the duration of such incentive funding;

WHEREAS, the purpose of this Addendum is to ensure that the Agreement continuously meets the requirements of section 288.11631, Florida Statutes, and to ensure that the Florida Department of Economic Opportunity ("DEO") can properly and responsibly act as the steward of State funds; and

WHEREAS, it is recognized that the Agreement contains provisions designed to establish business, operational and other obligations and rights not directly related to section 288.11631, Florida Statutes or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and in order to induce DEO to certify Applicant pursuant to section 288.11631, Florida Statutes, the parties intending to be legally bound, hereby agree as follows:

- I. **DEFINITIONS:** Except as otherwise set forth herein, the definitions set forth elsewhere in the Agreement shall not apply to this Addendum and the definitions

set forth in this Addendum shall not apply elsewhere to the Agreement. All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum. The following definitions shall apply to this Addendum:

- A. **Major League Spring Training Home Games** shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball in its sole discretion, to be played by the Franchise's Major League Baseball Club as the home team at the Facility during such Spring Training Season.
- B. **Spring Training Season** shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through April 15 of each calendar year, but subject to change at the sole discretion of Major League Baseball.
- C. **Facility** shall mean the Applicant's professional sports facility for Spring Training of one or more Major League Baseball Clubs as well as minor league affiliates, including a stadium, team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, intended for use by the Franchise.
- D. **Applicant's Bonds** shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.
- E. **Operative Agreements** shall mean the Agreement, this Addendum, and such other documents and agreements applicable to the Franchise's use of the Facility.
- F. **Franchise Spring Training Season** shall mean, with respect to any calendar year during the term of the Agreement, the use of the Facility by the Franchise's Major League Baseball Club for the full period of such calendar years' Spring Training Season.



## II. TERMS AND CONDITIONS

- A. If the Franchise's Major League Baseball Club falls to play each and every one of its Major League Spring Training Home Games (each a "Missed Game") at the Facility during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or approved in writing by both the Applicant and DEO, then, the Franchise shall reimburse the State a portion of the State's yearly distribution applicable to such Franchise Spring Training Season determined by multiplying the amount of such yearly distribution by the fraction obtained by dividing the number of Missed Games by the number of Major League Spring Training Home Games scheduled for such Franchise Spring Training Season. For example, if Applicant is scheduled to receive \$1,000,000 in a year, and the Franchise has 2 Missed Games in a Franchise Spring Training Season that is scheduled to have 16 Major League Spring Training Home Games, the Franchise would be required to repay \$125,000 to DEO, because  $\$1,000,000 \times (2 / 16) = \$125,000$ . However, if the Franchise has four or more Missed Games during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or pre-approved in writing by the Applicant and DEO, then, at DEO's election, the Franchise shall be deemed to have relocated pursuant to section 288.11631(2)(a)2, Florida Statutes (a "Relocation"). For the avoidance of doubt and for the sake of clarity, an international game, a game played during the Major League Baseball championship season, an exhibition game played in a Major League Baseball stadium or a game played against a college or university team shall not constitute a Major League Spring Training Home Game and therefore shall not constitute a Missed Game.
- B. **Repayment Obligation:** In the event of a Relocation the Franchise shall reimburse the State for the total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the Applicant's Bonds, pursuant to section 288.11631(2)(a)2, Florida Statutes, which reimbursement obligation (the "Addendum Reimbursement") is intended to satisfy, and shall not

be duplicative of, the "State Reimbursement" as defined in Section 15.3 of the Agreement. The payment of the "Addendum Reimbursement" obligation is a partial remedy under terms of the Agreement in the event of a Relocation; provided that the payment of such reimbursement obligation by Franchise shall not release, reduce or otherwise modify any right or remedy available to TSA and/or County under terms of the Agreement in the event of a Relocation. Franchise acknowledges and agrees that nothing in this Addendum shall in any way, directly or indirectly, imply or impose upon TSA or County any intention, duty or obligation to mitigate damages in the event of a Relocation as the agreed upon remedies available to TSA and County in the event of a Relocation are provided in Section 15.3 of the Agreement, it being agreed that said matters have been fully considered and adequately addressed in the Agreement.

- C. **Force Majeure:** Notwithstanding the foregoing, the Franchise shall not be deemed to have a Missed Game to the extent its failure to play a Major League Spring Training Home Game at the Facility was due to an event of Force Majeure; provided, however, that the parties must make reasonable good faith efforts to mitigate the Force Majeure event. For the purpose of this Addendum, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, except in the case of a rule, order or act by Applicant, or the international equivalent thereof), failure of technical facilities, severe inclement weather or any other cause of any nature whatsoever beyond the control of the parties (including a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable care and foresight. If an event of Force Majeure causes the Franchise's Major League Baseball Club to fail to play at least fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term for one additional Franchise Spring Training Season.

- D. MLB Requirements:** If Major League Baseball causes the Franchise's Major League Baseball Club to play less than fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term of the Agreement for one additional Full Spring Training Season.
- E. Third Party Beneficiary:** The State, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations imposed by, this Addendum. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any rights or remedies that the State or DEO may have under law.
- F. Order of Priority:** In the event of a conflict between the terms of this Addendum and terms of the Agreement relating specifically to a right, obligation or remedy benefiting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreement, including any terms added to, amended in, or removed from the Agreement after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and the Executive Director of DEO. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on the rights of DEO under this Addendum, such portion of that modification or amendment that has an adverse effect shall be void ab initio, and ineffective.
- G. Recitals Incorporated:** The foregoing recitals are incorporated herein and made a part hereof by this reference.

**H. Duplicate Terms:** Because this is an Addendum prepared without reference to the Agreement itself, it may duplicate some existing terms of the Agreement. Such duplication or restatement of terms shall be construed as intentional.

***The remainder of this page is intentionally blank.***

WITNESSES:

  
PRINT NAME: Anthony Bruno

  
PRINT NAME: Hilda McCall


**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: Martinique Holdings, Inc.


By:   
Harold Z. Steinbrenner, President


Title: Managing General Partner

WITNESSES:

  
PRINT NAME: Mackey Farrell

  
PRINT NAME: Bobby Silvestri

  
PRINT NAME: Mackey Farrell

  
PRINT NAME: Bobby Silvestri

**THE TAMPA SPORTS AUTHORITY**

By:   
Vincent Marchetti, Chairman

By:   
Eric Hart, President/CEO

*Approved as to form and legal sufficiency on  
behalf of the Tampa Sports Authority*

  
Steven A. Anderson, General Counsel

ATTEST:  
Clerk of Circuit Court



HILLSBOROUGH COUNTY, FLORIDA

By: Diana Steen  
Deputy Clerk

By: Lesley "Les" Miller, Jr.  
Chair  
Hillsborough County  
Board of County Commissioners

*Approved as to form and legal sufficiency on  
behalf of Hillsborough County*

Samuel S. Hamilton  
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-1144



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the First Amendment to the Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated October 25, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink that reads "Eric D. Hart".

---

Eric D. Hart, President/CEO  
Tampa Sports Authority

**FIRST AMENDMENT TO**  
**AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE**  
**AGREEMENT**

This First Amendment to Amended and Restated George M. Steinbrenner Field License Agreement ("First Amendment") is entered into as of the 25<sup>th</sup> day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

**Recitals**

**WHEREAS**, TSA, Partnership and County are parties to an Amended and Restated George M. Steinbrenner Field License Agreement dated April 20, 2016 (the "GMS License") pertaining to Partnership's use of the Premises; and

**WHEREAS**, the Parties desire to amend the GMS License as herein provided and such action is in the best interest of the Parties; and

**WHEREAS**, capitalized terms set forth in this First Amendment shall have the meanings set forth in the GMS License if not otherwise defined herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the GMS License as follows:



1. Revised License Fee Schedule. Exhibit "C" License Fee Schedule to the GMS License is deleted and a new Exhibit "C," attached hereto and made a part hereof, is substituted in lieu thereof.

2. Effect of First Amendment on GMS License. All other terms and conditions of the GMS License not modified herein, shall remain in full force and effect.

4. First Amendment Effective Date. This First Amendment shall become effective on the date upon which it has been executed by all Parties.

*[signatures appear on the next page]*

IN WITNESS WHEREOF, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

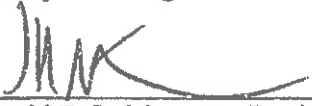
TAMPA SPORTS AUTHORITY

NEW YORK YANKEES

By: 

By: Martinique Holdings, Inc.

Name: Eric Hart

By: 

Title: President/CEO

Harold Z. Steinbrenner, President

Date signed: 10/25/16

Title: Managing General Partner

Date signed: 10/25/16

Approved as to Form and Legality  
As to Tampa Sports Authority



Steven A. Anderson, General Counsel

ATTEST:

HILLSBOROUGH COUNTY,

CLERK OF THE CIRCUIT COURT

FLORIDA

By:   
Deputy Clerk



By: 

Date signed: 10/28/16

Lesley "Les" Miller Jr., Chair

Hillsborough County Board of  
County Commissioners

Date signed: 10/28/16

Approved, as to Form and Legality  
as to Hillsborough County

  
Samuel S. Hamilton  
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-1145

**Exhibit C**  
**George M. Steinbrenner Field License Fees**

Date	License Fee
Effective Date*	\$ 259,294.97
5/30/2017	\$ 223,251.85
8/30/2017	\$ 223,251.85
5/30/2018	\$ 206,501.85
8/30/2018	\$ 206,501.85
5/30/2019	\$ 206,501.85
8/30/2019	\$ 206,501.85
5/30/2020	\$ 210,213.65
8/30/2020	\$ 210,213.65
5/30/2021	\$ 210,213.65
8/30/2021	\$ 210,213.65
5/30/2022	\$ 210,213.65
8/30/2022	\$ 210,213.65
5/30/2023	\$ 210,213.65
8/30/2023	\$ 210,213.65
5/30/2024	\$ 247,063.65
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5/30/2025	\$ 247,063.65
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5/30/2026	\$ 247,063.65
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5/30/2027	\$ 247,063.65
8/30/2027	\$ 247,063.65
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8/30/2030	\$ 247,063.65
5/30/2031	\$ 247,063.65
8/30/2031	\$ 247,063.65
5/30/2032	\$ 247,063.65
9/30/2032	\$ 247,063.65
5/30/2033	\$ 247,063.65
8/30/2033	\$ 247,063.65
5/30/2034	\$ 247,063.65
8/30/2034	\$ 247,063.65
5/30/2035	\$ 247,063.65
8/30/2035	\$ 247,063.65
5/30/2036	\$ 92,963.65

Date	License Fee
8/30/2036	\$ 92,963.65
5/30/2037	\$ 92,963.65
8/30/2037	\$ 92,963.65
5/30/2038	\$ 92,963.65
8/30/2038	\$ 92,963.65
5/30/2039	\$ 92,963.65
8/30/2039	\$ 92,963.65
5/30/2040	\$ 92,963.65
8/30/2040	\$ 92,963.65
5/30/2041	\$ 92,963.65
8/30/2041	\$ 92,963.65
5/30/2042	\$ 92,963.65
8/30/2042	\$ 92,963.65
5/30/2043	\$ 92,963.65
8/30/2043	\$ 92,963.65
5/30/2044	\$ 92,963.65
8/30/2044	\$ 92,963.65
5/30/2045	\$ 92,963.65
8/30/2045	\$ 92,963.65
5/30/2046	\$ 92,963.65
8/30/2046	\$ 92,963.65
12/31/2046	Expiration

<b>Total</b>	<b>\$11,188,243</b>
--------------	---------------------

\*Section 4.2 of the Agreement shall not apply to the license fee payable on the Effective Date.



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink that reads "Eric D. Hart".

---

Eric D. Hart, President/CEO  
Tampa Sports Authority

**NEW YORK YANKEES  
FACILITY RENOVATION AGREEMENT**

April 20, 2016

**BETWEEN:**

**THE TAMPA SPORTS AUTHORITY,  
a public agency and  
Independent Special District of  
the State of Florida ("TSA")**

**AND**

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio Limited Partnership ("Partnership")**

**AND**

**HILLSBOROUGH COUNTY, FLORIDA,  
a Political Subdivision of the State of Florida ("County")**

**TABLE OF CONTENTS**

**Recitals..... 1**

**1. The Projects .....5**

**2. Scope of Work .....6**

**3. Reimbursement from TSA to Partnership for GMS Projects.....8**

**4. Compliance with Laws and Hillsborough County DM/DWBE  
Guidelines.....13**

**5. Authority.....14**

**6. Direct Purchases .....14**

**7. Indemnification.....15**

**8. (Section Intentionally Left Blank).....18**

**9. Design Review, Project Administration and Legal Costs .....18**

**10. Post Construction Contract Administration .....19**

**11. Time of the Essence.....20**

**12. Adoption of Certain Definitions.....20**

**13. Governing Law and Dispute Resolution .....20**

**14. Application for, Certification and Agreement to Receive  
State Funding; Agreement Contingencies.....21**

**15. Prevailing Party .....23**

**16. Recitals .....24**

## **EXHIBITS**

<b>Exhibit A</b>	<b>Previously Completed Facilities Improvements .....</b>	<b>26</b>
<b>Exhibit B</b>	<b>Planned Facilities Improvements .....</b>	<b>27</b>
<b>Exhibit C</b>	<b>Design Review and Construction Protocol and Procedures .....</b>	<b>28</b>
<b>Exhibit D</b>	<b>TSA Procedures for Processing Direct Purchases .....</b>	<b>31</b>

**NEW YORK YANKEES**  
**FACILITY RENOVATION AGREEMENT**

This Facility Renovation Agreement (“Agreement”) is entered into as of the 20th day of April, 2016 (the “Effective Date”), by and between the TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida (“TSA”), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership (“Partnership”), and HILLSBOROUGH COUNTY, FLORIDA (“County”). The foregoing entities are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

**Recitals**

WHEREAS, TSA, Partnership and County are parties to a License Agreement originally dated January 14, 1994 and amended and restated on date hereof (the “GMS License Agreement”) which grants Partnership a license to use certain real property, a 10,000 seat baseball stadium and related spring training facilities in Tampa, Florida (the “GMS Facility”); and

WHEREAS, County owns the GMS Facility and TSA manages it and, as such, both have an interest in maintaining the appearance, value and useful life of the GMS Facility; and

WHEREAS, TSA and Partnership are also parties to a second License Agreement, originally dated August 21, 1989, which is also amended and



restated on same date hereof (the "Himes License Agreement") which grants Partnership a license to use certain real property, including structures and other professional baseball training facilities serving as an appurtenance to Partnership's Major League team, Minor League affiliates and other related activities, all of which support and serve Partnership's spring training activities (the "Himes Facility"); and

**WHEREAS**, the GMS Facility and the Himes Facility (sometimes collectively referred to as the "Facilities") are both essential components of Partnership's professional baseball spring training and professional player development operations in Tampa; and

**WHEREAS**, the Parties agree that it is in the public interest to maintain the Facilities in good repair and condition in a manner consistent with current standards and conditions prevailing at similarly situated major league baseball training facilities existing within the State of Florida and that a need exists for a coordinated effort between the Parties to renovate and improve the Facilities; and

**WHEREAS**, pursuant to the GMS License Agreement and Himes License Agreement, Partnership has certain rights to perform or cause to be performed, at its sole expense, permanent improvements, renovations, alterations or additions to the GMS Facility and the Himes Facility, respectively; and

**WHEREAS**, in 1996 TSA transferred fee simple interest in the land upon which the Himes Facility is situated to the Hillsborough County Aviation Authority, and entered into related agreements whereby TSA and Partnership

retained long term rights of use in the Himes Facility and thus also have an interest in maintaining the appearance, value and useful life of the Himes Facility; and

**WHEREAS**, Partnership has caused certain improvements, additions and renovations to be made to both Facilities at a cost of \$6,245,041, a list of which is attached hereto as Exhibit "A" ("Previously Completed Facilities Improvements"); and

**WHEREAS**, Partnership is desirous of making and paying for additional improvements to the Himes Facility (the "Planned Himes Facility Improvements"); and

**WHEREAS**, Partnership is desirous of making and paying for a portion of the cost of additional improvements to the GMS Facility, which is owned by County and managed by TSA (the "Planned GMS Facility Improvements"), and County and TSA agree to provide or cause to be provided certain funding through TSA for a portion of the cost of the Planned GMS Facility Improvements, pursuant to the terms and conditions of this Agreement. The Planned Himes Facility Improvements and the Planned GMS Facility Improvements are listed in Exhibit "B" hereto and are sometimes collectively referred to as the "Projects"); and

**WHEREAS**, in conjunction with their desire to provide certain assistance and funding toward the Planned GMS Facility Improvements, TSA or the County intends to file an application with the State of Florida, Department of Economic Opportunity, pursuant to Section 288.11631, Florida Statutes, for

certification to receive state funding for a facility for a spring training franchise for a portion of the cost of the Planned GMS Facility Improvements, and, except as otherwise expressly provided for in this Agreement, it is the agreement of the Parties that the rights and obligations arising from and under this Agreement shall be contingent upon obtaining such certification and funding by the State in the amount applied for; and

**WHEREAS**, in consideration for TSA and County entering into this Agreement to provide the reimbursements as herein described, Partnership will, in addition to making and paying for the Previously Completed Facilities Improvements at a cost of \$6,245,041; (i) make and pay for the Planned Himes Facility Improvements as provided for in this Agreement at an approximate cost of \$4,136,600, (ii) make the Planned GMS Facility Improvements and pay a portion of the cost thereof in the minimum amount of at least \$659,305 (the "Partnership Equity") without reimbursement, and (iii) enter into on the Effective Date hereof an amendment and restatement of the GMS License Agreement (the "Amended GMS License Agreement") and an amendment and restatement of the Himes License Agreement (the "Amended Himes License Agreement"), the terms of which provide for, among other things, a term of approximately thirty (30) years, commencing on the Effective Date, for Partnership's license of the Facilities and the payment of license fees as set forth in Exhibit "C" of the Amended GMS License Agreement and Amended Himes License Agreement, respectively; and

**WHEREAS**, the Parties recognize that an aggregation of funds available to the Parties for purposes of constructing the Projects and a coordination of

resources and efforts would dramatically increase efficiencies in completing the Projects.

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **The Projects.** Partnership agrees, at its sole expense, to design, construct and complete the Projects, consisting of "Planned GMS Facility Improvements" and the "Planned Himes Facility Improvements", all in accordance with applicable law, codes and ordinances. In connection therewith, Partnership has contracted directly with a licensed architectural firm (the "Architect") to prepare the design of the Projects. Partnership shall cause the Architect to prepare drawings and specifications for the Projects for review and approval by TSA, which approval shall not be unreasonably withheld or delayed, as provided in the attached Design Review and Construction Protocol and Procedures (Exhibit "C"). Also, Partnership, at its sole expense, shall also engage a general contractor (the "Contractor") and such other companies and individuals (but not including employees and staff of Partnership and affiliates) as may be approved by TSA to complete the Projects. The entire agreement, including the construction schedule (the "Contractor's Agreement") shall be subject to prior approval by TSA, which approval shall not be unreasonably withheld or delayed. The workmanship and materials used in the construction of the Projects shall be of quality at least comparable to the workmanship and materials used in the original construction of the GMS Facility or the Himes Facility, as the case may be. Partnership shall cause TSA and County to be

named as third party beneficiaries to Partnership's agreements with both the Architect and the Contractor.

**2. Scope of Work.**

A. The Planned GMS Facility Improvements consist of 35 projects ("GMS Projects") which have been identified, are currently in the design stage, and are listed on Exhibit "B". Exhibit "B" also identifies the estimated cost to complete each GMS Project. The Parties acknowledge and agree that the monetary amounts for each of the GMS Projects provided for in Exhibit "B" are estimates, and that, subject to the approval of TSA and the terms and conditions of this Agreement, including, but not limited to the Reimbursement Cap (hereafter defined), Partnership may allocate such amounts among the GMS Projects as required for the completion thereof.

B. The Planned Himes Facility Improvements consists of one project ("the Himes Project") which is currently in the design stage, and is also included in Exhibit "B". The monetary amount for the Himes Project stated on Exhibit "B" is also an estimate but there shall not be allowed any allocation between the GMS Projects and the Himes Project, except as specifically provided for under Section 3.D. herein.

C. The Planned GMS Facility Improvements and the Planned Himes Facility Improvement are hereby approved, subject to approved design and completed construction as required herein.

D. TSA and County, combined, shall not be responsible for any financial contribution, reimbursement or expenditure in excess of \$35,765,396 relating to the Planned GMS Facility Improvements (the "Reimbursement Cap"). The Parties acknowledge and agree that the foregoing amount is comprised of the sum of net proceeds, after reserves, underwriting discount and

issuance costs of the Bonds (hereinafter defined) payable from the Fourth Percent TDT (hereinafter defined) as described in Section 3.G. of this Agreement, in an amount estimated to be \$22,130,146 and net proceeds after underwriting discount, issuance costs and certain pre-development costs of the Bonds payable from the State Sales Tax Payments (hereinafter defined) as described in Section 3.H. of this Agreement, in an amount estimated to be \$13,635,250. Neither TSA nor County shall have any responsibility for any financial contribution, reimbursement or expenditure relating to the Planned Himes Facility Improvement, it being acknowledged by the Parties that Partnership shall be responsible for the entirety of the cost of the Planned Himes Facility Improvement and that said Planned Himes Facility Improvement shall not be reimbursable hereunder. Partnership does hereby guarantee the full and satisfactory completion of all Projects as described in Exhibit "B" in accordance with the timeline set forth in the Contractor's Agreement as provided for in the following paragraph. Moreover, Partnership is responsible for paying for any and all costs of designing and constructing the Projects in excess of the Reimbursement Cap. The Contractor's Agreement will include a construction schedule for each Project listed in Exhibit "B" which is within Contractor's Scope of Work.

E. Partnership's obligation to timely complete the Projects shall be subject only to delays of Partnership or the Contractor which are beyond the reasonable control of, and are not caused by the fault or negligence of Partnership or the Contractor; which directly impact the Projects and wholly or partially prevent the performance of any of the duties, responsibilities or obligations of Partnership or the Contractor, including (i) acts of God, (ii) an act of the public enemy, (iii) fire, explosion or other serious casualty, (iv) unusually severe weather (such as hurricane, earthquake or flood), (v) war directly

involving the United States (whether declared or not), including war-like circumstances, invasion, mobilization, revolution or rebellion, (vi) terrorist activities, riot or civil commotion, (vii) strike, work-stoppage or other labor disturbance, (viii) military usurpation of power or (ix) the imposition of new regulation or orders of governmental authority.

F. Partnership will ensure that all Projects are completed and have received final approval as described in Paragraph 10 of Exhibit "C" of this Agreement ("Final Approval") prior to February 28, 2018. TSA shall reimburse Partnership for the cost of the GMS Projects as provided in, and subject to the terms and conditions of this Agreement, provided that TSA and the County, combined, shall not be responsible for any financial contribution, reimbursement or expenditure in excess of the Reimbursement Cap.

G. In addition to other obligations set forth herein, Partnership and TSA agree to abide by, and Partnership agrees to require its Contractor to abide by and follow, the protocols, procedures and scheduling set forth in Exhibit "C" hereto. Partnership shall promptly and completely pay for all design and construction of the Projects, including builder's risk insurance for the Projects, and does hereby guarantee full and satisfactory completion of the Projects, which guarantee is in addition to the payment and performance bonds which shall be required of the Contractor.

3. Reimbursements from TSA to Partnership for GMS Projects.

A. Upon: (i) TSA's Final Approval of a GMS Project (ii) payment therefor by Partnership, and (iii) satisfaction of the requirements of Sections 3.A., 3.B. and 3.C., Partnership shall be entitled to request reimbursement from TSA as provided in this Section 3 for each such GMS Project, up to, but not to exceed, the Reimbursement Cap, but subject to the

following: (i) Partnership shall not be entitled to request reimbursement for the first \$659,305 of costs of the GMS Projects (the "Partnership Equity"), and (ii) the final reimbursement of up to \$4,136,600 of costs of the GMS Projects (the "Reimbursement Holdback") shall not be reimbursed until the conditions set forth in Sections 3.A., 3.B., 3.C. and 3.D. are satisfied.

B. Except for the Partnership Equity and the Reimbursement Holdback, at such time as the requirements of Section 3.A. have been satisfied, evidencing, among other things, that Partnership has constructed, in conformance with the drawings and specifications approved by TSA, and paid for a GMS Project, and submittal by Partnership of a request for reimbursement in form reasonably acceptable to TSA, TSA shall thereafter reimburse Partnership within thirty (30) days of TSA's receipt of the documentation identified in Section 3.A. above and Section 3.C. below, in satisfactory form and content, for Partnership expenditures for each such GMS Project that has been completed and approved by TSA in accordance with this Agreement; except, however, as permitted by Section 2.A. hereof, including approval by TSA after the submission of drawings and specifications, the total amount of reimbursement for an individual GMS Project shall not exceed the total cost value of said GMS Project as listed on Exhibit "B" hereto.

C. Upon completion of each Project as approved by TSA, Partnership shall submit to TSA the following documentation: (i) documentation demonstrating that Partnership has expended the Partnership Equity for GMS Projects; (ii) a certification to TSA that the Project has been completed and finally accepted, together with lien waivers from the Contractor and all other third party contractors, subcontractors and materialmen; (iii) documentation of the out-of-pocket costs incurred by Partnership in designing



and constructing the Project; (iv) a certificate from the Architect, in a form as TSA may reasonably request, that the Project has been constructed in substantial conformance with the Architect's drawings and specifications; and (v) a certificate from the Architect, in a form as TSA may reasonably request, that the out-of-pocket costs incurred by Partnership in designing and constructing the Project constitute commercially reasonable costs for the Project.

D. In addition to satisfying the requirements provided for in Sections 3.A, 3.B. and 3.C., Partnership shall not be entitled to reimbursement for the Reimbursement Holdback until Partnership receives Final Approval for the Himes Project. In the event Partnership does not expend at least \$4,136,000 in costs for the Himes Project, Partnership shall not be reimbursed for the difference between \$4,136,000 and the actual expenditures for the Himes Project unless, and only to the extent, Partnership spends at least such difference on GMS Projects.

E. Notwithstanding anything in this Section 3 to the contrary, requests for direct purchases by TSA of certain specific material and equipment, as described in Section 6, may be initiated at any time, in Partnership's reasonable discretion, provided that all conditions and procedures and limitations of Section 6 are satisfied.

F. TSA and County acknowledge their obligation to take such actions as are described in this Agreement in order to provide for the financing of TSA's reimbursements to Partnership in accordance with this Agreement. Unless an alternative method of financing is otherwise determined by the County in its sole and absolute discretion, the County or TSA shall issue from

time to time revenue bonds or other evidence of indebtedness, the interest paid on which bonds or indebtedness may or may not be exempt from federal income taxation (collectively, the "Bonds") to finance the reimbursements to be made by TSA to Partnership as provided for in this Agreement and to finance the expenses described in Section 9.A. of this Agreement. For purposes of this Agreement, the Bonds shall include any revenue bonds or other evidence of indebtedness issued to refund or otherwise refinance the Bonds. Unless otherwise determined by the County in its sole and absolute discretion to raise funds in an alternative method, the Parties acknowledge that the proceeds of at least two (2) series of the Bonds as described in Sections 3.G. and 3.H. below shall be dedicated as the sole source of funds to be provided to fund such reimbursements.

G. Unless an alternative method of financing is otherwise determined by County in its sole and absolute discretion, one (1) of the series of the Bonds to be issued to finance and/or refinance the reimbursements to be made by TSA to Partnership as provided for in this Agreement, shall be payable solely from the County contribution of legally available revenues received by the County from the additional one percent (1%) tourist development tax that the County is authorized to levy, impose and collect pursuant to Section 125.0104(3)(1), Florida Statutes, as amended, in an amount sufficient to fund all debt service requirements of this particular series of Bonds (the "Fourth Percent TDT"), subject and subordinate in all respects to obligations for indebtedness other than the Bonds heretofore or hereinafter incurred and secured by, or paid with, the Fourth Percent TDT and any obligations for County and TSA indebtedness issued on a parity therewith and the reserve requirements provided

for in Section 4.D.2. of Hillsborough County Ordinance 78-10, as amended by Section 2 of Hillsborough County Ordinance 03-3.

H. Unless an alternative method of financing is otherwise determined by the County in its sole and absolute discretion, another of the series of the Bonds to be issued to finance and/or refinance the reimbursements to be made by TSA to Partnership as provided for in this Agreement, shall be payable solely from the sales tax payments received from the State of Florida pursuant to Section 288.11631, Florida Statutes (the "State Sales Tax Payments"), as provided in Section 14 below.

I. Notwithstanding anything herein to the contrary, neither the obligation to issue the Bonds by County or TSA as provided for in this Agreement nor County's and TSA's other obligations under this Agreement, create any lien upon or pledge of the Fourth Percent TDT nor is County precluded from pledging in the future the Fourth Percent TDT, nor do such obligations give any person any form of claim on the Fourth Percent TDT as opposed to claims of general creditors of the County. Moreover, in no event shall the obligation to issue the Bonds as provided for in this Agreement nor County's and TSA's other obligations under this Agreement be or constitute a general obligation or indebtedness of the County or TSA, a pledge of the ad valorem taxing power of the County or a general obligation or indebtedness of the County or TSA within the meaning of the Constitution of the State of Florida or any other applicable law. No person shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or any other governmental entity or taxation in any form on any real or personal property to satisfy County's obligation to issue the Bonds under this Agreement or satisfy any other County or TSA obligations provided for in this Agreement.

**4. Compliance with Laws and Hillsborough County DM/DWBE Guidelines.**

A. Partnership shall comply with, and shall cause the Contractor and the Architect to comply with all applicable laws, regulations, codes and rules governing the design, construction and completion of the Projects, including but not limited to, those relating to ADA. Partnership shall cause the Contractor to make good faith efforts in contracting for services and/or materials to achieve the minority and women employment representations in each applicable trade area as established by the U.S. Department of Labor for the Standard Metropolitan Statistical Area that includes Hillsborough County. When practicable, the Contractor shall make use of County's policies and procedures regarding the utilization of Disadvantaged Minority/Disadvantaged Women Business Enterprises and Small Business Enterprises, to identify prequalified subcontractors with whom to contract in order to facilitate achievement of such minority and women participation.

B. Partnership shall also comply with: (i) Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices; and (ii) the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented,

which laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

5. **Authority.** The President/CEO of TSA has been authorized by TSA to exercise day to day decision making on behalf of TSA relating to the Projects and the implementation of this Agreement, subject to the limitations and specific provisions of the Resolution granting such authorization. Upon adoption of such Resolution by the TSA board, any directive, consent or decision relating to this Agreement and its performance bearing the signature of the President/CEO shall carry a presumption that it is valid and enforceable as an act of TSA.

6. **Direct Purchases.**

Partnership may, in its reasonable discretion, make written requests for TSA to direct purchase certain specific material and equipment for the Projects that shall be owned by TSA or County. Any such request shall be subject to approval by TSA. In the event Partnership makes such a written request, in its reasonable discretion, and the purchase arrangements for such specific material and equipment hereunder should ever be disapproved by the Florida Department of Revenue (the "FDOR"), or held to be invalid by a final, non-appealable judicial order, then TSA shall pay any applicable sales taxes on the requested purchases, plus any interest and penalties, subject to other applicable terms hereof. The obligations of TSA under the terms of this Section 6, and specifically its duty to directly purchase any item hereunder, are strictly conditioned upon Partnership (i) establishing a non-recourse revolving line of credit in favor of TSA, and in form acceptable to TSA, in the amount of such

purchase orders and (ii) following the TSA procedures for processing direct purchases hereunder, which procedures are attached hereto as Exhibit "D", and which are hereby agreed to by Partnership. Moreover, Partnership agrees that it will not request or be entitled to any reimbursement pursuant to Section 3 of this Agreement for any Projects or portion thereof purchased directly by TSA pursuant to this Section 6.

**7. Indemnification.**

A. Only with respect to the specific Projects governed by this Agreement, Partnership shall defend, indemnify and hold harmless TSA, County, their officers, employees, and agents (collectively, the "Indemnitees") from and against any and all losses, liabilities, costs, expenses, damages, claims, demands, actions, suits, judgments and other obligations, including without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels (collectively, "Adverse Consequences") arising from or as a result of, or in connection with, any action or claim by a third party, including the FDOR, (i) asserting that the requirements of Section 287.055 or 255.20, Florida Statutes, TSA's enabling act or other applicable procurement or tax laws or regulations have been violated as a result of the Parties' adoption or implementation of the procedures for the design, construction and completion of the Projects as provided in this Agreement, including, but not limited to TSA's direct purchase of certain material and equipment therefor as set forth in this Agreement, or any action taken by TSA in connection therewith, (ii) asserting that sales taxes, penalties or interest are due and payable on TSA's purchase of certain material and equipment pursuant to this Agreement, or (iii) creating any occurrence or

event under this Section 7 resulting in a duty of TSA to pay sales taxes, penalties or interest.

B. Only with respect to the specific Projects governed by this Agreement, Partnership shall also defend, indemnify and hold harmless the Indemnitees from Adverse Consequences arising from a negligent act or omission by Partnership or Contractor, or their officers, agents, employees, contractors, guests and invitees, or the breach in the performance of Partnership or Contractor under any contract relating to the Projects, including purchase orders or other documentation for the design, insurance, fabrication, delivery, installation or construction of such material and equipment, including claims for personal injury, death or property/equipment damage.

C. Any third party claim described in Sections 7.A. and 7.B. above is hereafter defined as a "Third Party Claim."

D. In the event of a Third Party Claim, the Indemnitees shall promptly notify Partnership thereof in writing; provided, however, that no delay on the part of the Indemnitees in notifying Partnership shall relieve Partnership from any obligation hereunder unless (and then solely to the extent) Partnership thereby is prejudiced.

E. Partnership shall have the right to defend the Indemnitees against the Third Party Claim with counsel of its choice satisfactory to the Indemnitees so long as (i) Partnership notifies the Indemnitees in writing within fifteen (15) calendar days after the Indemnitees have given notice of the Third Party Claim that Partnership shall defend the Indemnitees from and against the entirety of any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party

Claim, and (ii) Partnership conducts the defense of the Third Party Claim actively and diligently.

F. So long as Partnership is conducting the defense of the Third Party Claim in accordance with Sections 7.A. through 7.E. above, (i) the Indemnitees may retain separate co-counsel at their sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnitees shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of Partnership, and (iii) Partnership shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitees.

G. If any of the conditions in Sections 7.A. through 7.E. above is or becomes unsatisfied, however, (i) the Indemnitees may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner they may deem appropriate (provided that the Indemnitees need not consult with, or obtain any consent from Partnership, but shall give prior notice thereof to Partnership), (ii) Partnership shall reimburse the Indemnitees promptly and periodically for the costs of defending against the Third Party Claim (including, without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels), and (iii) Partnership shall remain responsible for any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating, to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 7.



H. So long as Partnership is conducting the defense of any Third Party Claim in accordance with Sections 7.A. through 7.E. above, the Indemnitees shall provide reasonable assistance to Partnership in the defense of such Third Party Claim.

I. The Parties agree and stipulate that this Agreement does not constitute a "construction contract" under the provisions of Section 725.06, Florida Statutes.

**8. THIS SECTION INTENTIONALLY LEFT BLANK**

**9. Design Review, Project Administration and Legal Costs.**

A. All reasonable costs and fees paid by TSA to its design review consultants, its project administration consultants and its attorneys in connection with this Agreement and TSA's performance of its obligations and rights hereunder, the Amended GMS License Agreement, the Amended Himes License Agreement, and all Resolutions, Exhibits and other documents and activities reasonably relating thereto (the "Renovation Documents"), together with all reasonable costs, (including, but not limited to, any underwriting discount, rating agency fees and printing expenses), reasonably required debt service reserve funds, and fees of County's and TSA's Financial Advisor, Bond Counsel and Disclosure Counsel in connection with the Bonds, in the estimated amount of \$2,289,604, shall be funded out of the proceeds of the Bonds, provided that no such costs and fees shall reduce the Reimbursement Cap.

B. In the event this Agreement terminates pursuant to Section 14 below or for any other reason other than as a result of a breach of this

Agreement by County or TSA, then Partnership agrees to reimburse TSA and County for the cost of their design review consultants, project administration consultants and attorneys in connection with the Renovation Documents, the Bonds, and any professionals, consultants or auditors employed or contracted by the TSA or County in order to comply with Chapter 288, Florida Statutes, rules of the Department of Economic Opportunity ("DEO"), the FDOR or of this Agreement, provided that Partnership's total liability under this Section 9.B. shall not exceed \$150,000. Partnership shall have the right to receive copies of, but not approve, all invoices which it is required to reimburse pursuant to this Section 9.B.

**10. Post Construction Contract Administration.**

A. Partnership shall diligently acquire and maintain all contract documents, including but not limited to final, revised plans, specifications, change orders, manuals and warranties, and as-built plans (if created) and shall provide copies to TSA. Partnership shall be responsible for post construction administration, including but not limited to preparation of punch lists, punch list inspections and follow through, Final Approval inspections, warranty notices and documents relating to contract and warranty enforcement, correction and/or repair of errors and defects, and maintenance of legal actions relating to any breach of contract, breach of warranty and/or defective construction.

B. Partnership shall take all actions necessary, including but not limited to making demands on the Architect, the Contractor or others, filing and maintaining legal actions or other proceedings to protect the Facilities and to enforce the rights of Partnership, County and TSA with regard to same. The foregoing shall apply to all construction and contracts, except as to items directly purchased by TSA. As to those items purchased by TSA, Partnership

shall conduct periodic inspections and report any defects or potential warranty claims to TSA. Enforcement of warranty or defective construction claims on those items shall be the responsibility of TSA. However, Partnership shall reimburse TSA for all third party costs reasonably incurred by TSA, including but not limited to correction/repair costs, legal, architectural, engineering and other professional or expert costs and fees incurred by TSA in relation to or arising from its enforcement and claims administration activities as set forth in this Section 10.A. and 10.B., whether directly purchased by TSA or not; provided Partnership is given at least 5 days advance written notice of TSA's intent to incur these third party costs, except that in emergency situations TSA shall provide reasonable advance notice. Partnership shall have the right to receive copies of, but not approve, all invoices which it is required to reimburse pursuant to this Section 10.B.

11. **Time of the Essence.** Time is of the essence in the performance of all Parties' obligations contemplated hereunder. Partnership shall cause a "Time of the Essence" clause, as well as default provisions, to be placed in the Contractor's Agreement.

12. **Adoption of Certain Definitions.** All terms used in this Agreement in capitalized form, unless otherwise defined in this Agreement, shall have the same meanings as ascribed to them in the Amended GMS License Agreement.

13. **Governing Law and Dispute Resolution.** This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a

state court of appropriate jurisdiction in Hillsborough County, Florida, it being agreed hereby that both venue and jurisdiction are appropriate in said state courts.

**14. Application for, Certification and Agreement to Receive State Funding; Agreement Contingencies.**

A. TSA and County acknowledge that the completion of the Projects contemplated by this Agreement will serve a paramount public purpose. As a result, within 30 days following the execution and delivery of this Agreement and the delivery to TSA of a fully and correctly completed application and all documents and information required or requested by the State of Florida and any documentation reasonably requested by TSA, TSA or County shall file an application as deemed appropriate by the Applicant, for certification pursuant to Section 288.11631, Florida Statutes, for retention of a Major League Baseball spring training baseball franchise. The Parties agree that the rights and obligations arising from and under this Agreement, including but not limited to, the obligation of Partnership to construct and fund the Projects, the obligation of TSA to reimburse Partnership as provided for in this Agreement, and the obligation to provide for the financing of such reimbursement provided for in Section 3.F. of this Agreement, shall be contingent upon TSA's or County's receipt of certification to receive State funding for a facility for a spring training franchise pursuant to Section 288.11631, Florida Statutes, in an amount sufficient to generate at least \$13,635,250 (in the estimation of the County's Financial Advisor based on market conditions then existing) in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs estimated to total \$489,750 as

described in Section 3.H. of this Agreement (the "Minimum Amount") and execution of an agreement by TSA or County and DEO providing for, among other things, an award of State funding to be distributed which award is sufficient to generate at least the Minimum Amount (collectively, the "Certification"). Should the Certification fail to occur on or before September 1, 2016, or up to sixty (60) days thereafter if approved by Partnership, TSA and the County Administrator of County, the Renovation Documents shall be automatically terminated, and shall be null and void, unless otherwise mutually agreed in writing by all Parties or unless Partnership elects to prevent such termination as provided below. The foregoing notwithstanding, in the event the Certification is to receive State funding in an amount less than the Minimum Amount, Partnership shall have the right to prevent the termination of the Renovation Documents by agreeing to provide additional funds to offset the insufficiency by providing TSA and County written notice thereof within thirty (30) days following the Certification. In the event Partnership exercises such right, the first (\$35,765,396) and third (\$13,635,250) monetary amounts provided for in Section 2.D. of this Agreement shall be deemed to be reduced by, and the third (\$659,305) monetary amount provided for in the twelfth recital clause and the first (\$659,305) monetary amount provided for in Section 3.A. of this Agreement shall be deemed to be increased by, the difference between \$13,635,250 and the monetary amount in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs resulting from the actual award from the State in the estimation of County's Financial Advisor based on market conditions then existing.

B. Although TSA or County shall be the applicant under the provisions of Section 288. 11631, Florida Statutes, it is agreed that the

assistance and full cooperation of Partnership shall be essential to the success of the application. As a result, Partnership agrees to promptly provide such assistance and information as may be reasonably requested by TSA or County in relation to the application process, shall provide in good faith any and all data or information provided by Partnership in connection therewith, and does hereby agree to indemnify, defend and hold harmless TSA and County from and against all claims, losses, suits and costs relating to any inaccuracy of the information and data provided by Partnership during the application process and thereafter, should funding by the State occur.

C. Partnership agrees to fully abide by and adhere to all requirements and obligations arising from Chapter 288 Florida Statutes, rules of the DEO or of this Agreement, to provide full and expeditious assistance to TSA and County in formulating and providing reports and data required by the DEO or the State of Florida. Partnership further agrees to reimburse TSA and County on an annual basis, for (i) fifty percent (50%) of the initial \$10,000 of the cost of any professionals, consultants or auditors employed or contracted by the TSA or County in order to comply with Chapter 288, Florida Statutes, rules of the DEO, the FDOR or of this Agreement and (ii) one hundred percent (100%) of the amount, if any, that such cost exceeds \$10,000.

15. **Prevailing Party.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any

applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

16. **Recitals.** The introductory recitals of this Agreement are true and correct and are incorporated in this Agreement by reference.

*(signatures appear on the following page)*

IN WITNESS WHEREOF, the Parties hereto have signed and dated this Agreement as of the day and year first above written.

**TAMPA SPORTS AUTHORITY**

By: Eric D. Hart  
Eric Hart

Title: President/CEO  
Date signed: 4/25/16

*Approved as to Form and Legality  
as to Tampa Sports Authority*

Steven A. Anderson  
Steven A. Anderson, General Counsel

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: Martinique Holdings, Inc.

By: Harold Z. Steinbrenner  
Harold Z. Steinbrenner, President

Title: Managing General Partner  
Date signed: 4-25-16



ATTEST:

CLERK OF THE CIRCUIT COURT

By: Minda O.K. Dit  
Deputy Clerk  
Date signed: 4/26/16

*Approved as to Form and Legality  
as to Hillsborough County*

Samuel S. Hamilton  
Samuel S. Hamilton  
Senior Assistant County Attorney

**HILLSBOROUGH COUNTY, FLORIDA**

By: Lesley "Les" Miller, Jr.  
Lesley "Les" Miller, Jr., Chair  
Hillsborough County Board of  
County Commissioners  
Date signed: 4/26/16

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-0440



**EXHIBIT A  
Facility Renovation Agreement**

**PREVIOUSLY COMPLETED FACILITIES IMPROVEMENTS**

**George M. Steimbrenner Field**

<b>Year</b>	<b>Project Description</b>	<b>Total</b>
2013	Indoor Batting Cages	\$ 447,401
2014	Stadium Scoreboard	\$1,388,519
2014	Weight Room Addition (excluding equipment)	\$1,507,705
2014	Locker Room Renovation (including video room addition)	\$ 153,422
	<b>Total</b>	<b>\$3,497,047</b>

**Himes Player Development Complex**

<b>Year</b>	<b>Project Description</b>	<b>Total</b>
2013/14	Field Renovations	\$1,887,326
2014	Dugout Addition/Improvements	\$ 263,306
2014	Cafeteria and Storage Area	\$ 597,362
	<b>Total</b>	<b>\$2,747,994</b>

<b>Completed Facilities Improvements total</b>	<b>\$6,245,041</b>
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**EXHIBIT B**  
**Facility Renovation Agreement**

**PLANNED FACILITIES IMPROVEMENTS**  
**(Page 1 of 3)**

	Entry Plaza	Right Field Entry	Concourse Improvements	RF Bullpen Club	LF Bullpen Club	LF 360° Development
<b>Sitework and Foundations</b>	387,788	163,639	288,031	408,819	426,133	301,788
<b>Structures</b>	910,515	1,325,491	1,538,748	1,728,632	1,316,616	1,550,721
<b>Exterior Envelope</b>	1,324,325	183,284	168,761	1,113,863	1,407,867	438,782
<b>Finishes</b>	289,821	-	274,857	1,040,219	770,367	757,870
<b>Bldg Specialties and Equipment</b>	280,468	180,331	420,725	228,328	227,947	208,042
<b>Building Mechanical Systems</b>	187,251	184,868	388,018	180,809	183,803	39,534
<b>Bldg Electrical Systems</b>	188,431	337,808	161,485	181,437	201,414	189,087
<b>Total Project Costs</b>	<b>3,578,377</b>	<b>2,305,619</b>	<b>3,253,391</b>	<b>4,848,937</b>	<b>4,531,648</b>	<b>3,483,834</b>

Potential TSA Direct Purchase

-

	Concourse Restroom Improvements	Phone System Replacement	Data Systems Cabling	Marquee Replacements	Luxury Suites Renovations	Elevator Upgrades
<b>Sitework and Foundations</b>	-	-	-	-	-	-
<b>Structures</b>	-	-	-	-	-	-
<b>Exterior Envelope</b>	-	-	-	-	-	-
<b>Finishes</b>	61,980	-	-	-	247,920	-
<b>Bldg Specialties and Equipment</b>	-	-	-	175,610	-	82,640
<b>Building Mechanical Systems</b>	-	-	-	-	-	-
<b>Bldg Electrical Systems</b>	-	227,260	351,220	-	-	-
<b>Total Project Costs</b>	<b>61,980</b>	<b>227,260</b>	<b>351,220</b>	<b>175,610</b>	<b>247,920</b>	<b>82,640</b>

Potential TSA Direct Purchase

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**EXHIBIT B  
Facility Renovation Agreement**

**PLANNED FACILITIES IMPROVEMENTS  
(Page 2 of 3)**

CF 350* Development	RF 350* Development (includes Deck)	Main Field Replacement	Warning Track	Community Use Field Replacement	Landscape Renovations	New Roofing	Pumps for Lift Station	Seeding Replacement
280,480	325,581	185,940	10,330	185,940	51,860	-	48,485	-
1,448,608	1,402,887	-	-	-	-	-	-	-
821,007	1,981,343	-	-	-	-	288,580	-	-
88,578	757,868	-	-	-	-	-	-	-
440,578	558,088	-	-	-	-	-	-	774,750
433,305	133,188	-	-	-	-	-	-	-
258,008	276,319	-	-	-	-	-	-	-
<b>3,852,467</b>	<b>5,435,373</b>	<b>185,940</b>	<b>10,330</b>	<b>185,940</b>	<b>51,860</b>	<b>288,580</b>	<b>48,485</b>	<b>774,750</b>
-	-	-	-	-	-	-	-	-

Bridge Improvements	Information & Directional Signage	Fire Pump upgrade	Clubhouse Renovations	Gas Piping - Hot water systems	Kitchen Renovations	Kitchen Equipment	Locker Replacement	Resolving Area Paving
-	-	-	-	-	-	-	-	61,980
-	-	-	-	-	-	-	-	-
61,980	-	-	484,850	-	-	-	-	-
-	28,824	-	-	-	330,580	206,800	227,280	61,980
-	-	103,300	-	154,950	-	-	-	-
-	-	-	-	-	-	-	-	-
<b>61,980</b>	<b>28,824</b>	<b>103,300</b>	<b>484,850</b>	<b>154,950</b>	<b>330,580</b>	<b>206,800</b>	<b>227,280</b>	<b>123,960</b>
-	-	-	-	-	-	-	-	-

EXHIBIT B  
Facility Renovation Agreement

PLANNED FACILITIES IMPROVEMENTS  
(Page 3 of 3)

HVAC Upgrades	Asphalt paving at NE Parking Lot	Lighting for NE parking lot	South Parking Lot Paving Replacement
-	26,858	43,386	154,950
-	-	-	-
-	-	-	-
-	-	-	-
516,500	-	-	-
-	-	-	-
516,500	26,858	43,386	154,950
-	-	-	-

Parking Lot renovations	Sub- Total GMS	Improvements at Hines Facility	Total Program
-	3,297,768	4,136,600	7,434,368
-	11,223,117	-	11,223,117
-	7,819,441	-	7,819,441
-	4,806,912	-	4,806,912
21,693	4,442,533	-	4,442,533
-	2,465,391	-	2,465,391
-	2,369,559	-	2,369,559
21,693	36,424,722	4,136,600	40,561,322
-	-	4,136,600	4,136,600

**Exhibit C**  
**Facility Renovation Agreement**

**Design Documents Review and**  
**Construction Protocol and Procedures**

**Documents Review Phase**

1) Partnership shall provide 100% drawings and specifications along with construction schedules for each Project listed on Exhibit "B" to TSA for review. In acknowledging this is a design-build delivery system for the Projects, TSA agrees that drawings and specifications for certain Projects may be delivered in stages rather than as a complete set of drawings and specifications for such Projects, and that TSA will be asked to approve those drawings and specifications in stages. All drawings and specifications shall be forwarded in electronic format for distribution by Partnership to TSA. Four half sized drawing sets and four sets of specifications in hard copy format shall also be provided directly to TSA for use by its staff. TSA shall conduct a general review of the drawings and specifications and provide comments within fourteen days (14) of receipt.

2) Project(s) may be divided by the Partnership into subprojects for purposes of document review only and not for purposes of Final Approval (defined below) or reimbursement, with a separate schedule of values for each.

3) Some Projects may represent replacement only of specific products/items and will not require construction drawings, only written specifications sufficient to indicate the basis for design.

4) Within fourteen (14) days of TSA providing comments to Partnership as outlined in Paragraph 1 above, the Partnership shall provide any comments responsive to TSA's comments, which shall include specific and actionable suggestions for incorporation of the TSA comments into the documents.

5) Upon reaching an agreement with TSA on the suggestions required by Paragraph 4 above, Partnership's Architect shall submit revised drawings and specifications to TSA in electronic and hard copy format as previously defined for review for compliance with all previous TSA comments. These will represent the bidding/permitting documents.

6) Upon TSA's acceptance of the drawings and specifications for all or a portion of a particular Project, TSA shall provide to Partnership written authorization to proceed with construction.

7) Subsequent to this approval by TSA, any future drawings and specifications that reflect non-material changes to a Project, including changes made through Change Orders under the Contractor's Agreement or otherwise, shall require TSA review and approval in accordance with the above-referenced protocol, except that TSA shall provide its comments to such proposed changes within seven (7) days of receipt of the proposed changes. In addition to TSA review and approval in accordance with the above-referenced protocol, any future drawings and specifications that reflect material changes to a Project shall require County approval. For purposes of this Exhibit "C" and this paragraph #7 specifically, a "material change" shall mean (i) the addition of a new Project, (ii) the deletion or discontinuation of a project listed on Exhibit "B" so that it will not be completed, or (iii) any change that does not provide for at least the functional equivalent of what is to be replaced or redesigned by the change, provided that the possible elimination of the vomitory expansion has already been approved and shall not require County approval.

#### **Construction Phase**

8) Once final construction and/or completion of a Project has been approved and accepted by the Partnership and beneficial occupancy can take place,

Partnership shall schedule a walk through with TSA for the purpose of performing a final inspection of each Project as identified on Exhibit "B" to the Facility Renovation Agreement. A punch list of items remaining to be completed on each Project shall be agreed upon.

9) Partnership shall provide to TSA a separate schedule of costs incurred and copies of progress payment requests and payments made by Partnership relating to those requests at the time that the walk through inspection takes place.

**Final Approval**

10) Upon completion of corrections or completion of punch list items satisfactory to Partnership and TSA, and examination of the documents outlined in paragraph 9 for each Project, TSA shall provide written notice to Partnership that said Project has received final approval for purposes of meeting the requirements for reimbursement under Section 3 of the Facility Renovation Agreement ("Final Approval"). Achieving Final Approval shall not relieve Partnership of any other requirement for reimbursement set forth within Section 3 of the Facility Renovation Agreement.

**Exhibit D**  
**Facility Renovation Agreement**

**Direct Purchase Procedures**

These procedures are designed for the efficient management and implementation of certain purchases of materials and equipment by the Tampa Sports Authority ("TSA") as part of construction activities under that certain Facility Renovation Agreement to which these procedures are attached as Exhibit D. Unless otherwise specifically provided herein, the terms and words herein shall have the same meaning as within the Facility Renovation Agreement.

**A. Administration.**

1. All direct purchases shall be administered by and processed through the office of Vice President of Finance, Tampa Sports Authority. Any request for a direct purchase by Partnership should be addressed to:

David Byrne  
Vice President of Finance  
Dbyrne@TampaSportsAuthority.com

2. In an effort to allow TSA to staff appropriately, Partnership shall provide TSA with a listing of items that will be evaluated for direct purchase by May 31, 2016. This listing will be updated with inclusions/exclusions each month thereafter until the completion of the renovation. This listing will denote the approximate timing of the project/item purchase and will indicate any project/items that will require a pre-bid conference.

3. TSA will process the purchase only if sufficient funds are available to TSA. TSA will notify Partnership immediately of the unavailability of funds for any requested purchase.



**B. Purchases through TSA standard procurement process.**

1. At a minimum of 30 days prior to the time when Partnership would like the bids received, Partnership will provide to TSA a completed bid form as approved in advance by TSA. This bid form will indicate a Partnership or Contractor representative that can be contacted by the vendors with questions regarding the bid specifications and project. Any changes to the bid form as initially approved by TSA shall be clearly denoted by Partnership for TSA review.

2. TSA shall evaluate the completed bid form. If there are no revisions or clarifications deemed necessary by Partnership and acceptable to TSA, TSA shall then advertise the bid in accordance with TSA procurement requirements.

3. All written questions and answers provided to Partnership or the Contractor representative shall be provided to TSA prior to them being answered, to allow for the proper posting of this information to all potential vendors.

4. 10 days after the bid due date, TSA shall evaluate and rank the responsive bids. Partnership will provide a representative to work with TSA in the bid review process. TSA will provide these rankings to Partnership.

5. Partnership will notify TSA in writing within 30 days of the receipt of the rankings if they would like to proceed with the winning bid. TSA will notify all bidders of the selection or cancelation of the bid.

**C. Purchasing through alternative methods.**

1. In order to minimize costs and ensure consistency of quality, style, product and design with existing Facility features, as well as Facility Improvements being purchased, constructed or otherwise acquired by Partnership outside of this direct purchase procedure, to the extent practical, TSA will attempt to utilize existing vendors, contractors and professionals contracted by Partnership for the Facility Improvements; provided, however, that all purchases by TSA hereunder shall be in

compliance with laws, regulations or policies applicable to TSA relating to procurement of products, equipment, services, goods and materials.

2. In the case of purchases through alternative methods, subject to prior approval by TSA, Partnership or its Contractor shall negotiate and prepare purchase orders, as agent for the TSA, for the procurement of certain materials and equipment, to be purchased by TSA and incorporated into the project by Partnership or Contractor, that normally would require the payment of Florida sales tax if the purchaser was not a tax-exempt entity ("Materials"). Each purchase order shall define TSA as the purchaser and ultimate consumer of the Materials and will include TSA's State of Florida sales tax exemption number set forth in TSA's Florida Department of Revenue Certificate of Exemption. TSA will provide Partnership or Contractor with purchase orders for this purpose, including applicable warranty requirements.

3. After execution of the purchase orders by TSA, Partnership or Contractor shall submit the purchase orders to the supplier of the Materials (the "Supplier"). TSA will also provide copies of its certificate of exemption, which Partnership or Contractor shall submit to the Supplier along with the executed purchase orders.

**D. General provisions relating to all purchases.**

1. Partnership or Contractor shall be responsible for ordering, inspecting, accepting delivery, storing, handling, installing, and quality control for the Materials purchased, all in accordance with the terms and conditions of these procedures.

2. Upon submission of the invoice for such Materials by the Supplier to TSA, approval of the invoice by TSA, Partnership or Contractor, and acceptance of the Materials by Partnership and TSA, the invoice (which shall be made out to TSA and not Partnership or Contractor) shall be paid by TSA to the Supplier, contingent upon availability of funds. After payment is made to the Supplier, a deductive Change Order to the Contractor's Agreement shall be issued by Partnership and signed by Contractor reducing the Contract Price by the amount of such direct payment to the Supplier and the corresponding sales tax previously included in the Contract Price for the purchased Materials.

3. Materials shall be delivered by Supplier to the project site. Title to all the Materials shall immediately be vested in TSA as the ultimate consumer, upon acceptance of the Materials and payment by TSA to Supplier. Partnership shall obtain such insurance to protect the Materials from risk of loss prior to incorporation by Construction Manager into the Work.

4. Once the item is received by the Contractor/Partnership, TSA will immediately be provided the receiving documents and accompanying invoice(s). Additionally, TSA will be provided the opportunity to place a County issued property tag on the item.

5. Any costs incurred by TSA as a result of a direct purchase process, including, but not limited to advertising, legal fees or additional staff, will be the responsibility of Partnership. TSA will provide notice to Partnership of an estimate of anticipated additional staff costs in advance of incurring these costs.

Amend  
R  
A S

RESOLUTION NO. 2016- 339

**A RESOLUTION CONSENTING TO AN AMENDED AND RESTATED HIMES PLAYER DEVELOPMENT COMPLEX LICENSE AGREEMENT, AN AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT AND NEW YORK YANKEES FACILITY RENOVATION AGREEMENT AMONG THE TAMPA SPORTS AUTHORITY, THE NEW YORK YANKEES PARTNERSHIP AND HILLSBOROUGH COUNTY IN COMPLIANCE WITH SECTION 98-520, LAWS OF FLORIDA; PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS, the Tampa Sports Authority ("TSA"), the New York Yankees Partnership ("NYYP") and Hillsborough County ("County"), are parties (collectively "Parties"), to a certain License Agreement dated January 14, 1994 (as variously amended), for the use of the real property in the general vicinity of North Dale Mabry Highway and Dr. Martin Luther King, Jr. Blvd., Tampa, Florida, as a baseball stadium and practice facility named George M. Steinbrenner Field; and**

**WHEREAS on August 21, 1989, the Parties entered into a License Agreement for the use of certain real property and facilities located at the northwest corner of the intersection of Himes Avenue and Columbus Drive for baseball training activities (the Himes Player Development Complex"); and**

**WHEREAS, as part of a general renovation project involving of the licensed facilities, as reflected in the New York Yankees Facility Renovation Agreement, the parties have negotiated Amended and Restated License Agreements for both the George M. Steinbrenner Field and Himes Player Development Complex; and**

**WHEREAS, the amendments generally extend the terms of the Licenses Agreements, set license fees during the extended terms, and address matters related to maintenance, repairs, insurance, parking and advertising; and**

**WHEREAS, although the City of Tampa is not an owner of any of the real property involved, nor a party to any of the License Agreements or the Facility Renovation Agreement, the Parties must obtain its consent before any conveyance, lease or encumbrance of the real property under TSA's enabling legislation, Chapter 98-520, Laws of Florida.**

B2016-20

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA**

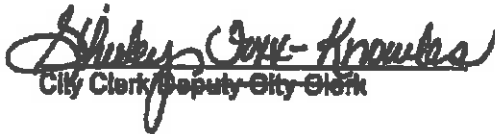
**Section 1.** That the City Council of the City of Tampa hereby consents to the Amended and Restated George M. Steinbrenner Filed License Agreement, the Amended and Restated Himes Player Development Complex License Agreement and the New York Yankees Facility Renovation Agreement in the form of the copies attached hereto or in substantially similar form.

**Section 2.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,  
FLORIDA ON MAY 05 2016.**

  
**CHAIR/CHAIR PRO-TEM  
CITY COUNCIL**

**ATTEST:**

  
**City Clerk/Deputy City Clerk**

**APPROVED AS TO FORM:**

e/s/ **Jorge I. Martin**  
**Senior Assistant City Attorney**



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the First Amendment to New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated October 25, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading 'Eric D. Hart', is written over a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**FIRST AMENDMENT TO**  
**NEW YORK YANKEES FACILITY RENOVATION AGREEMENT**

This First Amendment to New York Yankees Facility Renovation Agreement ("First Amendment") is entered into as of the 25<sup>th</sup> day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, FLORIDA ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

**Recitals**

**WHEREAS**, TSA, Partnership and County are parties to a New York Yankees Facility Renovation Agreement dated as of April 20, 2016 (the "FRA") relating to the design, construction and financing of certain renovation improvements to Partnership's spring training facilities in Tampa, Florida; and

**WHEREAS**, the Parties desire to amend the FRA as herein provided and such action is in the best interest of the Parties; and

**WHEREAS**, capitalized terms set forth in this First Amendment shall have the meanings set forth in the FRA if not otherwise defined herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the FRA as follows:

1. **Extension of Termination Date**. The fourth sentence of Section 14.A. of the FRA is hereby amended to extend the effective termination date of the FRA by removing the date "September 1, 2016" and inserting in lieu thereof the date "December 31, 2016."

The Parties further agree that the ability to extend such date by approval of Partnership, TSA and the County Administrator of County as provided in the fourth sentence of Section 14.A. shall remain applicable and in full effect.

2. DEO Agreement Terms, Conditions and Indemnifications. The FRA is amended by adding thereto a new Section 8 to read as follows:

8. Terms, Conditions and Indemnifications Relating to the DEO Agreement.

A. It is contemplated that, in furtherance of the agreement of the Parties to seek certification and funding by the State of Florida pursuant to sections 212.20 and 288.11631, F.S ("the Act"), an agreement between TSA, as the Applicant, and DEO (hereinafter defined) will be entered into entitled "Sports Development Program Agreement (the "DEO Agreement"). The DEO Agreement will govern the rights and obligations of TSA and DEO with respect to funding under the Act.

B. The DEO Agreement, when fully effective, will impose requirements and conditions upon TSA, as Applicant, which requirements relate either to the GMS Projects for which funding from the DEO is being sought or to the funding itself.

(1) Those requirements will include, among other things: (a) the maintenance and production of documentation evidencing compliance with the Act by TSA and Partnership; (b) production of annual reports and accountings of expenditures for the GMS Projects; (c) production of all amendments, modifications, extensions and assignments of the GMS License Agreement, this Agreement and other relevant contracts; (d) production of yearly cost benefit analyses; (e) evidence of efforts to promote the GMS Facility; (f) progress and status reports relating to construction and completion of the GMS Projects; and



(g) such other documentation and information as may be requested by DEO relating to the GMS Projects or to the DEO Agreement. Partnership agrees to assist and support TSA to the fullest extent possible, in complying with any and all such requirements, including, if requested by TSA, the production of documents and information within Partnership's custody, possession and/or control. Partnership shall, on an annual basis, reimburse TSA's costs, consulting, expert and attorneys' fees reasonably expended in the process of complying with the DEO's requirements, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. As an example, if, in a given year, TSA reasonably incurs \$10,000.00 of costs and fees to comply with DEO's requirements, and \$10,000.00 of costs and fees under Section 14.C., Partnership would reimburse TSA a total of \$15,000.00.

(2) The DEO Agreement will also place contractual responsibility and liability upon TSA, as Applicant, for the work performed and costs incurred, in connection with the GMS Projects, and will require TSA to fully indemnify, protect and hold harmless DEO and the State of Florida from all claims, suits, costs and losses, unless such claims, suits, costs and losses are the result of acts or omissions of DEO. Partnership acknowledges that it has accepted, by virtue of this Agreement, full responsibility for the costs, work and timely completion of the GMS Projects and has agreed to indemnify TSA as provided under Section 7 hereof. In addition to the indemnities provided in Section 7 or otherwise in this Agreement, Partnership shall defend, indemnify and hold harmless TSA from and against any and all Adverse Consequences arising from or as a result of, or in connection with, any action or claim by DEO or the State of Florida under the indemnity provisions of the DEO Agreement, provided, however, that Partnership is not obligated to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of TSA, and provided further that with

respect to any indemnity claim of DEO against TSA for which TSA seeks indemnity against Partnership, TSA shall have the same obligations to Partnership as DEO has to TSA under the DEO Agreement's indemnity provisions and Partnership shall have the same rights as TSA under those provisions.

(3) The DEO Agreement may require TSA, as the Applicant, to ensure that contracts entered into by TSA or Partnership in connection with the GMS Projects, contain certain provisions requiring compliance with certain requirements, including the DEO Agreement and all applicable laws, including, but not limited to, the Florida Public Records Act, applicable regulations, audit, accounting, performance and reporting requirements, confirming their independent status and disavowing any agency, joint venture, partnership or similar status with DEO or the State of Florida. Partnership agrees to insert or cause to be inserted into all of its contracts relating to the GMS Projects, effective as of the date determined by DEO to be appropriate, all provisions that are required of TSA and its contractors under the DEO Agreement and as required or requested by DEO to ensure that no condition exists among such contracts or contractors that would violate the DEO requirements or cause TSA to be in violation thereof.

(4) The DEO Agreement will require that TSA, as the Applicant, retain and maintain certain enumerated and identified records and types of records, relating to the expenditure of State or DEO funds, for the GMS Projects and to the DEO Agreement, in accordance with generally accepted procedures, and that those records be made available to DEO or other enumerated governmental agencies or offices; and that TSA comply with certain audit requirements and standards. Partnership agrees to fully and promptly comply with any request by TSA or DEO for such records, to maintain and provide such records at its cost, and to require its

contractors, subcontractors, agents and consultants to comply with such requirements and requests by DEO.

(5) In addition to the requirements identified in this Section 8. B(1) through (4), the DEO Agreement may include numerous other requirements of TSA, as the Applicant, and its contractors. Partnership agrees that, because of the obligations it has assumed in this Agreement pertaining to the design, construction, management and payment for the GMS Projects, it shall take all actions and provide all assistance necessary, as reasonably determined by TSA, for the satisfactory completion by TSA of all requirements of TSA, as Applicant, under the DEO Agreement. In addition, Partnership agrees to reimburse TSA on an annual basis for all out of pocket expenses and fees reasonably incurred by TSA during the certification and funding process and thereafter arising from and in accordance with requirements imposed upon TSA, as the Applicant, under the DEO Agreement, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. Further, Partnership shall defend, indemnify and hold harmless the Indemnitees from and against any Adverse Consequences arising from or as a result of, or in connection with, any action or claim by a third party, including but not limited to DEO, the State of Florida or any other party resulting partially or wholly from or in connection with any negligent act or omission, breach of contract or default by Partnership, its agents, contractors or subcontractors with respect to any of its obligations set forth in this Section 8 or arising from or relating to the DEO Agreement; provided, however, that the duty to indemnify shall not apply with respect to any claim resulting from the negligent acts or omissions of TSA.

C. In the event of the occurrence of any requirement for indemnification by Partnership under this Section 8, the process, terms and

procedures for indemnification set forth in Section 7, D.,E.,F.,G. and H. shall apply.

**3. Effect of First Amendment on FRA.** All other terms and conditions of the FRA not modified herein, shall remain in full force and effect.

**4. First Amendment Effective Date.** This First Amendment shall become effective on the date upon which it has been executed by all Parties.

*[signatures appear on the next page]*

IN WITNESS WHEREOF, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.


TAMPA SPORTS AUTHORITY

NEW YORK YANKEES

By: 

By: Martinique Holdings, Inc.

Name: Eric Hart

By:   
Harold Z. Steinbrenner, President

Title: President/CEO

Date signed: 10/25/10

Title: Managing General Partner

Date signed: 10/25/10

Approved as to Form and Legality  
As to Tampa Sports Authority

  
Steven A. Anderson, General Counsel

ATTEST:

CLERK OF THE CIRCUIT COURT

HILLSBOROUGH COUNTY.

FLORIDA

By:   
Deputy Clerk  
Date signed: 10/28/10



By:   
Lesley "Les" Miller Jr., Chair

Hillsborough County Board of  
County Commissioners

Date signed: 10/28/10

Approved, as to Form and Legality  
as to Hillsborough County

  
Samuel S. Hamilton  
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 114-1143



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Approval of Extension of Date of Certification of the New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated December 22, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading 'Eric D. Hart', is written over a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**APPROVAL OF EXTENSION OF DATE OF CERTIFICATION**

The undersigned, as the President and CEO of the TAMPA SPORTS AUTHORITY, ("TSA"), the County Administrator of HILLSBOROUGH COUNTY, FLORIDA ("County") and the authorized signator for the NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership") do hereby certify as follows:

1. On or about the 20th day of April, 2016, TSA, County and Partnership entered into a NEW YORK YANKEES FACILITY RENOVATION AGREEMENT (the "FRA") relating to the design, construction and financing of certain renovations and improvements to Partnership's spring training facilities in Tampa, Florida; and

2. On the same date, the foregoing parties entered into certain other related agreements, including an Amended and Restated George M. Steinbrenner Field License Agreement, and an Amended and Restated Himes Player Development Complex License Agreement (the "Renovation Documents"); and

3. The FRA contains, at Section 14 A. thereof, the following provision:

"A. TSA and County acknowledge that the completion of the Projects contemplated by this Agreement will serve a paramount public purpose. As a result, within 30 days following the execution and delivery of this Agreement and the delivery to TSA of a fully and correctly completed application and all documents and information required or requested by the State of Florida and any documentation reasonably requested by TSA, TSA or County shall file an application as deemed appropriate by the Applicant, for certification pursuant to Section 288.11631, Florida Statutes, for retention of a Major League Baseball spring training baseball franchise. The Parties agree that the rights and obligations arising from and under this Agreement, including but not limited to, the obligation of Partnership to construct and fund the Projects, the obligation of TSA to reimburse Partnership as provided for in this Agreement, and the obligation to provide for the financing of such reimbursement provided for in Section 3.F. of this Agreement, shall be contingent upon TSA's or County's receipt of certification to receive State funding for a facility for a spring training franchise pursuant to Section 288.11631, Florida Statutes, in an amount sufficient to generate at least \$13,635,250 (in the estimation of the County's Financial Advisor based on market conditions then existing) in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs estimated to total \$489,750 as described in Section 3.H. of this Agreement (the "Minimum Amount") and execution of an agreement by TSA or County and DEO providing for, among other things, an award of State funding to be distributed which award is sufficient to generate at least the Minimum Amount (collectively, the "Certification"). Should the Certification fail to occur on or before September 1, 2016, or up to sixty (60) days thereafter if approved by Partnership, TSA and the County Administrator of County, the Renovation Documents shall be

automatically terminated, and shall be null and void, unless otherwise mutually agreed in writing by all Parties or unless Partnership elects to prevent such termination as provided below. The foregoing notwithstanding, in the event the Certification is to receive State funding in an amount less than the Minimum Amount, Partnership shall have the right to prevent the termination of the Renovation Documents by agreeing to provide additional funds to offset the insufficiency by providing TSA and County written notice thereof within thirty (30) days following the Certification. In the event Partnership exercises such right, the first (\$35,765.396) and third (\$13,635,250) monetary amounts provided for in Section 2.D. of this Agreement shall be deemed to be reduced by, and the third (\$659,305) monetary amount provided for in the twelfth recital clause and the first (\$659,305) monetary amount provided for in Section 3.A. of this Agreement shall be deemed to be increased by, the difference between \$13,635,250 and the monetary amount in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs resulting from the actual award from the State in the estimation of County's Financial Advisor based on market conditions then existing."

4. It is anticipated that the Certification, as defined in and contemplated by said section 14 A., will not occur by September 1, 2016, through no fault of the TSA, the County or the Partnership; and

5. Partnership has requested and the President and CEO of TSA and the County Administrator of County desire to provide for the extension of the term of the FRA and the Renovation Documents for sixty (60) days by approving the extension of the date by which the Certification must occur from September 1, 2016 to October 31, 2016;

6. In accordance with the provisions of Section 14.A of the FRA, the undersigned do hereby approve a sixty (60) day extension (from September 1, 2016 to October 31, 2016) of the date by which the Certification must occur.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures on the dates indicated below.



**TAMPA SPORTS AUTHORITY**

By:   
Eric Hart

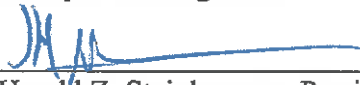
Title: President/CEO  
Date signed: 8/23/16

*Approved as to Form  
as to Tampa Sports Authority*


  
*Steven A. Anderson, General Counsel*

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: Martinique Holdings, Inc.

By:   
Harold Z. Steinbrenner, President

Title: Managing General Partner  
Date signed: 08/23/16

By:   
Michael S. Merrill  
Hillsborough County  
Title: County Administrator  
Date signed: 8/24/16

*Approved as to Form  
as to Hillsborough County*

  
*Samuel S. Hamilton  
Senior Assistant County Attorney*



# SECTION 3 ION

**COST-BENEFIT  
ANALYSIS**

# New York Yankees Spring Training Facility Tampa, Florida

## 2018 Economic Impact Report

New York Yankees Spring Training games, events and/or activities (“Yankees Spring Training”) is vital to the health and vibrancy of the economy of Hillsborough County. Demonstrating this impact, the following information has been compiled with certain specific data (e.g., purpose of attendee visits) and methodologies from the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report (“MLB Impact Study”) published in June of 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc. The information contained herein represents the estimated Economic Impact to Hillsborough County and the Tampa Bay region as a result of the Direct Spending on accommodations, restaurants, groceries, shopping, entertainment and transportation (“Direct Spending”) associated with Yankees Spring Training in 2018 in a manner consistent with the MLB Impact Study as updated with 2018 spending statistics.

➤ **Attendance:**

Yankees Spring Training Season	Total Attendance	Number of Home Games	Average Attendance Per Home Game
2018	158,104	16	9,882

➤ **Attendee Purpose:**

- Attendees are separated into five (5) distinct categories:

**(1) Out-of-State-Primary Purpose:** A visiting party from outside of Florida that came to the area expressly for Yankees Spring Training.

**(2) Out-of-State-Other Purpose:** A visiting party from outside of Florida that came to the area for another purpose, but attended Yankees Spring Training.

**(3) Non-County-Primary Purpose:** A visiting party in attendance from another County in Florida that visited expressly for Yankees Spring Training.

**(4) Non-County-Other Purpose:** A visiting party to Hillsborough County for another purpose, but attended Yankees Spring Training.

**(5) Local:** A Hillsborough County resident.

<b>Out-of-State-Primary Purpose</b>	
Approximately 23.12% are Out-of-State Primary Purpose	36,554
Number of Out-of-State Parties (Average party size = 3 people)	12,185
Cumulative number of nights stayed (Average stay is 7.53 nights)	91,750
Average spend per Party, per day	\$479.73
Estimated Direct Spending for Out-of-State Primary Purpose	\$44,015,327
<b>Out-of-State-Other Purpose</b>	
Approximately 24.94% are Out-of-State Other Purposes	39,431
Number of Out-of-State Parties (Average party size = 3.08 people)	12,802
Cumulative number of nights stayed (Average stay is 9.66 nights)	123,670
Average spend per Party, per day	\$339.77
Estimated Direct Spending for Out-of-State Other Purpose	\$42,019,893
<b>Non-County Primary Purpose</b>	
158104 Approximately 24.22 % are Non-County Primary Purpose	38,293
Number of Non-County Parties (Average party size = 2.81 people)	13,627
Cumulative number of nights stayed (Average stay is .39 nights)	5,315
Average spend per Party, per day	\$221.89
Estimated Direct Spending for Non-County Primary Purpose	\$1,179,287
<b>Non-County Other Purpose</b>	
Approximately 3.55% are Non-County Other Purpose	5,613
Number of Non-County Parties (Average party size = 2.68 people)	2,094
Cumulative number of nights stayed (Average stay is 3.36 nights)	7,037
Average spend per Party, per day	\$269.80
Estimated Direct Spending for Non-County Other Purpose	\$1,898,563
<b>Local</b>	
Approximately 24.17% are Local Attendees	38,214
Average spend per Local Attendee, per day	\$50.00
Estimated Direct Spending for Local attendees	\$1,910,687
<b>Estimated Total Direct Spending by Attendees</b>	<b>\$91,023,757</b>

➤ **Indirect & Induced Effects:**

Using the Total Direct Spending in the above chart, the indirect and induced effects were estimated using multipliers based on the IMPLAN system. These multipliers are specific to the local market and are used to estimate a total economic impact resulting from Direct Spending. Indirect effect indicates the secondary impact caused by changing input of needs in directly affected industries, and induced effect is caused by the changes in household spending due to additional employment generated.

As the following chart indicates, the total Economic Impact from Direct Spending as a result of the 2018 Yankees Spring Training is estimated to be **\$166,204,537**.

	Direct Spending	Indirect	Induced	Total Economic Impact	Multiplier
Out-of-State Primary Purpose	\$44,015,327	\$15,069,733	\$20,923,010	\$80,008,070	1.8
Out-of-State Other Purpose	\$42,019,893	\$14,391,066	\$20,494,484	\$76,905,444	1.8
Non-County Primary Purpose	\$1,179,287	\$423,614	\$568,584	\$2,171,485	1.8
Non-County Other Purpose	\$1,898,563	\$648,931	\$983,921	\$3,531,415	1.9
Local Attendees	\$1,910,687	\$612,460	\$1,064,976	\$3,588,123	1.9
<b>Total</b>	<b>\$91,023,757</b>	<b>\$31,145,804</b>	<b>\$44,034,975</b>	<b>\$166,204,537</b>	

➤ **Zip Code Analysis:**

Using information from a sample of 12,703 buyers who purchased tickets to Yankees Spring Training in 2018, a zip code analysis was conducted in order to find out where these buyers came from (*i.e.*, geographic locations). The analysis indicated the following buyer breakdown:

- States Other than Florida – 60.3%
  - 38.9% from Northeast (CT, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VT)
  - 21.4% from states other than Northeast
- Florida – 37.3%
  - Hillsborough – 34.2%
  - Pinellas – 13.1%
  - Pasco – 8.2%
  - Orange – 4.7%
  - Manatee – 3.5%
  - Sarasota – 2.8%
  - Other Counties – 33.5%
- International – 2.4%
  - Includes buyers from Australia, Argentina, Belgium, Canada, Denmark, Great Britain, Japan, Mexico, Netherlands, Panama and Sweden



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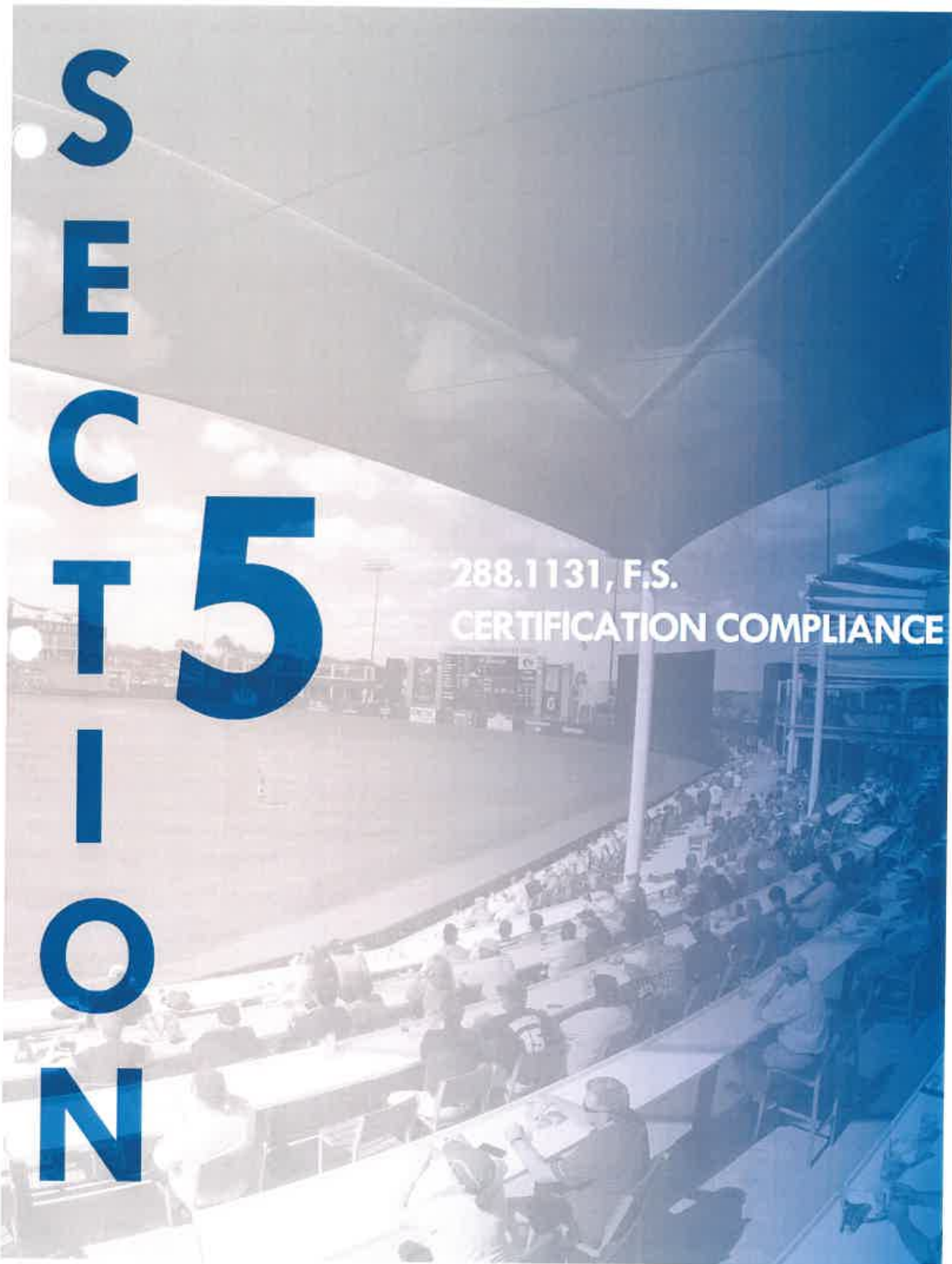
**CONTRACTS OVER \$250,000**

Company Name	Address	Contract Amount
American Seating Company	401 American Seating Center NW Grand Rapids, Michigan 49504	\$955,472.40
Convention Sports & Leisure International, LLC d/b/a Legends Project Development (CSL, LLC)	7501 Lone Star Suite 200, Plano, Texas 35024	\$600,000.00
McEnany Roofing, Inc	8803 Industrial Drive, Tampa, Florida 33637	\$369,488.00
Populous, Inc	4800 Main Street Suite 300, Kansas City, Missouri 64112	\$1,585,000.00
Turner Construction Company	135 West Central Blvd Suite 950, Orlando, Florida 32801	\$24,935,019.00



# SECTION 5

288.1131, F.S.  
CERTIFICATION COMPLIANCE





Written evidence that TSA continues to meet the certification criteria in effect when TSA was certified pursuant to section 288.11631, F.S. (2015):

- a) A "unit of local government" as defined in s. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training franchise is located.

***Yes, the Tampa Sports Authority is the landlord for George M. Steinbrenner Field which is owned by Hillsborough County.***

- b) The applicant has a verified copy of a signed agreement retained spring training franchise for the use of the facility for a term of at least 20 years.

***Yes, the verified signed George M. Steinbrenner License Agreement, dated April 20, 2016, with addendum and amendment is provided in section 2 of this Annual Report.***

- c) The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.

***Yes, the financial commitment is demonstrated in the George M. Steinbrenner Field License Agreement, dated April 20, 2016, as provided in section 2 of this Annual Report.***

- d) The facility for a retained spring training franchise will attract a paid attendance of at least 50,000 persons annually.

***Yes, the Authority has the following attendance records for Spring Training seasons:***

2017 155,962

2018 158,104

- e) The facility for a spring training franchise is located in a county that levies a Tourist Development Tax under F.S. 125.0104.

***Yes, Hillsborough County levies a Tourist Development Tax***



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**288.1167, F.S.  
COMPLIANCE**

# New York Yankees®

EXECUTIVE OFFICES  
YANKEE STADIUM  
BRONX, NEW YORK 10451  
(718) 293-4300



GEORGE M. STEINBRENNER FIELD  
1 STEINBRENNER DR.  
TAMPA, FLORIDA 33614  
(813) 875-7753  
(813) 281-0942 FAX

August 6, 2018

Eric Hart  
President/CEO  
Tampa Sports Authority  
4201 N. Dale Mabry Highway  
Tampa, Florida 33607

**RE: Compliance with Florida Statute 288.1167(3)**

Dear Mr. Hart:


The New York Yankees Partnership ("Partnership") hereby certifies that it is in compliance with Florida Statute 288.1167(3) at the Partnership's Spring Training Facility, located in Tampa, Florida and comprised of George M. Steinbrenner Field and the Himes Player Development Complex ("Facility"). This statute requires the Partnership to award at least 15 percent of its operational service contracts at the Facility to women or minority business enterprises ("WMBE") or to a minority person as those terms are defined in Florida Statute 288.703.

As proof of compliance, the Partnership submits the attached documentation ("Exhibit A") which lists the Partnership's operational service vendors at the Facility, as well as denoting those that are WMBE or minority persons.

As indicated in Exhibit A, the total percent of WMBE or minority person vendors contracted by the Partnership at the Facility is **30.56%**, well above the statutorily required percentage.

Should you need anything further on this matter, please do not hesitate to contact me.

Sincerely,

  
Manuel Garcia, Esq.  
Florida Counsel

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me this 6 day of August, 2018 by Manuel Garcia.

Notary Signature: Dawn Galuska

Notary Name or Stamp: \_\_\_\_\_

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



Dawn Galuska  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG009003  
Expires 7/15/2020

## EXHIBIT A

### NEW YORK YANKEES SPRING TRAINING FACILITY

- George M. Steinbrenner Field & Himes Player Development Complex -

Tampa, Florida

#### Operational Service Vendors

#	Vendor Name	WMBE/Minority Person
1	A&A Electric	✓
2	A&B Aquatics	
3	Advent Technology Group, Inc	✓
4	Alliance Air Solutions Inc.	
5	American Visual Brands, LLC	
6	Bayside Carpet Cleaning	✓
7	BCH Mechanical	
8	Complete Reel Grinding	
9	Cosgrove Enterprises, Inc	
10	Cox Fire Protection, Inc.	✓
11	Daktronics, Inc.	
12	Deere Credit Inc.	
13	DTN, LLC	
14	Eagle Services Inc.	
15	ESS Global Corporation	
16	Experience Tree Service Corp	✓
17	Fabian Food Service Equipment	✓
18	Gem Supply Co., Inc.	
19	High Rise Window Cleaning	
20	Hughes Exterminators	
21	Lee Fisher International, Inc.	✓
22	Pacesetter Personnel Services	
23	Pinch A Penny Pool Service	
24	Plumbing Connection Services	
25	Ring Power Corporation	
26	RMP Sod & Landscaping, Inc.	✓
27	Schindler Elevator Corporation	
28	ServiceOne Building	✓
29	Siemens Industry, Inc.	
30	Signs USA	✓
31	Southeast Drilling Services, Inc.	
32	Suncoast Safe & Lock	
33	Sunshine Forklift, Inc.	✓
34	Venuesmart	
35	Water Boy, Inc.	
36	Water-Genius of Tampa	

#### Operational Service Vendor Summary

Total Vendors	36
Total WMBE/Minority Person Vendors	11
% of WMBE/Minority Person Vendors	30.56%



July 16, 2018

Anthony Bruno  
Senior Vice President  
New York Yankees Partnership  
George M. Steinbrenner Field  
1 Steinbrenner Drive  
Tampa, Florida 33614

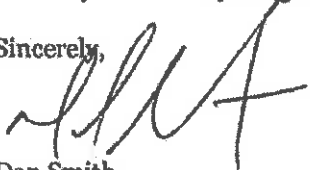
RE: Florida Statute 288.1167(1)

Dear Mr. Bruno:

As the concessionaire for George M. Steinbrenner Field in Tampa, Florida ("GMS Field"), Legends Hospitality, LLC ("Legends") has been advised of Florida Statute 288.1167(1) and its applicability to certain food and beverage operations at GMS Field. In connection with the aforementioned statute and its operations at GMS Field, Legends, where applicable, makes all good faith efforts to award contracts for services to minority business enterprises as defined in Florida Statute 288.703 on the same terms and conditions as any other vendor or service providers, as well as in accordance with the minority business enterprise procurement goals set forth in Florida Statute 287.09451.

Should you need anything further on this matter, please do not hesitate to contact me.

Sincerely,

  
Dan Smith  
President, Hospitality

STATE OF:   NJ    
COUNTY OF:   Essex  

Sworn to (or affirmed) and subscribed before me this 16th day of July 2018 by Dan Smith.

Notary Signature:   Margaret A. Keenan    
Notary Name or Stamp:   MARGARET A. KEENAN  

Embossed Hereon is My  
State of New Jersey Notary Public Seal  
My Commission Expires December 16, 2019  
MARGARET A. KEENAN

Personally Known:  OR Produced Identification:

Type of Identification Produced: \_\_\_\_\_





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**TAMPA SPORTS AUTHORITY  
CHAIR OF THE BOARD OF  
DIRECTORS CERTIFICATION**



August 29, 2018

Katherine Morrison, CPM, FCCM  
Manager of Strategic Industry Partnerships  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

**RE: 2018 DEO Annual Report**

Dear Ms. Morrison,

This letter is intended to satisfy one of the annual reporting requirements of the contract between the Department of Economic Development Opportunity (DEO) and the Tampa Sports Authority (TSA).

In your letter dated June 25, 2018, requirement # 7 identifies that the *"Chair of the Board of Directors of TSA is required to certify that all information and documentation contained in the annual report and submitted to DEO is true and correct"*.

Therefore, I certify that to the best of my knowledge, all information and documentation provided in the TSA's Annual Report to DEO is true and correct.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joy Mang". The signature is fluid and cursive.

Chairman of the Board



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**ADVERTISING AND PROMOTIONS**



# NEW YORK YANKEES SPRING TRAINING REACH

## GLOBAL FAN BASE

New York Yankees Broadcast | Television | Radio

- Since 2002 the Yankees Entertainment and Sports Network (“YES”) has been the most watched Regional Sports Network in the country 14 out of 16 years.
- Regular season Yankees games on YES are attracting 500,000 viewers per game.
- Approximately 40 nationally televised regular season games per season since 2011.
- In addition to the YES Network, visiting teams will also broadcast New York Yankees regular season home games back to their respected cities.
- Each year ESPN highlights a Yankees Spring Training game as their game of the week. Yankees Spring Training highlights regularly seen on ESPN SportsCenter, MLB Network and FOX Sports 1.
- Select New York Yankees Spring Training games have been broadcast internationally.
- The Yankees have one of MLB’s largest radio audiences with over 700,000 listeners per game on WFAN (AM and FM).

**yankees.com**<sup>™</sup>

- Over 1,400,000 registered users
- 8,600,000 Facebook followers
- 3,300,000 Twitter followers
- 1,600,000 Instagram followers

**Yankees.com ranks #1 among all 30 MLB teams’ sites for the following:**

- Monthly Unique Visitors
- Total Visits

**International Visitors, with the five (5) top countries as follows:**

- Canada
- Taiwan
- Mexico
- Dominican Republic
- United Kingdom

# NEW YORK YANKEES SPRING TRAINING SOCIAL MEDIA REACH

[gmsfield.com](http://gmsfield.com)

- More than 67,000 users per year
- 174,000 annual page views



George M. Steinbrenner Field  
@GMSField



Steinbrenner Field  
@GMSField



George M. Steinbrenner Field  
@GMSField

[TarponsBaseball.com](http://TarponsBaseball.com)

- More than 360,000 visitors per year



Tampa Tarpons  
@TampaTarpons



Tampa Tarpons  
@TampaTarpons



Tampa Tarpons  
@TampaTarpons

**West Villages Improvement District  
(Atlanta Braves)**

# WEST VILLAGES IMPROVEMENT DISTRICT

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STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
SPRING TRAINING PROGRAM  
ANNUAL REPORT

2018

For the Year Ending August 31, 2018



# Table of Contents

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1. Local, State, and Team Funded Expenses
2. Spring Training Facility Agreements
  - i. *Non-Relocation Agreement* dated May 23, 2017 by and between ANLBC, the County, and WVID
  - ii. *Facility Operating Agreement* dated May 23, 2017 by and between ANLBC and the County
  - iii. *Joinder of Braves Florida RentCo, LLC (Facility Operating Agreement)* dated December 21, 2017 by and between RentCo and acknowledged and agreed to by ANLBC and the County
  - iv. *Interlocal Agreement Regarding Spring Training Stadium Financing Obligations* dated July 27, 2017 by and between the City and WVID
  - v. *Interlocal Agreement Between Sarasota County and West Villages Improvement District* dated September 12, 2017 by and between the County and WVID
  - vi. *Addendum to Agreements Concerning ANLBC Facility in Sarasota County* dated September 19, 2017 by and between ANLBC, the County, the City, WVID, Manasota Beach Ranchlands, LLLP, Calben (US) Corporation, and DEO
3. Cost-Benefit Analysis
4. List of Contracts Over \$250,000
5. Certification of Continuing Compliance with Section 288.11631, *Florida Statutes* (2017)
6. Certification of Compliance with Section 288.1167, *Florida Statutes* (2017)
7. Advertising and Promotions of the Stadium Facility
8. Certification of Accuracy of Annual Report by District Chairman



# 1. Local, State, and Team Funded Expenses

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Pursuant to Section 4(h)(1) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a detailed accounting of all local and state funds expended to date on the project as of the date of submission of this Annual Report. In addition to this detailed accounting, WVID must submit a summary of all local, state, and private funds expended on the project as of the date of submission of this Annual Report.

Prior to the financing closing date, the Atlanta National League Baseball Club, LLC (“ANLBC”) directly contributed \$5,381,903.88 of private monies toward the design and construction of the project. Thereafter, in conjunction with its financing of the project, WVID entered into that certain *Custodian and Depositary Agreement*, dated December 21, 2017, by and between WVID, Sarasota County (the “County”), ANLBC, and U.S. Bank National Association as collateral agent and depositary bank (the “Custodian Agreement”). Pursuant to the Custodian Agreement, the District established three (3) separate bank accounts to hold the construction funding for the project- a County Construction Subaccount, a State Sales Tax Bonds Construction Subaccount, and a Construction Account (collectively, hereinafter referred to as the “Accounts”).

Please see the below chart for a summary of the amounts deposited into each of the Accounts, and the amounts disbursed from each Account through the date of this Annual Report.

[Continued on Next Page]

**Accounting of Construction Funds Disbursed Relative to Project to Date\***

<u>Account</u>	<u>Instrument</u>	<u>Designation</u>	<u>Proceeds</u>	<u>Amounts Disbursed**</u>
<i>n/a</i>	Cash Contribution Prior to Financing Closing Date	Private Funds	\$5,381,903.88	\$5,381,903.88
<i>County Construction Subaccount</i>	Sarasota County, Florida Capital Improvement Revenue Bonds, Series 2017 (Federally Taxable)	Local Funds	\$21,262,000	\$21,383,498.86
<i>State Sales Tax Bonds Construction Subaccount</i>	West Villages Improvement District Taxable Florida State Sales Tax Payments Revenue Bonds (Atlanta Braves Spring Training Facility), Series 2017A	Local Funds***	\$13,543,589.83	\$13,673,392.67
<i>Construction Account</i>	Cash Contribution	Private Funds	\$4,700,000	\$5,627,215.94
	Cash Contribution	Private Funds	\$23,482,216.05	
	Cash Contribution	Local Funds	\$4,700,000	
	West Villages Improvement District Senior Secured Notes, Series 2017B (Atlanta Braves Spring Training Facility)	Local Funds****	\$27,500,000	

\*Amounts are accurate as of 8/27/2018.

\*\* Amounts disbursed may be higher than contribution amount due to earnings on investments retained in the respective Accounts.

\*\*\*These bonds (which constitute local funds) are secured by annual payments made by the Department of Revenue pursuant to section 212.20(6)(d)6.e, *Florida Statutes*, which constitute state funds.

\*\*\*\*These notes (which constitute local funds) are secured by annual lease payments made by ANLBC, which constitute private funds.

To date, funds disbursed for the project construction total \$46,066,011.35 and were largely utilized to compensate the project architect, construction contractor, and other vendors for their services and/or materials provided pursuant to their respective contracts with WVID. Copies of all requisitions are available from WVID upon request.



## 2. Spring Training Facility Agreements

## NON-RELOCATION AGREEMENT

This Non-Relocation Agreement (this “**Agreement**”) is made and entered into as of this \_\_\_ day of May, 2017 by and among Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the “**County**”), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended (“**WVID**”) and Atlanta National League Baseball Club, LLC, a Georgia limited liability company (“**ANLBC**”). The County, WVID and ANLBC shall be referred to herein jointly as the “**Parties**” and each, individually, as a “**Party**”.

### RECITALS

WHEREAS, ANLBC is the owner and operator of the Major League Baseball franchise known as the Atlanta Braves (“**Team**”).

WHEREAS, contemporaneously with the execution of this Agreement, (i) the County and ANLBC, have entered into a Facility Operating Agreement (the “**Facility Operating Agreement**”) providing for the operation and management of the Facility by ANLBC; and (ii) the County, ANLBC, WVID, the City of North Port, a Florida municipal corporation (“**City**”), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership (“**Developer**”), and Calben (US) Corporation, a Delaware corporation (“**Developer Guarantor**”) have agreed to enter into a Development Agreement providing for the design, development, construction and financing and administration of the Facility as described therein on the Facility Site (the “**Development Agreement**”). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Facility Operating Agreement.

WHEREAS, as a material inducement to (i) the County to enter into the Facility Operating Agreement and (ii) the County, City, WVID, Developer and Developer Guarantor to enter into the Development Agreement, ANLBC has agreed to enter into this Agreement to assure that the Team will play its Grapefruit League Home Games at the Facility for the Term and on the other terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.**

“**Alternate Site Condition**” shall mean the existence of any one of the following conditions:

- i. MLB determines the condition of the Facility is or reasonably is expected at the scheduled time of any Grapefruit League Home Games to be (e.g., due to an impending or recently occurring storm) such that MLB Rules and Regulations (including, without limitation, a specific MLB directive) prohibits the playing of Grapefruit League Home Games at the Facility in a written direction, declaration or ruling addressed to ANLBC and provided ANLBC has forwarded a copy of such written direction, declaration or ruling to the County and WVID;

- ii. all or a Significant Portion of the Facility is damaged or destroyed by fire or other casualty as described in Section 25 of the Facility Operating Agreement;
- iii. all or a Significant Portion of the Facility is being utilized for disaster preparedness, disaster response or shelter as described in Section 19 of the Facility Operating Agreement; or
- iv. a Governmental Authority determines the use or occupancy of any material portion of the Facility is (a) not permitted under any Applicable Law or (b) is unsafe for customary usage.

“ANLBC Personnel” shall mean the individual officers, directors, partners, shareholders, members, employees and agents of ANLBC and their Affiliates.

“Bankruptcy Code” shall mean the United States Bankruptcy Code.

“Final Order” shall mean when a court of competent jurisdiction determines, in a final and non-appealable order, that ANLBC has breached its covenants under Section 2 of this Agreement.

“Infrastructure” shall mean the off-Facility Site roadway design, permitting and construction to facilitate ingress and egress to the Facility Site meeting all applicable governmental standards and requirements, and wastewater and water infrastructure design, permitting and construction, bringing utilities (stubbed to the Facility Site) to serve the Facility for its intended purpose, as will be more particularly described in the Development Agreement, to be performed, or caused to be performed by Developer as provided in this Agreement.

“Liquidated Damages” shall mean the sum of (a) the outstanding balance of principal and interest of the WVID Debt as well as any required call premiums; provided, however, that if the WVID Debt is not callable, the amount required to fully fund an escrow to pay-off the WVID Debt on the first call date plus all required debt service payments plus any required call premiums through the call date, (b) the present value of all unpaid ANLBC payments to the Capital Maintenance Fund due and payable for the remainder of the Term under the Facility Operating Agreement, (c) the amount required to pay-off the County Bonds including the amount of outstanding principal and interest as well as any required call premiums; provided, however, that if the County Bonds are not callable, the amount required to fully fund an escrow to pay-off the County Bonds on the first call date plus all required debt service payments plus any required call premiums through the call date, (d) the lesser of (x) the amount required to reimburse Developer and WVID for Infrastructure and (y) the then unamortized amount of Infrastructure (based on actual depreciation in accordance with the applicable financial statements for the first five years, then thereafter straight-line depreciation over a subsequent period of 25 years), (e) in the event that the County will not continue to use the Facility as a ballpark, the expense required by Developer to gain repossession of the land plus the cost to clear the ballpark from the Facility Site, (f) any amounts outstanding related to the design and/or construction agreements for the project, to which WVID is a party, and (g) any additional

professional costs incurred by Developer and WVID as a result of any Non-Relocation Default. Present value for purposes of this paragraph shall be calculated by utilizing a discount rate of two and a half (2.5) percent.

“**Non-Relocation Default**” shall mean any breach by ANLBC of any of the terms, covenants or agreements of Section 2 of this Agreement.

“**Non-Relocation Covenants**” shall mean the collective covenants made by, and obligations imposed on, ANLBC pursuant to Section 2 of this Agreement.

“**Non-Relocation Term**” shall mean the term of this Agreement, commencing with the funding of the County Bonds and WVID Debt and ending on the termination of this Agreement pursuant to Section 5.4 of this Agreement.

2. Covenant to Play Grapefruit League Home Games at the Facility. In compliance with Section 288.11631(2)(a)2., Florida Statutes, the County covenants and agrees not to amend the Facility Operating Agreement in a manner which would permit the use of the Facility by ANLBC for a team that is less than the length of the term of the State Sales Tax Payment Bonds. Subject to Section 3 of this Agreement, ANLBC covenants and agrees that throughout the Non-Relocation Term, as applicable:

2.1 ANLBC shall maintain and operate the Facility in the County;

2.2 the Team shall play all of its scheduled Grapefruit League Home Games at the Facility; and

2.3 ANLBC (a) shall not enter into any contract or agreement, or make any request or application to MLB, to (i) relocate or operate its Spring Training facility outside of the County in violation of Section 2.1 or (ii) have the Team play any Home Game in any location other than the Facility in violation of Section 2.2; and (b) shall not (i) entertain any offer or proposal to relocate the Team to a location other than the Facility, (ii) solicit an offer or proposal from any Person to enter into discussions regarding moving the Team to a location other than the Facility, (iii) enter into negotiations with third parties concerning the relocation of the Team to a location other than the Facility, or (iv) otherwise attempt to cause the playing of Grapefruit League Home Games at a location other than the Facility, except as provided in Section 3.

3. Exceptions.

3.1 Notwithstanding the provisions of Section 2, the Team shall be permitted to play what would otherwise be a Home Game at a location other than the Facility in the event of an Alternate Site Condition; provided, however, that ANLBC shall not be relieved of its obligations with regard to the Facility Debt.

3.2 Up to three (3) Grapefruit League Home Games per season (not including any games played in different locations under Section 3.1 above), in an international or other location as requested by MLB or another MLB Club; provided that, ANLBC shall provide prior written notice, as specified in Section 15, to the County and WVID not later

than January 1 of any operating year of such Grapefruit League Home Game scheduled for the upcoming MLB season. Notwithstanding the foregoing, ANLBC remains expressly obligated to exhibit, promote, schedule and play or conduct at least eighty percent (80%) or fifteen (15) Grapefruit League Home Games per season (whichever is greater) in the main stadium of the Facility, between the Team and another Major League Club, with at least two (2) such games scheduled to begin after 6:00 pm, subject to MLB Rules and Regulations.

3.3 If Substantial Completion occurs on or after the date on which one-half of the Team's Grapefruit League Home Games have been played, the covenants in Section 2 shall not become effective until the start of the succeeding MLB Spring Training season.

3.4 ANLBC may take any actions otherwise prohibited by Sections 2.1, 2.2 and 2.3, in connection with any change in location permitted by this Section 3.

3.5 ANLBC may take the actions otherwise prohibited in Section 2.3 during the last three (3) years of the Term of the Facility Operating Agreement in connection with any proposed relocation or playing of the Team's Grapefruit League Home Games that would not be played until after the conclusion of the Term. ANLBC shall notify County, WVID and Developer within three (3) business days of making any such request or application and forty eight (48) hours after entering into any such contract or agreement. Should ANLBC enter into such contract or agreement, or make any such request or application to MLB, then ANLBC shall lose the ability to unilaterally extend the term of the Facility Operating Agreement.

3.6 Without limiting the generality of any other provision of this Agreement, the covenants of ANLBC provided in Section 2 shall not apply: (i) if ANLBC obtains both the County and WVID's written consent, which consent shall be within the sole and absolute discretion of each of the County and WVID, prior to any action(s) otherwise prohibited under such section; provided, however, any actions which would allow the Team to permanently relocate from the County shall also require MLB Approval; and (ii) at any time after the termination of this Agreement.

#### 4. Alternate Site Condition.

4.1 Notwithstanding the provisions of Section 2, if, at any time during the Non-Relocation Term, an Alternate Site Condition shall exist, then (i) the Team shall be entitled to make arrangements to temporarily play at alternate sites for its Grapefruit League Home Games and (ii) ANLBC shall be temporarily relieved of its obligations under Sections 2.1, 2.2 and 2.3 hereunder and shall be entitled to allow the Team to play its Grapefruit League Home Games at such alternate sites, but only during the period of time that any such Alternate Site Condition shall exist; provided, however, that if the Alternate Site Condition shall be of such a nature that its expected expiration cannot reasonably be ascertained by ANLBC, the County or WVID, then ANLBC shall be entitled to honor any commitment it might reasonably have made for the Team to play its Grapefruit League Home Games at an alternate site even if that commitment extends beyond the date such Alternate Site Condition ends. ANLBC shall not, however, make

any commitment that extends beyond the end of the Spring Training season in or prior to which such Alternate Site Condition occurs, except that, if, as of August 1, such Alternate Site Condition is reasonably expected (as determined in accordance with Section 4.2) to continue to exist as of the Team's first Grapefruit League Home Game of the subsequent Spring Training season, then ANLBC shall be entitled to commit to play its Grapefruit League Home Games at an alternate site for the duration of such Spring Training season, provided, however, ANLBC shall use its reasonable best efforts to cause the Team to play its Grapefruit League Home Games at the Facility as soon as possible after the Alternate Site Condition has ended.

4.2 Not later than August 1 of any operating year in which an Alternate Site Condition continues to exist, ANLBC shall give the County, WVID and Developer a written notice setting forth the date it reasonably believes such Alternate Site Condition will terminate (the "**Proposed Date**"). If both of the County and WVID fail to object to such notice within thirty (30) business days of receipt of such notice, they will be deemed to have accepted the Proposed Date and ANLBC's right to contract with alternate sites under Section 4.1 shall be based on such date. If the County and/or WVID timely objects to the Proposed Date, ANLBC, WVID and the County shall use good faith efforts to resolve such dispute within the next five (5) business days. The County, WVID and ANLBC shall consult, and reasonably cooperate, with one another following any Alternate Site Condition so that ANLBC can most effectively find and contract for an alternate site during the duration of such Alternate Site Condition.

4.3 ANLBC shall use commercially reasonable and diligent efforts to mitigate and overcome any Alternate Site Condition that results in the Team's Grapefruit League Home Games not being played at the Facility to the extent such event or condition is within the reasonable control of ANLBC, but this undertaking shall not be construed to require ANLBC to take any action, or to relieve the County of any obligation it may have, with respect to a condemnation under Section 26 of the Facility Operating Agreement, casualty or Force Majeure that is the County's responsibility under the Facility Operating Agreement.

5. **Remedies.** ANLBC (a) acknowledges that the Non-Relocation Covenants are an essential part of the bargain and consideration of the Operative Agreements and are necessary to protect the business and goodwill of the County, WVID and Developer; (b) recognizes that the Facility is being constructed and certain debt is being incurred to construct the Facility and to permit the Grapefruit League Home Games to be played at the Facility during the Non-Relocation Term; (c) recognizes that having the Team play its Grapefruit League Home Games in the Facility throughout the Non-Relocation Term provides a unique value to County, WVID, and Developer, including generating new jobs, additional revenue sources and economic development and increased tourism for the County; and (d) acknowledges and agrees that any breach by the Team of the Non-Relocation Covenants shall cause irreparable and continual harm to the County, WVID and Developer and that damages for a default under such Non-Relocation Covenants cannot be estimated with any degree of certainty and that monetary damages cannot fairly or adequately compensate the County, WVID or Developer for a breach of such Non-Relocation Covenants. Further, the Parties acknowledge that (i) ANLBC's obligations under the Non-Relocation Covenants are unique, are the essence of the bargain and are essential

consideration for this Agreement and the other agreements being entered into by the Parties related to the Facility, including, but not limited to the Operative Agreements; and (ii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the City, County and WVID community (including Developer) would be difficult, if not impossible, to ascertain. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against the ANLBC and that equitable relief by way of specific performance or injunction is the only appropriate remedy for the enforcement of this Agreement, notwithstanding the provisions for liquidated damages provided elsewhere in this Section 5. In amplification and not in limitation of the foregoing, the County, WVID and Developer acknowledge and agree that, upon discovery of a Non-Relocation Default, or the threat of a Non-Relocation Default, the County and WVID shall promptly communicate with each other and shall cooperatively and jointly seek equitable relief before attempting to avail themselves of the liquidated damages provision set forth in Section 5.2, provided that equitable relief is a remedy available and enforceable at the time of the Non-Relocation Default. Notwithstanding the prior sentence, the County agrees that time is of the essence in responding to the occurrence or threat of a Non-Relocation Default and agrees to take reasonable steps to timely prepare and file a complaint for injunctive relief, and seek a temporary restraining order and/or other immediate injunctive relief, against ANLBC upon discovering the occurrence or threat of a Non-Relocation Default. Upon the occurrence of any other breach or misrepresentation in this Agreement by ANLBC, the County and WVID shall cooperatively discuss the joint pursuit of the remedies set forth in Section 5.1, Section 5.2, or to the extent applicable, Section 5.3. WVID and Developer shall each have the option to individually pursue the remedies set forth in Section 5.1, Section 5.2, or Section 5.3 (in each case, as applicable).

5.1 **Declaratory or Injunctive Relief**. Upon the occurrence of an ongoing Non-Relocation Default, the County and WVID shall cooperate in a joint effort to seek injunctive relief prohibiting or mandating action by ANLBC in accordance with, or declaratory relief with respect to, the Non-Relocation Covenants. ANLBC agrees that, in the event of any of the actual or threatened (in the reasonable opinion of the County and WVID) breach by ANLBC of any one of the Non-Relocation Covenants (i) the County and WVID shall be entitled to seek and obtain, a temporary restraining order, together with temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction, to restrain or enjoin any actual or threatened breach by ANLBC of any Non-Relocation Covenant without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any Non-Relocation Covenant by ANLBC, the balance of hardships would weigh in favor of entry of injunctive relief, and (iii) the County and WVID may, jointly or individually, enforce any Non-Relocation Covenant contained in this Agreement through specific performance. The Parties hereby agree and irrevocably stipulate that (a) the rights of the County and WVID to injunctive relief pursuant to this Non-Relocation Agreement shall not constitute a "claim" pursuant to Section 101(5) of the Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving ANLBC, (b) this Agreement is not an "executory contract" as contemplated by Section 365 of the Bankruptcy Code, and (c) action(s) taken by the County and WVID pursuant to this Section 5.1 shall not in any way prejudice any

other rights or remedies that the County or WVID may have under Section 5.2 or Section 5.4 of this Agreement or under the other Operative Agreements if a court of competent jurisdiction fails to provide injunctive or other equitable relief prohibiting ANLBC's violation of the Non-Relocation Covenants or, in the case of the remedies set forth in Section 5.4, fails to award Liquidated Damages under Section 5.2; provided, that ANLBC shall be obligated to pay the costs of litigation and any additional costs incurred by the County and WVID in enforcing its rights under this Agreement, and ANLBC shall comply with any and all provisions under the Operative Agreements until such time the Operative Agreements are terminated.

5.2 **Liquidated Damages.** ANLBC acknowledges and agrees that, if upon the occurrence of a Non-Relocation Default, in the event equitable relief is not granted by a court of competent jurisdiction for any reason or is otherwise unavailable, the payment by ANLBC of liquidated damages is the next most appropriate remedy. Therefore, in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5.1 above, ANLBC shall pay Liquidated Damages to the County, WVID and Developer; provided, however, that in no event may the County, WVID or Developer seek or obtain such Liquidated Damages or any portion thereof if the actions taken by ANLBC in contravention of the Non-Relocation Covenants occur after the expiration of the Non-Relocation Term. Notwithstanding anything to the contrary herein, the Parties acknowledge the amount designated as Liquidated Damages does not constitute the full amount of damages the County, WVID and Developer would suffer as a result of a Non-Relocation Default, and further, that the allocation of Liquidated Damages as between County, WVID and Developer will be based on the respective amounts established for the County, WVID and Developer identified in the definition of Liquidated Damages in Section 1 above. Furthermore, in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5.1 above, in compliance with Section 288.11631(2)(a)2., ANLBC shall reimburse the State of Florida for state funds expended by WVID under such section if ANLBC relocates before this Agreement expires; however, if the State Sales Tax Payment Bonds were issued to construct the Facility for a spring training franchise, the required reimbursement must be equal to the total amount of state distributions expected to be paid from the date ANLBC breaks this Agreement with WVID through the final maturity of the State Sales Tax Payment Bonds.

5.3 **Other Breach.** In the event of any breach of or misrepresentation in this Agreement by ANLBC (other than a Non-Relocation Default subject to the remedies set forth in Section 5.1 or, if applicable, Section 5.2), or in the event of a Non-Relocation Default for which, notwithstanding the intent of the Parties, the County and WVID are unable to obtain the relief set forth in Section 5.1 or, if applicable, Section 5.2, the County, WVID and Developer, jointly or individually, shall have the right (i) to institute any and all proceedings or claims permitted by law or equity to recover any and all amounts necessary to compensate the County, WVID and Developer for all damages proximately caused by ANLBC's breach under this Agreement, and (ii) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to ANLBC's obligations under this Agreement and one or more actions to seek to obtain a temporary restraining order, together with such other temporary,



preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel ANLBC to comply with or refrain or cease from breaching or violating the terms, covenants and conditions.

#### 5.4 Termination.

5.4.1 Upon the entry of a Final Order with respect to a default by ANLBC, the County and WVID shall have the right, but not the obligation, to jointly give to ANLBC written notice of its intention to terminate this Agreement and all other Operative Agreements (a "Final Notice"), subject to ANLBC's continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. After the expiration of a period of ninety (90) days from the date such Final Notice is given, unless the default is cured, this Agreement and the other Operative Agreements may, at the jointly agreed option of the County and WVID, be terminated without liability to the County or WVID by delivery of further written notice to ANLBC, which termination shall be effective following the end of any then current Spring Training season, subject to ANLBC's continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. If, however, within such ninety (90) day period, ANLBC's default under Section 2 of this Agreement is cured, then this Agreement and the other Operative Agreements shall not terminate by reason of such Final Notice.

5.4.2 This Agreement, and all obligations of the Parties under this Agreement shall terminate without further action by, or liability to, any Party upon the expiration or termination of the Facility Operating Agreement for any reason expressly permitted under the Facility Operating Agreement; provided further that upon a termination of the Facility Operating Agreement by the County upon the entry of a Final Order that ANLBC has breached Section 2 of this Agreement, this Agreement shall only terminate as provided in Section 5.4.1 of this Agreement. For the avoidance of doubt, until the end of the Non-Relocation Term, ANLBC shall remain bound by, and shall not be relieved of, its obligations under this Agreement upon a termination by the County of the Facility Operating Agreement due to a breach of Section 2 hereof by ANLBC as described in the preceding sentence. Except for the provisions of this Agreement that are expressly to survive termination, and except as provided in this Section 5.4.2, in the event of a termination of this Agreement and the Facility Operating Agreement under Section 5.4 of this Agreement, then all obligations of the Parties under this Agreement and the Facility Operating Agreement shall also automatically terminate, except for those obligations which by their express terms survive the termination or expiration of this Agreement, as discussed herein, or the Facility Operating Agreement.

5.4.3 This Agreement, and all obligations of the Parties under this Agreement shall terminate without further action by, or liability to, any Party

upon the expiration or termination of the Development Agreement for any reason expressly permitted under such Agreement.

5.4.4 Termination of this Agreement, the Facility Operating Agreement, the Development Agreement or any combination thereof, shall not alter any existing claim of any Party for breaches of such agreement(s) occurring prior to such termination and the obligations of the Parties thereto with respect to such existing claims shall survive termination.

5.4.5 Any such termination shall not apply to any provisions in any agreements that impact the Facility Debt.

5.5 **Cumulative Remedies.** Except as expressly set forth in Section 5.1, Section 5.2 and Section 5.4 of this Agreement, each right or remedy of the County, WVID or Developer provided for herein shall be cumulative of and shall be in addition to every other right or remedy of the County, WVID and/or Developer provided for in this Agreement, and the exercise (or the beginning of the exercise) by the County, WVID or Developer of any one or more of the rights or remedies provided for in this Agreement, shall not preclude the simultaneous or later exercise by the County, WVID or Developer of any or all other rights or remedies provided for in this Agreement or the Facility Operating Agreement or hereafter existing at law or in equity, by statute or otherwise.

6. **Governing Law: Interpretation.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Agreement, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. Time is of the essence of this Agreement.

7. **Entire Agreement.** This Agreement constitutes the sole and entire agreement among the Parties with respect to this Agreement and supersedes all prior written or oral agreements among them relating to that subject matter, including, without limitation, the Term Sheet. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or other provision of this Agreement.

8. **Representations and Warranties.**

8.1 ANLBC hereby represents and warrants to the County and WVID as follows:

8.1.1 the execution, delivery and performance by ANLBC of this Agreement have been duly authorized by all necessary corporate action, and do

not and will not contravene or conflict with (i) the certificate of existence or bylaws of ANLBC, (ii) any provision of MLB Rules and Regulations, (iii) any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court having jurisdiction over ANLBC, or (iv) any loan agreement or other contractual restriction binding on or affecting ANLBC or any of its property or assets, except where any of the foregoing could not reasonably be expected to have a material adverse effect on ANLBC;

8.1.2 this Agreement is a legal, valid and binding obligation of ANLBC enforceable against ANLBC in accordance with its terms;

8.1.3 there is no known action, proceeding or investigation pending or, to the knowledge of ANLBC, affecting ANLBC, which may adversely affect the ability of ANLBC to fulfill and perform its obligations and its other undertakings under this Agreement. ANLBC is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement;

8.1.4 ANLBC is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Georgia; and

8.1.5 ANLBC is a member in good standing of MLB and is in compliance in all material respects with all applicable MLB Rules and Regulations which are relevant to the transactions contemplated herein.

8.2 County hereby represents and warrants to ANLBC and WVID as follows:

8.2.1 the execution, delivery and performance by County of this Agreement have been duly authorized by all necessary governmental action, and do not and will not contravene or conflict with any statutes, regulations, rules, agreements, charters, instruments, contracts, judgments, orders, stipulations, injunctions, decrees or other restrictions to which the County or its assets may be bound or affected;

8.2.2 this Agreement is a legal, valid and binding obligation of the County enforceable against County in accordance with its terms; and

8.2.3 there is no known action, proceeding or investigation pending or, to the knowledge of County, affecting County, which may adversely affect the ability of County to fulfill and perform its obligations and its other undertakings under this Agreement. County is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

8.3 WVID hereby represents and warrants to ANLBC and County as follows:

8.3.1 the execution, delivery and performance by WVID of this Agreement have been duly authorized by all necessary governmental action, and do not and will not contravene or conflict with any statutes, regulations, rules, agreements, charters, instruments, contracts, judgments, orders, stipulations, injunctions, decrees or other restrictions to which the WVID or its assets may be bound or affected;

8.3.2 this Agreement is a legal, valid and binding obligation of WVID enforceable against WVID in accordance with its terms; and

8.3.3 there is no known action, proceeding or investigation pending or, to the knowledge of WVID, affecting WVID, which may adversely affect the ability of WVID to fulfill and perform its obligations and its other undertakings under this Agreement. WVID is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

9. **Successors and Assigns: Third Party Beneficiaries.**

9.1 This Agreement shall bind ANLBC and its assigns and successors; provided that ANLBC shall not be entitled to transfer or assign its obligations hereunder without the prior written consent of the County and WVID, which consent shall be in their sole discretion and may be conditioned upon ANLBC's remaining liable under this Agreement if the County and WVID are not reasonably satisfied with the creditworthiness of the transferee; provided, further, however, that ANLBC may, without the prior written consent of the County or WVID, transfer and assign, whether via stock sale, merger, asset acquisition or otherwise, its obligations hereunder to any Person that acquires all or a majority of the outstanding stock or assets of ANLBC, including therewith the Team's Major League Baseball franchise upon receipt of MLB Approval (a "Transferee"), provided that (i) such Transferee assumes, in a writing reasonably satisfactory to the County and WVID, all of the obligations of ANLBC under this Agreement (unless such acquisition is in the form of a stock acquisition and ANLBC remains a Party to this Agreement), and (ii) such Transferee assumes all of the other obligations of ANLBC and its Affiliates under the other Operative Agreements. ANLBC shall provide the County and WVID written evidence of MLB Approval of the Transferee within ten (10) business days after ANLBC's receipt thereof.

9.2 This Agreement shall bind the County, WVID and their respective assigns and successors; provided that neither the County nor WVID may transfer or assign this Agreement or any of their respective rights and obligations hereunder without the prior written consent of ANLBC.

9.3 Developer may assign its rights hereunder as a whole in connection with an assignment of its rights under the Development Agreement and subject to the same conditions as are set forth in the Development Agreement. The assignment of obligations is not referenced in this Section 9.3 because Developer has no obligations under this Agreement.

9.4 Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than MLB, Developer (solely with respect to the terms creating rights in or which benefit Developer), the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement (other than MLB and Developer (solely with respect to the terms creating rights in or which benefit Developer)) to bring or maintain an action pursuant to or based upon this Agreement.

10. **Amendments; Waivers.** No modification, amendment or waiver of this Agreement or of any of its conditions or provisions shall be binding unless such modification, amendment or waiver is in writing and signed by the Parties, and that all necessary MLB Approvals have been obtained in advance thereof.

11. **Indemnification by ANLBC.** ANLBC shall indemnify and hold harmless the County, WVID and each and all of their respective directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants or any of them as their interests may appear (collectively, "**Government Indemnitees**") and Developer and Developer Guarantor and each and all of their respective directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants or any of them as their interests may appear, of, from and against all claims, fines, claim costs, charges and expenses, liabilities, suits, obligations, demands, actions, settlements, and judgments recovered from any of them, including attorneys' fees incurred to defend such claims (collectively, "**Losses**"), to the extent such Losses arise from any breach of this Agreement by ANLBC. To the extent applicable, any such indemnification shall be provided in accordance with the indemnification procedures set forth in Section 21 of the Facility Operating Agreement. ANLBC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ANLBC shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Government Indemnitees as herein provided.

12. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing herein shall be construed as a waiver of any limitations of liability applicable to WVID or the County as set forth in Section 768.28, Florida Statutes or other applicable law.

13. **Nonrecourse Liability of ANLBC Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement and except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), the ANLBC Personnel shall not in any way be liable under or with respect to this Agreement; no deficiency or other monetary or personal judgment of any kind shall be sought or entered against any of ANLBC Personnel with respect to liability under or with respect to this Agreement; no judgment with respect to liability under or with respect to this Agreement shall give rise to any right of execution or levy against the assets of any of ANLBC Personnel; and the liability of ANLBC under this Agreement shall be limited to the assets of ANLBC.

14. **Nonrecourse Liability of County and WVID Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement, no member, elected or

appointed official, officer, employee, agent, independent contractor or consultant of the County or WVID shall be liable to ANLBC, or any successor in interest to ANLBC, in the event of any default or breach by the County or WVID for any amount which may become due to ANLBC or any successor in interest to ANLBC under this Agreement, or on any other obligation under the terms of this Agreement, except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts).

15. **Notices.** Any notice, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered in person or sent by electronic mail (provided that any notice sent by electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier, or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section 15 to the other parties):

To ANLBC: Mr. Terry McGuirk  
CEO  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

With a copy to: Mr. Greg Heller  
Executive Vice President & Chief Legal Officer  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

To County: County Administrator  
1660 Ringling Blvd.  
Sarasota, FL 34236

With a copy to: County Attorney  
1660 Ringling Blvd.  
Sarasota, FL 34236

To WVID: C/o Special District Services  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens FL 33410  
United States of America  
Attn: District Manager

With a copy (which shall not constitute notice) to: O'Melveny & Myers LLP  
Times Square Tower  
7 Times Square  
New York, NY 10036  
Attention: Irwin Raij, Esq.

E-mail: [jraj@omm.com](mailto:jraj@omm.com)

With a copy (which shall not constitute notice) to:

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attention: Jonathan Johnson, Esq.  
E-mail: [jonathanj@hgslaw.com](mailto:jonathanj@hgslaw.com)

To Developer:

4901 Vineland Road, Suite 450  
Orlando, FL 328111  
Attention: Leslie Candes

With a copy (which shall not constitute notice) to:  
7350 Point of Rocks Road  
Sarasota, Florida 34242  
Attention: John Peshkin

With a copy (which shall not constitute notice) to:  
Williams Parker Harrison Ditz & Getzen  
200 South Orange Avenue  
Sarasota, FL 34236  
Attention: E. John Wagner, II, Esq.

16. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under any applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under any applicable Law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with Applicable Law, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement or the Facility Operating Agreement, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

17. **Counterparts**. If this Agreement is executed in several counterparts, each of those counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this \_\_ day of May, 2017.

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, a Georgia limited liability company

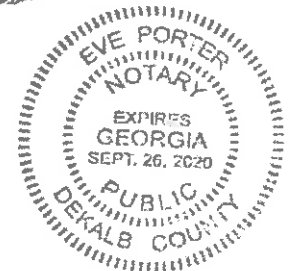
By: *Terence F. McGuirk*  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

STATE OF Georgia )  
 ) : SS:  
COUNTY OF Cherokee )

On the 22<sup>nd</sup> day of May in the year 2017, before me, the undersigned officer, personally appeared Terence F. McGuirk personally known to me or proved to me on the basis of satisfactory evidence to be the CEO of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

*Eve Porter*  
Notary



[SIGNATURES CONTINUED ON NEXT PAGE]



*Execution Version*

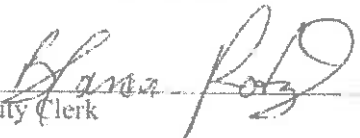
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 23<sup>rd</sup> day of May, 2017.

**SARASOTA COUNTY**, a charter county and political subdivision of the State of Florida

By:   
Name: \_\_\_\_\_  
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By:   
Deputy Clerk


Approved as to form and correctness

  
County Attorney, 36

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 15 day of May, 2017.

**WEST VILLAGES IMPROVEMENT DISTRICT,**  
an independent special district created pursuant to  
Chapter 189, Florida Statutes

By:   
Name: MARTIN L. SIRA  
Title: Chairman

**2.i.i.**

CONTRACT NO. 2017-205

~~BCC APPROVED~~ <sup>Execution Version</sup> 5-23-17

**FACILITY OPERATING AGREEMENT**

This Facility Operating Agreement ("Agreement") is made and entered into this \_\_\_ day of May, 2017, by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the "County") and Atlanta National League Baseball Club, LLC, a Georgia limited liability company ("ANLBC"). The County and ANLBC shall be referred to herein jointly as the "Parties" and each, individually, as a "Party".

**WITNESSETH:**

WHEREAS, ANLBC, County, the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended ("WVID"), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership ("Developer"), and Calben (US) Corporation, a Delaware corporation ("Developer Guarantor") have entered into that certain Letter of Intent and Term Sheet dated March 9, 2017 (collectively, the "Term Sheet");

WHEREAS, ANLBC is the owner and operator of a Major League Baseball franchise known as the Atlanta Braves (the "Team");

WHEREAS, per the terms of the Term Sheet, ANLBC, County, City, WVID, Developer and Developer Guarantor have set forth the material terms pursuant to which Developer shall contribute the Facility Site (as set forth below) and contribute certain offsite roadway improvements to facilitate ingress and egress to the Facility Site, and WVID will design, build, construct and finance a new Facility for Spring Training (as set forth below) and convey such Facility to the County upon receipt of all necessary permits and approvals for the lease of the facility to ANLBC and its use by the Team starting with the 2019 MLB Spring Training season;

WHEREAS, the Term Sheet contemplates that ANLBC and County will enter into this Agreement and as such this Agreement sets forth their full and complete understanding of the terms and conditions under which ANLBC will occupy, use, operate and manage the Facility;

WHEREAS, the Facility will serve the paramount public purpose of promoting tourism, gainful employment and economic growth within the City, the County, and the State of Florida;

WHEREAS, ANLBC is contemporaneously entering into a Non-Relocation Agreement as a material inducement to the County to enter into this Agreement; and

WHEREAS, the Parties desire that this Agreement set forth their full and complete understanding with respect to subject matter herein contained.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, ANLBC and County, each intending to be legally bound, do hereby mutually agree as follows:

1. Incorporation of Recitals. The above recitals are hereby confirmed as correct and incorporated herein by reference.

2. Definitions. As used herein, the following terms shall have the following meanings:

(a) **ANLBC Event** shall mean any and all events authorized, promoted and/or staged by ANLBC or by third party licensees of ANLBC at the Facility or the Facility Site hereunder which are not Home Games, including, without limitation, other sporting events, special events, concerts, festivals, fairs, attractions, corporate events, business conferences, conventions, community festivals, fantasy camps and/or other lawful activities.

(b) **Annual Fee** shall mean the annual fee payable by ANLBC in connection with this Agreement.

(c) **Annual Fee Confirmation** shall have the meaning set forth in Section 6(a) of this Agreement.

(d) **Braves Completion Deadline** shall mean January 15, 2019.

(e) **Capital Maintenance Fund** shall mean the capital maintenance fund maintained by the County for Capital Maintenance and Repairs for the Facility.

(f) **Capital Maintenance and Repairs** shall mean the provision of labor, services and materials reasonably necessary to maintain, repair, restore and/or replace, when reasonably necessary, all structural components (which may include, but not be limited to, foundations, footings, structural members, piers, columns, walls, roofs, ramps and steps), system components (which may include, but not be limited to, energy management and control programs, electrical components, heating and hot water systems, air conditioning, ventilating, plumbing, gas and water systems and escalators, elevators and dumb waiters) and/or integral parts (which may include, but not be limited to, drainage systems and light towers) of the Facility and/or the Facility Site of a character typically required to be capitalized under generally accepted accounting procedures, as a result of any damage, destruction, ordinary wear and tear or functional obsolescence, and including, but not limited to, those items set forth in Exhibit A-1 of this Agreement and expressly excluding Routine Maintenance.

(g) **City Events** shall have the meaning set forth in Section 5(d) of this Agreement.

(h) **City Use Agreement** shall mean that certain Use Agreement by and between ANLBC and the City for use of the main stadium portion of the Facility by the City for City Events.

(i) **Claim or Claims** shall have the meaning set forth in Section 20(a) of this Agreement.

(j) **CMF Funding Schedule** shall mean the contributions to the Capital Maintenance Fund pursuant to the Capital Maintenance Fund funding schedule (the “**CMF Funding Schedule**”) attached as **Exhibit B** hereto

(k) **Commencement Date** shall mean the date upon which Substantial Completion occurs.

(l) **Commissioner** shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

(m) **Comparable Spring Training Facilities** shall mean, when comparing the design, construction, maintenance and improvements of the Facility, MLB Spring Training facilities in Florida of reasonably comparable size, age and features, as determined by ANLBC.

(n) **County Bonds** shall mean those certain bonds to be issued by the County to meet the obligation to WVID to provide funding toward the construction of the Facility pursuant to the Term Sheet and the Development Agreement.

(o) **County Events** shall have the meaning set forth in **Section 5(d)** of this Agreement.

(p) **County-WVID Interlocal Agreement** shall mean that certain interlocal agreement by and between the County and WVID which sets forth each of the County’s and WVID’s rights and obligations in connection with the development, construction, ownership and funding of the Facility.

(q) **Deed Restriction** shall mean that certain Deed Restriction for that certain mixed-use project comprised of hospitality and/or residential and other components adjacent to the Facility Site, stating that any portion of the project that is within a quarter mile of the Facility will be built in accordance with (a) architectural guidelines designed to create an architectural theme that is consistent with the architectural theme of the Facility and (b) with commercially reasonable use restrictions having the intention of prohibiting material adverse effects on the use of the Facility as the Team’s spring training facility.

(r) **Defaulting Party** shall have the meaning set forth in **Section 31(a)** of this Agreement.

(s) **Default Rate** shall have the meaning set forth in **Section 31(b)** of this Agreement.

(t) **Developer Events** shall have the meaning set forth in **Section 5(d)** of this Agreement.

(u) **Developer License Agreement** shall mean that certain Use Agreement by and between ANLBC and the Developer for use of the main stadium portion of the Facility by the Developer for the Developer Events.

(v) **Development Agreement** shall mean that certain Development Agreement by and among ANLBC, the County, City, WVID, Developer and Developer Guarantor in connection with the development and administration of the Facility and the facilities and other property as described therein on the Facility Site.

(w) **Discretionary Improvements** shall have the meaning set forth in Section 15(a) of this Agreement.

(x) **Drainage License Agreement** shall mean the agreement between the County, ANLBC, WVID and Developer setting forth the rights, duties and obligations of the parties with regard to the Stormwater Management Facilities (as defined in the Drainage License Agreement) and the Stormwater Site (as defined in the Drainage License Agreement), and providing all rights necessary for the required drainage of the Facility and the Facility Site.

(y) **Emergency** shall mean condition which (1) involves a danger to public health or safety, (2) is likely to result in immediate, substantial damage to the Facility or the Facility Site or (3) is sudden and immediate and if not quickly cured would have a material impact on ANLBC's ability to use and operate the Facility.

(z) **Extension Term** shall have the meaning set forth in Section 3(c) of this Agreement.

(aa) **Facility** shall mean a professional sports franchise facility for spring training of a Major League Baseball team, including a stadium, training facilities, practice fields, clubhouses, administrative and operational facilities, dedicated on-Facility Site parking areas, and other appurtenances and improvements, intended for use by the Team and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Facility Site and any off-Facility Site improvements required for regulatory approval.

(bb) **Facility Debt** shall mean the WVID Debt (as defined below) together with the State Sales Tax Payments Bonds (as defined below).

(cc) **Facility Site** shall mean that certain tract of land situated in Sarasota County, Florida, as generally set forth in Exhibit C attached hereto and incorporated herein by reference, and all physical improvements thereto pursuant to the Program Requirements. For the avoidance of doubt, the Facility Site shall not include the Stormwater Site (as defined in the Drainage License Agreement). The Parties agree that the legal description of the Facility Site may be refined in the Development Agreement and agree that the final agreed legal description shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion consistent with the Development Agreement.

(dd) **FF&E** shall mean the furniture, fixtures and equipment utilized in connection with the Facility and which are not deemed to be Trade Fixtures.

(ee) **Florida State League** shall mean the minor league baseball league currently operating in Florida, and known as the Florida State League.

(ff) **Force Majeure** shall mean shall mean acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the County, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

(gg) **Governmental Authority or Governmental Authorities** shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Facility or Facility Site and any Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Facility or Facility Site.

(hh) **Grapefruit League** shall mean the collection of Major League Clubs that are located in Florida and compete in Spring Training games each year.

(ii) **Gulf Coast League** shall mean the minor league baseball league currently operating in Florida, and known as the Gulf Coast League.

(ij) **Home Game** shall mean all baseball games played in the Facility involving the Team or its players as a participant during Spring Training, extended spring training games, Gulf Coast League games (if applicable), Florida State League games (if applicable) and instructional league games (if applicable), if and as applicable.

(kk) **Major League Baseball or MLB** shall mean, depending on the context, any or all of (i) the Office of the Commissioner of Baseball, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

(ll) **Major League Baseball Club or Major League Club** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(mm) **Major League Constitution** shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.



(nn) **Minor League Baseball or MiLB** shall mean the National Association of Professional Baseball Leagues which is the governing body of professional minor league baseball.

(oo) **MLB Agency Agreement** shall mean the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the Office of the Commissioner of Baseball (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

(pp) **MLB Approval** shall mean, with respect to the Major League Clubs, the Commissioner of Baseball, or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

(qq) **MLB Entity** shall mean each of the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective past, present or future affiliates, assigns or successors.

(rr) **MLB Governing Documents** shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the Office of the Commissioner of Baseball, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the Office of the Commissioner of Baseball, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.

(ss) **MLB Rules and Regulations** shall mean (x) the MLB Governing Documents, (y) any present or future agreements or arrangements entered into by, or on behalf of, the Office of the Commissioner of Baseball, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (z) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the Office of the Commissioner of Baseball or any other MLB Entity as in effect from time to time.

(tt) **Multipurpose Fields** shall mean the grass fields comprising a portion of the Facility Site used for a multitude of public recreational events and as overflow parking for the Facility as generally depicted on Exhibit D. The Parties agree that the Multipurpose Fields may be refined in the Development Agreement and agree that the final agreed description of the Multipurpose Fields shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion consistent with the Development Agreement.

(uu) **Non-Relocation Agreement** shall mean that certain Non-Relocation Agreement dated as of the date hereof by and between ANLBC, the County and WVID governing ANLBC's obligations to use the Facility as the sole spring training facility of the Team pursuant to the terms thereof, as the same may be amended or supplemented from time to time.

(vv) **Non-Relocation Default** shall have the meaning set forth in the Non-Relocation Agreement.

(ww) **Office of the Commissioner of Baseball** shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

(xx) **Operative Agreements** shall mean, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City Use Agreement; (v) the Developer License Agreement, (vi) the County-WVID Interlocal Agreement; (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

(yy) **Person or Persons** shall mean any natural person, sole proprietorship, corporation, association, partnership, trust, limited liability company, limited liability association, unincorporated association or organization, joint venture, joint stock company, Governmental Authority, political subdivision or any other entity.

(zz) **Program** shall mean the design and construction requirements for the Facility and the Facility Site as more particularly set forth in the Development Agreement. The Program Requirements shall be subject to modification and adjustment as set forth in the Development Agreement.

(aaa) **Project Budget** shall mean the budget of the costs to construct the Facility, as updated by the District from time to time, more particularly set forth in the Development Agreement.

(bbb) **Public Plaza** shall mean the entry plaza to the Facility as generally depicted on Exhibit D. The Parties agree that the Public Plaza may be refined through the Parties' participation in the Development Agreement and agree that the final agreed description of the Public Plaza shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion.

(ccc) **Routine Maintenance** shall mean the provision of labor, services and materials for the Facility and/or Facility Site, conducted in a manner otherwise reasonably necessary to (a) maintain the Facility and/or Facility Site in good, clean working order and repair and (b) conduct routine and preventative maintenance consistent with MLB industry standards for facility maintenance of Spring Training facilities in Florida, normal wear and tear excepted, and which are of a routine, regular and predictable nature given the age and useful life of the Facility and/or Facility Site, and the manner in which they have been utilized, and including, but not limited to, those items set forth in Exhibit A-2 of this Agreement.

(ddd) **Spring Training** shall mean, as to each calendar year of the Term, the regular annual training period during winter and early spring of any year during which the Team prepares for an upcoming MLB season, and shall be deemed to include time reasonably required for (i) the preparation of the Facility, (ii) planning for the start of Spring Training, (iii) additional minor league player training prior to the commencement of the minor league season, and (iv) a period for the “winding down” of Spring Training activities by the Team, It is anticipated by the parties that the foregoing timeframe will be from approximately January 15 to approximately April 15 of each calendar year.

(eee) **Spring Training Program Agreement** shall mean the Spring Training Program Agreement between the Florida Department of Economic Opportunity and WVID relative to the State Sales Tax Payments Bonds as the same may be amended or supplemented from time to time.

(fff) **State Sales Tax Payments Bonds** one or more series of revenues bonds on a taxable or tax-exempt basis that the District shall issue, payable from state funding received from the State of Florida pursuant to Section 288.11631, Florida Statutes relating to the Facility.

(ggg) **Substantial Completion** shall mean the occurrence of all of the following: (i) the design professional has delivered to the Parties a certificate certifying that the Facility has been substantially completed subject to the completion of minor punch list items that do not materially affect the use or occupancy of the Facility, (ii) all required governmental inspections and certifications have been made and posted and all necessary MLB Approvals have been obtained, and (iii) a temporary or permanent Certificate of Occupancy has been issued in respect of the Facility; provided that the Certificate of Occupancy shall be delivered to ANLBC promptly following its issuance.

(hhh) **Term** shall have the meaning set forth in Section 3(a) of this Agreement.

(iii) **Termination Events** shall have the meaning set forth in Section 31(d) of this Agreement.

(jjj) **Third Party Events** shall have the meaning set forth in Section 5(d) of this Agreement.

(kkk) **Trade Fixtures** shall mean, collectively, fixtures that are not part of the Program Requirements (as set forth in the Development Agreement) and are funded solely by ANLBC (i.e., not from the Capital Maintenance Fund), and which are not integral to the operation of the Facility as an MLB Spring Facility, but rather are supplemental or additive to the Facility and are capable of removal.

(lll) **WVID Debt** shall mean one or more series of revenue bonds, notes or other form of indebtedness on a taxable or tax-exempt basis that the District shall issue, payable from the City Contribution (as will be more specifically described in the Development Agreement), Developer Contribution (as will be more specifically described in the Development Agreement) and Annual Fee.

### 3. Term.

(a) Subject to the satisfaction of the conditions precedent set forth below, the "Term" of this Agreement shall commence as of the Commencement Date and shall continue until December 31, 2048 provided Substantial Completion has occurred by February 1, 2019. In the event that Substantial Completion has not occurred by February 1, 2019, the Term of this Agreement shall automatically extend for an additional year and run from the Commencement Date until December 31, 2049. The effectiveness of this Agreement is additionally subject to satisfaction of each of the following conditions precedent:

(i) The State of Florida, pursuant to Section 288.11631, Florida Statutes, approving the funding for the Facility and Facility Site as contemplated in the Term Sheet and entering into the Spring Training Program Agreement with the WVID;

(ii) Developer conveying the Facility Site (as will be more specifically described in the Development Agreement) to WVID;

(iii) WVID conveying fee title to the Facility and the Facility Site to the County and entering the Drainage License Agreement with the County, ANLBC and Developer;

(iv) The execution of the Development Agreement by November 30, 2017; and

(v) The receipt of MLB Approval of this Agreement.

(b) Each Party shall have the right to terminate this Agreement in the event that the Development Agreement has been terminated prior to November 30, 2017; provided that any such termination shall not apply to any provisions in any agreements that impact the Facility Debt. Each Party shall have the right to terminate this Agreement in the event that funding has not been received by December 31, 2017 unless WVID has acquired temporary financing. However, if permanent funding for the project is not in place by February 28, 2018, each Party shall have the right to terminate this Agreement. ANLBC shall have the right to terminate this Agreement in the event Substantial Completion has not occurred by February 1, 2020.

(c) The Term may be extended at the option of ANLBC for two (2) separate, but consecutive, periods of five (5) years each (each, an "Extension Term"). In order to exercise the first five (5) year Extension Term, ANLBC must provide written notice to the County on or before at least one (1) year prior to the end of the initial Term. In order to exercise the second five (5) year Extension Term, ANLBC must provide written notice to the County on or before at least one (1) year prior to the end of the first Extension Term. ANLBC and the County shall have no obligations to fund the Capital Maintenance Fund during any years of any Extension Term.

4. Ownership of the Facility and/or the Facility Site. Upon conveyance of fee title from WVID to the County, the Facility and the Facility Site shall be owned in fee simple by the County and ANLBC shall not have any ownership interest in the Facility and/or the Facility Site. Notwithstanding the foregoing, it is understood that if any Trade Fixture or other improvement to the Facility is owned by ANLBC and is capable of removal at the end of the Term, then ANLBC shall retain ownership thereof and have the right to remove and dispose of such improvement as it deems appropriate in accordance with Section 16 of this Agreement.

5. Use of the Facility and the Facility Site.

(a) Exclusive Use. Except as otherwise specifically set forth herein, in accordance with the terms and conditions of this Agreement, ANLBC shall have the exclusive right and obligation to use, manage, operate and permit designated third parties to use the Facility and the Facility Site for all purposes allowable under and in compliance with all applicable laws during the Term and any Extension Term including, without limitation, the exclusive right and obligation to exhibit, market and promote, schedule and play Home Games in the Facility, to authorize, market and promote and/or stage ANLBC Events at the Facility and the Facility Site in accordance with all applicable laws, and enter into contracts, retain vendors and otherwise take all other actions reasonably necessary and desirable to exploit the exclusive rights set forth herein, as long as such events and actions do not materially and adversely interfere with the principal purpose of the Facility as an MLB Spring Training Facility. The exclusive rights of ANLBC or its permitted assignees and/or sub-licensees hereunder shall include, without limitation, the following rights:

(i) During Spring Training, and subject to MLB Rules and Regulations which the County acknowledges may result in a reduction of Home Games, ANLBC shall have the right and obligation to exhibit, promote, schedule and play or conduct at least fifteen (15) Grapefruit League Home Games in the main stadium with at least two (2) such games scheduled to begin after 6:00 pm, between the Team and another Major League Club, to conduct practices (including, without limitation, during Spring Training, extended Spring Training, Gulf Coast League (if applicable), Florida State League (if applicable), and instructional league (if applicable)), clinics, promotions and fan activities and to set the terms, conditions, pricing and parameters of admittance thereto (provided, however, that this paragraph shall not limit the Team from hosting a limited number of games in other locations pursuant to the Non-Relocation Agreement). The County acknowledges that (a) Home Games may be postponed or cancelled because of inclement weather or poor playing field conditions, (b) In the event of inclement weather or poor playing field conditions, ANLBC shall have sole authority to determine whether a Home Game is played and (c) ANLBC shall have sole authority to determine whether a Home Game not played because of inclement weather or poor playing field conditions is rescheduled;

(ii) Outside of Spring Training, ANLBC shall also have the right and obligation to exhibit, promote, schedule and play or conduct Home Games for extended Spring Training, Gulf Coast League (if applicable), Florida State League (if applicable), and instructional league (if applicable), to conduct practices (including, without limitation, extended Spring Training, Gulf Coast League, Florida State League (if applicable), and instructional league (if applicable)), clinics, promotions and fan activities and to set the terms, conditions, pricing and parameters of admittance thereto (provided, however, that this paragraph shall not limit the Team from hosting a limited number of games in other locations pursuant to the Non-Relocation Agreement);

(iii) The right and obligation to exhibit, conduct, authorize, market and promote and/or stage ANLBC Events and to set the terms, conditions, pricing and parameters of admittance thereto;

(iv) The right to license and operate luxury suites, club suites, party suites, stadium clubs, dining clubs, bars and other premium areas on a year-round basis;

(v) The right to license and operate any and all bars, restaurants, food courts, food service facilities, food trucks, game rooms, business centers and/or other retail and entertainment facilities or enter into liquor, food service or other licenses in connection with any such facilities;

(vi) The right to establish the prices, rates, fees or other charges for goods, services or rights, including, without limitation, concessions and ticket charges;

(vii) The right to license and operate a Team or third-party retail merchandise store or stores;

(viii) The right to license and operate the sale of food, alcoholic beverages, non-alcoholic beverages, souvenirs and other items normally considered "concessions" for a professional sports team or in connection with other permitted events;

(ix) Subject to compliance with all applicable laws and regulations, the right to display, control, conduct, license, permit, sell and enter into agreements regarding the display of advertising, sponsorship and promotional activity, signage, designations (including "pouring rights" or similar designations), rights of exclusivity and priority, and messages and displays of every kind and nature, whether now existing or developed in the future, including but not limited to permanent, non-permanent and transitory signage or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment (such as scoreboard or canopy advertising) whether within or on the exterior of the Facility or elsewhere in or around the Facility or the Facility Site; audio or video public address advertising and message board advertising; programs; virtual advertising; sponsor-identified projected images; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel engaged in the operation of any Facility event; logos, slogans, uses of trademarks or other forms of advertising affixed to or included with cups, hats, clothing, baseball equipment or other items; field-related advertising; and other concession, promotional or premium items; provided, however that any such activity shall comport with community standards of decency;

(x) The right to own and license the Facility and Facility Site name, and the rights to create, use, promote and commercialize any representation of the Facility or the Facility Site, in whole or in part, or the name or contents thereof, for licensing, promotional, publicity, general advertising and other suitable purposes, including, without limitation, the creation, use, promotion and commercialization of text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or later developed, and all other rights of marketing and advertising, exploitation, in any format, now known or later developed, and associated promotional opportunities; provided, however that any such activity shall comport with community standards of decency and subject to the terms and conditions of Section 9 below;

(xi) The right to license any and all trademarks, service marks, copyrights, names, symbols, words, logos, colors, designs, slogans, emblems, mottos, brands, designations, trade dress, domain names and other intellectual property (and any combination thereof) in any tangible medium;

(xii) The right to transmit, broadcast, telecast, cablecast, webcast, stream, podcast, e-mail, distribute or otherwise disseminate, via any forms of technology or communication now known or hereafter created, all Facility games and events, and all data and information related thereto, for preserving, transmitting, disseminating or reproducing for hearing or viewing Facility games and events and descriptions or accounts of or information with respect to Facility games and events, including via internet, radio, television broadcasting, print, film, photograph, video, tape reproduction, satellite, closed circuit, cable, digital, broadband, DVD, satellite, pay television and all comparable media now existing or hereafter developed;

(xiii) The right to license or otherwise contract regarding the use of space on the roof or in other locations with telecommunications service providers for the permanent placement of antennae and equipment, subject to review and approval by the County Administrator (such approval not to be unreasonably conditioned, withheld or delayed) and compliance with all applicable laws and regulations;

(xiv) The right to operate the Team's offices which may include, in ANLBC's sole discretion, relocating its scouting and player development operations to the Facility;

(xv) The right to license, manage and operate all parking areas on the Facility Site (including, without limitation, an exclusive Team parking area to be agreed and designated by the Parties in a written agreement prior to Substantial Completion) and set all parking fees associated therewith, excluding parking associated with Third Party Events;

(xvi) The right to employ or retain (as agents, employees or independent contractors), suspend, terminate, supervise and control, in accordance with applicable laws, all personnel (whether full-time, part-time or temporary) that ANLBC determines to be necessary, including, without limitation, ticket sellers, ticket takers, ushers, medical personnel, maintenance crews and security personnel (other than public safety personnel), and determine the compensation, benefits and other matters in connection with such personnel;

(xvii) The right to market and promote events and identify and contract with all contractors and vendors in connection with the ticket operations, concessions and advertising relating thereto;

(xviii) The right to control the issuance of all credentials for events at the Facility, other than Third Party Events; and

(xix) The right to license, operate and conduct such other lawful activities associated with MLB, Minor League Baseball, the Team or its business.

(b) Right to Sublicense. ANLBC shall be permitted to enter into contracts or licenses, retain vendors and otherwise take all other actions necessary and desirable to utilize the

exclusive rights set forth herein including, without limitation, the right to sublicense ANLBC's operational rights to the owner of a Florida State League team with which ANLBC has a professional development contract, provided the same are lawful and are within the scope of this Agreement. Notwithstanding the exercise of any rights to sublicense, ANLBC shall remain responsible to the County under this Agreement.

(c) All Areas. Other than during Third Party Events and public use of the Public Plaza and the Multipurpose Fields as described in Section 5(e) below, ANLBC shall have the exclusive right to use and possess all areas of the Facility and the Facility Site during the Term (and any Extension Term) of this Agreement subject to the County's limited right to enter and inspect the Facility for reasonable purposes from time to time during normal business hours and following the delivery of prior notification to ANLBC. The County shall fully and promptly restore any damage to the Facility or the Facility Site in connection with such entry and inspection.

(d) County Events, City Events and Developer Events.

(i) During the Term, the County shall have the right to use the main stadium portion of the Facility and such other areas of the Facility as ANLBC and the County may mutually agree but excluding ANLBC's offices and the major and minor league clubhouses, for up to ten (10) civic-oriented non-profit events (not to exceed twenty (20) calendar days total but subject to a potential increase in the number of days per Section 5(d)(iv) below if agreed to by ANLBC) (the "County Events") per year outside of the Braves' Spring Training season (and the County has authorized the City to use up to three (3) of those County Events, not to exceed six (6) calendar days total but subject to a potential increase in the number of days per Section 5(d)(iv) below if agreed to by ANLBC) (the "City Events"), for City-sponsored civic oriented non-profit events). Developer shall have the right to conduct up to five (5) events per year utilizing the main stadium portion of the Facility and such other areas of the Facility as ANLBC and the Developer may mutually agree but excluding ANLBC's offices and the major and minor league clubhouses (not to exceed ten (10) calendar days total) (the "Developer Events"). The County Events, City Events and Developer Events are collectively referred to herein as the "Third Party Events". In no event may any of the Third Party Events take place during the time period from January through the conclusion of Spring Training. ANLBC and the City will enter into the City Use Agreement prior to the Commencement Date which shall set forth the terms and conditions of the City's use of the Facility for the City Events. ANLBC and the Developer will enter into the Developer License Agreement prior to the Commencement Date which shall set forth the terms and conditions of the Developer's use of the Facility for the Developer Events. Both the City Use Agreement and Developer License Agreement shall be subject to the County approval and shall require insurance in the amounts set forth in Exhibit E that names the County as an additional insured for all City and Developer Events.

(ii) ANLBC (or its sublicensed vendors) will be responsible for staffing, managing, and operating the Facility (including set-up, trash and litter clean-up, utilities, and a five percent (5%) administrative fee) during all Third Party Events, and the County, City or Developer, as applicable, shall, unless otherwise agreed, be responsible for paying ANLBC its direct costs associated with such staffing, managing and operating (including set-up, trash and litter clean-up, utilities, and a five percent (5%) administrative fee).



(iii) Except for reimbursement of expenses incurred by ANLBC in connection with the staffing of Third Party Events as set forth above, the County, City or Developer, as appropriate, shall have the right to retain all revenues from such Third Party Events.

(iv) Prior to each Spring Training Season, but no later than November 30 of the year preceding such Spring Training Season, representatives of ANLBC, the County, City and Developer shall meet to discuss and agree in writing upon the dates when each of the County, City and Developer may use the main stadium portion of the Facility for Third Party Events, such dates and events subject to ANLBC's prior, written approval in its reasonable discretion, not to be unreasonably withheld, delayed or conditioned, in each instance and the County, City and the Developer acknowledge and agree that ANLBC planned events (which include, without limitation, Home Games and ANLBC Events) have priority over Third Party Events. Notwithstanding the foregoing, ANLBC agrees in good faith to reasonably allow proposed modifications to the agreed upon schedule of Third Party Events subject to proposed and anticipated ANLBC Events at the Facility. The reasonableness of such modifications is to be determined in light of the justification of the requesting party for the schedule modification, the timeliness of the schedule modification request, and the frequency of schedule modification requests.

(v) The County is self-insured for all liability claims and related expenses pursuant to Section 768.28, Florida Statutes. The City Use Agreement and the Developer License Agreement shall have indemnification obligations of the City and the Developer related to City Events and Developer Events, respectively.

(vi) In no event shall the County, City or Developer be permitted to use the Facility Site in a manner that causes or may cause any material damage to any playing surface or any part of the Facility Site (e.g., football games, rodeos, tractor pulls, etc.) unless otherwise approved in writing by ANLBC. Any damage to the Facility Site or playing surface occurring during Third Party Events caused by someone other than ANLBC, shall be immediately repaired by the responsible user (the County, City or Developer, as applicable), at the sole expense of such Party to the condition the Facility Site was in prior to the Third Party Event. The use of the Facility Site for Third Party Events shall include the public portions of the Facility and the Facility Site, the playing surface and the media areas. ANLBC will also consider the County requests to open other areas of the Facility and the Facility Site (excluding ANLBC's offices and exclusive Team parking areas) for use during City and County Events provided that such use will not conflict with ANLBC's ongoing operations and the opening of such other areas shall be in ANLBC's sole and reasonable discretion.

(e) Additional Benefits and Use of Public Plaza and Multipurpose Fields.

(i) ANLBC agrees to make available, during each Braves' Spring Training season during the Term, six (6) season tickets between the dugouts (in groups of two (2) and four (4)), a suite for two (2) games (food and beverage excluded) and two (2) parking passes to the County. The luxury suite, tickets and parking provided to the County hereunder shall be used for tourism promotion and economic development purposes.

(ii) During the Term, ANLBC agrees that the City, the County, WVID and the general public will have access and use of the Public Plaza and the Multipurpose Fields at times when there is not a Home Game, an ANLBC Event, or a conflicting Third Party Event, and provided such access and use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility. To maximize the public use of the Public Plaza and the Multipurpose Fields, ANLBC, the County, the City, and WVID shall communicate on a quarterly basis to create a schedule of proposed organized City, the County, and WVID use of the Public Plaza and the Multipurpose Fields for the following quarter. Certain organized use of the Public Plaza and/or the Multipurpose Fields by the City, County and/or WVID, as applicable, will require access to and use of restrooms by the general public, which will require advance coordination with ANLBC. As part of the quarterly communication process described above, the City, County and WVID shall each identify the times when their respective planned use of the Public Plaza and/or the Multipurpose Fields will require the use of restrooms. ANLBC agrees to make restrooms open and accessible for the coordinated organized public uses when the need is identified by the City, County or WVID provided such access and use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility and provided further, that the City, the County, or WVID, as applicable, shall be responsible for the cleaning and maintenance of such public restrooms in connection with such public use. The County acknowledges that ANLBC Home Games, ANLBC Events and ANLBC's general business and baseball operations at the Facility and the Facility Site shall take scheduling priority over the County's, the City's, WVID's and the general public's use of the Public Plaza and the Multipurpose Fields. It is expressly agreed that outside of Home Games, ANLBC Events, conflicting Third Party Events, and organized City, the County, or WVID use of the Public Plaza and the Multipurpose Fields, the Public Plaza and Multipurpose Fields will be open to use by the general public to enhance the role of the Facility and the Facility Site in the betterment of the community provided such use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility. To the extent permitted by applicable law, the County, City, and WVID, as applicable, shall be responsible for the prompt and complete restoration of any damage caused to the Public Plaza or the Multipurpose Fields during such public use.

(iii) Depending on the nature of the event and/or activity taking place in the Public Plaza and/or the Multipurpose Fields, ANLBC and the County will discuss in good faith requiring participants in the County and/or City recreational programs to sign a release of liability waiver prior to participating in such events and/or activities

#### 6. ANLBC Financial Commitments.

(a) Annual Fee. ANLBC shall pay to WVID an Annual Fee, the initial payment due on the earlier of (a) Substantial Completion or (b) thirty (30) days prior to the District's first Debt Service Payment, in an amount equal to the outstanding annual debt service on the WVID Debt, excluding the City Contribution and Developer Contribution, issued to fund the construction of the Facility, with the amount of the Annual Fee payments to be made by ANLBC hereunder to be set forth in a definitive written agreement signed by ANLBC, WVID and the County, each acting in good faith (the "Annual Fee Confirmation"). The Annual Fee

shall be paid in two (2) equal annual payments, with such payments due thirty (30) days prior to the time WVID's two (2) annual debt service payments are due on the Facility as set forth in the Annual Fee Confirmation. The amount of the Annual Fee shall not be subject to increase without an updated and revised Annual Fee Confirmation executed by ANLBC and the County. In the event the actual cost of the Facility is less than the Project Budget, the Annual Fee shall be reduced, recalculated, and pro-rated, and shall be agreed upon in writing by ANLBC and the County in an updated and revised Annual Fee Confirmation based on the corresponding reduction in debt service needed to service the debt on the WVID Debt. The Annual Fee shall be used solely to fund scheduled debt service on the WVID Debt, and is to be paid by ANLBC to WVID for payment on the debt service on the WVID Debt.

(b) Concessionaire Allocation of Annual Fee. The Parties acknowledge and agree that 15% of the Annual Fee reflects ANLBC's use of the Facility for the purpose of operating food and drink concessionaire services within the premises, and 85% of the Annual Fee reflects ANLBC's use of the remaining facilities comprising the Facility. ANLBC shall be solely responsible to defend the allocation to the Florida Department of Revenue pursuant to Section 17(b) hereof and to pay the taxes imposed by the applicable Governmental Authority.

(c) Extension Term Fee. During any Extension Term, ANLBC will pay an annual payment of \$250,000 to the County on or before February 1 of each year of the Extension Term, which will be reinvested in the Facility as mutually agreed by ANLBC and the County.

(d) ANLBC FF&E. ANLBC shall be responsible for FF&E it deems necessary for installation at the Facility to operate the Team and to otherwise operate and manage the Facility. Such FF&E will include initial purchase of Facility scoreboard and scoreboard support structures, control room equipment and non-permanent concessions equipment but will not include concession stand build out (including permanent fixtures such as hoods and sinks which are included in the Project Budget). With the exception of the main scoreboard and associated scoreboard support structures, all FF&E paid for by ANLBC shall remain the property of ANLBC and may be removed by ANLBC at the conclusion of the Term. Any damage caused due to the removal of such FF&E shall be repaired diligently at the sole cost and expense of ANLBC.

## 7. Completion.

(a) Braves Completion Deadline. Per the terms of the Term Sheet, WVID has agreed to use commercially reasonable efforts to achieve Substantial Completion and receive all necessary approvals for the intended purpose of the Team conducting Spring Training operations and playing Spring Training games at the Facility on or before the Braves Completion Deadline.

(b) ANLBC Remedies. The County acknowledges and agrees that completion of the Facility on time is of great importance to ANLBC. No liability shall accrue to the County under this Agreement if the Braves Completion Deadline is not met, except if as a result of a material default by the County of its obligations hereunder or under the Operative Agreements, in which case the County shall assist ANLBC with finding an alternative temporary Spring Training site reasonably acceptable to ANLBC until such time as the Facility is complete. If the Braves Completion Deadline is not met other than as a result of an uncured material breach by

ANLBC of the Development Agreement, and the County has issued the County Bonds and WVID has issued the Facility Debt, ANLBC shall begin making its Annual Fee payments as set forth at Section 6(a) above, but until the Team is able to hold Spring Training operations and play Spring Training games at the Facility a pro rata portion of the Annual Fee (based on Spring Training Home Games missed) shall be reimbursed by WVID from financing reserves, if available, once sufficient for such reimbursement, if permitted under the Facility Debt documents. Any rights and remedies of ANLBC as a third party beneficiary under the architect agreement or construction management agreement, as applicable, and the right to reimbursement from any insurance proceeds it receives as an additional insured with respect to the foregoing shall be set forth in the Development Agreement.

8. Revenue Streams. Except as specifically set forth in this Agreement with respect to Third Party Events, ANLBC shall have the sole and exclusive right to retain all revenues, fees, and other amounts generated by ANLBC pursuant to this Agreement from the use, operation and management, license and/or sublicense of the Facility and the Facility Site from all sources, whether now existing or developed in the future and whether or not currently contemplated by the Parties, including, without limitation, all revenues from the exclusive rights granted to ANLBC in Section 5(a)(i)-(xviii) above.

9. Naming and Sponsorship Rights. ANLBC agrees to consult in good faith with the County on the sale of the naming rights to the Facility and agrees it will not sell naming rights to the Facility to any entity engaged in any business involving tobacco, illegal activity, sexually suggestive conduct and/or obscene or pornographic materials. Otherwise, ANLBC shall have the exclusive right to sell naming rights to the Facility, and to retain all revenues derived from such sale. The County acknowledges that ANLBC reserves the exclusive right to sell sponsorship, entitlement and/or naming rights to other designated areas of the Facility and the Facility Site and to retain all revenues related to such sales for such other areas. Following receipt by the County of written notice from ANLBC of the name of the Facility, the County shall exclusively use the name or names given to the Facility or any portion thereof in all correspondence, communications, advertising, websites, social media and promotions the County may undertake or utilize with respect to the Facility, including all press releases and in connection with the promotion of any City Events, County Events or Developer Events, subject to ANLBC approval for each initial use (and provided that each subsequent use is consistent with the initial approval). The County shall include the name of the Facility on all directional or other signage that is installed by the County that refers to or identifies the Facility. ANLBC will include references to the name "the West Villages" or something similar when referencing the Facility when appropriate or reasonable (e.g., SunTrust Park at The West Villages). However, the County acknowledges that there will be times when only the Facility name is utilized (e.g., SunTrust Park). ANLBC has agreed not to sell naming rights and/or sponsorship rights to the Facility to any home builder competitive with Developer or its affiliates as of the date of sale of such naming rights.

10. Marketing and Promotion of the Facility. It is recognized that the Facility will be located within the City of North Port and ANLBC will use commercially reasonable efforts to market and promote the City of North Port and Sarasota County in its marketing and promotion of the Facility and as more fully provided for herein. ANLBC acknowledges that the County and the City are undertaking a substantial financial responsibility to provide funding for the Facility.

ANLBC, the County and the City shall endeavor to develop an ongoing promotional relationship for the purpose of promoting Sarasota County, the City of North Port and the Greater Sarasota County region as a desirable and attractive year-round vacation and meeting destination venue and for the promotion of the Braves' Spring Training games and ticket sales related thereto. In consultation with the Sarasota Convention and Visitors' Bureau (d/b/a Visit Sarasota County) and the Sarasota Tourism Development Council, ANLBC shall make available on an annual basis certain promotional and tourism opportunities including but not limited to signage inside SunTrust Park as reasonably determined by ANLBC in consultation with the City and the County, a Sarasota County/City of North Port promotional day at SunTrust Park, use of a suite at SunTrust Park during such Sarasota County/City of North Port promotional day (food and beverage to be purchased separately by the County and City from ANLBC's concessionaire), participation in off-season Fan Fest Events, promotion of the Facility, the City of North Port and Sarasota County on the Team website, during in-game promotional video opportunities at SunTrust Park, and on ANLBC controlled radio and television broadcasts. The County, the City, Visit Sarasota County, and ANLBC shall meet on an annual basis to develop and review a mutually agreeable promotional plan.

11. Public Safety and Security. ANLBC shall, at ANLBC's expense, provide all necessary public safety personnel, including but not limited to law enforcement, fire, emergency medical service, traffic management personnel as well as qualified security and crowd control personnel to protect the public health, safety and welfare at all Home Games and ANLBC Events. The required amount of public safety and security shall be determined in conjunction with Government Authorities and be consistent with MLB standards for similar events and Comparable Spring Training Facilities. The County (or City or Developer, as applicable) shall, at its expense, provide all necessary public safety personnel, including but not limited to law enforcement, fire, emergency medical service, traffic management personnel as well as qualified security and crowd control personnel to protect the public health, safety and welfare at all County Events (or City Events or Developer Events as applicable) and in connection with the permitted use of the Public Plaza or the Multipurpose Fields as set forth at Section 5(e)(ii) of this Agreement. ANLBC will work in good faith with the City to utilize City police officers when and if necessary including for Home Games, ANLBC Events and Third Party Events.

12. Utilities. The Facility Site shall be furnished with domestic water, sufficient electrical capacity to operate and manage the Facility Site as contemplated herein (including, without limitation, capacity for lighting and equipment for night baseball games), sewage, field and grounds irrigation and drainage systems with maximum outsource, and telephone service and similar services, and ANLBC shall bear the monthly operating cost of all such Facility Site utilities at all times other than during use for Third Party Events for which utilities costs will be determined by ANLBC in good faith and promptly paid by City, the County or Developer as applicable.

13. Operation and Maintenance Expenses. Except for Capital Maintenance and Repairs, ANLBC shall be responsible for all costs and expenses in connection with its use, operation and management of the Facility and the Facility Site including, but not limited to, utilities, any assessments or charges imposed by WVID for the operation and maintenance of stormwater management facilities that serve the Facility and the Facility Site, cleaning and routine maintenance, but excluding costs and expenses for cleaning and utilities for Third Party

Events for which City, the County or Developer, as applicable, shall be responsible. ANLBC shall maintain and operate the Facility in a manner consistent with other Comparable Spring Training Facilities.

14. Capital Maintenance and Repairs and Capital Maintenance Fund.

(a) Subject to the terms and conditions set forth herein, the County and ANLBC shall each fund fifty percent (50%) of all costs arising in connection with the Capital Maintenance and Repair of the Facility and the Facility Site pursuant to the Program Requirements and in a manner consistent with other Comparable Spring Training Facilities from the Capital Maintenance Fund. Notwithstanding the foregoing, any repairs required for any Discretionary Improvements made by ANLBC and Trade Fixtures shall be the sole responsibility of ANLBC, and funds for such repairs shall not be drawn from the Capital Maintenance Fund (as set forth below).

(b) All disbursements of such funds shall be subject to the County's and ANLBC's approval (which approval shall not be unreasonably withheld). ANLBC, as the operator of the Facility, shall be responsible for implementing such Capital Maintenance and Repairs. Any Capital Maintenance and Repair necessitated by an Emergency shall not require prior submission to the County and may be made by ANLBC in its reasonable discretion; provided, however, that ANLBC shall immediately provide written notice to the County in the event of an Emergency and provide the County with all pertinent information pertaining thereto that the County may request and the County shall reimburse ANLBC for any reasonable costs in connection with the same. ANLBC shall promptly cause all non-Emergency Capital Maintenance and Repairs to be implemented after approval of such Capital Maintenance and Repairs by ANLBC and the County.

(c) ANLBC and the County shall each fund fifty percent (50%) of the agreed upon, minimum annual contributions to the Capital Maintenance Fund pursuant to the CMF Funding Schedule on or before May 1 during each year of the Term, which CMF Funding Schedule may be subject to revision from time to time by the Parties in writing. The County and ANLBC agree that none of the funds deposited into the Capital Maintenance Fund shall be expended within the first three (3) years of the Term.

(d) The Capital Maintenance Fund shall be maintained as a separate account by the County and the amounts in the Capital Maintenance Fund, including all earnings on such amounts, shall be disbursed from time to time solely for the purpose of funding Capital Maintenance and Repairs at the Facility and the Facility Site during the Term.

(e) Beginning in the fourth year following Substantial Completion and every five (5) years thereafter, ANLBC and the County shall participate in a joint facility assessment that includes an independent third party analysis by a party mutually acceptable to ANLBC and the County of the structural and engineering elements of the Facility and the Facility Site. The cost of such analysis shall be paid for from the Capital Maintenance Fund. The analysis shall be done outside of Spring Training and the findings of such analysis shall be utilized by the Parties as a tool in addressing the priority of work to be funded from the Capital Maintenance Fund but

such findings shall not create any obligations on the part of ANLBC or the County to complete any of the proposed work set forth in such analysis.

(f) Beginning in the third year following Substantial Completion and each calendar year thereafter, the County and ANLBC shall cooperatively develop a rolling five (5) year plan of Capital Maintenance and Repairs that will act as a guide to maximize the efficiency of Capital Maintenance and Repairs. No later than June 1 of each calendar year, ANLBC shall submit to the County its proposed plan of Capital Maintenance and Repairs for the next five (5) years as well as those Capital Maintenance and Repairs to be accomplished in the succeeding year. The submittal shall include reasonable detail as to the reason for and expected cost of proposed Capital Maintenance and Repairs. No later than August 1 of each calendar year, ANLBC will be notified of the County's approval or disapproval for funding of such Capital Maintenance and Repairs for the succeeding year as well as the County's approval or modification of the Capital Maintenance and Repairs plan for the next five (5) years as well as reasonable detail regarding Capital Maintenance and Repair items requested by ANLBC but disapproved by the County. In no instance is the County required to exceed the amount of funding in the Capital Maintenance Fund in any given year.

(g) The funds in the Capital Maintenance Fund shall be managed and invested by the County in such investments as are permitted under applicable county, state and federal law and regulations and in accordance with the County's Investment Policy.

(h) In the event that the actual cost of Capital Maintenance and Repairs for the then-current year exceeds the total amount in the Capital Maintenance Fund, the County and ANLBC shall negotiate in good faith to agree upon any additional contributions to the Capital Maintenance Fund to be paid by the County and ANLBC. In the event there are any monies in the Capital Maintenance Fund at the end of the Term or the earlier termination of this Agreement, then following the completion of any remaining Capital Maintenance and Repair, such remaining monies shall be divided by the Parties pro-rata, based on the percentage of contribution by each Party to the Capital Maintenance Fund.

(i) The County and ANLBC shall not have any obligation to fund the Capital Maintenance Fund during any Extension Term.

15. ANLBC Improvements.

(a) Discretionary Improvements. Notwithstanding the obligations of ANLBC and the County to fund Capital Maintenance and Repairs as set forth herein, ANLBC shall have the right, from time to time, in its sole discretion and at its own expense, to make alterations and improvements to the Facility, as shall be reasonably necessary or appropriate, in ANLBC's judgment, for ANLBC conduct of its business without the need for prior review or approval by the County (collectively, "Discretionary Improvements"); provided, however, that ANLBC shall obtain the prior written approval of the County for any improvements that materially affect the structural elements or components of the Facility. Such alterations or improvements shall be performed in a lien-free and good and workmanlike manner. These Discretionary Improvements are beyond the Program Requirements and the repair and replacement of such improvements will not be eligible for the use of monies in the Capital Maintenance Fund.

(b) MLB Required Improvements. ANLBC shall provide the County with written notice of any alterations or improvements to the Facility required to comply with the MLB Rules and Regulations or MiLB requirements (if applicable) and ANLBC shall be obligated to make any such alterations and improvements at its expense as it deems reasonably necessary in such time frame as is required to comply with the MLB Rules and Regulation or MiLB requirements (if applicable)s. ANLBC and the County will work in good faith to evaluate whether the respective annual contributions to the Capital Maintenance Fund are sufficient to cover the repair and replacement of MLB required improvements beyond the Program Requirements.

16. Return of Facility.

(a) Pursuant to the Development Agreement, subject in all cases to Developer's option to purchase the Facility Site, if any, at the termination or expiration of this Agreement, ANLBC agrees to return the Facility to its original or subsequently improved condition, ordinary wear and tear, casualty, or condemnation excepted, and to return to the County all equipment and personal property of the County in good working condition, ordinary wear and tear excepted, in each case after a joint inspection of the Facility by the County and ANLBC. Promptly after such inspection at the termination of any occupancy, ANLBC shall have the option to either (i) make any necessary repairs; or (ii) pay the County for any damages to the premises or to personal property, ordinary wear and tear excepted, except to the extent said damage was caused by the assigns, agents, affiliates, employees or officers of the County. ANLBC shall have the right upon termination of this Agreement, within sixty (60) days thereafter, to remove from the premises all movable property which is not permanently affixed to the structure and which is not owned by the County, including without limitation all concession equipment and broadcasting equipment, whether or not such items are deemed movable and whether or not they are permanently affixed to the structure, provided that ANLBC repair any damage caused by removal of such items to the reasonable satisfaction of the County.

(b) Except for the main Facility scoreboard, all FF&E paid for by ANLBC shall remain the property of ANLBC and may be removed by ANLBC at the conclusion of the Term. Any damage caused due to the removal of such FF&E shall be at the sole cost and expense of ANLBC.

(c) All Trade Fixtures shall be owned by ANLBC and ANLBC shall have the right to remove any such Trade Fixtures at the end of the Term, provided ANLBC has repaired or restored the area from which such Trade Fixture has been removed. By way of example, and not limitation, ANLBC may not remove the main Facility scoreboard but ANLBC would be allowed to remove a secondary (not included in Program Requirements) sponsored video board paid for and installed by ANLBC; however any wiring or other infrastructure supporting such video board shall remain at the Facility. Any Trade Fixture desired to be installed by ANLBC requires the County's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

17. Taxes.



(a) Ad Valorem Taxes. Following conveyance of the Facility and the Facility Site from WVID to the County, the County will continue to own the Facility and the Facility Site throughout the Term and will be authorized to grant ANLBC the rights provided hereunder. This Agreement has been entered into for the paramount public purpose of promoting tourism, gainful employment and economic growth in the County and the State of Florida. The County is constitutionally immune from payment of ad valorem taxes for any real property that it owns but shall remain solely responsible for the full amount of any and all real property ad valorem taxes, if any, which may be assessed or imposed upon the Facility apart from the ANLBC FF&E and Trade Fixtures. Accordingly, it is the intent of the parties that ANLBC's occupancy and use of the Facility hereunder shall be exempt from ad valorem taxation. If, for any reason during the Term, any or all of the interests or other rights or benefits held by ANLBC under this Agreement become subject to ad valorem taxation, such tax shall be paid by ANLBC.

(b) Taxes Regarding ANLBC's Operations. ANLBC shall be responsible for the full amount of any and all taxes, assessments, licenses and charges on its operations. The County represents and warrants that no taxes, surcharges, franchise tax, impact fees, development contributions, assessments or similar charges shall be levied by the County against ANLBC that are not generally applicable to all other businesses in the County. ANLBC shall have the right to contest, at its sole cost and expense, the validity or amount, in whole or in part, of any taxes or other impositions imposed against ANLBC by appropriate proceedings timely pursued in accordance with any protest procedures permitted by any applicable Governmental Authority.

18. Operating Permits. ANLBC shall secure such permits, variances, and licenses as may be necessary or desirable to operate the Facility as is contemplated by this Agreement. To the extent permitted by law, the County will assist and cooperate with ANLBC in securing permits or licenses for the operation of the Facility and shall not unreasonably withhold, delay or condition its approval in connection therewith.

19. Disaster Preparedness, Disaster Response, and Shelter. The Facility Site may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for natural disaster preparations, response, and potential shelter. Such uses by the County shall be reasonably limited in scope and duration, and the County shall undertake reasonable measures to mitigate damage or negative impacts to the Facility Site in connection with such use. The County shall provide notice regarding any such use to ANLBC prior to such entry to the extent practicable, shall provide regular notices to ANLBC during the period of such use, and shall permit reasonable access to the Facility Site by ANLBC and its agents at all times during such use. In the event the County uses the Facility Site pursuant to this Section 19, the County agrees to completely remove all disaster/hurricane-related debris and materials from the Facility Site and take such other remedial action as may be necessary within a reasonable period of time prior to the Spring Training Period so as to allow ANLBC full beneficial use of the Facility Site. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Facility Site for disaster purposes, and the County shall promptly clean up, and fully repair and restore the Facility Site, all at no cost or liability to the ANLBC.

20. Insurance.

(a) ANLBC Insurance. Throughout the Term of this Agreement, including any Extension Terms, ANLBC shall provide and maintain, at its expense, the policies of insurance set forth in Exhibit E, which shall protect ANLBC and the County and WVID from any claim, damage, liability, loss or expense to Persons or property (hereinafter, "Claims") caused by, resulting from, arising out of or in connection with the duties and obligations of ANLBC pursuant to this Agreement; provided that the policies of insurance shall be sufficient to cover the Annual Fee.

All such insurance required above shall be primary and non-contributory, written by insurance companies qualified (on an admitted or non-admitted basis) to do business in the State of Florida with A.M. Best ratings of A- or better. The County and WVID shall be included as an Additional Insured under the General Liability, Liquor Liability, Automobile Liability and Umbrella Liability policies to be maintained by ANLBC pursuant to Exhibit E. ANLBC shall provide at least thirty (30) days prior written notice to the County and WVID if any coverage required to be maintained by ANLBC pursuant to this Agreement is going to be materially changed, reduced or cancelled. ANLBC shall bear all costs of all deductibles under policies maintained by ANLBC. Upon request, ANLBC shall furnish to the County and WVID certificates of insurance for all of the above policies. ANLBC hereby agrees to furnish renewal certificates throughout the term of the Agreement. Any one or more of the types of insurance coverages required under this Section 20(a) may be maintained through a master policy insuring other entities, provided that such blanket or master policy and the coverage effected thereby comply with all applicable requirements of this Agreement.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of ANLBC with respect to obligations imposed under this Agreement, including, but not limited to, obligations imposed under the provisions of Section 21(a) below.

(b) County Insurance. Throughout the Term of this Agreement, including any Extension Terms, the County shall provide and maintain, at its expense, the policies of insurance or equivalent self-insurance as set forth on Exhibit E, to address claims caused by, resulting from, arising out of or in connection with the duties and obligations of the of the County pursuant to this Agreement:

The County shall provide at least thirty (30) days prior written notice to ANLBC and WVID if any coverage required to be maintained by the County pursuant to this Agreement is going to be materially changed, reduced or cancelled. The County shall bear all costs of all deductibles (or self-insured retentions) under policies maintained by the County. Upon request, the County shall furnish to ANLBC and/or WVID a letter evidencing the above described coverage.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of the County with respect to obligations imposed under this Agreement, including, but not limited to, obligations imposed under the provisions of Section 21 below.

21. Indemnification.

(a) ANLBC Indemnification Obligations. To the fullest extent permitted by law, ANLBC shall indemnify, defend and hold harmless (x) the County and each and all of their respective directors, officers, employees, agents and volunteers or any of them as their interests may appear and (y) WVID and each and all of their respective directors, officers, employees, agents and volunteers or any of them as their interests may appear from and against any and all Claims caused by, resulting from or arising out of the following:

(i) The performance or non-performance of the duties and obligations of ANLBC pursuant to this Agreement;

(ii) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by ANLBC, their contractors or agents;

(iii) Any conduct or activities of ANLBC, their contractors or agents which violates any applicable state or local law, rule, regulation or ordinance; and/or

(iv) Any misrepresentation, breach or alleged breach of any of obligations, representations or warranties contained in this Agreement by ANLBC.

The foregoing indemnification excludes all Claims arising from the negligent acts, omissions or obligations on the part of (x) the County and each and all of their respective directors, officers, employees, agents and volunteers and (y) WVID and each and all of their respective directors, officers, employees, agents and volunteers. ANLBC's indemnification obligations shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

(b) County Indemnification Obligations to ANLBC, MLB & MiLB. Up to the express monetary limits of Section 768.28, Florida Statutes, and without constituting a waiver of the County's sovereign immunity, the County shall indemnify, defend and hold harmless ANLBC, MLB, MiLB and each of their respective parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, agents and volunteers from and against any and all Claims caused by, resulting from or arising out of the following:

(i) The performance or non-performance of the duties and obligations of the County pursuant to this Agreement;

(ii) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by the County;

(iii) Any conduct or activities of the County which violates any applicable state or local law, rule, regulation or ordinance;

(iv) Any material misrepresentation by the County contained in this Agreement; and/or

(v) Any Claims arising from County Events or County organized use of the Public Plaza or the Multipurpose Fields including the associated use of restrooms under Section 5(e)(ii).

The foregoing indemnification excludes all Claims arising from the acts or omissions of ANLBC, MLB, MiLB and each of their respective parent and affiliate companies, their respective officers, directors, shareholders, employees, agents and volunteers. The County's indemnification obligations hereunder shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

(c) County Indemnification Obligations to WVID and Developer. Up to the express monetary limits of Section 768.28, Florida Statutes, and without constituting a waiver of the County's sovereign immunity, the County shall indemnify, defend and hold harmless (x) WVID and its directors, officers, employees, agents, and volunteers and (y) Developer and its parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, managers, members, partners, employees, agents and volunteers from and against any and all Claims caused by, resulting from or arising out of the following:

(i) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by the County;

(ii) Any conduct or activities of the County which violates any applicable state or local law, rule, regulation or ordinance;

(iii) Any material misrepresentation by the County contained in this Agreement; and/or

(iv) Any Claims arising from County Events.

The foregoing indemnification excludes all Claims arising from the acts or omissions of (x) WVID and its directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants and (y) Developer and its parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, managers, members, partners, employees, agents and volunteers. The County's indemnification obligations hereunder shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

22. Limitation of Liability. In no event shall any Party be liable for incidental, special, consequential or punitive damages suffered by a Party and each Party shall in all events seek to mitigate its damages to the extent required by law.

23. Time is of the Essence. In all matters concerning or affecting this Agreement, time is of the essence.

24. Quiet Use and Enjoyment. During ANLBC use and occupancy of the Facility and the Facility Site under this Agreement, ANLBC shall have and be entitled to the quiet enjoyment with respect to the use and occupancy of the Facility Site and the privileges herein granted

without interruption or interference by any Person including, specifically, the County, and the County shall defend ANLBC in such peaceful and quiet use and possession against the claims of all Persons claiming by, through or under the County, except to the extent that certain rights to use the Facility Site, or any portion of it, may be reserved to the County for County Events in accordance with this Agreement. There shall be no use of personal property owned or controlled by ANLBC without ANLBC prior written consent.

25. Destruction of Facility.

(a) If all or any Significant Portion of the Facility is damaged or destroyed by fire or other casualty, the County shall repair and rebuild the Facility (using proceeds from the Property insurance maintained by the County on the Facility and its structural components) with thorough diligence to its condition immediately before such loss or the condition required by law, whichever is greater, with such repair and rebuilding to be completed as soon as is possible giving due attention to the Spring Training Season after such fire or other casualty occurs and in any event not later than two years after such fire or other casualty occurs. For the purposes of this Section 25, Section 26 (below) and Section 3.4 of the Non-Relocation Agreement, "Significant Portion" of the Facility shall mean the loss of the use of a portion of Facility that materially interferes with the intended use and function of the Facility to exhibit, promote, schedule and play or conduct Home Games. If there is substantial interference with the operation of ANLBC's activities or use of the Facility, then ANLBC will be temporarily authorized to use other Spring Training facilities and to schedule its activities or events at other Spring Training facilities. It is specifically understood by and between the Parties that during the period of such interference, ANLBC shall have the right to schedule its activities or events at other Spring Training facilities and ANLBC's obligations pursuant to this Agreement shall be abated during such interruption. If the Facility is not, cannot, or will not be restored to the condition immediately before such casualty or the condition required by law, whichever is the greater, within two years after the fire or other casualty occurs, ANLBC may terminate this Agreement and neither Party shall have any claim whatsoever against the other Party as a result thereof.

(b) If the Facility shall be destroyed or materially damaged, during the final five (5) years of the Term (or any Extension Term), and provided that the Facility Debt and the County Bonds have been fully repaid, ANLBC may elect to terminate this Agreement upon delivery of written notice given no later than thirty (30) days after any such event to the County as of the end of the month of such written notice, and payment of any Annual Fee payable through the effective date of such termination, pro-rated on a per diem basis. Upon the delivery of such notice and the making of any payments required hereunder, this Agreement shall terminate on the date specified in such notice and ANLBC shall have no further obligations in connection with this Agreement. ANLBC acknowledges and agrees that all insurance arising from such damage or destruction shall be paid to the County.

26. Condemnation.

(a) If all or a Significant Portion of the Facility or the Facility Site is taken by any State of Florida or United States public authority pursuant to the power of eminent domain, then this Agreement shall terminate as of the date possession is taken by the public authority.

(b) If part of the Facility or a Significant Portion of the Facility Site is taken by any State of Florida or United States public authority pursuant to the power of eminent domain and in the reasonable opinion of either the County or ANLBC it is not economically feasible to continue this Agreement, either Party may terminate this Agreement under the following terms and conditions:

(i) Such termination by either Party shall be made by written notice to the other given not later than ninety (90) days after the date possession is taken by the public authority.

(ii) Termination shall be effective thirty (30) days after such notice is given at which time ANLBC will return the Facility to the County.

(c) If neither the County nor ANLBC elect to terminate this Agreement, the County shall make such repairs or alterations, if any, as are required to render the remainder of the premises useable for its intended purposes.

(d) ANLBC may assert a claim against the condemning authority to disruption or relocation of ANLBC's business or for ANLBC's property located on the premises but not for the Facility or Facility Site improvements.

27. Recording. This Agreement, and ANLBC interest in the Facility and the Facility Site shall be recorded in the Official Records of Sarasota County, Florida.

28. Notices. Any and all notices required or permitted to be given hereunder shall be deemed given when actually received, if delivered personally, or upon receipt, if deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail, return receipt requested and addressed as follows:

(a) If to ANLBC: Mr. Terry McGuirk  
CEO  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

With a copy to: Mr. Greg Heller  
Executive Vice President & Chief Legal Officer  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

(b) If to the County County Administrator  
1660 Ringling Blvd.  
Sarasota, FL 34236

With a copy to: County Attorney at the same address.

29. Assignment.

(a) Neither Party may assign its rights or obligations under this Agreement (whether via merger, stock or asset sale, recapitalization, or otherwise) without the prior, written consent of the other Party; provided, however, the County acknowledges and agrees that ANLBC may assign its rights and obligations hereunder as a whole to any successor-in-interest or new owner of the Team; provided that (i) such transaction received MLB Approval, (ii) any such successor-in-interest has credit worthiness substantially similar to ANLBC and provides evidence of such that is deemed satisfactory to the County in its reasonable discretion, and (iii) such successor-in-interest or new owner has assumed the obligations of ANLBC under this Agreement, including acceptance of the obligations of the Non-Relocation Agreement, except in the event of a change of control of ANLBC pursuant to which ANLBC remains a Party to this Agreement, which shall not require consent provided such transaction received MLB Approval.

(b) Developer may assign its rights hereunder as a whole in connection with an assignment of its rights under the Development Agreement and subject to the same conditions as are set forth in the Development Agreement. The assignment of obligations is not referenced in this Section 29(b) because Developer has no obligations under this Agreement.

30. Binding Effect. This Agreement shall inure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns.

31. Default, Remedies, and Termination.

(a) If either Party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

(i) Where a grace period is specifically provided, that specific grace period shall apply.

(ii) Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) ten (10) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure.

(iii) If any failure to perform shall not have been cured by the expiration of the applicable grace period, then an "Event of Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 31(b) below.

(b) If an Event of Default shall occur, the Non-Defaulting Party shall have the right but not the obligation to cure such default on behalf of the Defaulting Party, in which event

the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent (the "Default Rate").

(c) Dispute Resolution in an Event of Default. If an Event of Default shall occur and is not cured under Section 31(b) above, then prior to the Non-Defaulting Party filing any lawsuit to terminate this Agreement in accordance with Section 31(d) below, the Parties shall be required to submit such dispute or controversy to non-binding mediation. Under no circumstances, however, shall the Parties be permitted to resolve the dispute or controversy through mediation or otherwise in a manner that compromises or otherwise negatively impacts the repayment of the Facility Debt.

(d) Termination by Non-Defaulting Party. If the Parties cannot resolve the dispute or controversy through mediation under Section 31(c) above, the Non-Defaulting Party may file a lawsuit seeking a declaration that it has the right to terminate this Agreement only after providing the Defaulting Party with thirty (30) days prior written notice that one of the following events (collectively hereinafter referred to as the "Termination Events") has occurred and is continuing:

(i) If, by order of a competent authority, a receiver, liquidator or trustee of Defaulting Party shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days after the making of such order, or if by decree of such authority Defaulting Party shall be adjudicated or determined to be bankrupt or insolvent, or if Defaulting Party shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

(ii) If Defaulting Party fails to make any payments pursuant to this Agreement within sixty (60) days following receipt of written notice of such Termination Event (following the expiration of the grace period set forth at Section 31(a)(ii) above); provided however, Defaulting Party shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

(iii) If Defaulting Party breaches any material provision, agreement or obligation under this Agreement, that is not cured within sixty (60) days after notice of such Termination Event; provided, however, that if such Termination Event cannot be cured within such sixty (60) day period, but the Termination Event is capable of cure within a reasonable period of time which is acceptable to the Non-Defaulting Party, and Defaulting Party diligently pursues such cure, Defaulting Party shall be allowed such agreed upon time period to cure such Termination Event.

For avoidance of doubt, the Parties agree that compliance with this Section 31(d) shall be the sole means by which a Party can seek to terminate this Agreement. Furthermore, notwithstanding anything herein to the contrary, the Non-Defaulting Party shall continue to perform all of its obligations under this Agreement until a court of competent jurisdiction



determines, in a final and non-appealable order, that the Non-Defaulting Party may terminate this Agreement.

(e) Cumulative Rights. The remedies heretofore described in this Section 31 shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of an Event of Default, including without limitation:

(i) An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

(ii) An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

(iii) An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

(e) Non-Relocation Default. In the event ANLBC allows a Non-Relocation Default to occur beyond any applicable cure periods, the County shall have, in addition to the remedies set forth above, all other remedies set forth in the Non-Relocation Agreement.

(f) Spring Training Default. Notwithstanding the provisions set forth in this Section 31, in no event may this Agreement be terminated during Spring Training.

32. Dispute Resolution. The Parties acknowledge that their rights and responsibilities under this Agreement involve coordination and cooperation with respect to the use and operation of as well as Capital Maintenance and Repairs to the Facility and the Facility Site. The Parties agree to undertake commercially reasonable measures to attempt to settle any dispute or controversy that may arise between them regarding any provision or obligation set forth in this Agreement by non-binding mediation prior to filing any lawsuit related to this Agreement.

33. Status of Parties. The Parties hereto shall be deemed and construed as independent contractors for all purposes and not as the agent, employee, representative or servant of the other.

34. No Waiver or Breach. No failure of either Party to insist upon exact compliance with the terms and, provisions herein contained shall be deemed or construed as a waiver of any subsequent breach of this Agreement.

35. Severability. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect unless so construing the Agreement would produce an inequitable result.

36. Governing Law, Venue and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be

exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

37. Waiver of Jury Trial. The parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.

38. Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be original and all of which shall constitute one and the same instrument.

39. Entire Agreement. This Agreement and its exhibits shall constitute the entire agreement between the parties hereto with respect to the subject matter herein contained. There are no agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

40. Further Assurances and Corrective Instruments. The Parties each agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may be reasonably required for carrying out the intentions of the Parties or facilitating the performance of this Agreement provided that the rights of the Parties in connection with this Agreement are not impaired thereby.

41. MLB and MiLB Subordination. Notwithstanding any other provision of this Agreement, this Agreement, and any rights or exclusivities granted by ANLBC hereunder shall in all respects be subject and subordinate to the MLB Rules and Regulations and the rules and regulations of Minor League Baseball. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity. This Agreement is subject to MLB approval and no amendment of this Agreement may be made without first obtaining all necessary MLB approvals. Nothing herein shall be construed as conferring on the County or WVID any rights outside of the Facility. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities. This Agreement may also be subject to MiLB approval in the event ANLBC elects to play Florida State League games at the Facility.

42. Most Favored Nation Provision. In the event the County or any County created agency or district enters into, or permits (including, without limitation, any grant by the County's acquiescence in a third party's exercise of rights not expressly granted to it) enters into any agreement or other arrangement with any other MLB team or affiliate for a Spring Training or minor league facility with financial terms more favorable than the financial terms set forth herein, the County shall provide written notice of such financial terms to ANLBC, whereupon ANLBC shall have the right to modify the financial terms to the extent necessary to reflect such more favorable financial terms. To the fullest extent permitted by law, ANLBC shall be provided with access to books, records and communications reasonably requested by ANLBC or its

designees in order to ensure the County's compliance with this **Section 42**. Notwithstanding the foregoing, this **Section 42** shall not apply to agreements or arrangements with the Baltimore Orioles that may involve modifications to the existing Memorandum of Understanding between the County and the Baltimore Orioles or other agreements with respect to renovations, improvements, expansions or the provision of additional facilities at either the Ed Smith Stadium Complex or the Buck O'Neil Baseball Complex.

43. **Maintenance of Tax-Exempt Status of County Bonds.** The Parties each agree not to knowingly take any action or omit to take any action if such action or omission would jeopardize the tax-exempt status of the WVID or County Bonds.

44. **Force Majeure.** No Party shall be deemed in breach of this Agreement in the event of non-performance due to a Force Majeure; provided, however, that any event involving or relating to any County restrictions or acts or failures to act shall not relieve the County of its obligations pursuant to this Agreement unless the failure to act is as a result of another Force Majeure beyond the reasonable control and without the fault of the Party claiming an excuse from performance. The Parties' respective performance under this Agreement will be suspended during such Force Majeure, each Party shall resume performance of this Agreement upon the conclusion of such Force Majeure, and the Parties shall confer in good faith to determine if any remedial action is necessary as a result of such Force Majeure.

45. **No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of the County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers or on the part of any of the ANLBC's members, executives, officers, or employees.

46. **General Representations and Warranties.**

(a) ANLBC hereby make the following representations and warranties:

(i) **Organization.** ANLBC is a limited liability company duly organized and validly existing under the laws of the State of Georgia and has the requisite power and authority to enter into and perform its obligation under this Agreement.

(ii) **Authorization/Consents.** This Agreement has been duly authorized by all necessary action on the part of ANLBC and does not require notice to or the consent or approval of any trustee or holder of any indebtedness or any other Person, except such as have been, or on or before the Commencement Date will have been duly given or obtained.

(iii) **Execution.** This Agreement, upon the execution and delivery hereof, will constitute, a legal, valid and binding obligation of ANLBC, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) **No Violation.** Neither the execution, delivery or performance of this Agreement by ANLBC, nor the consummation by ANLBC of the transactions contemplated

hereby, nor compliance by ANLBC with the provisions hereof conflicts or will conflict with, nor results in or will result in the breach of any provisions of, the operating/organizational documents of ANLBC, any applicable law binding on ANLBC or any indenture, mortgage, contract, lease or other instrument to which ANLBC is a party or by which it or any of its property is bound.

(v) Litigation. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against ANLBC before any court, arbitrator or administrative or Governmental Authority and which, if decided adversely to ANLBC's interest, would have an adverse effect upon the ability of ANLBC to perform its obligations under this Agreement.

(b) The County hereby makes the following representations and warranties:

(i) Organization. The County is a Florida a charter county and political subdivision of the State of Florida and has the requisite power and authority to enter into and perform its obligation under this Agreement.

(ii) Authorization/Consents. This Agreement has been duly authorized by all necessary governmental action on the part of the County and does not require notice to or the consent or approval of any trustee or holder of any indebtedness or any other Person, except such as have been, or on or before the Commencement Date will have been duly given or obtained.

(iii) Execution. This Agreement, upon the execution and delivery hereof, will constitute, a legal, valid and binding obligation of the County, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No Violation. Neither the execution, delivery or performance of this Agreement by the County, nor the consummation by the County of the transactions contemplated hereby, nor compliance by the County with the provisions hereof conflicts or will conflict with, nor results in or will result in the breach of any provisions of, the organizational documents of the County, any applicable law binding on the County or any indenture, mortgage, contract, lease or other instrument to which the County is a party or by which it or any of its property is bound.

(v) Litigation. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against the County before any court, arbitrator or administrative body or Governmental Authority and which, if decided adversely to the County's interest, would have an adverse effect upon the ability of the County to perform its obligations under this Agreement.

47. Florida State League Team. The Parties acknowledge and agree that ANLBC does not currently own a Florida State League team but instead provides minor league players and coaches of the Team to a third party owner of a Florida State League team per the terms of a standard player development contract. In the event that ANLBC acquires rights ("FSL Rights")

to own, operate or affiliate with a Florida State League team at the Facility and to play Florida State League games at the Facility, ANLBC shall provide written notice to the County with respect to the acquisition of such FSL Rights. ANLBC shall have the right to play such Florida State League games at the Facility to the extent of such FSL Rights acquired by ANLBC and such games shall be deemed "Home Games" per the terms of this Agreement subject to all applicable MiLB rules, regulations and approvals. The Parties will work in good faith to obtain all necessary MiLB and MLB Approvals in connection with the acquisition of such FSL Rights by ANLBC to allow ANLBC to play such Florida State League games at the Facility per the terms of this Agreement.

48. Third Party Beneficiaries.

(a) WVID is an express third party beneficiary of the terms, to the extent applicable, of Sections 5(e), 6(a), 20, 21 and 43 to this Agreement, is entitled to the rights and benefits thereunder and may enforce Sections 5(e), 6(a), 20, 21 and 43 hereof as if it were a party hereto; provided however that the foregoing shall not give rise to any obligations on the part of WVID nor any right of any party or non-party to bring or maintain an action against WVID based on the third party rights and benefits granted hereunder.

(b) Developer is an express third party beneficiary of the terms, to the extent applicable, of Sections 5(d), 9, 16(a), 16(b), 16(c), and 21(c) to this Agreement, is entitled to the rights and benefits thereunder and may enforce Sections 5(d), 9, 16(a), 16(b), 16(c), and 21(c) hereof as if it were a party hereto; provided however that the foregoing shall not give rise to any obligations on the part of Developer nor any right of any party or non-party to bring or maintain an action against Developer based on the third party rights and benefits granted hereunder.

(c) Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than MLB, WVID or Developer and the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement (other than MLB, WVID or Developer) to bring or maintain an action pursuant to or based upon this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC and duly authorized officials of the County, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this \_\_ day of May, 2017.

ATLANTA NATIONAL LEAGUE  
BASEBALL CLUB, LLC, a Georgia limited  
liability company

WITNESSES:

[Signature]  
[Signature]

By: Terence F. McGuirk  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

STATE OF Georgia )  
 ) : SS.:  
COUNTY OF Cobb )

On the 22<sup>nd</sup> day of May in the year 2017, before me, the undersigned officer, personally appeared Terry McCracken, personally known to me or proved to me on the basis of satisfactory evidence to be the CEO of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary



[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC and duly authorized officials of the County, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 23rd day of May, 2017.

SARASOTA COUNTY, a charter county and political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Blanca Rodriguez  
Deputy Clerk

Approved as to form and correctness

Steph S.M.  
County Attorney *yes*

## EXHIBIT A-1

### CAPITAL MAINTENANCE AND REPAIRS

- (a) **HVAC Capital:** Including but not limited to major repair or replacement of all HVAC systems and control components including but not limited to central chillers, cooling towers, heat exchangers, DDC automation, energy management systems, package units, air handlers, power induction units, electric or gas heating devices and related equipment.
- (b) **Plumbing Capital:** Including but not limited to major repair or replacement of all water, sewer and gas lines, pumps, pump motors, gearboxes, grease traps, hot water tanks, hot water heaters, boilers either gas or electric, internal coils, manifolds, etc.
- (c) **Electrical Capital:** Including but not limited to major repair or replacement of main power feeds, main switchgear, buss bars, automatic transfer switches, emergency generators, ups systems, field/sports lighting and its components, general power distribution, energy management devices, program and lighting hardware and software, etc.
- (d) **Fire Protection Capital:** Including but not limited to major repair or replacement of fire pumps and motors, wet and dry sprinkler distribution, piping, ansul systems and main annunciator and related alarm devices, etc.
- (e) **Concession Capital:** Including but not limited to major repair or replacement of structurally mounted concessions fixtures and equipment provided by the County (e.g., exhaust vents, grease traps, ansul systems, electrical hook-ups, counters, countertops, roll-down doors, plumbing and sinks, fixtures and lighting).
- (f) **Concrete Capital:** Repair and/or replace cracked and/or disintegrated concrete surfaces as needed including but not limited to concourses, pre-cast, cast in place, spalling, sidewalks, curbing, ADA ramps, traffic coatings, stair risers, stucco walls, eifs walls & ceilings etc.
- (g) **Seating Capital:** Replace in part or entire sections of seats and seat standards, filigrees, cup holders and all other integral components of permanently affixed fan seating.
- (h) **Painting Capital:** Includes all exterior protective paints and coatings including but not limited to paint, stains, waterproof and anti-slip coatings as specified. Full scale painting of all structural steel, fencing, hand rails, gates, metal fascia, etc. Seal coating and application of anti-slip coatings, traffic coatings and stains.
- (i) **Field/Sports Lighting Capital:** Field/ lighting repair or replacement and all related components including but not limited to lamps, fixtures, lenses, ballasts, relays, etc., all considered capital and replaced or repaired per manufacturer's recommendation or as necessary to meet MLB minimum standards.



- (j) **Fencing/Gates/Netting Capital:** Including but not limited to major repair or replacement of security fencing including steel, aluminum, chain link, wood, etc. within the park and parking lots. Included in this would be field wall and padding, home plate netting and support structures.
- (k) **Parking Lot Capital:** Including but not limited to major repair or complete resurface of all asphalt parking surfaces, walkways and structures, weather shelters, curbing, car stops, light poles, lamps and bases, general lighting and power, distribution lines, wiring, panels, transformer etc. Lot stripping, patching, crack-fill and sealcoating.
- (l) **LED Matrix Capital:** Including but not limited to major repair or replacement of all LED boards, including but not limited to main scoreboard, marquee, ribbon boards, speed of pitch, out of town scoreboard and strike out boards, in stadium TV monitors, etc. Includes LED board hardware, wiring, software and other components integral for system operation. Any software or component upgrades from the base package provided by the manufacturer are the sole responsibility of ANLBC.
- (m) **Public Announcement Systems Capital:** Including but not limited to major repairs or replacement of general sound systems including public announce system, main park speakers systems, amps and related components.
- (n) **Other Capital:** Major repairs or replacement due to electrical failures or short circuits in risers, panels, disconnect, transformers, circuit boards, main switches and overload protection and control hardware. Major repairs or replacement due to inclement weather including but not limited to damage from major & minor leaks, floods, tornados, hurricanes, lightning, earthquakes and other acts of God.
- (o) **Elevator/escalator Capital:** Major repairs or replacement of any component integral to elevator/escalators operation including but not limited to cabs, steps & step combs, controls (internal and external) motors, cables, or other as required by state or county regulation.
- (p) **Flooring Capital:** Including but not limited to replacement of any hard wood, ceramic, vinyl or other flooring material, except carpeting.
- (q) **Door/Lock Capital:** Major repair or replacement of any entrance security door and its components including but not limited to glass, metal, steel frame, motorized or manual roll-up doors, etc. Includes all hardware and software for digital locks and security access tracking systems.
- (r) **Roofing/Fascia Capital:** Major repair or replacement of any roof or roof type structure including but not limited to built-up, PVC, EDPM, metal canopies and/or awnings, etc. Seal coat exterior brick, stucco or precast property envelope no later than every seventh year or sooner as needed.

- (s) **Glass/Window Capital: Major repair or replacement of glass/window and components including but not limited to press or media fixed or retractable windows storefronts, main entrances, ticketing and restaurants, etc.**

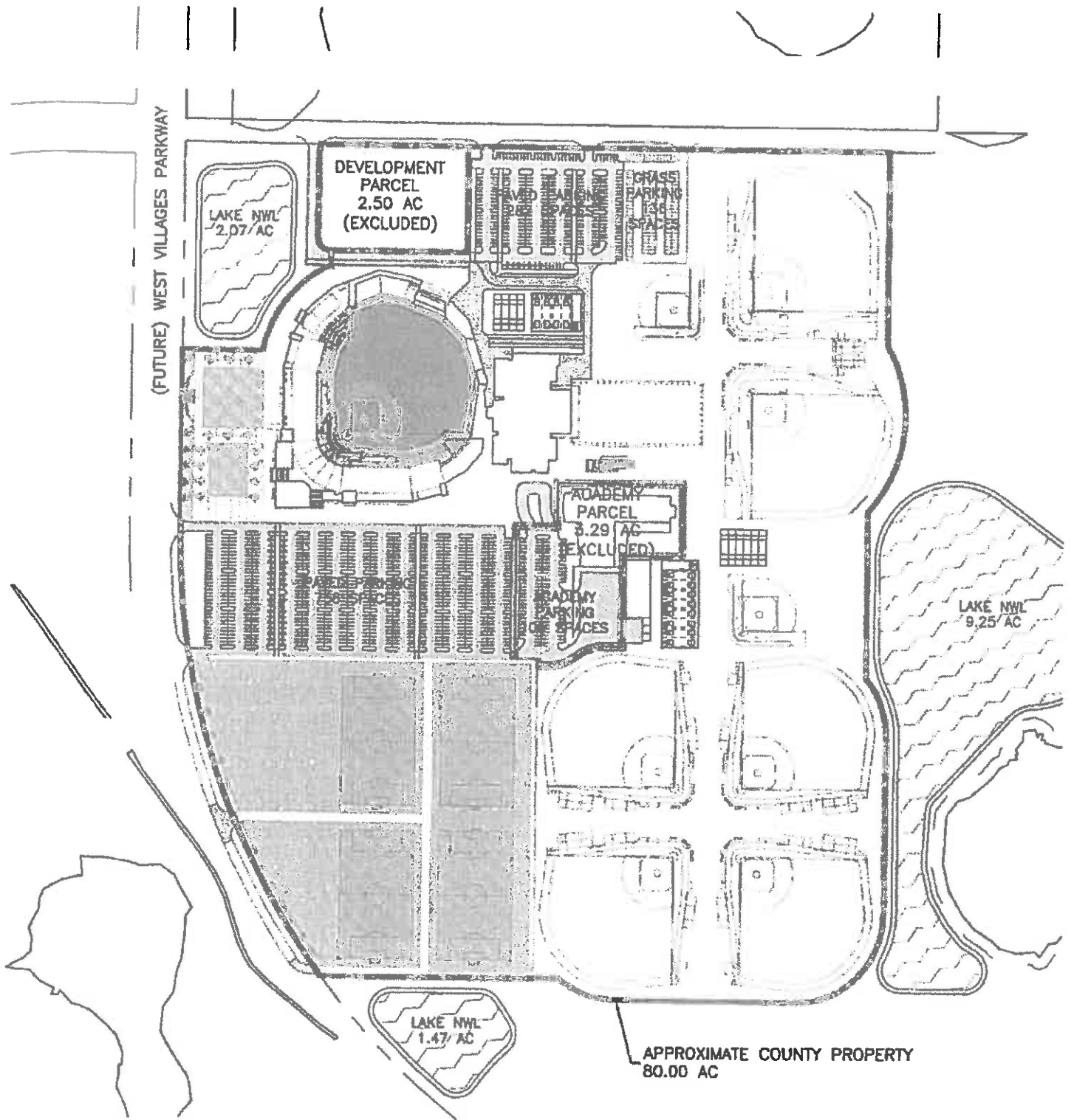
**EXHIBIT A-2  
ROUTINE MAINTENANCE**

1. Performing all preventive or routine maintenance which is stipulated in operating manuals for all components of the Facility as regular, periodic maintenance procedures.
2. Regular maintenance of the HVAC, plumbing, electrical, water, sewage and field drainage systems, and escalators and elevators, including periodic cleaning, lubricating, servicing and replacement of incidental parts.
3. Grounds keeping, including mowing, seeding, fertilizing and re-sodding of all grasses and maintenance and replacement of all shrubs and flowers and maintenance of all trees.
4. Changing of isolated light bulbs, fuses and circuit breakers as they burn out or require replacement.
5. Painting and reapplication of protective materials, including but not limited to caulk, sealant and strip-resistant materials.
6. Maintenance of the scoreboards, instant replay boards and/or advertising panels, including but not limited to the replacement of isolated bulbs in connection therewith.
7. Repair and maintenance of isolated seats and seat standards, the public address system, speakers, amplifiers and control panels, if any.
8. Repair or replacement of any item due to misuse by the Team.

**EXHIBIT B  
CMF FUNDING SCHEDULE**

<b>Years</b>	<b>Contribution</b>
1-5	\$125,000
6-10	\$175,000
11-20	\$250,000
21-25	\$225,000
26-30	\$100,000
<b>Total Cap Ex Contribution</b>	<b>\$11,250,000 over 30 years (\$5,625,000 each)</b>

**EXHIBIT C**  
**FACILITY SITE**

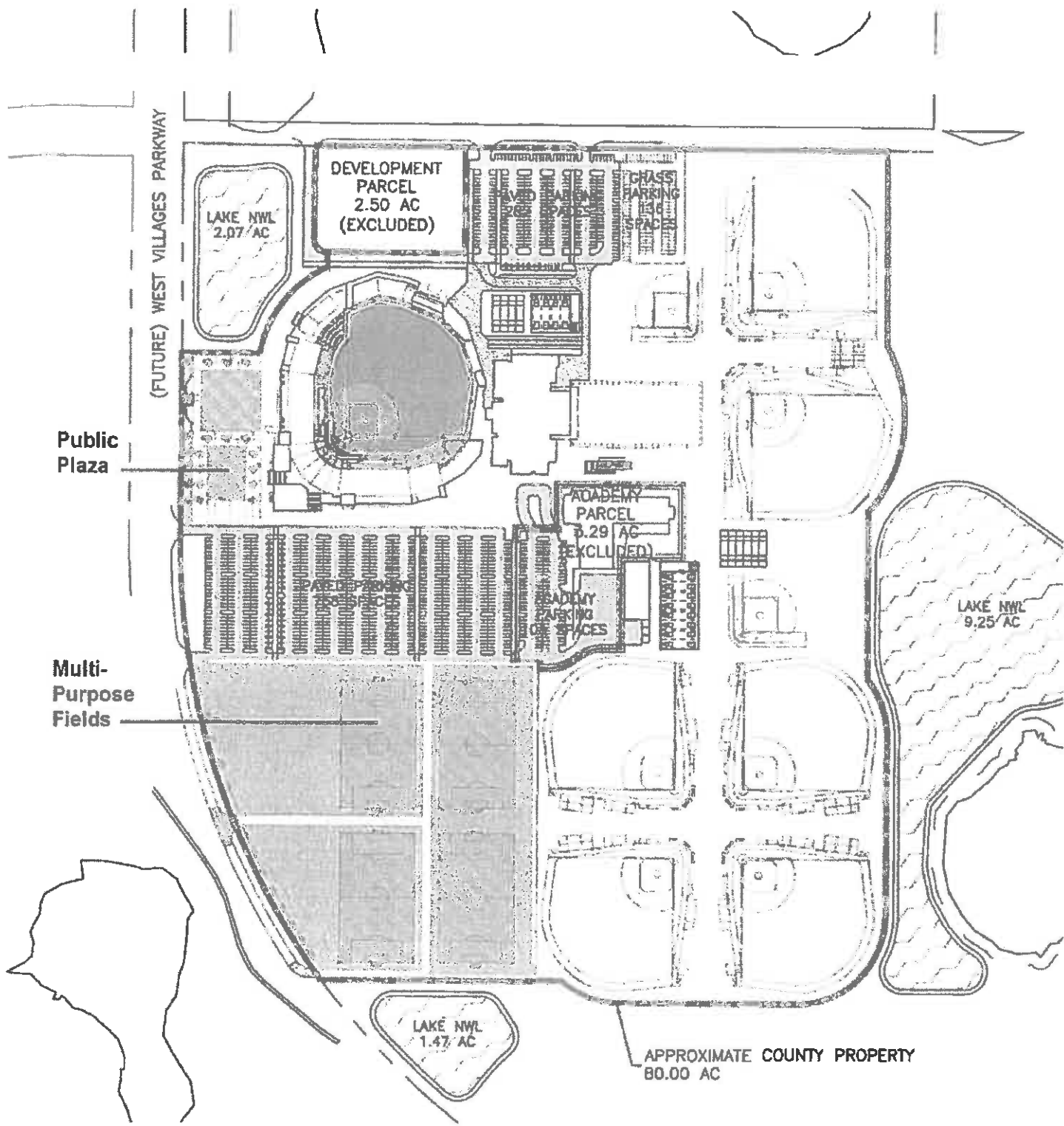


**Exhibit C**  
**Braves Spring Training Facility**

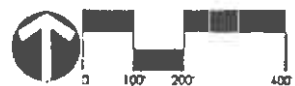


**EXHIBIT D**

**Depiction of Multipurpose Fields and Public Plaza**



**Exhibit D**  
**Multi-Purpose Fields and Public Plaza**





## EXHIBIT E – INSURANCE

1. ANLBC Insurance. Throughout the Term of the Agreement, including any Extension Terms, ANLBC shall provide and maintain, at its expense, the following insurance with respect to any Claims caused by, resulting from, arising out of or in connection with ANLBC and Team's operations, duties and obligations pursuant to this Agreement:

- (a) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations liability, personal and advertising injury liability, participant legal liability, premises liability, liquor liability (for sale of alcohol), third party property damage and bodily injury liability (including death).
- (b) Automobile Liability insurance covering liability arising out of ANLBC's use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
- (c) Workers' Compensation insurance with statutory limits as required by the State of Florida covering all ANLBC and Team employees. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (d) Garage keepers Legal Liability for liability arising out of damage to automobiles left in ANLBC's care, custody or control in the Facility parking areas, with limits of not less than \$1,000,000 combined single limit each loss. Coverage is contingent upon establishing liability on the part of ANLBC. Said requirement may be satisfied through insurance maintained by a parking management contractor.
- (e) Umbrella and/or Excess Liability insurance with limits not less than \$10,000,000 each occurrence and in the aggregate shall apply in excess of and on a following form basis to the underlying Commercial General Liability, Garage keepers Legal Liability, Automobile Liability and Employer's Liability policy limits.
- (f) Property insurance covering ANLBC's business personal property, including but not limited to FF&E and Trade Fixtures, located at the Facility. Covered property shall include any improvements to the Facility owned by ANLBC, including movable property which is not permanently affixed to the Facility and is capable of removal at the end of the Term. Said policy shall provide coverage on a replacement cost basis, and shall be written on a special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.

2. **County Insurance.** Throughout the Term of this Agreement, including any Extension Terms, the County shall provide and maintain, at its expense, the following insurance or equivalent self-insurance for which the liability of the County shall be subject to Section 768.28, Florida Statutes with respect to any Claims caused by, resulting from, arising out of or in connection with the operations, duties and obligations of County pursuant to this Agreement:
- (a) **Commercial General Liability** coverage with limits not less than \$1,000,000 each occurrence and in \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations liability, personal and advertising injury liability, participant legal liability, premises liability, liquor liability (if applicable), third party property damage and bodily injury liability (including death).
  - (b) **Automobile Liability** coverage for liability arising out of County's use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
  - (c) **Workers' Compensation.** The County is self-insured pursuant to Chapter 440, Florida Statutes covering all County employees. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
  - (d) **Property** insurance covering the Facility (including all structural components, systems components or integral parts of the Facility, the Facility Site, parking areas and appurtenant improvements) on a replacement cost basis and sub-limits in amounts that are customary, as established using an appropriate industry standard probable maximum loss analysis (as long as such sub-limits are commercially and reasonably available). Said policy shall be written on a special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.

**2.i.i.i.**

**JOINDER OF BRAVES FLORIDA RENTCO, LLC  
(FACILITY OPERATING AGREEMENT)**

By executing this joinder (this "Joinder"), the undersigned, a Delaware limited liability company ("RentCo"), hereby agrees, effective as of December 21, 2017, to be bound by the obligations applicable to ANLBC (as defined below) contained in Section 6(a) of the Facility Operating Agreement, dated as of May 23, 2017 (the "Facility Operating Agreement"), by and among Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the "County") and Atlanta National League Baseball Club, LLC, a Georgia limited liability company ("ANLBC"), with the same force and effect as if originally named therein as a co-obligor of ANLBC with respect to Section 6(a); provided that, the undersigned's obligation with respect to the payment of the Annual Fee pursuant thereto shall be limited to an amount equal to the lesser of (i) the cash received by the undersigned from Braves Stadium Company, LLC, a Delaware limited liability company ("StadCo"), pursuant to the Distribution Rights Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), by and among StadCo, RentCo and Braves Baseball Holdco, LLC, a Delaware limited liability company ("Baseball Holdco"), and (ii) any required and unpaid payments of the Annual Fee that will be due and owing by RentCo to WVID (as defined below) during the remainder of the then-current fiscal year. Without limiting the generality of the foregoing, the undersigned hereby agrees and acknowledges that it has all the rights, entitlements, duties and obligations of a co-obligor of ANLBC as set forth in the Facility Operating Agreement (solely as such rights, entitlements, duties and obligations relate to the payment of the Annual Fee to West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004 ("WVID"), as amended, as contemplated therein), as the same may be amended, if at all, concurrently with the execution and delivery of this Joinder.

The undersigned acknowledges that it has received and has had the opportunity to review the Facility Operating Agreement. The undersigned represents and warrants that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

The provisions of Sections 36 (*Governing Law, Venue and Jurisdiction*), 37 (*Waiver of Jury Trial*), 38 (*Multiple Counterparts*), 39 (*Entire Agreement*) and 41 (*MLB and MiLB Subordination*) of the Facility Operating Agreement shall apply to this Joinder *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed and delivered as of the date first written above.

BRAVES FLORIDA RENTCO, LLC,  
a Delaware limited liability company

By: Terence F. McGuirk  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,  
a Georgia limited liability company

By: Terence F. McGuirk  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

SARASOTA COUNTY, FLORIDA  
a charter county and political subdivision of the State of Florida

By: \_\_\_\_\_  
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court  
and Ex-Officio Clerk of the Board of  
County Commissioners of Sarasota, County, Florida

By: \_\_\_\_\_  
Title: Deputy Clerk

Approved as to form and correctness

\_\_\_\_\_  
County Attorney

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed and delivered as of the date first written above.

BRAVES FLORIDA RENTCO, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,  
a Georgia limited liability company

By: \_\_\_\_\_  
Name:  
Title:

SARASOTA COUNTY, FLORIDA  
a charter county and political subdivision of the State of Florida

By: \_\_\_\_\_  
Title: Chairman

ATTEST:  
KAREN E. RUSHING, Clerk of the Circuit Court  
and Ex-Officio Clerk of the Board of  
County Commissioners of Sarasota, County, Florida

By: \_\_\_\_\_  
Title: Deputy Clerk

Approved as to form and correctness

\_\_\_\_\_  
County Attorney

**2.i.v.**

10

This space reserved for use by the Clerk of  
the Circuit Court

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2017106403 10 PG(S)  
August 23, 2017 10:54:26 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

This instrument prepared by  
and return to:

Jonathan T. Johnson, Esq.  
HOPPING GREEN & SAMS, P.A. *l*  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301



**INTERLOCAL AGREEMENT REGARDING SPRING TRAINING  
STADIUM FINANCING OBLIGATIONS**

This Interlocal Agreement (the “**Interlocal Agreement**”) is made and entered into this *27* day of *JULY*, 2017 (the “**Effective Date**”), by and between the City of North Port, Florida, a Florida municipal corporation (the “**City**”) and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended (“**WVID**”). The City and WVID shall be referred to herein jointly as the “**Parties**” and each, individually, as a “**Party**.”

**WITNESSETH:**

**WHEREAS**, WVID is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements, including without limitation stadiums and ballfields, within and without its boundaries; and

**WHEREAS**, WVID, the City, Sarasota County, Florida (the “**County**”), Atlanta National League Baseball Club, LLC (“**ANLBC**”), Manasota Beach Ranchlands, LLLP (the “**Developer**”), and Calben (US) Corporation (the “**Developer Guarantor**”) (the Developer Guarantor, together with WVID, the City, the County, ANLBC, and the Developer, are collectively hereinafter referred to as the “**Stakeholders**”) have entered into that certain *Letter of Intent and Term Sheet*, dated March 9, 2017 (collectively, the “**Term Sheet**”); and

**WHEREAS**, pursuant to the Term Sheet, WVID shall provide for the design and construction, and the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC (collectively, the “**Facility**”); and

**WHEREAS**, pursuant to the Term Sheet, the County, WVID, and ANLBC entered into that certain *Non-Relocation Agreement*, dated May 23, 2017, providing for the Atlanta Braves to play its home spring training games at the Facility for an initial 30-year term (“**Non-Relocation Agreement**”); and



**WHEREAS**, the Term Sheet contemplates that the Facility be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the **"Spring Training Program Grant"**) awarded by the State of Florida (the **"State Contribution"**); (ii) a financial contribution from the City (the **"City Contribution"**); (iii) the net proceeds of bonds issued or other form of indebtedness incurred by the County (the **"County Contribution"**); (iv) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from the Developer (the **"Developer Contribution"**); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from ANLBC (the **"ANLBC Contribution"**) (the ANLBC Contribution, together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, are collectively hereinafter referred to as the **"Facility Funding Obligation"**); and

**WHEREAS**, Exhibit D to the Term Sheet contemplates that WVID shall issue bonds or other indebtedness secured by the Facility Funding Obligation (hereinafter, the **"WVID Bonds"**), the proceeds of which shall be received by WVID on or before December 31, 2017 (the **"Target Funding Date"**); and

**WHEREAS**, notwithstanding the foregoing, so long as the Spring Training Program Grant has been awarded by the State by the Target Funding Date, if the bonds or other indebtedness to be issued by WVID and secured by the Developer Contribution and the ANLBC Contribution (the **"WVID Debt"**) and/or the bonds or other indebtedness to be issued by WVID and secured by the State Contribution (the **"State Sales Tax Payments Bonds,"** and together with the WVID Debt, the **"WVID Bonds"**) is not yet issued and the net proceeds therefrom deposited into the respective subaccount of the WVID Construction Account by the Target Funding Date, WVID may instead acquire temporary funding (hereinafter, the **"Temporary Funding"**) in an amount necessary to preserve the Project Schedule between January 1, 2018 and February 28, 2018, the occurrence of which shall not constitute a default under the Development Agreement (hereinafter defined) or this Agreement, provided that the WVID Bonds shall be issued and the proceeds therefrom deposited to the applicable subaccount of the WVID Construction Account on or before February 28, 2018; and

**WHEREAS**, the Term Sheet contemplates that the City Contribution is to be comprised of a Three Hundred Thousand Dollar (\$300,000.00) annual contribution to WVID over a period of thirty (30) years, resulting in a total payment of Nine Million Dollars (\$9,000,000.00); and

**WHEREAS**, there are extensive benefits to the Stakeholders in the event that the City Contribution is paid to WVID as a lump sum payment instead of through the issuance of the WVID Bonds, which benefits include but are not limited to the following: (i) conserves significant staff and legal time, resources, and expenses that otherwise would have been expended relative to the issuance and remittance of the annual payments; (ii) avoids the need to utilize a portion of the City Contribution towards WVID's bond-related expenses such as issuance costs, underwriting fees and costs, and legal, financial advisory, and other consultant fees and expenses; and (iii) streamlines the process of obtaining the Facility Funding Obligation; and

WHEREAS, there are additional benefits specific to the City in the event that the City Contribution is paid as a lump sum payment, which benefits include but are not limited to the following: (i) eliminates the City's need to budget for the City Contribution payments over the next thirty (30) years during unknown market conditions (which allows for the City to better allocate financial resources within the current and/or upcoming fiscal year); (ii) increases the City's future borrowing capacity by eliminating the City's annual payment; (iii) prevents the potential effect of binding future City Commissions relative to the provision of the City Contribution over the next thirty (30) years; and (iv) reduces City staff resources needed to coordinate the payment of the City Contribution semi-annually over the next thirty (30) years; and

WHEREAS, due to financial economies and other efficiencies gained by WVID not issuing the portion of the WVID Bonds secured by the City Contribution provided over a term of thirty (30) years, the Parties now desire for the City Contribution to instead be made a lump sum contribution to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00); and

WHEREAS, the terms and conditions of the State Contribution, the County Contribution, the Developer Contribution, and the ANLBC Contribution are more particularly set forth in that certain *Development Agreement* by and between the County, the City, WVID, the Developer, the Developer Guarantor, and ANLBC that has been executed or is to be executed by such parties (hereinafter, the "**Development Agreement**"); and

WHEREAS, the terms and conditions of the County Contribution are more particularly set forth in the Development Agreement and that certain *Interlocal Agreement* by and between the County and WVID as contemplated by the Term Sheet ("**County Interlocal Agreement**") that has been executed or is to be executed by such parties; and

WHEREAS, the terms and conditions of the State Contribution are more particularly set forth in the Development Agreement and that certain *Spring Training Program Agreement* by and between the State and WVID that has been executed or is to be executed by such parties (hereinafter, the "**Spring Training Program Agreement**"); and

WHEREAS, in accordance with intent of the Term Sheet, WVID and the City desire to enter into this Interlocal Agreement to set forth the rights, duties and obligations of the Parties hereto relative to the provision of the City Contribution.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS; DEFINED TERMS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.

## SECTION 2. PROVISION OF THE CITY CONTRIBUTION.

- A. Notwithstanding anything to the contrary in the Term Sheet, the City acknowledges and agrees that it shall partially provide for the funding of the design and construction of the Facility by contributing a lump sum payment to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00). Such amount shall be due and payable to WVID in one or more installments, but paid in full no later than the earlier of: (i) the Target Funding Date; or (ii) if the WVID Bonds have not yet been issued as of such date, upon WVID's receipt of the Temporary Funding. Beyond the City Contribution, other than as a result of a default of its obligations hereunder, the City shall have no additional financial or other liability relative to the Facility Funding Obligation.
- B. Upon receipt, WVID shall deposit the proceeds of the City Contribution in the applicable construction account held by a trustee on behalf of WVID pursuant to a custodian agreement, all in accordance with the Development Agreement for use in financing the costs relative to the design and construction of the Facility. WVID may utilize such funds in the manner set forth in the Development Agreement.
- C. If, as of the Target Funding Date, all Conditions Precedent (hereinafter defined) have been met pursuant to Section 3(A) below, and the City fails to make its payment of the City Contribution, WVID shall provide immediate notice of such default to all of the Parties to the Development Agreement, and WVID shall have the option to terminate this Interlocal Agreement as of the Target Funding Date (hereinafter, a "**Default Termination**").

## SECTION 3. CONDITIONS PRECEDENT.

- A. The City's obligation to pay the City Contribution as contemplated herein and to take any other action required by this this Interlocal Agreement is hereby expressly contingent upon the satisfaction and occurrence of each of the following conditions (collectively the "**Conditions Precedent**") prior to the Target Funding Date:
  - i. The Stakeholders' approval and execution of the Development Agreement;
  - ii. WVID and the County's approval and execution of the County Interlocal Agreement;
  - iii. The State's award of the Spring Training Program Grant to WVID;
  - iv. WVID's issuance of bonds or other indebtedness secured by the Developer Contribution and the ANLBC Contribution; and

- v. Receipt of the County Contribution by WVID.

Notwithstanding the foregoing, in the event that the Condition Precedent set forth in Section 3(A)(iv) above has not occurred on or before the Target Funding Date, such Condition Precedent shall be deemed to have been met so long as WVID secures the Temporary Funding by such date.

- B. Should any of the foregoing conditions have not been satisfied by the Target Funding Date, the City may terminate this Interlocal Agreement by written Notice to WVID and the parties to the Development Agreement, termination to be effective immediately upon issuance of said Notice.

#### **SECTION 4. REFUND.**

- A. WVID shall refund to the City the full amount of the City Contribution if any party terminates the Development Agreement, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- B. WVID shall refund to the City a prorated amount of the City Contribution if any party terminates the Non-Relocation Agreement prior to the initial 30-year term of same, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. Any refund shall be calculated and prorated to a monthly amount. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- C. Any such refund shall be paid to the City no later than ninety (90) days after receipt of the above-referenced funds by WVID from ANLBC.

**SECTION 5. EFFECTIVE DATE; TERM.** This Interlocal Agreement shall become effective as of the Effective Date, and shall continue until the termination of all Operative Agreements, which shall include, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City License Agreement, (v) the Developer License Agreement, (vi) the County and WVID Interlocal Agreement, (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

**SECTION 6. EFFECT OF TERMINATION; REMEDIES.** A default under this Interlocal Agreement shall entitle the Parties to all remedies set forth herein:

**A. Negotiations.** In the event of any claim or dispute among the Parties arising out of or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle such dispute in a reasonable manner through amicable negotiations. Upon written request from either Party to conduct such negotiations (the “**Negotiation Notice**”), both Parties shall use commercially reasonable efforts to resolve such dispute in good faith. For ninety (90) days following the issuance of a Negotiation Notice, neither Party shall file any claim or lawsuit to resolve such dispute.

**B. Other Remedies.** Subject to complying with Section 6(A) herein, the Parties shall have the ability to pursue any remedies available at law.

1. Litigation permitted by, arising under, or with respect to this Agreement shall only be instituted in the Twelfth Judicial Circuit Court of Florida in Sarasota County or the Tampa division of the United States District Court for the Middle District of Florida or, in the event of any changes to such circuit, district or division, in the circuit court in the judicial circuit and county or the federal district court and division within which the Facility is located at the time such litigation is filed. The Parties consent to the jurisdiction and venue of such courts for such permitted litigation.

2. Any failure of a Party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the default.

**SECTION 7. AMENDMENT.** Amendments to and waivers of the provisions contained in this Interlocal Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

**SECTION 8. ASSIGNMENT.** Neither of the Parties may assign their rights, duties or obligations under this Interlocal Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 9. NOTICES.** All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

**To City:** City of North Port, Florida  
4970 City Hall Boulevard  
North Port, FL 34286  
Attn: City Manager

**With a copy to:** City of North Port, Florida  
4970 City Hall Boulevard

North Port, FL 34286  
Attn: City Attorney

**To WVID:**

c/o Special District Services  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: District Manager

**With a copy (which shall not constitute notice) to:**

O'Melveny & Myers LLP  
Times Square Tower  
7 Times Square  
New York, NY 10036  
Attention: Irwin Raij, Esq.  
E-mail: irajj@omm.com

**With a copy (which shall not constitute notice) to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attention: Jonathan Johnson, Esq.  
E-mail: jonathanj@hgslaw.com

Except as otherwise provided in this Interlocal Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Interlocal Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the respective Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 10. PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to WVID or the City in connection with this Interlocal Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

**SECTION 11. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Interlocal Agreement shall not affect the validity or enforceability of the remaining portions of this Interlocal Agreement, or any part of this Interlocal Agreement not held to be invalid or unenforceable.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Interlocal Agreement is solely for

the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Interlocal Agreement. Nothing in this Interlocal Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Interlocal Agreement or any of the provisions or conditions hereof. The Parties shall be solely responsible for enforcing their rights under this Interlocal Agreement against any interfering third party. Nothing contained in this Interlocal Agreement shall limit or impair the Parties' right to protect its rights from interference by a third party.

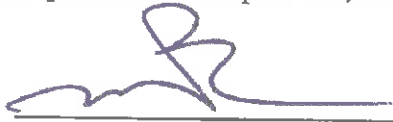
**SECTION 13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Interlocal Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Interlocal Agreement.

**SECTION 14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Interlocal Agreement.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by duly authorized officers of WVID and the City, each of whom hereby represents and warrants that he or she has the full power and authority to execute this Interlocal Agreement in such capacity, all as of the day and year first above written.

**WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes

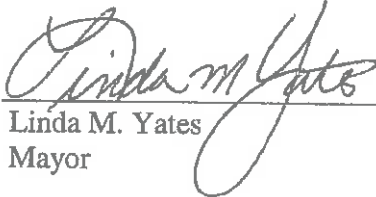
By:   
Chairman

ATTEST:

By:   
Secretary



**CITY OF NORTH PORT, FLORIDA,**  
a Florida municipal corporation

By:   
Linda M. Yates  
Mayor

Attest:



Patsy C. Adkins, MMC  
City Clerk

Approved as to form and correctness:

  
Amber L. Slayton  
Interim City Attorney

**2.v.**

CONTRACT NO. 2017-285

BCC APPROVED 9-13-17

This space reserved for use by the Clerk  
of the Circuit Court

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2017136583 15 PG. 31  
November 03, 2017 05:10:22 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Return to:

Stephen E. DeMarsh, Esq.  
Office of the County Attorney  
1660 Ringling Boulevard, 2<sup>nd</sup> Floor  
Sarasota, Florida 34236



**INTERLOCAL AGREEMENT  
BETWEEN SARASOTA COUNTY AND  
WEST VILLAGES IMPROVEMENT DISTRICT**

This **Interlocal Agreement** (the "Interlocal Agreement") is entered into this 12th day of September, 2017 by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida, and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

**WHEREAS**, as of even date herewith, Atlanta National League Baseball Club, LLC, a Georgia Limited Liability Company ("ANLBC"), Sarasota County, Florida, a charter county and political subdivision of the State of Florida ("County"), the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended ("WVID"), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership ("Developer"), and Calben (US) Corporation, a Delaware Corporation ("Developer Guarantor") have entered into that certain Development Agreement (the "Development Agreement"), and

**WHEREAS**, the Development Agreement describes the parties' understanding with respect to the design, financing, construction, operation and maintenance of a spring training facility to be used by ANLBC, and

**WHEREAS**, pursuant to the Development Agreement, WVID shall contract (or accept an assignment of contract(s)) for the design and construction, and a portion of the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC, and

**WHEREAS**, it is contemplated that the Facility (hereinafter defined) be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the "Spring Training Program Grant") awarded by the State of Florida (the "State Contribution"); (ii) a financial contribution from the City (the "City Contribution"); (iii) the proceeds of bonds issued or other form of indebtedness incurred by the County (the "County Bonds"); (iv) a financial contribution from the Developer (the "Developer Contribution"); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another

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entity, and secured by annual contributions from ANLBC (the "ANLBC Contribution"), and together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, the "Facility Funding Obligation"), and

**WHEREAS**, the Developer is obligated to transfer title of the land upon which the Facility is to be constructed to WVID at no cost, and

**WHEREAS**, WVID is obligated to transfer title to the land and improvements comprising the Facility to the County following Substantial Completion of the construction of same (as hereinafter defined), and

**WHEREAS**, the County is obligated to accept the transfer of title to the land and improvements relative to the Facility, and has entered into a Facility Operating Agreement with ANLBC for the use and occupancy of the Facility, and

**WHEREAS**, the County desires to assign all Annual Fee payments to be made by ANLBC for use of the Facility to WVID, which thereafter desires to assign its right to receive such payments to the hereinafter defined Trustee on its behalf for the purpose of making debt service payments relative to the ANLBC Contribution.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the County and WVID, each intending to be legally bound, do hereby mutually agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby confirmed as correct and incorporated herein by reference.
2. **Legal Authority.** This Agreement is entered into under the authority of Chapters 125 163, and 189, Florida Statutes.
3. **Definitions.**
  - (a) *Annual Fee* shall mean the annual fee payable by ANLBC as defined in the Development Agreement.
  - (b) *Closing* shall mean closing on the conveyance of the Facility Site from WVID to the County.
  - (c) *Construction Manager* shall mean the Construction Manager retained by WVID to construct the Facility.
  - (d) *County Bonds* shall mean those certain bonds to be issued by the County to meet the obligations to WVID to provide a portion of the funding necessary for the design and construction of the Facility.
  - (e) *Drainage License Agreement* shall mean the agreement between the County, ANLBC, WVID and Developer setting forth the rights, duties and obligations of the parties with regard to the Stormwater Management Facilities and the Stormwater

Site (all as defined in the Drainage License Agreement), and providing all rights necessary for the required drainage of the Facility and the Facility Site.

- (f) *Facility* shall mean the Spring Training facility to be developed as more specifically defined in the Development Agreement.
- (g) *Facility Operating Agreement* shall mean that certain agreement between ANLBC and the County dated May 23, 2017, setting forth the terms and conditions under which ANLBC shall occupy, use, operate and manage the Facility.
- (h) *Facility Site* shall mean that certain tract of land situated in Sarasota County, Florida, as generally set forth in Exhibit A, and as defined in the Development Agreement. For the avoidance of doubt, the Facility Site shall not include the Stormwater Site (as defined in the Drainage License Agreement).
- (i) *Funding Date* shall mean the date on which the WVID Construction Account (as Defined in the Development Agreement), or any subaccounts thereof, holds all of the following amounts, which is anticipated to be December 2017: (a) the City Contribution, (b) the net proceeds of the County Bonds, (c) the net proceeds of the States Sales Tax Payments Bonds or the Temporary Funding, (d) the net proceeds of the WVID Debt, and (e) the Developer Contribution.
- (j) *Governmental Authority* or *Governmental Authorities* shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Facility or Facility Site and any Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Facility or Facility Site.
- (k) *Program* shall mean the design and construction requirements for the Facility and the Facility Site as more particularly set forth in the Development Agreement. The Program shall be subject to modification and adjustment as set forth in the Development Agreement.
- (l) *Project Budget* shall mean the budget of the costs to construct the Facility, as may change from time to time, as more particularly set forth in the Development Agreement.
- (m) *Spring Training Program Agreement* shall mean the Spring Training Program Agreement between the Florida Department of Economic Opportunity and WVID relative to the State Sales Tax Payment Bonds as the same may be amended or supplemented from time to time.
- (n) *State Sales Tax Payments Bonds* shall mean those certain bonds, notes or other form of indebtedness, in one or more series, to be issued by the WVID in an amount necessary to finance the portion of the design and construction of the Facility and secured by the State Contribution.
- (o) *Substantial Completion* shall be defined as more particularly set forth in the Construction Contract, but shall include, at a minimum, the occurrence of all of the following: (i) the Design Professional has delivered to the parties to the Development Agreement a certificate certifying that the Facility is sufficiently complete in accordance with the requirements of the Construction Contract subject to the completion of punch list items that do not materially affect the use or occupancy of the Facility or its operation for purposes as a Spring Training Facility, (ii) all required

governmental inspections and certifications have been made and posted, and (iii) a temporary or permanent certificate of occupancy has been issued in respect of the Facility; provided that the certificate of occupancy shall be delivered to ANLBC promptly following its issuance.

- (p) *Temporary Funding* shall mean funding from ANLBC to be utilized by WVID in the event that the State Sales Tax Payment Bonds are not issued by the Funding Date, as more particularly defined in the Development Agreement.
- (q) *Trustee* shall mean the Trustee of the WVID Debt and the State Sales Tax Payment Bonds.
- (r) *WVID Debt* shall mean those certain bonds, notes or other form of indebtedness, in one or more series, to be issued by the WVID in an amount necessary to finance a portion of the design and construction of the Facility and secured by the Annual Fee.

**4. Conditions Precedent.** The obligations of the County and WVID set forth herein are conditioned upon the following:

- (a) Spring Training Program Grant. WVID shall have secured the grant of award of the Spring Training Program Grant pursuant to the State Certification Letter from the State of Florida in the amount of \$1 million per year for a period of twenty (20) years no later than the Funding Date.
- (b) Development Agreement. Each of the relevant parties shall have entered into the Development Agreement no later than the Funding Date.
- (c) Developer Guarantor Agreement. Developer Guarantor shall have entered into a guaranty agreement as described in the Development Agreement no later than the Funding Date.

**5. Funding Obligations.** The County and WVID each have obligations to issue debt instruments in order to fund the Facility design and construction costs as more fully set forth in the Development Agreement and the plan of finance incorporated therein.

- (a) County Funding Obligations. The County has agreed to issue its County Bonds for the purpose of meeting its obligation to partially fund the cost of the design and construction of the Facility in accordance with the Program set forth in the Development Agreement. The County is obligated to make net bond proceeds of \$21,262,000.00 (or similar alternative financing) available on the Funding Date. The County shall use its best efforts to close on the County Bonds on or before the Funding Date, provided that full funding will be made available on the Funding Date. The County Bonds will be issued as tax-exempt obligations.
- (b) WVID Funding Obligations. WVID shall issue the State Sales Tax Payments Bonds and the WVID Debt for the purpose of meeting its obligation to partially fund the cost of the design and construction of the Facility in accordance with the Program set forth in the Development Agreement. The amount of the State Sales Tax Payment Bonds and the WVID Debt is set forth in more detail in the Plan of Finance included in the Development Agreement. WVID shall use its best efforts to close on the WVID Debt and the State Sales Tax Payments Bonds on or before the Funding Date.

- a. WVID shall make the net proceeds of the State Sales Tax Payments Bonds available on the Funding Date. Notwithstanding the foregoing, so long as the State Certification Letter has been awarded to WVID by the State as of the Funding Date, if the State Sales Tax Payments Bonds are not issued by the Funding Date, WVID may instead acquire Temporary Funding in the alternative.
- (c) The County shall have the right to review all WVID financing documents related to financing the Facility and to participate in meetings and other activities related to such financing as the parties may deem reasonably appropriate. Neither WVID nor the County shall structure its financing documents to permit a lien or encumbrance upon the Facility Site or Facility.
- (d) Each party will contribute its funds to the WVID Construction Account and/or WVID Debt Account to finance the design and construction of the Facility in accordance with the Trust Indenture and Custodian Agreement, as applicable, and will use its best efforts to contribute such funding to WVID through coordinated closings. The County will not be obligated to transfer its net bond proceeds of \$21,262,000.00 to the WVID until WVID has closed on the issuance the WVID Debt and the State Sales Tax Payments Bonds (or received the Temporary Funding as of the Target Date, as applicable) and WVID shall have deposited its net bond proceeds into the appropriate subaccount in the WVID Construction Account to be administered by a custodian with corporate trust powers.
- (e) WVID shall reasonably agree to the terms of the tax certificate prepared by the County's bond counsel. WVID shall provide the County with monthly reports concerning the expenditures of County funds for purposes of demonstrating compliance with the terms of the tax certificate.
- (f) If requested by the County, WVID shall engage the services of a firm qualified to prepare arbitrage reports, at WVID's expense. WVID shall deliver the arbitrage report to the County annually, no later than December 1 of each year for the preceding County fiscal year ending September 30. The arbitrage report shall be certified to WVID and the County.
- (g) WVID will take no action or omit to take an action that would reasonably be expected to jeopardize the tax-exempt status of the County Bonds. The County's bond counsel shall be consulted and shall have final decision making authority with respect to the interpretation of the terms of the tax certificate and the application of federal tax law to the County Bonds.
- (h) County and WVID each agree to assign their respective rights to collect ANLBC's Annual Fee under the Facility Operating Agreement and hereunder to the Trustee of the bonds issued or other indebtedness secured by the ANLBC Contribution; provided, however, that such assignment is contingent on the issuance of the WVID Debt. The Annual Fee shall be used to secure and pay debt service on the WVID Debt and for no other purpose.
- (i) Deposits into the Capital Maintenance Fund. Deposits into the Capital Maintenance Fund as described in the Facility Operating Agreement made by the County and ANLBC shall be held by the County and shall not be transferred to the WVID or the Trustee and shall not be subject to a lien in connection with the WVID Debt or the State Sales Tax Payments Bonds.

6. **Project Completion.** WVID has agreed to contract for (and or accept an assignment of contract(s) for) the design and construction of the Facility under the terms of the Development Agreement. WVID will require the posting of a Florida Statutes, Section 255.05 Payment and Performance Bond by the Construction Manager. WVID will ensure that no liens shall be placed on the Facility or Facility Site.
7. **Asset Identification.** WVID and the County shall confer to establish asset identification procedures that will allow for the transfer of the Facility Site and Facility in a manner that will permit the County to book the asset by category for inventory and asset life purposes and for purposes of determining eligibility for funding from the Capital Maintenance Fund established under the Facility Operating Agreement. The asset identification procedures shall be agreed to by WVID and the County in a written instrument no later than December 31, 2017.
8. **Boundary Survey.** Prior to Closing, WVID shall, at its expense (but payable from the Project Budget), have an updated boundary survey of the Facility Site prepared by a licensed Florida Land Surveyor that shows the external boundary of the Facility site as well as the boundary of any buildings or structures internal to the Facility Site. The survey shall be certified to WVID, the Developer, and the County. The Development Agreement shall govern any title or survey defects.
9. **Governmental Charges.** All permit fees, assessments, line extension fees, utility fees, capacity fees and impact fees of any kind or nature incurred in connection with the construction of the Facility on the Facility Site shall be paid as addressed in the Development Agreement and the Drainage License Agreement.
10. **Governmental Approvals.** Prior to Closing, WVID shall obtain all required approvals from Governmental Authorities having jurisdiction over the construction of the Facility as a condition to the Substantial Completion of the Facility.
11. **Product Manuals and Maintenance Procedures Manual.** WVID shall cause the Construction Manager to assemble all product manuals within its possession and shall prepare a maintenance procedure manual (the "Maintenance Procedures Manual") for all systems and components of the Facility. Prior to Closing, WVID shall use its commercially reasonable best efforts cause the Construction Manager to deliver all such product manuals and the Maintenance Procedures Manual to the County.
12. **Marketable Title.** WVID shall convey marketable title consistent with the terms of the Development Agreement.
13. **Title Transfer.** Upon Substantial Completion of the Facility, and once the requirements set forth in sections 6- 12 herein have been satisfied, WVID and the County shall schedule a real estate closing with respect to the transfer of the title to the Facility Site and Facility from WVID to the County. The Closing shall be held in the Office of the County Attorney, 1660 Ringling Boulevard, Second Floor, Sarasota, Florida 34236 or at



a place designated by the County. Alternatively, the Closing may be conducted by delivery of documents in escrow accompanied by escrow instructions with an escrow agent mutually agreeable to WVID and the County. The date of the Closing shall be between five (5) and fifteen (15) days following the satisfactory completion of the preconditions to Closing set forth herein. At the Closing, WVID shall deliver a Special Warranty Deed for the Facility Site to the County together with all easements, if necessary, that are required to provide access to the Facility Site and utility easements required to serve the Facility Site and Facility. At the Closing, WVID shall deliver the Drainage License Agreement. WVID shall also deliver an Owner's Affidavit of No Liens to the County, bill of sale, closing statement, corrective instruments if any, closing agreement and any other documents reasonably requested by the County, as necessary to close the transaction and convey title in the condition required by Section 12 above. It is anticipated that the recording of the Special Warranty Deed and title transfer will be exempt from the levy of Documentary Stamp Taxes. In the event that Documentary Stamp Tax is owed on the transfer, WVID will pay the required tax. WVID shall pay to record any easements, the Drainage License Agreement, corrective instruments if any or other documents other than the Special Warranty Deed. The County shall pay to record the Special Warranty Deed.

- 14. Project Documents.** At the Closing, WVID shall provide to County, at no cost to the County, all site and development plans and permits, construction plans and permits, environmental and stormwater plans, reports and permits, and surveys within its possession, and such other documents within its possession as the County may reasonably request. WVID shall additionally use its best efforts to obtain and provide to County, at no cost to County, all site and development plans and permits, construction plans and permits, environmental and stormwater plans, reports and permits, and surveys not within its possession, and such other documents as the County may reasonably request.
- 15. Consultant Contracts; Construction Contracts; Warranties.** WVID shall comply with the Development Agreement, as it relates to all Consultant Contracts and Construction Contracts, including any warranties arising from the same.
- 16. Evidence of Payment.** WVID shall comply with the provisions of the Development Agreement, as it relates to evidence of payment.
- 17. Facility Operating Agreement.** Following recording of the Special Warranty Deed and transfer of the Facility and the Facility Site to the County, the County shall keep the Facility Operating Agreement in full force and effect, and shall use its best efforts to ensure that ANLBC shall occupy and use the Facility Site and Facility in accordance with the terms of the Facility Operating Agreement. The County, in conjunction with WVID, will enforce the terms of the Non-Relocation Agreement, if required, in order to make certain that ANLBC continues to occupy and use the Facility Site and Facility in accordance with the terms of the Non-Relocation Agreement.

**18. Dispute Resolution.**

- (a) In the event of a dispute between WVID and the County regarding the performance of the obligation contained herein, the dispute resolution provisions of the Development Agreement shall govern. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.
- (b) This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- (c) The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

- 19. Force Majeure.** Except for any payment obligation by either party, if either the County or WVID is unable to perform, or is delayed in its performance of any of its obligations under this Interlocal Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or WVID to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or WVID from performing any of its obligations (other than payment obligations) under this Interlocal Agreement: acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the County, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB (as defined in the Facility Operating Agreement) or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party (or any Design Professional, Consultant, or Contractor, of any tier) hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Interlocal Agreement.

- 20. Entire Agreement.** This Interlocal Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Interlocal Agreement may be amended or modified only by an instrument of equal formality executed by authorized representatives of the County and WVID.
- 21. Severability.** If any provision of this Interlocal Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Interlocal Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Interlocal Agreement, and to this end the provisions of this Interlocal Agreement are declared to be severable.
- 22. Mutual Benefit.** This Interlocal Agreement is for the mutual benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action to any party not specifically named herein nor shall any provision of this Interlocal Agreement be construed as constituting a waiver of sovereign immunity.
- 23. Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- 24. Effective Date.** This Interlocal Agreement shall become effective upon filing with the Clerk of the Circuit Court of Sarasota County.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

ATTEST:

By: Kathleen M. Dooling  
Printed Name: Kathleen M. Dooling

West Villages Improvement District, an independent special district, created pursuant to Chapter 189, Florida Statutes

By: Martin Black  
Martin Black, Chairman

Date: September 13, 2017

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Approved as to form and correctness:  
By: \_\_\_\_\_  
County Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

West Villages Improvement District, an independent special district, created pursuant to Chapter 189, Florida Statutes

By: \_\_\_\_\_  
Martin Black, Chairman

Date: \_\_\_\_\_

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Blanca Kook  
Deputy Clerk

SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: [Signature]  
Chair

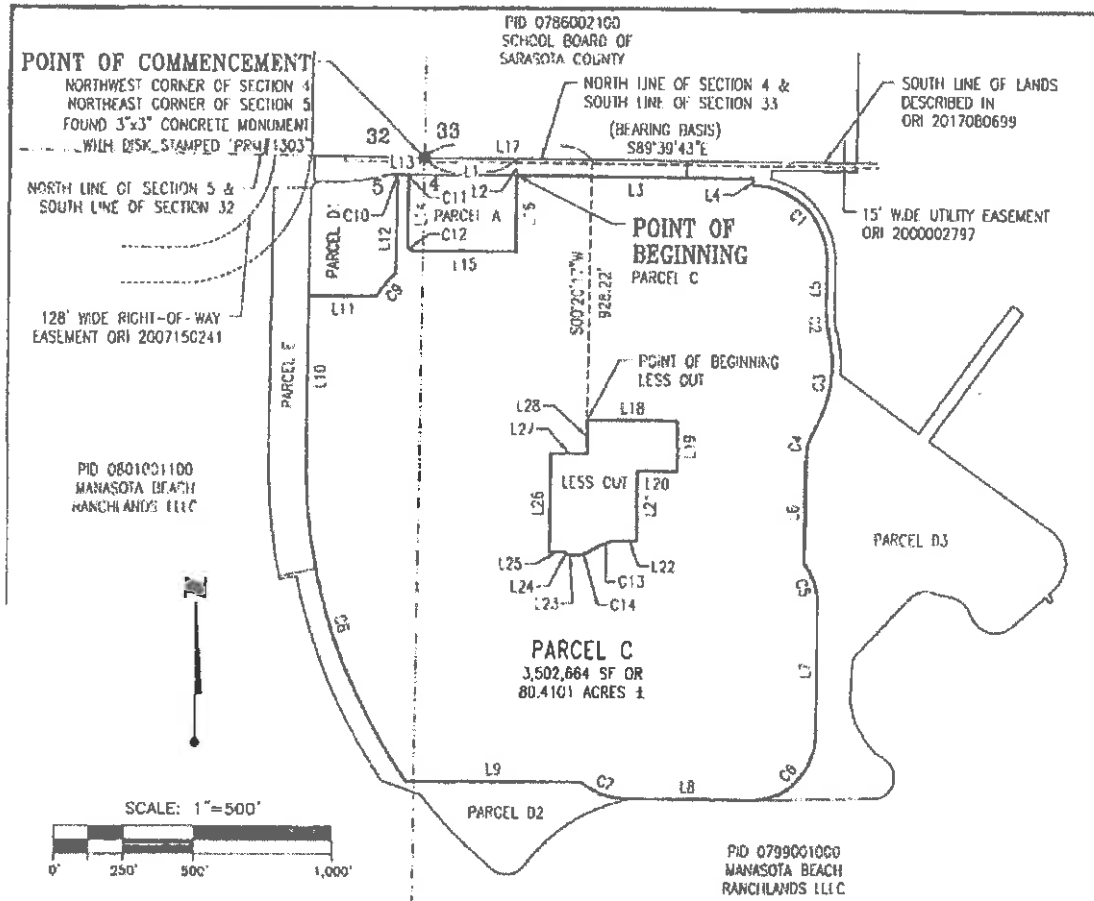
Date: 9-13-17

Approved as to form and correctness:

By: [Signature]  
County Attorney LM

**Exhibit A**

Sketch and Legal Description of Facility Site  
(3 Sheets)



**ABBREVIATIONS:**

- ORI - OFFICIAL RECORD INSTRUMENT NUMBER
- PID - PROPERTY IDENTIFICATION NUMBER
- SF - SQUARE FEET

SEE SHEET 2 FOR TABLES  
 SEE SHEET 3 FOR LEGAL DESCRIPTION

**PARCEL C**

REV. 'A'; REVISED 15' UTILITY EASEMENT AND REMOVED HATCH; 8/14/17; EDM  
 FOR: MANASOTA BEACH RANCHLANDS, LLC

This is NOT a Survey and Not valid without all sheets.

Aug 14, 2017 - 14-01-15 EDM:JAK\215614091\survey\drawing\5 & D\215614091v\_spsk03.dwg

SKETCH & DESCRIPTION OF A  
 TRACT OF LAND LYING IN  
 SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E.,  
 SARASOTA COUNTY, FLORIDA



**Stantec**

6800 Professional Parkway East, Sarasota, FL 34240-8414  
 Phone 941-507-8500 • Fax 941-507-4910  
 Certificate of Registration #1710 • www.stantec.com  
 Licensed Business Number 1905

TASK CODE: 220	DRAWN BY EDM	CHECKED BY JAK	LEAD FILE # 215614091v-spsk03	PROJECT NO: 215614091	SHEET 1 OF 3	DRAWING INDEX FILE 215614091v-spsk03	REV A
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LINE TABLE		
LINE	BEARING	DISTANCE
11	S89°39'43"E	313.89
12	S07°27'17"W	65.00
13	S81°32'42"E	276.44
14	S03°20'17"W	72.29
15	S07°20'17"W	175.10
16	S07°20'17"W	372.25
17	S82°35'07"W	452.62
18	N89°29'42"W	467.62
19	N89°43'22"W	528.21
20	N07°15'17"E	573.39
21	S89°16'58"E	243.14
22	N00°54'51"E	174.05
23	S29°26'59"E	13.25
24	S06°54'31"W	272.14

LINE TABLE		
LINE	BEARING	DISTANCE
115	S82°39'43"E	362.43
116	N07°20'17"E	211.89
117	S07°35'43"E	602.52
118	S89°45'22"E	753.80
119	S07°16'34"W	175.45
120	N89°19'43"W	112.51
121	S02°16'38"W	265.94
122	N89°19'43"W	211.17
123	N89°43'22"W	25.68
124	N07°16'34"E	10.00
125	N69°41'22"W	60.50
126	N07°16'38"E	54.05
127	S89°41'22"E	11.37
128	N07°16'38"E	192.39

CURVE TABLE					
LINE	ANCHORS	DATA	ARC	CHORD	CHORD BEARING
21	275.70	90°00'00"	43°27'	398.91	S44°30'42"E
22	275.70	142°26'30"	20°41'	26.21	S07°57'59"W
23	462.50	107°06'15"	271.20	367.32	S07°26'47"W
24	163.00	317°00'15"	103.32	102.05	S12°55'37"W
25	275.70	181°26'15"	162.38	185.36	S19°12'40"E
26	275.70	90°00'00"	266.45	372.12	S45°20'17"W
27	235.20	42°27'30"	216.70	162.25	N69°28'17"W
CB	1,259.00	36°55'24"	743.11	1,221.71	N1°57'09"W
29	575.50	182°23'40"	107.82	107.20	N41°15'50"E
30	10.00	60°11'54"	34.25	32.84	N52°15'26"W
31	20.00	34°11'05"	18.87	17.81	S°18°10'55"W
32	30.00	89°24'13"	27.47	27.64	N49°21'36"E
33	150.00	54°34'33"	114.68	112.93	S7°06'02"W
34	110.00	34°32'36"	86.20	65.27	S7°01'10"W

DESCRIPTION (as prepared by the engineering Surveyor and Mapper)

A tract of land lying in Sections 4 & 5, Township 40 South, Range 20 East, Sarasota County, Florida, being more particularly described as follows:

(COMMENCE) at the northwest corner of Section 4; thence S89°39'43"E along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 2017000093 of the Public Records of Sarasota County, Florida, a distance of 313.89 feet; thence S07°27'17"W, a distance of 65.00 feet to the POINT OF BEGINNING; thence S82°39'43"E, a distance of 362.43 feet; thence S07°20'17"W, a distance of 175.10 feet to the point of curvature of a non-tangent curve to the right, having a radius of 275.70 feet; and a central angle of 90°00'00"; thence southeasterly along the arc of said curve a distance of 431.91 feet; said curve having a chord bearing and distance of S44°30'42"E, 398.91 feet; to the point of tangency of said curve; thence S07°20'17"W, a distance of 179.10 feet to the point of curvature of a curve to the left having a radius of 275.70 feet and a central angle of 142°26'30"; thence southeasterly along the arc of said curve, a distance of 20.41 feet; to the point of reverse curvature of a curve to the right having a radius of 462.50 feet and a central angle of 107°06'15"; thence southeasterly along the arc of said curve, a distance of 271.20 feet to the point of reverse curvature of a curve to the left having a radius of 163.00 feet and a central angle of 317°00'15"; thence southeasterly along the arc of said curve, a distance of 102.05 feet to the point of tangency of said curve; thence S07°20'17"W, a distance of 372.25 feet; to the point of curvature of a non-tangent curve to the right, having a radius of 275.70 feet and a central angle of 142°26'30"; thence southeasterly along the arc of said curve, a distance of 162.38 feet; said curve having a chord bearing and distance of S19°12'40"E, 185.36 feet; to the point of tangency of said curve; thence S07°20'17"W, a distance of 462.50 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 42°27'30"; thence southeasterly along the arc of said curve, a distance of 216.70 feet to the end of said curve; thence N69°28'17"W, along a line not tangent to said curve a distance of 112.51 feet to the point of curvature of a non-tangent curve to the right, having a radius of

--- CONTINUE ON SHEET 1

SEE SHEET 1 FOR SKETCH  
SEE SHEET 3 FOR LEGAL DESCRIPTION

PARCEL C

SPV 741 REVISED '15 UTILITY EASEMENT AND REMOVAL MATCH 8/14/17, LDM  
FOR: MINNESOTA BEACH BAYLANDS, LLC

This is NOT a Survey and Not valid without all sheets.

SKETCH & DESCRIPTION OF A TRACT OF LAND LYING IN SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA



Stantec

2000 Professional Building, Sarasota, FL 34236  
Phone: 941.551.8800 Fax: 941.551.8800  
Customer Service: 800.441.4674 www.stantec.com  
Engineering Division, Inc.

BOOK: 2018	SHEET NO: 104	TOWNSHIP: 40 S.	RANGE: 20 E.	SECTION: 4 & 5	SHEET: 2 OF 3	DATE: 7/26/2017	BY: J
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This space reserved for use by the Clerk of  
the Circuit Court

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2017106403 10 PG(S)  
August 23, 2017 10:54:26 AM  
KAREN E RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

This instrument prepared by  
and return to:

Jonathan T. Johnson, Esq.  
HOPPING GREEN & SAMS, P.A. *e*  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301



**INTERLOCAL AGREEMENT REGARDING SPRING TRAINING  
STADIUM FINANCING OBLIGATIONS**

This Interlocal Agreement (the “**Interlocal Agreement**”) is made and entered into this *27* day of *JULY*, 2017 (the “**Effective Date**”), by and between the City of North Port, Florida, a Florida municipal corporation (the “**City**”) and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended (“**WVID**”). The City and WVID shall be referred to herein jointly as the “**Parties**” and each, individually, as a “**Party**.”

**WITNESSETH:**

WHEREAS, WVID is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements, including without limitation stadiums and ballfields, within and without its boundaries; and

WHEREAS, WVID, the City, Sarasota County, Florida (the “**County**”), Atlanta National League Baseball Club, LLC (“**ANLBC**”), Manasota Beach Ranchlands, LLLP (the “**Developer**”), and Calben (US) Corporation (the “**Developer Guarantor**”) (the Developer Guarantor, together with WVID, the City, the County, ANLBC, and the Developer, are collectively hereinafter referred to as the “**Stakeholders**”) have entered into that certain *Letter of Intent and Term Sheet*, dated March 9, 2017 (collectively, the “**Term Sheet**”); and

WHEREAS, pursuant to the Term Sheet, WVID shall provide for the design and construction, and the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC (collectively, the “**Facility**”); and

WHEREAS, pursuant to the Term Sheet, the County, WVID, and ANLBC entered into that certain *Non-Relocation Agreement*, dated May 23, 2017, providing for the Atlanta Braves to play its home spring training games at the Facility for an initial 30-year term (“**Non-Relocation Agreement**”); and

WHEREAS, the Term Sheet contemplates that the Facility be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the "**Spring Training Program Grant**") awarded by the State of Florida (the "**State Contribution**"); (ii) a financial contribution from the City (the "**City Contribution**"); (iii) the net proceeds of bonds issued or other form of indebtedness incurred by the County (the "**County Contribution**"); (iv) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from the Developer (the "**Developer Contribution**"); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from ANLBC (the "**ANLBC Contribution**") (the ANLBC Contribution, together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, are collectively hereinafter referred to as the "**Facility Funding Obligation**"); and

WHEREAS, Exhibit D to the Term Sheet contemplates that WVID shall issue bonds or other indebtedness secured by the Facility Funding Obligation (hereinafter, the "**WVID Bonds**"), the proceeds of which shall be received by WVID on or before December 31, 2017 (the "**Target Funding Date**"); and

WHEREAS, notwithstanding the foregoing, so long as the Spring Training Program Grant has been awarded by the State by the Target Funding Date, if the bonds or other indebtedness to be issued by WVID and secured by the Developer Contribution and the ANLBC Contribution (the "**WVID Debt**") and/or the bonds or other indebtedness to be issued by WVID and secured by the State Contribution (the "**State Sales Tax Payments Bonds**," and together with the WVID Debt, the "**WVID Bonds**") is not yet issued and the net proceeds therefrom deposited into the respective subaccount of the WVID Construction Account by the Target Funding Date, WVID may instead acquire temporary funding (hereinafter, the "**Temporary Funding**") in an amount necessary to preserve the Project Schedule between January 1, 2018 and February 28, 2018, the occurrence of which shall not constitute a default under the Development Agreement (hereinafter defined) or this Agreement, provided that the WVID Bonds shall be issued and the proceeds therefrom deposited to the applicable subaccount of the WVID Construction Account on or before February 28, 2018; and

WHEREAS, the Term Sheet contemplates that the City Contribution is to be comprised of a Three Hundred Thousand Dollar (\$300,000.00) annual contribution to WVID over a period of thirty (30) years, resulting in a total payment of Nine Million Dollars (\$9,000,000.00); and

WHEREAS, there are extensive benefits to the Stakeholders in the event that the City Contribution is paid to WVID as a lump sum payment instead of through the issuance of the WVID Bonds, which benefits include but are not limited to the following: (i) conserves significant staff and legal time, resources, and expenses that otherwise would have been expended relative to the issuance and remittance of the annual payments; (ii) avoids the need to utilize a portion of the City Contribution towards WVID's bond-related expenses such as issuance costs, underwriting fees and costs, and legal, financial advisory, and other consultant fees and expenses; and (iii) streamlines the process of obtaining the Facility Funding Obligation; and

**WHEREAS**, there are additional benefits specific to the City in the event that the City Contribution is paid as a lump sum payment, which benefits include but are not limited to the following: (i) eliminates the City's need to budget for the City Contribution payments over the next thirty (30) years during unknown market conditions (which allows for the City to better allocate financial resources within the current and/or upcoming fiscal year); (ii) increases the City's future borrowing capacity by eliminating the City's annual payment; (iii) prevents the potential effect of binding future City Commissions relative to the provision of the City Contribution over the next thirty (30) years; and (iv) reduces City staff resources needed to coordinate the payment of the City Contribution semi-annually over the next thirty (30) years; and

**WHEREAS**, due to financial economies and other efficiencies gained by WVID not issuing the portion of the WVID Bonds secured by the City Contribution provided over a term of thirty (30) years, the Parties now desire for the City Contribution to instead be made a lump sum contribution to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00); and

**WHEREAS**, the terms and conditions of the State Contribution, the County Contribution, the Developer Contribution, and the ANLBC Contribution are more particularly set forth in that certain *Development Agreement* by and between the County, the City, WVID, the Developer, the Developer Guarantor, and ANLBC that has been executed or is to be executed by such parties (hereinafter, the "**Development Agreement**"); and

**WHEREAS**, the terms and conditions of the County Contribution are more particularly set forth in the *Development Agreement* and that certain *Interlocal Agreement* by and between the County and WVID as contemplated by the Term Sheet ("**County Interlocal Agreement**") that has been executed or is to be executed by such parties; and

**WHEREAS**, the terms and conditions of the State Contribution are more particularly set forth in the *Development Agreement* and that certain *Spring Training Program Agreement* by and between the State and WVID that has been executed or is to be executed by such parties (hereinafter, the "**Spring Training Program Agreement**"); and

**WHEREAS**, in accordance with intent of the Term Sheet, WVID and the City desire to enter into this *Interlocal Agreement* to set forth the rights, duties and obligations of the Parties hereto relative to the provision of the City Contribution.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS; DEFINED TERMS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this *Interlocal Agreement*.

**SECTION 2. PROVISION OF THE CITY CONTRIBUTION.**

- A. Notwithstanding anything to the contrary in the Term Sheet, the City acknowledges and agrees that it shall partially provide for the funding of the design and construction of the Facility by contributing a lump sum payment to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00). Such amount shall be due and payable to WVID in one or more installments, but paid in full no later than the earlier of: (i) the Target Funding Date; or (ii) if the WVID Bonds have not yet been issued as of such date, upon WVID's receipt of the Temporary Funding. Beyond the City Contribution, other than as a result of a default of its obligations hereunder, the City shall have no additional financial or other liability relative to the Facility Funding Obligation.
- B. Upon receipt, WVID shall deposit the proceeds of the City Contribution in the applicable construction account held by a trustee on behalf of WVID pursuant to a custodian agreement, all in accordance with the Development Agreement for use in financing the costs relative to the design and construction of the Facility. WVID may utilize such funds in the manner set forth in the Development Agreement.
- C. If, as of the Target Funding Date, all Conditions Precedent (hereinafter defined) have been met pursuant to Section 3(A) below, and the City fails to make its payment of the City Contribution, WVID shall provide immediate notice of such default to all of the Parties to the Development Agreement, and WVID shall have the option to terminate this Interlocal Agreement as of the Target Funding Date (hereinafter, a "Default Termination").

**SECTION 3. CONDITIONS PRECEDENT.**

- A. The City's obligation to pay the City Contribution as contemplated herein and to take any other action required by this this Interlocal Agreement is hereby expressly contingent upon the satisfaction and occurrence of each of the following conditions (collectively the "Conditions Precedent") prior to the Target Funding Date:
  - i. The Stakeholders' approval and execution of the Development Agreement;
  - ii. WVID and the County's approval and execution of the County Interlocal Agreement;
  - iii. The State's award of the Spring Training Program Grant to WVID;
  - iv. WVID's issuance of bonds or other indebtedness secured by the Developer Contribution and the ANLBC Contribution; and

- v. Receipt of the County Contribution by WVID.

Notwithstanding the foregoing, in the event that the Condition Precedent set forth in Section 3(A)(iv) above has not occurred on or before the Target Funding Date, such Condition Precedent shall be deemed to have been met so long as WVID secures the Temporary Funding by such date.

- B. Should any of the foregoing conditions have not been satisfied by the Target Funding Date, the City may terminate this Interlocal Agreement by written Notice to WVID and the parties to the Development Agreement, termination to be effective immediately upon issuance of said Notice.

#### **SECTION 4. REFUND.**

- A. WVID shall refund to the City the full amount of the City Contribution if any party terminates the Development Agreement, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- B. WVID shall refund to the City a prorated amount of the City Contribution if any party terminates the Non-Relocation Agreement prior to the initial 30-year term of same, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. Any refund shall be calculated and prorated to a monthly amount. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- C. Any such refund shall be paid to the City no later than ninety (90) days after receipt of the above-referenced funds by WVID from ANLBC.

**SECTION 5. EFFECTIVE DATE; TERM.** This Interlocal Agreement shall become effective as of the Effective Date, and shall continue until the termination of all Operative Agreements, which shall include, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City License Agreement, (v) the Developer License Agreement, (vi) the County and WVID Interlocal Agreement, (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

**SECTION 6. EFFECT OF TERMINATION; REMEDIES.** A default under this Interlocal Agreement shall entitle the Parties to all remedies set forth herein:

**A. Negotiations.** In the event of any claim or dispute among the Parties arising out of or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle such dispute in a reasonable manner through amicable negotiations. Upon written request from either Party to conduct such negotiations (the "Negotiation Notice"), both Parties shall use commercially reasonable efforts to resolve such dispute in good faith. For ninety (90) days following the issuance of a Negotiation Notice, neither Party shall file any claim or lawsuit to resolve such dispute.

**B. Other Remedies.** Subject to complying with Section 6(A) herein, the Parties shall have the ability to pursue any remedies available at law.

1. Litigation permitted by, arising under, or with respect to this Agreement shall only be instituted in the Twelfth Judicial Circuit Court of Florida in Sarasota County or the Tampa division of the United States District Court for the Middle District of Florida or, in the event of any changes to such circuit, district or division, in the circuit court in the judicial circuit and county or the federal district court and division within which the Facility is located at the time such litigation is filed. The Parties consent to the jurisdiction and venue of such courts for such permitted litigation.

2. Any failure of a Party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the default.

**SECTION 7. AMENDMENT.** Amendments to and waivers of the provisions contained in this Interlocal Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

**SECTION 8. ASSIGNMENT.** Neither of the Parties may assign their rights, duties or obligations under this Interlocal Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 9. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

**To City:** City of North Port, Florida  
4970 City Hall Boulevard  
North Port, FL 34286  
Attn: City Manager

**With a copy to:** City of North Port, Florida  
4970 City Hall Boulevard

North Port, FL 34286  
Attn: City Attorney

**To WVID:**

c/o Special District Services  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: District Manager

**With a copy (which shall not constitute notice) to:**

O'Melveny & Myers LLP  
Times Square Tower  
7 Times Square  
New York, NY 10036  
Attention: Irwin Rajj, Esq.  
E-mail: irajj@omm.com

**With a copy (which shall not constitute notice) to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attention: Jonathan Johnson, Esq.  
E-mail: jonathanj@hgslaw.com

Except as otherwise provided in this Interlocal Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Interlocal Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the respective Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 10. PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to WVID or the City in connection with this Interlocal Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

**SECTION 11. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Interlocal Agreement shall not affect the validity or enforceability of the remaining portions of this Interlocal Agreement, or any part of this Interlocal Agreement not held to be invalid or unenforceable.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Interlocal Agreement is solely for  
INTERLOCAL AGREEMENT REGARDING SPRING TRAINING STADIUM FINANCING OBLIGATIONS



the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Interlocal Agreement. Nothing in this Interlocal Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Interlocal Agreement or any of the provisions or conditions hereof. The Parties shall be solely responsible for enforcing their rights under this Interlocal Agreement against any interfering third party. Nothing contained in this Interlocal Agreement shall limit or impair the Parties' right to protect its rights from interference by a third party.


**SECTION 13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Interlocal Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Interlocal Agreement.

**SECTION 14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Interlocal Agreement.


**[Signatures on Next Page]**

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by duly authorized officers of WVID and the City, each of whom hereby represents and warrants that he or she has the full power and authority to execute this Interlocal Agreement in such capacity, all as of the day and year first above written.

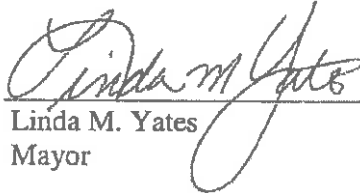
**WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes

By:   
Chairman

ATTEST:

By:   
Secretary

**CITY OF NORTH PORT, FLORIDA,**  
a Florida municipal corporation


By:   
Linda M. Yates  
Mayor

Attest



Patsy C. Adkins, MMC  
City Clerk

Approved as to form and correctness:

  
Amber L. Slayton  
Interim City Attorney

**2.v.i.**

**ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

This Addendum is made and entered into this 19<sup>th</sup> day of September, 2017. This Addendum is intended to supplement but not supplant the rights or remedies as a third-party beneficiary or otherwise of the State of Florida ("State"), Department of Economic Opportunity ("DEO") and their permitted successors and assigns under or by reason of the following agreements (hereinafter collectively referred to in this Addendum as the "Agreements"):

- 1) Non-Relocation Agreement dated May 22, 2017 by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, laws of Florida, Acts of 2004, as amended (hereinafter "WVID"), and Atlanta National League baseball Club, LLC, a Georgia limited liability company (hereinafter "ANLBC"), owner and operator of the Major League Baseball franchise known as the Atlanta Braves (hereinafter "Team");
- 2) Facility Operating Agreement dated May 22, 2017 by and between the County and ANLBC;
- 3) Interlocal Agreement Regarding Spring Training Stadium Financing Obligations dated July 27, 2017 by and between the City of North Port, Florida, a Florida municipal corporation (hereinafter "City") and WVID;
- 4) Interlocal Agreement to be executed prior to the execution of this Addendum by and between the County and WVID; and
- 5) Any other Agreement with respect to the Spring Training Facility described in the Letter of Intent and Term Sheet dated as of March 7, 2017 by and between the County, the City, WVID, Manasota Beach Ranchlands, LLLP (hereinafter "Developer"), Calben (US) Corporation (hereinafter "Developer Guarantor"), and ANLBC, as approved and further described in Resolution No. 2017-074 of the Board of County Commissioners of Sarasota County, Florida dated May 23, 2017.

WHEREAS, the purpose of section 288.11631, Florida Statutes, is to provide a process for the retention of spring training baseball franchises within the State;

WHEREAS, the parties to the Agreements acknowledge that the amount of State incentive funding is based on the Team's continual use of the Facility for the duration of the State incentive funding;

WHEREAS, the parties to the Agreements acknowledge that the purpose of this Addendum is to ensure that the Agreements continuously meet the requirements of section 288.11631, Florida Statutes, and that DEO can properly and responsibly act as the steward of State funds; and

WHEREAS, the parties to the Agreements acknowledge that the Agreements contain provisions designed to establish business, operational and other obligations and rights not directly related to section 288.11631, Florida Statutes or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and in order to induce DEO to certify Applicant pursuant to section 288.11631, Florida Statutes, the parties to the Agreements agree to sign this Addendum as a condition precedent to State's certification and funding, and covenant as follows:

## **I. DEFINITIONS**

Except as otherwise set forth herein, the definitions set forth in the Agreements shall not apply to this Addendum and the definitions set forth in this Addendum shall not apply to the Agreements. The definitions that shall apply to this Addendum are included in Exhibit "A" attached hereto and incorporated herein.' All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum.

## **II. TERMS AND CONDITIONS**

In accordance with the last sentence of paragraph 3.2 page 4 of the Non-Relocation Agreement dated May 22, 2017, ANLBC is obligated to exhibit, promote, schedule and play or conduct at least eighty percent (80%) or fifteen (15) Major League Spring Training Home Games per season (whichever is greater) in the main stadium of the Facility, between the Team and another Major League Club, with at least two (2) such Major League Spring Training Home Games scheduled to begin after 6:00 pm, subject to Major League Baseball Rules and Regulations. DEO may excuse ANLBC in writing from the obligation of this immediately preceding sentence (with or without a Compensatory Prorated Fee as further described below); but if not, then at DEO's sole and absolute discretion, DEO can unilaterally determine and notify ANLBC in writing that ANLBC breached its obligation and owes immediate payment to the State of the total amount of the State distributions due and payable through the final maturity of the Bonds.

Provided, however, that if Force Majeure or Major League Baseball causes ANLBC and Team to play less than fifty percent (50%) of the Major League Spring Training Home Games at the Facility during each Spring Training Season, then the Agreements shall be automatically extended beyond their Term for one additional full Spring Training Season.

The Compensatory Prorated Fee shall be determined as follows: State's yearly distribution applicable to Spring Training Season multiplied by the fraction obtained by dividing the number of missed Major League Spring Training Home Games (up to 15 games) by 15 yearly Major League Spring Training Home Games. For example: with 2 unexcused missed Major League Spring Training Home Games

in a Spring Training Season, and State paying \$1,000,000 per year, ANLBC would owe state \$1,000,000 x (2/15) = \$133,333.

### III. STATE OF FLORIDA AS THIRD PARTY BENEFICIARY

The State of Florida, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations this Addendum imposes. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any additional legal rights or remedies that the State or DEO may have with the Agreements or otherwise.

### IV. ORDER OF PRIORITY

In the event of a conflict between the terms of this Addendum and the Agreements relating specifically to a right, obligation or remedy benefitting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreements, including any terms added to, amended in, or removed from the Agreements after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and DEO's Executive Director or DEO's Executive Director's successor in interest. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on DEO's rights under this Addendum, such portion of that modification or amendment that has such adverse effect shall be void ab initio and ineffective. The Addendum's recitals are incorporated herein and made a part hereof by this reference. Any duplication of this Addendum with the terms and provisions of the Agreements shall be construed as intentional.

IN WITNESS WHEREOF, this Addendum, has been executed by duly authorized officers of ANLBC, the County, the City, WVID, Developer, Developer Guarantor, and DEO, each of whom hereby represents and warrants that she or he has the full power and authority to execute this Addendum in such capacity, all as of the day and year first above written.

***- Remainder of Page Intentionally Left Blank -  
- Seven Signature Pages and Exhibit "A" are Attached -***

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,  
A Georgia Limited Liability Company

By   
Terence F. McGuirk, Chief Executive Officer

WITNESSES:



Print Name of Witness: Grey Heller


Heather Metzger

Print Name of Witness: Heather Metzger

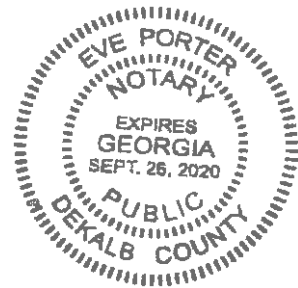
STATE OF GEORGIA  
COUNTY OF COBB

On the 1<sup>st</sup> day of September, 2017, before me, the undersigned officer, personally appeared Terence F. McGuirk, who is personally known to me or proved to me on the basis of satisfactory evidence to be the Chief Executive Officer of ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.



Print Name of Notary Public: Eve Porter





**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

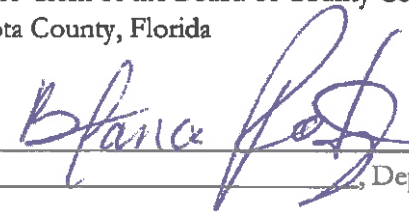
ACCEPTED AND AGREED:

SARASOTA COUNTY, a charter county and political subdivision  
of the State of Florida



By  \_\_\_\_\_  
Paul Caraguilo, Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of County Commissioners  
of Sarasota County, Florida

By:  \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF SARASOTA COUNTY:

By:  \_\_\_\_\_  
\_\_\_\_\_, County Attorney 

SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

NORTH PORT, FLORIDA, a charter city and political subdivision  
of the State of Florida



By  \_\_\_\_\_  
Linda Yates, Mayor

ATTEST:

Patsy C. Adkins, MMC, City Clerk

 \_\_\_\_\_

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF NORTH PORT, FLORIDA:

By:  \_\_\_\_\_  
 \_\_\_\_\_, City Attorney


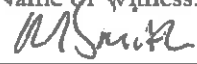
SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

WEST VILLAGES IMPROVEMENT DISTRICT, an Independent special district  
created pursuant to Chapter 189, Florida Statutes


By   
Martin Black, Chairman

WITNESSES:

  
Print Name of Witness: Kathleen Dailey  


Print Name of Witness: MIKE SMITH

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF WEST VILLAGES IMPROVEMENT DISTRICT:

By:   
Lindsay Whelan WVID Attorney

SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY


ACCEPTED AND AGREED:

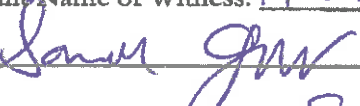
MANASOTA BEACH RANGLANDS, LLLP,  
a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, its general partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, its manager

By   
Paul Erhardt, Vice President


WITNESSES:  
  
Print Name of Witness: Michele Lambdin

  
Print Name of Witness: Sandra Guffey

STATE OF Florida  
COUNTY OF Sarasota

On the 28<sup>th</sup> day of September, 2017, before me, the undersigned officer, personally appeared Paul Erhardt, who is personally known to me or proved to me on the basis of satisfactory evidence to be Paul Erhardt, Vice President of Thomas Ranch Manager, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.

  
Print Name of Notary Public: Debra Zimmerman



SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

CALBEN (US) CORPORATION,  
a Delaware Corporation

By [Signature]  
Jim Leiferman, President

WITNESSES:

[Signature]

Print Name of Witness: Jennifer Thomas

[Signature]

Print Name of Witness: Wianie JACQUES

STATE OF Florida  
COUNTY OF Orange

On the 6<sup>th</sup> day of October, 2017, before me, the undersigned officer, personally appeared Jim Leiferman, who is personally known to me or proved to me on the basis of satisfactory evidence to be Jim Leiferman, President of CALBEN (US) CORPORATION, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.

[Signature]

Print Name of Notary Public: Jennifer Thomas

 JENNIFER H. THOMAS  
MY COMMISSION # FF 968207  
EXPIRES: July 4, 2020  
Bonded thru Budget Notary Services

SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

  
Cissy Proctor, DEO Executive Director

Approved as to form and legal sufficiency,  
subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

  
Peter Penrod, DEO General Counsel

Approved Date: \_\_\_\_\_

10-12-17

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**EXHIBIT "A"**  
**DEFINITIONS**

BONDS shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.

FACILITY shall mean a professional sports franchise facility for spring training of a Major League Baseball team, including a stadium, training facilities, practice field, clubhouses, administrative and operational facilities, dedicated on-Facility Site parking areas, and other appurtenances and improvements, intended for use by the Team and for other tourism and community uses contemplated by the Operative Agreements (as defined in the Facility Operating Agreement), and shall also include, without limiting the foregoing, all improved and unimproved areas of the Facility Site (as defined in the Facility Operating Agreement) and any off-Facility Site improvements required for regulatory approval.

FORCE MAJEURE shall mean acts of Gods, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to County, WVID, and City, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County, WVID, and City), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MLB or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

HOME GAME shall mean all baseball games played in the Facility involving the Team or its players as a participant during Spring Training, extended spring training games, Gulf Coast League games (if applicable), Florida State League games (if applicable) and instructional league games (if applicable).

MAJOR LEAGUE BASEBALL or MLB shall mean, depending on the context, any or all of (i) the Office of the Commissioner of Baseball, each other MLB entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

MAJOR LEAGUE BASEBALL CLUB or MAJOR LEAGUE CLUB shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

MAJOR LEAGUE CONSTITUTION shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may be in the future be entered into by the Major League Clubs.

MAJOR LEAGUE SPRING TRAINING HOME GAMES shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball, in its sole and absolute discretion, to be played by the Team's Major League Baseball Club as the home team at the Facility during such Spring Training Season.

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MINOR LEAGUE BASEBALL or MiLB shall mean the National Association of Professional Baseball Leagues which is the governing body of professional minor league baseball.

MLB AGENCY AGREEMENT shall mean the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the Office of the Commissioner of Baseball (and the operating guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

MLB ENTITY shall mean each of the Office of the Commissioner of baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective past, present or future affiliates, assigns or successors.

MLB GOVERNING DOCUMENTS shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the Office of the Commissioner of Baseball, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball leagues, (d) the Major League Rules (and all attachments hereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the Office of the Commissioner of Baseball, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agreement.

MLB RULES AND REGULATIONS shall mean: (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the Office of the Commissioner of Baseball, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the Office of the Commissioner of baseball or any other MLB Entity as in effect from time to time.

SPRING TRAINING shall mean, as to each calendar year of the Term (as defined in the Facility Operating Agreement) of the Facility Operating Agreement, the regular annual spring training period during winter and early spring of any year during which the Team prepares for an upcoming MLB season, and shall be deemed to include time reasonably required for (i) preparation of the Facility, (ii) planning for the start of Spring Training, (iii) additional minor league player training prior to the commencement of the minor league season, and (iv) a period for the "winding down" of Spring Training activities by the Team. It is anticipated by the parties that the foregoing timeframe will be from approximately January 15 to approximately April 15 of each calendar year.

SPRING TRAINING SEASON shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through March 31 of each calendar year, but subject to change at the sole discretion of Major League Baseball.



### 3. Cost-Benefit Analysis

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Pursuant to Section 4(h)(3) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a cost-benefit analysis of the stadium facility’s impact on Sarasota County (the “County”). This cost-benefit analysis must be substantially similar in content and format to that certain *2009 Major League Baseball Florida Spring Training Economic Impact Study* except that its scope shall be limited to the impact on the County.

Note that the stadium facility is still under construction and accordingly spring training games, events, and activities have not yet been held at the facility. Thus, a cost-benefit analysis is unable to be calculated for the year ending August 31, 2018. Instead, please refer to the cost-benefit analysis estimated for the first full year of operation of the stadium facility, as provided in WVID’s application for certification.

## 4. List of Contracts Over \$250,000

Pursuant to Section 4(h)(4) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a list of all material contracts related to the development of the project with an estimated cost greater than \$250,000.00. A current list of such contracts\* is included below:

<b>Contractor Name</b>	<b>Services/Materials</b>	<b>Current Contract Amount</b>
Argos Ready Mix LLC	Materials	\$1,751,420.21
Atlantic TNG LLC	Materials	\$395,288.00
Commercial Metals Company	Materials	\$548,855.81
Core & Main LP	Materials	\$253,058.20
Curry Steel, Inc.	Materials	\$2,560,853.44
DuraEdge Products, Inc.	Materials	\$330,620.50
Fawley Bryant Architects, Inc.	Architecture Services	\$4,548,893.00
Florida Best Block, LLC	Materials	\$316,316.37
Florida Irrigation Supply, Inc.	Materials	\$370,581.33
Forterra Pipe & Precast LLC	Materials	\$666,116.96
Gate Precast Company	Materials	\$1,194,142.00
Hobbs & Associates, Inc.	Materials	\$365,250.00
MUSCO Sports Lighting, LLC	Materials	\$597,009.43
P.J. Hayes, Inc. D/B/A Tandem Construction & Barton Malow Company	Construction Manager At-Risk	\$102,787,600.32
Pro-Turf, LLC	Materials	\$397,700.00
Vulcan Construction Materials, LLC	Materials	\$714,650.00

\*Amounts and contractors are accurate as of 8/27/2018.

## 5. Certification of Compliance with Section 288.11631, *Florida Statutes*

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Pursuant to Section 4(h)(5) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide written evidence that WVID continues to meet the certification criteria in effect when WVID was certified pursuant to section 288.11631, *Florida Statutes* (2017). For the reasons set forth below, WVID continues to meet the criteria for a “certified applicant.”

**1. The applicant is responsible for the construction or renovation of the facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.**

WVID is an independent special district established by the Florida Legislature pursuant to Chapter 189, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended. WVID received fee simple title to the property upon which the stadium facility is to be constructed on December 21, 2017 through a special warranty deed recorded as Instrument Number 2017156837 in the Official Records of Sarasota County, Florida (the “County”).

**2. The applicant has a certified copy of a signed agreement with a spring training franchise. The signed agreement with a spring training franchise for the use of a facility must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise**

WVID has entered into that certain *Non-Relocation Agreement* dated May 23, 2017 by and between the Atlanta National League Baseball Club, LLC (“ANLBC”), the County, and WVID (the “Non-Relocation Agreement”) and ANLBC and the County have entered into that certain *Facility Operating Agreement* dated May 23, 2017 (the “Facility Operating Agreement”) that together obligate ANLBC to utilize the stadium facility for thirty (30) years, expiring December 31, 2018, with an option for two (2) consecutive five (5) year options to extend the term.

Subsequent to the execution of the Facility Operating Agreement, ANLBC and the County acknowledged the joinder of Florida RentCo, LLC to the Facility Operating Agreement pursuant to that certain *Joinder of Braves Florida RentCo, LLC (Facility Operating Agreement)* dated December 21, 2017 (the “Joinder”) which was required by the terms of financing for the stadium facility.

Copies of each of the Non-Relocation Agreement, the Facility Operating Agreement, and the Joinder are included in Section 2 of this Annual Report.

**3. The applicant has made a financial commitment to provide 50 percent or more of the funds required by an agreement for the construction or renovation of the facility for a spring training franchise. The commitment may be contingent upon an award of funds under this section and other conditions precedent.**

All funding for the construction of the stadium facility has been provided as of December 20, 2017. The applicant has provided in excess of 50% of the funds necessary for financing and construction of the stadium facility. Please see the chart below for a summary of the state and matching funding sources for the construction and financing of the stadium facility.

<u>Funds</u>	<u>Source of Funds</u>	<u>Utilization</u>	<u>Contribution Amount</u>	<u>Percent of State Funding Source</u>	<u>Percent of Matching Funding Sources</u>
<u>State Funds</u>	State	Security for WVID's issuance of Florida State Sales Tax Payments Revenue Bonds, Series 2017A,* the proceeds of which were utilized for construction funding	\$20,000,000	11.91%	0%
<u>Matching Funds</u>	ANLBC	ANLBC Pre-Financing Payment to Design and Construction Contractors	\$5,381,903.88	0%	3.20%
	City	Cash Contribution to WVID for construction funding	\$4,700,000	0%	2.80%
	Developer	Cash Contribution to WVID for construction funding	\$4,700,000	0%	2.80%
	ANLBC	Cash Contribution to WVID for construction funding	\$23,482,216.05	0%	13.98%
	County	Security for County's issuance of Capital Improvement Revenue Bonds, Series 2017,* the proceeds of which were utilized for construction funding	\$68,247,870	0%	40.64%
	ANLBC	Security for WVID's issuance of its Senior Secured Notes, Series 2017B,* the proceeds of which were utilized for construction funding	\$41,417,536	0%	24.66%
<b>TOTAL FUNDS**</b>			<b>\$167,929,526</b>	<b>11.91%</b>	<b>88.09%</b>

\* includes total cost of funds provided, which are utilized to pay both principal and interest.

\*\*does not include land and infrastructure donations of the West Villages developer in the estimated amount of \$8,000,000 and \$7,000,000, respectively.

**4. The applicant demonstrates that the facility for a spring training franchise will attract a paid attendance of at least 50,000 persons annually to the spring training games.**

While the stadium facility is still under construction and accordingly no spring training games have yet been held, it is conservatively anticipated that total average attendance will exceed 73,500 in the first full year of play, which is anticipated to occur in the 2020 spring training season, and reaching more than 80,000 in the second full year of play. Attendance projections assume approximately 75% occupancy of fixed seats, and an estimate of 16 home games per season, with a 1% growth rate per year.

**5. The facility for a spring training franchise is located in a county that levies a tourist development tax under section 125.0104, *Florida Statutes*.**

The County has levied a Tourist Development Tax relative to the funding of the stadium facility pursuant to Ordinance No. 2017-025.

**6. The applicant is not currently certified to receive state funding for the facility as a spring training franchise under this section.**

Prior to its award of funding in 2017, WVID has not previously received state funding for a spring training stadium facility under section 288.11631, *Florida Statutes*.

## 6. Certification of Compliance with Section 288.1167, *Florida Statutes*

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Pursuant to Section 4(h)(6) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide written evidence, including numerical and/or statistical analysis as applicable, that the WVID is in compliance with section 288.1167, *Florida Statutes*. Section 288.1167, *Florida Statutes*, provides that any applicant who receives spring training stadium facility financing must demonstrate that:

- 1) Funds and facilities with respect to food and beverage and related concessions shall be awarded to minority business enterprises on the same terms and conditions as the general food and beverage concessionaire and in accordance with the minority business enterprise procurement goals set forth in section 287.09451, *Florida Statutes*;
- 2) At least 15 percent of a company contracted to manage a professional sports franchise facility or a spring training franchise facility is owned by minority business enterprises; or
- 3) At least 15 percent of all operational service contracts with a professional sports franchise facility or a spring training franchise facility are awarded to minority business enterprises.

Note that the stadium facility is still under construction and accordingly the stadium’s food and beverage concessions are not yet operational or subject to operational agreements with vendors, whether minority businesses or otherwise. Accordingly, WVID is in compliance with section 288.1167, *Florida Statutes*, as of the date of this Annual Report.

# 7. Advertising and Promotions for the Stadium Facility

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Pursuant to Section 4(h)(9) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide evidence of efforts to promote and advertise the stadium facility that have taken place during the prior year.

Note that the stadium facility is still under construction and accordingly spring training games, events, and activities have not been held at the facility during the past year. However, the following advertising and promotions for construction of the stadium facility have occurred during the past year:

## Groundbreaking

October 2017; media and dignitaries were invited to announce the groundbreaking of construction of the new stadium facility.

## Preview Center Opening

April 2018; a Preview Center was opened for virtual previews of the stadium facility and a pre-sale was opened for deposits on season tickets.

## Season Ticket Launch Party

June 2018; a family friendly community event was hosted for the public to put deposits on season tickets.

## Steel Topping Ceremony

July 2018; media and dignitaries were invited to witness the milestone of completing the highest point in construction of the new stadium facility.

Additional marketing and promotions of the stadium facility has also occurred during events such as:

- North Port State of City Luncheon
- SunTrust Park FanFest
- West Villages Golf Tournament
- Suncoast BBQ Bash
- Gary Sinise Golf Tournament
- North Port Annual Business and Community Expo
- State College of Florida Night Under the Stars
- Brew Bash
- Site Safety Recognition Luncheon
- San Pedro Community Festival
- United Way of South Sarasota County Walk
- Herald Tribune Best of Preps



## 8. Certification of Accuracy of Annual Report by District Chairman

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August 28, 2018

Florida Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street, MSC 80  
The Caldwell Building  
Tallahassee, Florida 32399-0001  
katherine.morrison@deo.myflorida.com

Dear Ms. Morrison,

I serve as Chairman of the Board of Supervisors of the West Villages Improvement District (the "District"), a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*. As you are aware, the District and the Florida Department of Economic Opportunity ("DEO") entered into that certain *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the "Agreement").

Pursuant to Section 4(h) of the Agreement, throughout the term of the Agreement, the District shall provide to DEO an annual report as to the status of the project (hereinafter, the "Annual Report"). In accordance with Section 4(h)(8) of the Agreement, the purpose of this letter is to certify that all information and documentation contained in the 2018 Annual Report for the Year Ending August 31, 2018 is true and correct to the best of my knowledge.

Should you have any questions, please do not hesitate to contact me at [mblack@westvillagesid.org](mailto:mblack@westvillagesid.org).

Sincerely,



Martin Black  
Chairman, Board of Supervisors  
West Villages Improvement District

**Palm Beach County  
(Houston Astros  
Washington Nationals)**

**Detailed and Summary Accounting of State  
and Local Funds Expended to Date on Palm  
Beach County Spring Training Facility**

*In the opinion of Locke Lord LLP, Bond Counsel, based on an analysis of existing law and assuming among other matters, compliance with certain covenants, interest on the Series 2015D Bonds is excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986. Interest on the Series 2015D Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Interest on the Series 2015C Bonds is included in the gross income of the owners of the Series 2015C Bonds for federal income tax purposes. Bond Counsel is also of the opinion that the Bonds and the interest thereon are exempt from taxation under the existing laws of the State of Florida, except as to estate taxes and taxes imposed by Chapter 220, Florida Statutes, on interest, income or profits on debt obligations owned by corporations, as defined therein. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.*



**\$122,005,000**  
**PALM BEACH COUNTY, FLORIDA**  
**PUBLIC IMPROVEMENT REVENUE BONDS**  
**(Professional Sports Franchise Facility Project)**  
**\$65,360,000 TAXABLE SERIES 2015C**  
**\$56,645,000 TAX-EXEMPT SERIES 2015D**

Dated: Date of Delivery

Due: December 1, as shown on the inside cover

The Palm Beach County, Florida Public Improvement Revenue Bonds (Professional Sports Franchise Facility Project), Taxable Series 2015C and Tax-Exempt Series 2015D (together, the "Bonds") are being issued as fully registered bonds and will be initially issued to and registered only in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"), New York, New York, the securities depository for the Bonds. The Bonds will be available to purchasers in principal denominations of \$5,000 and integral multiples thereof under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants (as described herein). Purchasers will not receive physical delivery of the Bonds. Beneficial Owners (as described herein) of Bonds must maintain an account with a broker or dealer who is, or acts through, a DTC Participant in order to receive payment of the principal of and interest on such Bonds. See "BOOK-ENTRY ONLY SYSTEM" herein. The Bank of New York Mellon Trust Company, N.A., will serve as the initial Paying Agent and Registrar for the Bonds.

Interest on the Bonds is payable commencing on June 1, 2016 and on each June 1 and December 1 thereafter until maturity. The Bonds are subject to redemption prior to maturity as described herein.

The Bonds are being issued by Palm Beach County, Florida (the "County") for the purpose of providing funds, together with other legally available moneys of the County, to (i) finance the cost of the construction and equipping of a professional sports franchise facility and pay certain costs related and incidental thereto, as more particularly described herein, and (ii) pay costs of issuance of the Bonds. See "THE PROJECT" herein.

The principal of and interest on the Bonds are payable from and secured by a pledge of and a lien on the Pledged Revenues, consisting primarily of Non-Ad Valorem Revenues budgeted and appropriated by the County on an annual basis and deposited into the Debt Service Fund established pursuant to the Resolution (as such capitalized terms are defined herein).

The Bonds are special obligations of the County and are payable solely in the manner and to the extent set forth in the Resolution. The Bonds are not general obligations of the County within the meaning of the Constitution of the State of Florida, but are payable solely from and secured solely by a lien upon and a pledge of the Pledged Revenues in the manner and to the extent provided in the Resolution. No Bondholder will ever have the right to compel the exercise of the ad valorem taxing power of the County or taxation in any form on any real or personal property to pay the Bonds or the interest thereon, nor will any Bondholder be entitled to payment of principal of or interest on the Bonds from any other funds of the County other than as provided in the Resolution.

This cover page contains information for quick reference only. It is not a summary of the issue. Investors must read this entire official statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if issued by the County, subject to approval of certain legal matters by Locke Lord LLP, Bond Counsel. Squire Patton Boggs (US) LLP is disclosure counsel to the County with respect to the Bonds. The County is represented by the Office of the County Attorney. Public Financial Management, Inc. and Spectrum Municipal Services, Inc. are Co-Financial Advisors to the County with respect to the Bonds. Mark E. Raymond is serving as counsel to the Underwriters. The Bonds are expected to be delivered through the facilities of DTC in New York, New York on or about December 9, 2015.

**GOLDMAN, SACHS & CO.**

**MORGAN STANLEY**

**CITIGROUP**

**J.P. MORGAN**

FY 2018  
Amounts Thru  
07/31/18

FY 2017  
Amounts

FY 2016  
Amounts

FY 2015  
Amounts

**Palm Beach County Ballpark of the Palm Beaches**

**Funding**

Bond Proceeds, Refunds, Rebates and Interest Earnings Thereon	\$0.00	\$131,827,780.69	\$538,792.05	\$133,756.80
Palm Beach County Tourist Development Tax Contribution	5,014,000.00	2,069,791.00	3,379,319.93	3,797,510.50
State of Florida Funds Received	0.00	0.00	2,000,000.00	1,666,670.00
<b>Total State and Local Funding</b>	<b>\$5,014,000.00</b>	<b>\$133,897,571.69</b>	<b>\$5,918,111.98</b>	<b>\$5,597,937.30</b>

**Expenditures**

Stadium Construction Costs - Funded by County Bond Proceeds	\$1,099,250.15	\$64,803,718.62	\$52,597,208.42	\$7,135,331.52
Debt Service - Funded by County TDC Tax	0.00	2,569,790.91	5,380,132.16	5,797,389.56
Bond Costs of Issuance - Funded by County Bond Proceeds	0.00	701,902.08	2,200.00	0.00
Stadium Construction Costs - Funded by County TDC Tax	4,862,076.93	96,171.21	3,628.21	200.00
<b>Total State and Local Funds Expended to Date</b>	<b>\$5,961,327.08</b>	<b>\$68,171,582.82</b>	<b>\$57,983,168.79</b>	<b>\$12,932,921.08</b>

Revenue Source	Purpose	FY 2015 Amount	FY 2016 Amounts	FY 2017 Amounts	FY 2018 Amounts Thru 07/31/18
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Professional Sports Facility Project	\$5,014,000.00	\$0.00	\$0.00	\$0.00
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Debt Service on Taxable Bonds	\$0.00	\$1,216,605.00	\$2,547,130.69	\$2,963,760.50
Transfer from Palm Beach County Tourist Development Council Tax Fund	Fund Debt Service on Tax Exempt Bonds	\$0.00	\$853,188.00	\$832,189.24	\$833,750.00
State of Florida Sales Tax Contribution	Fund Debt Service on Tax Exempt Bonds	\$0.00	\$0.00	2,000,000.00	1,666,670.00
Debt Service Fund Interest Earnings	Fund Debt Service on Tax Exempt Bonds	\$0.00	-\$2,034.98	805.93	2,418.81
Taxable Bond Construction Fund - Bond Proceeds	Fund Professional Sports Facility Project	\$0.00	\$65,360,000.00	\$0.00	\$0.00
Taxable Bond Construction Fund - Interest Earnings	Fund Professional Sports Facility Project	\$0.00	\$479,784.18	\$226,397.13	\$39,504.17
Taxable Bond Construction Fund - Refund Prior Year Expenditures	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$568.17	\$0.00
Taxable Bond Construction Fund - Rebate - Virtual Credit Card	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$7,045.45	\$6,441.30
Tax Exempt Bond Construction Fund - Bond Proceeds (includes Bond Premium)	Fund Professional Sports Facility Project	\$0.00	\$65,363,860.60	\$0.00	\$0.00
Tax Exempt Bond Construction Fund - Interest Earnings	Fund Professional Sports Facility Project	\$0.00	\$626,170.89	\$303,109.42	\$85,392.52
Tax Exempt Bond Construction Fund - Rebate - Virtual Credit Card	Fund Professional Sports Facility Project	\$0.00	\$0.00	\$865.95	\$0.00
<b>Total Revenues</b>		<b>\$5,014,000.00</b>	<b>\$133,897,571.69</b>	<b>\$5,918,111.98</b>	<b>\$5,597,937.30</b>

Revenue Summary

Fund Dept	Unit	Revenue Source	Adopted Revenue Budget	Current Revenue Budget	Received Revenue	Available
<b>2018</b>						
<b>Fund 2078</b>						
<b>Unit 0100 Interest Distribution</b>						
2078 010	0100	6110 Pool Interest Income	0.00	0.00	679.90 *	-679.90
2078 010	0100	6116 Change In Fair Value	0.00	0.00	-50.84 *	50.84
		<b>Unit 0100</b>	<b>0.00</b>	<b>0.00</b>	<b>629.06</b>	<b>-629.06</b>
<b>Unit 4100 Revenue</b>						
2078 810	4100	8085 Tr Fr TDC 4th Cent Lcl Op Fd 1453	2,075,598.00	2,075,598.00	2,074,218.50 †	1,379.50
2078 810	4100	8314 Tr Fr TDC 1st Cent fd 1458	889,542.00	889,542.00	889,542.00 *	0.00
		<b>Unit 4100</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>2,963,760.50</b>	<b>1,379.50</b>
		<b>Fund 2078</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>2,964,389.56</b>	<b>750.44</b>



# Revenue Summary

<u>Fund Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2018</b>						
<b>Fund 2079</b>						
<b>Unit 0100 Interest Distribution</b>						
2079 010	0100	6110 Pool Interest Income	0.00	0.00	2,022.45	-2,022.45
2079 010	0100	6116 Change In Fair Value	0.00	0.00	-232.70	232.70
		<b>Unit 0100</b>	<b>0.00</b>	<b>0.00</b>	<b>1,789.75</b>	<b>-1,789.75</b>
<b>Unit 4100 Revenue</b>						
2079 810	4100	3517 State Sales Tax Contribution - Baseball	2,000,000.00	2,000,000.00	1,666,670.00	333,330.00
2079 810	4100	8314 Tr Fr TDC 1st Cent fd 1458	833,750.00	833,750.00	833,750.00	0.00
		<b>Unit 4100</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,500,420.00</b>	<b>333,330.00</b>
		<b>Fund 2079</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,502,209.75</b>	<b>331,540.25</b>

# Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted</u> <u>Revenue Budget</u>	<u>Current</u> <u>Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2018</b>							
<b>Fund 3078</b>							
<b>Unit 0100 Interest Distribution</b>							
3078	010	0100	6110 Pool Interest Income	64,000.00	64,000.00	43,679.95	20,320.05
3078	010	0100	6116 Change In Fair Value	0.00	0.00	-4,175.78	4,175.78
<b>Unit 0100</b>				<b>64,000.00</b>	<b>64,000.00</b>	<b>39,504.17</b>	<b>24,495.83</b>
<b>Unit B590 New Stadium</b>							
3078	411	B590	6996 Rebate - Virtual Credit Card	0.00	0.00	6,441.30	-6,441.30
<b>Unit B590</b>				<b>0.00</b>	<b>0.00</b>	<b>6,441.30</b>	<b>-6,441.30</b>
<b>Unit 8000 Revenue</b>							
3078	800	8000	8900 Statutory Reserves	-3,200.00	-3,200.00	0.00	-3,200.00
3078	800	8000	8901 Balance Brought Forward	6,478,384.00	3,288,241.00	0.00	3,288,241.00
<b>Unit 8000</b>				<b>6,475,184.00</b>	<b>3,285,041.00</b>	<b>0.00</b>	<b>3,285,041.00</b>
<b>Fund 3078</b>				<b>6,539,184.00</b>	<b>3,349,041.00</b>	<b>45,945.47</b>	<b>3,303,095.53</b>

**Revenue Summary**

<u>Fund Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2018</b>						
<b>Fund 3079</b>						
<b>Unit 0100 Interest Distribution</b>						
3079 010	0100	6110 Pool Interest Income	95,000.00	95,000.00	95,016.08	-16.08
3079 010	0100	6116 Change In Fair Value	0.00	0.00	-9,623.56	9,623.56
		<b>Unit 0100</b>	<b>95,000.00</b>	<b>95,000.00</b>	<b>85,392.52</b>	<b>9,607.48</b>
<b>Unit 8000 Revenue</b>						
3079 800	8000	8900 Statutory Reserves	-4,750.00	-4,750.00	0.00	-4,750.00
3079 800	8000	8901 Balance Brought Forward	9,554,957.00	9,373,240.00	0.00	9,373,240.00
		<b>Unit 8000</b>	<b>9,550,207.00</b>	<b>9,368,490.00</b>	<b>0.00</b>	<b>9,368,490.00</b>
		<b>Fund 3079</b>	<b>9,645,207.00</b>	<b>9,463,490.00</b>	<b>85,392.52</b>	<b>9,378,097.48</b>

Expenditure	Purpose	FY 2015 Amount	FY 2016 Amounts	FY 2017 Amounts	FY 2018 Amounts Thru 07/31/18
Principal Expense on Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$0.00	\$0.00	\$420,000.00
Interest Expense on Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$1,216,604.80	\$2,546,382.16	\$2,543,639.56
Cost of Issuance - Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$351,286.39	\$2,200.00	\$0.00
Paying Agent Fees - Taxable Bonds	Debt Service on Taxable Bonds	\$0.00	\$0.00	\$750.00	\$750.00
Construction CIP - Taxable Bond Construction Fund	Professional Sports Facility Project	\$1,099,250.15	\$31,785,047.44	\$29,547,770.10	\$1,159,036.96
Interest Expense on Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$1,353,186.11	\$2,832,250.00	\$2,832,250.00
Cost of Issuance - Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$350,615.69	\$0.00	\$0.00
Paying Agent Fees - Tax Exempt Bonds	Debt Service on Tax Exempt Bonds	\$0.00	\$0.00	\$750.00	\$750.00
Construction CIP - Tax Exempt Bond Construction Fund	Professional Sports Facility Project	\$0.00	\$33,018,671.18	\$23,049,438.32	\$5,976,294.56
Construction CIP - Public Building Improvement Fund	Professional Sports Facility Project	\$4,862,076.93	\$96,171.21	\$3,628.21	\$200.00
<b>Total Expenditures</b>		<b>\$5,961,327.08</b>	<b>\$68,171,582.82</b>	<b>\$57,983,168.79</b>	<b>\$12,932,921.08</b>

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	2078	810	7205	8107205DA	7101 Principal Payment Bonds	420,000.00	420,000.00	0.00	0.00	0.00	420,000.00	0.00
2018	2078	810	7205	8107205DA	7201 Interest-Bonds	2,543,640.00	2,543,640.00	0.00	0.00	0.00	2,543,639.56	0.44
2018	2078	810	7205	8107205DA	7304 Paying Agent Services	1,500.00	1,500.00	0.00	0.00	0.00	750.00	750.00
					<b>Debt Service</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>
					<b>Total for Unit: 7205 Debt Service - Fund 2078</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>
					<b>Fund 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>
					<b>Sports Fac Pr</b>							
					<b>Grand Total</b>	<b>2,965,140.00</b>	<b>2,965,140.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,964,389.56</b>	<b>750.44</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2078"

PALMER COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT  
Sports Facility Department

Fund: 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Facility Department  
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd Month Date	Vendor	Line Description	Amount
2078	810	7205	7101	2018	2	11/30/2017	THE BANK OF NEW YORK TRUST CO	PRINCIPAL PAYMENT Fiscal Month 2	420,000.00 420,000.00
2078	810	7205	7201	2018	2	11/30/2017	THE BANK OF NEW YORK TRUST CO	Total for Object 7101 Principal Payment Bonds INTEREST PAYMENT	420,000.00 1,273,191.08
2078	810	7205	7201	2018	8	5/31/2018	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT Fiscal Month 8	1,273,191.08 1,270,448.48
2078	810	7205	7304	2018	3	12/12/2017	THE BANK OF NEW YORK MELLON TRUST CO	Total for Object 7201 Interest-Bonds PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015C	2,543,639.56 750.00
2078	810	7205	7304	2018	3	12/12/2017	THE BANK OF NEW YORK MELLON TRUST CO	PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015C	750.00
2078	810	7205	7304	2018	3	12/12/2017	THE BANK OF NEW YORK MELLON TRUST CO	PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015C	-750.00
<p style="text-align: right;">Total for Object 7304 Paying Agent Services Fiscal Month 3</p>									750.00
<p style="text-align: right;">Unit 7205 Debt Service - Fund 2078</p>									2,964,389.56
<p style="text-align: right;">Report Grand Total</p>									2,964,389.56

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	2079	810	7206	8107206DA	7201 Interest-Bonds	2,832,250.00	2,832,250.00	2,832,250.00	0.00	0.00	2,832,250.00	0.00
2018	2079	810	7206	8107206DA	7304 Paying Agent Services	1,500.00	1,500.00	1,500.00	0.00	0.00	750.00	750.00
					Debt Service	2,833,750.00	2,833,750.00	2,833,750.00	0.00	0.00	2,833,000.00	750.00
					<b>Total for Unit: 7206 Debt Service - Fund 2079</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fund 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fac Proj</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Grand Total</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2079"

PALM BEACH COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT

Fund: 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports Fac Proj  
Dept: 810 Debt Service

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Date	Vendor	Line Description	Amount
2079	810	7206	7201	2018	2	11/30/2017	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 2	1,416,125.00
2079	810	7206	7201	2018	8	5/31/2018	THE BANK OF NEW YORK TRUST CO	INTEREST PAYMENT	1,416,125.00
								Fiscal Month 8	1,416,125.00
2079	810	7206	7304	2018	3	12/21/2017	THE BANK OF NEW YORK MELLON TRUST CC	<b>Total for Object 7201 Interest-Bonds</b> PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015D	2,832,250.00
									750.00
2079	810	7206	7304	2018	3	12/21/2017	THE BANK OF NEW YORK MELLON TRUST CC	PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015D	-750.00
2079	810	7206	7304	2018	3	12/21/2017	THE BANK OF NEW YORK MELLON TRUST CC	PBC,FL Revenue refunding Bonds, Professional Sports Franchise Facility Project, Series 2015D	750.00
								Fiscal Month 3	750.00
<b>Total for Object 7304 Paying Agent Services</b>									750.00
<b>Unit 7206 Debt Service - Fund 2079</b>									<b>2,833,000.00</b>
<b>Report Grand Total</b>									<b>2,833,000.00</b>



**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	3078	411 9900	4119900NG	9907 Res-Future Cnstruction	766,816.00	781,107.00		0.00	0.00	0.00	781,107.00
				Non Operating	766,816.00	781,107.00		0.00	0.00	0.00	781,107.00
		<b>Total for Unit:</b>	<b>9900 Reserves</b>		<b>766,816.00</b>	<b>781,107.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>781,107.00</b>
2018	3078	411 B590	411B590CB	6502 Building Construction - Cip	5,772,368.00	2,567,934.00		0.00	59,770.02	1,159,036.96	1,349,127.02
				Capital	5,772,368.00	2,567,934.00		0.00	59,770.02	1,159,036.96	1,349,127.02
		<b>Total for Unit:</b>	<b>B590 New Stadium</b>		<b>5,772,368.00</b>	<b>2,567,934.00</b>		<b>0.00</b>	<b>59,770.02</b>	<b>1,159,036.96</b>	<b>1,349,127.02</b>
2018	3078	810 7301	8107301DL	7305 Issue Costs	0.00	0.00		0.00	0.00	0.00	0.00
				Debt Service	0.00	0.00		0.00	0.00	0.00	0.00
		<b>Total for Unit:</b>	<b>7301 Cost Of Issuance</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Fund	3078	65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof			6,539,184.00	3,349,041.00		0.00	59,770.02	1,159,036.96	2,130,234.02
		Sports Fac Pr			6,539,184.00	3,349,041.00		0.00	59,770.02	1,159,036.96	2,130,234.02
		<b>Grand Total</b>									

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3078"

PALM BEACH COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT

Fund: 3078 65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof Sports Fac Pr  
Dept: 411 Facilities Dev & Ops Capital

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd Month Date	Vendor	Line Description	Amount
3078	411	B590	New Stadium	2018	1	10/25/2017	Southern Athletic Fields, Inc.		-11,504.30
3078	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,504.30
3078	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,504.30
3078	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		465.50
3078	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		-465.50
3078	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		465.50
<b>Fiscal Month 1</b>									<b>11,969.80</b>
3078	411	B590	6502	2018	3	12/5/2017	HW Spring Training Complex LLC	new stadium	405,772.49
3078	411	B590	6502	2018	3	12/5/2017	HW Spring Training Complex LLC	new stadium	405,772.49
3078	411	B590	6502	2018	3	12/5/2017	HW Spring Training Complex LLC	new stadium	-405,772.49
3078	411	B590	6502	2018	3	1/2/2018		Reverse December 2017 FY17 Subsequent Disbursements Capital Projects Funds Check#3045807 Pay App #25	-270,244.48
<b>Fiscal Month 3</b>									<b>135,528.01</b>
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-1,346.52
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		175.50
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,346.52
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,346.52
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
3078	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
<b>Fiscal Month 5</b>									<b>1,171.02</b>
3078	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC	new stadium	1,009,867.62
3078	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC	new stadium	-1,009,867.62
3078	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC	new stadium	1,009,867.62
<b>Fiscal Month 7</b>									<b>1,009,867.62</b>
3078	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058	-500.51
3078	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058	500.51
3078	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058	500.51
<b>Fiscal Month 8</b>									<b>500.51</b>
<b>Total for Object 6502 Building Construction - Cip</b>									<b>1,159,036.96</b>
<b>Unit B590 New Stadium</b>									<b>1,159,036.96</b>
<b>Report Grand Total</b>									<b>1,159,036.96</b>

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2018	3079	411 9900	4119900NH	9907 Res-Future Cnstruction	516,416.00	531,597.00	531,597.00	0.00	0.00	0.00	531,597.00
		<b>Total for Unit:</b>	9900 Reserves	<b>Non Operating</b>	<b>516,416.00</b>	<b>531,597.00</b>	<b>531,597.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>531,597.00</b>
2018	3079	411 B590	411B590CC	6502 Building Construction - Cip	9,128,791.00	8,931,893.00	8,931,893.00	0.00	2,080,844.83	5,976,294.56	874,753.61
		<b>Total for Unit:</b>	B590 New Stadium	<b>Capital</b>	<b>9,128,791.00</b>	<b>8,931,893.00</b>	<b>8,931,893.00</b>	<b>0.00</b>	<b>2,080,844.83</b>	<b>5,976,294.56</b>	<b>874,753.61</b>
2018	3079	810 7301	8107301DM	7305 Issue Costs	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		<b>Total for Unit:</b>	7301 Cost Of Issuance	<b>Debt Service</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Fund</b>	<b>3079</b>	<b>56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports</b>			<b>9,645,207.00</b>	<b>9,463,490.00</b>	<b>9,463,490.00</b>	<b>0.00</b>	<b>2,080,844.83</b>	<b>5,976,294.56</b>	<b>1,406,350.61</b>
<b>Fac Proj</b>				<b>Grand Total</b>	<b>9,645,207.00</b>	<b>9,463,490.00</b>	<b>9,463,490.00</b>	<b>0.00</b>	<b>2,080,844.83</b>	<b>5,976,294.56</b>	<b>1,406,350.61</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2018.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3079"

PALM BEACH COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports Fac Proj  
Dept: 411 Facilities Dev & Ops Capital

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd	Vendor	Line Description	Amount
3079	411	B590	New Stadium	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,973.86
3079	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		11,973.86
3079	411	B590	6502	2018	1	10/25/2017	Southern Athletic Fields, Inc.		-11,973.86
3079	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		484.50
3079	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		-484.50
3079	411	B590	6502	2018	1	10/26/2017	Delta T Corporation		484.50
<b>Fiscal Month 1</b>									<b>12,458.36</b>
3079	411	B590	6502	2018	3	12/15/2017	HW Spring Training Complex LLC		-2,279,525.51
3079	411	B590	6502	2018	3	12/15/2017	HW Spring Training Complex LLC		2,279,525.51
3079	411	B590	6502	2018	3	12/15/2017	HW Spring Training Complex LLC		2,279,525.51
3079	411	B590	6502	2018	3	12/18/2017	Centerline Utilities, Inc.		2,722.90
3079	411	B590	6502	2018	3	12/18/2017	Centerline Utilities, Inc.		2,722.90
3079	411	B590	6502	2018	3	12/18/2017	Centerline Utilities, Inc.		-2,722.90
<b>Fiscal Month 3</b>									<b>2,282,248.41</b>
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	175.50
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC	Credit for Account LOTW03 Ballpark of the PB	-175.50
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,401.48
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		-1,401.48
3079	411	B590	6502	2018	5	2/22/2018	Olympia Building Supplies, LLC		1,401.48
<b>Fiscal Month 5</b>									<b>1,225.98</b>
3079	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC		-2,846,613.89
3079	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC		2,846,613.89
3079	411	B590	6502	2018	7	4/10/2018	HW Spring Training Complex LLC		2,846,613.89
3079	411	B590	6502	2018	8	5/1/2018	HW Spring Training Complex LLC		-816,649.95
3079	411	B590	6502	2018	8	5/1/2018	HW Spring Training Complex LLC		816,649.95
3079	411	B590	6502	2018	8	5/1/2018	HW Spring Training Complex LLC		816,649.95
3079	411	B590	6502	2018	8	5/11/2018	HW Spring Training Complex LLC		108.20
<b>Fiscal Month 7</b>									<b>2,846,613.89</b>
3079	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	Project # 2018009-07 Roadway spring training facility sales tax recovprgm.#15207-058 c.o.#1	-16,866.49
3079	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058 c.o.#1	16,866.49
3079	411	B590	6502	2018	8	5/31/2018	YKK AP AMERICA INC DIV YKK CORP OF AME	spring training facility sales tax recovprgm.#15207-058 c.o.#1	16,866.49
<b>Fiscal Month 8</b>									<b>833,624.64</b>
3079	411	B590	6502	2018	10	7/12/2018	Project # 2018009-07 Roadway		123.28
<b>Fiscal Month 10</b>									<b>123.28</b>

PALM BEACH COUNTY, FLORIDA  
YTD DETAILED EXPENDITURES FOR FISCAL YEAR  
BY FUND, DEPARTMENT AND UNIT

Fund: 3079 56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports  
Dept: 411 Facilities Dev & Ops Capital

Fund	Dept	Unit	Sub Object	Fiscal Year	Fiscal Month	Doc Rec'd	Vendor	Line Description	Amount
								Total for Object 6502 Building Construction - Cip	5,976,294.56
								Unit B590 New Stadium	<u>5,976,294.56</u>
								Report Grand Total	<u><u>5,976,294.56</u></u>

**Expense Summary as of 7/31/2018  
Fiscal Year 2018**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
		<b>Total for Unit:</b>	<b>B576</b>	<b>Countywide Building Renewal &amp; Repl FY15</b>	<b>3,346,641.00</b>	<b>3,068,291.00</b>	<b>0.00</b>	<b>121,401.50</b>	<b>158,570.27</b>	<b>2,788,319.23</b>
2018	3804	411	B577	411B577CA	354,675.00	354,675.00	0.00	7,566.96	3,962.04	343,146.00
2018	3804	411	B577	411B577CA	60,000.00	229.00	0.00	0.00	0.00	229.00
2018	3804	411	B577	411B577CA	1.00	1.00	0.00	0.00	0.00	1.00
		<b>Total for Unit:</b>	<b>B577</b>	<b>Countywide Electric Sys Renewal &amp; Repl FY1</b>	<b>414,676.00</b>	<b>354,905.00</b>	<b>0.00</b>	<b>7,566.96</b>	<b>3,962.04</b>	<b>343,376.00</b>
2018	3804	411	B578	411B578CA	153,002.00	153,002.00	0.00	23,619.65	0.00	129,382.35
		<b>Total for Unit:</b>	<b>B578</b>	<b>Countywide Parks Renewal &amp; Repl FY15</b>	<b>153,002.00</b>	<b>153,002.00</b>	<b>0.00</b>	<b>23,619.65</b>	<b>0.00</b>	<b>129,382.35</b>
2018	3804	411	B579	411B579CA	250,000.00	250,000.00	0.00	359.00	9,499.20	240,141.80
		<b>Total for Unit:</b>	<b>B579</b>	<b>Countywide Various Facility Improvements F</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>0.00</b>	<b>359.00</b>	<b>9,499.20</b>	<b>240,141.80</b>
2018	3804	411	B582	411B582CA	292,508.00	278,432.00	0.00	126,726.42	13,475.63	138,229.95
		<b>Total for Unit:</b>	<b>B582</b>	<b>Future Land FY15</b>	<b>292,508.00</b>	<b>278,432.00</b>	<b>0.00</b>	<b>126,726.42</b>	<b>13,475.63</b>	<b>138,229.95</b>
2018	3804	411	B584	411B584CA	265,933.00	265,933.00	0.00	5,895.74	24,104.26	235,933.00
		<b>Total for Unit:</b>	<b>B584</b>	<b>W County Adm Building Mods</b>	<b>265,933.00</b>	<b>265,933.00</b>	<b>0.00</b>	<b>5,895.74</b>	<b>24,104.26</b>	<b>235,933.00</b>
2018	3804	411	B585	411B585CA	546,174.00	509,635.00	0.00	5,000.00	51,807.31	452,827.69
		<b>Total for Unit:</b>	<b>B585</b>	<b>Various Fac Impr/Constitutional Officers FY1</b>	<b>546,174.00</b>	<b>509,635.00</b>	<b>0.00</b>	<b>5,000.00</b>	<b>51,807.31</b>	<b>452,827.69</b>
2018	3804	411	B587	411B587CA	8,118.00	8,118.00	0.00	0.00	0.00	8,118.00
		<b>Total for Unit:</b>	<b>B587</b>	<b>PBSO Marine Boat Life Renovation</b>	<b>8,118.00</b>	<b>8,118.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,118.00</b>
2018	3804	411	B588	411B588CA	92,696.00	92,696.00	0.00	0.00	0.00	92,696.00
		<b>Total for Unit:</b>	<b>B588</b>	<b>PBSO HQ Media Renovations</b>	<b>92,696.00</b>	<b>92,696.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>92,696.00</b>
2018	3804	411	B590	411B590CA	38,126.00	38,126.00	0.00	37,925.58	200.00	0.42
		<b>Total for Unit:</b>	<b>B590</b>	<b>New Stadium</b>	<b>38,126.00</b>	<b>38,126.00</b>	<b>0.00</b>	<b>37,925.58</b>	<b>200.00</b>	<b>0.42</b>



**Revenue Summary**

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2017</b>							
<b>Fund 2078</b>							
		<b>Unit 0100</b>	<b>Interest Distribution</b>				
2078	010	0100	6110 Pool Interest Income	0.00	0.00	1.91	-1.91
2078	010	0100	6116 Change In Fair Value	0.00	0.00	-0.64	0.64
		<b>Unit 0100</b>		<b>0.00</b>	<b>0.00</b>	<b>1.27</b>	<b>-1.27</b>
2078	810	4100	8085 Tr Fr TDC 4th Cent Lcl Op Fd 1453	0.00	2,547,882.00	2,547,130.69	751.31
2078	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	2,547,882.00	0.00	0.00	0.00
		<b>Unit 4100</b>		<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,130.69</b>	<b>751.31</b>
		<b>Fund 2078</b>		<b>2,547,882.00</b>	<b>2,547,131.96</b>	<b>2,547,131.96</b>	<b>750.04</b>



# Reven Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2017</b>							
<b>Fund 2079</b>							
<b>Unit 0100 Interest Distribution</b>							
2079	010	0100	6110 Pool Interest Income	0.00	0.00	1,073.58	-1,073.58
2079	010	0100	6116 Change In Fair Value	0.00	0.00	-268.92	268.92
<b>Unit 0100</b>				<b>0.00</b>	<b>0.00</b>	<b>804.66</b>	<b>-804.66</b>
<b>Unit 4100 Revenue</b>							
2079	810	4100	3517 State Sales Tax Contribution - Baseball	2,000,000.00	2,000,000.00	2,000,004.00	-4.00
2079	810	4100	8085 Tr Fr TDC 4th Cent Lcl Op Fd 1453	0.00	159,681.00	158,116.24	1,564.76
2079	810	4100	8314 Tr Fr TDC 1st Cent fd 1458	833,750.00	674,069.00	674,069.00	0.00
<b>Unit 4100</b>				<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,832,189.24</b>	<b>1,560.76</b>
<b>Fund 2079</b>				<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>2,832,993.90</b>	<b>756.10</b>

# Revenue Summary

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2017</b>							
<b>Fund 3078</b>							
<b>Unit 0100 Interest Distribution</b>							
3078	010	0100	6110 Pool Interest Income	374,000.00	374,000.00	212,521.56	161,478.44
3078	010	0100	6116 Change In Fair Value	0.00	0.00	13,875.57	-13,875.57
<b>Unit 0100</b>				<b>374,000.00</b>	<b>374,000.00</b>	<b>226,397.13</b>	<b>147,602.87</b>
<b>Unit B590 New Stadium</b>							
3078	411	B590	6930 Refund Prior Year Expenditures	0.00	0.00	568.17	-568.17
3078	411	B590	6996 Rebate - Virtual Credit Card	0.00	0.00	7,045.45	-7,045.45
<b>Unit B590</b>				<b>0.00</b>	<b>0.00</b>	<b>7,613.62</b>	<b>-7,613.62</b>
<b>Unit 8000 Revenue</b>							
3078	800	8000	8900 Statutory Reserves	-18,700.00	-18,700.00	0.00	-18,700.00
3078	800	8000	8901 Balance Brought Forward	37,420,989.00	32,604,201.00	0.00	32,604,201.00
<b>Unit 8000</b>				<b>37,402,289.00</b>	<b>32,585,501.00</b>	<b>0.00</b>	<b>32,585,501.00</b>
<b>Fund 3078</b>				<b>37,776,289.00</b>	<b>32,959,501.00</b>	<b>234,010.75</b>	<b>32,725,490.25</b>

**Revenue Summary**

<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Revenue Source</u>	<u>Adopted Revenue Budget</u>	<u>Current Revenue Budget</u>	<u>Received Revenue</u>	<u>Available</u>
<b>2017</b>							
<b>Fund 3079</b>							
<b>Unit 0100 Interest Distribution</b>							
3079	010	0100	6110 Pool Interest Income	592,000.00	592,000.00	285,593.72	306,406.28
3079	010	0100	6116 Change In Fair Value	0.00	0.00	17,515.70	-17,515.70
<b>Unit 0100</b>				<b>592,000.00</b>	<b>592,000.00</b>	<b>303,109.42</b>	<b>288,890.58</b>
<b>Unit B590 New Stadium</b>							
3079	411	B590	6996 Rebate - Virtual Credit Card	0.00	0.00	865.95	-865.95
<b>Unit B590</b>				<b>0.00</b>	<b>0.00</b>	<b>865.95</b>	<b>-865.95</b>
<b>Unit 8000 Revenue</b>							
3079	800	8000	8900 Statutory Reserves	-29,600.00	-29,600.00	0.00	-29,600.00
3079	800	8000	8901 Balance Brought Forward	59,272,821.00	32,118,703.00	0.00	32,118,703.00
<b>Unit 8000</b>				<b>59,243,221.00</b>	<b>32,089,103.00</b>	<b>0.00</b>	<b>32,089,103.00</b>
<b>Fund 3079</b>				<b>59,835,221.00</b>	<b>32,681,103.00</b>	<b>303,975.37</b>	<b>32,377,127.63</b>

**Expense Summary as of 6/1/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	2078	810	7205	8107205DA	7201 Interest-Bonds	2,546,382.00	2,546,382.00	2,546,382.00	0.00	0.00	2,546,382.16	-0.16
2017	2078	810	7205	8107205DA	7304 Paying Agent Services	1,500.00	1,500.00	1,500.00	0.00	0.00	750.00	750.00
					Debt Service	2,547,882.00	2,547,882.00	2,547,882.00	0.00	0.00	2,547,132.16	749.84
					<b>Total for Unit: 7205 Debt Service - Fund 2078</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,547,132.16</b>	<b>749.84</b>
					<b>Fund 2078 65.360M NAV Pub Imp Tax Rev Bond 15C DS, Prof Sports Fac Pr</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,547,132.16</b>	<b>749.84</b>
					<b>Grand Total</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>2,547,882.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,547,132.16</b>	<b>749.84</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2078"

**Expense Summary as of 6/1/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	2079	810	7206	8107206DA	7201 Interest-Bonds	2,832,250.00	2,832,250.00	0.00	0.00	0.00	2,832,250.00	0.00
2017	2079	810	7206	8107206DA	7304 Paying Agent Services	1,500.00	1,500.00	0.00	0.00	0.00	750.00	750.00
					Debt Service	2,833,750.00	2,833,750.00	0.00	0.00	0.00	2,833,000.00	750.00
					<b>Total for Unit: 7206 Debt Service - Fund 2079</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fund 2079 56.645M NAV Pub Imp Rev Bond 15D DS, Prof Sports</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Fac Proj</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>
					<b>Grand Total</b>	<b>2,833,750.00</b>	<b>2,833,750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,833,000.00</b>	<b>750.00</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "2079"

**Expense Summary as of 6/1/2018**  
**Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	3078	411	9900	4119900NG	9907 Res-Future Cnstruction	815,705.00	835,084.00	0.00	0.00	0.00	835,084.00
					Non Operating	815,705.00	835,084.00	0.00	0.00	0.00	835,084.00
					Total for Unit: 9900 Reserves	815,705.00	835,084.00	0.00	0.00	0.00	835,084.00
2017	3078	411	B590	411B590CB	6502 Building Construction - Cip	36,951,870.00	32,115,703.00	0.00	0.00	29,547,770.10	2,567,932.90
					Capital	36,951,870.00	32,115,703.00	0.00	0.00	29,547,770.10	2,567,932.90
					Total for Unit: B590 New Stadium	36,951,870.00	32,115,703.00	0.00	0.00	29,547,770.10	2,567,932.90
2017	3078	810	7301	8107301DL	7305 Issue Costs	8,714.00	8,714.00	0.00	0.00	2,200.00	6,514.00
					Debt Service	8,714.00	8,714.00	0.00	0.00	2,200.00	6,514.00
					Total for Unit: 7301 Cost Of Issuance	8,714.00	8,714.00	0.00	0.00	2,200.00	6,514.00
Fund	3078	65.360M NAV Pub Imp Tax Rev Bond 15C CP, Prof				37,776,289.00	32,959,501.00	0.00	0.00	29,549,970.10	3,409,530.90
		Sports Fac Pr									
					Grand Total	37,776,289.00	32,959,501.00	0.00	0.00	29,549,970.10	3,409,530.90

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3078"

**Expense Summary as of 6/1/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	3079	411 9900	4119900NH	9907 Res-Future Cnstruction	1,167,250.00	686,527.00	686,527.00	0.00	0.00	0.00	686,527.00
				Non Operating	1,167,250.00	686,527.00	686,527.00	0.00	0.00	0.00	686,527.00
		<b>Total for Unit:</b>	9900 Reserves		1,167,250.00	686,527.00	686,527.00	0.00	0.00	0.00	686,527.00
2017	3079	411 B590	411B590CC	6502 Building Construction - Cip	58,654,725.00	31,981,330.00	31,981,330.00	0.00	0.00	23,049,438.32	8,931,891.68
				Capital	58,654,725.00	31,981,330.00	31,981,330.00	0.00	0.00	23,049,438.32	8,931,891.68
		<b>Total for Unit:</b>	B590 New Stadium		58,654,725.00	31,981,330.00	31,981,330.00	0.00	0.00	23,049,438.32	8,931,891.68
2017	3079	810 7301	8107301DM	7305 Issue Costs	13,246.00	13,246.00	13,246.00	0.00	0.00	0.00	13,246.00
				Debt Service	13,246.00	13,246.00	13,246.00	0.00	0.00	0.00	13,246.00
		<b>Total for Unit:</b>	7301 Cost Of Issuance		13,246.00	13,246.00	13,246.00	0.00	0.00	0.00	13,246.00
<b>Fund</b>	<b>3079</b>	<b>56.645M NAV Pub Imp Rev Bonds, 15D CP, Prof Sports</b>			<b>59,835,221.00</b>	<b>32,681,103.00</b>	<b>32,681,103.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,049,438.32</b>	<b>9,631,664.68</b>
<b>Fac Proj</b>					<b>59,835,221.00</b>	<b>32,681,103.00</b>	<b>32,681,103.00</b>	<b>0.00</b>	<b>0.00</b>	<b>23,049,438.32</b>	<b>9,631,664.68</b>
				<b>Grand Total</b>				<b>0.00</b>	<b>0.00</b>	<b>23,049,438.32</b>	<b>9,631,664.68</b>

{BUD\_STRU\_29\_LVL\_2.BFY} = 2017.00 and  
{BUD\_STRU\_29\_LVL\_2.FUND\_CD} = "3079"

**Expense Summary as of 6/4/2018  
Fiscal Year 2017**

<u>FY</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Appr. Unit</u>	<u>Object</u>	<u>Adopted Budget</u>	<u>Mod. Budget</u>	<u>Cur. Budget</u>	<u>Preencumb</u>	<u>Encumb</u>	<u>Expended</u>	<u>Available</u>
2017	3804	411	B588	411B588CA	4907 Building Improvemts Noncapital	92,696.00	92,696.00	92,696.00	0.00	0.00	0.00	92,696.00
					Capital	92,696.00	92,696.00	92,696.00	0.00	0.00	0.00	92,696.00
			<b>Total for Unit:</b>	<b>B588</b>	<b>PBSO HQ Media Renovations</b>	<b>92,696.00</b>	<b>92,696.00</b>	<b>92,696.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>92,696.00</b>
2017	3804	411	B590	411B590CA	6502 Building Construction - Cip	41,754.00	41,754.00	41,754.00	0.00	0.00	3,628.21	38,125.79
					Capital	41,754.00	41,754.00	41,754.00	0.00	0.00	3,628.21	38,125.79
			<b>Total for Unit:</b>	<b>B590</b>	<b>New Stadium</b>	<b>41,754.00</b>	<b>41,754.00</b>	<b>41,754.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,628.21</b>	<b>38,125.79</b>
2017	3804	411	B593	411B593CA	4907 Building Improvemts Noncapital	581,512.00	1.00	1.00	0.00	0.00	0.00	1.00
					Capital	581,512.00	1.00	1.00	0.00	0.00	0.00	1.00
			<b>Total for Unit:</b>	<b>B593</b>	<b>PBSO MDC E/W Tower R &amp; R</b>	<b>581,512.00</b>	<b>1.00</b>	<b>1.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1.00</b>
2017	3804	411	B594	411B594CA	4907 Building Improvemts Noncapital	700,000.00	700,000.00	700,000.00	0.00	0.00	370,054.30	329,945.70
					Capital	700,000.00	700,000.00	700,000.00	0.00	0.00	370,054.30	329,945.70
			<b>Total for Unit:</b>	<b>B594</b>	<b>PBSO MDC Elect System R &amp; R</b>	<b>700,000.00</b>	<b>700,000.00</b>	<b>700,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>370,054.30</b>	<b>329,945.70</b>
2017	3804	411	B596	411B596CA	4907 Building Improvemts Noncapital	75,000.00	75,000.00	75,000.00	0.00	0.00	64,645.44	10,354.56
					Capital	75,000.00	75,000.00	75,000.00	0.00	0.00	64,645.44	10,354.56
			<b>Total for Unit:</b>	<b>B596</b>	<b>Clerk Cameras @MJC Cash Counters</b>	<b>75,000.00</b>	<b>75,000.00</b>	<b>75,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>64,645.44</b>	<b>10,354.56</b>
2017	3804	411	B602	411B602CA	4907 Building Improvemts Noncapital	50,000.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
					Capital	50,000.00	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00
			<b>Total for Unit:</b>	<b>B602</b>	<b>Courthouse Clerk Evidence Dehumidity</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,000.00</b>
2017	3804	411	B603	411B603CA	4907 Building Improvemts Noncapital	44,375.00	44,375.00	44,375.00	0.00	0.00	8,191.52	36,183.48
					Capital	44,375.00	44,375.00	44,375.00	0.00	0.00	8,191.52	36,183.48
			<b>Total for Unit:</b>	<b>B603</b>	<b>High Ridge Secure Lobby</b>	<b>44,375.00</b>	<b>44,375.00</b>	<b>44,375.00</b>	<b>0.00</b>	<b>0.00</b>	<b>8,191.52</b>	<b>36,183.48</b>
2017	3804	411	B604	411B604CA	4907 Building Improvemts Noncapital	100,000.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
					Capital	100,000.00	100,000.00	100,000.00	0.00	0.00	0.00	100,000.00
			<b>Total for Unit:</b>	<b>B604</b>	<b>Land Due Diligence FY16</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>100,000.00</b>
2017	3804	411	B605	411B605CA	4907 Building Improvemts Noncapital	259,000.00	253,116.00	253,116.00	0.00	0.00	252,365.58	750.42
					Capital	259,000.00	253,116.00	253,116.00	0.00	0.00	252,365.58	750.42
			<b>Total for Unit:</b>	<b>B605</b>	<b>N County Courthouse Rm 2706 BO</b>	<b>259,000.00</b>	<b>253,116.00</b>	<b>253,116.00</b>	<b>0.00</b>	<b>0.00</b>	<b>252,365.58</b>	<b>750.42</b>
2017	3804	411	B606	411B606CA	4907 Building Improvemts Noncapital	124,000.00	124,000.00	124,000.00	0.00	0.00	119,547.84	4,452.16
					Capital	124,000.00	124,000.00	124,000.00	0.00	0.00	119,547.84	4,452.16
			<b>Total for Unit:</b>	<b>B606</b>	<b>N County Courthouse Secure Jud Corridor</b>	<b>124,000.00</b>	<b>124,000.00</b>	<b>124,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>119,547.84</b>	<b>4,452.16</b>



**First Restated Sports Facility Use  
Agreement and the First Restated  
Developer Agreement between Palm  
Beach County and its Spring Training  
Franchises**

R2015-1523

**FIRST RESTATED**  
**SPORTS FACILITY USE AGREEMENT**

THIS FIRST RESTATED SPORTS FACILITY USE AGREEMENT (the "Agreement") is made and entered into as of this OCT 20 2015, by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County"), HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team"), and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team").

WHEREAS, the County is the owner of certain real property within the City of West Palm Beach, Palm Beach County, Florida, which property is legally described on Exhibit A; and

WHEREAS, the County desires to develop and own a stadium, including two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, to be used by the Washington Nationals and the Houston Astros as a professional sports franchise facility for their joint spring training and other uses permitted herein; and

WHEREAS, the County desires to enter into this Agreement with the LLC, whereby the County grants to the LLC the rights to use, occupy and operate the Facility, as more particularly described herein, and the LLC desires to enter into this Agreement with the County for such purposes; and

WHEREAS, the County and the LLC previously entered into a Sports Facility Use Agreement (R-2015-1072) dated as of August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259) dated September 22, 2015 (together the "Original Agreement"); and

WHEREAS, the County and LLC wish to further amend and restate the Original Agreement to clarify certain issues in connection with the implementation of the Original Agreement and to consolidate all amendments, terms, and conditions into this new Agreement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, the parties intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**RECITALS**

The foregoing recitals are incorporated herein and made a part hereof by this reference.

**ARTICLE 2**  
**DEFINITIONS**

The following terms shall have the meanings specified in this Article 2 when capitalized and used in this Agreement. Some terms provided herein are used only in the Developer

Agreement and are included herein for clarity. Capitalized terms not defined in this Article 2 shall have the meanings ascribed to them in this Agreement or in any other Agreement referenced herein. The meanings specified are applicable to both the singular and plural.

**“Actual Costs”** shall have the meaning set forth in the Developer Agreement.

**“ADA”** shall mean the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as may be amended from time to time.

**“Affiliate”** shall mean, with respect to the LLC, a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the LLC.

**“Approved R/R Project Schedule”** shall mean each annual R/R Project Schedule approved for funding by the Board pursuant to each annual budget funding request.

**“Art”** shall mean those improvements installed at the Site and Facility pursuant to County’s “Art in Public Places” program.

**“Art in Public Places Administrator”** shall mean an employee within the Facilities Development and Operations Department designated by the County and indicated to the LLC as the individual with responsibility to implement the County’s “Art in Public Places” program.

**“Astros”** shall mean the Houston Astros, LLC, a Texas limited liability company.

**“Astros’ Facilities”** shall mean the land and improvements constituting the Houston Astros’ Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated within the Facility by the LLC for the exclusive use of the Houston Astros.

**“Board”** shall mean the Board of County Commissioners of Palm Beach County.

**“BOC”** means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

**“Budget Year”** shall mean the County’s annual fiscal year beginning on October 1 and continuing through September 30 of each year.

**“Buffer Area”** shall mean the area within the South 400’ of the Site to be used as grassed pervious open space, multipurpose athletic fields, and overflow parking as depicted on the Conceptual Plan and described in Section 12.7 of the Interlocal Agreement.

**“Business Day”** shall mean any day, except Saturday, Sunday or any national holiday or any other day recognized by the County as a holiday, or any other day during which County governmental offices are closed.

**“Capital Improvements”** shall mean any and all design, permitting, labor and/or materials related to any improvements beginning on the date of Substantial Completion, that add value to

the Facility, including but not limited to any and all fixtures, fixed equipment, modifications to, and/or demolition of the Facility undertaken on, or after, the date of Substantial Completion of the Facility. Examples include, but are not limited to, the following: fixed equipment; physical enlargement or expansion of a structure or existing asset; physical improvement which creates an increase in capacity; or adapting a portion of the Facility to a new or different use, provided such use shall comport with the intended use of the Facility for public purposes; and/or a demolition of the improvements originally constructed. The term "Capital Improvements" for the purposes of this definition shall not include the Facility as initially constructed.

**"Championship Season"** shall mean the regular annual period of competitive and recorded play by the Major League Clubs or Minor League Clubs, as applicable to determine a champion.

**"City"** shall mean the City of West Palm Beach, a Florida municipal corporation.

**"City Park"** shall mean the land and improvements as described in Exhibit I and Section 12.6 of the Interlocal Agreement.

**"City Park Improvements"** shall mean the facilities and features described in Exhibit I and Section 12.6 of the Interlocal Agreement and including the loop trail feature as described therein.

**"City Park Property"** shall mean the approximately 12.2 acres legally described in Exhibit A of the Interlocal Agreement.

**"Commissioner"** shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

**"Conceptual Plan"** shall mean the general layout of proposed improvements to the Site and the City Park Property including the City Park, Facility and Buffer Area and which is attached as Exhibit B to the Interlocal Agreement.

**"Concession Revenues"** shall mean all the revenues received by the LLC from the sale of food and beverages, novelties, merchandise, publications, and the like at the Facility.

**"Construction Contract(s)"** shall mean the legally binding agreement(s) to be entered into by and between the LLC and the Contractor(s) (as such term is defined in the Developer Agreement) for the construction of the Facility, or any portion thereof, as such agreement(s) may be amended by the LLC, including through a Change Order authorized pursuant to Section 8.5 of the Developer Agreement.

**"County Bonds"** shall mean the County's revenue bonds to be issued in connection with the Facility in one or more series yielding One Hundred Thirty Million Dollars (\$130,000,000) in net proceeds for development of the Facility and any refunding thereof.

**"County Events"** shall mean those non-profit and for-profit events to be conducted or sponsored by the County, including, but not limited to, events sponsored or supported by the

Tourist Development Council, the Sports Commission, the Cultural Council, and/or other County sponsored community events.

"County Representative" shall mean the Director of the County's Facilities Development & Operations Department, or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

"County R/R Project" shall mean an R/R Project for a Public Use Improvement.

"County's R/R Project Reserve" shall mean the monies set aside pursuant to Section 8.4.7 of the Developer Agreement for County R/R Projects.

"County Seal" shall mean the seal adopted by Palm Beach County as its official seal.

"Cultural Council" shall mean the Palm Beach County Cultural Council.

"Day" shall mean each 24-hour period beginning and ending at 12:00 midnight Eastern Standard Time and shall include Saturdays, Sundays and all holidays, except that in the event that an obligation to be performed under this Agreement falls due on a day other than a Business Day, such obligation shall be deemed due on the next Day that County offices are open for business thereafter.

"Developer Agreement" shall mean the First Restated Developer Agreement R-2015-1522, dated as of October 20, 2015, executed by and between County and the LLC, as the same may be amended or supplemented from time to time.

"Due Diligence and Planning Services Agreement" shall mean the Due Diligence and Planning Services Agreement R-2015-0358, executed on March 10, 2015 by and between County and the LLC for due diligence and planning services, as the same may be amended or supplemented from time to time.

"Effective Termination Date" shall be seven (7) days after the defaulting party has received written notice of termination.

"Emergency R/R Project" shall mean any R/R Project that is not scheduled to be made pursuant to the R/R Project Schedule, but where the impact of delay associated with waiting until the approval of the updated R/R Project spreadsheet described in Article 10 herein would be detrimental to the interest, health, safety or welfare of the residents of County and the need was not artificially created by the LLC. The determination as to whether any particular project is an Emergency R/R Project shall be made only by the County, after consideration of the justification provided by the LLC.

"Environmental Resource Permit" or "ERP" shall mean the environmental resource permit issued for the Facility and City Park Improvements as set forth in Section 12.2 of the Interlocal Agreement.

"Exclusive Parking Areas" shall mean those areas designated in the Exclusive Use Areas designed for and/or used for the parking of Team related vehicles.

**“Exclusive Use Areas”** shall mean the areas that are identified in **Exhibit D** attached hereto which are reserved for the exclusive use of the Teams, unless otherwise set forth herein.

**“Executive Council”** means the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.

**“Facility”** shall mean a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, intended for use by the Washington Nationals and the Houston Astros and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Site and any off-Site improvements required for regulatory approval.

**“FD&O”** shall mean the County’s Facilities Development & Operations Department.

**“Fee Commencement Date”** shall mean the date that is the third anniversary of the issuance of the County Bonds.

**“Force Majeure”** shall have the meaning set forth in Article 28 herein.

**“Full Spring Training Season”** shall mean the use of the Facility by both Teams for the full period of Spring Training Season of each year.

**“Funding Certification Letter”** shall mean a letter from the Florida Department of Economic Opportunity certifying the County pursuant to Section 288.11631, Florida Statutes, as eligible to receive funding for the construction and development of the Facility in the amount of Two Million Dollars (\$2,000,000) per year for a total of Twenty-Five (25) years.

**“Grapefruit League Teams”** shall mean the Major League Clubs participating in games played in Florida during any Spring Training Season in preparation for the Major League Regular Season.

**“Gulf Coast League”** shall mean a Minor League Baseball league that operates in Florida.

**“Home City”** shall mean the city where each team hosts opposing teams for Major League Regular Season games.

**“Home City MLB Stadium”** shall mean the MLB stadium in each team’s Home City.

**“Interest Election”** shall mean the LLC’s option, available at the time of County Bond sale only if the true interest cost exceeds 4.78%, to either; 1) authorize the County to issue the County Bonds and to increase the LLC’s annual Team Improvement Areas Fee payments in an amount equal to the aggregate additional true interest cost of the County Bonds allocable to the LLC due to the higher true interest costs, or 2) elect to terminate the Agreement and reimburse County, either a) 50% of the Actual Costs at the date of termination if no referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, or b) 100% of the Actual Costs at the date of termination during or after a Referendum Period.



**“Interlocal Agreement”** shall mean Agreement R-2015-1070, between County and the City as the same may be amended or supplemented from time to time.

**“LLC”** shall mean HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law.

**“LLC Management Fees”** shall mean the costs to compensate LLC employees, vendors, contractors or others for services relating to a County Event, including but not limited to; (i) setting up, scheduling and coordinating staff and services, cleaning up, and coordinating utilities; (ii) restoring the Facility to its pre-event condition, including but not limited to repairing any damage to the Facility caused by the County Event; and (iii) providing services during a County Event, including but not limited to providing security services.

**“LLC Parties”** shall mean the LLC and the Teams and each of their respective members, officers, directors, employees, agents, servants and representatives, of any and all of the foregoing.

**“LLC Restoration Areas”** shall mean any and all items, improvements, and land areas identified in Exhibit E hereto, all land areas and property identified as an LLC Restoration Area in Exhibit F of the Developer Agreement, and any personal property, equipment and/or any portion of the Facility damaged as a result of the deviations from County standard design and construction policies identified in Exhibit F of the Developer Agreement, shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

**“LLC R/R Project”** shall mean any project on the R/R Project Schedule which is not a County R/R Project.

**“LLC’s R/R Project Reserve”** shall mean the monies set aside pursuant to Section 8.4.7 of the Developer Agreement for use for LLC R/R Projects.

**“Loop Trail”** shall mean the improvement located along the perimeter of the Site and in some places within the City Park as depicted in Exhibit B of the Interlocal Agreement.

**“Major League Baseball”** or **“MLB”** shall mean, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

**“Major League Club(s)”** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

**“Major League Constitution”** shall mean the Major League Constitution as the same may be amended, supplemented or otherwise modified from time to time in the manner provided

therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

**“Major League Regular Season”** shall mean, for each MLB Championship Season, the period of play each year, which begins on the date of the first Major League Regular Season Game and ends on the date of the last Major League Regular Season Game (including any game played to break a tie pursuant to Major League Rule 33(c)).

**“Major League Spring Training Home Games”** shall mean those games, as determined by MLB, to be played by Major League Clubs at the Facility during the Spring Training Season as the home team.

**“Minor League Baseball”** shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each league is known individually as a Minor League.

**“Minor League Club(s)”** shall mean the professional baseball clubs which are members of the respective Minor Leagues.

**“MLB Approval”** shall mean, with respect to the Major League Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

**“MLB Entity”** shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, successors or assigns.

**“MLB Governing Documents”** shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Clubs and the BOC (and the Operating Guidelines related thereto).

**“MLB Rules and Regulations”** shall mean (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Clubs acting collectively, including, without limitation, agreements or arrangements (A) entered into pursuant to the MLB Governing Documents, (B) relating to any commerce and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication, and (C) regarding the



telecast, broadcast, cablecast (including pay, basic, expanded basic, pay-per-view and video-on-demand), recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

**"Nationals"** shall mean the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company.

**"Nationals' Facilities"** shall mean the land and improvements constituting the Nationals' Major and Minor League clubhouses, administrative and storage areas, practice fields, batting cages and tunnels, bullpen pitching mounds, pitcher warm-up areas, Exclusive Parking Areas, and any other Exclusive Use Areas designated for the exclusive use of the Nationals.

**"Non-Eligible Costs"** shall have the meaning set forth in the Developer Agreement.

**"Official Baseball Rules"** shall mean those certain playing rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

**"Operative Agreements"** shall collectively refer to this Sports Facility Use Agreement, the Developer Agreement and the Interlocal Agreement.

**"Parking Areas"** shall mean any areas at the Facility that are not Exclusive Parking Areas and which are intended to be used for the parking of vehicles as identified in Exhibit C of this Agreement and which may be included in a County Event license agreement, if requested by the County pursuant to Section 5.3 hereof.

**"Personal Property"** shall mean tangible and intangible assets that have not been affixed and/or attached to the Facility.

**"Professional Baseball Agreement"** shall mean that certain Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

**"Program Budget"** shall mean the total of Actual Costs and Non-Eligible Costs but not including Excluded Costs.

**"Public Use Improvements"** shall mean land areas along with all improvements, equipment, fixtures and furnishings that are the County's renewal/replacement funding responsibility and that are specifically identified on Exhibit B herein, except for any improvements listed on Exhibit F of the Developer Agreement as not being the County's Renewal/Replacement funding responsibility, even if they are located within Public Use Improvement areas.

**"Reclaimed Water Agreement"** shall mean Agreement R-2015-1073 which sets forth the terms and conditions for the extension of a reclaimed water pipeline to the Site and the City's provision of reclaimed water to the Site.

**"Referendum Period"** shall mean the period of time beginning October 2, 2015 if a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances and ending on the date at which a referendum is held and the results finally determined.

**"Repair and Maintenance"** shall mean the labor and materials which are required to keep the Facility in good order and repair (normal wear and tear excepted) and which are routine, regular, and are generally predictable in nature, given the age of the Facility and the use of the Facility expressly not including any R/R Projects. Repair and Maintenance includes, but is not limited to, repairs of any value necessary to restore an improvement or equipment to working order only where the resulting repair is not intended to extend the life of the improvement or equipment by more than one year. Repair and Maintenance shall specifically include, but not be limited to; 1) damage to the Facility caused by vandalism, and 2) the routine maintenance of the Art as set forth in the Agreement for Art Services that the LLC is entering into for Art at the Facility.

**"R/R Payment Request"** has the meaning set forth in Section 10.4.5.

**"R/R Project"** or **"Renewal/Replacement Project"** shall mean the labor and materials necessary to renew, rehabilitate or replace a physical improvement, fixture, piece of equipment or any other physical asset of the Facility which is intended to extend the overall life of the improvement or equipment by over one year.

**"R/R Project Bid Tabulation Sheet"** has the meaning set forth in Section 10.4.3

**"R/R Project Reserve"** or **"Renewal/Replacement Project Reserve"** shall mean two lines in the Program Cost Estimate established pursuant to Section 8.4.7 of the Developer Agreement which contain Construction Savings, if any, which upon Final Completion will be allocated to the LLC R/R Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC.

**"R/R Project Schedule"** shall mean the list of planned R/R Projects that are scheduled to be undertaken in the next ten years.

**"R/R Purchase Order"** has the meaning set forth in Section 10.4.3.

**"SBE Vendor"** shall mean a small business enterprise which has been certified by the County's Office of Small Business Assistance.

**"Site"** shall mean the real property legally described in Exhibit A hereto.

**"Sports Commission"** shall mean the Palm Beach County Sports Commission.

**"Spring Training Season"** shall mean the period as determined from time to time by Major League Baseball, (which for purposes hereof shall be deemed to be from January 7<sup>th</sup> to

approximately April 15<sup>th</sup> of each year unless continued or extended by Major League Baseball) during which time the Major League Clubs and the Minor League Clubs train for the next Championship Season. The Spring Training Season shall be deemed to include the time each year which is reasonably required for the preparation of the Facility and for a reasonable period to close that portion of that Facility solely related to spring training.

**“Stadium”** shall mean the improvement primarily designed and constructed for Major League Baseball within the Facility in which the Teams will conduct Major League Spring Training Home Games, and shall not include any of the Team Improvement Areas.

**“Substantial Completion”** shall have the meaning as set forth in the Construction Contract.

**“TDC”** shall mean Palm Beach County’s Tourist Development Council.

**“TDC Representative”** shall mean the Director of the TDC or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

**“Team(s)”** shall collectively mean the Houston Astros, LLC, a Texas Limited Liability Company and the Washington Nationals Baseball Club, LLC, a Washington, D.C. Limited Liability Company and their successors and assigns as authorized in this Agreement, and in the singular may refer to either entity individually.

**“Team Events”** shall mean all Major League Spring Training Home Games, Minor League Baseball games, Grapefruit League games, Gulf Coast League games, and any other baseball game, baseball related or non-baseball related event that is conducted or sponsored by the LLC, a Team or Teams at the Facility.

**“Team Improvement Areas”** shall mean include Astros MLB Field #1, Astros MLB Field #2, Astros MiLB Field #1, Astros MiLB Field #2, Astros MiLB Field #3, Astros MiLB Field #4, Astros Clubhouse, Astros Agility Field (Synthetic Lawn), Astros Half-Field, Astros Covered Batting Tunnels, Astros MLB Pitching Mounds, Nationals MLB Field #1, Nationals MLB Field #2, Nationals MiLB Field #1, Nationals MiLB Field #2, Nationals MiLB Field #3, Nationals MiLB Field #4, Nationals Clubhouse, Nationals Agility Field (Synthetic Lawn), Nationals MLB Pitching Mounds, Nationals Covered Batting Tunnels, Nationals Half-Fields, and any other portion of the Facility financed with the proceeds of County Bonds issued on a federally taxable basis as shown in Exhibit B attached hereto and otherwise identified as LLC R/R Projects.

**“Team Improvement Areas Fee”** shall mean the LLC’s agreed upon contribution to the County for the use of the Team Improvement Areas, payable annually, based on an escalating schedule of annual payments as described in Article 6 herein.

**“Third-Party Events”** shall mean any event that is not a County Event or a Team Event.

**“Tourism Identity Logo”** shall mean the County’s tourism logo approved by the TDC.

**ARTICLE 3**  
**TERM/EFFECTIVE DATE**

**3.1 Term/Effective Date.** This Agreement is expressly contingent upon execution by all parties and approval of the Board and shall be effective and binding from August 18, 2015, the Effective Date of the Original Agreement (the "Effective Date"), for a period of 30 years from and after the end date of the first Full Spring Training Season (the "Term"), unless sooner terminated pursuant to the provisions of this Agreement. The end date of the first Full Spring Training Season will be documented in a letter agreement between the County and the LLC.

**3.2 Precedence of Agreement.** This Agreement amends and replaces all provisions of the Sports Facility Use Agreement (R-2015-1072) dated August 18, 2015, as amended by the First Amendment to Sports Facility Use Agreement (R-2015-1259).

**ARTICLE 4**  
**OWNERSHIP**

**4.1 Ownership of the Facility.** The Facility shall be owned in fee simple by the County. All County owned property shall be assigned a fixed asset identification number by the County's Fixed Asset Department upon receipt of the fixed asset equipment and fixture information as required pursuant to the Construction Contract. The LLC shall comply with all County policies and procedures pertaining to the tracking and disposition of fixed assets. The LLC shall not have an ownership interest or have any possessory interest in the Facility except as set forth herein.

**4.2 Ownership of Personal Property and Capital Improvements.**

**4.2.1** Personal Property purchased with funding from the Program Budget shall become the property of the County.

**4.2.2** Property purchased to replace Personal Property described in Section 4.2.1 herein shall become the Property of the County.

**4.2.3** Art installed either before or after Substantial Completion shall become the property of the County.

**4.2.4** All Capital Improvements regardless of funding source shall become the property of the County.

**4.2.5** Personal Property installed as a Capital Improvement pursuant to Article 9 of this Agreement, or otherwise attached or affixed to the Facility, shall become a Capital Improvement and the property of the County upon installation.

**4.2.6** Personal Property that is neither purchased with County funding nor replacing County-funded Personal Property, and that is not affixed to the Facility, will remain the Personal Property of the LLC or the Team that purchases such Personal Property.

**ARTICLE 5**  
**USE, OCCUPANCY AND OPERATION**

**5.1 Grant of Use and Occupancy.**

5.1.1 The County hereby grants to the LLC the exclusive right to use, occupy and operate, and permit all third-parties to use and to occupy, the Facility for all lawful purposes, provided, however, that the primary purpose is a professional sports franchise and public facility, and to retain all revenues derived from the operation of the Facility for the entirety of the Term, subject to the provisions of this Agreement. Further, the County shall not further restrict the LLC's use or rental of the Facility in any manner that is not otherwise prohibited in Palm Beach County generally, as of the date hereof.

5.1.2 The LLC shall cause the Teams to play and the Teams agree to play all of their respective Major League Spring Training Home Games in the Facility during the Spring Training Season of each year during the Term, except (a) to the extent that a Force Majeure Event renders the Facility temporarily unusable or unsuitable to conduct Major League Spring Training Home Games, subject to the requirements of Article 17 herein, or (b) to the extent the MLB requires the Teams play Major League Spring Training Home Games elsewhere. If MLB requires either one or both of the Teams to play an entire Full Spring Training Season elsewhere, the Term of the Agreement shall be extended by one year. If MLB requires one or both of the Teams to play elsewhere for longer than an entire Full Spring Training Season and such requirement is not the result of Sections 17, 24, 28, or 29 permitting the Teams to do so hereunder, the Team(s) shall be deemed to have Relocated and subject to the provisions of Sections 22.3.2 through 22.3.4 as applicable.

5.1.3 The rights to use the Facility shall be in accordance with the following order of priority: 1) the LLC and the Teams on an exclusive basis for Spring Training Season unless otherwise authorized pursuant to Section 5.3 herein; 2) the LLC and the Teams for a Team Event; 3) the County for a County Event; and 4) third parties for Third-Party Events. Once an event is approved and scheduled by the LLC, that event cannot be cancelled as a result of a subsequently requested Team, County or Third Party Event, without the express written approval of the entity that is currently scheduled, which permission may be granted or denied in the sole and absolute discretion of that entity.

5.1.4 The LLC shall be solely responsible for managing and scheduling all Major League Spring Training Home Games, Team Events, County Events and Third-Party Events pursuant to the requirements of this Agreement. County Events and Third Party Events may be scheduled in advance subject to the availability of the Facility and the execution of a written license agreement for the use of the Facility by the County or a Third Party as described in Articles 5.3 and 5.4 herein, respectively.

5.1.5 Notwithstanding anything provided herein, throughout the Term, the LLC will have year-round, 24-hour access to the Exclusive Use Areas (including during County Events and Third-Party Events), and the County shall not authorize or grant any other Person (including any other Major League Club) the right or license to use, occupy or conduct business

from the Exclusive Use Areas, except, however, that County shall be entitled to use and permit others to use the Exclusive Use Areas as set forth in Section 5.3.7.

5.1.6 Throughout the Term, the LLC shall be granted, for the LLC and their invitees, access to and egress from the Facility, and the right to enter the Facility to the extent reasonably necessary for the LLC to exercise its rights and perform its obligations under this Agreement.

5.1.7 The County covenants and warrants that so long as no default exists under this Agreement after the expiration of any applicable notice and cure periods, the LLC, shall lawfully and quietly hold, occupy and enjoy the Facility during the Term hereof, without molestation or hindrance by County or any party claiming through or under County, expressly subject to the terms, limitations and conditions contained in this Agreement.

## **5.2 Security Requirements for the Facility.**

5.2.1 The LLC shall provide adequate supervision and security and shall strictly enforce all rules, regulations, and safety procedures that are required by law or regulation and usual and customary for spring training facilities, or established by the LLC and that are required in general for the safe and orderly use of the Facility. At all times the Facility shall be under the control, supervision and security of the LLC.

5.2.2 The LLC shall be responsible for determining and implementing the appropriate staffing, security and service levels required to manage each and every activity at the Facility, including, but not limited to, the level of security support, police support, on-Site medical support, traffic control, and parking management support necessary, taking into consideration the anticipated crowds, whether alcoholic beverages will be available, and other criteria to assess the staffing and support requirements for each event and activity.

5.2.3 It shall be the responsibility of the LLC to assure that the use of the Facility is conducted in such a manner so as not to interfere with the use of City Park or the use of adjacent properties beyond the boundaries of the Site.

5.2.4 The LLC shall take reasonable precautions to prevent nuisances originating from the Facility. The parties acknowledge that the use contemplated by this Agreement (during daytime and/or at night) includes lighting, crowd noise, music and other activities associated with baseball or the reasonable use of a baseball stadium. Notwithstanding same, the LLC has the sole responsibility for, and shall respond to and defend any third party claims, actions, etc. concerning nuisances originating from the Facility.

## **5.3 County Rights of Use.**

5.3.1 County shall have the right to schedule and use the Facility, including the Buffer Area, at times during the calendar year other than the Spring Training Season, subject to the provisions of Article 5. County shall not have the right to schedule and use the Facility for County Events during the Spring Training Season, but may request the LLC authorize County's



use of the Facility during the Spring Training Season, which use may be granted or denied in the LLC's sole and absolute discretion. County's right to use the Facility is subject to the terms and conditions of the license agreement described in Section 5.3.5 and availability of the Facility as set forth in Section 5.3.4.

5.3.2 Except as: i) described in Section 5.3.7; or ii) otherwise agreed in writing by the LLC in its sole and absolute discretion, the County's right to use the Facility shall not extend to the Exclusive Use Areas.

5.3.3 In order to maximize the use of the Facility during times other than the Spring Training Season and for early coordination of the next year's calendar, the LLC and the County shall meet annually during the month of September. Notwithstanding the annual meeting discussed herein, each and every time that the County plans to make a formal bid/proposal for a sporting event that is to be held twelve (12) months or more after the date of the bid/proposal, the County shall first work collaboratively with the LLC prior to making the bid/proposal to develop a tentative plan for use of the Facility taking into consideration scheduled Team Events. If the tentative plan for the use of the Facility is acceptable to the LLC, the County may make the formal bid/proposal and the LLC shall reserve such dates for the County until such time that County notifies the LLC that the bid/proposal was accepted or rejected. The County shall notify the LLC of the acceptance or rejection of the bid/proposal within five (5) Business Days of receiving notice of acceptance or rejection.

5.3.3.1 The Director of FD&O shall attend the first ten (10) annual meetings in order for the LLC and the County to jointly review event scheduling processes, procedures and priorities as established in Sections 5.3 and 5.4 hereto, and to identify and define improvements, changes and updates to those processes, procedures and priorities. The Director of FD&O and the LLC shall have the ability to adopt mutually agreed upon amendments, changes and/or updates to the event scheduling processes, procedures and priorities established in Sections 5.3 and 5.4 herein by written agreement executed by the LLC and the Director of FD&O.

5.3.4 The County may request the scheduling of an event at any time with a minimum of ninety (90) days notice for any County Event that requires the LLC to restore the Buffer Area subject to the provisions of Section 5.5.3, and sixty (60) days notice for all other requests. The LLC will review the request in accordance to the provisions of this Article 5. Within thirty (30) days thereafter, the LLC will notify the County of approval, or rejection of all or a part of the schedule based on "pre-existing scheduled" or "generally known but not yet specifically scheduled" Team Events, or based on scheduled Third Party Events. In the event County's schedule is rejected in whole or in part, the County may submit a revised schedule, or upon the request of the County, the LLC shall coordinate a meeting date and time to review and revise the proposed schedule with the County. The County shall provide reasonable advance notice to the LLC of the cancellation of any County Event on the schedule. The LLC has the sole and absolute right to deny requests for County Events during the Spring Training Season. Events requested outside of Spring Training Season will be evaluated and responded to as set forth in this Section 5.3.4.

5.3.5 The LLC shall develop a standard form County Event license agreement for County Events which includes a standard fee structure for County Events. The form of the event license agreement shall be agreed upon by the parties prior to Substantial Completion of the Facility. The event license agreement shall include standard provisions consistent with the provisions of Sections 5.3.5.1 through 5.3.5.8 herein.

5.3.5.1 License Fee. The County shall not be charged any license fee or use fee for County Events.

5.3.5.2 LLC Management Fees. On or before January 1 prior to the first Spring Training Season and then updated annually thereafter, the LLC shall develop a standard fee structure for LLC Management Fees. The County shall, unless otherwise agreed, be responsible for paying all LLC Management Fees.

5.3.5.3 Liability. To the extent permitted by law, County shall be responsible for personal injury, loss of life, and/or damage to property caused by County's use of the Facility for a County Event, but not including personal injury, loss of life and/or damage to property resulting from; (1) known hazardous or unsafe conditions, or hazardous or unsafe conditions that reasonably should have been known in the exercise of reasonable prudence, and existing at the Facility prior to County's use of the Facility, even if the actual injury, loss of life or damage to property occurred during County's use, or (2) the actions or inactions of the LLC Parties, including but not limited to, actions or inactions related to the maintenance of the Facility. Additionally, the parties acknowledge and it is expressly understood that the foregoing shall not constitute; (i) an agreement by the County to indemnify the LLC, (ii) a waiver of sovereign immunity, (iii) a waiver of any right or defense that County has under Section 768.28, Florida Statutes, or any other statute, nor (iv) consent to be sued by third parties.

5.3.5.4 County Events Staged by Others. In the event any non-governmental entity is involved in staging a County Event, the County will cause such entity to procure commercial liability insurance coverage for such County Event to be provided by insurance companies acceptable to the LLC, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the LLC based on the nature of any such County Event, naming the LLC, and its designees, as additional named insureds, and the County will cause proof of such insurance to be provided to the LLC upon demand.

5.3.5.5 Payment. Within thirty (30) days of receipt of an invoice and supporting documentation, County shall remit payment to the LLC for any damage occurring during County Events, whether or not such damage is caused by the County, its designee, its invitees, or someone other than the LLC, unless precluded by Section 5.3.5.3(1) or (2). The LLC is required to provide County with notice of such damage within seventy-two (72) hours after the conclusion of the County Event and allow County to inspect and document said damage upon request.

5.3.5.6 Admission Fees. If the County determines that an admission charge or other fee is to be charged, the LLC will collect such admission or fee and apply it to



amounts due from the County to the LLC for LLC Management Fees. If gross revenues from admissions or fees from any County Event do not exceed (net of taxes) the amount due to the LLC, the County shall remit to the LLC the additional funds due for such County Event within thirty (30) days following the County's receipt of a written invoice and supporting documentation substantiating the amount due. In the event that such gross revenues from admissions or fees from any County Event exceed (net of taxes) the amount due to the LLC, the LLC shall remit to the County the difference between such gross revenues and the amount due to the LLC and documentation substantiating the amount remitted, within thirty (30) days following the County Event.

5.3.5.7 Use Restrictions. In no event shall the County be permitted to use the Facility in a manner that (a) causes, or may be reasonably expected to cause, any material damage to any playing surface or any part of the Facility; (b) interferes with use of the Exclusive Use Areas; or (c) involves a promotional sponsorship which requires the on-Site sale of a product with which the LLC has an exclusive sale or concession agreement consistent with the requirements of Section 11.1 hereof. Other than as set forth in this Agreement, County shall not grant any professional baseball team the right to use or play at the Facility.

5.3.5.8 Use of Team Personal Property. The County shall not use either Team's Personal Property or equipment in connection with County's use of the Facility for County Events, or otherwise, without the express written consent of such Team. The County shall reimburse the LLC for any Personal Property or Equipment owned by the Teams or any of their affiliates, concessionaires, licensees or employees, that is damaged during a County Event or by a third party to the extent such third party use was specifically authorized or permitted by the County, within thirty (30) days of receipt of substantiating documentation.

5.3.6 Use for Post Disaster Recovery Efforts. In the event of a declared federal, state, or local emergency as allowed by law (a "Declared Emergency") County shall have the right to use the Facility, but not including the Exclusive Use Areas, for County determined post disaster recovery purposes.

5.3.6.1 The LLC will not enter into any agreements, event permits or other contracts specifically obligating the Facility for use during or after a period of Declared Emergency, without the County's prior written approval which may be granted or denied in the County's sole and absolute discretion.

5.3.6.2 LLC and the County shall, at the time of any Declared Emergency use, enter into a County Event license agreement which shall contain the same liability provision as set forth in Section 5.3.5.3 herein and which includes the following language: "County shall be responsible for the costs of any damage to the Facility caused by its use".

5.3.7 Shelter Use During Declared Emergency. In the event of an emergency requiring the use of emergency shelters for the homeless pursuant to Florida Statutes §288.1166, the County shall have the right to designate and use all, or portions of the Facility, including the Exclusive Use Areas as determined by County in its sole and absolute discretion, as a shelter for

the homeless pursuant to Florida Statutes §288.1166. County shall execute a license agreement for said emergency use with the specific provisions contained in Section 5.3.5.3 and 5.3.6.2. The County's right to use the Facility for an emergency shelter pursuant to Florida Statutes §288.1166 shall not apply to the extent:

A. The Facility is otherwise contractually obligated for a previously scheduled specific Team Event that is to be held despite the declaration of emergency; or

B. The County determines that its existing homeless assistance centers are sufficient to provide emergency shelter for the homeless during the period of a declared federal, state or local emergency.

**5.3.8 County Responsibility For Security During Emergency Use.** During County's emergency use of the Facility as described in Sections 5.3.6 and 5.3.7 herein, the County shall be solely responsible for performing and funding the security requirements for the County's use, consistent with the requirements of the LLC described in Section 5.2 herein, as to the licensed portions of the Facility.

#### **5.4 Third-Party Events.**

5.4.1 Applications and requests for Third-Party Events shall be accepted any time within a one (1) year period of the date of the proposed Third-Party Event, provided they do not interfere with Team Events or approved and scheduled County Events. Third-Party Events cannot be scheduled more than one year in advance without County's express written approval which may be granted or denied by County only if there is a conflict with an anticipated, but yet to be scheduled, County Event. Once a Third Party Event is scheduled, it can only be rescheduled or cancelled with the consent of the Third-Party Event applicant.

5.4.2 The LLC shall use the form of the County Event license agreement described in Section 5.3.5 for Third Party Events except: 1) the LLC shall be entitled to charge a license fee for the use of the Facility; 2) the LLC shall be entitled to charge for admission, participation and related fees and charges in connection with the operation of any Third Party Events at the Facility; and 3) if the Third Party Event is not sponsored by a governmental entity, the LLC shall require the Third Party provide insurance and indemnification provisions as set forth in Sections 5.4.2.1 and 5.4.2.2 below.

5.4.2.1 The LLC shall require commercial liability insurance coverage for such Third Party Event to be provided by insurance companies acceptable to the County, with minimum policy limits of One Million Dollars (\$1,000,000.00) per occurrence or such other policy limits as are reasonably requested by the County based on the nature of any such Third Party Event. The County shall be a named additional insured, and the LLC will cause proof of such insurance to be provided to the County upon demand.

5.4.2.2 For each Third Party Event, the Third Party Event operator shall protect, defend, reimburse, indemnify and hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all

claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during, as a result of, or in connection with the operator's use of the Facility. The Third Party operator assumes the risk associated with the use of the Facility and agrees to hold the LLC and County, and their respective agents, designees, employees, and elected officials free and harmless at all times from and against all claims, liability, expenses, losses, costs, fines, damages or causes of action of every kind and character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, due to their acts, errors or omissions resulting in bodily injury, including death, or damage to third party operator's property incident to or in connection with the third party operator's use of the Facility.

## **5.5 Buffer Area.**

5.5.1 The County and the City intend that the Buffer Area be used only for parking when the remainder of the parking areas (pervious and non-pervious) are insufficient to meet the predicted parking demand. As such, the Interlocal Agreement limits the use of the Buffer Area for parking to forty (40) days per year (the "Buffer Area Year") unless extended by mutual agreement of the City and the County. The Buffer Area Year will commence on January 7 annually and continue through to January 6 of the following year. The LLC has sole responsibility for allocating the use of the Buffer Area during the Buffer Area Year, but agrees to allocate the use of the Buffer Area according to the following allocation priorities.

5.5.1.1 First priority shall be for Major League Spring Training Home Games. On any day during Spring Training Season that does not have a scheduled Major League Spring Training Home Game, the LLC shall manage the parking in such a way that the Buffer Area will only be opened for parking use if all other parking areas are predicted to be full.

5.5.1.2 The remainder of the forty (40) days shall be allocated on a first reserved-first use basis to any Team Event, County Event or Third Party Event that provides written justification of why the remainder of the Parking Areas are insufficient to meet its expected parking demand, as well as any other information to support the request (such as anticipated economic or community impact of the event).

5.5.1.3 At such time that the forty (40) days is exhausted or is expected to be exhausted during the duration of an event, the LLC may approve the license agreement contingent upon obtaining approval from the City for the additional days of use of the Buffer Area. Using the justification provided by the event applicant, the LLC and/or the applicant shall seek that approval from the City on behalf of the event applicant with the County's approval hereunder.

5.5.2 The LLC shall be responsible for restoring the Buffer Area to its pre-Spring Training Season condition whereby the wear and tear and damage caused by its use as a parking area is no longer visible, and the Buffer Area is vegetated to a non-playable pasture condition. The Buffer Area shall be restored to such non-playable pasture condition no later than April 15<sup>th</sup>, annually, or at the conclusion of the Spring Training Season, whichever is later.

5.5.3 The LLC shall be responsible for preparing the Buffer Areas for regulation league play no later than 30 days prior to any applicable scheduled County Event, but no earlier than April 30<sup>th</sup> annually.

5.5.4 Notwithstanding the above, the County shall be responsible for reimbursing the LLC for any damage to the Buffer Area following a County Event in accordance to Section 5.3 above.

**ARTICLE 6**  
**USE FEES**

6.1 **Fee Commencement Date.** The LLC shall pay County an annual Team Improvement Areas Fee as set forth in this Article 6, commencing on the Fee Commencement Date. Concurrent with the County's approval of the issuance of the County Bonds, the parties shall enter into a separate Memorandum of Fee Commencement Date confirming in writing the day, month and year of the Fee Commencement Date.

6.2 **Team Improvement Areas Fee.**

6.2.1 The Team Improvement Areas Fee payments shall be due on the Fee Commencement Date and each subsequent annual anniversary of the Fee Commencement Date.

6.2.2 The Team Improvement Areas Fee shall be \$67,021,656 payable in the annual payment amounts as shown in the following chart, subject to adjustments as provided in Section 6.5.2:

Payments	Number of Required Payments	Annual Payment
Team Improvement Areas Fee Commencement Date	8	\$2,143,134
Year 9 to Year 20	12	\$2,435,380
Year 21 to Year 28	8	\$2,581,503
<b>Total</b>	<b>28</b>	<b>\$67,021,656</b>

6.3 **Reserved.**

6.4 **Reserved.**

## **6.5 Miscellaneous.**

**6.5.1 Liability for Financing.** Nothing herein shall be construed to make the LLC or the Teams liable to the County for the payment of any County Bonds or financing, and the LLC's rights and obligations hereunder shall be independent of the County's obligations under such County Bonds or financing. The LLC agrees to cooperate with the issuance of any County Bonds, including without any limitation, providing any disclosure of the LLC's public information reasonably required for purposes of the offering documents for such County Bonds.

### **6.5.2 Payment Adjustments.**

**6.5.2.1** If, at the time of issuance of County Bonds, the LLC makes the Interest Election to increase the Team Improvement Areas Fee payments, such adjustments shall be payable over twenty-eight (28) years using the same proportionate payment distribution allocation as set forth in this Article 6.

**6.5.2.2** Pre-Construction Cost Savings allocable to the LLC pursuant to Section 8.4.3 of the Developer Agreement shall be applied to reduce the Team Improvement Areas Fee payments, such adjustments shall be payable over twenty-eight (28) years using the same proportionate payment distribution allocation as set forth in this Article 6.

**6.5.2.3** The adjusted Team Improvement Areas Fee shall be set forth in a certificate of the County Representative delivered to the LLC at the time of issuance of the County Bonds.

**6.5.3** The payment made pursuant to this Article 6 shall be made payable to the Board and shall be delivered annually to the Palm Beach County Finance Department, Revenue Section, P.O. Box 4036, West Palm Beach, Florida 33402. In the event the LLC fails to make timely payment of any fee, due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate of one percent (1%) per month (or the highest rate permitted by law, if lower) shall accrue against the delinquent payment(s) from the date due until the date payment is received by the County. County shall receive the payments payable hereunder free and clear of any and all impositions, liens, charges, and expense of any nature whatsoever relating to operation of the Premises, including without limitation those relating to taxes, if any, insurance, Repair and Maintenance, use, care or operation, except as specifically provided in this Agreement.

**6.5.4** The LLC shall pay all sales, use and/or other taxes assessed by any governmental authority against the payments made pursuant to this Article 6, if any, even if such tax is intended to be imposed against County. The LLC shall pay before delinquency all non-ad valorem taxes and assessments, whether general or special and all tangible or intangible personal property taxes and assessments of any kind or nature which may be levied by any governmental authority against the Facility, or LLC's interest in the Facility or LLC's equipment and personal property located at the Facility.

**6.5.5** The LLC shall be responsible for, and shall timely pay, all on-Site and off-Site municipal and utility service costs due in order to operate and maintain the Facility

including, but not limited to, water, sewer, garbage and trash collection and such other costs and impositions as may be assessed or levied by a municipal taxing authority or utility service provider against the Facility or Site.

6.5.6 In the event the LLC pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. The County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

6.6 **Tax Indemnification.** The LLC shall indemnify and hold County harmless from and against the payment of any and all sales tax due to the State of Florida or any department or agency thereof in connection with the payments described in this Article 6, together with all interest, fines, penalties, costs or other charges thereon, regardless of when, or the party against whom, the same may be assessed or imposed.

6.7 **Maximum Private Payments.** In connection with the County Bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes (the Tax-Exempt County Bonds"), during the period the Tax-Exempt County Bonds shall be outstanding, the present value of the sum of: (a) any payments made to the County by non-governmental persons for the use of any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds and (b) amounts paid by the LLC for Capital Improvements to any portion of the Facility that is financed with the proceeds of Tax-Exempt County Bonds shall not exceed ten percent (10%) of the present value of the debt service (i.e., principal and interest) to be paid. Notwithstanding the preceding sentence, to the extent that any Capital Improvements, paid for by the LLC, have useful lives that are not reasonably expected (as of the date of installation) to extend beyond the Term, such Capital Improvements shall be disregarded. Useful lives may, at the County's request, be determined by independent appraisal.

## ARTICLE 7

### **REPAIR AND MAINTENANCE AND COSTS OF OPERATION**

7.1 **Generally.** Except as otherwise expressly provided herein, the LLC shall be solely responsible for all costs of, and the performance of, all of the Repair and Maintenance and operation of the Facility, as required to keep the Facility in good condition at all times, on a year-round basis.

7.2 **Repair and Maintenance.** With respect to the LLC's performance of Repair and Maintenance, the LLC agrees as follows.

7.2.1 Repair and Maintenance shall be performed on a regular, scheduled routine basis as is reasonably required to prevent deterioration of the Facility and extend the useful life of the capital assets. Standards of Repair and Maintenance for the MLB amenities, including, but not limited to, the Stadium and Team facilities, shall be similar to first-class MLB



facilities and standards of Repair and Maintenance for the remainder of the improvements shall be consistent with public recreation facilities in Palm Beach County.

7.2.2 All Repair and Maintenance shall be performed in a good and workmanlike fashion, utilizing good quality materials, supplies, components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced, with all reasonable efforts made to preserve the aesthetics of the Facility consistent with the respective Repair and Maintenance standard for the improvement.

7.2.3 All equipment Repair and Maintenance shall meet manufacturer's recommendations and established government safety and/or regulatory standards, if applicable.

7.2.4 All Repair and Maintenance and operation of the improved and unimproved areas of the Facility and Site, and shall comply with the land management practices and ERP as set forth in Section 12.2 of the Interlocal Agreement.

7.2.5 All Repair and Maintenance, operation and environmental monitoring (if any) of the Buffer Area shall comply with the land management practices and the ERP as set forth in Sections 12.2, 12.3, and 12.4 of the Interlocal Agreement as well as any subsequent requirements placed on the Buffer Area as a condition of a regulatory approval and/or permit.

7.2.6 The LLC shall routinely inspect the Facility and Site to ensure that there are no conditions which present a safety issue or hazard to any persons, including but not limited to visitors and players. If such a condition is found, it is the LLC's sole responsibility to immediately protect the area from use, to provide warning of the condition as may be reasonably necessary in order to ensure the safety of persons at the Facility, and to perform all work required to restore the area to a safe condition within a reasonable period of time, provided, however, that the LLC may seek reimbursement, if applicable, for Emergency R/R Projects for Public Use Improvements as set forth in Article 10 of this Agreement. The existence or non-existence of a right to reimbursement does not alter or limit the LLC's obligations to inspect, identify, secure, and/or correct all conditions that present a safety issue or constitute a hazard to persons at the Facility and Site.

7.2.7 The LLC shall provide FD&O with a bi-monthly report of all Facility Repair and Maintenance that was performed to Public Use Improvements during the preceding two months and all Facility Repair and Maintenance scheduled for Public Use Improvements during the upcoming two months no later than the twenty-fifth (25th) day of each even numbered month (February, April, etc.). The LLC shall provide the County with access to the Facility to perform routine maintenance inspections.

7.2.8 The LLC shall not voluntarily create, cause, or permit to be created any lien or encumbrance on the Facility and/or Site. In the event that a construction lien is filed against the Facility, the Site, other County property, or the City Park Property, in connection with any work performed by or on behalf of the LLC, the LLC shall satisfy such claim, or transfer same to security, within forty-five (45) Days from the date of notice of such filing. In the event that the LLC fails to satisfy or transfer such claim within said forty-five (45) Day period, County may do so and thereafter charge the LLC, and the LLC shall promptly pay to

County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including reasonable attorney's fees. Further, the LLC agrees to indemnify, defend, and save County harmless from and against any damage or loss incurred by County as a result of any such construction lien.

**7.3** The LLC shall assume all of County's continuing obligations pursuant to the Reclaimed Water Agreement.

**7.4 Inspection and Failure to Perform.**

**7.4.1** The County shall have the right, but not the obligation, to inspect the Site and Facility at reasonable times, upon reasonable request, or, at such time as the County has reason to believe that an emergency situation exists at the Facility and/or Site, to observe whether the LLC is performing its Repair and Maintenance obligations pursuant to this Agreement. If, in the County's reasonable opinion, the LLC has not performed its Repair and Maintenance obligations pursuant to the terms hereinabove, the County shall provide written notice to the LLC stating the basis for such opinion, and the LLC shall have thirty (30) days from the date of receipt of such notice during which to perform such Repair and Maintenance as required hereunder, or to notify the County that it disagrees with the County's opinion. If the LLC disagrees with the County opinion, the LLC and County agree to utilize the dispute resolution process identified in Article 18 of this Agreement.

**7.4.2** The LLC shall permit County, or its representatives or agents to schedule and conduct visits of the Site and Facility as reasonably required to enable County to fulfill its insurance and/or restoration obligations pursuant to Articles 16 and 17 of this Agreement.

**7.4.3** The County Representative shall visit the Site pursuant to Article 7 and Article 10 of this Agreement to observe the condition of the Facility solely for the purposes of determining whether the Repair and Maintenance is being performed consistent with the requirements of Sections 7.2.1, 7.2.2, 7.2.4 and 7.4 herein, and for determining placement and/or costs for the R/R Project spreadsheet pursuant to Article 10 of this Agreement.

**7.4.4** The County Site visits authorized herein do not in any way eliminate, change, reduce, modify, transfer, or diminish the LLC's sole responsibility for: 1) the on-going operation of the Facility; 2) the assessment of the condition of the Site and Facility; and 3) the performance of corrective action, including but not limited to, Repair and Maintenance, as required to maintain the Site and the Facility in a safe condition. The LLC shall not be entitled to rely on any comments, recommendations, reports or the results of the County Representative or the County agents' Site visits, in lieu of conducting its own independent assessment and evaluation of the condition of the Site and the Facility.

**7.4.5** The County shall coordinate all scheduled inspections pursuant to this Section 7.4 with the LLC to prevent interference with any scheduled use of the Site.



**ARTICLE 8**  
**LICENSING, INSPECTION, REGULATORY AND ADA RESPONSIBILITIES**

**8.1 Licensing, Regulatory and Safety Inspections.**

8.1.1 All corrective work required at the Facility will be performed and funded as either Repair and Maintenance or an R/R Project.

8.1.2 For funding purposes, if the corrective work is not Repair and Maintenance, and it addresses a construction flaw or failure or other issue and such construction item cannot be resolved by the LLC pursuant to Section 13.1.1 or Section 13.1.2 of the Developer Agreement, then such corrective work shall be deemed a County R/R Project for Public Use Improvements and an LLC Project for non-Public Use Improvements.

8.1.3 The LLC's Repair and Maintenance responsibilities set forth in Section 7.1 and its R/R Project responsibilities set forth in Article 10, includes performing all emergency Repair and Maintenance and/or R/R Project work or other corrective action required to address hazardous or unsafe conditions arising from, or related to, licensing, permitting, inspection, audit, safety or regulatory requirements concerning the Site, Facility, and the LLC's operations, business, and/or use of the same, including but not limited to, any City, County, State, Federal, OSHA or BOC law, rules, regulations, ordinances, or other requirements. This includes, but is not limited to corrective work arising in anticipation of, or as a result of an inspection, audit, licensing or regulatory requirement or other compliance-related event.

8.1.4 The LLC shall be solely responsible for funding any Repair and Maintenance required to correct any condition, hazard, defect, flaw or failure, or other issue or condition arising from, or related to, licensing, permitting, inspection, audit, safety or regulatory requirements concerning the Site, Facility, and the LLC's operations, business, and/or use of the same.

8.1.5 The LLC's performance of corrective work required by Section 8.1.2 which otherwise meets the requirements of a County R/R Project is expressly subject to funding by County, pursuant to the processes and procedures set forth in Article 10 hereto.

8.1.6 Any corrective work required by Section 8.1.2 or Section 8.1.3 which otherwise meets the requirements of an LLC R/R Project, shall be reflected on the R/R Project Schedule as an LLC R/R Project, including, but not limited to, any corrective work required to comply with the requirements of any environmental permit or approval including monitoring and/or correcting groundwater issues, and such shall be funded and performed by the LLC pursuant to the processes and procedures set forth in Article 10 hereto.

**8.2 ADA.**

8.2.1 Pursuant to the terms of the Developer Agreement, the LLC is providing services as defined therein throughout the design and construction of the Facility and the Loop Trail, and the LLC has the responsibility of designing and constructing the Facility and the Loop Trail to be compliant with the requirements of the ADA. The LLC acknowledges that the LLC is

solely responsible for ensuring the Facility and Loop Trail are designed and constructed in accordance to the requirements of the ADA pursuant to the Developer Agreement.

8.2.2 The LLC is solely responsible for all ADA compliance requirements and all ADA complaints, litigation, claims or lawsuits, of whatsoever kind or nature, regardless of whether arising during the development of the Facility and prior to occupancy, or thereafter, and including claims from the Teams, guests, players, invitees, contractors, agents, or any other person or entity, and including, but not limited to, claims, litigation or lawsuits involving the Site, the Facility, the Loop Trail, Personal Property used at the Facility, and Capital Improvements, and regardless of whether arising from Facility design, use and operation, access or other issues.

8.2.3 The LLC shall advise the County of any change in law or regulation which may impact the compliance status of the Facility, and shall present the County with a plan for bringing the Facility into compliance. The LLC has the obligation to implement reasonable operating accommodations to achieve ADA compliance, but to the extent that modifications to the Facility are required, they will be considered Capital Improvements.

## **ARTICLE 9**

### **CAPITAL IMPROVEMENTS**

#### **9.1 Capital Improvements.**

9.1.1 All Capital Improvements proposed by the LLC to be made to the Facility shall require the prior written consent of the County in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. If approved in writing by the County, all Capital Improvements proposed by the LLC to be made to the Facility shall be undertaken, performed and 100% funded by the LLC. The County shall have no obligation to reimburse or pay the LLC for any LLC Capital Improvement. In addition, all Capital Improvements shall be assumed to be LLC R/R Projects for the purposes of determining responsibility for funding the R/R Projects for the Capital Improvements, unless the County agrees, in its sole discretion, to accept the R/R responsibility for a Capital Improvement. If the County agrees to accept the R/R responsibility for a Capital Improvement, it shall be made as an affirmative statement included in the written approval for the Capital Improvement at which time it will become binding on the County.

9.1.2 The LLC shall submit detailed plans and specifications prepared by a design professional licensed in the State of Florida for all such Capital Improvements to the County for County's written approval prior to commencing work on same, including the estimated project cost. The County's review of the LLC's proposed improvements shall be limited to the determination of whether the improvements are consistent with the terms of this Agreement and that the improvements do not interfere with or reduce the public's access to the Facility.

9.1.3 County shall provide a written response within ten (10) business days after receipt of request by the LLC, failing which County shall be deemed to have consented to

such plans and specifications. Notwithstanding the foregoing, the County may request that the County be provided with additional time to provide the LLC with a written response as to whether the improvements restrict public access and are consistent with this Agreement.

9.1.4 All work done by the LLC shall be performed in a good and workmanlike manner using good quality materials, and supplies and shall be diligently prosecuted to completion strictly in accordance with the approved plans and specifications. The LLC shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any Capital Improvements and shall perform all such Capital Improvements in compliance with all applicable laws, ordinances and regulations.

9.1.5 The LLC is solely responsible for all required licensing, safety inspections, Repair and Maintenance, and operation of all Capital Improvements, if applicable.

## **ARTICLE 10**

### **RENEWAL/REPLACEMENT PROJECTS**

#### **10.1 Renewal/Replacement (R/R) Projects.**

10.1.1 The County and LLC have jointly determined the need for establishing and funding a program to address R/R Projects in order to ensure that age, use and deterioration of the Facility does not adversely impact its use or the cost to maintain the Facility. The R/R Project Schedule shall project, at a minimum, R/R Project requirements for the upcoming Budget Year and the next nine (9) Budget Years thereafter. The R/R Project Schedule shall address the requirements of the Facility and shall contain two sections; County R/R Projects and LLC R/R Projects.

10.1.1.1 The County is responsible for funding 100% of the County R/R Projects for Public Use Improvements when they are included in the Approved R/R Project Schedule.

10.1.1.2 The LLC is responsible for funding 100% of the LLC R/R Projects as identified on the Approved R/R Project Schedule.

10.1.2 No later than January 15 of each year, the LLC shall submit to County, its proposed R/R Project Schedule for review. No later than May 31, the LLC will be notified of County Staff's recommendation for funding of County R/R Projects as part of the County staff's recommended annual capital budget request. No later than October 1, the LLC shall be notified of the appropriations for the Approved R/R Project Schedule.

10.1.2.1 The first R/R Project Schedule shall be submitted no later than January 15 of the year following the first Full Spring Training Season played at the Facility. The R/R Project Schedule shall include each and every item with a fixed asset number whether physically tagged or not, its projected year for renewal or replacement and the estimate cost of the renewal or replacement task.

10.1.2.2 For each subsequent annual submittal, the R/R Project Schedule shall be updated to reflect any changes made necessary as a result of mid-year modifications, differing physical field conditions which may accelerate or extend the replacement year, and/or updated project estimate. The LLC shall submit, with the updated R/R Project Schedule, a detailed written narrative for each and every R/R Project that was not included in the Approved R/R Project Schedule, providing an explanation as to why such R/R Project had previously not been included in the R/R Project Schedule. Within fourteen (14) days after the County's receipt of the updated R/R Project Schedule, representatives of FD&O and the LLC shall meet at the Facility ("On Site Meeting") in order to review and discuss the updated R/R Project Schedule and agree upon any changes to the updated R/R Project Schedule.

10.1.2.3 The County and the LLC both agree to cooperate in the development of the updated R/R Project Schedule so that the R/R Projects are undertaken in a timely manner to ensure that the asset is renewed/replaced prior to material degradation of the utility/appearance of the asset, while recognizing periodic financial constraints of the County and the LLC. Material degradation of an asset occurs when; 1) the asset's condition is or may cause damage or increased costs to renew/replace other assets, 2) the asset's condition represents a hazardous condition that may increase liability, and/or 3) the asset has deteriorated in utility and appearance or has failed or is likely to fail.

10.1.3 The LLC shall have an obligation to implement and fund the Approved R/R Project Schedule for each Budget Year, subject to County reimbursement, pursuant to this Article 10, to the LLC for its expenditures towards County R/R Projects on the Approved R/R Project Schedule.

10.1.4 The LLC must perform the Approved County R/R Projects within the funding amount identified on the Approved R/R Project Schedule, unless an increase in County R/R Project funding is approved in writing by the County prior to the LLC issuing a contract or purchase order pursuant to Section 10.4. Approved expenditures will be reimbursed in accordance to the terms and conditions set forth below.

10.1.5 The County's obligation to fund or reimburse the LLC for County R/R Projects in any Budget Year is limited to those County R/R Projects that are reflected on the Approved R/R Project Schedule.

## **10.2 Mid - Year Modifications to Approved R/R Project Schedule.**

10.2.1 The LLC shall have the right to request mid-year modifications to the Approved R/R Project Schedule only for an Emergency R/R Project by submitting a written request for a mid-year modification. Such request for modification shall include the scope, cost, schedule for implementation and the justification for the Emergency R/R Project. The justification for the Emergency R/R Project shall specifically indicate why the Emergency R/R Project cannot wait until the next funding cycle. The request shall also identify whether any or all of the implementation procedures need to be waived.

10.2.2 Notwithstanding the above, the LLC has the absolute obligation to immediately respond to emergencies, and/or situations that may pose a danger to the health and/or safety of persons or that may impact the integrity of the Facility.

10.3 R/R Project Reserves. The R/R Project Reserve was established pursuant to Section 8.4.7 of the Developer Agreement and contains cost savings, if any, accomplished during the construction of the Facility and allocated to the LLC R/R Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC. The County and the LLC will each first use their respective R/R Project Reserves to fund their respective R/R obligations pursuant to this Agreement until the R/R Project Reserves are exhausted. The parties acknowledge that the R/R Project Reserves are a small portion, if any, of the funding that will be required to fund each party's R/R obligations pursuant to this Agreement.

10.4 Implementation of R/R Projects.

10.4.1 All R/R Projects shall be performed in a good and workmanlike manner using good quality materials and supplies, and components and replacement parts that are of equal or better quality than the quality of those being repaired or replaced and shall be performed through completion. The LLC shall obtain all development approvals and permits from the appropriate regulatory agencies prior to commencing any R/R Projects and shall perform all such R/R Projects in compliance with all applicable laws, regulations and ordinances. The LLC shall obtain the advance approval of the Art in Public Places Administrator for any R/R Project that involves Art.

10.4.2 The LLC shall use its standard purchasing practices for all contracts/purchase orders entered into in connection with R/R Projects; provided that all purchases are undertaken and awarded by a competitive process. Unless the LLC has included qualification based criteria in the bid and the LLC can reasonably demonstrate that the low bidder did not meet those qualification criteria, the only justifications for not choosing the low bidder are either: 1) an award to the next lowest bidder in order to contract with a Palm Beach County certified SBE vendor and the SBE vendor's bid does not exceed the low bidder's price by ten percent (10%), or 2) an award to the next lowest bidder in order to contract with a bidder meeting the Palm Beach County's definition of local business and the local business's bid does not exceed the low bidder's price by five (5) percent. Preferences are not cumulative and in the event of a conflict, the SBE preference is of higher priority.

10.4.2.1 Qualification Based Selection Criteria. When necessary, the LLC may use qualification based selection criteria as a pre-bid step or as part of a competitive selection provided that the qualification based selection criteria is objective, directly responsive to the work, and does not limit competition among qualified bidders.

10.4.2.2 Projects in Excess of \$200,000. The LLC shall obtain a payment and performance bond in conformity to the requirements of Florida Statute § 255.05 on the County's most current form and from a surety meeting the County's requirements for all projects in excess of \$200,000, or such monetary limit as in effect at the time of the R/R Project.

10.4.3 For each and every project designated as a County R/R Project on the Approved R/R Project Schedule and prior to the LLC entering into a contract or purchase order for any individual R/R Project, the LLC shall submit; 1) the scope of work that was used as the basis for the bid, 2) a bid tabulation sheet that sets forth the vendor/contractor name and bid amount for each bid response ("R/R Project Bid Tabulation Sheet"), and 3) a copy of the LLC's proposed contract or purchase order which identifies the final scope of work to be purchased and a copy of the vendor's/contractor's insurance certificate naming the County as an additional insured. Within seven (7) days of the County's receipt of the foregoing, the County will issue a purchase order to the LLC in the amount of the intended awardee's bid plus an additional five percent (5%) contingency ("R/R Purchase Order").

10.4.4 For any County R/R Projects, the same requirements and process set forth above in this Section 10.4 shall apply and be used in connection with the reimbursement to the LLC of the costs and expenses incurred by the LLC for all design, testing lab and construction services agreements as well as any permit fees paid to a governmental entity.

10.4.5 Requests for payment against R/R Purchase Orders shall be made at intervals determined by the LLC, but no more frequently than semi-monthly. Requests for payment against R/R Purchase Orders shall be made by the LLC to the County and shall include; 1) the R/R Purchase Order number, 2) a copy of the vendor's/contractor's request for payment or invoice, and 3) evidence of payment by the LLC. For the purposes of this Section, a copy of a check written by the LLC or a bank statement indicating electronic payment details including vendor's/contractor's name, shall constitute evidence of payment. Any request for payment which includes a request for use of contingency funds, shall include a copy of the change order issued by the LLC to the vendor/contractor and shall specifically identify: 1) the scope of work included in the change order; 2) the amount of the change order; 3) the new total contract amount; and 4) an explanation of the reason for the change order. Any final payment request against each R/R Purchase Order shall be marked accordingly. Once the County has received a request or payment on an R/R Purchase Order, together with the foregoing documentation ("R/R Payment Request"), the County shall within five (5) business days from receipt of the R/R Payment Request review the request and notify the LLC if such request is complete or deficient. If the R/R Payment Request is deficient the LLC shall resubmit its R/R Payment Request to the County and the County shall within five (5) business days from receipt of the subsequent R/R Payment Request review such submittal and notify the LLC if such submittal is complete or deficient. This process shall continue until such time as the County receives a complete R/R Payment Request. Once the County receives a complete R/R Payment Request, the County shall make payment against the R/R Purchase Order within twenty-one (21) Days.

## **ARTICLE 11**

### **REVENUE STREAMS**

11.1 **Generally.** The LLC shall be entitled to receive and to retain all revenue streams, now known or hereafter devised, in connection with the year-round operation of the Facility for any and all events at the Facility, except for County Events pursuant to Section 5.3 or as may otherwise be set forth in a written agreement for use of the Facility. Notwithstanding anything herein to the contrary, the LLC shall not enter into any contracts or agreements



regarding the Facility that extend beyond the expiration of the Term of this Agreement. Additionally the LLC shall not enter into any agreements including, but not limited to, sponsorship agreements or donor agreements in exchange for naming rights, containing language that prohibits County from using, or providing incompatible products at no cost or charge to its event participants during a County Event, or in any way that restricts the promotional or advertising opportunities at County Events. The County acknowledges that the sale of products incompatible with the LLC's agreements is prohibited. Furthermore, the LLC shall include language in each and every contract or agreement regarding the Facility that the LLC enters into, that such contract or agreement is not binding upon the County and may be terminated in the event this Agreement is terminated. Without limiting the foregoing, the provisions of Sections 11.2 through 11.6 more specifically address certain revenue streams.

**11.2 Ticket Sales.** The LLC shall set ticket prices and entry fees for all events at the Facility, other than County Events, and shall be entitled to receive all revenue collected by the LLC. The LLC shall have the right to fix the charges for tickets in its sole discretion; provided, however, that the LLC's ability to charge admission, and the amount of any admission charges, shall be subject to all MLB Rules and Regulations, and any applicable Minor League rules, guidelines, regulations, requirements, directives and/or policies, as the same now exists or may be amended or adopted in the future. No direct or indirect ticket surcharges, franchise fees, charges, taxes, or, without limitation, other fees may be instituted or imposed by the County for admissions to baseball-related events at the Facility without the LLC's prior written consent, which consent may be withheld or conditioned in the LLC's sole discretion.

**11.3 Parking.** Except for County Events as set forth below, all revenues from all sources, including parking shall be retained by the LLC. The fees to be charged for such parking shall be determined by the LLC in its sole discretion. For County Events, the County shall only be charged the cost to prepare, manage and/or administer the parking for the County Event, and in no case shall the County be charged for the use of the Parking Areas.

**11.4 Concessions.** The LLC, or its designees, shall be the exclusive concessionaires and shall sell all concession items at all events held in and at the Facility and designated parking areas and retain all Concession Revenues, including Concession Revenues from all County Events. Subject to MLB Rules and Regulations, such concession stand items shall include but shall not be limited to, in the LLC's sole discretion, all foods, beverages (alcoholic and non-alcoholic), scorecards, programs, yearbooks, vending machines, merchandise, including but not limited to novelty items carrying the LLC's or one or both of the Teams' logos or the logo of any other Major League Club or Minor League Club, as well as any interactive games, video games, batting or pitching cages and other entertainment-oriented retail or food service items, including, without limitation, any Spring Training Season related promotions and advertising, and any event-related activities scheduled by the LLC. The LLC's rights hereunder shall include, without limitation, the exclusive right to vend concession and novelty items from permanent or portable concession units located at the Facility, and, to the extent permitted by law, on public streets and ways abutting any portion of the Facility or the immediately adjacent parking areas. To the extent of the County's jurisdiction, the County agrees to deny any other person or entity the right to sell concessions, and novelty, food and beverage, and retail items in or at the Facility.

## **11.5 Advertising/Broadcasting.**

11.5.1 All revenues received by the LLC from all advertising, promotions or sponsorships (including without limitation scoreboard/message center advertising during any of the events or activities at the Facility, annual billboard signage (e.g., outfield fence, concourses and other advertising signage at the Facility), marquee signage, naming rights, advertising rights and, without limitation, other rights with regard to the name of the Facility or any part thereof shall be the sole property of the LLC for the Term of the Agreement.

11.5.2 The LLC shall have and control all naming rights to the Facility and all parts thereof, but agrees "of the Palm Beaches" shall be added to the end of the name for the Facility. Naming rights shall not be subject to termination by the County until the date of the expiration of the Term or the earlier termination thereof. If necessary, the County shall assist the LLC in obtaining any permits or licenses required under the laws or regulations of any government authority and necessary to the scoreboard message center and billboard advertising. The County shall also not unreasonably withhold its approval of any such permits or licenses required under its laws or regulations, if necessary. Notwithstanding anything to the contrary in this Agreement, any advertising, signage, sponsorship or naming rights shall comply with all MLB Rules and Regulations.

11.5.3 The LLC shall receive all revenue from their respective radio broadcast, cablecast, televising, or other video and/or audio means of broadcasting or transmitting any or all portions of any games played by the Teams or any other Major League Clubs, Minor League Clubs, or any other teams, and the County shall not participate, in any manner, in determining when or whether said games shall be televised, cablecast or broadcast. The County will not directly or indirectly charge or impose special fees, permits or hook-up expenses to the LLC or its broadcasters, cable casters or telecasters. If any provisions of this Agreement conflict with any provisions of any agreement between Major League Baseball and any national rights holder (each such agreement a "National Rights Agreement"), the National Rights Agreement shall in all respects control.

11.6 **Other Revenue.** Except as otherwise provided in Section 5.3, the LLC shall be entitled to any and all fees from third-parties for use of the Facility during the Term, as well as any other monies, without limitation, generated pursuant to other revenue streams not enumerated above, provided however, that any agreements with other entities requiring construction, alteration, and related permitting approvals shall require the prior written consent of the County and shall require the LLC to enter into a written agreement with such entity.

## **ARTICLE 12 TOURIST PROMOTION**

### **12.1 County Tourism Identity Logo and County Seal.**

12.1.1 The County shall provide the LLC with the form of the County Seal and the Tourism Identity Logo upon request. County shall provide the LLC with copies of any update or revision to the County Seal and/or Tourism Identity Logo, and within ninety (90) days



thereafter, the LLC shall update its marketing and promotional materials, including the County Seal or Tourism Identity Logo pursuant to Section 12.1.2 herein, to the newest version.

12.1.2 Unless precluded by MLB Rules and Regulations or the design of the Facility, the LLC will place the County's Tourism Identity Logo or County Seal, at the County's election, which shall be no larger than three (3) feet in diameter, in a visible location inside the stadium at the Facility.

12.1.3 Prior to the start of the Championship Season, the LLC shall cause the Teams to coordinate the placement and content of marketing services and promotions within each Home City MLB Stadium with the TDC. It is understood, however, that the exact placement and content of such marketing services and promotions will not be such to adversely impact either the stadium aesthetics or the Teams' baseball operations, and shall be in all instances subject to MLB Rules and Regulations. There shall be no changes to the colors of the Tourism Identity Logo or the County Seal used in such marketing services and promotions unless approved in advance by the TDC Representative and the County.

12.1.4 The LLC further agrees to place an appropriate County dedication plaque near the entrance of the stadium at the Facility.

12.1.5 The LLC shall cause the Teams to use the County Seal and County Tourism Identity Logo in all in-County marketing efforts, except for those marketing efforts that do not include any graphics, print or visual media and excluding merchandise and on-Site signage.

12.1.6 Notwithstanding anything in this Agreement to the contrary, in the event that the MLB Rules and Regulations preclude (i) the County from exercising the rights granted in this Article 12, and/or (ii) the LLC from performing its obligations as set forth in this Article 12, then the LLC shall provide the County with an alternative marketing tool that provides the County with benefits that are of equal or greater value to those that are provided for in this Article 12 and that are acceptable to the County in the County's reasonable discretion.

## **12.2 Astros' Obligations.**

12.2.1 As additional consideration for the use of the Team Improvement Areas, the LLC shall cause the Astros to annually provide tourism marketing and promotional services for the Facility valued at no less than \$500,000 annually, at the Astros' Home City MLB Stadium or to the Astros' Home City audience.

12.2.2 Three months prior to the start of the Spring Training Season, the LLC shall cause the Astros to present a draft promotional plan, including the content, proposed placement and then current value of the materials and promotion to be provided in the Home City, to the TDC to come to a mutually agreeable plan.

12.2.3 This plan may be inclusive of social media channel strategy, digital promotions on Team websites, broadcast radio strategy for the radio networks and multi-lingual stations, broadcast television, traditional hospitality, ticketing and public relations opportunities

for in-home market entertainment of potential business to business clients, e.g., travel agents, meeting planners, along with any local charity connections the Team is supporting, print programs, line-up cards, and welcome center materials to be used at Florida Welcome Centers for the drive market. A list of marketing assets that may be included in the promotional plan is attached hereto as **Exhibit F**.

12.2.4 For Major League Spring Training Home Games of the Astros, the LLC shall cause the Astros' radio rights holders to provide a minimum of one (1) live drop-in announcement promoting tourism in Palm Beach County. The TDC will provide factual talking points related to leisure traveler points of interest that can be used by game announcing personalities during the radio broadcast. The Tourist Development Council will provide for television broadcasts of Major League Spring Training Home Game including video content and "B" roll of tourism assets throughout Palm Beach County. The TDC shall submit the content required for all drop-in announcements by February 15th of each year.

12.2.5 In the event the Astros and the TDC cannot reach agreement on the promotional plan, the LLC shall cause the Astros to attend dispute resolution with County pursuant to Article 18 for the sole purpose of resolving the dispute on the content, placement and value of the services.

### **12.3 Nationals' Obligations.**

12.3.1 As additional consideration for the use of the Team Improvement Areas, the LLC shall cause the Nationals to annually provide tourism marketing and promotional services for the Facility valued at no less than \$500,000 annually, at the Nationals' Home City MLB Stadium or to the Nationals' Home City audience.

12.3.2 Three months prior to the start of the Spring Training Season, the LLC shall cause the Nationals to present a draft promotional plan, including the content, proposed placement and then current estimated value of the materials and promotion to be provided in the Home City, to the TDC to come to a mutually agreeable plan.

12.3.3 This plan may be inclusive of social media channel strategy, digital promotions on Team websites, broadcast radio strategy for the radio networks and multi-lingual stations, broadcast television, traditional hospitality, ticketing and public relations opportunities for in-home market entertainment of potential business to business clients, e.g., travel agents, meeting planners, along with any local charity connections the team is supporting, print programs, line-up cards, and welcome center materials to be used at Florida Welcome Centers for the drive market. A list of marketing assets that may be included in the promotional plan is attached hereto as **Exhibit F**.

12.3.4 For Major League Spring Training Home Games of the Nationals, the LLC shall cause the Nationals' radio rights holders to provide a minimum of one (1) live drop-in announcement promoting tourism in Palm Beach County. The TDC will provide factual talking points related to leisure traveler points of interest that can be used by game announcing personalities during the radio broadcast. The Tourist Development Council will provide for television broadcasts of Major League Spring Training Home Game including video content and

"B" roll of tourism assets throughout Palm Beach County. The TDC shall submit the content required for all drop-in announcements by February 15th of each year.

12.3.5 In the event the Nationals and the TDC cannot reach agreement on the promotional plan, the LLC shall cause the Nationals to attend dispute resolution with County pursuant to Article 18 for the sole purpose of resolving the dispute on the content, placement and value of the services.

12.4 **County's Obligation to Promote.** The County shall use reasonable efforts to promote the presence of the Teams' baseball operations and to promote the sale of tickets to all events at the Facility, by all reasonable methods incidental with its regular tourist promotion activities.

### **ARTICLE 13**

#### **TRANSFER OF TEAM OWNERSHIP/ ASSIGNMENT OF AGREEMENT**

13.1 **Assignment and Transfer of Interests.** Except as permitted by Section 13.2, the LLC Parties may not assign, convey, or transfer this Agreement, or any interest in this Agreement, nor may a Team assign, convey or transfer its interest in the LLC without the prior, written consent of the Florida Department of Economic Opportunity ("DEO") and the County, provided such consent shall not be unreasonably withheld. The County shall not assign this Agreement without the written consent of the LLC.

#### **13.2 Conditions for Approval of Transfer of Team Ownership.**

13.2.1 Nothing herein shall prohibit or in any way prevent an owner of an interest in a Team (including its successors and assigns) from transferring all or any part of its respective ownership interest in the Team, at any time, subject, however, to the continuing obligations of the Team pursuant to this Agreement and the Guaranty set forth in Section 16.7 herein. In addition thereto, the Team itself, at any time, shall have the absolute and unconditional right to transfer its assets, inclusive of the asset representing the MLB franchise and the Team's ownership interest in the LLC, (provided no interest in the LLC shall be transferred separately from the asset representing the MLB franchise to another Major League Club unless such separate transfer otherwise meets the requirements of this Agreement), and provided the entity assuming the obligations of the transferring Team, or an Affiliate of such entity, meets the net worth requirements of the Guaranty set forth in Section 16.7. Transfer of Team ownership (either by transfer of ownership interest or sale of the MLB franchise by the Team) in no way releases, extinguishes or alters the LLC's responsibilities pertaining to the Operative Agreements. Provided the transferring entity is not in default of the Operative Agreements at the time of transfer, a transfer of an MLB franchise above and execution of the assignment and assumption agreement, shall release, extinguish and forever discharge the obligations of the transferring ownership entity for any matter attributable to the transferring entity under the Operative Agreements from and after the date of transfer. The County agrees to provide any new owner, or potential acquirer of the Team or its assets (either by transfer of ownership interest or sale of the MLB franchise, or interest in the LLC by the Team) with an estoppel certificate within fifteen (15) Business Days of receipt of written request from the LLC,

setting forth the status of the Operative Agreements and any default(s) under the Operative Agreements, and if so, summarizing such default(s).

13.2.2 Nothing herein shall prohibit or in any way prevent an owner of an interest in the LLC, including its successors and assigns, from transferring all or any part of its ownership interest in the LLC, at any time, to an Affiliate, provided that each Guaranty always remains in full force and effect. In addition thereto, a Team (or Teams), (or its Affiliate), may assign or transfer its interest in the LLC (or the LLC, itself, may assign or transfer its interest in the Operative Agreements), to another Major League Club (or Major League Clubs) only with DEO's prior written consent, which consent shall not be unreasonably withheld, provided the following conditions have been satisfied: 1) the proposed Club assignee(s) can demonstrate equal or greater attendance records at its current Spring Training Season facility, averaged over the last three (3) Spring Training Seasons, as compared to the assignor Team(s); 2) the assignee Team(s) assumes 100% of the assignor's Team(s) obligations pursuant to the Operative Agreements beginning from the date of execution of this Agreement; 3) the assignee Team(s) meets the net worth or fair value of equity requirements of the Guaranty set forth in Section 16.7, and 4) the assignee Team(s) executes an Agreement and a Guaranty in the same form as this Agreement and the Guaranty incorporated herein by reference in Section 16.7, specifically relating back to the respective, original Agreement and Guaranty execution dates; 5) the Major League Club(s) assignee(s), assuming the obligations of the assignor Team(s), must not be terminating early or breaching an existing agreement funded in whole or in part by State funds, including, but not limited to funds obtained pursuant to sections 288.11621 and 288.11631 of the Florida Statutes and 6) the resulting assignment or transfer must result in two separate Major League Clubs agreeing to continually use the Facility for their Spring Training Home Games for the balance of the Term of, and in keeping with, this Agreement. Provided such assignor Team(s) is not in default of the Operative Agreements at the time of transfer, such transfer shall release, extinguish and forever discharge the obligations of the transferring/assignor Team(s) for any matter attributable to the transferring/assignor Team(s) under the Operative Agreements from and after the date of transfer or assignment. The County agrees to provide any such new owner, or potential acquirer of any interest in the LLC or its assets, with an estoppel certificate within fifteen (15) Business Days of receipt of written request from the LLC, setting forth the status of the Operative Agreements and any default(s) under the Operative Agreements, and if so, summarizing such default(s).

13.2.3 A Team may enter into written sub-use agreement(s) with other Major League Clubs for periodic uses of the Facility. Any such sub-use agreement shall in no way release or extinguish the obligations of the LLC pursuant to this Agreement or the obligations of the Teams pursuant to this Agreement and the Guaranty executed by the Teams as set forth in Section 16.7 herein.

13.3 **Managers.** The present managers of the LLC (Arthur Fuccillo and Giles Kibbe) shall have the absolute right without condition or restriction, to transfer their interests and/or responsibilities in the LLC to Affiliate entities or individuals. The County will be provided notice within thirty (30) days of such transfer.

**ARTICLE 14**  
**TAXES**

**14.1 Generally.** The parties agree that the use of the Facility is as a sports facility with permanent seating and as a stadium. The parties reasonably believe that the Facility, the LLC's interest therein and operation thereof, are presently immune from Ad Valorem and/or real estate taxes as the Site and the Facility are owned by County. Provided the Facility is used primarily as a public sports facility, the County and the LLC agree to reasonably cooperate together in: 1) maintaining or obtaining an Ad Valorem and/or real estate tax immunity throughout the Term, and 2) challenging or contesting any real estate taxes, Ad Valorem assessments or similar real estate taxes that impact the LLC's interest in or operation of, the Facility. Notwithstanding the above, the LLC shall have sole liability and responsibility for all Ad Valorem or real estate taxes or assessments that are imposed or assessed against the Site, the Facility, the LLC's interest therein, and/or the LLC's operation thereof, except as otherwise set forth in Section 14.2. The LLC shall have sole responsibility and liability for all lawful taxes, assessments, licenses and charges on the operations at the Facility including, but not limited to, all lawful taxes, assessments, licenses and/or charges on Personal Property and Capital Improvements located at the Facility, as well as on goods, merchandise, equipment and property owned by the LLC and/or the Teams and located in or about the Facility for which an exemption is not available. It is the parties express intention that the LLC shall have sole liability for back taxes, penalties, fines or fees that may result from an audit or review of the LLC's operations at the Facility. This provision shall in no way be construed as restricting the County or the LLC from contesting the legality of any tax or assessment and the County agrees to use good faith efforts to assist the LLC in contesting any such tax, imposition or assessment.

**14.2** It is the intent of the County to not have the LLC be financially impacted by the assessment of Ad Valorem taxes. If, in the future, any Ad Valorem real property taxes are imposed or assessed against the Site, the Facility, the LLC's interest therein and/or the LLC's operation thereof the County agrees to pay all such Ad Valorem real property taxes when due. The County's obligation to pay the Ad Valorem taxes pursuant to this Section 14.2, is solely contingent on; 1) the LLC providing evidence of the tax bill (if applicable) to the County within 5 working days of receipt, and 2) the City of West Palm Beach agreeing to reimburse the County for Ad Valorem taxes due to the City pursuant to Section 35 of the Interlocal Agreement. If necessary to meet the intent of this provision, the parties will agree to alternative arrangements to meet said intent.

**ARTICLE 15**  
**LITIGATION AND INDEMNITY**

**15.1 Litigation.** The LLC shall be responsible for the defense of all litigation, hearings, claims, demands or suits, including appeals, or other liability, arising as a result of the development, operation, or use of the Site, Facility, and City Park, including such litigation, claims, demands, suits and proceedings where the County has been named as a Defendant or Respondent, to the extent such litigation, claim, demand or suit, concerns any obligation or duty of the LLC concerning the Site, Facility, and City Park, under any of the Operative Agreements



and/or the Due Diligence and Planning Services Agreement. This includes, but is not limited to, claims, demands, accidents or injuries, suits, or other liability involving personal injuries at the Facility, including, but not limited to, driveways, sidewalks, entrances and exits from the Site and Facility. Notwithstanding the above, the LLC shall not be responsible for the defense of any taxpayer challenge to County or governmental funding of the Site, Facility and/or City Park. The County agrees to be responsible for all litigation, hearings, claims, demands or actions, including appeals, or other liability, to the extent and limits provided in Florida Statutes, Section 768.28, arising solely from the actions of the County's employees. The parties acknowledge that the foregoing shall not; 1) constitute an agreement by the County to indemnify the LLC; 2) be construed as a waiver of sovereign immunity, 3) constitute a waiver of any defense the County may have under Section 768.28, Florida Statutes, or any other statutes, or 4) constitute consent to be sued by third parties.

## **15.2 Indemnification.**

**15.2.1** The "County Indemnified Parties" means the County, including each of its respective agents, employees and elected officials.

**15.2.1.1** The LLC agrees to protect, defend, reimburse, indemnify and hold County Indemnified Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any Person, arising out of, or in incident to, or in connection with; (i) the use and operation of the Facility and all driveways, sidewalks, walkways, entrances and exits from the Site and Facility, (ii) any act or omission of the LLC Parties, (iii) the LLC's performance, non-performance or purported performance under this Agreement, and/or (iv) the condition of the Facility and Site caused by the LLC's failure to adequately repair and maintain the Facility and Site.

**15.2.1.2** The LLC further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs, damages, or other liability resulting from the LLC Parties' activities pursuant to this Agreement, whether or not LLC was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the LLC Parties' activities.

**15.2.1.3** In case County shall be made a party to any litigation commenced against the LLC Parties or by the LLC Parties against any third party related to the LLC Parties' activities or obligations pursuant to this Agreement, then the LLC shall protect and hold harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

**15.2.1.4** The foregoing indemnification shall not apply to the extent any claims, liability, expenses, loses, fines and damages arises from the negligent or willful acts of the County Indemnified Parties.

**ARTICLE 16**  
**INSURANCE/ GUARANTY**

**16.1 Team Insurance.** The LLC shall cause the Teams to secure and maintain during the Term, at no cost to the County, the following coverages covering its operations hereunder:

A. **Worker's Compensation.** Insurance covering all Team employees (including coaching staff and players) meeting statutory limits in compliance with the applicable state and federal laws.

B. **Commercial General Liability.** Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

C. **Automobile Liability.** Coverage will include all licensed, over-the-road vehicles owned or used by the Team with minimum limits of no less than \$1,000,000.00 per accident.

**16.2 LLC Insurance.** The LLC shall secure and maintain, or shall cause to be secured and maintained, during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided, however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

A. **Workers' Compensation.** Insurance covering all LLC employees meeting statutory limits in compliance with the applicable state and federal laws.

B. **Commercial General Liability.** Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

C. **Automobile Liability.** Coverage will include all licensed, over-the-road vehicles owned or used by the LLC with minimum limits of no less than \$1,000,000.00 per accident.

D. **Property Insurance for LLC Restoration Areas.** The LLC shall insure the LLC Restoration Areas against damage or destruction by fire, flood, hurricanes, tornadoes, terrorism or other casualty under a standard "all risk" insurance policy. Insurance shall be for one hundred percent (100%) replacement value. In the event of a casualty, the LLC shall be responsible for paying the deductible.

**16.3 Additional Requirements.**

16.3.1 All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- and Class VII or better.

16.3.2 The LLC shall cause the County to be listed as an additional insured (and not as a named insured) for claims arising in connection with the LLC's operations on the Commercial General Liability Policy (using ISO Form CG2010 10 101 or its equivalent) and the Automobile Policy. The Additional Insureds shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Coverage for the County as an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not, in connection with the operations of the LLC. No policy shall contain a self-insured retention, but may have a deductible.

16.3.3 Current valid insurance policies meeting the requirements herein identified shall be maintained during the Term. Renewal certificates shall be sent by the LLC to the County as soon as practicable after the policy is renewed. There shall also be a ten (10) day notification to the County in the event of cancellation of any stipulated insurance coverage.

**16.4 County Insurance.** The County shall secure and maintain during the Term the following coverage:

A. **Property Insurance.** The County shall insure the Facility against damage or destruction by fire, flood, hurricanes, tornadoes, terrorism or other casualty under a standard "all risk" insurance policy ("Damage"), except as otherwise set forth in Section 17.2. Insurance shall be for one hundred percent (100%) replacement value. County shall be responsible for paying deductible costs, except that in the event the damage by fire or by other casualty is due to any fault or neglect of the LLC, then the LLC shall be responsible for paying a reasonable deductible, not to exceed One Hundred Thousand Dollars (\$100,000.00) in the aggregate.

B. **Renewal.** Current valid insurance policies meeting the requirements herein identified shall be maintained by the County during the Term. Renewal certifications shall be sent by the County to the LLC as soon as practicable after the policy is renewed. There shall also be a ten (10) day notification to the LLC in the event of cancellation of any stipulated insurance coverage.

C. **Other Insurance.** Without waiving the right to sovereign immunity as provided by Florida Statutes §768.28, County shall maintain, during the entire term hereof, self-insurance coverage or third-party insurance coverage for comprehensive general liability and automobile liability in the amount of Two Hundred Thousand Dollars (\$200,000) per person and Three Hundred Thousand Dollars (\$300,000) per incident or occurrence and Worker's Compensation insurance covering all County employees in accordance with Florida Statutes Chapter 440. In the event the Legislature should change the County's exposure by statute above or below the sums insured against, the County shall maintain insurance to the extent of that



exposure. Upon request by the LLC, the County shall provide a statement or certificate of insurance evidencing its insurance, and/or self-insurance coverage.

**16.5 Waiver of Sovereign Immunity.** The County acknowledges the waiver of sovereign immunity for liability in tort contained in Florida Statutes §768.28 and acknowledges that such statute permits actions at law against the County to recover damages in tort for money damages up to the amounts set forth in such statute for injury or loss of property, personal injury, or death caused by the negligence or wrongful act or omission of an employee of County while acting within the scope of the employee's office or employment under circumstances in which County, if a private person, would be liable under the general laws of this State.

**16.6 Waiver of Subrogation.** The County and the LLC each hereby waive any and all rights of recovery against each other and their respective agents and employees for loss or damage to each other arising from any cause insured against under any policy of insurance required to be carried by such waiving party to the extent of all proceeds recovered thereunder.

**16.7 Guaranty.** The full and unconditional performance of the obligations of the LLC set forth in this Agreement is guaranteed by the Teams, pursuant to the Astros' Guaranty and the Nationals' Guaranty, which are attached to the Developer Agreement as Exhibits I-1 and I-2 and incorporated herein by reference. Any attempt by a Team to rescind or terminate its Guaranty to this Agreement shall constitute a material breach of this Agreement, excluding an authorized transfer or assignment as set forth in Article 13. Each Guaranty is an unconditional, absolute, irrevocable, general and continuing guaranty.

**16.8 Notification to County.** In the event of: 1) a life threatening or dangerous incident or injury where the LLC is made aware that medical attention was sought and occurred within a Public Use Improvement of the Facility, and/or; 2) any claim or action that names the County or alleges that the County has responsibility in whole or in part, the LLC shall notify the County's Risk Management Department and provide general information concerning the claim and cooperate with the County in investigating and taking such action as may be appropriate.

## **ARTICLE 17**

### **DAMAGE/DESTRUCTION OF FACILITY**

#### **17.1 Casualty Loss.**

17.1.1 If all, or any portion of the Facility, other than the LLC Restoration Areas, is damaged or destroyed by fire, flood or other casualty (a "Casualty Loss"), the County, shall fund the repair and restoration of that portion of the Facility to the greater of the condition existing immediately prior to such Casualty Loss or the condition required by Law, provided, however, that County is under no obligation to fund the repair and restoration of any work in regard to the LLC Restoration Areas, and provided that County is under no obligation to fund the repair or restoration of any property damage resulting from deviations from County's standard design and construction policies that are identified in Exhibit E to the Developer Agreement.

17.1.2 In advance of a named tropical storm or other local public service announcements of sustained winds in excess of 45 mph, the LLC has the responsibility and

obligation for taking reasonable measures to prepare the Facility as if it was the owner of the Site and Facility. Particularly, the LLC shall be responsible for securing personal property, ensuring that all building openings are closed, installing wind protection devices that were purchased with funding from the Program Budget, and for removing construction materials and any other temporary equipment that may otherwise be stored on the Site. Within 48 hours of a wind event concluding, the LLC has the responsibility and obligation to; i) evaluate the site for damage to the Facility which is the financial responsibility of the County pursuant to Section 17.1.1, and ii) contact the County's Representative to review the evaluation described in i) above, and for instructions for mitigating further damage to the Facility and proceeding with the repair and restoration of the Facility.

17.1.3 If, in the LLC's good-faith judgment, there is substantial interruption with the operation of the LLC's activities at the Facility as a result of a Casualty Loss which requires the LLC to temporarily utilize other facilities, or cancel scheduled events at the Facility, the LLC shall schedule spring training activities and the games of the Teams at other facilities and the LLC's obligations under this Agreement, including payment of the fees set forth in Article 6 herein, shall be temporarily suspended until the County has performed its obligation to fund the repair and restoration of the Facility as required in Section 17.1.1 to permit the intended use hereunder. The County, the LLC, and the Teams agree to use good faith efforts to apply any applicable benefits and proceeds under any applicable insurance policies received for the Facility to restore the Facility to a usable condition in the shortest period of time. In addition, the Teams agree, after thoroughly evaluating all player and visitor safety issues, and determining that it is safe to do so, to resume the use of the Facility for Spring Training in advance of the entire restoration being completed. If the Facility repair and restoration is not or will not be funded by County as required in this Article 17 within three (3) years of the date of the Casualty Loss, then the LLC will have the option to terminate this Agreement. The LLC shall provide written notice of termination pursuant to this Section 17.1.3 to the County, and upon such termination, the County and the LLC shall be relieved of their obligations hereunder, except as expressly provided herein to the contrary in this Agreement.

17.1.4 Upon receipt of County funding pursuant to Section 17.1.1 or 17.1.3, the LLC shall perform the repair and restoration diligently and expeditiously to the greater of the condition existing immediately prior to such Casualty Loss or the condition required by Law.

## **17.2 LLC Restoration Areas.**

17.2.1 The repair and restoration of the LLC Restoration Areas following a Casualty Loss shall be the sole responsibility of the LLC. The LLC shall repair, restore and rebuild the LLC Restoration Areas as is required in order to resume use of the Facility for its intended use. County may consider, but is not required, to temporarily suspend the LLC's fee obligations pursuant to Article 6 of this Agreement in the event of a Casualty Loss to the LLC Restoration Areas.

17.2.2 All property damaged or destroyed as a result of deviations from County's standard design and construction policies identified in Exhibit F to the Developer Agreement, shall be considered LLC Restoration Areas for the purposes of determining

financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

17.2.3 All property damaged or destroyed as a result of the LLC adding to, modifying, or using a structure in a manner other than its intended use, or without first seeking any and all approvals and permits for the addition, modification, or use shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations. For clarity, this Section 17.2.3 is not intended as an exemplification of Section 17.2.2.

## **ARTICLE 18** **DISPUTE RESOLUTION**

**18.1 Dispute Resolution.** The LLC and the County agree to make every reasonable effort to resolve any dispute under this Agreement prior to either party's proceeding to file a lawsuit due to a default by the other party. Accordingly, in the event of a dispute related to the performance of either the LLC or the County under this Agreement, the LLC and the County agree not to file a lawsuit until they have engaged in an expedited dispute resolution mediation process, the parameters of which are to be agreed upon by the parties. The process is initiated by delivery of written notice to the other party, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation sessions shall be within thirty (30) days from the initiating notice. The parties agree to share equally in the costs and expenses of the mediation and to each bear their own attorneys fees and costs. The parties may mutually agree to extend the timeframes set forth in this Section.

## **ARTICLE 19** **CONDITIONS PRECEDENT**

**19.1 Conditions Precedent.** The obligations of the County under this Agreement are expressly subject to each of the following conditions precedent having been satisfied;

**A.** The full execution and effectiveness of the Operative Agreements, including, specifically, the effectiveness of the Interlocal Agreement without the need for a referendum pursuant to Section 2-31(27)(f) of the City Code of Ordinances. For clarity, in the event a referendum is required and the referendum passes, then the condition precedent set forth in Section 19.1(A) will remain unsatisfied. If a referendum is required and fails, then said condition precedent shall be deemed satisfied as long as said referendum occurs within the timeframe set forth herein or any extension agreed to by the parties; and

**B.** The County's receipt of the Funding Certification Letter; and

**C.** The approval of this Agreement by Major League Baseball, if required.

**19.2 Failure of Conditions Precedent.** The parties may agree to an additional amount of time for compliance with Conditions Precedent, or failing an agreed upon extension of time, may terminate the Developer Agreement pursuant to Article 10 therein, and this Agreement shall terminate simultaneously therewith pursuant to Section 10.5 of the Developer Agreement. Article 17 of the Developer Agreement shall apply to determine the reimbursement obligations of the LLC upon termination for failure of conditions precedent.

## **ARTICLE 20** **TERMINATION**

### **20.1 Termination by LLC.**

20.1.1 The LLC shall have the right to terminate this Agreement, as follows:

A. For any reason prior to the sale of the County Bonds as set forth in Section 10.2 (A) of the Developer Agreement, subject to repayment of One Hundred Percent (100%) of the Actual Costs paid to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement; or

B. Pursuant to the Interest Election, subject to the LLC reimbursing the County fifty percent (50%) of the Actual Costs paid to the LLC pursuant to the Due Diligence Agreement and this Agreement. Notwithstanding the prior sentence, if the election occurs after all conditions precedent to issuance of County Bonds have been fulfilled except that a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, and the election occurs during or after a Referendum Period, then the LLC shall reimburse the County 100% of the Actual Costs at the date of termination.

C. If the conditions precedent set forth in Section 19.1 are not satisfied or waived by March 1, 2016, then the provisions of Section 19.2 shall control the right to termination.

20.1.2 In the event of termination pursuant to this Section 20.1, payment by the LLC to the County shall be made to County within thirty (30) days of receipt of substantiated bills from County.

20.1.3 In the event that the LLC desires to terminate this Agreement pursuant to this Section 20.1, the LLC shall deliver to the County a written notice of termination, which shall be effective on the Effective Termination Date.

### **20.2 Termination by County.**

20.2.1 The County shall have the right to terminate this Agreement if the conditions precedent set forth in Section 19.1 are not satisfied or waived by March 1, 2016. The provisions of Section 19.2 shall apply to the County termination pursuant to this Section 20.2.1.

20.2.2 In the event that the County desires to terminate this Agreement pursuant to this Section 20.2, the County shall deliver to the LLC a written notice of termination, which shall be effective on the Effective Termination Date.

**ARTICLE 21**  
**DEFAULT**

**21.1 Events of LLC's Default.** The following shall be "Events of LLC's Default":

A. The filing by the LLC of a petition commencing a voluntary proceeding under the Federal Bankruptcy Code or any other federal, state or local law or statute pertaining to bankruptcy or insolvency; a general assignment by the LLC for the benefit of creditors; an admission in writing by the LLC of its inability to pay debts as they become due; the filing by the LLC of any petition or answer in any proceeding seeking for itself, or consenting to, or acquiescing in any insolvency, receivership or similar relief under any laws pertaining to bankruptcy or insolvency, or the filing by the LLC of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of a petition filed against it in any such proceeding; the seeking or consenting to, or acquiescence by the LLC in the appointment of any custodian, trustee, receiver or liquidator of it, or any part of its property; and the commencement against the LLC of any involuntary proceeding under the Federal Bankruptcy Code, or a proceeding under any law or statute pertaining to insolvency, which case or proceeding is not dismissed or vacated within ninety (90) days; or

B. The failure of the LLC in the performance of any material obligations under this Agreement, except for the payment obligation set forth in Article 6, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) days following the receipt by the LLC of such written notice from the County, or, provided that such failure cannot be cured within such thirty (30) day period, if the LLC does not commence to cure such failure within such thirty (30) day period and thereafter diligently pursue the cure of such failure to completion; or

C. The failure of the LLC to make any payment obligation set forth in Article 6, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within forty-five (45) days following the receipt by the LLC of such written notice from the County.

**21.2 Events of County's Default.** The following shall be "Events of County's Default": The failure of the County in the performance of any material obligations under this Agreement, provided that the LLC has provided the County with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) days, following the receipt by the County of such written notice from the LLC, or, provided that such failure cannot be cured within such thirty (30) day period, if the County does not commence to cure such failure within such thirty (30) day period and thereafter diligently pursue the cure of such failure to completion.



**ARTICLE 22**  
**REMEDIES**

**22.1 County Remedies for Events of LLC's Default.**

22.1.1 Upon an Event of LLC's Default, for which a specific remedy is not set forth in this Agreement, County shall have the right to: (1) grant the LLC a reasonable period of time within which to cure such default during which time the LLC shall utilize the LLC's best efforts, including bringing suit, to remedy such default; or (2) seek dispute resolution pursuant to Article 18 herein to resolve said dispute, or (3) subject to the requirements of Section 18.1, bring an action for specific performance.

22.1.2 In the event the LLC fails to make a payment due as set forth in Section 21.1(C), the County shall have the right to: (1) grant the LLC an additional reasonable period of time within which to make the payment, with interest as set forth in Article 6; (2) seek performance pursuant to the Guaranty of each Team as set forth in Section 16.7; or (3) if such payment remains unpaid for ninety (90) days following the date of the notice of failure to pay pursuant to Section 21.1(C), terminate this Agreement by written notice to the LLC and the Teams, effective on the later to occur of (a) the Effective Termination Date, or (b) the 10th day after the last day of the Spring Training Season occurring in the calendar year during which such written notice is delivered to the LLC and the Teams.

**22.2 LLC Remedies For Events of County Default.** Upon an Event of County Default, for which a specific remedy is not set forth in this Agreement, the LLC shall have the right to: (1) grant the County a reasonable period of time within which to cure such default during which time the County shall utilize the County's best efforts, including bringing suit, to remedy such default; or (2) seek dispute resolution pursuant to Article 18 herein to resolve said dispute, or (3) subject to the requirements of Section 18.1, bring an action for specific performance. In the event the LLC is unable to obtain specific performance of this Agreement for any reason, the LLC shall have such other remedies as available by law or in equity as a result of such default.

**22.3 Section 288.11631, Florida Statutes.**

22.3.1 Florida Statute, section 288.11631 is intended to provide a process for the retention of spring training baseball franchises within the State that are funded with State incentive funding. The LLC Parties and the County acknowledge that the amount of State incentive funding provided by the State for this Facility is based on the continual use of the Facility by two separate spring training baseball franchises for the entire length of the Term.

22.3.2 If both Teams simultaneously fail to play each and every of their Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement, or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, both Teams shall be deemed to have Relocated pursuant to section 288.11631(2)(a)2, Florida Statutes, and thus, materially breached this Agreement, and, as such, the Teams, jointly and severally, shall reimburse the State for the

total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.3 In the event that during the Term of this Agreement, either one of the Teams fails to play each and every of its Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, such Team shall be deemed to have relocated ("1<sup>st</sup> Relocating Team"). The 1<sup>st</sup> Relocating Team agrees that relocation constitutes a material breach of this Agreement and the 1<sup>st</sup> Relocating Team agrees to reimburse the State 60% of the total amount of State distributions expected to be paid from the date of breach through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.4 Subsequently, if the remaining Team fails to play each and every of its Major League Spring Training Home Games at the Facility, through no fault of the County or the State, and not as otherwise permitted by this Agreement, or pre-approved in writing by the County, then unless the provisions of Section 22.3.7 below apply, such Team shall be deemed to have relocated ("2<sup>nd</sup> Relocating Team"). The 2<sup>nd</sup> Relocating Team agrees that relocation constitutes a material breach of this Agreement and the 2<sup>nd</sup> Relocating Team agrees to reimburse the State 40% of the total amount of State distributions expected to be paid from the date of breach through the final maturity of the County Bonds, pursuant to section 288.11631, Florida Statutes.

22.3.5 A breach of the Statute shall be considered to have occurred when a Team becomes a Relocating Team pursuant to Section 22.3.2, 22.3.3 or 22.3.4.

22.3.6 All obligations to reimburse the State that are described in this Agreement shall be enforceable by the State, and are secured by the Guaranties executed by each of the Teams as required by Section 16.7 herein.

22.3.7 Notwithstanding Sections 22.3.2 through 22.3.4 above, if a Team(s) or a Relocating Team is able to find a new Major League Club(s) to relocate to the Facility and play that replacement club's Major League Spring Training Home Games at the Facility, and such Major League Club is approved by the State as provided in Section 13.2.2, then the Team (s) shall be only responsible for that pro-rated portion of the repayment obligation imposed by Section 22.3.2 through Section 22.3.4, as applicable, for the period from the date such Team is deemed to have relocated, and continuing until the first day of the month that the replacement Major League Club plays its first Major League Spring Training Home Game at the Facility and not the entirety of the obligations set forth in Section 22.3.2 and Section 22.3.4 above; provided, however, that there is a completed assignment or transfer that satisfies all conditions of Section 13.2.2 of this Agreement. If a Team or Teams relocate, as defined in Section 22.3.2 through 22.3.4, then until such time as two separate Major League Clubs are both fully obligated as required by this Agreement, inclusive of the Guaranties hereto, the repayment obligations set forth in this Section shall apply.

22.3.8 The State, by and through DEO and DEO's successors and assigns, is a third party beneficiary of this Agreement and the Guaranties to this Agreement which are incorporated herein by reference. The State and DEO shall have standing in any action at law or in equity: 1) relating to, and/or to seek and/or compel performance of, the obligations imposed by Section 5.1.2 and/or Section 22.3 herein; and 2) relating to, and/or pursuant to, the Guaranty executed by each Team, in the same manner, to the same extent, and according to the same terms and provisions as are applicable to the County pursuant to each Guaranty. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This section 22.3.8 is cumulative with, and shall in no way limit, the State or DEO's other rights and remedies under law.

### **ARTICLE 23**

#### **REPRESENTATIVES**

23.1 **County's Representative.** The County's Representative or liaison during the performance of this Agreement shall be the Director of FD&O, or such other person who may be designated by the County in writing from time to time. Notwithstanding the foregoing, the County's Representative or liaison regarding the Renewal/Replacement Program shall be the Director of FD&O, or such other person as may be designated in writing from time to time.

23.2 **LLC's Representative.** The LLC's Representative or liaison during the performance of this Agreement shall be Giles Kibbe, Manager, or such other person who may be designated by the LLC in writing from time to time, and Mark D. Lerner, or such other person who may be designated by the LLC in writing from time to time.

### **ARTICLE 24**

#### **SUSPENSION OF PLAY**

24.1 **Generally.** In the event that a national emergency or the United States being in a state of war or operation of law prevents the LLC from using the Facility for all or part of an entire Full Spring Training Season in any of the years covered under the Term, the County agrees that the LLC shall not be obligated to perform under this Agreement until such emergency or contingency ceases. In the event of such suspension, this Agreement shall be automatically extended beyond the Term for an amount of time equal to the duration of such suspension.

### **ARTICLE 25**

#### **NOTICES**

25.1 **Generally.** All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a Business Day and on the next Business Day if transmitted after 5PM or on a day other



than a Business Day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

For notice to the LLC:

Giles Kibbe  
HW Spring Training Complex, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002

And

Arthur Fuccillo  
HW Spring Training Complex, LLC  
Lerner Enterprises  
2000 Tower Oaks Boulevard  
Eighth Floor  
Rockville, Maryland 20852

With copies to:

Houston Astros, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002  
Attention: Reid Ryan

And

Washington Nationals Baseball Club, LLC  
Mark D. Lerner, Vice Chairman & Principal Owner  
Nationals Park  
1500 South Capitol Street, SE  
Washington, DC 20003

And

Brian M. Seymour, Esq.  
Gunster  
777 S. Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401

For notice to the County:

County Administrator  
301 North Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, FL 33401

With Copies to:

County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401

And

Director of Office of Financial Management  
301 North Olive Avenue, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401

And

Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

**25.2 Change of Notice Address.** Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt.

## **ARTICLE 26 NON-DISCRIMINATION**

**26.1 Warranty.** The LLC warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

**26.2 Policy.** The LLC has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in R-2014-1421, as amended, or in the alternative, if the LLC does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the LLC will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

## **ARTICLE 27 SURRENDER OF FACILITY**

**27.1 Return of Facility.** At the termination of this Agreement, the LLC shall return the Facility to its original or subsequently improved condition (ordinary wear and tear, insured casualty, loss or damage by fire, elements or other causes, approved changes in design, or

installation of Capital Improvements excepted), and return to the County all equipment and personal property of the County, in each case after inspection of the Facility, which inspection shall be made jointly by the County and the LLC. Promptly after such inspection at the termination of any occupancy, if any repairs to the Facility or the County's equipment or personal property are deemed to be necessary which result from the Facility and all of the County's equipment and personal property not being maintained to a standard that is consistent with the standards of maintenance for similar types of public recreation facilities that include public amenities in Palm Beach County, the LLC shall have the option to: (i) make necessary repairs; or (ii) pay to the County any damages due for damage to the Facility or to personal property (ordinary wear and tear, insured casualty, loss or damage by fire, elements or other causes, approved changes in design, or installation of Capital Improvements excepted), except to the extent said damage was caused by the assigns, agents, employees or officers of the County. In the event that the LLC and the County cannot agree on repairs to be made pursuant to subsection (i) or the amount of damage pursuant to subsection (ii), the LLC and the County agree to expeditiously submit the matter to dispute resolution pursuant to Article 18 of this Agreement.

**27.2 Disposition of Non-County Property.** The LLC shall have the right, upon termination of this Agreement, and within sixty (60) days thereafter, to remove from the Facility all movable property which is not permanently affixed to the structure and which is not owned by the County, and all concession equipment, all retail, restaurant food service, and catering equipment, fixtures and fit-out, and satellite television equipment, not owned by the County, whether or not such items are deemed movable and whether or not they are permanently affixed to the structure; provided, however, that the LLC will give the County thirty (30) days notice prior to such proposed removal of items, not owned by the County, permanently affixed to the structure; and provided further that the LLC's removal of such items shall not materially adversely affect the structural integrity of the Facility, in the opinion of a neutral third-party State of Florida-licensed engineer who will review such proposed removal at the LLC's and County's joint expense. The LLC agrees to repair any damage caused by such removal to the County's reasonable satisfaction. The LLC shall not remove any property which was placed on, constructed at, or affixed to, the Facility as a replacement or addition of property initially owned by the County.

## **ARTICLE 28** **FORCE MAJEURE**

Except as otherwise provided herein, neither party shall be in default under, or breach of, this Agreement to the extent it is unable to perform due to an event of Force Majeure, provided however, that the parties must comply with the requirements of Article 17. For the purpose of this Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by Palm Beach County), or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the parties (excluding a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable

care and foresight. The party claiming the occurrence of a Force Majeure event shall promptly notify the other party of such occurrence, and the likely duration and termination thereof. If a Force Majeure causes a Team to fail to play an entire Full Spring Training Season or more at the Facility, this Agreement shall be automatically extended beyond the Term for an additional period of time equal to the amount of time the Team failed to play its Major League Spring Training Home Games at the Facility due to that Force Majeure.

#### **ARTICLE 29 LABOR DISPUTE**

In the event of a lockout, strike, or other labor dispute involving Major League Baseball ("Labor Dispute"), the LLC will continue to be obligated to provide Repair and Maintenance, Renewal and Replacement and Capital Improvements to the Facility, but the LLC will be permitted to scale down its operations of the Facility until such time as the Labor Dispute is resolved and the LLC can commence Major League Baseball operations at the Facility. Notwithstanding the foregoing, in the event of a Labor Dispute which prevents the LLC from using the Facility for a Full Spring Training Season, this Agreement shall be automatically extended beyond the initial Term for an additional Full Spring Training Season.

#### **ARTICLE 30 MORE FAVORABLE TERMS**

**30.1 New Major League Clubs in Palm Beach County.** If, at any time during the Term, the County directly or indirectly enters into an agreement with another Major League Club for the operation and use of another stadium, other than renovation and/or redevelopment of the Roger Dean Stadium operated by Jupiter Stadium, Ltd., and any renewal, restatement, extension, amendment or renegotiation of the First Restated Sports Facility Use Agreement with Jupiter Stadium Ltd., (R2011-0694) as further described below, which agreement includes among its terms the right to play more than two (2) Spring Training Season home games in the County during any Spring Training Season, the County shall provide the LLC with a copy of such agreement. If the LLC reasonably believes that the terms of such agreement are more favorable than the corresponding term(s) contained herein, the LLC shall have no longer than 21 days from the time that the LLC is provided such an agreement to so notify the County. In such event the more favorable terms shall be substituted for the corresponding term(s) of this Agreement for the remainder of the Term, retroactive to the date the County entered into the agreement with the other Major League Club. Notwithstanding the foregoing, in the event such more favorable terms would impact the then applicable tax status of the County Bonds, the LLC shall not be entitled to such more favorable terms.

**30.2 First Restated Sports Facility Use Agreement with Jupiter Stadium, Ltd.** In the event the County renews, restates, extends, amends or renegotiates the First Restated Sports Facility Use Agreement with Jupiter Stadium, Ltd., (R2011-0694) (the "Renewed Use Agreement") during the Term hereof, the County shall provide the LLC with a copy of the Renewed Use Agreement. If the LLC reasonably believes that any of the terms of the Renewed Use Agreement are more favorable than the corresponding term(s) contained herein, the LLC shall have no longer than 21 days from the time the LLC is provided a copy of the Renewed Use

Agreement to notify the County. In such event, the more favorable terms shall be substituted for the corresponding term(s) of this Agreement for the remainder of the Term, retroactive to the date the County enters into the Renewed Use Agreement. Notwithstanding the foregoing, Section 5.1.2, Section 5.5 (Buffer Area), Article 6 (Use Fees), Article 19 (Conditions Precedent), and Article 20 (Termination) shall be excluded from this Article 30. Article 13 (Transfer), Section 16.7 (Guaranty) and Article 22 (Remedies) shall be excluded insofar as any interest, right or remedy of the State or DEO. In the event such more favorable terms would impact the then applicable tax status of the County Bonds or impacts the interests or rights of State herein, the LLC shall not be entitled to such more favorable terms.

**30.3** The parties hereto acknowledge that the provisions of this Article 30 shall not apply to any Developer Agreement for the Roger Dean Stadium operated by Jupiter Stadium, Ltd.

**30.4** Notwithstanding anything in this Article 30 to the contrary, the Parties hereto may not alter this Agreement in any way that reduces, harms, or otherwise impacts the rights of State herein without express written consent from State.

#### **ARTICLE 31** **INSPECTOR GENERAL**

County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the LLC, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 32** **PUBLIC RECORDS**

**32.1 County Access to Records.** The LLC shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the obligations of the LLC hereunder for three (3) years, or such longer period of time as required by law, after the termination or completion of this Agreement. The County shall have access in Palm Beach County to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the LLC's place of business, provided that (a) the County notifies the LLC no less than Thirty (30) Days prior to the date of such inspection or audit, and (b) the number of such inspections or audit shall be limited to one (1) per calendar year. The LLC agrees to make available to the County, at the County's request, and at the County's sole cost and expense, all documents and materials pertaining to the obligations of the LLC and the operation of the Facility as required by this Section 32.1, if after three (3) years, then still in the possession of the LLC.

**32.2 Public Access to Records.** As applicable and legally required, the LLC shall comply with the requirements of §119.0701, Florida Statutes, as amended. Specifically, to the extent required by §119.0701, Florida Statutes the LLC shall:

**A.** Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform the services as provided under this Agreement.

**B.** Maintain all public records in a readily accessible, organized format consistent with the requirement of identifying, retrieving and providing prompt and frequent access to records.

**C.** Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.

**D.** Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements pursuant to Florida Statute are not disclosed, including but not limited to, records that are exempt pursuant to § 255.047, Florida Statutes and §125.0104(9), Florida Statutes, except as may be authorized by law.

**E.** Redact part of a record if an exemption applies to part of a record, while producing the remainder of the record and providing the statutory exemption citation that exempts the portion of the record.

**F.** If responding that an entire record is exempt, respond by stating the basis of the exemption and providing the statutory exemption citation.

**G.** If requested, provide in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.

**H.** Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the LLC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

**32.3 Breach of Agreement.** Failure of the LLC to comply with the requirements of Section 32.2 herein shall be a material breach of this Agreement.

### **ARTICLE 33** **MLB REQUIREMENTS**

**33.1 Conformity with Rules.** The LLC represents and warrants that, to the best of its knowledge, the execution, delivery and performance by the LLC of this Agreement does not violate any provision of the MLB Rules and Regulations including, but not limited to, specifically, the Major League Rules, the Professional Baseball Agreement and the Official Baseball Rules.

**33.2 Approval of Major League Baseball.** This Agreement shall not be effective until such time as all applicable MLB Approvals have been obtained, which approvals may be withheld in their sole and absolute discretion. In all respects, this Agreement shall be subject to the then current rules and regulations of Major League Baseball. Notwithstanding anything in the foregoing to the contrary, the LLC represents and warrants that the only MLB Approval required for this Agreement to be effective is the receipt of a no-objection letter from the BOC.

**33.3 Rules and Regulations.** Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by the Astros or the Nationals (whether through the LLC or otherwise) hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities. In the event that any act or omission of the LLC, the Astros and/or the Nationals to comply with the MLB Rules and Regulations affects the rights of the County under this Agreement or deprives the County of the benefits of this Agreement, the parties will work in good faith to amend the terms of this Agreement to neutralize the effect. The LLC agrees in any event that if compliance by it with MLB Rules and Regulations results in a failure of the LLC to fulfill its obligations under this Agreement, the County and DEO may enforce remedies for the LLC's failure to fulfill its obligations as provided in this Agreement.

**33.4 Territory.** The territory within which the County is granted rights is limited to, and nothing herein shall be construed as conferring on the County (or any other party) rights in areas outside of, the Spring Training territory of the Astros or the Spring Training territory of the Nationals, as the case may be, each as established and amended from time to time pursuant to the MLB Rules and Regulations.

#### **ARTICLE 34 GENERAL PROVISIONS**

**34.1 Governing Law and Venue.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

**34.2 WAIVER OF JURY TRIAL.** THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND THE LLC TO ENTER INTO THIS AGREEMENT.



**34.3 Construction.** In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

**34.4 Binding Effect.** The covenants, terms, conditions, provisions and undertakings in this Agreement, shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto as if they were in every case named and expressed and wherever reference is made to any of the parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such party as if in each and every case so expressed.

**34.5 Further Instruments.** The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Agreement whenever the occasion shall arise and request for such instrument shall be made.

**34.6 Integration and Merger.** This Agreement, together with the Operative Agreements, shall constitute the full and complete understanding between the parties as to the matters addressed herein. There are no oral understandings, terms or conditions, and no party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions (including those set forth in the Agreement), whether with a party to this Agreement or any partner of a party, are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented except by an agreement in writing and signed by the parties to this Agreement.

**34.7 Severability.** If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

**34.8 Compliance with Laws.** None of the parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city, or other governmental authority or agency in connection with the development, construction, use, operation and occupancy of the Facility under the terms of this Agreement.

**34.9 Exhibits.** All exhibits referenced in this Agreement are incorporated into this Agreement by such reference and shall be deemed to be an integral part of this Agreement.

**34.10 Amendments.** No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both parties hereto, and, unless such amendment or modification has received, in advance, all applicable MLB Approvals. No change, amendment or modification of this Agreement shall be deemed to be made by either party on the basis of any action or failure to act by either party or by the course of performance, course of dealing, or course of conduct of either party.

**34.11 Financial Information.** Except as may be required by federal, state or local law, rule or ordinance, and except as may be compelled or ordered in conjunction with any legal proceeding, this Agreement does not require the Guarantors to disclose or provide any financial



information, other than the specific information set forth in paragraph five (5) of the Guaranties attached as Exhibits "I-1" and I-2" to the Developer Agreement.

**34.12 Captions.** The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

**34.13 No Waiver.** Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor deprive that party any right thereafter to insist upon strict adherence to that term or any other terms of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

**34.14 Counterparts.** Provided that all parties hereto execute an original of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**34.15 Nature of Parties' Obligations.**

34.15.1 It is understood and agreed that the LLC is acting as an independent contractor in the performance of its services hereunder, and nothing herein shall be deemed to create a joint venture, agency or partnership relationship between the County and the LLC.

34.15.2 The obligation of the County to pay any amounts required under this Agreement shall constitute a revenue obligation of the County payable solely from legally available non-ad valorem revenues of the County and shall not in any way be construed to be a debt of the County in contravention of applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of the County. Neither the County, the State of Florida, nor any political subdivision or agency thereof shall be obligated to pay any sums due under this Agreement from compelled levy of ad valorem or other taxes, and neither the full faith and credit nor the taxing power of the County, the State of Florida or any political subdivision or agency thereof are pledged for payment of such sums due under this Agreement.

**34.16 LLC.** All parties hereto recognize that the LLC is a limited liability company whose sole managers as of the date hereof, are Arthur Fuccillo and Giles Kibbe of the Teams. HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law. All parties hereto agree that no present or future manager or member of this LLC shall have any liability or obligation whatsoever directly or indirectly, personal or otherwise, under this Agreement (other than as set forth in this Agreement as an obligation of the Teams and set forth in the Guaranties, if applicable, attached to the Developer Agreement as Exhibits I-1 and I-2) under any legal or equitable theory. All parties further agree that no manager or member shall directly or indirectly have any liability or obligation under any related agreement or agreement entered into in connection herewith, nor under any related understanding or undertaking, except if and to the extent such manager and member shall have

executed an agreement expressly agreeing to such liability. No party to this Agreement shall name or serve any manager or member in any proceeding, suit or claim in violation of this paragraph. This paragraph shall not preclude any claim against the LLC as a limited liability company. The County agrees that the LLC may, in its sole discretion, convert from a limited liability company to a limited liability partnership or otherwise reorganize its legal structure ("Reorganization") without the necessity of any approval of the County; provided, however, that, (a) following such Reorganization, the Teams are the sole owners of all interests in the reorganized entity (the "Reorganized LLC"), and (b) upon any such Reorganization, the Reorganized LLC shall assume all rights and obligations of the LLC under this Agreement and shall provide County with written evidence of the same.

**34.17 Time is of the Essence.** In all matters concerning or affecting this Agreement, time is of the essence.

**34.18 Annual Appropriations.** The County's performance and obligation to pay under this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**34.19 Construction.** No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any article, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as of the day first written above.

ATTEST:  
SHARON R. SOCK  
CLERK & COMPTROLLER

R2015-1523 OCT 20 2015  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By:

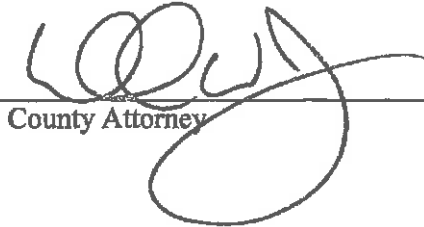
  
Deputy Clerk

  
Shelley Vana, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS

By  
:

  
County Attorney

By:

  
Director,  
Facilities Development & Operations

**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC, a  
Florida Limited Liability Company**

By: *Tom R. McNichols*  
Witness Signature

By: *[Signature]*  
Arthur Fuccillo, Manager

Thomas R. McNichols  
Print Witness Name

By: *Glendia Y. Harvey*  
Witness Signature

Glendia Y. Harvey  
Print Witness Name

**WITNESSES:**

**WASHINGTON NATIONALS  
BASEBALL CLUB, LLC, a Washington,  
DC Limited Liability Company  
SIGNING AS TO SECTION 5.1.2,  
ARTICLE 13, SECTION 16.7, AND  
SECTION 22.3 ONLY**

*Tom R. McNichols*

By: *[Signature]*

Print Name: Thomas R. McNichols

Name: Arthur N. Fuccillo

*Glendia Y. Harvey*  
Print Name: Glendia Y. Harvey

Title: AUTHORIZED REPRESENTATIVE

**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC,  
a Florida Limited Liability Company**

By: *Thomas R. McNickle*  
Witness Signature

By: *Giles Kibbe*  
Giles Kibbe, Manager

Thomas R. McNickle  
Print Witness Name

By: *Glendia Y. Harvey*  
Witness Signature

Glendia Y. Harvey  
Print Witness Name

**WITNESSES:**

**HOUSTON ASTROS, LLC  
a Texas Limited Liability Company  
SIGNING AS TO SECTION 5.1.2,  
ARTICLE 13, SECTION 16.7, AND  
SECTION 22.3 ONLY**

*Thomas R. McNickle*  
Print Name: Thomas R. McNickle

By: *Giles Kibbe*

Name: Giles Kibbe

*Glendia Y. Harvey*  
Print Name: Glendia Y. Harvey

Title: General Counsel

**EXHIBIT A - THE SITE  
LEGAL DESCRIPTION**

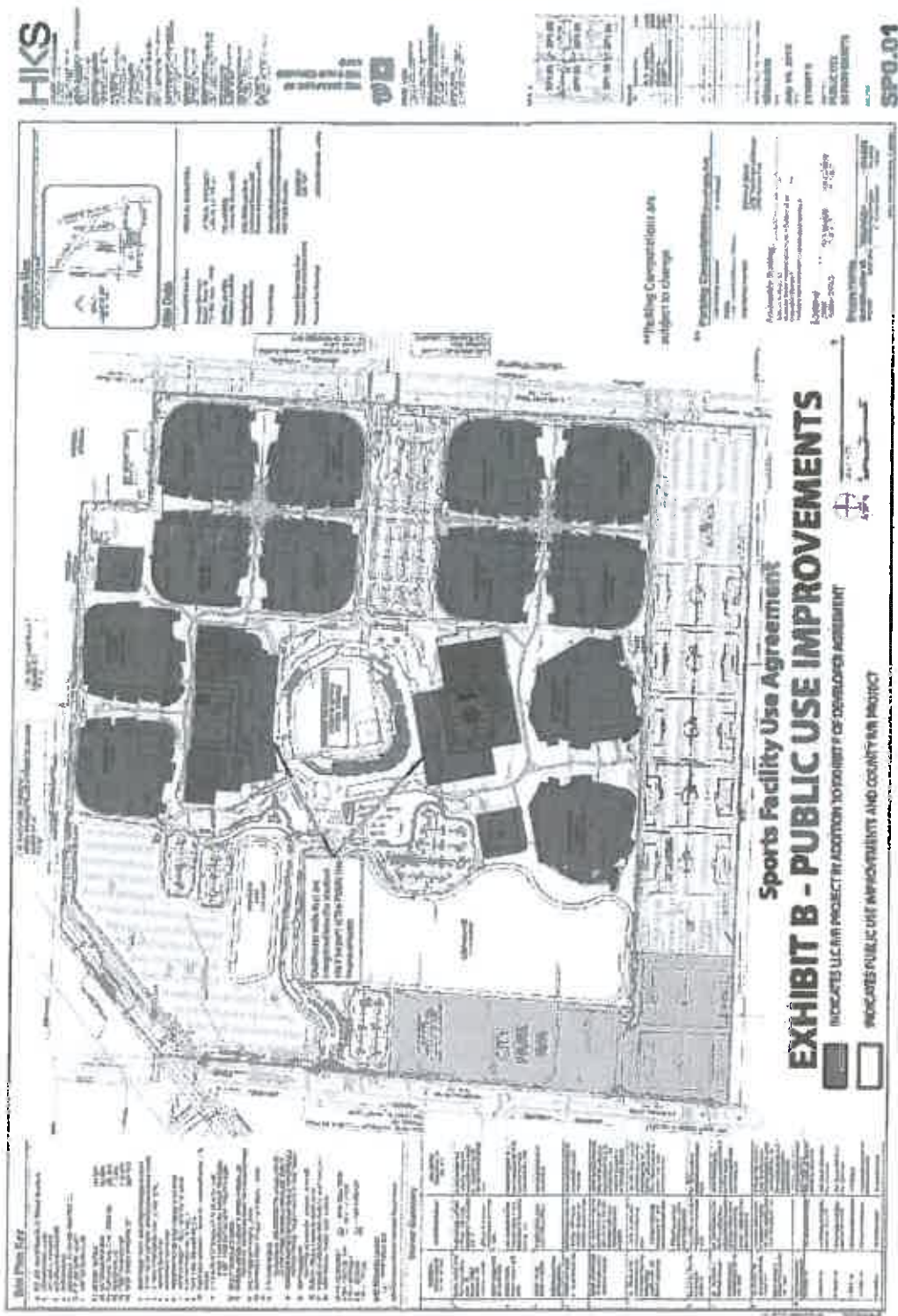
A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID LANDS BEING A PORTION OF THE PLAT OF THE PUBLIC WATER SUPPLY AREA WEST PALM BEACH WATER COMPANY, AS RECORDED IN PLAT BOOK 23, PAGES 149 AND 150 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE S.87°45'40" E., ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 513.11 FEET TO THE NORTHEAST CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, AND BEGINNING; THENCE CONTINUE S.87°45'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 1,674.92 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.01°47'54"W. ALONG THE WEST LINE OF SAID RETENTION AREA, A DISTANCE OF 261.46 FEET; THENCE S.87°47'46"E. ALONG THE SOUTH LINE OF SAID RETENTION AREA, A DISTANCE OF 438.30 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.02°40'54"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 848.33 FEET; THENCE S.03°41'15"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1517.89 FEET; THENCE N.88°08'01"W. ALONG A LINE 50.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2,080.84 FEET; THENCE N.02°27'51"E., A DISTANCE OF 390.13 FEET; THENCE N.86°00'41"W., A DISTANCE OF 217.70 FEET; THENCE N.04°33'50"E., A DISTANCE OF 922.84 FEET; THENCE N.86°00'00"W., A DISTANCE OF 323.67 FEET; THENCE N.04°55'38"E., A DISTANCE OF 175.20 FEET; THENCE N.49°23'30"E., A DISTANCE OF 35.68 FEET; THENCE N.04°55'39"E., A DISTANCE OF 60.01 FEET; THENCE N.40°35'00"W., A DISTANCE OF 51.86 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD, SAID RIGHT-OF-WAY LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1, PER POSTING AND VIEWING AT COUNTY COMMISSION MEETING DATED JULY 5, 1925; THENCE N.04°55'38"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 603.73 FEET; THENCE N.51°47'07"E. ALONG THE SOUTHEASTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, A DISTANCE OF 633.92 FEET TO THE POINT OF BEGINNING.

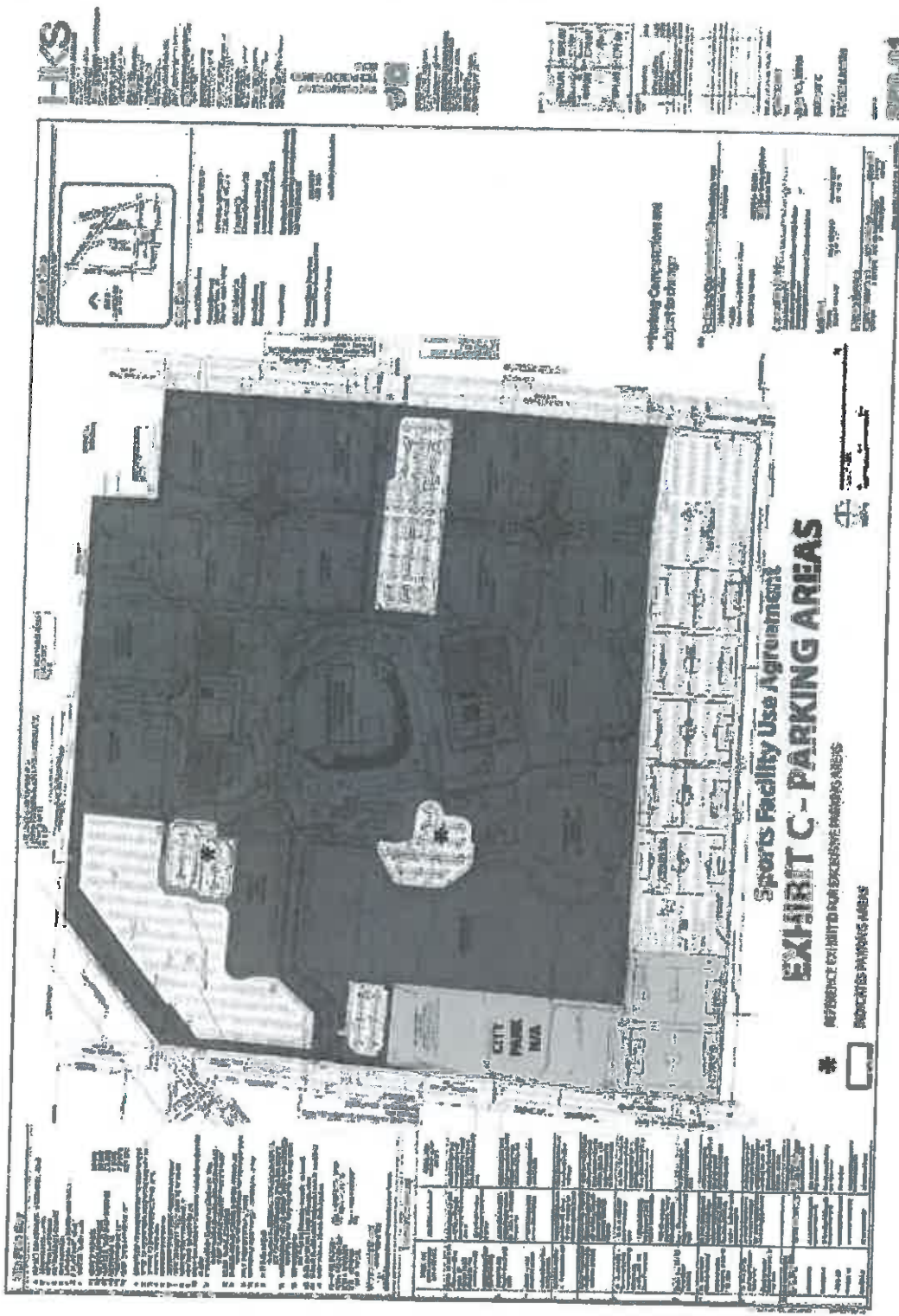
SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.  
CONTAINING 6,160,376 SQUARE FEET/141.423 ACRES MORE OR LESS.



**EXHIBIT B  
PUBLIC USE IMPROVEMENTS**



# EXHIBIT C PARKING AREAS







**EXHIBIT E**  
**LLC RESTORATION AREAS**

The LLC Restoration Areas shall mean any and all items below for any type of loss.

- a. natural or manmade water bodies;
- b. earthened improvements such as, but not limited to landscaping, playing surfaces/subsurfaces and berms;
- c. fencing and netting;
- d. motorized vehicles and motorized equipment whether owned by the County or the LLC;
- e. personal property not attached or otherwise affixed to the Facility whether owned by the County or the LLC; and
- f. personal property attached or otherwise affixed to the Facility, which is NOT either; 1) installed interior to a fully enclosed building structure, 2) attached or affixed exterior to a fully enclosed building structure but is subject to wind loading requirements of the building code, or 3) affixed spectator seating in the stadium bowl (bleachers not included).

For any loss as a result of a wind event only, the County's property insurance will cover; 1) County owned Personal Property which is not affixed to the Facility, and/or 2) Personal Property attached or affixed exterior to a fully enclosed building structure but without being subject to wind loading requirements of the building code; providing that; 1) the specific article of Personal Property can be legally stored within a fully enclosed building structure, and 2) is placed there by the LLC prior to a wind event. It will be the LLC's sole responsibility to provide date and time stamped photographic documentation of the placement of such articles being located in the fully enclosed building structure in order to seek coverage pursuant to the County's property insurance.

**EXHIBIT F**  
**BASEBALL MARKETING ASSETS**

The following assets may be considered by the Teams for inclusion in the Annual Marketing Proposal:

**Social:**

- Social media channels (FB, Twitter, Vine, Instagram, etc.)
- Detail minimum number of posts (FB, Twitter, Vine, Instagram, etc.)
- Expected follower numbers (per channel) (FB, Twitter, Vine, Instagram, etc.)
- Opt-In's and access to share this database
- eNewsletters with fans, season ticket holders, etc
- Distribute our message "Discover the Palm Beaches Florida" to database
- Digital tools for fans (photo booths with email opt-ins)
- Any "giveaway" opportunities. Where fans "Tweet to Win" or similar programs
- Ticketing data with geographic information (access to ticket purchase credit card, zip codes, etc.)
- Players and/or coaches Tweet or Post – expand reach of Discover the Palm Beaches Florida

**Digital:**

- Winter promotions (i.e., January/ February), banner ads, etc. on Team websites pitching the upcoming spring season in the Palm Beaches. TDC will provide Banners
- 15 second Pre-roll videos on team's landing pages

**Broadcast – Radio**

- Define flagship stations
- Outline radio network (multiple stations in listening area)
- English and Spanish speaking stations
- Regular / fulltime color commentators available for "Live Reads" during play-by-play (example: Voice of the Astros... Voice of the Nationals...) Can they become "spokesperson" for The Palm Beaches?
- Sweepstakes/promotions for Fly-a-ways to Spring Training. These can be integrated into digital and social strategies.

**Broadcast – TV**

- Baseball signage behind home plate visibility
- Post-game or coach's shows to discuss Spring Training in the Palm Beaches
- Interview backdrops with Discover the Palm Beaches Florida and Team Logos step & repeat
- Dug out signage in view of cameras

- Regular /fulltime color commentators available for "Live Reads" during play-by-play (Voice of the Astros... Voice of the Nationals...)

#### **Traditional Hospitality, Public Relations**

- Convert these to B-2-B Assets
- Provide use spring training and regular season VIP suites and tickets for familiarization tours in County and in the Home City for travel agents, meeting planners, of Tourist Development Council Agencies
- Provide a minimum of 25 per game w/ amenities and unique "experiences"
- Chance for "Meet and Greet with players and/or coaches
- Coaches and/or players do "sessions" or "clinics" with local youth sports in Palm Beach County organized by Tourist Development Council Agencies (i.e. Little League Baseball clinics

#### **Print**

- Provide Discover the Palm Beaches Florida coverage in Spring Training Programs, and Lineup cards
- Provide Welcome Center materials for the drive market into Florida for Spring Training

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R2015 .1522

**FIRST RESTATED  
DEVELOPER AGREEMENT**

**THIS FIRST RESTATED DEVELOPER AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of OCT 20 2015, 2015 by and between Palm Beach County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (the "County") and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"). The LLC and the County are hereinafter sometimes referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, the County desires to develop and own a Stadium and is responsible for the construction of a Stadium, including two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, to be used by the Washington Nationals and the Houston Astros as their joint spring training facility to be located on certain real property more particularly described on **Exhibit A** attached hereto and made a part hereof by this reference, within the City of West Palm Beach, Palm Beach County, Florida; and

**WHEREAS**, the LLC desires to act as the County's development consultant and to render development consultant services under the terms and conditions set forth herein; and

**WHEREAS**, the County entered into a Developer Agreement on August 18, 2015 (R-2015-1071), as amended by the First Amendment to Developer Agreement (R-2015-1258) dated September 22, 2015, (together the "Original Agreement") with the LLC to carry out the County's development and construction responsibilities whereby the LLC will coordinate and administer all aspects of the design, permitting, construction, development and delivery of the Facility, including, without limitation, the obligations to coordinate, administer, and assume certain rights and obligations with respect to: (a) the Consultants under the Consultant Contracts (as hereinafter defined), and (b) the Contractor under the Construction Contract (as hereinafter defined) for the Facility; and

**WHEREAS**, the improvements to the Site are to be designed and constructed to include the Minimum Requirements as set forth in **Exhibit B** attached hereto and made a part hereof; and

**WHEREAS**, the County and LLC wish to further amend and restate the Original Agreement to clarify certain issues in connection with the implementation of the Original Agreement and to consolidate all amendments, terms, and conditions into this new Agreement.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein contained, the parties intending to be legally bound, hereby agree as follows:

**ARTICLE 1**  
**RECITALS**

The foregoing recitals are hereby incorporated herein, and made a part hereof, by this reference.

**ARTICLE 2**  
**DEFINITIONS**

The following terms shall have the meanings specified in this Article 2 when capitalized and used in this Agreement. Some terms provided herein are used only in the Sports Facility Use Agreement and are included herein for clarity. Capitalized terms not defined in this Article 2 shall have the meanings ascribed to them in this Agreement or in any other Agreement referenced herein. The meanings specified are applicable to both the singular and plural.

**“Actual Costs”** shall mean compensation for Services authorized and performed and either paid or payable by County pursuant to this Agreement and/or pursuant to the Due Diligence Agreement in an amount equal to the LLC’s paid or payable expenditures, without administrative mark-up, but not including Excluded Costs.

**“Affidavit of Disbursement of Previous Payments”** shall mean a form submitted by the Contractor certifying that it has paid all Subcontractors and suppliers for payments made by the LLC to the Contractor from the previous payment application.

**“Affiliate”** shall mean, with respect to the LLC or the Teams, a Person that, directly or indirectly, controls, is controlled by, or is under common control with, the LLC.

**“Agreement”** shall mean this Agreement (including all Exhibits hereto), as it may be amended or supplemented from time to time.

**“Art”** shall mean those improvements installed at the Site and Facility pursuant to the County’s “Art in Public Places” program.

**“Art in Public Places Administrator”** shall mean an employee within the Facilities Development and Operations Department designated by the County and indicated to the LLC as the individual with responsibility to implement the County’s “Art in Public Places” program.

**“Budgeted Amount”** shall mean Five Million and no/100 Dollars (\$5,000,000) until issuance of the County Bonds, and thereafter the Budgeted Amount shall equal the net amount of the County Bond issue plus Five Million and no/100 Dollars (\$5,000,000) which combined, shall equal One Hundred Thirty Five Million and No/100 Dollars (\$135,000,000.00) less Pre-Construction Cost Savings.

**“Buffer Area”** shall mean the area within the South 400’ of the Site to be used as grassed pervious open space, multipurpose athletic fields, and overflow parking as depicted on the Conceptual Plan and described in Section 12.7 of the Interlocal Agreement.

**“Business Day”** shall mean any day, except Saturday, Sunday or any national holiday or any other day recognized by the County as a holiday, or any other day during which County governmental offices are closed.

**“Change Order”** shall mean a written instruction to the Contractor or Consultant authorizing an addition, deletion, or revision to the Work in consideration of an adjustment in the contract sum, contract time, or both. Change Orders may also be necessary to document no cost revisions to specified products or materials.

**“City”** shall mean the City of West Palm Beach, a Florida municipal corporation.

**“City Park”** shall mean the land and improvements as described in **Exhibit I and Section 12.6 of the Interlocal Agreement**.

**“City Park Improvements”** shall mean the facilities and features described in **Exhibit I and Section 12.6 of the Interlocal Agreement** and including the loop trail feature as described therein.

**“City Park Property”** shall mean the approximately 12.2 acres legally described in **Exhibit A of the Interlocal Agreement**.

**“Clerk”** shall mean the Clerk to the Board of County Commissioners, Palm Beach County.

**“Conceptual Plan”** shall mean the general layout of proposed improvements to the Site and the City Park Property including the City Park, Facility and Buffer Area and which is attached as **Exhibit B to the Interlocal Agreement**.

**“Construction Change Directive”** or **“CCD”** shall mean a written order prepared by the architect/engineer of record and issued by the LLC, directing a change in the Work and stating a proposed basis for adjustment, if any, in the contract sum or contract time, or both.

**“Construction Change Proposal”** or **“CCP”** is used by the Contractor in response to a FB itemizing proposed changes in the contract price or time. It also may be used by the Contractor to initiate proposed changes the Contractor deems necessary.

**“Construction Contract(s)”** shall mean the legally binding agreement(s) to be entered into by and between the LLC and the Contractor(s) for the construction of the Facility, or any portion thereof, as such agreement(s) may be amended by the LLC including through a Change Order authorized pursuant to Section 8.5 herein.

**“Construction Savings”** shall mean the amount, if any, remaining in the Program Contingency at the time of Final Completion if the Program Budget does not exceed the Budgeted Amount.



**“Consultant”** shall mean the Planning Consultant, Environmental Consultant, Program Manager, Architectural/Design Consultant, or other professional either individually or collectively as the context shall require, selected either in accordance with the procedures set forth in Exhibit C attached hereto, or otherwise as agreed to between the parties, engaged by the LLC, responsible for planning, permitting, administering and designing the Program, or any portion thereof, pursuant to a Consultant Contract, and such replacement consultant(s) as may be selected as agreed to between the Parties from time to time.

**“Consultant Contract(s)”** shall mean the agreement(s) to be entered into by and between the LLC and the Consultant(s) for the planning, design and construction administration of the Facility, or any portion thereof, as such Consultant Contract may be amended by the LLC through a Change Order authorized pursuant to Section 8.5 herein.

**“Contractor”** shall mean the Construction Manager, duly licensed pursuant to Chapter 489, Florida Statutes, selected in accordance with the procedures set forth in the attached Exhibit C, engaged by the LLC, responsible for constructing the Program, or any portion thereof, pursuant to the Construction Contract, and such replacement contractor(s) as may be selected in accordance with County requirements from time to time.

**“Cost Overruns”** shall mean Program Budget in excess of the Budgeted Amount.

**“Cost Savings”** shall mean; 1) Pre-Construction Cost Savings, 2) savings resulting from participation in the Sales Tax Recovery Program, and 3) Construction Savings.

**“County”** shall have the meaning set forth in the introductory paragraph of this Agreement.

**“County Bonds”** shall mean the County’s revenue bonds to be issued in connection with the Facility in one or more series yielding One Hundred Thirty Million Dollars (\$130,000,000) in net proceeds for development of the Facility and any refunding thereof.

**“County Representative”** shall mean the Director of the County’s Facilities Development & Operations Department, or such other persons as may be designated in writing by the County as its representative or liaison during the Term of this Agreement.

**“Day”** shall mean each 24-hour period beginning and ending at 12:00 midnight Eastern Standard Time and shall include Saturdays, Sundays and all holidays, except that in the event that an obligation to be performed under this Agreement falls on a day other than a Business Day, such obligation shall be deemed due on the next Day that County offices are open for business thereafter.

**“Design Contract”** shall mean the agreement to be entered into by and between the LLC and the Design Professional selected by the LLC for the design of the Facility, or any portion thereof, as such design contract may be amended or replaced from time to time.



**“Design Professional”** shall mean HKS, Inc., or such other design professional as may be selected in accordance with this Agreement.

**“Drawings”** shall have the meaning set forth in the Construction Contract.

**“Due Diligence Agreement”** shall mean the Due Diligence and Planning Services Agreement R-2015-0358, executed on March 10, 2015, between the LLC and the County for due diligence and planning services, as the same may be amended or supplemented from time to time.

**“Effective Date”** shall mean August 18, 2015, the date of the Original Agreement, provided this Agreement has been executed by the Palm Beach County Board of County Commissioners.

**“Effective Termination Date”** shall be seven (7) days after the defaulting party has received written notice of termination.

**“ERP”** shall mean the environmental resource permit issued for the Facility and City Park Improvements as set forth in Section 12.2 of the Interlocal Agreement.

**“Excluded Costs”** shall mean those direct or indirect costs, fees and/or expenses that are not eligible for payment from the Budgeted Amount and that are identified in the attached Exhibit D.

**“Exclusive Parking Areas”** shall mean those areas designated in the Exclusive Use Areas designed for and/or used for the parking of Team related vehicles.

**“Exclusive Use Areas”** shall mean the areas that are identified in Exhibit D of the Sports Facility Use Agreement and are reserved for the exclusive use of the Teams, unless otherwise set forth therein.

**“Facility”** shall mean a professional sports franchise facility for joint spring training of two Major League Baseball teams as well as minor league affiliates, including a stadium, two-team training facilities, practice fields, clubhouses, dedicated on-Site parking areas, and other appurtenances and improvements, intended for use by the Washington Nationals and the Houston Astros and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Site and any off-Site improvements required for regulatory approval.

**“Final Completion”** shall have the meaning ascribed to it in the Construction Contract.

**“FF&E”** shall mean furniture, fixtures and equipment.

**“Field Bulletin”** or **“FB”** shall mean an instruction issued by the Consultant proposing a change in either the drawings or specifications and requesting a proposal from the Contractor. It is not a direction to proceed with the work.

**"Funding Certification Letter"** shall mean a letter from the Florida Department of Economic Opportunity certifying the County pursuant to Section 288.11631, Florida Statutes, as eligible to receive funding for the construction and development of the Facility in the amount of Two Million Dollars (\$2,000,000) per year for a total of Twenty-Five (25) years.

**"GMP"** or **"Guaranteed Maximum Price"** shall mean the cost of the Work required to be performed pursuant to the Construction Contract and including, but not limited to, the Contractor's lump sum fee as set forth in the Construction Contract.

**"Interest Election"** shall mean the LLC's option, available at the time of County Bond sale only if the true interest cost exceeds 4.78%, to either; 1) authorize the County to issue the County Bonds and to increase the LLC's annual Team Improvement Areas Fee payments in an amount equal to the aggregate additional true interest cost of the County Bonds allocable to the LLC due to the higher true interest costs, or 2) elect to terminate this Agreement and reimburse County, either a) 50% of the Actual Costs at the date of termination if no referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, or b) 100% of the Actual Costs at the date of termination during or after a Referendum Period.

**"Interlocal Agreement"** shall mean Agreement R-2015-1075 between the City and the County as the same may be amended or supplemented from time to time.

**"Land Reclamation"** shall mean the actual Work tasks, subject to Section 5.4 herein, associated with the removal and disposal of unsuitable and/or contaminated materials as well as replacement with suitable building materials pursuant to the Construction Contract. Land Reclamation shall not include making any improvements to the Site other than to replace the unsuitable and/or contaminated materials with suitable building materials pursuant to the Construction Contract.

**"LLC"** shall mean HW Spring Training Complex, LLC, a Florida Limited Liability Company, formed under the laws of the State of Florida and validly authorized to do business as a limited liability company under Florida law.

**"LLC Parties"** shall mean the LLC and the Teams and each of their respective members, officers, directors, employees, agents, servants and representatives, of any and all of the foregoing.

**"LLC Restoration Areas"** shall mean any and all improvements and land areas identified in Exhibit E of the Sports Facility Use Agreement, all land areas and property identified as an LLC Restoration Area in Exhibit F hereto, and any personal property, equipment and/or any portion of the Facility damaged as a result of the deviations from County standard design and construction policies identified in Exhibit F hereto, shall be considered LLC Restoration Areas for the purposes of determining financial responsibility for claims including, but not limited to, damage to personal property, damage to the Facility, all property insurance claims and deductible costs and financial responsibility for repairs or restorations to property resulting from said deviations.

**“Major League Baseball”** or **“MLB”** shall have the meaning as set forth in the Sports Facility Use Agreement.

**“Minimum Requirements”** shall mean the minimum programmatic requirements for a Facility, as set forth in **Exhibit B** hereto.

**“Non-Eligible Costs”** shall mean all projected expenditures and costs, other than Excluded Costs, relating to the development of the Site and Facility that are; 1) Cost Overruns, or 2) exceed what the LLC and County have agreed to be standard for Major League Baseball Spring Training Facilities in terms of quantity or quality as of the date the County approves the County Bonds. Except for Cost Overruns attributable to the County pursuant to Section 8.3 hereof, Non-Eligible Costs shall be paid solely by the LLC and shall not be paid from the Budgeted Amount.

**“Operative Agreements”** shall collectively refer to this Developer Agreement, the Sports Facility Use Agreement and the Interlocal Agreement.

**“Parking Areas”** shall mean any areas at the Facility that are not Exclusive Parking Areas and which are intended to be used for the parking of vehicles as identified in **Exhibit C** of the Sports Facility Use Agreement and which may be included in a County Event license agreement, if requested by the County pursuant to Section 5.3 of the Sports Facility Use Agreement.

**“Person”** shall mean an individual, corporation, association, general partnership, limited partnership, limited liability company, trust, unincorporated organization, political subdivision or municipal corporation.

**“Pre-Construction Cost Savings”** shall mean the dollar amount of the difference between One Hundred and Thirty Five Million Dollars (\$135,000,000) and the Program Cost Estimate calculated at the time of County approval of the County Bonds, if the Program Cost Estimate is less than One Hundred and Thirty Five Million Dollars (\$135,000,000).

**“Pre-Land Reclamation”** shall mean activities relating to the Consultant and Contractor gaining access to the Site for the purpose of performing Site investigation and due diligence as needed to prepare assessments, condition reports, and development plans. Activities may include, but are not limited to, subsurface and/or obtrusive exploration and sampling of the soil, surface water, and/or groundwater, installation and abandonment of soil borings and temporary monitoring wells using standard drilling practices and/or direct push technologies and limited emergency response source removal activities.

**“Program”** shall mean the Services required for the design, development and construction of the Facility.

**“Program Budget”** shall mean the total of the Actual Costs and Non-Eligible Costs, but not including Excluded Costs.

**“Program Contingency”** shall mean a specified amount of money within the Program Cost Estimate that can be re-allocated by the LLC to an Actual Cost line item within the Program Cost Estimate without further approval of the County. All funds remaining in the individual line items of the Program Budget for Actual Costs after Final Completion shall be transferred to Program Contingency during the final accounting at the completion of the Program and shall become Construction Savings.

**“Program Cost Estimate”** shall mean the line item breakdown of all projected expenditures for the Services and Work authorized in Article 3 of this Agreement, including the Program Contingency, but not including Excluded Costs.

**“Program Representative”** shall mean the person designated by the LLC and acceptable to the County, who will represent and act on behalf of the LLC.

**“Program Schedule”** shall mean the schedule of events, dates and milestones for the timely completion of the Work prepared by the Contractor and accepted by the LLC in accordance with all requirements of the Construction Contract.

**“Public Laws”** shall mean all applicable federal, state and local laws, codes, ordinances, rules, regulations, standards or orders of any public authority having jurisdiction over the Program, including building, health, labor, safety, licensing, environmental or zoning laws, codes, ordinances, rules, regulations, standards or orders of any such public authority.

**“Public Use Improvements”** shall mean land areas along with all improvements, equipment, fixtures and furnishings that are the County’s renewal/replacement funding responsibility and that shall be identified during the design development phase of the Program and listed on Exhibit B of the Sports Facility Use Agreement, except for any improvements listed on Exhibit F of this Agreement as not being the County’s Renewal/Replacement funding responsibility, even if they are located within Public Use Improvement areas.

**“Purchase Order”** shall mean the County document that is issued by the County to a vendor to contract for the purchase of a product.

**“Reclaimed Water Agreement”** shall mean Agreement R-2015-1073 which sets forth terms and conditions for the extension of a reclaimed water pipeline to the Site and the City’s provision of reclaimed water to the Site.

**“Referendum Period”** shall mean the period of time beginning October 2, 2015 if a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances and ending on the date at which a referendum is held and the results finally determined

**“R/R Project”** or **“Renewal/Replacement Project”** shall have the meaning provided in the Sports Facility Use Agreement.

**“R/R Project Reserve”** or **“Renewal/Replacement Project Reserve”** shall mean two lines in the Program Cost Estimate established pursuant to Section 3.4.7 herein which contain Construction Savings, if any, which upon Final Completion will be allocated to the LLC R/R

Project Reserve and the County R/R Project Reserve in order to fund the initial R/R Project obligations of County and the LLC.

**“Sales Tax Recovery PO”** shall mean a Purchase Order issued by the County pursuant to the provisions of the County’s Sales Tax Recovery Program outlined in the attached **Exhibit E**.

**“Sales Tax Recovery Program”** shall mean the County’s program for recovery of sales tax outlined in the attached **Exhibit E**.

**“SBE Goal”** shall mean a minimum of fifteen (15) percent participation of County certified small business enterprises in the Program.

**“Scope of Work”** shall mean the aggregate of all Work required to complete the Program.

**“Services”** shall mean all of the responsibilities of the LLC as set forth in this Agreement, whether performed by LLC employees, Contractor(s), or by Consultant(s). The County acknowledges the LLC’s responsibilities are limited as described in Section 3.6 herein and exclude those tasks or responsibilities specifically assigned to County under this Agreement.

**“Site”** shall mean the real property legally described in **Exhibit A** attached hereto.

**“Sports Facility Use Agreement”** shall mean the First Restated Sports Facility Use Agreement R-2015-\_\_\_\_\_ between the County and the LLC governing the use, occupancy and operation of the Facility as the same may be amended or supplemented from time to time.

**“Stadium”** shall mean the improvement primarily designed and constructed for Major League Baseball within the Facility in which the Teams will conduct Major League Spring Training Home Games and shall not include any of the Team Improvement Areas.

**“Subcontractor”** shall mean any contractor in privity with any Consultant, Contractor, or any other contractor at any tier.

**“Substantial Completion”** shall have the meaning as set forth in the Construction Contract.

**“TCE”** shall mean the Temporary Construction Easement granted by the City of West Palm Beach to County and the LLC for the construction of City Park and the City Park Improvements contained in **Exhibit I** of the **Interlocal Agreement**.

**“Team(s)”** shall collectively mean the Houston Astros, LLC, a Texas Limited Liability Company and the Washington Nationals Baseball Club, LLC, a Washington, D.C. Limited Liability Company, and their successors and assigns as authorized in this Agreement, and in the singular may refer to either entity individually.

**“Team Improvement Areas”** shall mean the definition ascribed to such term in the Sports Facility Use Agreement.

**"Team Improvement Areas Fee"** shall mean the definition ascribed to such term in the Sports Facility Use Agreement.

**"Term"** shall have the meaning set forth in Article 10 herein.

**"Work"** shall mean all obligations, duties and responsibilities assigned to, or undertaken by, any Contractor(s) required to complete the Program pursuant to all Construction Contract(s).

**ARTICLE 3**  
**SERVICES TO BE PROVIDED BY LLC**

**3.1** All applications for permits and approvals shall require approval of the County Representative or other duly authorized County employee prior to submittal.

**3.2** The LLC covenants to diligently perform the Services outlined below in a commercially reasonable manner consistent with the terms of the Operative Agreements.

**3.3** The LLC shall, either itself, or through the Program Representative:

- A.** act as the County's development consultant for the Facility and shall be responsible for the delivery of the Facility and completion of the Program in accordance to the requirements of this Agreement;
- B.** select Consultant(s) and Contractor(s) to design and construct the Facility in a manner consistent with the requirements of the Consultant's Competitive Negotiation Act (CCNA), F.S. §287.055 and County PPM CW-O-048, if applicable, or via a competitive request for proposals as required by County Code and as further detailed in the attached Exhibit C. The County shall have a voting member on each and every Selection Committee;
- C.** select all other vendors receiving any payment under the Program Cost Estimate, not otherwise subject to the CCNA, in accordance with a competitive solicitation process;
- D.** subject to Article 7 herein, engage (prepare, negotiate and enter into contracts with) and manage qualified Consultants and Contractor(s) to perform due diligence, testing, planning, design, and construction services as may be required in the LLC's discretion. The LLC shall also engage the Consultant(s) and Contractor(s) necessary to provide advice to the County concerning the conveyance of the Site, or portion thereof, to the County;
- E.** subject to Article 7 herein, engage (prepare, negotiate and enter into contracts with) and manage the Contractor(s), Consultant(s) and vendors;
- F.** take all actions necessary and/or required to effectively manage and coordinate all tasks and activities associated with the execution of multiple design and construction teams required to complete the Services;

- G.** comply with all applicable requirements of any and all County Bond resolutions, documents and covenants consistent with the terms of the Operative Agreements;
- H.** require each Contractor to construct all improvements in accordance with County's standard design and construction policies except as otherwise approved by County and specifically included in the attached **Exhibit F**;
- I.** monitor, review and approve the development of drawings and the specifications prepared by the Consultant(s), conduct progress reviews of the drawings and specifications and coordinate such reviews with the Teams;
- J.** observe the Work in progress to ensure that the Work is compliant with the terms of the respective Construction Contract and/or Purchase Orders;
- K.** determine the acceptability of each Consultant's performance under the respective Consulting Contract(s) and each Contractor's performance under the respective Construction Contract(s), and as required take all necessary enforcement action to compel compliance with the terms of each Consultant Contract and each Construction Contract;
- L.** conduct progress meetings and prepare reports (including an executive summary every other month), identifying the percentage of Work completed, the amount paid to each Consultant and Contractor and the remaining balance of each Consultant Contract and each Construction Contract;
- M.** identify and coordinate activities required for Site access and due diligence that must be performed in order for the Program Schedule, Program Cost Estimate, development approval and permit assumptions to be satisfied;
- N.** identify requirements and confirm assumptions for the Program related to Land Reclamation, infrastructure and permitting requirements;
- O.** prepare a Program Schedule based on analysis of existing schedules, programs, goals and objectives;
- P.** develop and maintain a list of dates which are critical for the success of the overall schedule of the Services identified in this Agreement;
- Q.** prepare the line items within the Program Cost Estimate and Program Budget and at appropriate intervals and where necessary, review and assist in preparing revised line items within the Program Cost Estimate and Program Budget;
- R.** update the Program Cost Estimate to specifically coincide with the timing of the GMP and the issuance of County Bonds;



- S.** review preliminary designs for the Facility in order to confirm Program Cost Estimate assumptions;
- T.** review detailed schedules and cash requirement projections;
- U.** provide specific guidance about the proposed Program and uses for the Facility, and ensure that the Program meets or exceeds the Minimum Requirements;
- V.** conduct all activities necessary to prepare applications for governmental permits and approvals and secure such permits and approvals subject to County review and/or approval requirements of this Agreement;
- W.** prepare a list of required governmental reviews and permits/approvals, and engage Consultant(s) to prepare, submit and secure any permits or approvals that are required for the construction of the Facility;
- X.** review and approve the design for the Facility and City Park pursuant to the requirements of this Agreement;
- Y.** conduct design progress meetings with the Consultant(s) and Contractor(s), and County when required or requested/appropriate, as a forum for exchange of information and resolution of design decisions;
- Z.** incorporate County's design and construction standards and approved plans into each Construction Contract as required by the terms of this Agreement and enforce compliance with these design and construction requirements in each Construction Contract;
- AA.** incorporate and enforce requirements in each Construction Contract that, when specified as part of the approved design, each Contractor utilizes new materials and/or equipment (or newly manufactured materials and/or equipment using recycled components), including when such materials and/or equipment are incorporated into the Work, unless otherwise approved by the County; and where materials and/or equipment are not specified as part of the approved design, require each Contractor utilize a high grade of quality for its intended use;
- BB.** review, negotiate and approve the design and pricing of all improvements which will become Public Use Improvements and submit to County for compliance with building standards where comparable standards exist;
- CC.** identify the Parking Areas, Exclusive Parking Areas, Public Use Improvements and the LLC Restoration Areas no later than the conclusion of design development;
- DD.** contractually require and enforce the requirement that the Consultant(s) and Contractor(s) design and construct the Facility to be compliant with the applicable



building codes and American Red Cross ARC Standard 4496 for use of the Facility as a shelter site for the homeless during any periods of declared federal, state, or local emergency;

- EE.** select an artist or artist team to design, fabricate and install integrated Art pursuant to a competitive process approved by County and incorporate the integrated Art into the design and construction, the total value of the integrated Art (including, but not limited to, honoraria, materials, fees, and any other costs associated with the design, fabrication, and installation) being no less than \$800,000;
- FF.** conduct good faith comprehensive constructability reviews and value analysis to reduce the cost of the Program;
- GG.** coordinate with utility service providers for off and on-site water, sewer, gas, electric and telecommunications service, and other service, as appropriate;
- HH.** prepare all documentation and then submit to County for review, processing and approval of all required easements for the Program, including required utility easements for water, reclaimed water, sewer, electric, cable, telephone and other services and obtaining required insurance and indemnification from each Contractor and each Consultant performing Work on easements as set forth in Article 7 hereto;
- II.** conduct meetings with City, regulatory agencies and the community, as may be required to accomplish all Services contemplated in this Agreement;
- JJ.** handle public relations activities related to the Program, including but not limited to, responding to public inquiries, attending public meetings and presenting at community meetings;
- KK.** conduct coordination meetings with City, regulatory agencies and the community, as may be required for the purposes of planning and submitting development and permit applications;
- LL.** prepare a list of required governmental reviews and approvals, and engage Consultant(s) to secure any permits or approvals for off or on-site activities that are required for the construction of the Facility;
- MM.** contractually require and enforce the requirement that each Consultant designs, and each Contractor constructs, all physical improvements to the Site and the City Park Property in accordance with the ERP and as set forth in Section 12.2 of the Interlocal Agreement;
- NN.** implement the Sales Tax Recovery Program including reviewing and certifying each request for payment submitted by contractors and vendors under any Sales

Tax Recovery POs for payment, in accordance with the applicable Sales Tax Recovery POs;

- OO. evaluate phasing options and implications and determine an efficient and economical design and construction option consistent with the Minimum Requirements;
- PP. monitor each Contractor's request for Change Orders and notify the County and the Teams of any changes that may affect the operations or maintenance of the Facility;
- QQ. provide funding for Non-Eligible Costs, unless same are attributable to the County pursuant to Section 8.3 hereof, and the payment of such Non-Eligible Costs shall be guaranteed by the Guaranties attached to this Agreement as Exhibits I-1 and I-2;
- RR. ensure that all Public Use Improvements and non-Public Use Improvements are reported, inventoried, tagged and recorded in accordance with the requirements of the Construction Contract;
- SS. cause the filing by others of all required reports, certifications and similar documents;
- TT. establish operating procedures;
- UU. develop a transition plan from development to operations;
- VV. upon request of the Contractor(s) and Consultant(s), the LLC shall review the request, and if approved, execute a certificate of Substantial Completion accepting the Program as sufficiently complete for the LLC to use the Facility for its intended purposes, and thereafter, when the LLC is satisfied that all Work under the Construction Contract is complete and in accordance to the requirements of the Construction Contract, the LLC will make final payment and accept the Program as complete as set forth in the Construction Contract;
- WW. perform all of County's obligations pertaining to the terms of the Reclaimed Water Agreement between County and City except for the responsibilities for the specific design, permitting, management and construction identified in Exhibit E of the Reclaimed Water Agreement; and
- XX. fund, from the Budgeted Amount, all of the obligations of the County pertaining to the terms of the Reclaimed Water Agreement, including those performed by the County pursuant to Section 3.3 WW.

3.4 During the Term of this Agreement, the County may, from time to time, request in writing that the LLC perform certain services for the Program in addition to those set forth in

Article 3 of this Agreement (the "Additional Services"). The scope of, and compensation to the LLC for, any such Additional Services shall be mutually acceptable to the County and the LLC, shall be set forth in a written amendment to this Agreement executed by both parties and shall be governed by the terms and conditions of this Agreement, unless otherwise provided in such amendment.

**3.5** The LLC shall have no obligation or responsibility to fund or provide the work outlined in this Section 3.5, but may participate with County, in regard to the following:

- A.** securing the conveyance of the Site to the County;
- B.** providing legal services to the County; or
- C.** arranging for, or providing for, County Bond financing for the Budgeted Amount.

**3.6** County acknowledges that LLC is providing the Services described in this Article 3 as a development consultant and not as a licensed general contractor, architect or other licensed professional. However, the LLC will engage and contractually require licensed professionals to complete the Work in accordance with the requirements of this Agreement, and will enforce such contracts and administer any claims process associated with such contracts as set forth herein. LLC shall require each Contractor and each design Consultant to provide customary warranties, will enforce said warranties and will name the County as a third party beneficiary of all such warranties. The foregoing notwithstanding, the LLC shall be obligated to enforce the provisions of each Consultant Contract and each Construction Contract as set forth herein.

**3.7** THE LLC SHALL PERFORM THE DUTIES AND OBLIGATIONS AS CONTAINED IN SECTIONS 3.3 AND 3.6 HEREIN. THE LLC DISCLAIMS ANY AND ALL WARRANTIES RELATED TO THE WORK, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, WORKMANSHIP, CONSTRUCTION OR PHYSICAL CONDITION OF THE FACILITY AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY CONTAINED THEREIN, REGARDLESS OF WHETHER THE WARRANTIES ARISE FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW, STATUTORY LAW OR OTHERWISE.

#### **ARTICLE 4**

##### **LLC SERVICES RELATED TO THE INTERLOCAL AGREEMENT**

**4.1** Except as otherwise set forth in Article 5 hereof, the LLC shall assume and have sole responsibility for each of the following:

- A.** All of County's obligations set forth in Section 4.2 of the Interlocal Agreement;
- B.** All of County's obligations set forth in Section 12 of the Interlocal Agreement including Section 12.6 of the Interlocal Agreement pertaining to the design, development and construction of City Park and the City Park Improvements and in accordance to the ERP;

- C.** All of County's obligations set forth in **Exhibit I of the Interlocal Agreement (Temporary Construction Easement)**;
- D.** All of County's obligations, responsibilities and rights associated with the **Access Easement described in Section 10.3.1.3 and Exhibit E of the Interlocal Agreement**;
- E.** All of the County's obligations, responsibilities and rights associated with the **License Agreement described in Section 10.3.1.4 and Exhibit M of the Interlocal Agreement**; and
- F.** All of the County's obligations, responsibilities and rights associated with **Section 10.3.2.4 of the Interlocal Agreement**.

**4.2** The LLC's performance of the obligations identified in this Article 4 is subject to the following conditions;

- A.** The LLC shall not accept any conditions, approvals or permits that; 1) run with the land, 2) present on-going financial cost, obligation or responsibility, or 3) that are inconsistent with, or require changes to the **Operative Agreements**, without the express written approval of County, and
- B.** The LLC must first obtain County approval of any document that is to be submitted to the City pursuant to the Interlocal Agreement and the LLC shall provide a copy of the approved submittal to the County at the time of delivery to the City.

**4.3** It is expressly intended that the LLC will assume and independently fund the obligations of County as identified in Section 4.1 herein. The LLC shall establish the processes and procedures necessary to ensure the separation of accounting for Services related to the City Park, including, but not limited to, program management, design, permits and approvals, construction, construction administration, equipping, and providing the appropriate insurance obligations, so that the LLC and the County are able to legally demonstrate that no County monies were expended on the City Park. At a minimum, the LLC shall direct the accountant with responsibility for preparing the payment requisitions, to; 1) maintain separate records and books for the Facility and City Park, and 2) maintain separate agreements for the Services related to City Park.

**4.4** The LLC shall have the right to negotiate, to approve and to execute in its name, all contracts and agreements for the services and work performed for the development of City Park, including, without limitation, the Consultant(s) Contracts and the Construction Contract(s), provided that the LLC complies with the provision of Sections 3.3 (B), (C) and (D) and Article 7 herein.

**4.5** The LLC shall provide County with copies of all FBs, CCPs and Change Orders which County shall review for consistency with the obligations of the Interlocal Agreement and this Agreement.

**4.6** The LLC will contractually obligate the Consultant(s) and the Contractor to name the County and the City of West Palm Beach as co-obligee on the Contractor's §255.05, Florida Statutes, public construction bonds for all work related to the development of the City Park. In addition, any Consultant or Contractor performing work related to the development of the City Park shall name the County and the City as additional insured under any required insurance policies, and also indemnify and hold the City and County harmless under any required indemnity provisions of the Consultant Contract(s) and the Construction Contract(s). The provisions of this paragraph shall also apply to any Subcontractor performing work related to the development of the City Park.

## **ARTICLE 5** **COUNTY RESPONSIBILITIES**

### **5.1 Permit and Development Approval Applications**

All applications for permits and approvals shall require approval of the County Representative or other duly authorized County employee prior to submittal.

### **5.2 Conditions of Approval/Expenses not in Program Cost Estimate**

All conditions of permits or approvals which run with the land and/or require an expense not covered by the Program Cost Estimate require the approval and/or execution by the same individual as in Section 5.1 herein.

### **5.3 Peer Review**

Notwithstanding any of its responsibilities identified in this Agreement and without assuming any responsibility for the design and/or performance of the Consultants, the County reserves the right, but not the obligation, to contract for its own consultant or contractor to review the in-progress design documents for general compliance with the terms of this Agreement, design efficiency, cost effectiveness, and compliance with County building standards. Unless the LLC requests in writing that the County contract with a consultant or contractor to perform a portion of its responsibilities pursuant to this Agreement, the cost of any peer review conducted by the County as provided in this Section 5.3, will be an Excluded Cost and paid by County. If requested by the LLC, the cost of the peer review conducted by County will be paid from the Budgeted Amount. The decision to contract with a consultant or contractor to perform a portion of the County's responsibilities pursuant to this Agreement is in the County's sole discretion.

### **5.4 Consider Request to Commence Land Reclamation**

Land Reclamation activities shall not commence until the LLC has obtained the approval of the County pursuant to this Section 5.4. After the Pre-Land Reclamation is concluded, the County shall consider any requests from the LLC to proceed with Land Reclamation. Any request to proceed with Land Reclamation activities shall be accompanied by all pertinent studies and evaluation, permits and identification of all off-site disposal locations for unsuitable (pursuant to the Construction Contract) and/or contaminated materials found on the Site. If the LLC desires to re-use or re-cycle any landfill materials found on the Site as part of the Facility and/or Site, it

must specifically identify the materials, how they will be processed (if at all) prior to re-use and the location of the proposed re-use. If the LLC is authorized to proceed with Land Reclamation, the approval shall be reduced to writing and may contain conditions relating to the authorized activities, including any approved deviations from the requirements of the County's standard Construction Contract.

**5.5 Meetings**

The County, at its option, may attend any meeting scheduled by the LLC relating to the Program, except those between the LLC and/or its representatives and legal counsel that may be considered attorney-client privileged.

**5.6 Make Payments**

The County shall timely pay all Actual Costs for the Services authorized in Article 3 hereof from the Budgeted Amount, including Actual Costs for the Services authorized retroactive to February 3, 2015, in accordance with the payment and requisition procedures set forth in Section 9.3 and Exhibit G of this Agreement, including any and all compensation requested by the LLC for the Consultants and Contractor to be paid by County pursuant to the terms of this Agreement. Payments shall not exceed the Budgeted Amount, shall be disbursed by the Clerk, and shall be payable in accordance with the requirements of the Clerk's Office and the requisition procedures.

**5.7 County Coordination with City**

In relation to those issues in which it is necessary to coordinate with the City, the County shall use good faith efforts to:

- A. Secure the conveyance of the Site from the City of West Palm Beach to the County; and
- B. Secure a Temporary Construction Easement for access to develop the City Park Property.

**5.8 Other Responsibilities**

5.8.1 The County shall have the following additional responsibilities:

- A. Use good faith efforts to obtain a Funding Certification Letter and to execute an agreement with the State pursuant to Florida Statute § 288.11631. The County shall use the funds received from the State pursuant to Florida Statute §288.11631 solely to pay or pledge for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the construction or renovation of the Facility, or for the reimbursement of such costs or the refinancing of bonds issued for such purposes.
- B. Provide funding for Cost Overruns attributable to County as set forth in Section 8.3 hereof.

- C. Cooperate with the LLC in coordinating the procurement and placement of off-Site directional signage, along Palm Beach County roadways and along I-95, with the Florida Department of Transportation and other authorities.
- D. The County shall reasonably expedite any actions or approvals requested or required of the County in connection with the Program, and except as otherwise provided in this Agreement, all such actions or approvals shall not be unreasonably withheld, conditioned or delayed. The County shall not act, or fail to act, in a manner that would cause, or would reasonably be expected to cause, the completion of the Program to be delayed. The County shall provide assistance to and use reasonable efforts to cooperate with the LLC in the performance of this Agreement. Nothing in this Section shall be construed to require either party to violate any valid and enforceable Public Laws.
- E. The County shall perform the obligations assigned to County for design, permitting, management and construction of the improvements contained in Exhibit E of the Reclaimed Water Agreement.

5.8.2 Throughout the Term, the LLC shall be granted, for the LLC and their invitees, uninterrupted access to and egress from the Site (including access to and egress from all areas owned, licensed or otherwise controlled by the County) and the right to enter the Site to the extent reasonably necessary for the LLC to exercise its rights and perform its obligations under this Agreement.

## **ARTICLE 6**

### **PROGRAM MANAGEMENT**

6.1 An organizational chart for the LLC's Program team is set forth on Exhibit H hereto. The LLC shall inform County in writing, of the name, email address and telephone number(s) of its Program Representative, together with a clear definition of the scope of his authority to represent and act for the LLC and shall specify any and all limitations of such authority. The LLC shall keep the County informed of any subsequent changes in the foregoing.

6.2 The Program Representative is responsible for administering all required work at the Site and a representative of the Program Representative shall be at the Site when the construction of improvements is in progress. All notices, determinations, instructions and other communications made or given by the Program Representative shall be binding upon the LLC; provided however, notwithstanding the foregoing, only the managers of the LLC shall have the authority to bind the LLC with respect to; (a) modifications or amendments pertaining to this Agreement, (b) modifications or amendments pertaining to the Consultant Contract(s), and (c) modifications, amendments, or Change Orders pertaining to the Construction Contract(s).

6.3 If, at any time during the term of this Agreement, the then current Program Representative becomes unacceptable to the County, upon written notice from the County the



LLC shall replace the unacceptable Program Representative with a Program Representative acceptable to the County.

**6.4** The Program Representative shall invite the County Representative to each and every meeting scheduled with the City or governmental regulatory agency, including, but not limited to, all meetings relating to permitting or approvals. The LLC shall provide the County with advance notice of any regularly scheduled Program meetings. The Program Representative shall invite the County Representative to each and every meeting scheduled with every Consultant and the Contractor or any Subcontractor, except those meetings relating directly to the construction of City Park or the City Park Improvements.

**6.5** The LLC shall not self-perform any physical construction at the Site pursuant to this Agreement. Furthermore, the LLC shall not perform, and nothing contained in this Agreement shall be construed to require the LLC to perform, any activity or service which would require a license, a certificate of authorization, certification or registration under Chapters 471, 481 or 489, Florida Statutes.

**6.6** Except as otherwise specifically provided in this Agreement, the County agrees that the LLC shall make all decisions relating to the design, construction, development and delivery of the Facility and Program.

**6.7** The LLC shall reasonably expedite any actions or approvals requested or required of the LLC in connection with the Program, and except as otherwise provided in this Agreement, all such actions or approvals shall not be unreasonably withheld, conditioned or delayed. The LLC shall not act, or fail to act, in a manner that would cause, or would reasonably be expected to cause, the completion of the Program to be delayed. The LLC shall provide assistance to and use reasonable efforts to cooperate with the County in the performance of this Agreement. Nothing in this Section shall be construed to require either party to violate any valid and enforceable Public Laws.

**ARTICLE 7**  
**CONTRACTS**

**7.1** The LLC agrees to abide by County's Small Business Enterprise and Local Preference policies as set forth in Palm Beach County Code Sections 2-80.21 through 2-80.34 and Sections 2-80.41-44, 2-80.46, 2-80.47, as amended, with an SBE Goal of 15% for the Program. In order to meet the established goals and comply with the requirements of the policies, the LLC will use the selection processes and forms described in this Article 7.

**7.2** The LLC shall have the right to negotiate, to approve and to execute in its name, all contracts and agreements for the Facility, including, without limitation, the Consultants Contracts and the Construction Contracts provided that the LLC:

- A. Selects the Consultant(s), Contractor and vendors as set forth in **Exhibit C** and Section 3.3(B), (C) and (D), as applicable;



- B.** Uses a form Consultant and Contractor Agreement that is substantially similar to County's standard contract for the applicable service and specifically including the requirements of the County's Small Business Enterprise and Local Preference policies as set forth in Palm Beach County Code Sections 2-80.21 through 2-80.34 and Sections 2-80.41-44, 2-80.46, 2-80.47, as amended as well as the specific language required by any State or Local law;
- C.** Uses a form artist agreement that is substantially similar to County's standard artist agreement for the design, fabrication and installation of Art procured in accordance with Section 3.3(EE) hereof;
- D.** Requires all types of insurance in amounts equal or greater than the County standard for all Consultants, Contractors, and any other entities performing any portion of their respective Work at the Site;
- E.** Requires a payment and performance bond, where required by Florida Statutes §255.05 on the County's form and from a surety meeting the County's requirements;
- F.** Names the County as additional insured and/or third party beneficiaries to all insurance policies and co-obligees on all bonds;
- G.** Indemnifies and holds harmless the County using standard indemnity provisions found within the contracts identified in Section 7.2(B) and 7.2(C) above; and
- H.** For the sole purposes of determining compliance with the requirements of the Agreement and to allow the County to set up the necessary payment accounts, secure the approval of the Director, Facilities Development & Operations, or designee, on each and every Consultant Contract and Construction Contract. Such approval shall be proof that the requirements of this Section 7.2 are met.

**7.3** The LLC shall ensure that each Consultant Contract and Construction Contract has the requirement that the Consultant and Contractor deliver to the County Representative, such documents and materials received by, and in the possession of, the LLC, prepared by the Consultant and the Contractor pursuant the Consultant Contract or the Construction Contract, as the case may be, or pursuant to any other agreement related to the Program, as the County may reasonably request. All drawings, maps, sketches, programs, data bases, reports and other data developed, or purchased, under this Agreement or any agreement related to the Program, by or from the Consultant or the Contractor, and received by the LLC, shall be and remain the County's property.

**7.4** The LLC represents that all sub-consultant agreements entered into shall incorporate the requirements set forth in Section 7.2 above, and further warrants that the County is an intended express third party beneficiary of any such subcontract.

**ARTICLE 8**  
**PROGRAM COST ESTIMATE and PROGRAM BUDGET**

**8.1 Creation of a Program Cost Estimate.**

8.1.1 The LLC shall create a Program Cost Estimate. Prior to the issuance of the County Bonds, the LLC shall submit the form and structure of the Program Cost Estimate for approval by the County. The County's approval shall be for compliance with the requirements of this Agreement as well as the form and practicality of monitoring and implementation throughout the term of the development of the Facility.

8.1.2 The Program Cost Estimate shall specifically identify the line items reflecting the anticipated Actual Costs, which include Program Contingency lines and Non-Eligible Costs, in accordance to County's specific requirements.

8.1.3 The LLC shall designate which Consultant will be responsible for the management of the Program Cost Estimate and the Program Budget.

8.2 The Consultant identified to create and manage the Program Cost Estimate and the Program Budget shall maintain a separate budget with detailed expenditures relating to the development of City Park and the City Park Improvements.

**8.3 Cost Overruns.**

The LLC will be responsible for Cost Overruns, except to the extent: (a) the County imposes a program requirement in excess of the Minimum Requirements that results in a Cost Overrun; or (b) the County breaches any of the Operative Agreements or any agreements relating to bond financing for the Program, which breach results in a Cost Overrun. In the event that either of the foregoing causes occurs, the County shall pay a proportionate share of any such Cost Overrun, which proportion shall be equal to the extent to which the Cost Overrun was caused by the County. Any payment by the LLC for Cost Overruns shall be not be deemed a payment for use of any portion of the Facility, but rather an equity contribution.

**8.4 Cost Savings**

8.4.1 The County and the LLC shall use good faith efforts to achieve Cost Savings through the various stages of the Program and shall allocate the Cost Savings as set forth herein.

8.4.2 The County and the LLC will work together throughout the design of the Facility to ensure; 1) the design and specifications reflect the materials typically installed in professional sports stadium facilities, 2) that quantities of features are generally comparable to other professional stadium facilities, 3) that Public Use Improvements are designed to County standards where comparable standards exist, 4) that any recycled and/or re-used materials are considered, when appropriate, and that 5) specified building equipment and materials are of types and installation details typical to South Florida. The County shall conduct design reviews to ensure consistency with the above listed requirements and to identify opportunities for Pre-Construction Cost Savings as follows:

- A.** The LLC shall invite County to participate in any meetings it believes appropriate to facilitate the identification of Cost Savings. The County shall be allowed to participate in any meetings and/or discussions that the County believes appropriate to facilitate Cost Savings.
- B.** The LLC will provide County with electronic access to design submittals (schematic design, design development, construction documents and corresponding cost estimates) and provide County with copies of the design submittals as requested by County. The LLC shall work with County, including meeting with County and inviting County to design review meetings, in order to facilitate County review of design submittals, including plans, specifications and schedules. The LLC shall provide County with written reports detailing all comments resulting from such interim submittal reviews. The County shall review and provide comments to the LLC upon receipt of the estimates of probable construction cost as prepared by the Contractor. The County may make recommendations to advise the LLC where the estimate of probable construction cost could be reduced in order to achieve Pre-Construction Cost Savings.
- C.** The LLC shall review all comments of County as it relates to the design submittals and probable construction costs to ensure the LLC addresses each comment and incorporate changes approved by the LLC, if any, into the Program Cost Estimate.
- D.** Pre-Construction Cost Savings will be identified and allocated no later than the time of County Bond approval by the County.

**8.4.3** Pre-Construction Cost Savings will be shared between the County and the LLC, on a pro rata basis of the total cost of the Program over the term of this Agreement. The County's share will be calculated based upon the combined State and County's contribution to reduce the Budgeted Amount. The LLC's share shall reduce the LLC's total payment obligation to County as set forth in Section 6.5.2 of the Sports Facility Use Agreement, which shall be applied proportionately to reduce all Team Improvement Areas Fee payments, during the term of the Sports Facility Use Agreement.

**8.4.4** The LLC shall implement the Sales Tax Recovery Program pursuant to the policies and procedures set forth in Exhibit E attached hereto. It shall be the responsibility of the Program Representative to seek the advance approval of the County Representative on whether a commodity is eligible for purchase pursuant to the Sales Tax Recovery Program. The Program Representative will be responsible for processing all Sales Tax Recovery Change Orders and Sales Tax Recovery PO's. The County will respond within ten (10) business days of receipt of properly completed Sales Tax Recovery PO's. To the extent that the County receives any proceeds in accordance with Section 2.1.13 of Exhibit E hereto, the County agrees that said proceeds shall be utilized to replace any commodity purchased under the Sales Tax Recovery Program, unless otherwise agreed to by the County and the LLC.

8.4.5 All savings resulting from participation in the Sales Tax Recovery Program will be credited to the Program Contingency in the Program Cost Estimate.

8.4.6 The Parties acknowledge that the costs of any particular line item for Services will vary from the number identified in the Program Cost Estimate. If the contracted cost of the particular Service is less than that identified in the Program Cost Estimate, then the LLC shall credit the difference to the Program Contingency ("Buy-Out Savings"). If the contracted cost of the particular Service is more than identified in the Program Cost Estimate, then the LLC shall first debit the Program Contingency, and once the Program Contingency is exhausted, the difference will be considered a Cost Overrun.

8.4.7 Construction Savings shall be deposited into the R/R Project Reserve and allocated one-third (1/3) to the County R/R Project Reserve and two-thirds (2/3) to the LLC's R/R Project Reserve, to provide initial funding for Renewal/Replacement Projects pursuant to the Sports Facility Use Agreement. To the extent the savings relate to facilities financed with the proceeds of County Bonds the interest on which is excluded from gross income of the holders thereof for federal income tax purposes (the "Tax-Exempt Bonds"), the County will seek an opinion of Bond Counsel to the effect that such application of the proceeds of such Tax-Exempt Bonds shall not, in and of itself cause interest on the Tax-Exempt Bonds to be included in the gross income of the holders thereof for federal income tax purposes.

## **8.5 Change Orders**

8.5.1 The LLC shall provide County with a monthly report listing of all FBs, CCPs, Contingency Use, CCDs, and Change Orders with sufficient details to enable County's review of each of the above, for consistency with the terms of this Agreement.

8.5.2 Changes to the Consultant(s) and Contractor Scope of Work shall be authorized by the Program Representative pursuant to its standard practice and copies of such Change Orders shall be provided to County with each pay application.

8.5.3 The LLC is required to obtain County approval on any Change Order that: 1) significantly changes the general scope, extent or character of the Program or its design including, but not limited to, changes in size or character of construction; 2) modifies specified equipment and/or substitutes materials in Public Use Improvements; and/or 3) changes the Art component, which Change Orders may be granted or denied in County's discretion. County may review other Program changes as deemed appropriate in County's discretion.

## **ARTICLE 9 COMPENSATION FOR SERVICES**

9.1 The County shall timely pay any and all Actual Costs required to be paid by it to the LLC pursuant to the terms of this Agreement, which payments shall be made in accordance with the provisions of this Agreement.

**9.2** The County shall only be required to pay for Actual Costs not exceeding the Budgeted Amount, retroactive from February 3, 2015. Except as otherwise provided in Section 8.3 for Cost Overruns attributable to County, under no circumstance shall the County pay for any other costs of the Program.

### **9.3 Requisition Process**

**9.3.1** On or before the fifth (5<sup>th</sup>) Day of each month, the LLC shall be entitled to submit to the County a payment certification and requisition for Actual Costs incurred, which shall include a copy of the Consultants or Contractor application for payment, certified by the LLC and the applicable Consultant or Contractor in accordance with the requirements of Exhibit G attached hereto. The LLC agrees to deliver to the County such back-up materials as the County may reasonably require, and which the LLC has reasonable access to obtain. Unless the County disputes all or a portion of any charge set forth in said payment certification and requisition, the County shall make payments to the LLC in the amounts due to: (a) the Consultant, pursuant to each Consultant Contract; and (b) the Contractor, pursuant to each Construction Contract; within 30 days from the date of receipt of a complete payment certification and requisition from the LLC. The Contractor's application for payment must also be accompanied by the Affidavit set forth in Section 9.3.2 below. To the extent that the County disputes all or part of the payment requested by the payment certification and requisition, the County shall make partial payment of the non-disputed amount and provide notice of the disputed amount and reason for the dispute to the LLC within ten (10) days of receipt of the payment certification and requisition. Said notice shall be considered the initial notice of the dispute resolution procedure set forth in Section 14.1 hereof, and the parties agree to follow the dispute resolution procedure to resolve any such payment disputes.

**9.3.2** With each payment certification and requisition submitted to the County, the LLC shall deliver to the County from each Contractor(s) or Consultant(s) for which payment is requested, as the case may be, fully executed Affidavit of Disbursement of Previous Payments in the amount of the immediately prior payment for the applicable Contractor or Consultant, as the case may be, excepting any claims that remain in dispute. The County shall not release payment for any portion of the Services performed by the Consultant(s) or the Contractor(s), as the case may be, unless the payment certification and requisition submitted to the County is accompanied by the Affidavit of Disbursement of Previous Payments for the Consultant(s) or the Contractor. However, the County may, but shall not be required to, make payments on account of the respective Construction Contract or Consultant's Contract without such affidavit, if the Contractor or Consultant presents to the LLC, and the LLC presents to the County, a consent of surety to such payment, from the Contractor's or Consultant's surety, in form acceptable to the County.

**9.4** The receipt of such payment by the LLC is hereby deemed to be a condition precedent to the LLC's obligation to transmit payments to the Consultant(s) or the Contractor(s). In the event that the County fails to make payment to the LLC in the entire amount of any payment certification and requisition submitted by the LLC, the LLC shall only be obligated to transmit payment to the Consultant(s) or the Contractor(s) in the amount actually received from the County. Notwithstanding the above, the receipt of payment from County is not a condition

precedent to the extent the payment request represents payment to a Consultant(s) or Contractor(s) attributable to a Cost Overrun payable by the LLC pursuant to Section 8.3 herein.

9.5 Upon receipt of payment from the County with respect to any payment certification and requisition, the LLC shall transmit payment to the Consultant or the Contractor, in the exact amount received from the County within five (5) Business Days from the date of the LLC's receipt of such payment from the County.

## **ARTICLE 10**

### **TERM AND TERMINATION**

**10.1** The term of this Agreement shall commence on the Effective Date, shall amend and replace the Developer Agreement (R2015-1071) and shall continue until the earlier of; (a) full completion of all Services and payments contemplated under this Agreement; (b) the date of termination of the Interlocal Agreement if terminated prior to the closing as described in Section 10 therein; (c) the date of the termination of the Sports Facility Use Agreement; or (d) the date of the termination of this Agreement, pursuant to the terms hereof (the "Term").

**10.2** The LLC shall have the right to terminate this Agreement:

- A.** For any reason prior to the sale of the County Bonds, subject to repayment of One Hundred Percent (100%) of the Actual Costs paid to the LLC pursuant to the Due Diligence Agreement and this Agreement.
- B.** Pursuant to the Interest Election, subject to the LLC reimbursing the County fifty percent (50%) of the Actual Costs paid to the LLC pursuant to the Due Diligence and Planning Services Agreement and this Agreement. Notwithstanding the prior sentence, if the election occurs after all conditions precedent to issuance of County Bonds have been fulfilled except that a referendum is required pursuant to Section 2-31(27)(f) of the City Code of Ordinances, and the election occurs during or after a Referendum Period, then the LLC shall reimburse the County 100% of the Actual Costs at the date of termination.
- C.** In the event any of the conditions precedent set forth in Section 17.1 are not satisfied or waived by March 1, 2016, the provisions of Sections 17.2, 17.3 and 17.4 shall control the LLC's right to terminate this Agreement.
- D.** In the event of termination pursuant to Section 10.2 hereof, payment by the LLC to the County shall be made to County within thirty (30) days of receipt of substantiated bills from County.

**10.3** The County shall have the right to terminate this Agreement:

- A.** For any reason prior to the issuance of the County Bonds, subject to the County making payment to the LLC for Actual Costs accrued to the date of termination of this Agreement. The County shall only be obligated to pay the LLC, and the LLC



shall only be entitled to receive from the County, all Actual Costs accrued to the date of the termination of this Agreement.

- B. In the event any of the conditions precedent set forth in Section 17.1 are not satisfied or waived by March 1, 2016, the provisions of Sections 17.2, 17.3 and 17.4 shall control the County's right to terminate this Agreement.

10.4 The following provisions shall survive termination of this Agreement: Articles 11, 13 and 15, and Sections 4.1A, 4.1D, 12.3, 19.3, 19.4, 19.7, 19.8, and 19.16, **Exhibit F** and **Exhibit J** hereto.

10.5 The Sports Facility Use Agreement shall terminate simultaneously with the termination of this Agreement, pursuant to Sections 10.1(b) or (c), 10.2, or 10.3 hereof, subject to the survival of any provisions which either specifically survive termination or which, by their nature are intended to survive. Termination shall be effective on the Effective Termination Date.

#### **ARTICLE 11** **GUARANTY**

The Teams shall individually guaranty all of the LLC's obligations under this Agreement pursuant to the attached **Exhibits I-1 and I-2**.

#### **ARTICLE 12** **INSURANCE AND INDEMNIFICATION**

##### **12.1 Teams Insurance**

12.1.1 The LLC shall cause the Teams to secure and maintain during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

- A. **Worker's Compensation.** Insurance covering all Team employees including coaching staff and players) meeting statutory limits in compliance with the applicable state and federal laws.
- B. **Commercial General Liability.** Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.

- C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the Team with minimum limits of no less than \$1,000,000.00 per accident.

## **12.2 LLC Insurance**

12.2.1 In addition to the requirements of Section 7.2(D) hereof, the LLC shall secure and maintain, or shall cause to be secured and maintained, during the Term, at no cost to the County, the following coverages covering its operations hereunder, provided however, that if the obligations are met by an Umbrella Policy, such policy shall be as broad as the primary:

- A. Workers' Compensation. Insurance covering all LLC employees meeting statutory limits in compliance with the applicable state and federal laws
- B. Commercial General Liability. Coverage shall have minimum limits of \$5,000,000 per occurrence and \$10,000,000 in the aggregate for Bodily Injury Liability and Property Damage Liability, which limit can be evidenced by any combination of primary and excess coverage. This shall include Premises and Operations; Personal and Advertising Injury; Independent Contractors; Products and Completed Operations; Contractual Liability; Liquor Liability; and Athletic Participation coverage.
- C. Automobile Liability. Coverage will include all licensed, over-the-road vehicles owned or used by the LLC with minimum limits of no less than \$1,000,000.00 per accident.

12.2.2 All insurance policies must be issued by an insurance carrier with an A.M. Best rating of A- and Class VII or better.

12.2.3 The County shall be specifically listed as an additional insured (and not as a named insured) for all claims arising in connection with the LLC's operations on the Commercial General Liability Insurance policy and any umbrella policies which may be applicable to the Program (using ISO Form CG2010 10 01 or its equivalent) and the Automobile Policy. The Additional Insureds shall include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents", c/o Property & Real Estate Management Division, 2633 Vista Parkway, West Palm Beach, FL 33411-5605. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). Coverage for the County as an additional insured shall apply on a primary basis irrespective of any other insurance, whether collectible or not, in connection with the operations of the LLC. No policy shall contain a self-insured retention, but may have a deductible.

12.2.4 All of the foregoing insurance provided by the LLC shall: (i) be primary to any and all of the insurance carried by the County, and the County's insurance, if any, shall be in excess of, and not contribute with, the insurance provided by the LLC; and (ii) contain



provisions entitling the County to waive its rights of recovery against any person or entity before loss.

12.2.5 The LLC shall require the Consultant(s) and the Contractor to maintain insurance and bonds as required in the Consultant Contract(s) and the Construction Contract, respectively.

12.2.6 It shall be the responsibility of the LLC to provide initial evidence of the minimum amounts of insurance coverage at the time of Agreement execution to:

Palm Beach County c/o Insurance Tracking Services, Inc. (ITS)  
P.O. Box 20270  
Long Beach, CA 90801  
[pbci@instracking.com](mailto:pbci@instracking.com) or Fax: (562) 435-2999

and

Palm Beach County  
c/o Capital Improvements Division, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411-5604.

12.2.7 Subsequently, the LLC shall, during the term of the Agreement, and prior to each renewal thereof, provide such evidence to ITS at [pbci@instracking.com](mailto:pbci@instracking.com) or fax (562) 435-2999, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein.

12.2.8 Within five (5) Business Days of the County's written request to do so, the LLC shall deliver to the County via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Agreement have been obtained and are in full force and effect.

12.2.9 The County's Risk Management Department, shall have the right, but not the obligation, to review, reject or accept insurance policies, limits, coverages and endorsements for compliance with the terms of this Article 12 throughout the Term of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition (it being understood and agreed that an A.M. Best rating of A- and Class VII or better is acceptable) or by way of illegal operation, in the County's reasonable discretion. The County shall provide the LLC written notice of such action and the LLC shall agree to cure or comply with such action within thirty (30) days receipt thereof.

### **12.3 Indemnification**

12.3.1 For purposes of this Section 12.3 only the "County Indemnified Parties" means the County, including each of its respective agents, employees and elected officials.

### **12.3.2 Indemnification by LLC.**

12.3.2.1 The LLC agrees to protect, defend, reimburse, indemnify and hold County Indemnified Parties free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, or bodily injury (including death) incurred or sustained by any Person, arising out of, or in incident to, or in connection with; (i) the Services performed pursuant to this Agreement, (ii) the use of the Site, including but not limited to, the driveways, sidewalks, walkways, entrances and exits from the Site, (iii) any act or omission of the LLC Parties, and/or (iv) the LLC's performance, non-performance or purported performance under this Agreement.

12.3.2.2 The LLC further agrees to hold harmless and indemnify County for fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from LLC Parties' activities pursuant to this Agreement, whether or not LLC was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the LLC Parties' activities.

12.3.2.3 In case County shall be made a party to any litigation commenced against the LLC Parties or by the LLC Parties against any third party related to the LLC Parties activities or obligations pursuant to this Agreement, then LLC shall protect and hold harmless and pay all costs and attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

12.3.2.4 The foregoing indemnification shall not apply to the extent any claims, liability, expenses, loses, fines and damages arises from the negligent or willful acts of the County Indemnified Parties.

## **ARTICLE 13** **LIMITATION OF REMEDIES**

13.1 The County knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the LLC, its Affiliates, members, officers, directors, employees, agents, servants and representatives of any and all of the foregoing, for any damages attributable to any Consultant, Contractor, or Subcontractor, respectively, as set forth in Section 13.1.1 and Section 13.1.2, provided the LLC fulfills its obligations in good faith and seeks recovery on behalf of County as set forth herein, provided, however, the foregoing shall not limit the LLC's obligations to pay for Cost Overruns as provided in Section 8.3 hereof. Notwithstanding the prior sentence, and for the avoidance of confusion, nothing herein shall be interpreted as precluding the County from exercising any rights it may have under the Guaranties set forth in Exhibits I-1 and I-2 hereto.

13.1.1 In the event that the LLC requires the Contractor to perform any obligation under the Construction Contract, and the Contractor fails to do so, or performs in a deficient or nonconforming manner, the LLC shall issue notice to the Contractor, requiring the Contractor to perform, correct or replace the Work, or the applicable portion thereof, in accordance with the

Construction Contract. In the event that the LLC requires a Consultant to perform any obligation under a Consultant Contract and the Consultant fails to do so, or prepares instruments of service in a deficient manner, the LLC shall issue notice to such Consultant, requiring such Consultant to perform in accordance with the Consultant Contract, or to correct the deficiencies in its instruments of service, whichever is appropriate.

13.1.2 Notwithstanding any other provision of this Agreement to the contrary, the LLC hereby agrees to seek recovery: (i) directly from a Consultant, its surety or insurers, for any damages that the LLC, Teams and/or County may incur as a result of such Consultant's failure to perform in accordance with the Consultant Contract, or the Consultant's deficient or nonconforming performance under the Consultant Contract, as the case may be, or as a result of such Consultant's negligence; or (ii) directly from the Contractor, its surety and insurers, for any damages that the County, Teams and/or the LLC may incur as a result of the Contractor's failure to perform in accordance with the Construction Contract, or the Contractor's deficient or nonconforming performance under the Construction Contract, as the case may be, or as a result of such Contractor's negligence.

13.1.3 In performing its obligations under Sections 13.1.1 and 13.1.2 hereof, the LLC shall have the right to consult with the County to seek a waiver of the obligation to bring an action, which may be granted or denied in the County's sole discretion, and to the extent the County provides a written waiver of such requirement, the LLC is not required to bring such action.

13.2 The LLC knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the County for any damages attributable to any Consultant, Contractor, or Subcontractor, respectively, as set forth in Section 13.1.1 and Section 13.1.2 herein.

13.3 The LLC knowingly, voluntarily and intentionally waives any right or recourse to seek recovery from the County for any damages caused by, or resulting from, delays in the Program unless such delays are directly attributable to the County's negligent or willful nonperformance of a material term of this Agreement; provided, however, the foregoing shall not limit the County's obligations to pay for Cost Overruns as provided in Section 8.3 hereof.

13.4 Notwithstanding anything contained herein, the County may, at its sole option, pursue recovery against a Consultant and/or Contractor as set forth in Section 13.1.1 or 13.1.2 for County damages, in collaboration with, or in place of, the LLC. Additionally, in the event that the LLC is in default of any of its obligations under this Agreement, the County may pursue any and all remedies that it may have against the LLC, available at law and in equity, subject to the requirements of Article 14 of this Agreement. Notwithstanding the above, it is acknowledged by the County, however, that except for those provisions intended to survive the termination of this Agreement as set forth in Section 10.4 hereof, such liability to the County shall cease at the same time as the Contractor's liability to the LLC ceases pursuant to the Construction Contract.

13.5 All parties hereto recognize that the LLC is a limited liability company whose sole managers as of the Effective Date are Arthur Fuccillo and Giles Kibbe. All parties hereto agree that no present or future manager or member of this LLC shall have any liability or obligation

whatsoever directly or indirectly, personal or otherwise, under this Agreement (other than pursuant to the Guaranties attached hereto as Exhibits I-1 and I-2) under any legal or equitable theory. All parties further agree that no present or future manager or member shall directly or indirectly have any liability or obligation under any related agreement or agreement entered into in connection herewith, nor under any related understanding or undertaking, except if and to the extent such manager or member shall have executed an agreement expressly agreeing to such liability. No party to this Agreement shall name or serve any manager or member in any proceeding, suit or claim in violation of this paragraph. This paragraph shall not preclude any claim against the LLC as a limited liability company, nor shall this paragraph preclude any claim brought to enforce the provision of the Guaranties.

## **ARTICLE 14**

### **DISPUTE RESOLUTION; DEFAULT**

#### **14.1 Dispute Resolution**

The LLC and the County agree to make every reasonable effort to resolve any dispute under this Agreement prior to either party's proceeding to file suit due to a default by the other party. Accordingly, in the event of a dispute related to the performance of either the LLC or the County under this Agreement, the LLC and the County agree not to file a lawsuit until they have engaged in an expedited dispute resolution process including mediation, the parameters of which are to be agreed upon by the parties. The process is initiated by delivery of written notice to the other party, setting forth the subject of the dispute, claim or controversy and the relief requested. Within ten (10) days after the receipt of the foregoing notice, the other party shall deliver a written response to the initiating party's notice. The initial mediation sessions shall be within thirty (30) days from the initiating notice. The parties agree to share equally in the costs and expenses of the mediation and to each bear their own attorneys' fees and costs. This Section 14.1 shall not apply to the termination of this Agreement by a party for a reason other than a default by the other party.

#### **14.2 LLC's Default**

##### **14.2.1 The LLC shall be in default upon:**

- A.** The filing by the LLC of a petition commencing a voluntary proceeding under the Federal Bankruptcy Code or any other federal, state or local law or statute pertaining to bankruptcy or insolvency; a general assignment by the LLC for the benefit of creditors; an admission in writing by the LLC of its inability to pay debts as they become due; the filing by the LLC of any petition or answer in any proceeding seeking for itself, or consenting to, or acquiescing in any insolvency, receivership or similar relief under any laws pertaining to bankruptcy or insolvency, or the filing by the LLC of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of a petition filed against it in any such proceeding; the seeking or consenting to, or acquiescence by the LLC in the appointment of any custodian, trustee, receiver or liquidator of it, or any part of its property; and the commencement against the LLC of any involuntary proceeding under the Federal Bankruptcy Code, or a

proceeding under any law or statute pertaining to insolvency, which case or proceeding is not dismissed or vacated within Ninety (90) Days; or

- B. The failure of the LLC to transmit amounts due to any Contractor or any Consultant under any Consultant Contract or any Construction Contract, after receipt of Actual Costs from County, unless the monies due represent a Cost Overrun attributable to the LLC as provided in Section 8.3, as and when due under this Agreement, provided that the County has provided to the LLC written notice of such failure, and such failure continues for fifteen (15) Days after the receipt by the LLC of such written notice; or
- C. The failure of the LLC in the performance of any material obligations under this Agreement, provided that the County has provided the LLC with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) Days following the receipt by the LLC of such written notice from the County, or, provided that such failure cannot be cured within such thirty (30)-Day period, if the LLC does not commence to cure such failure within such thirty (30)-Day period and thereafter diligently pursue the cure of such failure.

### **14.3 County's Default**

#### **14.3.1 The County shall be in default upon:**

- A. The failure of the County to pay the LLC amounts due to the LLC under this Agreement, as and when due, provided that the LLC has provided to the County written notice of such failure, and such failure continues for fifteen (15) Days after the receipt by the County of such written notice; or
- B. The failure of the County in the performance of any material obligations under this Agreement, provided that the LLC has provided the County with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) Days, following the receipt by the County of such written notice from the LLC, or, provided that such failure cannot be cured within such thirty (30)-Day period, if the County does not commence to cure such failure within such thirty (30)-Day period and thereafter diligently pursue the cure of such failure.

### **14.4 LLC Remedies**

Upon a default by the County, the LLC shall have the right to: (1) grant County a reasonable period of time within which to cure such default during which time County shall utilize County's best efforts, including bringing suit, to remedy such default; and/or (2) seek dispute resolution pursuant to Section 14.1 herein to resolve said dispute; and/or (3) subject to the requirements of Section 14.1, seek specific performance of the terms of this Agreement. In the event the LLC is

unable to obtain specific performance of this Agreement for any reason, the LLC shall have such other remedies as available by law or in equity as a result of such default.

#### **14.5 County Remedies**

Upon a default by LLC, County shall have the right to: (1) grant the LLC a reasonable period of time within which to cure such default during which time the LLC shall utilize the LLC's best efforts, including bringing suit, to remedy such default; and/or (2) seek dispute resolution pursuant to Section 14.1 herein to resolve said dispute; and/or (3) subject to the requirements of Section 14.1, seek specific performance of the terms of this Agreement. In the event County is unable to obtain specific performance of this Agreement for any reason, County shall have the rights to terminate this Agreement and the Sports Facility Use Agreement and to seek recovery pursuant to the Guaranty of each Team as provided in Article 11 and shall have such other remedies as available by law or in equity as a result of such default.

#### **14.6 Florida Statute §288.11631**

Notwithstanding anything herein to the contrary, the LLC shall comply with and remit any payments required under Section 288.11631, Florida Statutes.

### **ARTICLE 15 LIMITATIONS OF LIABILITY**

#### **15.1 Consequential Damages**

- A.** The County hereby knowingly, voluntarily and intentionally waives any claims against the LLC Parties for any incidental, special, punitive, indirect, or consequential loss or damage, under contract, or in tort (including negligence, fault and strict liability), warranty, or any other theory of law or equity of any nature arising, at any time, however the same may be caused, including the fault or negligence of the LLC Parties.
  
- B.** The LLC knowingly, voluntarily and intentionally waives, and will cause the LLC Parties to waive, any claims against the County for any incidental, special, punitive, indirect, or consequential loss or damage, under contract, or in tort (including negligence, fault and strict liability), warranty, or any other theory of law or equity of any nature arising, at any time, however the same may be caused, including the fault or negligence of the County. In the event the LLC Parties do not waive any claims against the County as required in this paragraph, the LLC agrees to indemnify, defend, and save harmless the County from all such claims made by the LLC Parties against the County, including reasonable attorneys' fees and costs.



**ARTICLE 16**  
**COUNTY'S AND LLC'S REPRESENTATIONS**

**16.1 LLC Representations**

The LLC represents and warrants to the County that, as of the date of this Agreement:

- A. **Corporate Standing.** The LLC is a duly organized limited liability company, validly existing and in good standing under the laws of the State of Florida, is qualified to do business in the State of Florida and that the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action and will not violate any material provision of any Public Laws, or violate any material provisions of the LLC's Articles of Organization or any other agreement or instrument to which it is a party or by which it or its property may be bound or affected.
- B. **No Violation of Law.** The LLC is not in violation of any applicable Public Laws, which violations, individually or in the aggregate, could adversely affect its ability to perform its obligations under this Agreement.
- C. **Consents.** To its knowledge and except as provided in Article 17 of this Agreement, neither the execution and delivery by the LLC of this Agreement nor the consummation of any of the transactions by the LLC that may be contemplated hereby requires the consent or approval of, the giving of notice to, the registration with, or the taking of any other action in respect of, any regulatory authority or agency.
- D. **Execution and Delivery.** This Agreement has been duly executed and delivered by the LLC and constitutes the legal, valid and binding obligation of the LLC enforceable in accordance with the terms hereof.
- E. **Litigation.** The LLC is not a party to any legal, administrative, arbitration, investigative (to the best of its knowledge) or other proceeding or controversy pending or, to the best of its knowledge, threatened, which could have a material adverse effect on its business, operations, condition (financial or otherwise) or its ability to perform under this Agreement.

**16.2** The LLC further agrees that it will notify the County immediately if at any time prior to completion of the Services under this Agreement any of the foregoing representations ceases to be accurate and complete in any material respect.

**16.3** The County represents and warrants to the LLC that, as of the date of this Agreement, the County is a duly organized and validly existing political subdivision of the State of Florida; that this Agreement has been authorized by all necessary bodies and parties required for its execution, is validly executed by the County, and is binding upon and enforceable against the County in accordance with its terms.

**ARTICLE 17**  
**CONDITIONS PRECEDENT TO ISSUANCE OF COUNTY BONDS**

**17.1** The obligation of the County to issue County Bonds is expressly subject to each of the following conditions precedent having been satisfied:

- A.** The full execution and effectiveness of the Operative Agreements, including, specifically, the effectiveness of the Interlocal Agreement without the need for a referendum pursuant to Section 2-31(27)(f) of the City Code of Ordinances. For clarity, in the event a referendum is required and the referendum passes, then the condition precedent set forth in Section 17.1(A) will remain unsatisfied. If a referendum is required and fails, then said condition precedent shall be deemed satisfied as long as said referendum occurs within the timeframe set forth herein or any extension agreed to by the parties;
- B.** The County's receipt of the Funding Certification Letter;
- C.** Satisfactory completion of all due diligence requirements for the proposed Facility, and having obtained approval or conditional permits and approvals, or both parties having agreed that permits and approvals will be obtained as required for the development and construction; and
- D.** The approval of this Agreement by Major League Baseball, if required.

**17.2** In the event the conditions precedent of Section 17.1 (A), (C) and/or (D) are not either satisfied or waived by March 1, 2016, and such failure of condition precedent is not the result of the County's failure to act consistently with the Operative Agreements, then either party may terminate this Agreement by written notice to the other party, and the LLC shall reimburse the County one hundred percent (100%) of the Actual Costs paid to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement to the date of termination.

**17.3** In the event the conditions precedent of Section 17.1 (B) is not satisfied or waived by March 1, 2016, and such failure of condition precedent is not the result of the LLC's or the County's failure to act consistently with the Operative Agreements, then either party may terminate this Agreement by written notice to the other party, and the LLC will pay to County fifty percent (50%) of the Actual Costs paid by County to the LLC pursuant to the Developer Agreement and the Due Diligence and Planning Services Agreement, to the date of termination.

**17.4** The parties may agree to an additional amount of time for compliance with Conditions Precedent.

**17.5** Neither party may terminate pursuant to Section 17.1(A) without first discussing with the other party the option of extending the time to allow for the full execution and effectiveness of the Operative Agreements, including the option of extending the March 1, 2016 date to a date after the referendum required pursuant to Section 2-31(27)(f) of the City Code of Ordinances.



**ARTICLE 18**  
**ASSIGNMENT**

This Agreement is for the professional services of the LLC and may not be assigned by the LLC without the prior written consent of the County, which consent may not be unreasonably withheld, conditioned or delayed, unless the proposed assignee cannot reasonably demonstrate to the County that it can perform the obligations of the LLC under this Agreement, in which case the consent of the County may be withheld in the County's sole discretion; provided however, the LLC shall have the right to assign this Agreement to an Affiliate of the LLC upon prior written notice to the County, provided that such assignment shall be subject to all of the terms and conditions of this Agreement. The County shall not be entitled to assign this Agreement without the consent of the LLC. Subject to the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

**ARTICLE 19**  
**MISCELLANEOUS PROVISIONS**

**19.1 Public Entity Crimes**

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, the LLC certifies that it, and to the best of its knowledge, information and belief, its Affiliates, suppliers, Subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Subsection 287.133(3)(a), Florida Statutes. The LLC will contractually obligate the Contractor to submit to the LLC, and to cause its Subcontractors and consultants to submit to the LLC, the certification set forth in this Section 19.1, with respect to such Subcontractors and Consultants.

**19.2 Contingent Fees**

The LLC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the LLC to solicit or secure this Agreement and that it has not paid or agreed to pay any Person other than a bona fide employee working solely for the LLC, any fee commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

**19.3 Access and Audits and Public Records**

19.3.1 The LLC shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents in Palm Beach County as required in this Section for the purpose of inspection or audit during normal business hours, at the LLC's place of business, provided that (a) the County notifies the LLC no less than thirty (30) Days prior to the date of such inspection or audit, and (b) the number of such inspections or audit shall be limited to One (1) per calendar year. The LLC agrees to make available to the County, at the County's request, and at the County's sole cost and expense, all documents and materials pertaining to the Program as required by this Section 19.3.1, if after three (3) years, then still in the possession of the LLC.

19.3.2 The LLC shall comply with the requirements of §119.0701, Florida Statutes, as amended. Specifically LLC shall:

- A. Keep and maintain public records that ordinarily and necessarily are required by the County in order to perform the services as provided under this Agreement.
- B. Maintain all public records in a readily accessible, organized format consistent with the requirement of identifying, retrieving and providing prompt and frequent access to records.
- C. Provide the public with access to public records on the same terms and conditions that the County is by law required to furnish, and at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119 or as otherwise provided by law.
- D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements pursuant to Florida Statute are not disclosed, including but not limited to, records that are exempt pursuant to § 255.047, Florida Statutes and §125.0104(9), Florida Statutes, except as may be authorized by law.
- E. Redact part of a record if an exemption applies to part of a record, while producing the remainder of the record and providing the statutory exemption citation that exempts the portion of the record.
- F. If responding that an entire record is exempt, respond by stating the basis of the exemption and providing the statutory exemption citation.
- G. If requested, provide in writing and with particularity the reasons for the conclusion that the record is exempt or confidential.
- H. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the LLC upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

19.3.3 Failure to comply with the requirements of Section 19.3 herein constitutes a material breach of this Agreement.

#### **19.4 Inspector General**

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421--2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and

inspect the activities of the LLC, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **19.5 Indebtedness**

The LLC shall not pledge the County's credit or make it a guarantor of payment or a surety for any contract, debt, obligation, judgment, lien or any form of indebtedness; provided however, this provision shall not be deemed or construed to abrogate or diminish the County's obligations under the Operative Agreements. The LLC further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### **19.6 Notice**

All notices and elections (collectively, "Notices") to be given or delivered by or to any party hereunder shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service, telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return-Receipt Requested. The effective date of any Notice shall be the date of delivery of the Notice if by personal delivery, courier services, or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designate the following addresses as the addresses to which Notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

Any notice required to be given hereunder shall be in writing and mailed, postage prepaid, by United States Certified or Registered Mail, Return Receipt Requested, or dispatched by overnight courier, address to the parties as follows, unless a different address is later designated by either party under this notice provision:

For notice to the LLC:

Giles Kibbe  
HW Spring Training Complex, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002

And

Arthur Fuccillo  
HW Spring Training Complex, LLC  
Lerner Enterprises  
2000 Tower Oaks Boulevard - Eighth Floor  
Rockville, Maryland 20852

**With copies to:**

**Houston Astros, LLC  
501 Crawford Street, Suite 500  
Houston, Texas 77002  
Attention: Reid Ryan**

**And**

**Washington Nationals Baseball Club, LLC  
Mark D. Lerner  
Vice Chairman & Principal Owner  
Nationals Park  
1500 South Capitol Street, SE  
Washington, DC 20003**

**And**

**Brian M. Seymour, Esq.  
Gunster  
777 S. Flagler Drive, Suite 500 East  
West Palm Beach, Florida 33401**

**For notice to the County:**

**County Administrator  
301 North Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, FL 33401**

**With Copies to:**

**County Attorney  
301 North Olive Avenue, 6<sup>th</sup> Floor  
West Palm Beach, FL 33401**

**And**

**Director of Office of Financial Management  
301 North Olive Avenue, 7<sup>th</sup> Floor  
West Palm Beach, FL 33401**

**And**

**Director, Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411**

Either party hereto may change the address for service of Notices required or permitted hereunder upon ten (10) days' prior written notice. All Notices given hereunder shall be effective and deemed to have been duly given only upon receipt by the party to which notice is being given, said receipt being deemed to have occurred upon such date as the postal authorities shall show the Notice to have been delivered, refused, or undeliverable, as evidenced by the return receipt. Notices may be given, on behalf of a party, by the attorney for such party in accordance with the terms of this Section 19.6.

#### **19.7 Governing Law and Venue**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The parties acknowledge that personal jurisdiction upon proper service will be valid in the State of Florida, and that venue of all actions arising out of or related to this Agreement shall be proper only in a state court of competent jurisdiction in Palm Beach County, Florida.

#### **19.8 WAIVER OF JURY TRIAL**

THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE COUNTY AND THE LLC TO ENTER INTO THIS AGREEMENT.

#### **19.9 Construction**

In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural in any place in which the context so requires.

#### **19.10 Binding Effect**

The covenants, terms, conditions, provisions and undertakings in this Agreement, or in any renewals thereof, shall extend to and be binding upon the legal representatives, successors and assigns of the respective parties hereto as if there were in every case named and expressed and wherever reference is made to any of the parties hereto, it shall be held to include and apply also to the legal representatives, successors and assigns of such party as if in each and every case so expressed.

#### **19.11 Further Instruments**

The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Agreement whenever the occasion shall arise and request for such instrument shall be made.

#### **19.12 Integration and Merger**

This Agreement shall constitute the full and complete understanding between the parties as to the matters addressed herein. There are no oral understandings, terms or conditions and no party has relied on any representation, express or implied, not contained in this Agreement. All prior understandings, terms or conditions, whether with a party to this Agreement or any partner of a

party, are deemed to merge in this Agreement, and this Agreement cannot be changed or supplemented except by an agreement in writing and signed by the parties to this Agreement.

**19.13 Severability**

If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.

**19.14 Compliance with Laws**

None of the Parties hereto shall in any manner, directly or indirectly, violate the laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the development, construction, use, operation and occupancy of the Facility under the terms of this Agreement.

**19.15 Exhibits**

All exhibits referenced in this Agreement are incorporated into this Agreement by such reference and shall be deemed to an integral part of this Agreement.

**19.16 Attorney's Fees**

In the event of litigation or arbitration arising under, or in connection with, this Agreement, each party shall bear and be responsible for their own attorneys' fees and costs at the pre-trial, trial and appellate levels. This provision shall survive the termination of this Agreement for any reason.

**19.17 Survival**

The warranties and indemnities provided under this Developer Agreement shall survive for a period of One Year after Substantial Completion of the Facility; however, the rights and obligations under Article 13 and Section 10.4 shall survive during the entire term of the Sports Facility Use Agreement.

**19.18 Amendments**

No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment, or modification shall be in writing and duly executed by both parties hereto. No change, amendment or modification of this Agreement shall be deemed to be made by either party on the basis of any action or failure to act by either party or by the course of performance, course of dealing, or course of conduct of either party.

**19.19 Captions**

The captions contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein.

**19.20 No Waiver**

Any waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. The failure of a party to insist upon strict adherence to any term of this Agreement on one or more occasions shall neither be considered a waiver nor

deprive that party any right thereafter to insist upon strict adherence to that term or any other term of this Agreement. Any waiver must be in writing and signed by the party to be charged therewith.

#### **19.21 Force Majeure**

Except as otherwise provided herein, neither party shall be in default under, or breach of, this Agreement to the extent it is unable to perform due to an event of Force Majeure. For the purpose of this Agreement, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local (except in the case of a rule, order or act by County), or the international equivalent thereof), failure of technical facilities, or any other cause of any nature whatsoever beyond the control of the parties which was not avoidable in the exercise of reasonable care and foresight. The party claiming the occurrence of a Force Majeure event shall promptly notify the other party of such occurrence, and the likely duration and termination thereof.

#### **19.22 Counterparts**

Provided that all parties hereto execute an original of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

#### **19.23 No Agency**

The LLC is, and shall be, in the performance of all Services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the Work or Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the LLC's sole direction, supervision, and control, except for those persons engaged in a peer review pursuant to Section 5.3 hereof. The LLC shall exercise control over the means and manner in which it and its employees, sub-consultants and suppliers perform the Services, and in all respects the LLC's relationship and the relationship of its employees to the County shall be that of an Independent Contractor and not as employees or agents of the County.

The LLC does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **19.24 Non-Discrimination**

The LLC warrants and represents that all of its employees are treated equally during employment without regard to race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

The LLC has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in R-2014-1421, as amended, or in the alternative, if the LLC does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that the LLC will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.



**19.25 Third Party Beneficiary**

The Teams are intended third party beneficiaries of this Agreement. Except for the Teams, no provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the LLC. The County is an intended third party beneficiary of all Construction Contracts and Consultant Contracts, and all subcontracts thereto. The LLC shall provide copies of this Agreement to the Consultants and the Contractor.

**19.26 Nature of the Parties Obligations**

19.26.1 It is understood and agreed that the LLC is acting as an independent contractor in the performance of its services and responsibilities hereunder, and nothing herein shall be deemed to create a joint venture, agency or partnership relationship between the County and the LLC.

19.26.2 The obligation of the County to pay any amounts required under this Agreement shall constitute a revenue obligation of the County payable solely from the Budgeted Amount and, where applicable, legally available non-ad valorem revenues of the County and shall not in any way be construed to be a debt of the County in contravention of applicable constitutional, statutory or charter limitations or requirements concerning the creation of indebtedness of the County. Neither the County, the State of Florida, nor any political subdivision or agency thereof shall be obligated to pay any sums due under this Agreement from compelled levy of ad valorem or other taxes, and neither the full faith and credit nor the taxing power of the County, the State of Florida or any political subdivision or agency thereof are pledged for payment of such sums due under this Agreement.

**19.27 Annual Appropriations**

The County's performance and obligation to pay under this Agreement is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

**19.28 Construction**

No party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any article, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.


**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

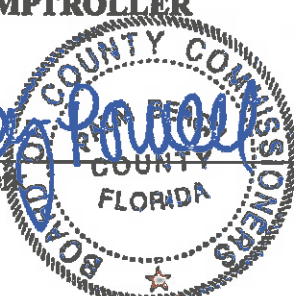


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts, each of which shall constitute an original and all of which, taken together, shall constitute a single instrument, as the day first written above.

ATTEST:  
SHARON R. BOCK  
CLERK & COMPTROLLER

R2015-1522 OCT 20 2015  
PALM BEACH COUNTY, a political  
subdivision of the State of Florida

By:   
Deputy Clerk

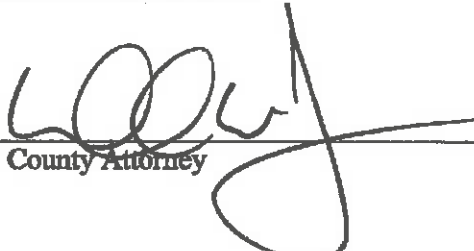


The seal is circular with a double border. The outer border contains the text "PALM BEACH COUNTY COMMISSIONERS" at the top and "BOARD OF COUNTY COMMISSIONERS" at the bottom. The inner border contains "PALM BEACH COUNTY" at the top and "FLORIDA" at the bottom. A five-pointed star is located at the bottom center of the seal.

By:   
Shelley Vana, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND  
CONDITIONS

By:   
County Attorney

By:   
Audrey Wolf, Director  
Facilities Development & Operations

**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC, a  
Florida Limited Liability Company**

By: *Thomas R. McNichols*  
Witness Signature

By: *[Signature]*  
Arthur Fuccillo, Manager

*Thomas R. McNichols*  
Print Witness Name

By: *Shirley J. Harvey*  
Witness Signature

*Shirley J. Harvey*  
Print Witness Name

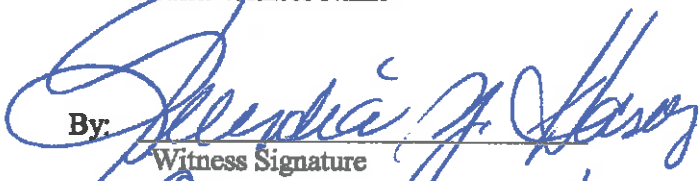
**WITNESSES:**

**HW SPRING TRAINING COMPLEX, LLC,  
a Florida Limited Liability Company**

By:   
Witness Signature

By:   
Giles Kibbe, Manager

Thomas R. McNichols  
Print Witness Name

By:   
Witness Signature

Stendia Y. Harvey  
Print Witness Name

EXHIBIT A  
LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST ONE-QUARTER SECTION 1, TOWNSHIP 43 SOUTH, RANGE 42 EAST, SAID LANDS BEING A PORTION OF THE PLAT OF THE PUBLIC WATER SUPPLY AREA WEST PALM BEACH WATER COMPANY, AS RECORDED IN PLAT BOOK 23, PAGES 149 AND 150 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1, THENCE S.87°45'40" E., ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 513.11 FEET TO THE NORTHEAST CORNER OF THOSE CERTAIN LANDS RECORDED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, AND BEGINNING; THENCE CONTINUE S.87°45'40"E. ALONG SAID NORTH LINE, A DISTANCE OF 1,674.92 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN FLORIDA DEPARTMENT OF TRANSPORTATION RETENTION AREA, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.01°47'54"W. ALONG THE WEST LINE OF SAID RETENTION AREA, A DISTANCE OF 261.46 FEET; THENCE S.87°47'46"E. ALONG THE SOUTH LINE OF SAID RETENTION AREA, A DISTANCE OF 438.30 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS RECORDED IN OFFICIAL RECORD BOOK 11131, PAGE 928 OF SAID PUBLIC RECORDS; THENCE S.02°40'54"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 848.33 FEET; THENCE S.03°41'15"W. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1517.89 FEET; THENCE N.88°08'01"W. ALONG A LINE 50.00 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1, A DISTANCE OF 2,080.84 FEET; THENCE N.02°27'51"E., A DISTANCE OF 390.13 FEET; THENCE N.86°00'41"W., A DISTANCE OF 217.70 FEET; THENCE N.04°33'50"E., A DISTANCE OF 922.84 FEET; THENCE N.86°00'00"W., A DISTANCE OF 323.67 FEET; THENCE N.04°55'38"E., A DISTANCE OF 175.20 FEET; THENCE N.49°23'30"E., A DISTANCE OF 35.68 FEET; THENCE N.04°55'39"E., A DISTANCE OF 60.01 FEET; THENCE N.40°35'00"W., A DISTANCE OF 51.86 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD, SAID RIGHT-OF-WAY LINE LYING 50.00 FEET EAST OF (AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SECTION 1, PER POSTING AND VIEWING AT COUNTY COMMISSION MEETING DATED JULY 5, 1925; THENCE N.04°55'38"E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 603.73 FEET; THENCE N.51°47'07"E. ALONG THE SOUTHEASTERLY LINE OF THOSE CERTAIN LANDS DESCRIBED IN OFFICIAL RECORD BOOK 8918, PAGE 1853 OF SAID PUBLIC RECORDS, A DISTANCE OF 633.92 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF WEST PALM BEACH, PALM BEACH COUNTY, FLORIDA.  
CONTAINING 6,160,376 SQUARE FEET/141.423 ACRES MORE OR LESS.

**EXHIBIT B**  
**MINIMUM REQUIREMENTS**

The following are the minimum requirements for the Program

- A baseball stadium containing a minimum of 6,400 ticketed seats and a minimum of 1,000 grass berm seats together with supporting components, such as concession stands, public and family toilets, novelty stores, ticket sales offices, administrative offices, windows and box offices;
- Two clubhouses consistent with the size, features and amenities typical of MLB clubhouses constructed within the last five (5) years, each which includes locker rooms, steam room, sauna, coaches conference room and lounge, video room, training staff locker room, and storage, physician exam room, hydrotherapy room, weight room, kitchen, laundry, indoor and outdoor dining, equipment room;
- Four Major League practice fields;
- Eight Minor League practice fields;
- Two agility fields;
- Covered and outdoor batting cages;
- Major and Minor League pitching mounds;
- Pedestrian access to the Minor League practice fields, clover leaf, and the Major League practice fields;
- 3,000 parking spaces, of which a minimum of 1500 will be grassed parking, which, in the Buffer Area, are convertible to a minimum of 5 regulation size adult soccer fields in the non-training season;
- other supporting training spaces, such as a maintenance compound;
- a public art feature coordinated and approved by the County's Art in Public Places Administrator; and
- any other improvements and/or infrastructure necessary to create a fully functional and code compliant Facility.

**EXHIBIT C**  
**CONSULTANT AND CONTRACTOR SELECTION PROCEDURES**

**Planning Consultant**

The Work will include all of the land planning, land development and permitting coordination.

The Selection Committee interviewed the two planning firms which currently hold continuing contracts with Palm Beach County. On February 5, 2015, the Selection Committee chose Urban Design Kilday Studios.

**Environmental Consultant**

The Work will include, among other things, all of the environmental analysis and geotechnical investigation required of an experienced environmental engineering and geotechnical consultant in the State of Florida and will include consideration of the Site specific considerations of the property.

The Selection Committee interviewed the three environmental assessment consultants which currently hold continuing contracts the Palm Beach County. On February 17, 2015, the Selection Committee chose URS Corp.

**Program Manager**

The Consultant, and any sub-consultant working thru consultant, shall serve as the Teams' Program Manager, also referred to as program manager, for the development of the Facilities. The duties may include, but are not limited to:

- a. Develop, monitor and administer Program Cost Estimate and Program Budget.
- b. Develop, monitor and administer Program Schedule.
- c. Oversee the development of the architectural program and act as primary contact with the Teams and all other sponsors, agencies and users of the Facility.
- d. Assist in the development and negotiations of Consultant Contracts.
- e. Coordinate the activities of consultants.
- f. Review value engineering efforts of design professionals and make recommendations to the Teams.
- g. Assist in the permitting and approval process in conjunction with legal counsel and other Consultants.
- h. Provide technical support for land acquisition efforts.
- i. Make recommendations to the Teams on the most appropriate delivery method and assist with pre-qualifying and selecting Contractor.
- j. Administer the Construction Contract.
- k. Evaluate and negotiate change orders and claims on behalf of the Teams.
- l. Coordinate the procurement of all Furniture, Fixtures & Equipment, including baseball specific items.
- m. Plan and implement transition, occupancy and commissioning of all improvements.

- n. Act as an extension of the Teams' staff on any matter related to this Program that is assigned by the Teams.
- o. Assist with selection of Architectural and Design Professional Services.
- p. Coordinate the design and construction of all sponsorship and revenue related aspects of the Program including concessions and other third-party involvement.
- q. Coordinate vendor review and comment on Program-specific elements including but not limited to Food Service, Concessions, AV/IT, and Broadcast facilities.
- r. Coordinate the introduction and integration of Team operational, food service, and maintenance staffs during the start-up and pre-opening phases.
- s. Coordinate the close-out of all contracts and the establishment of organized reference and as-built files.
- t. Any other responsibilities generally consistent with those listed above in the managing of the Program.

Experience with stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local permitting agencies (e.g. City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also encouraged.

The solicitation was publically advertised with responses received on February 13. The minimum requirements for the responses were identical to that required in County competitive Request for Proposals for similar services. The Selection Committee convened and made its final decision based on the following point structure.

<b>Category</b>	<b>Points</b>
<b><i>SBE Participation</i></b>	
Percentage of SBE (as set forth below)	10
<b><i>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals)</i></b>	
Experience with sports stadiums	20
Experience with baseball stadiums	15
Experience with spring training facilities	20
Experience with multi-team spring training facilities	10
Experience with permitting with local agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation and South Florida Water Management District)	3
Experience with development of former land fill sites, or in the alternative other potentially environmentally sensitive properties.	2
<b><i>Performance</i></b>	
Ability to meet strict deadlines	10
Demonstrated ideas for cost effectiveness	5
Financial capability and capacity to perform	5
<b>Total</b>	<b>100</b>

The Selection Committee interviewed responders on February 17, 2015 and chose Stranix Associates.

### **Architectural/Design Professionals**

Design Professionals with experience with stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local permitting agencies (e.g. City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also preferred. The lead architect must be certified by Palm Beach County as well as sub-consultants. The lead architect must be licensed to do business in the State of Florida, including the ability (either thru itself or sub-consultants) to sign and seal drawings.

The Consultant shall serve as the Teams professional architectural and design representative for the architecture, design and construction administration phases of the development of the Facilities. This shall include, but not be limited to:

- a. **Architectural Design**
- b. **Civil Engineering, including drainage, utilities, water management, water use (including reclaimed water), Site development and roadway production.**
- c. **Traffic Engineering, including traffic performance analysis and signalization**
- d. **Mechanical, Electrical, Plumbing and Fire Protection**
- e. **Lighting**
- f. **Acoustical and Sound Engineering**
- g. **Life Safety**
- h. **Signage**
- i. **Survey and Site Controls**
- j. **Audio-Visual and Broadcast**
- k. **Furniture, Fixtures & Equipment, including baseball specific items.**
- l. **Telephone and Data**
- m. **Food services, including specialty food service**
- n. **Security**
- o. **Field Design, for both major league spring training and minor league fields**
- p. **Structural Engineering**
- q. **Geotechnical engineering, specially related to the Facilities and related offsite improvements (e.g. roadways)**
- r. **Theming and Sponsorships**
- s. **Interior Design**
- t. **Construction Administration**
- u. **Other sub-disciplines the lead architect or the Teams deem appropriate.**



The solicitation was publically advertised with responses received on February 23. The minimum requirements for the responses were identical to that required in County CCNA solicitations. The Selection Committee convened and made its final decision based on the following point structure.

<b>Category</b>	<b>Points</b>
<b><i>SBE/Local Participation</i></b>	
Percentage of SBE (as set forth below)	10
Percentage of Local Business (Palm Beach County) in addition to SBE	10
Volume of previous work with Palm Beach County	10
<b><i>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals).</i></b>	
Experience with sports stadiums	13
Experience with baseball stadiums, including major league stadiums, minor league stadiums and/or spring training stadiums.	8
Experience with spring training facilities specifically	13
Experience with multi-team spring training facilities specifically	8
Experience with permitting with local agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation and South Florida Water Management District)	3
Experience with development of former land fill sites, or in the alternative other potentially environmentally sensitive properties.	2
LEED AP Certifications, including LEED Proven Provider Certification	2
Awards received for similar project design and development	4
<b><i>Performance</i></b>	
Ability to meet strict deadlines	7
Demonstrated ideas for cost effectiveness	5
Financial capability and capacity to perform	5
<b>Total</b>	<b>100</b>

The Selection Committee interviewed responders on February 25, 2015 and chose the team lead by HKS.

**Construction Manager**

Construction Managers with experience in stadium facilities, including but not limited to baseball facilities (major league and spring training facilities), as well as multi-team facilities, is preferred. Experience with the local contracting environment and local permitting agencies (e.g., City of West Palm Beach, Palm Beach County, Florida Department of Transportation, South Florida Water Management District) is also encouraged. The Construction Manager must be a licensed General Contractor in the State of Florida qualified firms to provide construction management services for the ultimate construction of the Facilities on a Guaranteed Maximum Price basis. The selected Construction Management firm will function as a general contractor responsible for publicly bidding trade contracts, all scheduling and coordination of the Program,

and the successful, timely, and economical completion of the Program. The selected Construction Manager (CM) will also provide preconstruction services.

In coordination with and/or at the direction of the Teams, the Construction Manager shall provide all services usually and customarily provided by CM at Risk general construction contractors in Florida for Programs of the size and scope of the Facilities. Those services shall begin immediately upon selection by the Teams and shall include, but not be limited to, the following:

- A. Develop a comprehensive approach to completion of the Program in compliance with the Teams' required construction schedule and overall budget requirements and limitations.
- B. Advise key stakeholders on procedures, design sequence and phasing, coordination and scheduling of the Work
- C. Provide design, estimating and constructability reviews and advise on availability of materials and labor
- D. Provide preconstruction budgeting support related to overall Program cost and associated costs of alternative designs or materials, life-cycle data, and possible cost reductions without loss of utility or performance.
- E. Provide Value Engineering analysis as required during the entirety of the Program.
- F. Provide an integrated design and construction schedule that addresses all design, procurement, and construction activities and sequences.
- G. Provide recommendations on phasing and the need and impact of any necessary accelerated, fast-tracked or phased construction
- H. Provide preliminary total Program Cost Estimates with comparisons to preliminary budget expectations. Generate alternative design and cost reduction alternatives to the degree they are needed to reduce the Program cost relative to the established budget.
- I. Develop an organization chart, for Teams' approval, reflecting the proper number and experience of staff necessary to carry out the complete construction of the Program.
- J. Generate a potential subcontractor bid list and maintain an active program of subcontractor solicitation to generate and determine market strength in all necessary disciplines.
- K. Develop a Bid List for the Teams' approval.
- L. Draft all invitations and solicitations for bid.
- M. Assemble all bid solicitation packages.
- N. Solicit, receive, review, and present all bid results to the Teams in the form of a Guaranteed Maximum Price (GMP) using the CM at risk format under Florida law.
- O. Provide a payment and performance bond as required by the Teams.
- P. Purchase all Subcontractors as required to meet the established Program schedule, ensuring that the full scope of the completed Program is included in the GMP
- Q. Ensure that all necessary trade permits are acquired for commencement of Work
- R. Properly staff the Program to ensure efficient leadership and proper oversight of all construction operations.
- S. Provide information and support to LEED certification activities, as required.
- T. Conduct weekly Owner, Architect, Contractor meetings to review Program progress and ensure integrated Program management.

- U. Coordinate the work with the Teams' requirements related to Furniture, Fixtures & Equipment, sponsorship, third-party vendors, Team consultants, and Team operations.
- V. Manage and administer Program cost and change order issues. Prepare all pay requisitions and coordinate any sales tax exemption procedures with local County officials to maximize savings to the Program.
- W. Develop and execute an operations start-up and commissioning schedule that allows phased, early, Team and vendor occupancy prior to Program completion, as required for specific specialty areas including but not limited to concessions, AV/IT, sponsorship, and team operations areas.
- X. Develop a program for phased punch list development, completion and turnover.
- Y. Develop a schedule of required County and other regulatory inspections necessary for phase occupancy and operations of the ballpark and training facilities.
- Z. Provide stand-by trade support during initial facility and ballpark operations, including initial team and public events to ensure immediate reaction to system failures or start-up difficulties.
- AA. Create a comprehensive library of Record Drawings, submittals and spare inventory for Team operational use.
- BB. Provide and enforce complete close-out checklists for all subcontractors prior to requests for final payment.
- CC. Work efficiently at all times with the Teams' selected consultants selected to interface with the Construction Manager.

Selection was based on the following criteria:

Category	Points
<b>SBE Participation</b>	-
A. SBE Participation (as set forth below)	10
<b>Quality of Experience, Depth and Specialized Skills (including as related to specific individuals)</b>	-
B. Experience with sports stadiums	15
C. Experience with baseball stadiums	20
D. Experience with sports training facilities	20
E. Experience with construction of baseball playing fields	10
F. Knowledge of local conditions, including experience with local building codes and requirements	10
<b>Performance</b>	-
G. Ability to meet strict deadlines	10
H. Financial capability and capacity to perform	5
<b>TOTAL</b>	<b>100</b>

The solicitation was publically advertised with responses to be received on March 20, 2015. The minimum requirements for the responses were similar to that required in County competitive Request for Proposals for similar services. The Selection Committee interviewed contractors on March 30, 2015 and selected HSMC (Hunt Construction Group).

**EXHIBIT D**  
**EXCLUDED COSTS**

The following are Excluded Costs.

1. Any direct or indirect costs or expenses of the LLC's or Teams' employees.
2. Any direct or indirect costs or expenses for attorneys and financial advisors retained by the LLC or Teams, even if such costs or expenses are for work performed on the Program's behalf.
3. Any County employee expenses or Staff charge-offs. Out of County travel expenses for County employees as requested by the LLC and approved by the County are Actual Costs.
4. Fees or costs associated with a peer review conducted pursuant to Section 5.3 unless the LLC requests the County contract for a peer review and County agrees to such request.
5. Palm Beach County impact fees.
6. Palm Beach County building permit fees.
7. County costs associated with the financing the Program.
8. LLC costs associated with financing any aspect of the Program not typically included in the Construction Contract.
9. Costs associated with promotional items, marketing the Facility, Program, Teams and/or Major League Baseball Spring Training.
10. Costs, fines, fees, penalties, including but not limited to termination costs, damages or other expenses of any kind associated with, or arising from, the LLC's or Teams' contracts or other obligations at Spring Training facilities outside of Palm Beach County.

**EXHIBIT E**  
**SALES TAX RECOVERY PROGRAM**

1.0 **Sales and Use Taxes.** The County is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into, the Facility. The County shall make direct purchases of all materials and equipment purchased for, or to be incorporated into the Facility, as requested by the LLC and confirmed by the County Representative to be eligible for the Program. All direct purchases of materials and equipment shall be made by the County with funding from the Budgeted Amount specifically allocated for the construction of the Facility, which is a capital improvement project, the construction of which is subject to the County's competitive procurement requirements. In order to avail itself to this exemption, the County requires the LLC to contractually obligate the Contractor(s) to implement the following procedures:

2.1 **County Furnished Materials**

2.1.1 The Construction Manager shall include Florida State Sales and other applicable taxes in its bid for material, supplies, and equipment.

The LLC reserves the right to require the Construction Manager to assign some or all of its subcontracts or other agreements with material suppliers directly to County. Any materials purchased by County pursuant to such an assignment of a material supply subcontract or agreement of a material supply subcontract or agreement shall be referred to as "**County Furnished Materials**" and the responsibilities of both County and Construction Manager relating to such County Furnished Materials shall be governed by the terms and conditions of these Special Conditions, which shall take precedence over other conditions and terms of the Contract Documents where inconsistencies or conflicts exist. In addition, the County's standard terms and conditions associated with purchase ordered materials will be applicable to all County Furnished Materials.

2.1.2 Material suppliers shall be selected by the Construction Manager awarded the contract by the competitive bid process. Supply contracts shall be awarded by the Construction Manager to the supplier whose bid/proposal is most advantageous to the LLC, price and other factors considered.

The Construction Manager shall include the price for all construction materials in its bid. County purchasing of construction materials, if selected, will be administered on a deductive Change Order basis.

2.1.3 To enable the LLC to realize savings of Sales Tax on selected tangible personal property needed for this Program, the Construction Manager will provide to the LLC a list of all intended suppliers, vendors, and materialmen for consideration as County Furnished Materials. The Construction Manager shall submit price quotes from the vendors, as well as a description of the materials to be supplied, quantities and prices. The Construction Manager will evaluate the list to recommend direct purchases where those direct purchases will result in Sales Tax Savings to the

LLC. The LLC will either accept or reject the Construction Manager's recommendations and purchases will be made according to County procedures.

2.1.4 Construction Manager shall identify materials with a minimum agreed upon goal which the County will furnish through the County Furnished Materials clause, and might furnish materials worth far more than that amount. Therefore, the provision by the Construction Manager for support, clerical, and administrative services detailed in that clause is part of this contract.

In a timely manner, Construction Manager shall prepare County Purchase Order Forms specifically identify the materials which County may, in its discretion, elect to purchase directly.

Construction Manager shall include copies of vendors' quotations.

2.1.5 The following procedure, which is a waiver of the Palm Beach County Procurement Code, shall be used for the implementation of this program.

Construction Manager shall prepare County Purchase Orders (hereinafter "Purchase Orders") for items of material which the County chooses to purchase directly. Once the Purchase Order has been prepared and executed, it shall be issued directly to the vendor by the County. Pursuant to the Purchase Order, the vendor will provide the required quantities of material at the price established in the vendor's quote to the Construction Manager, less any sales tax associated with such price. Promptly upon issuance of each Purchase Order by the County, Construction Manager shall verify the purchase of the items in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of items. Palm Beach County's Director of Purchasing or his designated representative shall be the approving authority for the County on Purchase Orders in conjunction with County Furnished Materials. The Purchase Order shall require that the supplier provide the required shipping and handling insurance. The Purchase Order shall also require the delivery of the County Furnished Materials on the delivery dates provided by the Construction Manager. The Vendor shall issue its invoice, for all materials supplied pursuant to a County Purchase Order, directly to Palm Beach County.

2.1.6 In conjunction with or prior to the execution of the Purchase Orders by the suppliers, the Construction Manager shall execute and deliver to the Program Representative LLC who will forward to the County one or more deductive Change Orders, in accordance with General Conditions referencing the full value of all County-Furnished Materials to be provided by each supplier from whom the County elected to purchase material directly, plus all sales taxes associated with such materials in Construction Manager's bid to County, plus savings to Construction Manager in the cost of Payment and Performance Bonds associated with such County Furnished Materials.

2.1.7 All shop drawings and submittals shall be made in accordance with the General Conditions.

2.1.8 Construction Manager shall be fully responsible for all matters relating to the receipt of materials furnished by County in accordance with these Special Conditions including, but not

limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the goods at the time of delivery, and loss or damage to equipment and materials following acceptance of items by the County due to the negligence of the Construction Manager. The Construction Manager shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the Construction Manager for the particular materials furnished. The Construction Manager shall provide all services required for the unloading, handling and storage of materials through installation. The Construction Manager agrees to indemnify and hold harmless the County from any and all claims of whatever nature resulting from non-payment of goods to suppliers arising from the actions of the Construction Manager.

2.1.9 As County Furnished Materials are delivered to the jobsite, the Construction Manager shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for material delivered. The Construction Manager shall assure that each delivery of County Furnished Materials is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the County or LLC may require. The Construction Manager will then forward the documentation to the County through the LLC.

2.1.10 The Construction Manager shall insure that County Furnished Materials conform to the specifications, and determine prior to incorporation into the Work if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the Construction Manager discovers defective or non-conformities in County Furnished Materials upon such visual inspection, the Construction Manager shall not utilize such nonconforming or defective materials in the Work and instead shall promptly notify the County of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the Program. If the Construction Manager fails to perform such inspection and otherwise incorporates into the Work such defective or nonconforming County Furnished Materials, the condition of which it either knew or should have known by performance of an inspection, Construction Manager shall be responsible for all damages to County resulting from Construction Manager's incorporation of such materials into the Program, including liquidated or delay damages.

2.1.11 The Construction Manager shall maintain records of all County Furnished Materials incorporated into the Work from the stock of County Furnished Materials in its possession. The Construction Manager shall account monthly to the County through the LLC for any County Furnished Materials delivered into the Construction Manager's possession, indicating portions of all such materials which have been incorporated into the Work.

2.1.12 The Construction Manager shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the Contract Documents. All repair, maintenance or damage-repair calls shall be forwarded to the Construction Manager for resolution with the appropriate supplier, vendor, or Subcontractor.



2.1.13 Notwithstanding the transfer of County Furnished Materials by the County to the Construction Manager's possession, the County shall retain legal and equitable title to any and all County Furnished Materials although the Construction Manager shall maintain both Builders Risk and Inland Marine/Transit insurance on said Materials and the Loss Payee endorsement on said policies shall read "Palm Beach County Board of County Commissioners".

2.1.14 The transfer of possession of County Furnished Materials from the County to the Construction Manager shall constitute a bailment for the mutual benefit of the County and the Construction Manager. The County shall be considered the bailor and the Construction Manager the bailee of the County Furnished Materials. County Furnished Materials shall be considered returned to the County for purposes of their bailment at such time as they are incorporated into the Program or consumed in the process of completing the Program.

2.1.15 The County shall in no way be liable for any interruption or delay in the Program, for any defects or other problems with the Program, or for any extra costs or time resulting from any delay in the delivery of, or defects in, County Furnished Materials.

2.1.16 On a monthly basis, Construction Manager shall be required to review invoices submitted by all suppliers of County Furnished Materials delivered to the Program sites during that month and either concur or object to the County's issuance of payment to the suppliers, based upon Construction Manager's records of materials delivered to the Site and any defects in such materials.

2.1.17 In order to arrange for the prompt payment to the suppliers, the Construction Manager shall provide to the County a list indicating the acceptance of the goods or materials within 15 days of receipt of said goods or materials. The list shall include a copy of the applicable Purchase Order, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonable required by the County. Upon receipt of the appropriate documentation, the County shall prepare a check drawn to the supplier based upon the receipt of data provided. This check will be released, delivered and remitted directly to the supplier. The Construction Manager agrees to assist the County to immediately obtain partial or final release of waivers as appropriate. The County shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the County by the Program Representative.

2.1.18 The County shall be entitled to the benefits of any discounts attributable to the early payment of vendor invoices for materials furnished by the County pursuant to these Specifications.

2.1.19 The material supplier may be required to provide a Supply Bond in the amount of 100% of the purchase order price. The bond shall be from a qualified surety company authorized to do business in the State of Florida and acceptable to the County. If the supply bond is required the cost of the bond will be added to the amount of the purchase order. The premium cost for the surety bond should not be included in the bid price. Verifying that a designated material supplier can furnish a supply bond will be the responsibility of the Construction Manager.



**EXHIBIT F**  
**COUNTY STANDARD DESIGN AND CONSTRUCTION POLICY DEVIATIONS**

1. Deviations from County standards remain subject to County review, comment and approval as required by the applicable provision of the Developer Agreement. The outcome of those discussions may require the Exhibit to be updated.
2. This exhibit may be modified by written agreement of the Director Facilities Development & Operations and the LLC at any time throughout the term of the Sports Facility Use Agreement.

<b>Deviation Type</b>	<b>Property Insurance Responsibility Restoration Area</b>	<b>Renewal/Replacement Responsibility</b>
Royal Palm Trees	LLC	LLC
Hardware Keying Standards	County	LLC
Full Cut off for parking lot, pedestrian circulation and general plaza lighting. Up lights for tree and landscape accent lighting	LLC	LLC
Clerestories - Deviation approved in Exclusive Use Areas Only	LLC	LLC
The entirety of the area that corresponds to Exhibit J hereto, if the solid waste relocation cost savings measure is implemented by the LLC	LLC	LLC
All property damaged or destroyed as a result of adding to, modifying, or using a structure in a manner outside of its intended use, or without first seeking any and all approvals and permits for the addition, modification or use as set forth in Section 17.2.3 of the Sports Facility Use Agreement.	LLC	LLC

**EXHIBIT G**  
**PAYMENT CERTIFICATION AND REQUISITION**

Board of County Commissioners  
Palm Beach County, Florida

Name of Contract (Payee): HW SPRING TRAINING COMPLEX, LLC

Amount to be Paid: \$

The LLC has submitted a payment certification and requisition (with accompanying bills) to Palm Beach County, Florida (the "County") for payment for the above-referenced Contract of the Amount set forth above from moneys held by the Clerk. In this regard, the undersigned hereby certify as follows:

- (i) that the obligation described above was incurred and is a proper charge against the Due Diligence and Planning Services Agreement.
- (ii) that the obligations described above, including any amounts retained by the County in the construction fund to be paid at such later date, have been incurred by, or through, the LLC and that each item thereof is a proper charge against the construction fund and has not been the basis of any previous withdrawal;
- (iii) that all prior distributions made pursuant to previous Payment Requisitions relating to the Facility were applied in the manner set forth in such Payment Requisition;
- (iv) that all required insurance and governmental approvals needed for the construction of the Facility, at this time, is in full force and effect;
- (v) that the Work performed to date has been satisfactorily performed in accordance with the Contractual requirements; and
- (vi) that there has not been filed with or served upon the County or the LLC notice of any valid lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any moneys payable to any of the persons named in such requisition which has not been released or will not be released simultaneously with the payment of such obligation.

HW Spring Training Complex, LLC, a Florida Limited Liability Company

By: \_\_\_\_\_  
Signature/Title

Print Name: Art Fuccillo, Manager

By: \_\_\_\_\_  
Signature/Title

Print Name: Giles Kibbe, Manager

# EXHIBIT H LLC ORGANIZATIONAL CHART

## Ballpark of the Palm Beaches Houston Astros and Washington Nationals Spring Training Complex

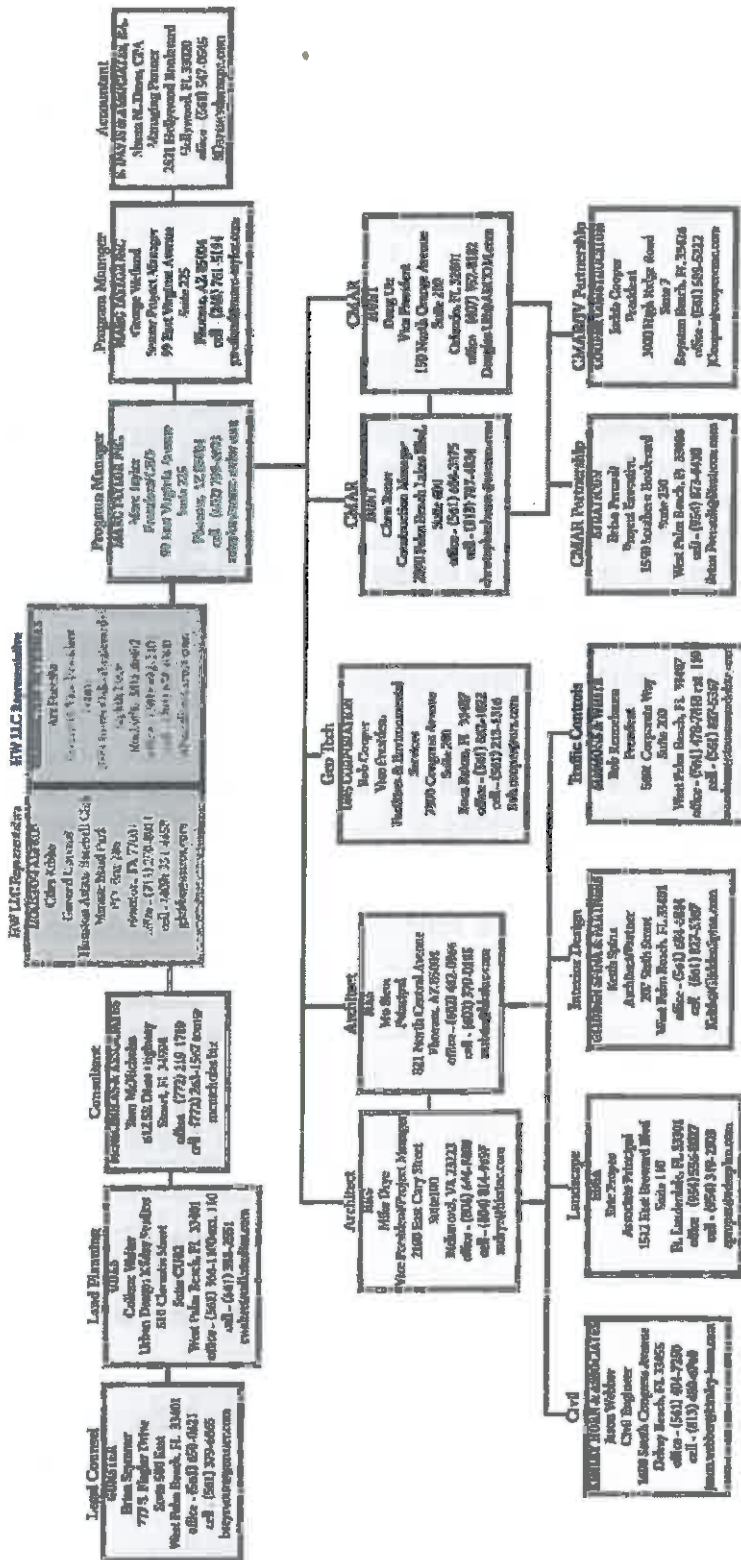


EXHIBIT L-1  
HOUSTON ASTROS  
PAYMENT AND PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY

This RESTATED PAYMENT, PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY (this "Guaranty") is made as of the 20th day of October, 2015, by the Houston Astros, LLC, a Texas Limited Liability Company (the "Guarantor"), in favor of PALM BEACH COUNTY, a political subdivision of the State of Florida (the "County"), and its successors and assigns, and the State of Florida (the "State"), by and through the Florida Department of Economic Opportunity ("DEO"), and its successors and assigns.

RECITALS:

County is contemporaneously herewith entering into the First Restated Developer Agreement (the "Developer Agreement") and the First Restated Sports Facility Use Agreement (the "Sports Facility Use Agreement"), to provide for the construction, development and operation of the baseball spring training facility (the "Facility"), each dated as of the date hereof, and each entered into by and between County and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), and the Sports Facility Use Agreement also being entered into by the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team") and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team") as to Sections 5.1.2, Article 13, Section 16.7 and Section 22.3 thereof, and on March 10, 2015 County entered into a Due Diligence and Planning Services Agreement R-2015-0358 with the LLC, (collectively, the Sports Facility Use Agreement, the Developer Agreement and the Due Diligence and Planning Services Agreement are referred to as the "County Documents").

In order to induce County to enter into the County Documents and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and further, in order to induce DEO to certify the County pursuant to section 288.11631, Florida Statutes, Guarantor hereby agrees for the benefit of County and its successors and assigns and the State, and its successors and assigns, as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if set forth in full.
2. Defined Terms. Capitalized terms used herein shall have the meaning set forth herein. Unless the context otherwise requires and except as otherwise provided herein, capitalized terms used herein that are not defined herein shall have the meaning assigned to such terms in the County Documents.
3. Effective Date. The Effective Date of this Guaranty shall be March 10, 2015.

4. Due Diligence Guaranty. The Guarantor entered into a Due Diligence and Planning Services Guaranty on March 10, 2015 contemporaneously with the Due Diligence and Planning Services Agreement R-2015-0358. This Guaranty replaces and terminates the Due Diligence and Planning Services Guaranty provided by Guarantor, and as a result, the Effective Date of this Guaranty has been made retroactive to the date of the Due Diligence and Planning Services Guaranty.

5. Payment, Performance, Construction and Operation Guaranty. Guarantor hereby unconditionally, absolutely, generally, continually, and irrevocably guarantees to County, and DEO as to the rights and interests of DEO pursuant to the County Documents, all obligations imposed by the County Documents, including, without limitation, the planning, design and permitting of the Project and the completion of construction of the Facility and operation of the Facility pursuant to the County Documents and the payment and performance of all liabilities, obligations and duties imposed on the LLC under each of the County Documents (collectively "the Obligations") as if Guarantor had executed each such County Document in place of the LLC. As this Guaranty replaces and terminates the Due Diligence Guaranty described in Section 4, this Guaranty shall have a commencement date of March 10, 2015 and shall apply to any Obligations from that date forward. This Guaranty shall not terminate until the payment of all sums and performance of all Obligations, except that, to the extent this Guaranty guarantees performance of Obligations which survive the termination of the County Documents, then this Guaranty shall continue to remain in full force and effect.

6. Security. Guarantor has provided a statement from an independent Certified Public Accounting Firm or other independent third-Person (entity) experienced in appraising sports organizations and properties (an "Appraisal Firm"), certifying or opining that the Guarantor has a current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). At least once every five years thereafter until expiration of this Guaranty, Guarantor shall provide an updated letter to the County from one of the above possible sources, re-certifying or opining that the Guarantor has a then current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). Additionally, in any year that a statement as described above, is not due to County, the Guarantor shall provide a statement from an Appraisal Firm or Certified Public Accounting Firm in the form of a letter on letterhead, stating that there have been no material adverse changes in the financial position of the Guarantor that would affect the previously certified minimum net worth or fair value of equity statement set forth above during the last year. Notwithstanding the foregoing, Guarantor shall not be in default or breach of this Section so long as (a) one of the Teams (as defined in the County Documents) has a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000); or (b) the Teams together have a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000). If the aggregate net worth or fair value of equity of both Teams together is equal to an amount less than One Hundred Million and No/100 Dollars (\$100,000,000), then the Teams will be required, for as long a period as such condition shall exist, to provide one or more irrevocable letters of credit in the amount equal to the difference between the combined aggregate stated net worth or fair value of equity of the Teams and One Hundred Million Dollars (\$100,000,000.00) in the form required by and consistent with Palm Beach County Policy and Procedure Memorandum No. CW-F-055 ("Letter of Credit").

7. Letter of Credit or Payment Bond. Guarantor may, at any time, present a Letter of Credit or Payment Bond in the amounts and according to the requirements set forth above in paragraph 6, instead of providing the CPA Firm or other Person (entity) certification described in paragraph 6, and thereafter Guarantor shall be obligated to maintain either a Letter of Credit or Payment Bond as security for the Guaranty in the amounts as set forth above and consistent with Palm Beach County Policies and Procedures.
8. Proprietary Business Information. To the extent permitted by law, this Guaranty does not provide County with access to any proprietary business or financial information of the Teams.
9. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.
10. Severability. If any provision of this Guaranty should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Guaranty shall not be affected thereby.
11. Successors and Assigns. This Guaranty shall inure to the benefit of County and County's successors and assigns and DEO, and DEO's successors and assigns, under any of the County Documents in accordance with the terms thereof, and shall be binding upon Guarantor and its successors and assigns.
12. Waiver of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY COUNTY AGAINST GUARANTOR ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.
13. Acceptance of Performance. County agrees to accept performance by Guarantor of all or any of the Obligations to be performed by the LLC under the County Documents with the same force and effect as though performed by the LLC thereunder.
14. Unconditional, Absolute, Irrevocable General and Continuing Guaranty. The obligations of Guarantor under this Guaranty shall be unconditional, absolute, irrevocable, general, and continuing, irrespective of the genuineness, validity, regularity or enforceability of the County Documents or any security which may have been given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. This Guaranty and the obligations of Guarantor hereunder shall not be affected, impaired, modified or released by reason of: (a) the making by the LLC of any assignment for the benefit of creditors or the bankruptcy or insolvency of the LLC, (b) any action taken by the LLC in any bankruptcy or insolvency proceeding, including, without limitation, disaffirmance or rejection of the County Documents, (c) any default by the LLC or a Team under the County Documents, (d) the liquidation or dissolution of the LLC, (e) any change in or termination of Guarantor's relationship to the LLC, (f) the enforcement by County or DEO of any of its rights under the County Documents, (g) the sale, conveyance, transfer or assignment



by the LLC, of all or any portion of its interest under the County Documents, including, but not limited to, any assignment to an Affiliate of the LLC as authorized by the County Documents, or (h) the transfer by an owner of an interest in the LLC, including its successors and assigns, of all or any part of its ownership interest in the LLC, at any time, to an Affiliate; it being agreed that in the event of any of the foregoing, the liability of Guarantor hereunder shall continue hereunder as if such event had not occurred. County and the LLC, without notice to or consent by Guarantor, may at any time or from time to time enter into such extensions, expansions, amendments, assignments, subleases, or other covenants with respect to the County Documents as they may deem appropriate or desirable, including, without limitation, an expansion of the performance obligations and Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all obligations as so extended, expanded, amended, assigned, sublet, or otherwise modified.

15. Primary Liability; Performance Guaranty. The liability of Guarantor under this Guaranty shall be primary, direct and immediate, and not conditional or contingent upon pursuit by County or DEO of any remedies it may have against the LLC or any other Person with respect to the County Documents or any other agreement, whether pursuant to the terms thereof or by law or pursuant to any other security agreement or guaranty, except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty. Guarantor and County each acknowledge and agree that this Guaranty is a guaranty of performance in respect to the Obligations. Any one or more successive or concurrent actions may be brought hereon against Guarantor with respect to the Obligations, either in the same action or proceeding, if any, brought against the LLC or any other person or entity, or in separate actions as often as County, or DEO, may deem advisable. Guarantor may be joined in any action against the LLC in connection with the County Documents. Recovery may be had by County or DEO against Guarantor in any action against Guarantor without County or DEO first pursuing or exhausting any remedy or claim against the LLC or any other person or entity, as the case may be, or their respective successors or assigns (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty) and Guarantor hereby waives any right it may have to require that County seek recovery against any other Person before seeking recovery against Guarantor (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty). Until termination of this Guaranty in accordance with the provisions hereof, the liability of Guarantor under this Guaranty shall continue after (i) any assignment or transfer by the LLC, or any successor thereof, of any of its interests under the County Documents or (ii) any assignment or transfer by County, or any successor thereof, of any of its interests under the County Documents.

16. Waiver of Presentment, Protest and Notices. Guarantor hereby expressly waives: (a) presentment and demand for payment and protest of nonpayment; (b) notice of acceptance of this Guaranty and of presentment, demand and protest; (c) notice of all indulgences under the County Documents; (d) demand for observance or performance of, or enforcement of, any terms and provisions of this Guaranty or the County Documents; (e) notices of default by or to the LLC under the County Documents; and (f) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

17. No Subrogation. Guarantor shall not enforce any right of subrogation it may now or hereafter have against the LLC by reason of any payments or acts of performance by Guarantor

in compliance with the obligations of Guarantor hereunder, and Guarantor shall not enforce any remedy which Guarantor now or hereafter shall have against the LLC by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder unless and until all of the Obligations of Guarantor have been fully discharged, performed and satisfied, whereupon Guarantor shall have such subrogation rights as may be allowed under applicable law.

18. No Setoff. No setoff, counterclaim or cross-claim, reduction or diminution of any obligation or any defense of any kind or nature (other than performance of the Obligations) shall be available to Guarantor in any action or proceeding brought by County or DEO to enforce the Obligations provided, however, that the foregoing shall not be deemed a waiver of the right of Guarantor to assert any compulsory counterclaim arising, from a claim brought by County or DEO hereunder, nor shall the foregoing be deemed a waiver of or prejudice in any manner whatsoever, Guarantor's right to assert any claim which constitutes a defense, setoff, counterclaim or cross-claim of any nature whatsoever against County in any separate action or proceeding. Guarantor agrees that if at any time all or any part of any amounts at any time received by County or DEO from Guarantor or the LLC, or any other Person, as the case may be, for or with respect to the Obligations is or must be rescinded or returned by County or DEO by reason of any judgment or decree of any court having jurisdiction (including, without limitation, by reason of the insolvency, bankruptcy or reorganization of Guarantor or the LLC, or any other Person), then Guarantor's obligations hereunder shall, to the extent of the amount rescinded or restored, be deemed to have continued in existence notwithstanding such previous receipt by County or DEO and the obligation guaranteed hereunder which was to have been discharged by such rescinded or restored amount shall continue to be effective or reinstated, as the case may be, to the extent of such amount, whether or not this Guaranty has terminated, and the obligations of the Guarantor shall survive the termination hereof.

19. Joint and Several and Cumulative Rights and Remedies. The rights and remedies afforded to County and DEO in this Guaranty are cumulative and are not exclusive of any other right or remedy against Guarantor or any other Person provided by law, in equity or under any other agreement or instrument and all such rights and remedies may be exercised singly or concurrently. No delay or omission by County or DEO in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder shall be deemed made by County or DEO unless in writing and shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of County, and no single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or of any other right or remedy. It is understood by the parties that other agreements similar to this Guaranty may, in County's or DEO's discretion, be executed and delivered by other Persons with respect to the County Documents. This Guaranty shall be joint and several and cumulative of any such agreements, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements.

20. Entire Agreement. This Guaranty shall constitute the entire agreement of Guarantor with County with respect to Guarantor's guaranty of the Obligations.





Attention: James R. Crane

If to County: Palm Beach County  
301 North Olive Avenue, 11th Floor  
West Palm Beach, Florida 33401  
Attention: County Administrator

with a copy to: Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Attention: Real Estate

with a copy to: Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

with a copy to: Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Any Notice may be given, in the manner provided in this Section 21, on behalf of any party by such party's attorneys as designed by such party by Notice hereunder. Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Guarantor, intending to be legally bound, has executed this Guaranty as of the day and year first above written.

WITNESSES:

HOUSTON ASTROS, LLC  
a Texas Limited Liability Company

Thomas R. McNichols

By: [Signature]

Print Name: Thomas R. McNichols

Name: Giles Kibbe

Glendia Y. Harvey  
Print Name: Glendia Y. Harvey

Title: General Counsel

STATE OF Florida

COUNTY OF Palm Beach

)  
)ss:  
)

The foregoing instrument was acknowledged before me this 20th day of October, 2015, by Giles Kibbe, as General Counsel of the Houston Astros, LLC, who is personally known to me or has produced DL# 11039450 as identification.



TRACEY POWELL  
MY COMMISSION # EE 106962  
EXPIRES: February 2, 2016  
Bonded Thru Budget Notary Services

Tracey Powell  
Print Name: Tracey Powell  
Notary Public

EXHIBIT I-2  
WASHINGTON NATIONALS  
PAYMENT AND PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY

This RESTATED PAYMENT, PERFORMANCE AND CONSTRUCTION GENERAL GUARANTY (this "Guaranty") is made as of the 20th day of October, 2015, by the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Guarantor"), in favor of Palm Beach County, a political subdivision of the State of Florida (the "County"), and its successors and assigns, and the State of Florida (the "State") by and through the Florida Department of Economic Opportunity ("DEO"), and its successors and assigns.

RECITALS:

County is contemporaneously herewith entering into the First Restated Developer Agreement (the "Developer Agreement") and the First Restated Sports Facility Use Agreement (the "Sports Facility Use Agreement"), to provide for the construction, development and operation of the baseball spring training facility (the "Facility"), each dated as of the date hereof, and each entered into by and between County and HW Spring Training Complex, LLC, a Florida Limited Liability Company (the "LLC"), and the Sports Facility Use Agreement also being entered into by the Houston Astros, LLC, a Texas Limited Liability Company (the "Astros" or "Team") and the Washington Nationals Baseball Club, LLC, a Washington, DC Limited Liability Company (the "Nationals" or "Team") as to Sections 5.1.2, Article 13, Section 16.7 and Section 22.3 thereof, and on March 10, 2015 County entered into a Due Diligence and Planning Services Agreement R-2015-0358 with the LLC, (collectively, the Sports Facility Use Agreement, the Developer Agreement and the Due Diligence and Planning Services Agreement are referred to as the "County Documents").

In order to induce County to enter into the County Documents and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and further, in order to induce DEO to certify the County pursuant to section 288.11631, Florida Statutes, Guarantor hereby agrees for the benefit of County and its successors and assigns and the State, and its successors and assigns, as follows:

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated herein as if set forth in full.
2. Defined Terms. Capitalized terms used herein shall have the meaning set forth herein. Unless the context otherwise requires and except as otherwise provided herein, capitalized terms used herein that are not defined herein shall have the meaning assigned to such terms in the County Documents.
3. Effective Date. The Effective Date of this Guaranty shall be March 10, 2015.

4. Due Diligence Guaranty. The Guarantor entered into a Due Diligence and Planning Services Guaranty on March 10, 2015 contemporaneously with the Due Diligence and Planning Services Agreement R-2015-0358. This Guaranty replaces and terminates the Due Diligence and Planning Services Guaranty provided by Guarantor, and as a result, the Effective Date of this Guaranty has been made retroactive to the date of the Due Diligence and Planning Services Guaranty.

5. Payment, Performance, Construction and Operation Guaranty. Guarantor hereby unconditionally, absolutely, generally, continually, and irrevocably guarantees to County, and to DEO as to the rights and interests of DEO pursuant to the County Documents, all obligations imposed by the County Documents, including, without limitation, the planning, design and permitting of the Project and the completion of construction of the Facility and operation of the Facility pursuant to the County Documents and the payment and performance of all liabilities, obligations and duties imposed on the LLC under each of the County Documents (collectively "the Obligations") as if Guarantor had executed each such County Document in place of the LLC. As this Guaranty replaces and terminates the Due Diligence Guaranty described in Section 4, this Guaranty shall have a commencement date of March 10, 2015 and shall apply to any Obligations from that date forward. This Guaranty shall not terminate until the payment of all sums and performance of all Obligations, except that, to the extent this Guaranty guarantees performance of Obligations which survive the termination of the County Documents, then this Guaranty shall continue to remain in full force and effect.

6. Security. Guarantor has provided a statement from an independent Certified Public Accounting Firm or other independent third-Person (entity) experienced in appraising sports organizations and properties (an "Appraisal Firm"), certifying or opining that the Guarantor has a current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). At least once every five years thereafter until expiration of this Guaranty, Guarantor shall provide an updated letter to the County from one of the above possible sources, re-certifying or opining that the Guarantor has a then current net worth or fair value of equity in excess of One Hundred Million and No/100 Dollars (\$100,000,000). Additionally, in any year that a statement as described above, is not due to County, the Guarantor shall provide a statement from an Appraisal Firm or Certified Public Accounting Firm in the form of a letter on letterhead, stating that there have been no material adverse changes in the financial position of the Guarantor that would affect the previously certified minimum net worth or fair value of equity statement set forth above during the last year. Notwithstanding the foregoing, Guarantor shall not be in default or breach of this Section so long as (a) one of the Teams (as defined in the County Documents) has a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000); or (b) the Teams together have a net worth or fair value of equity of at least One Hundred Million and No/100 Dollars (\$100,000,000). If the aggregate net worth or fair value of equity of both Teams together is equal to an amount less than One Hundred Million and No/100 Dollars (\$100,000,000), then the Teams will be required, for as long a period as such condition shall exist, to provide one or more irrevocable letters of credit in the amount equal to the difference between the combined aggregate stated net worth or fair value of equity of the Teams and One Hundred Million Dollars (\$100,000,000.00) in the form required by and consistent with Palm Beach County Policy and Procedure Memorandum No. CW-F-055 ("Letter of Credit").

7. Letter of Credit or Payment Bond. Guarantor may, at any time, present a Letter of Credit or Payment Bond in the amounts and according to the requirements set forth above in paragraph 6, instead of providing the CPA Firm or other Person (entity) certification described in paragraph 6, and thereafter Guarantor shall be obligated to maintain either a Letter of Credit or Payment Bond as security for the Guaranty in the amounts as set forth above and consistent with Palm Beach County Policies and Procedures.
8. Proprietary Business Information. To the extent permitted by law, this Guaranty does not provide County with access to any proprietary business or financial information of the Teams.
9. Governing Law. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida.
10. Severability. If any provision of this Guaranty should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Guaranty shall not be affected thereby.
11. Successors and Assigns. This Guaranty shall inure to the benefit of County and County's successors and assigns and DEO, and DEO's successors and assigns, under any of the County Documents in accordance with the terms thereof, and shall be binding upon Guarantor and its successors and assigns.
12. Waiver of Jury Trial. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY COUNTY AGAINST GUARANTOR ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS GUARANTY.
13. Acceptance of Performance. County agrees to accept performance by Guarantor of all or any of the Obligations to be performed by the LLC under the County Documents with the same force and effect as though performed by the LLC thereunder.
14. Unconditional, Absolute, Irrevocable, General and Continuing Guaranty. The obligations of Guarantor under this Guaranty shall be unconditional, absolute, irrevocable, general and continuing, irrespective of the genuineness, validity, regularity or enforceability of the County Documents or any security which may have been given therefor or in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor. This Guaranty and the obligations of Guarantor hereunder shall not be affected, impaired, modified or released by reason of; (a) the making by the LLC of any assignment for the benefit of creditors or the bankruptcy or insolvency of the LLC, (b) any action taken by the LLC in any bankruptcy or insolvency proceeding, including, without limitation, disaffirmance or rejection of the County Documents, (c) any default by the LLC or a Team under the County Documents, (d) the liquidation or dissolution of the LLC, (e) any change in or termination of Guarantor's relationship to the LLC, (f) the enforcement by County or DEO of any of its rights under the County Documents, (g) the sale, conveyance, transfer or assignment

by the LLC, of all or any portion of its interest under the County Documents, including, but not limited to, any assignment to an Affiliate of the LLC as authorized by the County Documents, or (h) the transfer by an owner of an interest in the LLC, including its successors and assigns, of all or any part of its ownership interest in the LLC, at any time, to an Affiliate; it being agreed that in the event of any of the foregoing, the liability of Guarantor hereunder shall continue hereunder as if such event had not occurred. County and the LLC, without notice to or consent by Guarantor, may at any time or from time to time enter into such extensions, expansions, amendments, assignments, subleases, or other covenants with respect to the County Documents as they may deem appropriate or desirable, including, without limitation, an expansion of the performance obligations and Guarantor shall not be released thereby, but shall continue to be fully liable for the payment and performance of all obligations as so extended, expanded, amended, assigned, sublet, or otherwise modified.

15. Primary Liability; Performance Guaranty. The liability of Guarantor under this Guaranty shall be primary, direct and immediate, and not conditional or contingent upon pursuit by County or DEO of any remedies it may have against the LLC or any other Person with respect to the County Documents or any other agreement, whether pursuant to the terms thereof or by law or pursuant to any other security agreement or guaranty, except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty. Guarantor and County each acknowledge and agree that this Guaranty is a guaranty of performance in respect to the Obligations. Any one or more successive or concurrent actions may be brought hereon against Guarantor with respect to the Obligations, either in the same action or proceeding, if any, brought against the LLC or any other person or entity, or in separate actions as often as County, or DEO, may deem advisable. Guarantor may be joined in any action against the LLC in connection with the County Documents. Recovery may be had by County or DEO against Guarantor in any action against Guarantor without County or DEO first pursuing or exhausting any remedy or claim against the LLC or any other person or entity, as the case may be, or their respective successors or assigns (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty) and Guarantor hereby waives any right it may have to require that County seek recovery against any other Person before seeking recovery against Guarantor (except for pursuit by County of its remedies against the issuer of the Letter of Credit or Payment Bond securing this Guaranty). Until termination of this Guaranty in accordance with the provisions hereof, the liability of Guarantor under this Guaranty shall continue after (i) any assignment or transfer by the LLC, or any successor thereof, of any of its interests under the County Documents or (ii) any assignment or transfer by County, or any successor thereof, of any of its interests under the County Documents.

16. Waiver of Presentment, Protest and Notices. Guarantor hereby expressly waives: (a) presentment and demand for payment and protest of nonpayment; (b) notice of acceptance of this Guaranty and of presentment, demand and protest; (c) notice of all indulgences under the County Documents; (d) demand for observance or performance of, or enforcement of, any terms and provisions of this Guaranty or the County Documents; (e) notices of default by or to the LLC under the County Documents; and (f) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

17. No Subrogation. Guarantor shall not enforce any right of subrogation it may now or hereafter have against the LLC by reason of any payments or acts of performance by Guarantor



in compliance with the obligations of Guarantor hereunder, and Guarantor shall not enforce any remedy which Guarantor now or hereafter shall have against the LLC by reason of any one or more payments or acts of performance in compliance with the obligations of Guarantor hereunder unless and until all of the Obligations of Guarantor have been fully discharged, performed and satisfied, whereupon Guarantor shall have such subrogation rights as may be allowed under applicable law.

18. No Setoff. No setoff, counterclaim or cross-claim, reduction or diminution of any obligation or any defense of any kind or nature (other than performance of the Obligations) shall be available to Guarantor in any action or proceeding brought by County or DEO to enforce the Obligations provided, however, that the foregoing shall not be deemed a waiver of the right of Guarantor to assert any compulsory counterclaim arising, from a claim brought by County or DEO hereunder, nor shall the foregoing be deemed a waiver of or prejudice in any manner whatsoever, Guarantor's right to assert any claim which constitutes a defense, setoff, counterclaim or cross-claim of any nature whatsoever against County in any separate action or proceeding. Guarantor agrees that if at any time all or any part of any amounts at any time received by County or DEO from Guarantor or the LLC, or any other Person, as the case may be, for or with respect to the Obligations is or must be rescinded or returned by County or DEO by reason of any judgment or decree of any court having jurisdiction (including, without limitation, by reason of the insolvency, bankruptcy or reorganization of Guarantor or the LLC, or any other Person), then Guarantor's obligations hereunder shall, to the extent of the amount rescinded or restored, be deemed to have continued in existence notwithstanding such previous receipt by County or DEO and the obligation guaranteed hereunder which was to have been discharged by such rescinded or restored amount shall continue to be effective or reinstated, as the case may be, to the extent of such amount, whether or not this Guaranty has terminated, and the obligations of the Guarantor shall survive the termination hereof.

19. Joint and Several and Cumulative Rights and Remedies. The rights and remedies afforded to County and DEO in this Guaranty are cumulative and are not exclusive of any other right or remedy against Guarantor or any other Person provided by law, in equity or under any other agreement or instrument and all such rights and remedies may be exercised singly or concurrently. No delay or omission by County or DEO in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any right or remedy hereunder shall be deemed made by County or DEO unless in writing and shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of County, and no single or partial exercise of any right or remedy hereunder shall preclude any other or further exercise thereof or of any other right or remedy. It is understood by the parties that other agreements similar to this Guaranty may, in County's or DEO's sole discretion, be executed and delivered by other Persons with respect to the County Documents. This Guaranty shall be joint and several and cumulative of any such agreements, and the liabilities and obligations of Guarantor hereunder shall in no event be affected or diminished by reason of such other agreements.

20. Entire Agreement. This Guaranty shall constitute the entire agreement of Guarantor with County with respect to Guarantor's guaranty of the Obligations.



21. Amendment. This Guaranty may not be modified or amended, except by an agreement in writing executed by Guarantor and County.

22. Guarantor's Representations. In order to induce County to enter into this Guaranty, Guarantor represents and warrants to County and DEO that as of the date hereof:

- (i) Guarantor is a limited liability company duly organized, validly existing, and in good standing under the law of the State of Washington, DC;
- (ii) Guarantor has the requisite power and authority to enter into and carry out the terms and provisions of this Guaranty, and the execution, delivery, and performance of this Guaranty have been duly authorized and approved by all requisite action;
- (iii) This Guaranty constitutes a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms (subject to any bankruptcy, insolvency, reorganization, receivership, moratorium or similar laws affecting the rights and remedies of creditors general, and subject to the effect of general principles of equity, whether applied by a court of law or equity);
- (iv) Guarantor's execution and performance of this Guaranty will not result in a breach of violation of, or default under, any laws applicable to Guarantor or any agreement, order, commitment, judgment, or decree by which Guarantor is bound;
- (v) The person executing this Guaranty on behalf of Guarantor has all requisite authority to do so, as a duly authorized officer of Guarantor; and
- (vi) Guarantor is solvent and will not be rendered insolvent by reason of this Guaranty.

23. Notices. Whenever it is provided herein that notice, demand, request, consent, approval or other communication shall or may be given to, or served upon, either of the parties by the other, or whenever either of the parties desires to give or serve upon the other any notice, demand request, consent, approval or other communication with respect hereto, each such notice, demand, request, consent, approval or other communication (herein referred to as a "Notice") shall be in writing and shall be effective for any purpose only if given or served by (i) certified or registered U.S. Mail, postage prepaid, return receipt requested, (ii) personal delivery with a signed receipt or (iii) a recognized national courier service, addressed as follows (or to such other addresses as a party may direct by a Notice to the other party hereto):

If to Guarantor:                    Mark D. Lerner  
   Vice Chairman & Principal Owner  
   Washington Nationals Baseball Club  
   Nationals Park  
   1500 South Capitol Street, SE  
   Washington, DC 20003

with a copy to:                    Arthur Fuccillo  
   Executive Vice President

Lerner Enterprises  
2000 Tower Oaks Boulevard  
Eighth Floor  
Rockville, Maryland 20852

If to County: Palm Beach County  
301 North Olive Avenue, 11th Floor  
West Palm Beach, Florida 33401  
Attention: County Administrator

with a copy to: Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401  
Attention: Real Estate

with a copy to: Facilities Development & Operations  
2633 Vista Parkway  
West Palm Beach, FL 33411

with a copy to: Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

Any Notice may be given, in the manner provided in this Section 21, on behalf of any party by such party's attorneys as designed by such party by Notice hereunder. Every Notice shall be effective on the date actually received, as indicated on the receipt therefor or on the date delivery thereof is refused by the recipient thereof.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, Guarantor, intending to be legally bound, has executed this Guaranty as of the day and year first above written.

WITNESSES:

WASHINGTON NATIONALS  
BASEBALL CLUB, LLC, a  
Washington, DC Limited Liability  
Company

*Thomas E. Nichols*

Print Name: Thomas E. Nichols

By: *[Signature]*

Name: Arthur N. Fuccilli

*Glenda Y. Harvey*

Print Name: Glenda Y. Harvey

Title: Authorized Representative

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

)ss:

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 2015, by Arthur N. Fuccilli, as Authorized Rep of the Washington Nationals Baseball Club, LLC, who is personally known to me or has produced DL# F-240-071-630-751 as identification.



*Tracey Powell*  
Print Name: Tracey Powell  
Notary Public

**EXHIBIT J**  
**SOLID WASTE RELOCATION**

1. **Preamble.** This Agreement authorizes the LLC to relocate solid waste (other than reclaimed sand and fines) which are unsuitable materials on which to support structural improvements. Should the LLC implement the relocation option, the requirements of this **Exhibit J**, including obtaining all required regulatory approvals, shall apply.
  
2. **Preparation of Studies.** The LLC shall commission a study(ies) which, at a minimum, will evaluate the volume and type of solid wastes which are to remain on-Site, taking into account the list of prohibited materials listed in item 3 below, the level of constituents which were identified in the Limited Site Assessment Report prepared by URS and may be contained in any solid waste to be retained or relocated, the proposed location(s) to receive the solid waste, the proposed method of placement (ie: burying, piling, etc); distance(s) between solid waste and water table, proposed fill cap, compaction methodology, and a list of all required regulatory permits and approvals (Study). The conclusion of the Study shall be a specific purpose plan for the retention and/or relocation of solid waste on the Site in a format, and with content, suitable to clearly explain the proposal to the public at large. The County shall have the ability to review and approve the study for the sole purpose of determining compliance with this Section.
  
3. **Prohibited Materials.** The following materials shall be prohibited from remaining on-Site as herein contemplated and as part of the LLC's implementation of this cost savings measure:
  - a. any material other than solid waste which currently exists on the Site as result of the Site's historic use as the City of West Palm Beach Former Yard Trash Facility;
  - b. any material(s) that is classified, defined or otherwise identified as hazardous by any government entity, agency, organization and/or authority;
  - c. any non-solid material including, but not limited to, manure, oils, paint, pesticides, refrigerants and septage;
  - d. any material that is customarily acceptable for recycling (i.e. plastic, glass, paper, etc.) and reuse (i.e. wood, ferrous metal, etc.), excluding any residual and incidental amount thereof;
  - e. ammunition, guns, firearms, explosives and flares;
  - f. appliances;
  - g. batteries;
  - h. bio-medical waste, drugs, medicine and pharmaceuticals;
  - i. boats, vehicles, RVs and trailers and any other motorized device or part;
  - j. cathode ray tubes (CRTs);
  - k. drums/barrels, gas cylinders, and containers formerly used or intended for the storage of paint, fuel, or flammable content;
  - l. electronics;
  - m. ferrous metal;
  - n. grease, cooking oils, lubricating oil and petroleum based oils;

- o. fluorescent lamps;
  - p. mercury containing devices;
  - q. photo wastes, x ray waste and film;
  - r. radio-active materials;
  - s. special wastes such as manufacturing process wastes or filter media;
  - t. tires;
  - u. vegetative wastes including street sweepings; or
  - v. asbestos containing materials ("ACM").
4. **Coordination with Municipalities.** After the County has approved the Study pursuant to Section 2, prior to making application to any regulatory agency for implementation of this cost savings measure (including the City of West Palm Beach in their regulatory capacity), and after distributing the results of the Study listed in Section 2 above, the LLC shall facilitate a discussion with the City of West Palm Beach (if the proposed location is in the Buffer Area and/or City Park). If the LLC is to move forward with the retention/relocation of solid waste, the LLC must obtain written documentation from the City confirming that the City has reviewed the Study and does not oppose the LLC implementing this measure.
5. **Regulatory Permits and Approvals.** The LLC shall have sole responsibility for securing the necessary regulatory permits and approvals to fully implement the retention and/or relocation of solid waste on Site. Other than executing any applications for regulatory permits and approvals, the County shall have no obligation to explain, support or otherwise comment on the LLC's proposal. Notwithstanding the above, the County shall have the right to comment if it so chooses.
6. **Implementation.** Prior to moving and covering any solid waste the LLC shall obtain and provide the County Representative with a letter signed and sealed by an engineer licensed in the State of Florida or other appropriately qualified professional that is licensed in the State of Florida; a) identifying the specific composition of the solid waste to be relocated, and b) attesting that all solid waste to remain on Site is in conformance with the list of prohibited materials in item 3 above.
7. **Regulatory Compliance.** The LLC, at its sole cost and expense, shall be responsible for complying with all terms and conditions associated with each and every regulatory approval required to relocate solid waste including, but not necessarily limited to, physical improvements to the Site that are otherwise not required, groundwater monitoring wells, groundwater sampling, audits, reports, and inspections as may be required by any permitting authority.
8. **Liability.** The LLC agrees to indemnify, defend, and save harmless the County from any and all cost, expense and liability arising from or out of or as a result of the LLC's implementation of this relocation of solid waste option. The LLC shall have full and complete responsibility for any removal, transport, remediation or disposal required in order to resolve and conclude any environmental action and restore compliance with environmental laws, as well as for reasonable attorney's fees and costs.

9. Allocation of Cost Savings. If this Cost Savings measure is implemented by the LLC, the LLC agrees that it will share the savings with the County as a Pre-Construction Cost Savings in accordance with Section 8.4.3 of this Agreement. The LLC also acknowledges that the Budgeted Amount will be reduced by the County's share of the savings and the treatment of the area for property insurance and renewal/replacement responsibility will be identified on Exhibit F of this Agreement.

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# **Cost-Benefit Analysis of the Spring Training Franchises' Impact on Palm Beach County**



August 1st, 2018

**Key Findings: Ballpark of the Palm Beaches  
Annual Reporting Requirement for 2018 State Funding Agreement**

The Palm Beach County Tourist Development Council, utilizing our contracted agency for sports tourism marketing and grant administration the Palm Beach County Sports Commission, has provided the following details surrounding MLB Spring Training Baseball and Amateur Baseball in Palm Beach County at the newly named FITTEAM Ballpark of the Palm Beaches (FBTPB) and at our Roger Dean Chevrolet Stadium (RDCS). We have included RDCS in our report to highlight the fact that Palm Beach County holds the unique benefit of now having two MLB Spring Training facilities, each housing two teams, the only County in Florida having made this investment to host four MLB teams for spring training. The funding sources for the debt service and ongoing upkeep associated with the FBTPB are from a combination of Tourist Development Taxes (Bed Taxes) collected from visitors to Palm Beach County, a State of Florida Grant and use fees payable from the limited liability corporation (LLC) for the use of the spring training facility. The second year of operation for FBTPB, provided an estimated spring training economic benefit to the County of \$77.3M. The combined investment of \$185M in public funding provides continuing returns to Palm Beach County and hence the State of Florida.

The economic impact of the one-time construction of this two-team spring training facility, along with the ongoing economic benefits of visitation, visitor spending, job creation and overall economic impact, as well as directly supporting the retention of MLB Spring Training at RDCS was the basis of the decision to invest in our second two-team spring training facility. The projections are found in the attached study by Tourism Economics, an Oxford Economics Company (Reference The Economic Impact of a New Spring Training Facility in West Palm Beach, FL: "Study"), well respected for these types of studies and carried out for tourism associations, convention and visitor bureaus, state tourism offices and national tourism offices across every region of the world.

The Sports Commission has updated the information provided in the County's certification application to incorporate the results of Spring Training 2018 and other notable events that occurred through mid-summer at FBTPB, which also leveraged RDCS, allowing us to attract larger amateur events extending our utilization into the Summer of 2018. Thus, it would be incomplete to report only FBTPB, when both facilities complement one another and solidify positive returns to Palm Beach County and Florida at large. See attached Sports Commission reporting.

Submitted for the Tourist Development Council:

  
Glenn Jergensen  
Palm Beach County  
Tourist Development Council, Executive Director







July 31, 2018

Mr. Glenn Jergensen  
Executive Director  
Palm Beach County Tourist Development Council  
1555 Palm Beach Lakes Blvd. Suite 900  
West Palm Beach, FL 33401

Dear Glenn,

Palm Beach County is the Major League Baseball (MLB) Spring Training Capital of Florida. Since 1998, Palm Beach County has been home to Roger Dean Chevrolet Stadium in Jupiter, which was the first baseball complex in Florida to host two MLB teams for Spring Training. Today, the Miami Marlins and St. Louis Cardinals occupy Roger Dean Chevrolet Stadium. The 2017 MLB Spring Training season brought Florida its second baseball complex built to accommodate two teams. FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach, is home to the Houston Astros and Washington Nationals. The Palm Beaches represents Florida's only county that maintains two, two-team complexes. In total, four (4) of the fifteen (15) MLB teams participating in Florida's Grapefruit League are playing baseball in The Palm Beaches.

Palm Beach County experienced significant economic benefits from the 2018 MLB Spring Training season. Palm Beach County was home to 25% of Florida's spring training games and nearly 20% of the Grapefruit League's attendance.

Between FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium, a total of 59 games were played in The Palm Beaches between February 23 and March 25, 2018. The 59 games generated a total attendance of **276,634**, which is the second largest MLB Spring Training audience compared to other counties in Florida. The large attendance and annual impact can be influenced by many factors, but Palm Beach County is fortunate to have partnerships with the St. Louis Cardinals, Miami Marlins, Houston Astros, and Washington Nationals. These teams represent vibrant travel markets that are important to Florida's economy. After their FITTEAM Ballpark of the Palm Beaches debut, the Houston Astros won their first World Series Championship in franchise history. The Astro's World Series Championship no doubt added a 21.5% increase in attendance during the 2018 MLB Spring Training season at FITTEAM Ballpark of the Palm Beaches (compared to 2017). This is one of the largest growth rates for attendance experienced in the Grapefruit League.

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The economic impact derived from FITTEAM Ballpark of the Palm Beaches over the last two Spring Training seasons represents the highest accumulated in Palm Beach County's history. The impact is a result of several aspects, including the novelty and excitement that comes with the berth of a new sports facility. This novelty effect motivates fan-bases to travel and obtain a new experience. Furthermore, the Washington D.C. market is considered one of the "Super Six" travel markets, which creates the majority of domestic visitation for Florida. Individuals from Washington D.C. and surrounding areas are seeking a reason to visit the state. Houston also represents a strong travel market. The Houston Astros is one of two teams from Texas, which is the third largest origin state for Florida visitors. Houston ranks as the 14<sup>th</sup> largest travel market for Florida. FITTEAM Ballpark of the Palm Beaches total attendance during the 2018 MLB Spring Training season was 141,934. The Washington Nationals accumulated a total attendance of 74,003 while the Houston Astros amassed an attendance of 67,931.

In 2018, Palm Beach County enjoyed another exciting season of Spring Training Baseball at Roger Dean Chevrolet Stadium. As one of the premier brands in Major League Baseball, the St. Louis Cardinals own a dedicated and loyal following from St. Louis and the surrounding Missouri towns, as well as the metro east Illinois area. The St. Louis Cardinals have one of the most faithful and active fan bases in sports and Palm Beach County is a routine spring vacation destination for these baseball enthusiasts across the Midwest. In addition to the Cardinals, the Miami Marlins represent one of only two MLB franchises in Florida. The Miami Marlins create visitation to Palm Beach County through drive markets. Total attendance for Roger Dean Chevrolet Stadium during the 2018 MLB Spring Training season is 134,700. The St. Louis Cardinals accumulated a total attendance of 81,488 while the Marlins compiled an attendance of 53,212.

In addition to the St. Louis Cardinals and the Miami Marlins, Roger Dean Chevrolet Stadium is the only complex in the nation to host four minor league teams: The Jupiter Hammerheads of the Class A-Advanced Baseball Florida State League; The Palm Beach Cardinals of the Class A-Advanced Baseball Florida State League; The Gulf Coast Marlins of the Rookie-level Gulf Coast League; and The Gulf Coast Cardinals of the Rookie-level Gulf Coast League. This activity also creates economic benefits and stimulates bed tax revenues for The Palm Beaches.

Palm Beach County's baseball facilities ranked among the leaders in total attendance for Florida's Grapefruit League. FITTEAM Ballpark of the Palm Beaches ranked third and Roger Dean Chevrolet Stadium was fourth in attendance compared to all other MLB Spring Training facilities in Florida. Only, Steinbrenner Field in Tampa, which is home to the New York Yankees, and JetBlue Park in Fort Myers, which is home to the Boston Red Sox, generated a higher audience for the year.

Due to the amenities that accompany a two-team complex, FITTEAM Ballpark of the Palm Beaches in combination with Roger Dean Chevrolet Stadium has transformed Palm Beach County into the premier destination for amateur baseball events. The nation's largest baseball tournaments are taking place in Palm Beach County, including some of the most admired brands in amateur baseball. These baseball tournaments are utilizing both, FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium from April through November, creating year-round activity. In addition to baseball, FITTEAM Ballpark of the Palm Beaches has the capability to host a multitude of other sports activities. The complex features five (5) multi-purpose fields, designed to FIFA (Fédération Internationale de Football Association) soccer specifications. The multi-purpose fields are an ideal home for field sports, such as soccer, lacrosse, rugby, field hockey, flag and tackle football, and more. The economic benefits derived from amateur baseball tournaments and other sports activities is substantial.

Major League Baseball, and specifically, the St. Louis Cardinals, Miami Marlins, Houston Astros, and Washington Nationals, have been and will continue to be an extremely beneficial investment for Palm Beach County. The Palm Beach County Sports Commission looks forward to growing the number of sports related visitors that are traveling to The Palm Beaches to experience the best of baseball. Our Sports Commission will continue to create a positive impact through promotion and utilization of these facilities.

Sincerely,



George Linley  
Executive Director  
Palm Beach County Sports Commission

## **Economic Impact of Major League Baseball Spring Training in Palm Beach County**

Major League Baseball (MLB) Spring Training brings an enormous economic and tourism impact to Palm Beach County. The below information has been assembled to project the economic impact created from Spring Training activity that occurred at FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach and Roger Dean Chevrolet Stadium, located in Jupiter.

FITTEAM Ball Park of the Palm Beaches, which hosts the Houston Astros and Washington Nationals, finished its second MLB Spring Training season after opening in February of 2017. Roger Dean Chevrolet Stadium, home to the St. Louis Cardinals and Miami Marlins completed its 21<sup>st</sup> season in The Palm Beaches. These two facilities represent the only two-team MLB Spring Training complexes that reside in Florida.



***Economic Impact of Major League Baseball Spring Training  
at the FITTEAM Ballpark of The Palm Beaches***

Palm Beach County experienced a robust Major League Baseball (MLB) Spring Training season in 2018 due to the opening of the Ballpark of the Palm Beaches in West Palm Beach. The FITTEAM Ballpark of the Palm Beaches' second year of existence created a tremendous economic and tourism impact. Home to the World Series Champion, Houston Astros, and Washington Nationals, the FITTEAM Ballpark of the Palm Beaches, is one of two baseball complexes in Florida that accommodates two MLB franchises. The other baseball complex in Florida that hosts two MLB teams also resides in Palm Beach County (Roger Dean Chevrolet Stadium).

The methodologies provided in this analysis are derived from the Major League Baseball Florida Spring Training Economic Impact Report, published in June of 2009 by the Florida Sports Foundation and the Bonn Research Group. The information contained herein represents the estimated economic impact projection to Palm Beach County because of spending activity associated with Spring Training at the FITTEAM Ballpark of the Palm Beaches.

The FITTEAM Ballpark of the Palm Beaches accumulated a total attendance of **141,934** over 30 games. The Houston Astros compiled an attendance of **67,931** over 15 games and the Washington Nationals attracted an audience of **74,003** over 15 games. The below information has been assembled to project the economic impact created at the FITTEAM Ballpark of the Palm Beaches during the 2018 MLB Spring Training season.

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to Palm Beach County specifically for MLB Spring Training
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida that came to the Palm Beaches for another primary purpose, but included MLB Spring Training by attending game(s)
- **Non-County-Primary Purpose:** This indicates a visiting party from another county in Florida that came to the Palm Beaches specifically for MLB Spring Training
- **Non-County-Other Purpose:** This indicates a visiting party from another county in Florida that came to the Palm Beaches for another primary purpose, but included MLB Spring Training by attending game(s)
- **Local –** Local attendees were not included in the economic impact projections.



Ballpark of the Palm Beaches Spring Training Attendees / Out-of-State- Primary Purpose	Output
23.12% are Out-of-State Visitors with Spring Training as Primary Purpose	32,815
Party Size - Average Party Size for Out of State Visitors = 3	10,938
Average cumulative number of nights stayed (7.53)	82,366
Direct visitor spending - Average direct visitor spending per party = \$371.28	\$30,580,850

Ballpark of the Palm Beaches Spring Training Attendees / Out of State-Other Purpose	Output
24.94% are Out-of-State Visitors with Other listed as Primary Purpose	35,398
Average Party Size for Out of State Visitors = 3.08	11,493
Average cumulative number of nights stayed (9.66)	111,022
Average visitor spending per party = \$395.43	\$43,901,455

Ballpark of the Palm Beaches Spring Training Attendees / Non County -Primary Purpose	Output
24.22% are Non-County Visitors with Spring Training as the Primary Purpose	34,376
Average Party Size for Out of State Visitors = 2.81	12,234
Average cumulative number of nights stayed (0.39)	4,771
Average direct visitor spending per party = \$171.73	\$819,342

Ballpark of the Palm Beaches Spring Training Attendees / Non-County- Other Purpose	Output
3.55% are Out-of-State Visitors with Spring Training as Primary Purpose	5,039
Average Party Size for Out of State Visitors = 2.68	1,880
Average cumulative number of nights stayed (3.36)	6,317
Average visitor spending per party = \$314	\$1,983,576

The estimated economic from attendees for MLB Spring Training Baseball taking place at the Ballpark of the Palm Beaches is **\$77,285,223**. The benefits of spring training baseball were evident in a surge of visitors traveling from Houston and Washington D.C. The Astros experienced a 21.5% increase in spring training attendance after winning the World Series in October of 2017.



***FITTEAM Ballpark of the Palm Beaches encourages visitation from  
Florida's key travel markets***

Florida's newest Major League Baseball (MLB) Spring Training complex, FITTEAM Ballpark of the Palm Beaches, Inspires visits from two of Florida's targeted travel markets. As the Spring Training home for the Houston Astros and Washington Nationals, FITTEAM Ballpark of the Palm Beaches is a catalyst for tourism. The Houston Astros won the World Series following the FITTEAM Ballpark of the Palm Beaches' Inaugural season, which created more awareness and motivation for the southwest baseball fanbase to visit The Palm Beaches during the 2018 Spring Training season. Discover The Palm Beaches, the official tourism marketing corporation for Palm Beach County, reported visitors from Houston increased by 11.5% during the first quarter of 2018 (January -April). Since 2014, visitation from Houston has experienced a remarkable 78% during the first quarter. Undoubtably, the FITTEAM Ballpark of the Palm Beaches has boosted visits from Houston. See the below chart, which shows the travel growth from Houston (2014-2018):

Visitation	Q1 2014	Q1 2015	Q1 2016	Q1 2017	Q1 2018
Houston	15,300	18,000	19,900	24,500	27,300

While the growth rate from Washington D.C. visitors does not mirror Houston, this travel market is very valuable to the state of Florida. Visit Florida recognizes Washington D.C as one of the state's "Super Six" travel markets, which offer the greatest contributors to Florida's 102.3 million visitors in 2018. Visitors to Florida from Washington D. C. have the highest average household income among the other six travel markets. One In three of Florida's visitors from Washington D.C. are "Millennials", which is the greatest share compared to the other top six markets.

While Washington D.C. is positioned as one of Florida's top five (5) targeted domestic travel markets (DMA), Houston ranks 13<sup>th</sup> and is considered a secondary designated market area. Almost half of Florida's domestic visitors originate from a Super Six travel market or one of the other nine (9) secondary DMAs. Palm Beach County's effort to develop and maintain the FITTEAM Ballpark of the Palm Beaches provides significant tourism benefits to the state of Florida.



***Palm Beach County gains recognition through the Houston Astros World Series Championship***

Spring training is the foundation of a Major League Baseball team's performance and Palm Beach County played a pivotal role in the Houston Astros' first World Series Championship in franchise history. Palm Beach County celebrated the World Series Championship alongside the people of Houston. The national notoriety that comes with winning a World Series shined a spectacular spotlight on The Palm Beaches and Florida. Furthermore, Palm Beach County utilized the Astro's World Series Championship to support under privileged youth. The Houston Astros provided 500 tickets for Palm Beach County youth-based organizations to attend the Astro's Spring Training game on February 24<sup>th</sup>. The Palm Beach County Sports Commission worked with Palm Beach County Youth Services (Empowerment Centers) and Palm Beach County Parks and Recreation to provide tickets to children from across the County, including Pahokee, Belle Glade, South Bay, and the City of Riviera Beach. The World Series Trophy was displayed within the concourse of FITTEAM Ballpark of the Palm Beaches during this game.





## **FITTEAM Ball Park of the Palm Beaches – MLB Spring Training Complex- Multi-Purpose - Year-Round Use**

The FITTEAM Ballpark of the Palm Beaches is a Major League Baseball (MLB) Spring Training Complex equipped with multi-sports capabilities, which allows for utilization on a year-round basis. The facility, which features a modernized 7,500 seat baseball stadium, 13 MLB regulation baseball diamonds, state-of-the-art press box and clubhouse facilities, and five (5) multi-purpose fields designed to FIFA soccer specifications, is built to host a variety of sports activities throughout the year. This facility undoubtedly enhances Palm Beach County's position as a premier sports destination while hosting sporting events that create widespread economic and community benefits. The Palm Beach County Sports Commission, as the sports tourism agency for Palm Beach County, recruits and develops a variety of sporting events to occupy FITTEAM Ballpark of the Palm Beaches. These events will bring visitors from across the state, nation, and globe.

### ***Economic Impact of Amateur Baseball Events in Palm Beach County***

The combination of the FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium provides a significant competitive advantage for the Palm Beach County Sports Commission and its efforts to secure regional and national baseball tournaments that will create a countywide tourism impact to The Palm Beaches. These baseball complexes offer a total of 26 diamonds and two stadiums, which makes Palm Beach County one of Florida's premier destinations for baseball. From July 1, 2017 to June 30, 2018, the Palm Beach County Sport Commission supported 29 regional and national baseball tournaments and showcases, which attracted primarily amateur and youth athletes. These events occupied our county's baseball facilities and created a considerable economic and tourism impact during the shoulder season



These amateur baseball tournaments brought over 1,100 travel teams consisting of more than 17,000 athletes and 23,000 spectators to The Palm Beaches. A total of 32,572 hotel room nights were tracked. These events generated \$22,800,400 in economic impact for Palm Beach County's hospitality industry. The FITTEAM Ballpark of the Palm Beaches is directly related to 24,952 trackable hotel room nights and \$17,466,400 in economic impact. Please see the attached spreadsheet, referred to as "Amateur Baseball Events in Palm Beach County", for a detailed breakdown of this impact.

The Palm Beach County Sports Commission believes the tourism created from baseball activities during Palm Beach County's shoulder season activities will continue to rise significantly. The combination of FITTEAM Ballpark of the Palm Beaches and Roger Dean Chevrolet Stadium provides a landscape to recruit tourism generating baseball events and foster the growth of amateur baseball properties.

### ***The FITTEAM Ballpark of the Palm Beaches is a Multi-Purpose Venue***

In addition to baseball, the FITTEAM Ball Park of the Palm Beaches has the capability to host a multitude of other sports activities. This new facility features five (5) multi-purpose fields designed to FIFA (Fédération Internationale de Football Association) soccer specifications. The Palm Beach County Sports Commission will utilize the multi-purpose fields to promote sports tourism and recruit statewide, national, and International sports events that would enlist a collection of new visitors for Palm Beach County and Florida. The multi-purpose fields will host a number of field sports, such as soccer, lacrosse, rugby, field hockey, flag and tackle football and more. The FIFA dimensions are applicable to host all age groups and competition levels for the nation's most popular field sports.

Four (4) non-baseball events occupied the multi-purposes fields located at the FITTEAM Ballpark of the Palm Beaches during the summer of 2018. The Palm Beach Cup, a Florida Youth Soccer Association (FYSA) sanctioned soccer tournament for boys and girls (ages 9 to 19) took place on May 11-13, 2018. Over 180 teams from across Florida and the southeast region of the United States competed. The South Florida Turkey Shootout, Florida Lacrosse Festival, and CHE Lacrosse Palm Beach Shootout took place at the FITTEAM Ballpark of the Palm Beaches on November 18-19, January 6-7, and June 2-3, respectively. These lacrosse tournaments attracted teams and athletes from across the nation. Combined, these events generated over 1,500 room nights for Palm Beach County hotels.

Overtime, the FITTEAM Ballpark of the Palm Beaches will attract more sports activities that create economic and community benefits on a year-round basis. The FITTEAM Ballpark of the Palm Beaches has already demonstrated its ability to be a superior vehicle for sports tourism over its young two-year life cycle.



## **Hotel Room Night Impact Tracked from Major League Baseball Spring Training**

One of the major benefits derived from Spring Training is the surge of business provided to Palm Beach County's hospitality industry. The Palm Beach County Sports Commission tracked **35,500 hotel room nights** from Major League Baseball (MLB) Spring Training and related activities in 2018. These room nights are from direct hotel blocks for team personnel, players, and some travel groups. Room night generation from leisure travelers that visit The Palm Beaches to enjoy Spring Training are not included. The following is a breakdown of trackable Spring Training room nights:

- Major League Baseball Spring Training at FITTEAM Ballpark of the Palm Beaches is responsible for 10,386 hotel room nights (tracked as of June 30, 2018)
- Major League Baseball Spring Training at Roger Dean Chevrolet Stadium is responsible for 18,469 hotel room nights (tracked as of June 30, 2018)
- Minor League Baseball (Class A-Advanced Baseball, Florida State League and the Rookie-level Gulf Coast League) is responsible for 6,645 hotel room nights (tracked as of June 30, 2018)





## Amateur Baseball Events in Palm Beach County July 1, 2017 - June 30, 2018

Event	Facility	Date	# of Teams	Athletes	Spectators	Room Nights	Estimated Visitor Spending
Perfect Game Youth Florida Baseball Series	FITTEAM Ballpark of the Palm Beaches	July 1-5 & July 14-17, 2017	32	480	720	433	\$317,100
Babe Ruth Baseball (11U) State Finals	Okeechobee Park	July 6-9, 2017	10	130	175	77	\$51,900
Cal Ripken Baseball Rookie Southeast Regional Championships	Gardens Park	July 18-22, 2017	30	360	720	866	\$606,200
The Wave Invitational	FITTEAM Ballpark of the Palm Beaches	July 21-25, 2018	62	1,116	1,674	711	\$497,700
National Beep Baseball Association (NBBA) World Series	Village Park	July 23-30, 2017	22	550	275	1,833	\$1,353,100
American Legion Florida State Championship	Santaluces Athletic Complex	July 26-30, 2017	22	330	495	194	\$135,800
Prospect Select Baseball - Palm Beach Classic	FITTEAM Ballpark of the Palm Beaches	September 22-24, 2017	30	450	675	334	\$233,800
Harbor 360 Fall Classic	FITTEAM Ballpark of the Palm Beaches	October 11-15, 2017	6	78	N/A	224	\$156,800
SACSN Invitational Team Championships	Roger Dean Chevrolet Stadium	October 13-15	10	150	40	24	\$16,800
Perfect Game World Wood Bat Association (WWBA) Championships	Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	October 19-23, 2017	88	1,584	2,376	3,381	\$2,366,700
Perfect Game Freshman World Series	Roger Dean Chevrolet Stadium & FITTEAM Ballpark of the Palm Beaches	October 20-23, 2017	72	1,296	1,944	3,216	\$2,251,200
World Comes to The Palm Beaches	FITTEAM Ballpark of the Palm Beaches	November 3-5, 2017	18	324	486	380	\$266,000
National Adult Baseball Association (NABA) East Coast World Series	Roger Dean Chevrolet Stadium	November 2-5, 2017	8	144	72	15	\$10,500
Puerto Rico Baseball National Team Training	Roger Dean Chevrolet Stadium	November 3-26, 2017	N/A	40	N/A	403	\$282,100
Perfect Game Youth Florida Baseball Fall Series	FITTEAM Ballpark of the Palm Beaches	November 18-19 & December 2-3, 2018	38	570	855	318	\$222,600

# Amateur Baseball Events in Palm Beach County July 1, 2017 - June 30, 2018

Event	Facility	Date	# of Teams	Athletes	Spectators	Room Nights	Estimated Visitor Spending
Coast to Coast Baseball Winter Showcase	Roger Dean Chevrolet Stadium	December 27-31, 2017	N/A	320	320	215	\$150,500
Baseball Instructional Camp	Roger Dean Chevrolet Stadium	January 3-17, 2018	N/A	120	N/A	669	\$468,300
Game Day USA Junior American Camps	FITTEAM Ballpark of the Palm Beaches & Jupiter Community Park	January 12-14, 2018	30	400	600	1,980	\$756,000
St. Louis Cardinals Fantasy Camp	Roger Dean Chevrolet Stadium	January 18-29, 2018	N/A	315	N/A	988	\$691,600
Palm Beach College & International Baseball Festival	Samrautes Athletic Complex	March 6-30, 2018	28	700	1,050	1,958	\$1,370,600
Hardball 360 Fall Classic	FITTEAM Ballpark of the Palm Beaches	April 4-8, 2018	4	42	N/A	139	\$97,300
Play at the Plate	Roger Dean Chevrolet Stadium	April 5-8, 2018	N/A	300	N/A	157	\$109,900
Canada Junior National Team Extended Spring Training	FITTEAM Ballpark of the Palm Beaches	April 18-29, 2018	N/A	56	N/A	307	\$214,900
Perfect Game AAU Florida Showcase	FITTEAM Ballpark of the Palm Beaches	April 28-29, 2018	225	225	335	120	\$84,900
The Sun Conference Baseball Championship	FITTEAM Ballpark of the Palm Beaches	May 3-8, 2018	6	150	600	313	\$219,100
Under Armour Memorial Day Classic	Roger Dean Chevrolet Stadium	May 25-28, 2018	26	390	585	121	\$84,200
South Florida Collegiate Baseball League	Various baseball facilities throughout Palm Beach County	June 2 - July 27, 2018	10	250	250	2,577	\$1,803,900
Prospect Selects Baseball - The Pedro Search Classic	FITTEAM Ballpark of the Palm Beaches, Roger Dean Chevrolet Stadium & Samrautes Athletic Complex	June 8-11, 2018	236	4,284	6,426	4,963	\$3,676,100
USA Baseball National Team Championships	FITTEAM Ballpark of the Palm Beaches & Roger Dean Chevrolet Stadium	June 15 - July 1, 2018	90	1,980	2,970	6,436	\$4,505,200
<b>TOTALS</b>			<b>1,105</b>	<b>17,135</b>	<b>23,663</b>	<b>32,572</b>	<b>\$22,800,400</b>



**PALM BEACH  
SPORTS.COM**

## MEMORANDUM

**Date:** July 27, 2018

**To:** Glen Jergensen

**From:** George Linley

**Subject:** Ballpark of the Palm Beach Beaches – Economic Impact Report

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Tourism Economics, a marketing research firm with vast experience in providing actionable and credible analysis of tourism, was outsourced to conduct an economic impact study, for Spring Training activities at the FITTEAM Ballpark of the Palm Beaches, located in West Palm Beach. The report includes a one-time economic impact attributable to the construction and development of this facility and annual, ongoing impacts attributable to stadium operations and ancillary (attendee spending) at local establishments and businesses outside the stadium.

Please see the report on the FITTEAM Ballpark of the Palm Beaches provided by Tourism Economics. This study provides a detailed analysis on projected economic impact benefits created for the City of West Palm Beach and Palm Beach County.

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**JUST BRING YOUR GAME**

**Palm Beach County Sports Commission**

2195 Southern Blvd., Suite 5500, West Palm Beach, FL 33406 – (561) 233-3180 Fax: (561) 233-3125

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# TOURISM ECONOMICS

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## The Economic Impact of a New Spring Training Facility in West Palm Beach, FL



TOURISM  
ECONOMICS

AN OXFORD ECONOMICS COMPANY

## Contents

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<b>1</b>	<b>Executive Summary .....</b>	<b>3</b>
1.1	One-Time Impacts in West Palm Beach.....	3
1.2	Annual, Ongoing Impacts in West Palm Beach.....	5
<b>2</b>	<b>Introduction .....</b>	<b>8</b>
<b>3</b>	<b>Project Components .....</b>	<b>9</b>
<b>4</b>	<b>Economic Impacts Defined.....</b>	<b>10</b>
<b>5</b>	<b>One-Time Economic Impacts Attributable to Construction Expenditures.....</b>	<b>12</b>
5.1	One-Time Economic Impacts.....	12
5.2	One-Time State and Local Tax Impacts .....	13
<b>6</b>	<b>Ongoing Economic Impacts Attributable to Stadium Operations and Ancillary (Attendee) Spending.....</b>	<b>14</b>
6.1	Stadium Operations .....	14
6.2	Ancillary Spending .....	14
6.3	Annual, Ongoing Economic Impacts.....	16
6.3.1	Economic Output Impacts.....	16
6.3.2	Personal Income Impacts .....	17
6.3.3	Employment Impacts .....	18
6.4	Annual, Ongoing Fiscal (Tax) Impacts.....	19



## 1 Executive Summary

The Houston Astros and Washington Nationals are proposing a public/private partnership for a \$140 million stadium in the City of West Palm Beach in Palm Beach County, FL that will host spring training games for the Houston Astros and the Washington Nationals. The proposed facility would generate significant, positive economic and fiscal (tax) impacts for the local economy of West Palm Beach. One-time impacts would include economic activity attributable to the construction and development of the proposed stadium. Annual, ongoing impacts would include impacts attributable to stadium operations and ancillary (attendee spending) at local establishments and businesses outside the stadium.

### 1.1 One-Time Impacts in West Palm Beach

The stadium's \$140 million capital budget would generate a total economic impact of more than \$158 million in the City of West Palm Beach. This total economic impact of \$158 million would include \$58 million in total personal income, supporting more than 1,200 annualized FTE (full-time equivalent) jobs. This economic activity will generate significant one-time fiscal (tax) impacts of nearly \$6 million in state and local taxes.

Figure 1.1: Summary One-Time Impacts in West Palm Beach Attributable to Construction Expenditures

<b>Summary One-Time Construction Period Impacts in West Palm Beach</b>				
	<b>Direct</b>	<b>Indirect</b>	<b>Induced</b>	<b>Total</b>
<b>Economic Output</b>	\$140,000,000	\$8,923,726	\$9,136,513	\$158,060,238
<b>Personal Income</b>	\$51,265,199	\$3,527,671	\$3,080,019	\$57,873,089
<b>Jobs</b>	1,061	66	78	1,205
<b>State and Local Taxes</b>				\$5,854,185

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, \$140 million in direct construction expenditures will generate an additional \$46 million in indirect economic output and \$47 million in induced economic output, resulting in \$233 million of total economic output in Palm Beach County. This total economic impact of \$233 million will include \$86 million in total personal income, supporting nearly 1,800 FTE (full-time equivalent) jobs.

Figure 1.2: Summary One-Time Impacts in Palm Beach County Attributable to Construction Period

<b>Summary One-Time Construction Period Impacts in Palm Beach County</b>				
	Direct	Indirect	Induced	Total
<b>Economic Output</b>	<b>\$140,000,000</b>	<b>\$45,598,725</b>	<b>\$47,344,384</b>	<b>\$232,943,109</b>
<b>Personal Income</b>	<b>\$51,265,199</b>	<b>\$18,620,099</b>	<b>\$16,485,536</b>	<b>\$86,370,834</b>
<b>Jobs</b>	<b>1,061</b>	<b>325</b>	<b>370</b>	<b>1,756</b>
<b>State and Local Taxes</b>				<b>\$5,602,045</b>

Source: Tourism Economics (2014)

## 1.2 Annual, Ongoing Impacts in West Palm Beach

While the construction phase generates one-time economic and fiscal impacts in West Palm Beach, stadium operations and ancillary spending will generate annual, ongoing impacts in the local economy. Preliminary estimates indicate that gross stadium revenue will range from \$5.6 million to \$8.8 million, while attendee spending at establishments and businesses outside the stadium in West Palm Beach will range from \$19.9 million to \$27.4 million. When combined, stadium operations and ancillary spending will generate \$25.5 million to \$36.2 million in direct economic activity in West Palm Beach each year. This direct spending will generate a total citywide economic impact ranging from \$32.8 million to \$46.6 million each year, including \$12.9 million to \$18.4 million in total personal income, supporting 429 to 623 FTE jobs.

Figure 1.3: Summary Ongoing Impacts in West Palm Beach Attributable to Annual Stadium Operations and Ancillary Spending

<b>Annual, Ongoing Economic Output Impacts in West Palm Beach</b>		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$32,804,633</b>	<b>\$46,609,032</b>
Direct Output	\$25,544,720	\$36,223,990
Indirect Output	\$3,423,126	\$4,897,417
Induced Output	\$3,836,789	\$5,487,628

<b>Annual, Ongoing Personal Income Impacts in West Palm Beach</b>		
Description	Low Scenario	High Scenario
<b>Total Personal Income</b>	<b>\$12,896,832</b>	<b>\$18,415,567</b>
Direct Personal Income	\$10,465,823	\$14,926,794
Indirect Personal Income	\$1,208,556	\$1,736,133
Induced Personal Income	\$1,222,453	\$1,752,640

<b>Annual, Ongoing Employment Impacts in West Palm Beach</b>		
Description	Low Scenario	High Scenario
<b>Total Jobs</b>	<b>429</b>	<b>623</b>
Direct Jobs	366	530
Indirect Jobs	34	49
Induced Jobs	29	44

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, gross stadium revenue will range from \$5.6 million to \$8.8 million, while total attendee spending will range from \$49.5 million to \$68.1 million. When combined, stadium operations and ancillary spending will generate \$55.1 million to \$76.9 million in direct economic activity in Palm Beach County each year. This direct spending will generate a total countywide economic impact ranging from \$92.1 million to \$128.6 million each year, including \$35.3 million to \$49.4 million in total personal income, supporting 1,007 to 1,422 FTE jobs.

Figure 1.4: Summary Ongoing Impacts in Palm Beach County Attributable to Annual Stadium Operations and Ancillary Spending

<b>Annual, Ongoing Economic Output Impacts in Palm Beach County</b>		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$92,068,255</b>	<b>\$128,604,125</b>
Direct Output	\$55,104,625	\$76,868,858
Indirect Output	\$17,413,545	\$24,374,539
Induced Output	\$19,550,085	\$27,360,730

<b>Annual, Ongoing Personal Income Impacts in Palm Beach County</b>		
Description	Low Scenario	High Scenario
<b>Total Personal Income</b>	<b>\$35,296,565</b>	<b>\$49,409,722</b>
Direct Personal Income	\$21,930,744	\$30,691,060
Indirect Personal Income	\$6,604,816	\$9,254,982
Induced Personal Income	\$6,761,005	\$9,463,681

<b>Annual, Ongoing Employment Impacts in Palm Beach County</b>		
Description	Low Scenario	High Scenario
<b>Total Jobs</b>	<b>1,007</b>	<b>1,422</b>
Direct Jobs	707	999
Indirect Jobs	149	202
Induced Jobs	157	221

The annual economic impacts will also generate ongoing fiscal impacts. Total state and local taxes will range from \$9.4 million to \$12.9 million each year.

Over a 20-year period, the net present value of cumulative state and local taxes will range from \$139.2 million to \$192.4 million, as shown in Figure 1.5 below.

**Figure 1.5: Cumulative 20-Year Fiscal (Tax) Impacts Attributable to Stadium Operations and Ancillary Spending**

<b>Cumulative 20-Year Tax Impacts</b>		
Description	Low Scenario	High Scenario
<b>Total State &amp; Local Taxes</b>	<b>\$139,196,199</b>	<b>\$192,422,304</b>
Sales	\$64,416,080	\$88,804,125
Property Taxes	\$55,007,276	\$76,277,393
Corporate	\$1,518,659	\$2,097,407
Lodging	\$6,418,336	\$8,825,211
Other taxes and fees	\$11,835,848	\$16,418,169

Source: Tourism Economics (2014)

## 2 Introduction

The Houston Astros and Washington Nationals are proposing a public/private partnership for a \$140 million stadium in the City of West Palm Beach in Palm Beach County, FL that will host spring training games for the Houston Astros and the Washington Nationals. Tourism Economics has been retained to estimate the development's positive impacts on the local economy through construction and operations, generating business sales, personal income, employment, and local taxes.

Tourism Economics, an Oxford Economics company, has conducted over one-hundred economic impact studies and/or visitor projection models for developers, tourism associations, CVB's, state tourism offices, and national tourism offices across every region of the world.

In addition, Tourism Economics has already conducted a detailed study in November 2011 analyzing the impacts of tourism in Palm Beach County, FL. In this study, Tourism Economics performed a detailed evaluation of the economic impact of visitor spending in terms of business sales, personal income, employment, and tax revenue. As a result of this engagement, Tourism Economics gained significant expertise into the economic potential of Palm Beach County.

### 3 Project Components

The proposed stadium will have a capital budget of \$140 million and will host spring training games for the Houston Astros and the Washington Nationals. The stadium will be located in West Palm Beach in Palm Beach County, FL and situated at a current landfill site at 45<sup>th</sup> Street and Haverhill Road.

Figure 3.1: Aerial View of Proposed Stadium Site in Palm Beach County, FL



Main components of the complex will include:

- Main stadium
- 12 practice fields
- Two clubhouses
- Two training complexes
- Community athletic fields
- Parking lots

The complex will also be used for year-round community athletic activities, including soccer and lacrosse. Additionally, the complex will host non-MLB events such as amateur baseball and softball tournaments.



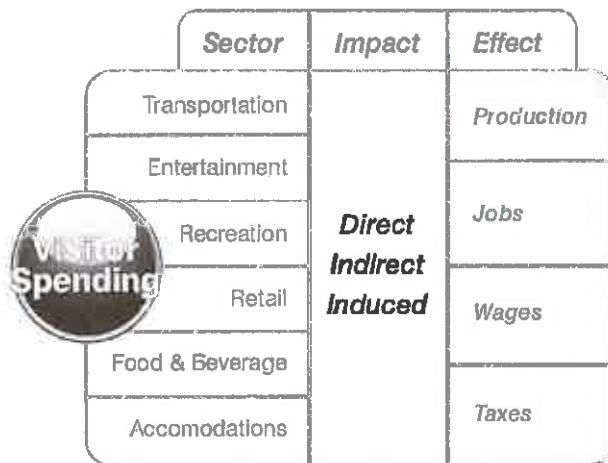
## 4 Economic Impacts Defined

The first step in calculating the economic and fiscal impacts of the proposed stadium is to identify the main components that would positively impact the economies of West Palm Beach and Palm Beach County:

- One-time Impacts attributable to construction expenditures
- Annual impacts attributable to stadium operations
- Annual impacts of ancillary (attendee) spending

The economic impacts of each component outlined above were estimated using a regional Input-Output (I-O) model based on IMPLAN ([www.implan.com](http://www.implan.com)) models. IMPLAN is recognized as one of two industry standards in local-level I-O models. An I-O model represents a profile of an economy by measuring the relationships among industries and consumers. For example, an I-O model tracks the flow of a visitor's restaurant expenditures to wages, profits, capital, taxes and suppliers. The supplier chain is also traced to food wholesalers, to farmers, and so on. In this way, the I-O model allows for the measurement of the direct and indirect sales generated by a restaurant meal. The model also calculates the induced impacts of tourism. These induced impacts represent benefits to the economy as employees of tourism sectors spend their wages in the local economy, generating additional output, jobs, taxes, and wages.

Figure 4.1: Illustration of Economic Impact Model





IMPLAN is particularly effective because it calculates these three levels of impact – direct, indirect, and induced – for a broad set of indicators. These include the following:

- Spending
- Wages
- Employment
- Federal Taxes
- State Taxes
- Local Taxes

The modeling process begins with aligning the expenditure measurements with the related sectors in the model (e.g. sports & recreation, restaurants, retail, and entertainment). The model is then run to simulate the flow of these expenditures through the economy. In this process, the inter-relationships between consumers and industries generate each level of impact for each economic indicator (sales, wages, employment, etc.).

## 5 One-Time Economic Impacts Attributable to Construction Expenditures

### 5.1 One-Time Economic Impacts

The proposed facility will have a capital budget of \$140 million. As shown in Figure 5.1, \$140 million in direct construction expenditures will generate an additional \$9 million in indirect economic output and \$9 million in induced economic output, resulting in more than \$158 million of total economic output in the local economy of West Palm Beach. This total economic impact of \$158 million will include \$58 million in total personal income, supporting more than 1,200 FTE (full-time equivalent) jobs in West Palm Beach.

Figure 5.1: Summary One-Time Impacts in West Palm Beach Attributable to Construction Period

<b>Summary One-Time Construction Period Impacts in West Palm Beach</b>				
	Direct	Indirect	Induced	Total
<b>Economic Output</b>	\$140,000,000	\$8,923,726	\$9,136,513	\$158,060,238
<b>Personal Income</b>	\$51,265,199	\$3,527,871	\$3,080,019	\$57,873,089
<b>Jobs</b>	1,061	66	78	1,205
<b>State and Local Taxes</b>				\$5,854,185

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, \$140 million in direct construction expenditures will generate an additional \$46 million in indirect economic output and \$47 million in induced economic output, resulting in \$233 million of total economic output in Palm Beach County. This total economic impact of \$233 million will include \$86 million in total personal income, supporting nearly 1,800 FTE (full-time equivalent) jobs.

Figure 5.2: Summary One-Time Impacts in Palm Beach County Attributable to Construction Period

<b>Summary One-Time Construction Period Impacts in Palm Beach County</b>				
	Direct	Indirect	Induced	Total
Economic Output	\$140,000,000	\$45,598,725	\$47,344,384	\$232,943,109
Personal Income	\$51,265,199	\$18,620,099	\$16,485,536	\$86,370,834
Jobs	1,061	325	370	1,756
State and Local Taxes				\$5,602,045

Source: Tourism Economics (2014)

## 5.2 One-Time State and Local Tax Impacts

The economic impacts outlined above will generate nearly \$6 million in state and local taxes. This total tax impact will include nearly \$1.2 million in sales tax revenue and \$3.3 million in property tax revenue.

Figure 5.3: One-Time Fiscal (Tax) Impacts Attributable to Construction Expenditures

<b>State &amp; Local Taxes</b>	
Description	Tax Revenue
Sales	\$1,194,067
Property Taxes	\$3,306,001
Corporate	\$166,144
Other taxes and fees	\$935,834
<b>Total State &amp; Local Taxes</b>	<b>\$5,602,045</b>

Source: Tourism Economics (2014)

## 6 Ongoing Economic Impacts Attributable to Stadium Operations and Ancillary (Attendee) Spending

While the stadium's construction period will generate significant one-time impacts for the economy of West Palm Beach, annual stadium operations and attendee spending at local business and establishments outside the stadium will lead to significant annual, *ongoing* economic and fiscal impacts.

### 6.1 Stadium Operations

The proposed stadium will be open for spring training approximately two years after construction begins. Preliminary estimates indicate the stadium will host 32 spring training games between the two MLB teams, with an average attendance of 5,000 to 6,875 per game and average per-game attendee spending of \$35 to \$40<sup>1</sup>. Based on these attendance and per-attendee spending estimates, gross annual stadium revenue would range from \$5.6 million to \$8.8 million.

### 6.2 Ancillary Spending

With 32 spring training games between the two MLB teams, and an average attendance of 5,000 to 6,875 per game, the new stadium will have a total annual attendance of 160,000 to 220,000 attendees. In addition to spending money at the stadium, attendees will also spend money at local establishments in West Palm Beach. Sample expenditure categories include:

- Lodging
- Restaurants & drinking establishments
- Grocery & convenience stores
- Admissions and recreation/amusement activities
- Museums & historical sites
- Transportation (ground transportation, auto rental, fuel)
- Shopping & miscellaneous retail

Research conducted by the teams indicates that spring training fans are an affluent group, and the majority travel from outside Florida. Approximately 37% have a household income over \$100K, representing significant purchasing power. In addition, 59% are from outside Florida, generating an infusion of spending within the local economy of Palm Beach County.

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<sup>1</sup> Per-attendee spending estimate of \$35 to \$40 are conservative compared to previous studies of existing spring training stadiums.

As previously outlined, total attendance at the proposed stadium will range from 160,000 to 220,000 attendees. Bonn Marketing Research Group's (Bonn Marketing) study, "2009 Major League Baseball Florida Spring Training Economic Study" provides a detailed breakdown of out-of-state and in-state spring training attendees for spring training facilities in Florida. The analysis assumes that the shares of out-of-state and in-state attendees at the proposed stadium, as well as per-attendee spending outside the stadium, will be similar to the findings in Bonn Marketing Research Group's 2009 study. As shown in Figure 6.1, there will be between 94,400 and 129,800 out-of-state attendees and between 65,600 and 90,200 in-state attendees at the new stadium.

Figure 6.1: Detailed Out-of-State and In-State Attendance Estimates

Description	Attendance (Low Estimate)	Attendance (High Estimate)
Total Attendees	160,000	220,000
Out-of State	94,400	129,800
In-State	65,600	90,200
Palm Beach County	38,672	53,174
Outside Palm Beach County	26,928	37,026

Source: Tourism Economics (2014)

Bonn Marketing's 2009 study found that out-of-state attendees (including attendees who spent multiple days in the region) spent an average of \$515 in the stadium's host county, while in-state attendees originating from outside Palm Beach County spent an average of \$33<sup>2</sup>. We assume that out-of-state attendees at the new stadium will spend \$207 in West Palm Beach, while in-state attendees will spend \$15 in West Palm Beach.

Figure 6.2: Detailed Attendance and Total Attendee Spending in West Palm Beach

Description	Per-Attendee Spending	Attendance (Low Estimate)	Attendance (High Estimate)	Total Spending (Low Estimate)	Total Spending (High Estimate)
Out-of State	\$207	94,400	129,800	\$19,540,800	\$26,868,600
In-State		65,600	90,200	\$403,920	\$555,390
Palm Beach County	NA	38,672	53,174	NA	NA
Outside Palm Beach County	\$15	26,928	37,026	\$403,920	\$555,390
<b>Total</b>		<b>160,000</b>	<b>220,000</b>	<b>\$19,944,720</b>	<b>\$27,423,990</b>

Source: Tourism Economics (2014)

<sup>2</sup> Out-of-state attendees include: 1.) attendees who indicated spring training games were the primary purpose of their trip to Florida and spent multiple days in Palm Beach County, and 2.) attendees who indicated spring training games were *not* the primary purpose of their trip. In-state attendees from Palm Beach County are excluded from the economic impact analysis, since their spending does not represent new dollars in the local economy.

### 6.3 Annual, Ongoing Economic Impacts

#### 6.3.1 Economic Output Impacts

As outlined in Sections 6.1 and 6.2, gross stadium revenue will range from \$5.6 million to \$8.8 million, while total attendee spending will range from \$19.9 million to \$27.4 million. This results in a direct impact ranging from \$25.5 million to \$36.2 million. As shown in Figure 6.3, this direct impact will generate between \$3.4 million and \$4.9 million in indirect output and \$3.8 million to \$5.5 million in induced output, resulting in a total annual economic impact in West Palm Beach ranging from \$32.8 million to \$46.6 million.

Figure 6.3: Annual Economic Output Impacts in West Palm Beach Attributable to Stadium Operations and Ancillary Spending

Annual, Ongoing Economic Output Impacts in West Palm Beach		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$32,804,633</b>	<b>\$46,609,032</b>
Direct Output	\$25,544,720	\$36,223,990
Indirect Output	\$3,423,126	\$4,897,417
Induced Output	\$3,836,789	\$5,487,628

Source: Tourism Economics (2014)

In the regional economy of Palm Beach County, gross stadium revenue will range from \$5.6 million to \$8.8 million, while total attendee spending will range from \$49.5 million to \$68.1 million. This results in a direct impact ranging from \$55.1 million to \$76.9 million. As shown in Figure 6.4, this direct impact will generate between \$17.4 million and \$24.4 million in indirect output and \$19.6 million to \$27.4 million in induced output, resulting in a total annual economic impact in Palm Beach County ranging from \$92.1 million to \$128.6 million.

Figure 6.4: Annual Economic Output Impacts in Palm Beach County Attributable to Stadium Operations and Ancillary Spending

Annual, Ongoing Economic Output Impacts in Palm Beach County		
Description	Low Scenario	High Scenario
<b>Total Economic Output</b>	<b>\$92,068,255</b>	<b>\$128,604,125</b>
Direct Output	\$55,104,625	\$76,868,858
Indirect Output	\$17,413,545	\$24,374,539
Induced Output	\$19,550,085	\$27,360,730

Source: Tourism Economics (2014)

**6.3.2 Personal Income Impacts**

In West Palm Beach, the total economic impact of \$32.8 to \$46.6 million will include \$12.9 million to \$18.4 million in total personal income on an annual basis. This total personal income impact will include \$10.5 million to \$14.9 million in direct personal income, \$1.2 million to \$1.7 million in indirect personal income, and \$1.2 million to \$1.8 million in induced personal income, as shown in Figure 6.5.

**Figure 6.5: Annual Personal Income Impacts in West Palm Beach Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Personal Income Impacts in West Palm Beach</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Personal Income</b>	<b>\$12,896,832</b>	<b>\$18,415,567</b>
Direct Personal Income	\$10,465,823	\$14,926,794
Indirect Personal Income	\$1,208,556	\$1,736,133
Induced Personal Income	\$1,222,453	\$1,752,640

Source: Tourism Economics (2014)

In Palm Beach County, the total economic impact of \$92.1 to \$128.6 million will include \$35.3 million to \$49.4 million in total personal income on an annual basis. This total personal income impact will include \$21.9 million to \$30.7 million in direct personal income, \$6.6 million to \$9.3 million in indirect personal income, and \$6.8 million to \$9.5 million in induced personal income, as shown in Figure 6.6.

**Figure 6.6: Annual Personal Income Impacts in Palm Beach County Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Personal Income Impacts in Palm Beach County</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Personal Income</b>	<b>\$35,296,585</b>	<b>\$49,409,722</b>
Direct Personal Income	\$21,930,744	\$30,691,060
Indirect Personal Income	\$6,604,816	\$9,254,982
Induced Personal Income	\$6,761,005	\$9,463,681

Source: Tourism Economics (2014)



**6.3.3 Employment Impacts**

In West Palm Beach, the personal income impacts will support 429 to 623 total FTE jobs on an annual basis. This total job impact will include 366 to 530 direct jobs, 34 to 49 indirect jobs, and 29 to 44 induced jobs, as shown in Figure 6.7.

**Figure 6.7: Annual Employment Impacts in West Palm Beach Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Employment Impacts in West Palm Beach</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Jobs</b>	<b>429</b>	<b>623</b>
Direct Jobs	366	530
Indirect Jobs	34	49
Induced Jobs	29	44

Source: Tourism Economics (2014)

In Palm Beach County, the personal income impacts will support 1,007 to 1,422 total FTE jobs on an annual basis. This total job impact will include 707 to 999 direct jobs, 143 to 202 indirect jobs, and 157 to 221 induced jobs, as shown in Figure 6.8.

**Figure 6.8: Annual Employment Impacts in Palm Beach County Attributable to Stadium Operations and Ancillary Spending**

<b>Annual, Ongoing Employment Impacts in Palm Beach County</b>		
<b>Description</b>	<b>Low Scenario</b>	<b>High Scenario</b>
<b>Total Jobs</b>	<b>1,007</b>	<b>1,422</b>
Direct Jobs	707	999
Indirect Jobs	143	202
Induced Jobs	157	221

Source: Tourism Economics (2014)



#### 6.4 Annual, Ongoing Fiscal (Tax) Impacts

Annual stadium operations and ancillary spending would also generate annual, ongoing fiscal impacts. As shown in Figure 6.9, annual, ongoing state and local taxes will range from \$9.4 million to \$12.9 million. This total tax impact will include \$4.3 million to \$6.0 million in sales tax revenue and \$3.7 million to \$5.1 million in property tax revenue.

Figure 6.9: Annual Fiscal (Tax) Impacts Attributable to Stadium Operations and Ancillary Spending

Annual, Ongoing Tax Impacts		
Description	Low Scenario	High Scenario
<b>Total State &amp; Local Taxes</b>	<b>\$9,356,171</b>	<b>\$12,933,801</b>
Sales	\$4,329,772	\$5,969,032
Property Taxes	\$3,697,353	\$5,127,039
Corporate	\$102,078	\$140,979
Lodging	\$431,413	\$593,193
Other taxes and fees	\$795,555	\$1,103,559

Source: Tourism Economics (2014)

Figure 6.10 outlines the net present value of cumulative 20-year state and local tax impacts attributable to stadium operations and ancillary spending. Over the 20-year period, total state and local tax revenues will range from \$139.2 million to \$192.4 million. Sales tax revenue will range from \$64.4 million to \$88.8 million, while property tax revenue will range from \$55.0 million to \$76.3 million.

Figure 6.10: Cumulative 20-Year Fiscal (Tax) Impacts Attributable to Stadium Operations and Ancillary Spending

Cumulative 20-Year Tax Impacts		
Description	Low Scenario	High Scenario
<b>Total State &amp; Local Taxes</b>	<b>\$139,196,199</b>	<b>\$192,422,304</b>
Sales	\$64,416,080	\$88,804,125
Property Taxes	\$55,007,278	\$76,277,393
Corporate	\$1,518,659	\$2,097,407
Lodging	\$6,418,336	\$8,825,211
Other taxes and fees	\$11,835,848	\$16,418,169

Source: Tourism Economics (2014)

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**List of All Construction-Related Contracts  
with an Estimated Cost of Greater Than  
\$250,000**

## **Vendor Contracts - Estimated Cost > \$250,000**

Ferguson Enterprises, Inc.  
Coral Steel Company  
Cemex  
Musco Corporation  
Siteone Landscape Supply, Inc.  
Infra-Metals Co.  
Florida Superior Sand, Inc.  
Palm Beaches Aggregates, LLC  
Canam  
Daikin Applied Americas, Inc.  
Dura Edge Natural Sand Co.  
TAW Power Systems, Inc.  
Allied Building Products  
Olympia Building Supplies  
Graybar Electric Company

URS Corp.  
Ardaman & Associates

Marc Taylor Inc.  
Hors Project Management

HKS Architects  
Kimly-Horn and Associates, Inc  
Bliss & Nyitray, Inc  
Idibri  
EDSA Inc.  
WSP  
Glidden Spina & Partners

Hunt Construction Group  
Messam Construction  
TWS Fabricators  
Xpert Elevator Services  
Thema Seal Roof Systems, LLC  
Mancil's Tractor Service, Inc.  
CCK Construction Services  
Davco Electrical Contractors Corp  
MIK, LLC  
Florida Exotic A Landscape Company, Inc.  
Sports Contracting Group, LLC

Lotspeich Co. of Florida, Inc  
Net Connection, LLC  
HydroWorx International, Inc.  
Environmental Painting Alternatives, Inc.  
American Seating Company  
Allied Steel Buildings, Inc.  
Advanced Woodworking Industries, LLC  
Metro Fire Sprinkler Services, Inc  
Hollman, Inc  
General Caulking & Coatings Co., Inc  
Acousti Engineering Company of Florida  
A Christian Glass & Mirror Company  
"2" SBW & Associates  
Kirlin Florida, LLC  
ValleyCrest Landscape Development, Inc.

Solid Waste Authority  
City of West Palm Beach  
Centerline Utilities, Inc.

Steiner-Atlantic Corp  
Patterson Pope  
Empire Office, Inc  
CBI  
C&H Baseball  
Skyrim Studio, Inc  
Daktronics  
Creative Signs Inc  
Dedicated IT  
Jade Communications  
Peerson Audio  
Sammet Pools  
Sports Venue Padding  
Stafford-Smith  
Alliance Elevator Solution  
Center Hill Building Products  
Coastal Netting Systems  
JW Cheatum  
Schulte Building Systems  
Southern Athletic Fields  
Stephen's Pipe & Steel

**Written Evidence that the County Continues to Meet the Certification Criteria in Effect when the County was Certified Pursuant to Section 288.11631, F.S. (2015)**

Criteria / F.S. Citation	2018 Status
<p>The County is responsible for the construction or renovation of the facility or holds title to the property</p> <p><i>(288.11631(2)(a)1 F.S.)</i></p>	<p>Palm Beach County: 1) is the property owner, as evidenced by Official Record Book 27905 Page 1956 of the public records of Palm Beach County; 2) granted \$5.0M to commence due diligence and construction; and 3) has issued bonds in the amount of \$122.005M (\$130M gross return) toward construction financing for the facility</p>
<p>County has a signed agreement with a spring training franchise for the use of a facility and the agreement must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise</p> <p><i>(288.11631(2)(a)2 F.S.)</i></p>	<p>The 31-year term per Article 3.1 of the accompanying First Restated Sports Facility Use Agreement remains unchanged, as does the 30-year term of the County's special obligation bonds for the facility's construction. As a practical matter, because of the unfinished state of construction at the start of the 2017 MLB Spring Training season, MLB Spring Training at the facility is assured for at least 32 years, thru 2048.</p>
<p>The agreement must also require the franchise to reimburse the state for state funds expended by the County if the franchise relocates before the agreement expires</p> <p><i>(288.11631(2)(a)2 F.S.)</i></p>	<p>Article 22.3 of the accompanying First Restated Sports Facility Use Agreement contains language that requires each team to reimburse the state if the team relocates; this language in the Use Agreement was reviewed by DEO and deemed acceptable by DEO as meeting the requirements of F.S. 288.11631</p>
<p>The County maintains its financial commitment to provide 50 percent or more of the funds to construct the facility</p> <p><i>(288.11631(2)(a)3 F.S.)</i></p>	<p>Palm Beach County has committed to contribute \$135M towards the construction cost of the facility, which is estimated to be +/- \$156M at final completion.</p>
<p>The facility will attract paid attendance of at least 50,000 persons annually to the spring training games</p> <p><i>(288.11631(2)(a)4 F.S.)</i></p>	<p>The Palm Beach County Sports Commission reports a combined total attendance of 141,934 during the 2018 Spring Training season at the FITTEAM Ballpark of the Palm Beaches. See attached certification from HW's General Manager (Page 4 of 4 hereto) that paid attendance exceeded 50,000.</p>
<p>The facility for a spring training franchise is located in a county that levies a tourist development tax under s. 125.0104.</p> <p><i>(288.11631(2)(a)5 F.S.)</i></p>	<p>Palm Beach County's tourist development tax can be found in the Palm Beach County Code Section 17-111 through 17-125. Section 17-117 allocates a portion of the tax to professional sports franchise facilities.</p>

Topic / F.S. Citation	2018 Status
<p>Anticipated effect on the economy of the local community where the facility is to be constructed or renovated</p> <p><i>(288.11631(2)(b)1 F.S.)</i></p>	<p>Although construction remains in progress, current projections indicate a total capital investment of \$156M upon final completion</p> <p>Refer to the Economic Impact letters and documentation prepared by the Palm Beach County Tourist Development Council and Sports Commission that accompanies this Annual Report for detailed information that is responsive to this provision</p>
<p>Potential for the facility to be used as a multiple purpose, year around facility</p> <p><i>(288.11631(2)(b)3 F.S.)</i></p>	<p>Beyond the MLB Spring Training season, the facility has come to host an array of public and private events throughout the year consisting of a soccer tournament, youth football camp, high school baseball tournament, collegiate league baseball games, a youth baseball tournament, and even wedding ceremonies. Events yet to come this year alone include additional baseball tournaments, a car show, an organized charity walk fundraising event, and potentially others that are yet to be announced. A complete schedule of events is available from the facility's homepage (<a href="http://www.fitteamballpark.com/event-calendar/">http://www.fitteamballpark.com/event-calendar/</a>). A perimeter multi-use trail is also accessible daily for public use, and a contiguous City of West Palm Beach public park (separately funded but related to the overall delivery of the facility) is now complete and in use by the general public.</p>
<p>The location of the facility in a brown field, an enterprise zone, a community redevelopment area, or other area of targeted development or revitalization included in an urban infill redevelopment plan.</p> <p><i>(288.11631(2)(b)9 F.S.)</i></p>	<p>Development of this former landfill site as a facility for a spring training franchise rid the property of approximately 449,000 cubic yards of waste material that presented unknown environmental impacts and posed an eyesore for the community</p> <p>Shortly after construction commencement in the closing months of 2015, the adjacent multifamily community to the northwest of the site (Robinson Village) sold in January of 2016 for \$7,784,500. That price was up from \$2,700,000 at time of the prior sale in January 2012; thus demonstrating the enormous economic stimulus for the immediately surrounding area and community at large.</p> <p>Since the subject facility opened in February 2017, the owner of the adjacent retail plaza to the northeast of the site has significantly renovated that commercial property for the first time since initial construction in 1987. Other properties are actively being marketed for sale and/or redevelopment, which further indicates how the facility is proving to be an agent for positive change in the community as was promoted, hoped and anticipated.</p>



CERTIFICATION OF FBTPB SPRING TRAINING PAID ATTENDANCE

I, Brady Ballard, do hereby certify that:

I am the General Manager of I/W Spring Training Complex, LLC (the LLC);

The LLC operates the stadium known as FITTEAM Ballpark of the Palm Beaches (FBTPB) under an agreement between the LLC and Palm Beach County;

I have knowledge of the attendance numbers for the 2018 Spring Training Season games held at FBTPB and I certify that the paid attendance for the Spring Training games exceeded 50,000.

  
Signature

Brady Ballard  
Name Printed

General Manager  
Title

**Written Evidence, Including Numerical and/or Statistical Analysis as Applicable, that the County is in Compliance with Section 288.1167, F.S.\***

\* Documentation produced by HW Spring Training Complex, LLC

## 2018 M/WBE PARTICIPATION

Contracts for Operations 7.1.17 – 6.30.18

Operations Vendors (list all Operations Vendors)	M/WBE Category (if Vendor is a certified M/WBE list category of certification)	Amount Spent (list amount spent with each Operations Vendor)
Amerigrow	Woman-owned	\$25,993
DGVA International Bakery	Hispanic	\$13,172
Freedom Fresh	Woman-owned	\$99,579
Independent Seafood	Hispanic Woman- owned	\$404
J Zollo & Associates	Woman-owned	\$21,524
Office Express Supplies	Hispanic	\$181
Outdoor America Images	Woman-owned	\$32,393
Property Works	Hispanic	\$302,672
Security Providers of Florida	African-American subcontractor	\$23,815
Tropical Nut & Fruit	Woman-owned	\$21,707

Total Spent for All Operational Service Contract Vendors: \$2,252,608

Total Spent with M/WBE Vendors on Operations: \$541,440 (24%)

State of Florida

Woman Business Certification

Amerigrow Recycling-Delray Limited Partnership

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

05/16/2017 to 05/16/2019



Erin Robk, Interim Secretary  
Florida Department of Management Services



Office of Supplier Diversity • 4050 Esplanade Way, Suite 380 • Tallahassee, FL 32399 • 850-487-3015 • [www.dms.fl.gov](http://www.dms.fl.gov)

# State of Florida

## Minority Business Certification

### DGVA International Bakery

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

11/08/2017 to 11/08/2019



Erin Rock, Secretary  
Florida Department of Management Services



FFS 001185 11-A

# Freedom Fresh, LLC.



Florida State Minority Supplier Development Council

\*NAICS (Code): 4244

11/14/2017

Issued Date

Certificate Number

*Boatrice L.ouissant*

*Boatrice L.ouissant*

Expiration Date

Boatrice L.ouissant President S-CIF

By signing this form, the Supplier certifies that the information provided is true and correct.

This is a requirement of the Florida Minority Supplier Development Council.



THIS CERTIFIES THAT

**Outdoor America Images, Inc.**  
dba OAI Visual Branding

\* Nationally certified by the: **FLORIDA STATE MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 323111

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/01/2017

Issued Date

FL04218

Certificate Number

Louis Green

Expiration Date

Beatrice Louissaint, President & CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

**Palm Beach County**  
**Office of Small Business Assistance**  
Certifies That  
**BATALLAN ENTERPRISES INC dba PROPERTY WORKS**

Vendor # VC0000126438

*Is a Small /Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from May 28, 2015 to May 27, 2018*

The following Services and/or Products are covered under this certification:

- Building Maintenance Services (Not Elsewhere Classified);**  
Cleaning Services, Steam and Pressure;
- Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming, Etc.;**  
Janitorial/Custodial Services;  
Landscape Maintenance Services;  
Sod, Grass;
- Tree Trimming and Pruning Services**

Palm Beach County Board of County Commissioners



Shelley Vana, Mayor  
Mary Lou Berger, Vice Mayor  
Hal R. Valeche  
Paulene Burdick  
Steven L. Abrams  
Melissa McKinlay  
Priscilla A. Taylor

*Allen F. Gray*  
Allen F. Gray, Manager

05/28/2015

County Administrator  
Robert Weisman  
Deputy County Administrator  
Verdenia C. Baker



**Palm Beach County  
Office of Small Business Assistance**

Certifies That

**SECURITY PROVIDERS OF FLORIDA, INC.**  
Vendor # VC0000140091

*is a Small/Woman-Owned Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from March 31, 2017 - March 30, 2020.*

The following Services and/or Products are covered under this certification:

**GUARD AND SECURITY SERVICES**

  
Allen F. Gray, Manager

3/30/2017

Palm Beach County Board of County Commissioners

Paulette Burdick, Mayor  
Melissa McKinley, Vice Mayor  
Hal Valeche  
Dave Kerner  
Steven L. Abrams  
Mary Lou Berger  
Mack Bernard

County Administrator  
Verdenia C. Baker





hereby grants

# National Women's Business Enterprise Certification

to

## Tropical Nut and Fruit Co. DBA Truly Good Foods

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by  
Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: September 10, 2007  
Expiration Date: September 30, 2018  
WBENC National Certification Number: 2005108949

Authorized by Roz Lewis, President & CEO  
Greater Women's Business Council



NAICS: 311819  
UNSPSC: 50192100



## **Evidence of the Efforts to Promote and Advertise the Facility**

# County logo placement inside stadium



**County logo placement on marquee outside stadium  
County dedication plaque near entrance of the stadium**





# Marketing Elements



2018 Pocket Schedule



2018 Ticket Mailer



2018 Digital Advertisement



# Marketing Elements

This screenshot shows the ESPN website layout. At the top, there are navigation links for 'HOME', 'SPORTS CENTER', 'LIVE', 'RECENT', 'TOP', 'SEARCH', and 'SIGN IN'. Below the navigation is a 'SPRING TRAINING IS BACK!' banner for the 2014 season. The main content area features an article titled 'Roger Federer to face Marin Cilic in Australian Open final' with a photo of Federer. To the right is a video player with a play button. A red circle highlights a small image of a person in a red shirt in the top right corner of the page.

This screenshot shows the ESPN website layout. At the top, there are navigation links for 'HOME', 'SPORTS CENTER', 'LIVE', 'RECENT', 'TOP', 'SEARCH', and 'SIGN IN'. Below the navigation is a 'SPRING TRAINING IS BACK!' banner for the 2014 season. The main content area features a video player with a play button and the text 'LeBron James: 'If it's not from me, it's not true''. To the right is a sidebar with a 'CRASH COURSE' section and a 'FITTERM' logo. A red circle highlights a small image of a person in a red shirt in the top right corner of the page.

This screenshot shows the ESPN website layout. At the top, there are navigation links for 'HOME', 'SPORTS CENTER', 'LIVE', 'RECENT', 'TOP', 'SEARCH', and 'SIGN IN'. Below the navigation is a 'SEASON TICKETS' section with a 'BUY' button. The main content area features a 'FITTERM' logo and a '90' logo. A red circle highlights a small image of a person in a red shirt in the top right corner of the page.



# Marketing Elements

## Palm Beach Post and Florida Weekly

**WELCOME TO YOUR WEEKEND**

**CONTACTS**  
 ADVERTISING: 561-993-3333  
 CIRCULATION: 561-993-3333

**Garlic fest stinks, but in a 1**

**Local business groups to meet**

**Garlic Fest**  
 The Garlic Fest is a celebration of the garlic crop. It is held in the town of Homestead, Florida. The festival features a variety of activities, including a garlic auction, a garlic cooking demonstration, and a garlic parade. The festival is held on the first weekend of the month.

**Local business groups to meet**  
 The Palm Beach Post and Florida Weekly are pleased to announce the meeting of the local business groups. The meeting will be held on the first weekend of the month. The meeting will feature a variety of activities, including a business luncheon, a business presentation, and a business networking session.

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2011 Feb 25-26  
 2012 Feb 25-26  
 2013 Feb 25-26

**Tickets**  
 561-500-XXXX

**LOCAL BUSINESS GROUPS TO MEET**

**Monday**

**February 23**

**February 24**

**February 25**

**February 26**

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2011 Feb 25-26  
 2012 Feb 25-26  
 2013 Feb 25-26

**Tickets**  
 561-500-XXXX

**SOCIETY**

**February 23**

**February 24**

**February 25**

**February 26**

**LEMON PEPPER CHICKEN SUBS HAVE ARRIVED!**

**WORLD CHAMPIONS WEEKEND**  
 February 23-24

**ADDITIONAL DATES**  
 2011 Feb 25-26  
 2012 Feb 25-26  
 2013 Feb 25-26

**Tickets**  
 561-500-XXXX

**Turtlefest promises to celebrate, educate**

**3-23**

**3-24**

**3-25**

**3-26**

**PRIDE**

**Your Home is Our Home**  
 Get the home this weekend. This year get home with FL.

**MASSACHUSETTS SNOWBIRD**

**AMERICAN**

**800-800-2500**

**www.shipcar.com**



Website – FITTEAMBallpark.com/Visitors

Save on everyday low rates.

Member since 1962



Promotion	2018 Spring Training
Promotional Date	October - March
Total Media Value	\$538,150



**Astros Media**

<b>In-Game Radio</b>				<b>Total</b>
In-game radio live reads				\$15,750.00
				<b>\$15,750.00</b>

<b>Out of Game Radio</b>				<b>Total</b>
Astroline (790 AM) - One live read and one :30 spot				\$11,900.00
				<b>\$11,900.00</b>

<b>TV</b>				<b>Total</b>
Out-of-game :30 spots on AT&T				\$63,000.00
In-game :30 spots on AT&T game broadcast				\$45,000.00
TV live reads on AT&T game broadcasts				\$35,000.00
				<b>\$143,000.00</b>

<b>Digital</b>				<b>Total</b>
Promoted on a homepage left rail ad				\$60,000.00
Promoted on a homepage header ad				\$60,000.00
Included in an Astrosblast				\$25,000.00
Dedicated email				\$70,000.00
Dedicated Spanish email				\$5,000.00
Included in Cronicas En Linea (Spanish)				\$12,500.00
				<b>\$232,500.00</b>

<b>Social Media</b>				<b>Total</b>
Twitter posts				\$63,000.00
Facebook posts				\$30,000.00
Instagram posts				\$30,000.00
Astros All-Access				\$5,000.00
				<b>\$128,000.00</b>

<b>Publications</b>				<b>Total</b>
2017 Postseason Division Magazine Ad				\$2,000.00
2018 Gameday Magazine				\$5,000.00
				<b>\$7,000.00</b>

<b>Promotion</b>	2018 Spring Training
<b>Promotional Date</b>	October - March
<b>Total Media Value</b>	\$693,300



**Nationals Media**

<b>WJFK Broadcasts</b>				<b>Total</b>
In-game radio live reads				\$5,200.00
:30 second radio commercial				\$4,000.00
				<b>\$9,200.00</b>

<b>Out of Game Radio</b>				<b>Total</b>
<b>Entercom - WJFK, WIAD, WPGC &amp; WLZL</b>				
:30 second radio commercial				\$6,400.00
<b>WTOP</b>				
:30 second radio commercial				\$3,600.00
				<b>\$10,000.00</b>

<b>In-Park Slate</b>				<b>Total</b>
Spring Training Tickets				\$4,000.00
Spring Training Schedule				\$3,000.00
				<b>\$7,000.00</b>

<b>TV</b>				<b>Total</b>
:30 spots on MASN				\$240,000.00
TV live reads on MASN game broadcasts				\$40,000.00
				<b>\$280,000.00</b>

<b>Digital</b>				<b>Total</b>
Banner Ads				\$30,000.00
Dedicated email				\$96,000.00
				<b>\$126,000.00</b>

<b>Social Media</b>				<b>Total</b>
Twitter posts				\$80,000.00
Facebook posts				\$80,000.00
Instagram posts				\$80,000.00
				<b>\$240,000.00</b>

<b>Publications</b>				<b>Total</b>
2018 Gameday Magazine				\$12,000.00
2018 Nationals Yearbook				\$9,100.00
				<b>\$21,100.00</b>

**St. Lucie County  
(New York Mets)**

**Annual Report To  
Florida Department of Economic Opportunity**

**St. Lucie County Sports Complex  
Retained Spring Training Facility  
New York Mets**

**July 16, 2018**





ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

CATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

PHONE  
(772) 462-1518

TDD  
(772) 462-1428

FAX  
(772) 462-3699

E-MAIL  
HEWSE@STLUCIECO.ORG

WEBSITE  
WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes (F.S.)

**Item #1:** A detailed accounting of all local and state funds expended to date, as of the date of submission of this report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, the County must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

- Summary of all local, state and private funds expended on the Project as of the date of submission of this report including an excerpt from the St. Lucie County 2017 Comprehensive Annual Financial Report (tab#1 pages 95 through 125).
- Budget Comparison Report is submitted to support all local and state funds expended for fiscal year 2017, as well as current and actual funds expended for 2018 on the Project being financed under Section 288-11631.
- One page summary with Agenda Item is submitted to reflect the 2018 year-to-date expenditures on the Project financed under section 288.11631, F.S.

## **NONMAJOR GOVERNMENTAL FUNDS**

**ST. LUCIE COUNTY, FLORIDA**  
**Nonmajor Governmental Fund Descriptions**

**Special Revenue Funds**

*Special Revenue Funds are used to account for specific revenue sources that are legally restricted to expenditures for specific purposes.*

Unincorporated Services Fund – The fund is used to account for Ad Valorem taxes, fees and fines that are restricted to the Unincorporated District for economic development expenditures.

Law Enforcement MSTU Fund – The fund is used to account for Ad Valorem taxes that are transferred to the Fine and Forfeiture Fund for the Unincorporated Area Road patrol expenditures.

Grants and Donations Fund – The fund is used to account for Federal, State, Local and other grant revenue sources.

Library Special Fund – The fund is used to account for State grants and donations made to the library.

Drug Abuse Fund – The fund is used to account for Drug Abuse Court fines.

Special Assessment District Fund – The fund is used to account for Ad Valorem taxes that are restricted to Unincorporated District for economic development.

Parks MSTU Fund – The fund is used to account for Ad Valorem taxes that are restricted to capital improvements to recreational facilities.

SLC Public Transit MSTU Fund – The fund is used to account Ad Valorem taxes that are used for local public transportation expenditures.

Port Fund – The fund is used to account for Special Assessments, Federal and State grants used for Port development.

Airport Fund – The fund is used to account for Federal and State grants used for expansion and operations of the Airport.

Mosquito Control Fund – The fund is used to account for the operations of the Mosquito Control District, which are funded by Ad Valorem taxes.

Impact Fee Collections Fund – The fund is used to account for the administration of impact fee collections.

Plan Maintenance RAD Fund – The fund is used to account other contributions and State grants for the radiological planning and exercises.



Tourism Development 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> & 5<sup>th</sup> Cent Fund – The fund is used to account for Tourism Development taxes which are used for Sports Complex parks and to pay for capital facilities that promote tourism at the St. Lucie County Fairgrounds and the area north of Midway Road.

Court Facility Fund – The fund is used to account for Court Fees restricted to Judicial maintenance and capital improvements.

SLC Housing Finance Authority Fund – The fund is used to account for residual funds from loan programs.

Environmental Land Acquisitions Fund – The fund is used to account for the purchase of environmentally sensitive land.

Court Administrator Fund – The fund is used to account for Court Administration, Mediation through fines and forfeitures, other Circuit Counties Share and Grant funding.

Erosion Control Fund – The fund is used to account for Ad Valorem taxes restricted to erosion control operations, maintenance and construction.

Housing Assistance SHIP Fund – The fund is used to account for Grant funding for Housing Assistance Programs.

Boating Improvement Projects Fund – The fund is used to account for Vessel fees used for boating improvements.

Bluefield Ranch Improvements Fund – The fund is used to account for private contributions and Campsite User fees for property management and restoration.

Florida Housing Grant Fund – The fund is used to account for Federal, State and other grant funding that provide housing related assistance for eligible County residents.

Sports Complex Fund – The fund is used to account for operating revenues and the 2-cent tourism tax revenues to pay for the operation and maintenance of the facility.

SLC Sustainability District Fund – The fund is used to account for bond proceeds and special assessment revenues for sustainability and renewable energy improvement programs.

Law Enforcement Fund – The fund is used to account for the proceeds from the sale of confiscated property through the Sheriff's office.

SLC Art in Public Places Fund – The fund is used to account for art work per local ordinance through various capital projects.

SLC Economic Development Fund – The fund is used to account for local business taxes and delinquent taxes.

Clerk of the Circuit Court Fund – The fund is used to account for Clerk’s Court Modernization Trust Fund.

Sheriff Fund – The fund is used to account for grant funds and other revenue received for specific purposes.

Supervisor of Elections Fund – The fund is used to account for the receipt of grant funds.

### Debt Service Funds

*Debt Service Funds are used to account for the accumulation of pledged funds that are legally restricted to pay debts.*

Impact Fees I & S Fund – The fund is used to account for the accumulation of Special Assessments and Impact Fees pledged to pay the principal, interest, and fiscal charges on the Rock Road Jail security system.

Sales Tax Revenue Bonds I&S – The Sales Tax Revenue Bonds I&S Fund accounts for the accumulation of sales tax revenues pledged to pay the principal, interest, and other fiscal charges on the Sales Tax Refunding Revenue Bonds.

County Capital I & S Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Revenue note.

Transportation I & S Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Transportation Revenue note.

Capital Improvement Revenue Refunding 2014 Fund – The fund is used to account for the State Revenue Sharing revenue and Intergovernmental Radio Communication surcharges pledged to pay the principal, interest and fiscal charges on the Capital Improvement note.

Capital Improvement Revenue Bonds Series 2016 Jail Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the Capital Improvement note.

Capital Improvement Revenue Bonds 2015 Fund – The fund is used to account for the accumulation of Tax Collector debt reimbursement revenue pledged to pay the principal, interest, and fiscal charges on the Capital Improvement Revenue bond.

Lease Purchase FPL 2015 Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the purchasing of certain energy equipment.

Lease Purchase Motorola Fund – The fund is used to account for the accumulation of interfund transfers pledged to pay the principal, interest, and fiscal charges on the purchasing of a communication system.

Capital Imp Rev Bond 2016A Fund – The fund is used to account for the accumulation of Interfund Transfers pledged to pay the principal, interest, and fiscal charges on the line of credit for the MSBU's.

Port I & S Fund – The fund is used to account for the accumulation of Ad Valorem taxes pledged to pay the principal, interest, and fiscal charges on the purchasing of land in the Port of Fort Pierce Bond.

Capital Projects I & S Fund – The fund is used to account for the accumulation of Interfund Transfers pledged to pay the principal, interest, and fiscal charges on the line of credit for the MSBU's.

Sports Complex Debt Fund – The fund is used to account for the accumulation of Sales, Use and Fuel taxes pledged to pay the principal, interest, and fiscal charges on the Improvement of the Thomas J. White Stadium bond.

Non-Ad Valorem Bonds Series 2017 Fund – The fund is used to account for the accumulation of tourist development tax, state grant and local government half cent sales tax pledged to pay the principal and interest.

SHI Special Assessment Fund – The fund is used to account for the debt service assessment revenues pledged to pay South Hutchinson Island 1998 special assessment debts.

N. Lennard Road Bonds I & S Fund – The fund is used to account for the debt service assessment revenues pledged to pay N. Lennard Road Phase 1, 2 & 3 special assessment debts.

### **Capital Projects Funds**

*Capital projects funds are used to account for the acquisition and construction of major capital projects other than those financed by proprietary funds.*

County Capital Fund – The fund is used to account for the transportation and park capital projects, which are funded by gas tax and franchise fees.

County Capital State Revenue Share Bond Fund – The fund is used to account for state revenue sharing monies used for capital improvements.

County Capital Transportation Bond Fund – The fund is used to account for the transportation capital projects funded by bond proceeds pledged by gas tax revenues.

Jail Security Upgrade Fund – The fund is used to account for the upgrade of security system at the Rock Road Correction Center projects funded by proceeds from the issuance of debt.

Capital Improvement Revenue Bonds 2015 Fund – The fund is used to account for bond proceeds used for the construction of the Tax Collector Building.

Energy Efficiency FPL 2015 Fund – The fund is used to account for the FPL upgrade of energy efficiency funded by capital lease proceeds.

Capital Imp Rev Bond 2016A Construction Fund – The fund is used to account for bond proceeds used for the construction, maintenance rehab and overhaul hangar at the Treasure Coast International Airport.

Sports Complex Improvements Fund – The fund is used to account for cash balances from bond proceeds used for sports complex projects.

Environmental Land Capital Fund – The fund is used to account for cash balances from bond proceeds used for land acquisitions.

MSBU Internal Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and to pay for capital project related expenditures.

MSBU External Financed Projects Fund – The fund is used to account for the assessment proceeds from property owners and debt proceeds to pay for capital projects and project related expenditures.



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St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue			
	Unincorporated Services	Law Enforcement MSTU	Grants and Donations	Library Special
<b>ASSETS</b>				
Cash and investments	\$ 8,436,285	\$ 1,444,850	\$ 230,378	\$ 3,991
Accounts receivable	81,771	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	26,439	4,820	857	23
Due from other funds	43,076	29,359	-	-
Due from other governments	368,843	148	-	-
Inventories	-	-	-	-
Prepaid items	1,670	-	-	-
<b>Total assets</b>	<b>\$ 8,958,084</b>	<b>\$ 1,479,177</b>	<b>\$ 231,235</b>	<b>\$ 4,014</b>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ 799,637	\$ -	\$ 369	\$ -
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	3,690
<b>Total liabilities</b>	<b>799,637</b>	<b>-</b>	<b>369</b>	<b>3,690</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	1,670	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	230,866	324
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	8,156,777	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	1,479,177	-	-
<b>Total fund balances</b>	<b>8,158,447</b>	<b>1,479,177</b>	<b>230,866</b>	<b>324</b>
<b>Total liabilities and fund balances</b>	<b>\$ 8,958,084</b>	<b>\$ 1,479,177</b>	<b>\$ 231,235</b>	<b>\$ 4,014</b>



St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd & 5th Cent
<b>ASSETS</b>				
Cash and investments	\$ 4,912,346	\$ 86,925	\$ 116,492	\$ 2,100,888
Accounts receivable	-	-	22,404	500
Assessments receivable	-	-	-	-
Interest receivable	15,438	262	459	6,469
Due from other funds	29,063	-	-	17,833
Due from other governments	154	-	-	53,048
Inventories	209,520	-	-	-
Prepaid items	536	-	-	245
Total assets	<u>\$ 5,167,057</u>	<u>\$ 87,187</u>	<u>\$ 139,355</u>	<u>\$ 2,178,983</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ 132,701	\$ -	\$ 43,000	\$ 33,339
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	64,835	-
Total liabilities	<u>132,701</u>	<u>-</u>	<u>107,835</u>	<u>33,339</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	209,520	-	-	-
Prepaid items	536	-	-	245
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	4,824,300	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	31,520	2,145,399
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	87,187	-	-
Total fund balances	<u>5,034,356</u>	<u>87,187</u>	<u>31,520</u>	<u>2,145,644</u>
Total liabilities and fund balances	<u>\$ 5,167,057</u>	<u>\$ 87,187</u>	<u>\$ 139,355</u>	<u>\$ 2,178,983</u>



Special Revenue

Court Facility	SLC Housing Finance Authority	Environmental Land Acquisitions	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ 1,035,960	\$ 89,060	\$ 397,796	\$ 2,051,103	\$ 5,307,242	\$ 363,159
-	-	-	937	102,075	18,672
3,269	271	1,208	5,614	16,330	1,380
49,271	-	-	137,546	12,265	-
-	-	-	-	289,144	-
-	-	-	-	-	-
\$ 1,088,500	\$ 89,331	\$ 399,004	\$ 2,195,200	\$ 5,727,056	\$ 383,211
\$ 85,874	\$ -	\$ 81	\$ 27,610	\$ 223,643	\$ 26,453
-	-	-	-	-	-
-	-	-	3,081	-	-
-	-	-	-	-	169,554
85,874	-	81	30,691	223,643	196,007
-	-	-	-	-	-
-	-	-	-	289,085	-
-	-	-	-	289,085	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	5,214,328	-
-	-	-	2,164,509	-	-
-	-	398,923	-	-	-
1,002,626	-	-	-	-	187,204
-	89,331	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,002,626	89,331	398,923	2,164,509	5,214,328	187,204
\$ 1,088,500	\$ 89,331	\$ 399,004	\$ 2,195,200	\$ 5,727,056	\$ 383,211

Continued

St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue			
	Boating Improvement Projects	Bluefield Ranch Improvements	Florida Housing Grant	Sports Complex
<b>ASSETS</b>				
Cash and investments	\$ 898,790	\$ 137,587	\$ 121,519	\$ 1,223,104
Accounts receivable	-	-	18,955	7,413
Assessments receivable	-	-	-	-
Interest receivable	2,735	418	49	4,433
Due from other funds	-	-	-	-
Due from other governments	96,380	-	47,862	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 997,905</u>	<u>\$ 138,005</u>	<u>\$ 188,385</u>	<u>\$ 1,234,950</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ 24,373	\$ -	\$ 29,362	\$ 117,687
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	3,495
Unearned revenues - other	-	-	591	-
Total liabilities	<u>24,373</u>	<u>-</u>	<u>29,953</u>	<u>121,182</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	973,532	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	138,005	158,432	1,113,768
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>973,532</u>	<u>138,005</u>	<u>158,432</u>	<u>1,113,768</u>
Total liabilities and fund balances	<u>\$ 997,905</u>	<u>\$ 138,005</u>	<u>\$ 188,385</u>	<u>\$ 1,234,950</u>



St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Special Revenue		Debt Service	
	Supervisor of Elections	Impact Fees I & S	Sales Tax Revenue Bonds I & S	County Capital I & S
<b>ASSETS</b>				
Cash and investments	\$ 52,565	\$ 138,181	\$ 4,169,156	\$ 1,353,319
Accounts receivable	-	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	-	-	15,059	4,318
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	252,232	-
<b>Total assets</b>	<b>\$ 52,565</b>	<b>\$ 138,181</b>	<b>\$ 4,436,447</b>	<b>\$ 1,357,637</b>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	-	-	-	-
Matured bonds payable	-	115,000	2,420,000	953,234
Matured interest payable	-	23,180	1,155,700	31,628
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	-
<b>Total liabilities</b>	<b>-</b>	<b>138,180</b>	<b>3,575,700</b>	<b>984,862</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
<b>Total deferred inflows of resources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	252,232	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	1	608,515	372,775
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	52,565	-	-	-
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
<b>Total fund balances</b>	<b>52,565</b>	<b>1</b>	<b>860,747</b>	<b>372,775</b>
<b>Total liabilities and fund balances</b>	<b>\$ 52,565</b>	<b>\$ 138,181</b>	<b>\$ 4,436,447</b>	<b>\$ 1,357,637</b>



St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

Debt Service

	Capital Imp Rev Bond 2016A	Capital Projects I & S	Sports Complex Debt	Non-Ad Valorem Bonds Series 2017
<b>ASSETS</b>				
Cash and investments	\$ 52,229	\$ 26,750	\$ 1,865,660	\$ 803,202
Accounts receivable	-	-	-	-
Assessments receivable	-	-	-	-
Interest receivable	83	81	4,940	1,692
Due from other funds	-	-	-	4,468
Due from other governments	-	-	-	357,787
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 52,312</u>	<u>\$ 26,831</u>	<u>\$ 1,870,600</u>	<u>\$ 1,167,149</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	-	-	-	87,326
Matured bonds payable	50,000	-	-	-
Matured interest payable	545	-	-	590,116
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	<u>50,545</u>	<u>-</u>	<u>-</u>	<u>677,442</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	1,767	26,831	1,870,600	489,707
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	-	-	-	-
Other purposes	-	-	-	-
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>1,767</u>	<u>26,831</u>	<u>1,870,600</u>	<u>489,707</u>
Total liabilities and fund balances	<u>\$ 52,312</u>	<u>\$ 26,831</u>	<u>\$ 1,870,600</u>	<u>\$ 1,167,149</u>



St. Lucie County, Florida  
**Combining Balance Sheet**  
**Nonmajor Governmental Funds**  
September 30, 2017

	Capital Projects			
	Energy Efficiency FPL 2015	Cap Imp Rev Bond 2016A Construction	Sports Complex Improvements	Environmental Land Capital
<b>ASSETS</b>				
Cash and investments	\$ 6,028	\$ 25,960	\$ 266,270	\$ 382,689
Accounts receivable	-	44,818	-	211
Assessments receivable	-	-	-	-
Interest receivable	15	51	-	1,164
Due from other funds	-	-	-	-
Due from other governments	-	-	-	-
Inventories	-	-	-	-
Prepaid items	-	-	-	-
Total assets	<u>\$ 6,043</u>	<u>\$ 70,829</u>	<u>\$ 266,270</u>	<u>\$ 384,064</u>
<b>LIABILITIES</b>				
Accounts payable and other current liabilities	\$ -	\$ 61,700	\$ -	\$ 6
Matured bonds payable	-	-	-	-
Matured interest payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	9,049	-	-
Due to other governments	-	-	-	-
Unearned revenues - other	-	-	-	-
Total liabilities	<u>-</u>	<u>70,749</u>	<u>-</u>	<u>6</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>				
Unavailable revenues - special assessments	-	-	-	-
Unavailable revenues - grants	-	-	-	-
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>FUND BALANCE</b>				
<b>Nonspendable:</b>				
Inventories of supplies	-	-	-	-
Prepaid items	-	-	-	-
<b>Restricted:</b>				
Port development	-	-	-	-
Erosion Control District	-	-	-	-
Parks improvements	-	-	-	-
Court Administrator, mediation	-	-	-	-
Transportation	-	-	-	-
Debt service	-	-	-	-
Environmental land acquisition	-	-	-	-
Public safety	-	-	-	-
Court modernization	-	-	-	-
Mosquito Control District	-	-	-	-
Judicial expenditures	-	-	-	-
Housing assistance program	-	-	-	-
Boating related projects	-	-	-	-
Art in public places	-	-	-	-
Other capital projects	6,043	80	266,270	384,058
Other purposes	-	-	-	-
<b>Committed to:</b>				
Street lights, roads, drainage imp. to special district	-	-	-	-
Unincorporated services	-	-	-	-
Law enforcement	-	-	-	-
Other purposes	-	-	-	-
Total fund balances	<u>6,043</u>	<u>- 80</u>	<u>266,270</u>	<u>384,058</u>
Total liabilities and fund balances	<u>\$ 6,043</u>	<u>\$ 70,829</u>	<u>\$ 266,270</u>	<u>\$ 384,064</u>



Capital Projects			
MSBU Internal Finance Projects	MSBU External Financed Projects	Total Nonmajor Governmental Funds	
\$ 634,022	\$ 783,282	\$ 71,941,784	
-	-	2,195,227	
-	-	4,288,300	
1,930	2,274	206,253	
164	1,450	351,451	
-	-	5,040,854	
-	-	209,520	
-	-	1,374,088	
<u>\$ 636,116</u>	<u>\$ 787,006</u>	<u>\$ 85,607,477</u>	
\$ -	\$ -	\$ 5,367,946	
-	-	4,788,234	
-	-	1,953,564	
-	-	12,518	
-	-	2,430,602	
-	-	349,136	
-	-	248,687	
-	-	<u>15,150,687</u>	
-	-	4,288,300	
-	-	<u>2,026,761</u>	
-	-	<u>6,315,061</u>	
-	-	209,520	
-	-	1,374,088	
-	-	1,372,763	
-	-	5,214,328	
-	-	1,367,212	
-	-	2,164,509	
-	-	3,741,392	
-	-	5,939,383	
-	-	398,923	
-	-	987,323	
-	-	820,871	
-	-	4,824,300	
-	-	1,002,626	
-	-	187,204	
-	-	973,532	
-	-	73,585	
636,116	787,006	18,506,001	
-	-	4,151,828	
-	-	231,242	
-	-	8,156,777	
-	-	848,266	
-	-	1,596,056	
<u>636,116</u>	<u>787,006</u>	<u>64,141,729</u>	
<u>\$ 636,116</u>	<u>\$ 787,006</u>	<u>\$ 85,607,477</u>	

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Special Revenue			
	Unincorporated Services	Law Enforcement MSTU	Grants and Donations	Library Special
<b>REVENUES</b>				
Taxes:				
Property	\$ 5,354,758	\$ 3,723,381	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	323,340	-	-	-
Special assessments	8,550	-	-	-
Intergovernmental	932,244	16,849	53,433	99,698
Charges for services	207,165	-	-	-
Fines and forfeitures	179,808	-	90,797	-
Investment income	137,846	28,026	4,098	119
Contributions from property owners	-	-	-	-
Miscellaneous	73,360	-	-	-
Total revenues	<u>7,217,071</u>	<u>3,768,256</u>	<u>148,328</u>	<u>99,817</u>
<b>EXPENDITURES</b>				
Current:				
General government	1,913,923	2,051	-	-
Public safety	639,594	-	53,433	-
Physical environment	1,798,897	-	-	-
Transportation	118,581	-	-	-
Economic environment	-	-	-	-
Human services	552,571	-	20,834	-
Court related	-	-	-	-
Culture and recreation	24,263	-	-	99,698
Court-related	-	-	-	-
Capital outlay	3,046,752	-	-	-
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>8,094,581</u>	<u>2,051</u>	<u>74,267</u>	<u>99,698</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(877,510)</u>	<u>3,766,205</u>	<u>74,061</u>	<u>119</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	(217,340)	(3,463,337)	(110,000)	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>(217,340)</u>	<u>(3,463,337)</u>	<u>(110,000)</u>	<u>-</u>
Net change in fund balances	<u>(1,094,850)</u>	<u>302,868</u>	<u>(35,939)</u>	<u>119</u>
Fund balances - beginning	9,253,297	1,176,309	266,805	205
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 8,158,447</u>	<u>\$ 1,479,177</u>	<u>\$ 230,866</u>	<u>\$ 324</u>

Special Revenue

Drug Abuse	Special Assessment District	Parks MSTU	SLC Public Transit MSTU	Port	Airport
\$ -	\$ -	\$ 3,919,729	\$ 2,146,538	\$ -	\$ -
-	-	-	-	-	-
-	-	-	-	-	-
-	208,122	-	-	20,820	-
-	-	120,086	3,659,706	660,330	3,965,651
79,815	-	-	50,000	-	439,737
1,830	3,772	29,254	36,144	40,597	19,057
-	-	-	-	-	-
-	-	283,282	57	28,222	83,562
81,645	211,894	4,352,351	5,892,445	749,969	4,508,007
1,892	-	-	-	752	-
-	-	-	-	-	-
-	205,883	-	5,313,519	225,879	1,104,975
-	-	-	-	-	-
-	-	2,268,465	-	-	-
-	-	1,395,916	81,592	2,468,258	5,479,483
-	-	915,000	-	28,786	-
-	-	138,092	-	26,572	-
1,892	205,883	4,717,473	5,395,111	2,750,247	6,584,458
79,753	6,011	(365,122)	497,334	(2,000,278)	(2,076,451)
-	-	-	-	136,298	1,768,531
(50,471)	(4,985)	(108,533)	(59,415)	(298)	(82,500)
-	-	-	-	-	-
(50,471)	(4,985)	(108,533)	(59,415)	136,000	1,686,031
29,282	1,026	(473,655)	437,919	(1,864,278)	(390,420)
120,598	230,216	1,840,867	2,552,220	3,237,041	2,261,078
\$ 149,880	\$ 231,242	\$ 1,367,212	\$ 2,990,139	\$ 1,372,763	\$ 1,870,658

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Special Revenue			
	Mosquito Control	Impact Fee Collections	Plan Maintenance RAD	Tourism Development 1st, 2nd, 3rd & 5th Cent
<b>REVENUES</b>				
Taxes:				
Property	\$ 3,595,354	\$ -	\$ -	\$ -
Tourist	-	-	-	2,258,514
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	537,661	-	-	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	84,667	1,275	1,788	28,037
Contributions from property owners	-	-	371,684	-
Miscellaneous	128,607	16,198	-	38,030
Total revenues	<u>4,346,289</u>	<u>17,473</u>	<u>373,472</u>	<u>2,324,581</u>
<b>EXPENDITURES</b>				
Current:				
General government	223,604	42,400	-	61,868
Public safety	-	-	371,597	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	1,081,787
Human services	4,935,471	-	-	-
Court related	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	510,221	-	-	1,681
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>5,669,296</u>	<u>42,400</u>	<u>371,597</u>	<u>1,145,336</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,323,007)</u>	<u>(24,927)</u>	<u>1,875</u>	<u>1,179,245</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	(105,048)	-	-	(1,127,309)
Sale of capital assets	1,600	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>(103,448)</u>	<u>-</u>	<u>-</u>	<u>(1,127,309)</u>
Net change in fund balances	<u>(1,426,455)</u>	<u>(24,927)</u>	<u>1,875</u>	<u>51,936</u>
Fund balances - beginning	6,410,867	112,114	29,645	2,093,708
Change in inventories of supplies	49,944	-	-	-
Fund balance - ending	<u>\$ 5,034,356</u>	<u>\$ 87,187</u>	<u>\$ 31,520</u>	<u>\$ 2,145,644</u>

Special Revenue

Court Facility	SLC Housing Finance Authority	Environmental Land Acquisitions	Court Administrator	Erosion Control	Housing Assistance SHIP
\$ -	\$ -	\$ -	\$ -	\$ 1,564,860	\$ -
-	-	-	-	-	-
-	-	-	3,675	-	-
-	-	-	522,178	1,584,675	475,097
570,768	-	-	108,414	-	-
-	-	-	-	-	-
16,519	1,227	5,034	25,402	79,820	25,851
-	-	-	-	-	-
-	14,670	70,515	3,640	-	60,876
587,287	15,897	75,549	663,309	3,229,355	561,824
338,675	8,655	-	23,913	51,095	-
-	-	-	-	3,264,988	-
-	-	-	-	275,401	-
-	-	-	-	-	469,662
-	-	-	-	-	-
-	-	-	994,709	-	-
100,031	-	-	-	17,960	-
-	-	-	-	-	-
438,706	8,655	-	1,018,622	3,609,444	469,662
148,581	7,242	75,549	(355,313)	(380,089)	92,162
(515,341)	-	-	460,523	50,000	-
-	-	-	(45,972)	(225,590)	-
-	-	-	-	-	-
-	-	-	-	-	-
(515,341)	-	-	414,551	(175,590)	-
(366,760)	7,242	75,549	59,238	(555,679)	92,162
1,369,386	82,089	323,374	2,105,271	5,770,007	95,042
\$ 1,002,626	\$ 89,331	\$ 398,923	\$ 2,164,509	\$ 5,214,328	\$ 187,204

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance**  
**Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Special Revenue			
	Boating Improvement Projects	Bluefield Ranch Improvements	Florida Housing Grant	Sports Complex
<b>REVENUES</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	96,380	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	539,393	131,913
Charges for services	-	127	-	861,858
Fines and forfeitures	-	-	-	-
Investment income	13,627	1,879	220	16,172
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	125,797	369,908
Total revenues	<u>110,007</u>	<u>2,006</u>	<u>665,410</u>	<u>1,379,851</u>
<b>EXPENDITURES</b>				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	515,526	-
Human services	-	-	-	-
Court related	-	-	-	-
Culture and recreation	25,818	-	-	2,385,038
Court-related	-	-	-	-
Capital outlay	208,551	-	-	50,139
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>234,369</u>	<u>-</u>	<u>515,526</u>	<u>2,435,177</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(124,362)</u>	<u>2,006</u>	<u>149,884</u>	<u>(1,055,326)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	1,077,387
Transfers out	-	-	-	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,077,387</u>
Net change in fund balances	<u>(124,362)</u>	<u>2,006</u>	<u>149,884</u>	<u>22,061</u>
Fund balances - beginning	1,097,894	135,999	8,548	1,091,707
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 973,532</u>	<u>\$ 138,005</u>	<u>\$ 158,432</u>	<u>\$ 1,113,768</u>

Special Revenue

SLC Sustainability District	Law Enforcement	SLC Art in Public Places	SLC Economic Development	Clerk of the Circuit Court	Sheriff
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	-	-	-
-	-	-	57,067	-	-
31,295	-	-	-	-	2,092,714
4,399	135,000	-	-	739,593	1,795,534
653	1,121	1,003	122	213,042	8,013
-	-	-	-	8,424	-
-	-	-	-	33,211	-
<u>36,347</u>	<u>136,121</u>	<u>1,003</u>	<u>57,189</u>	<u>994,270</u>	<u>3,896,261</u>
-	-	-	56,198	-	-
182,264	-	-	-	-	5,520,808
-	-	-	-	-	-
-	-	-	-	803,868	-
-	-	-	-	-	-
-	-	-	-	1,560	262,086
15,934	-	-	-	-	-
13,893	-	-	-	-	-
6,599	-	-	-	-	-
<u>218,690</u>	<u>-</u>	<u>-</u>	<u>56,198</u>	<u>805,428</u>	<u>5,782,894</u>
(182,343)	136,121	1,003	991	188,842	(1,886,633)
(448)	(202,526)	-	-	-	3,230,713
219,973	-	-	-	-	(1,220,972)
-	-	-	-	-	-
<u>219,525</u>	<u>(202,526)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,009,741</u>
37,182	(66,405)	1,003	991	188,842	123,108
4,556	81,733	72,582	13,373	632,029	1,712,481
-	-	-	-	-	-
<u>\$ 41,738</u>	<u>\$ 15,328</u>	<u>\$ 73,585</u>	<u>\$ 14,364</u>	<u>\$ 820,871</u>	<u>\$ 1,835,589</u>

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Special Revenue		Debt Service	
	Supervisor of Elections	Impact Fees I & S	Sales Tax Revenue Bonds I & S	County Capital I & S
<b>REVENUES</b>				
Taxes:				
Property	\$	\$	\$	\$
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	45,626	-	3,953,807	-
Charges for services	-	-	-	-
Fines and forfeitures	-	-	-	-
Investment income	60	-	57,814	16,450
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	45,686	-	4,011,621	16,450
<b>EXPENDITURES</b>				
Current:				
General government	-	-	1,071	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Court related	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	-	-	-	-
Debt service:				
Principal retirement	-	115,000	2,420,000	1,091,198
Interest	-	46,360	2,311,400	72,338
Other	-	-	18,325	-
Total expenditures	-	161,360	4,750,796	1,163,536
Excess (deficiency) of revenues over (under) expenditures	45,686	(161,360)	(739,175)	(1,147,086)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	6,844	161,361	865,341	1,155,971
Transfers out	-	-	-	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	-
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	6,844	161,361	865,341	1,155,971
Net change in fund balances	52,530	1	126,166	8,885
Fund balances - beginning	35	-	734,581	363,890
Change in inventories of supplies	-	-	-	-
Fund balance - ending	\$ 52,565	\$ 1	\$ 860,747	\$ 372,775



Debt Service

Transportation I & S	Capital Improvement Revenue Refunding 2014	Cap Impr Rev Bonds Series 2016 Jail	Capital Imp Rev Bonds 2015	Lease Purchase FPL 2015	Lease Purchase Motorola
\$	\$	\$	\$	\$	\$
	946,000				
	227,496				
6,426	11,343	2,688	671		
			456,457		
6,426	1,184,839	2,688	457,128		
	1,717				
970,000	1,060,000	190,000	275,000	756,573	
290,625	221,720	83,070	181,457	290,087	
1,260,625	1,283,437	273,070	456,457	1,046,660	2,069
(1,254,199)	(98,598)	(270,382)	671	(1,046,660)	(2,069)
1,176,036		295,826		1,046,661	2,070
1,176,036		295,826		1,046,661	2,070
(78,163)	(98,598)	25,444	671	1	1
214,089	126,185	746	4,451		1
\$ 135,926	\$ 27,587	\$ 26,190	\$ 5,122	\$ 1	\$ 2

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Debt Service			
	Capital Imp Rev Bond 2016A	Port I & S	Capital Projects I & S	Sports Complex Debt
<b>REVENUES</b>				
Taxes:				
Property	\$	398	\$	\$
Tourist				1,029,808
Motor fuel				
Local business				
Licenses and permits				
Special assessments				
Intergovernmental		508		
Charges for services				
Fines and forfeitures				
Investment income	203	1,974	366	19,836
Contributions from property owners				71,832
Miscellaneous				57,199
Total revenues	203	2,880	366	1,178,675
<b>EXPENDITURES</b>				
Current:				
General government				
Public safety				
Physical environment				
Transportation				
Economic environment				
Human services				
Court related				
Culture and recreation				
Court-related				
Capital outlay				
Debt service:				
Principal retirement	50,000	20,000		5,395,000
Interest	936	538		138,563
Other	30,000	1,000		33,000
Total expenditures	80,936	21,538		5,566,563
Excess (deficiency) of revenues over (under) expenditures	(80,733)	(18,658)	366	(4,387,888)
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	50,000			
Transfers out		(173,996)		(222,763)
Sale of capital assets				
Issuance of long-term debt	32,500			
Issuance of refunding debt				4,832,000
Bond premiums				
Total other financing sources (uses)	82,500	(173,996)		4,609,237
Net change in fund balances	1,767	(192,654)	366	221,349
Fund balances - beginning		192,654	26,465	1,649,251
Change in inventories of supplies				
Fund balance - ending	\$ 1,767	\$ -	\$ 26,831	\$ 1,870,600

Debt Service			Capital Projects		
Non-Ad Valorem Bonds Series 2017	SHI Special Assessment	N Lennard Road Bonds I & S	County Capital	County Capital State Revenue Share Bond	County Capital Transportation Bond
\$ 565,855	\$ -	\$ -	\$ -	\$ -	\$ -
-	-	-	1,163,813	-	-
-	695,012	631,471	-	-	-
499,998	-	-	169,378	-	-
-	-	-	-	-	-
3,225	1,707	27,660	84,693	34,417	38,973
-	-	-	77,030	-	1,733
1,069,078	696,719	659,131	1,494,914	34,417	40,706
-	-	-	24,513	-	-
-	-	-	2,250	-	-
-	-	-	1,827,220	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	1,198,254	528,472	2,832,271
-	2,740,000	345,000	-	-	-
590,116	115,250	134,495	-	-	-
301,193	10,050	-	-	-	-
891,309	2,865,300	479,495	3,052,237	528,472	2,832,271
177,769	(2,168,581)	179,636	(1,557,323)	(494,055)	(2,791,565)
-	29,237	-	1,197,766	-	-
(12,508)	(13,900)	(9,036)	(140,000)	-	-
-	-	-	-	-	-
-	-	-	-	-	-
324,446	-	-	-	-	-
311,938	15,337	(9,036)	1,057,766	-	-
489,707	(2,153,244)	170,600	(499,557)	(494,055)	(2,791,565)
-	2,153,244	2,203,759	6,457,151	2,850,642	4,693,447
-	-	-	-	-	-
\$ 489,707	\$ -	\$ 2,374,359	\$ 5,957,594	\$ 2,356,587	\$ 1,901,882

Continued

St. Lucie County, Florida  
**Combining Statement of Revenues,  
Expenditures and Changes in Fund Balance  
Nonmajor Governmental Funds**  
For the Year Ended September 30, 2017

	Capital Projects			
	Jail Security Upgrade	Capital Improvement Revenue Bonds 2015	Energy Efficiency FPL 2015	Cap Imp Rev Bond 2016A Construction
<b>REVENUES</b>				
Taxes:				
Property	\$ -	\$ -	\$ -	\$ -
Tourist	-	-	-	-
Motor fuel	-	-	-	-
Local business	-	-	-	-
Licenses and permits	-	-	-	-
Special assessments	-	-	-	-
Intergovernmental	-	-	-	-
Charges for services	-	-	-	31,731
Fines and forfeitures	-	-	-	-
Investment income	12,337	91,297	43	212
Contributions from property owners	-	-	-	-
Miscellaneous	-	-	-	-
Total revenues	<u>12,337</u>	<u>91,297</u>	<u>43</u>	<u>31,943</u>
<b>EXPENDITURES</b>				
Current:				
General government	-	-	-	-
Public safety	-	-	-	-
Physical environment	-	-	-	-
Transportation	-	-	-	-
Economic environment	-	-	-	-
Human services	-	-	-	-
Court related	-	-	-	-
Culture and recreation	-	-	-	-
Court-related	-	-	-	-
Capital outlay	1,853,130	654,658	5,545,944	62,450
Debt service:				
Principal retirement	-	-	-	-
Interest	-	-	-	-
Other	-	-	-	-
Total expenditures	<u>1,853,130</u>	<u>654,658</u>	<u>5,545,944</u>	<u>62,450</u>
Excess (deficiency) of revenues over (under) expenditures	<u>(1,840,793)</u>	<u>(563,361)</u>	<u>(5,545,901)</u>	<u>(30,507)</u>
<b>OTHER FINANCING SOURCES (USES)</b>				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Sale of capital assets	-	-	-	-
Issuance of long-term debt	-	-	-	30,587
Issuance of refunding debt	-	-	-	-
Bond premiums	-	-	-	-
Total other financing sources (uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>30,587</u>
Net change in fund balances	<u>(1,840,793)</u>	<u>(563,361)</u>	<u>(5,545,901)</u>	<u>80</u>
Fund balances - beginning	1,893,942	6,720,577	5,551,944	-
Change in inventories of supplies	-	-	-	-
Fund balance - ending	<u>\$ 53,149</u>	<u>\$ 6,157,216</u>	<u>\$ 6,043</u>	<u>\$ 80</u>

**Capital Projects**

<b>Sports Complex Improvements</b>	<b>Environmental Land Capital</b>	<b>MSBU Internal Finance Projects</b>	<b>MSBU External Financed Projects</b>	<b>Total Nonmajor Governmental Funds</b>
\$ -	\$ -	\$ -	\$ -	\$ 20,305,018
-	-	-	-	3,854,177
-	-	-	-	1,163,813
-	-	-	-	57,067
-	-	-	-	423,395
-	-	-	-	1,595,270
-	-	-	-	21,038,676
-	-	-	-	4,777,595
-	-	-	-	925,958
1,653	5,196	19,740	10,568	1,071,149
75,000	-	28,857	561,417	1,108,790
-	10,427	-	21,754	1,954,535
76,653	15,623	48,597	593,739	58,275,443
1,158	846	-	-	2,754,331
-	-	-	-	6,585,432
-	-	-	-	5,066,135
-	-	-	584,071	9,837,793
-	-	-	-	2,066,975
-	-	-	-	5,508,876
158,747	-	-	-	803,868
769,826	-	-	-	4,962,029
-	-	-	-	994,709
-	-	-	-	27,069,235
-	-	-	-	16,387,491
-	-	11,102	-	4,666,614
-	-	-	24,000	426,236
929,731	846	11,102	608,071	87,129,724
(853,078)	14,777	37,495	(14,332)	(28,854,281)
200,000	-	-	-	12,910,565
-	-	(6,641)	(4,199)	(8,123,128)
500,000	-	-	-	1,600
-	-	-	-	783,060
-	-	-	-	4,832,000
700,000	-	(6,641)	(4,199)	324,446
(153,078)	14,777	30,854	(18,531)	(18,125,738)
419,348	369,281	605,262	805,537	82,217,523
-	-	-	-	49,944
\$ 266,270	\$ 384,058	\$ 636,116	\$ 787,006	\$ 64,141,729

	PRIOR YEAR BUDGET	PRIOR YEAR ACTUAL	CURRENT YEAR BUDGET	CURRENT YEAR ACTUAL	FY2018 APPD18	FY2018 APPD18
190 Sports Complex Fund						
7210 Regional Parks & Stadiums						
19020 Hurricane Matthew						
512000 Salaries	5,652.00	5,615.60	0.00	0.00	0.00	0.00
514000 Overtime	0.00	35.78	0.00	0.00	0.00	0.00
521000 Social Security	5,183.00	335.01	0.00	0.00	0.00	0.00
521100 Medicare	0.00	78.36	0.00	0.00	0.00	0.00
522000 Retirement	0.00	424.99	0.00	0.00	0.00	0.00
523000 Group Insurance	0.00	3,911.64	0.00	0.00	0.00	0.00
523004 Dental	0.00	11.24	0.00	0.00	0.00	0.00
523050 Group Health-Administrative Fe	0.00	97.76	0.00	0.00	0.00	0.00
523100 Life Insurance	0.00	75.58	0.00	0.00	0.00	0.00
523200 EAP	0.00	6.08	0.00	0.00	0.00	0.00
524000 Worker's Compensation	0.00	223.33	0.00	0.00	0.00	0.00
525000 Unemployment Compensation	0.00	18.69	0.00	0.00	0.00	0.00
546100 Building Maintenance	0.00	19,307.45	0.00	0.00	0.00	0.00
546300 Grounds Maintenance	163,465.00	83,139.40	0.00	33,100.00	0.00	0.00
551200 Equipment < \$1000	0.00	3,150.00	0.00	0.00	0.00	0.00
552000 Operating Supplies	0.00	57,866.80	0.00	0.00	0.00	0.00
19021 Hurricane Irma						
512000 Salaries	0.00	7,920.67	0.00	0.00	0.00	0.00
514000 Overtime	0.00	2,312.03	0.00	0.00	0.00	0.00
521000 Social Security	0.00	599.42	0.00	0.00	0.00	0.00
521100 Medicare	0.00	140.18	0.00	0.00	0.00	0.00
522000 Retirement	0.00	810.43	0.00	0.00	0.00	0.00
523004 Dental	0.00	30.90	0.00	0.00	0.00	0.00
524000 Worker's Compensation	0.00	446.96	0.00	0.00	0.00	0.00
525000 Unemployment Compensation	0.00	33.76	0.00	0.00	0.00	0.00
534000 Other Contractual Services	0.00	0.00	0.00	36,202.00	0.00	0.00
544100 Equipment Rental	0.00	2,284.18	0.00	717.91	0.00	0.00
546000 Equipment Maintenance	0.00	250.00	0.00	13,225.00	0.00	0.00
546100 Building Maintenance	0.00	105.63	0.00	0.00	0.00	0.00
546300 Grounds Maintenance	0.00	0.00	0.00	2,438.00	0.00	0.00
552000 Operating Supplies	0.00	105.63	0.00	8,509.00	0.00	0.00
700 Culture/Recreation						
512000 Salaries	16,786.00	0.00	17,831.00	0.00	17,831.00	17,831.00
521000 Social Security	1,041.00	0.00	1,106.00	0.00	1,106.00	1,106.00
521100 Medicare	243.00	0.00	259.00	0.00	259.00	259.00
522000 Retirement	1,262.00	0.00	1,410.00	0.00	1,410.00	1,410.00
523000 Group Insurance	5,369.00	0.00	5,852.00	0.00	5,852.00	5,852.00
523004 Dental	20.00	0.00	20.00	0.00	20.00	20.00
523050 Group Health-Administrative Fe	134.00	0.00	146.00	0.00	146.00	146.00
523100 Life Insurance	115.00	0.00	122.00	0.00	122.00	122.00
523200 EAP	6.00	0.00	6.00	0.00	6.00	6.00
524000 Worker's Compensation	1,034.00	0.00	1,098.00	0.00	1,098.00	1,098.00
525000 Unemployment Compensation	55.00	0.00	59.00	0.00	59.00	59.00
531000 Professional Services	42,500.00	42,500.00	0.00	0.00	0.00	0.00

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
543000 Utilities	0.00	1,261.94	0.00	0.00	0.00	0.00
75201 Sports Complex						
347220 User Fees - Non-taxable	0.00	3,971.00	0.00	2,522.00	0.00	0.00
347221 User Fees	63,000.00	13,011.10	0.00	8,511.35	0.00	0.00
347511 Parking	60,000.00	120,826.19	0.00	0.00	0.00	0.00
347513 Ticket Sales	356,000.00	710,504.22	0.00	0.00	0.00	0.00
347514 Hook-up	500.00	0.00	0.00	0.00	0.00	0.00
347531 User Fees-Non Taxable	29,000.00	13,546.00	0.00	0.00	0.00	0.00
362001 Rent	1.00	2,000.00	2,000,000.00	2,039,606.24	2,000,000.00	2,000,000.00
369910 Concessions	199,000.00	248,204.43	0.00	0.00	0.00	0.00
369911 Novelties	63,900.00	108,057.80	0.00	0.00	0.00	0.00
369912 Programs	14,000.00	9,912.17	0.00	0.00	0.00	0.00
369917 Miscellaneous	0.00	482.25	0.00	0.00	0.00	0.00
512000 Salaries	520,700.00	493,065.06	531,530.00	423,808.63	531,530.00	531,530.00
512002 Attrition	16,995.00-	0.00	16,995.00-	0.00	16,995.00-	16,995.00-
514000 Overtime	53,052.00	53,388.41	53,052.00	59,677.88	53,052.00	53,052.00
514500 Overtime-Holiday Pay	2,260.00	5,188.20	2,260.00	7,340.02	2,260.00	2,260.00
515100 Special-Cell Phone Allowance	600.00	0.00	600.00	0.00	600.00	600.00
521000 Social Security	32,320.00	33,230.58	32,991.00	29,312.45	32,991.00	32,991.00
521100 Medicare	7,561.00	7,771.65	7,716.00	6,855.29	7,716.00	7,716.00
522000 Retirement	39,155.00	41,759.99	42,046.00	38,865.71	42,046.00	42,046.00
523000 Group Insurance	224,354.00	179,842.47	252,432.00	165,750.10	252,432.00	252,432.00
523004 Dental	1,576.00	1,360.54	2,195.00	1,315.39	2,195.00	2,195.00
523050 Group Health-Administrative Fe	5,588.00	4,283.51	6,282.00	3,944.78	6,282.00	6,282.00
523100 Life Insurance	3,594.00	3,497.94	3,669.00	2,685.72	3,669.00	3,669.00
523200 EAP	288.00	290.71	288.00	227.18	288.00	288.00
524000 Worker's Compensation	30,062.00	19,396.76	30,444.00	20,976.95	30,444.00	30,444.00
525000 Unemployment Compensation	1,720.00	1,807.40	1,754.00	1,615.34	1,754.00	1,754.00
531000 Professional Services	0.00	0.00	0.00	2,715.00	0.00	0.00
534000 Other Contractual Services	187,983.00	271,688.30	187,983.00	218,417.17	187,983.00	187,983.00
534110 Software Support Contracts	1,200.00	1,514.25	1,200.00	1,200.00	1,200.00	1,200.00
534300 Contract Labor	20,000.00	37,735.75	20,000.00	33,170.88	20,000.00	20,000.00
540000 Travel	250.00	0.00	250.00	0.00	250.00	250.00
541000 Communications	34,957.00	44,390.90	43,857.00	32,814.76	43,857.00	43,857.00
542000 Postage & Freight	18.00	19.69	18.00	19.60	18.00	18.00
543000 Utilities	311,286.00	329,926.09	311,286.00	208,766.29	311,286.00	311,286.00
543401 Landfill Charges	477.00	207.16	477.00	188.50	477.00	477.00
544100 Equipment Rental	9,227.00	4,583.65	9,227.00	4,232.36	9,227.00	9,227.00
545000 Insurance & Bonds-Specific Pol	107,678.00	84,912.74	107,678.00	0.00	107,678.00	107,678.00
546000 Equipment Maintenance	77,342.00	75,731.90	77,342.00	74,084.05	77,342.00	77,342.00
546050 Air Conditioner Maintenance	11,474.00	11,179.32	11,474.00	6,838.20	11,474.00	11,474.00
546070 Maintenance-Electrical Equipme	0.00	0.00	0.00	314.07	0.00	0.00
546100 Building Maintenance	72,345.00	75,086.89	72,345.00	56,632.19	72,345.00	72,345.00
546300 Grounds Maintenance	156,908.00	112,709.92	156,908.00	127,412.57	156,908.00	156,908.00
549160 Storm Water Assessment	42,093.00	43,468.45	42,093.00	44,844.04	42,093.00	42,093.00
549305 Credit Card Fees	0.00	180.00	0.00	120.00	0.00	0.00
549965 Interdepartmental Direct Charq	20,066.00	19,705.60	20,066.00	610.39	20,066.00	20,066.00
551000 Office Supplies	810.00	129.55	810.00	548.23	810.00	810.00
551100 Small Tools	1,732.00	1,860.09	1,732.00	1,616.45	1,732.00	1,732.00

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
551200 Equipment < \$1000	12,875.00	16,769.29	12,875.00	4,930.84	12,875.00	12,875.00
552000 Operating Supplies	73,125.00	109,352.97	73,125.00	117,056.05	73,125.00	73,125.00
552050 Safety Supplies	1,156.00	1,774.23	1,156.00	2,225.88	1,156.00	1,156.00
552300 Chemicals	46,392.00	45,241.51	46,392.00	39,561.87	46,392.00	46,392.00
552311 Landscaping Supplies	11,603.00	13,123.63	11,603.00	30,701.44	11,603.00	11,603.00
552500 Gas, Oil, Grease	9,010.00	3,763.70	9,010.00	3,619.32	9,010.00	9,010.00
552910 Uniforms	1,468.00	1,905.41	1,468.00	1,286.60	1,468.00	1,468.00
555000 Training-Seminar Registrations	1,750.00	125.00	1,750.00	0.00	1,750.00	1,750.00
562020 Building-Project Management Fe	0.00	0.00	73,082.00	45,750.00	0.00	0.00
564000 Machinery & Equipment	53,219.00	50,139.05	72,595.00	70,018.84	72,595.00	72,595.00
ORGN TOTAL REVENUE	785,401.00	1,230,515.16	2,000,000.00	2,050,639.59	2,000,000.00	2,000,000.00
Total Labor Expense	942,735.00	867,981.63	978,173.00	762,375.44	978,173.00	978,173.00
Total Operating Expense	1,419,190.00	1,517,057.02	1,222,125.00	1,108,118.66	1,222,125.00	1,222,125.00
Total Capital Expense	53,219.00	50,139.05	145,677.00	115,768.84	72,595.00	72,595.00
ORGN TOTAL EXPENSES	2,415,144.00	2,435,177.70	2,345,975.00	1,986,262.94	2,272,893.00	2,272,893.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	1,629,743.00-	1,204,662.54-	345,975.00-	64,376.65	272,893.00-	272,893.00-
FUND TOTAL REVENUE	785,401.00	1,230,515.16	2,000,000.00	2,050,639.59	2,000,000.00	2,000,000.00
Total Labor Expense	942,735.00	867,981.63	978,173.00	762,375.44	978,173.00	978,173.00
Total Operating Expense	1,419,190.00	1,517,057.02	1,222,125.00	1,108,118.66	1,222,125.00	1,222,125.00
Total Capital Expense	53,219.00	50,139.05	145,677.00	115,768.84	72,595.00	72,595.00
FUND TOTAL EXPENSES	2,415,144.00	2,435,177.70	2,345,975.00	1,986,262.94	2,272,893.00	2,272,893.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	1,629,743.00-	1,204,662.54-	345,975.00-	64,376.65	272,893.00-	272,893.00-



ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
TOTAL REVENUE	785,401.00	1,230,515.16	2,000,000.00	2,050,639.59	2,000,000.00	2,000,000.00
Total Labor Expense	942,735.00	867,981.63	978,173.00	762,375.44	978,173.00	978,173.00
Total Operating Expense	1,419,190.00	1,517,057.02	1,222,125.00	1,108,118.66	1,222,125.00	1,222,125.00
Total Capital Expense	53,219.00	50,139.05	145,677.00	115,768.84	72,595.00	72,595.00
TOTAL EXPENSES	2,415,144.00	2,435,177.70	2,345,975.00	1,986,262.94	2,272,893.00	2,272,893.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	1,629,743.00-	1,204,662.54-	345,975.00-	64,376.65	272,893.00-	272,893.00-

\* \* \* REPORT CONTROL INFORMATION \* \* \*

PARAMETER SEQUENCE NUMBER = 773199

Prior Fiscal Year = 17

Current Fiscal Year = 18

Budget ID = FY2018

Phase 1 = APPD18

Phase 2 = APPD18

Sub-total Level = 0

Specific Fund Code = 190

Specific Orgn Code = 7210

Specific Acct Code

Specific Prog Code

Print Net Totals = Y

Print Detail Lines = Y

Lines Per Page : 55  
EXTRACT RECORDS WRITTEN: 100

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
362 Sports Complex Improv Fund						
7210 Regional Parks & Stadiums						
107607 Sterling Facilities Scvs Cap Improv						
531000 Professional Services	13,600.00	13,447.17	23,164.00	1,350.00	0.00	0.00
546000 Equipment Maintenance	123,900.00	123,900.00	0.00	0.00	0.00	0.00
546200 Maintenance Improvement Project	7,170.00	0.00	7,170.00	7,170.00	0.00	7,170.00
546300 Grounds Maintenance	21,400.00	21,400.00	110,335.00	60,700.00	0.00	0.00
563000 Infrastructure	527,888.00	269,825.73	113,253.00	61,920.00	146,381.00	146,381.00
564000 Machinery & Equipment	182.00	0.00	93,949.00	0.00	0.00	0.00
177628 First Data Renovation						
563000 Infrastructure	500,000.00	500,000.00	0.00	0.00	0.00	0.00
ORGN TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	166,070.00	158,747.17	140,669.00	62,050.00	7,170.00	7,170.00
Total Capital Expense	1,028,070.00	769,825.73	207,202.00	61,920.00	146,381.00	146,381.00
ORGN TOTAL EXPENSES	1,194,140.00	928,572.90	347,871.00	123,970.00	153,551.00	153,551.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	1,194,140.00-	928,572.90-	347,871.00-	123,970.00-	153,551.00-	153,551.00-
FUND TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	166,070.00	158,747.17	140,669.00	62,050.00	7,170.00	7,170.00
Total Capital Expense	1,028,070.00	769,825.73	207,202.00	61,920.00	146,381.00	146,381.00
FUND TOTAL EXPENSES	1,194,140.00	928,572.90	347,871.00	123,970.00	153,551.00	153,551.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	1,194,140.00-	928,572.90-	347,871.00-	123,970.00-	153,551.00-	153,551.00-

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
TOTAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	166,070.00	158,747.17	140,669.00	62,050.00	7,170.00	7,170.00
Total Capital Expense	1,028,070.00	769,825.73	207,202.00	61,920.00	146,381.00	146,381.00
TOTAL EXPENSES	1,194,140.00	928,572.90	347,871.00	123,970.00	153,551.00	153,551.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	1,194,140.00-	928,572.90-	347,871.00-	123,970.00-	153,551.00-	153,551.00-

\* \* \* REPORT CONTROL INFORMATION \* \* \*

PARAMETER SEQUENCE NUMBER : 773200

Prior Fiscal Year : 17

Current Fiscal Year : 18

Budget ID : FY2018

Phase 1 : APPD18

Phase 2 : APPD18

Sub-total Level : 0

Specific Fund Code : 362

Specific Orgn Code : 7210

Specific Acct Code : %

Specific Prog Code : %

Print Net Totals : Y

Print Detail Lines : Y

Lines Per Page : 55  
EXTRACT RECORDS WRITTEN : 7

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
363 Sports Complex Capital Project Fund						
7210 Regional Parks & Stadiums						
000 Non-Departmental						
389902 Fund Balance Forward	0.00	0.00	500,000.00-	0.00	500,000.00-	500,000.00-
177628 First Data Renovation						
562020 Building-Project Management Fe	198,000.00	55,600.00	112,200.00	0.00	0.00	0.00
563000 Infrastructure	54,302,000.00	0.00	53,668,063.00	0.00	0.00	0.00
563004 Infrastructure-Architect	0.00	645,860.43	0.00	2,470,347.83	0.00	0.00
563020 Infrastructure-Project Mangmnt	0.00	0.00	30,050.00	142,250.00	0.00	0.00
75201 Sports Complex						
389902 Fund Balance Forward	0.00	0.00	500,000.00	0.00	55,000,000.00	55,000,000.00
563000 Infrastructure	0.00	0.00	0.00	0.00	54,339,568.00	54,339,568.00
ORGN TOTAL REVENUE	0.00	0.00	0.00	0.00	54,500,000.00	54,500,000.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
ORGN TOTAL EXPENSES	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
ORGN TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
ORGN NET	54,500,000.00-	701,460.43-	53,810,313.00-	2,612,597.83-	160,432.00	160,432.00
FUND TOTAL REVENUE	0.00	0.00	0.00	0.00	54,500,000.00	54,500,000.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
FUND TOTAL EXPENSES	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
FUND TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
FUND NET	54,500,000.00-	701,460.43-	53,810,313.00-	2,612,597.83-	160,432.00	160,432.00

ST. LUCIE COUNTY - BOARD  
 Budget Comparison Report

	PRIOR YEAR BUDGET 17	PRIOR YEAR ACTUAL 17	CURRENT YEAR BUDGET 18	CURRENT YEAR ACTUAL 18	FY2018 APPD18	FY2018 APPD18
TOTAL REVENUE	0.00	0.00	0.00	0.00	54,500,000.00	54,500,000.00
Total Labor Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Operating Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Capital Expense	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
TOTAL EXPENSES	54,500,000.00	701,460.43	53,810,313.00	2,612,597.83	54,339,568.00	54,339,568.00
TOTAL TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00
NET	54,500,000.00-	701,460.43-	53,810,313.00-	2,612,597.83-	160,432.00	160,432.00

\* \* \* REPORT CONTROL INFORMATION \* \* \*

PARAMETER SEQUENCE NUMBER : 773237

Prior Fiscal Year : 17

Current Fiscal Year : 18

Budget ID : FY2018

Phase 1 : APPD18

Phase 2 : APPD18

Sub-total Level : O

Specific Fund Code : 363

Specific Orgn Code : 7210

Specific Acct Code : %

Specific Prog Code : %

Print Net Totals : Y

Print Detail Lines : Y

Lines Per Page : 55  
EXTRACT RECORDS WRITTEN : 7



## NON-BINDING TERM SHEET

**WHEREAS**, St. Lucie County (the "County") wishes to induce Sterling Facility Services, L.L.C. ("SFS") to commit to a new Facilities Use Agreement (the "New FUA") for the Sports Complex. (Capitalized terms used and not defined herein have the meanings ascribed to them in the Facilities Use Agreement between County and SFS dated as of August 1, 2003, as amended, modified or otherwise supplemented (the "Existing FUA").

**WHEREAS**, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for term ending twenty-five (25) years after issuance of the bonds described in Section 1 below to the Sports Complex;

**WHEREAS**, the County will issue bonds to fund the Improvements and otherwise obtain sufficient funding for performance of the County's obligations under the New FUA;

**WHEREAS**, County desires to designate SFS or its designee as County's agent to arrange for the design and construction of the Improvements;

**NOW, THEREFORE**, in consideration of the terms and conditions herein contained, it is mutually agreed as follows (subject to Section 12 below):

1. Bond Offering. The County will issue bonds in order to establish a fund in the amount of fifty-five million dollars (\$55,000,000) to be used for the design and construction of the Improvements. Any funds remaining following SFS's performance of such work shall be used for future improvements to the Sports Complex selected by SFS and approved by the County, such approval not to be unreasonably withheld, conditioned or delayed.
2. Term. The term of the New FUA will be 25 years starting on the date the County issues the bonds (the "Term").
3. Termination. If SFS terminates the New FUA at its sole option, SFS's post-termination obligations will include making a series of payments corresponding to the schedule of debt service payments for the bonds described in paragraph 1 above, to reimburse the County and the State, as required by State law, for their post-termination debt service payments.
4. Permitted Use. Scope the same as in the Existing FUA (with the new Improvements included as part of the Sports Complex), clarifying that "Training and/or rehabilitation" includes all athletes. County consents to SFS continuing to sublease to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that occurring at the present time.
5. Construction. The County will designate SFS or its designee as the agent of County for the purpose of arranging for the design and construction of improvements to the Sports Complex, with the scope of the improvements to be determined by SFS and approved by County, and the

County will otherwise provide cooperation appropriate for the design and construction of these improvements. The parties agree that such improvements to the Sports Complex (the "Improvements") will include, without limitation, Stadium upgrades, a new entrance, walk way connector around the outfield, one new field and other field enhancements, Mets player academy facilities, little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined by SFS and approved by County. Prior to the State's approval of the project, SFS and the County shall enter into an agreement to share in the design costs for the Improvements. A preliminary site plan of the Improvements is attached hereto as Exhibit A. The County acknowledges that SFS will not be a guarantor of construction completion or payment or take any financial risk with respect to the Improvements. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the \$55 million budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the \$55 million budget as a result, SFS shall be responsible for the overage. The County shall have the right to inspect the Improvements. The parties will establish a mutually agreed upon procurement process compliant with applicable legal requirements, which will include, among other things, a process intended to enhance the use of labor from within the region, the lack of a requirement to use the lowest price bidders, and a market fee to be paid to an entity selected by SFS to monitor the design and construction process. County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements.

6. Rent. During each year of the Term of the New FUA (including during the period of construction of the Improvements), SFS will make a base rent payment to the County (the "Base Rent") in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise's games played at the Stadium (collectively, "SFS Events"), provided that the Base Rent payment shall not exceed \$2,000,000 during each of the 1<sup>st</sup> through 10<sup>th</sup> years of the New FUA, \$2,100,000 during each of the 11<sup>th</sup> through 20<sup>th</sup> years of the New FUA, and \$2,250,000 during each of the 21<sup>st</sup> through 25<sup>th</sup> years of the New FUA. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the "Base Rent Cap." In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to County pursuant to Section 9 below and each year thereafter, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the "Additional Rent") as set forth in the chart below. The Gulf Coast League Payments provision currently set forth in Section 5(F) of the Existing FUA will also apply under the New FUA. The rent and other payments from SFS described in this Non-Binding Term sheet will be the only payments by SFS or any other person or entity to the County under the New FUA, and SFS or its assignees will be entitled to retain all revenues from the use and operation of the Sports Complex during the Term of the New FUA except for County Events (with the revenues and expenses for County Events to be divided as set forth in the Existing FUA or as otherwise agreed upon in the New FUA) and for the sharing of Stadium Revenue as provided herein. During any year in which Base Rent is less than \$2,000,000 SFS shall make a

payment to the County (the "Shortfall Payment") from (but not more than) SFS's 50% share of Stadium Revenues in the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of the 11<sup>th</sup> through 25<sup>th</sup> years of the New FUA shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in the 10<sup>th</sup> year of the New FUA in the amount of \$125,000, then the Base Rent Cap in the 11<sup>th</sup> year will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in the 11<sup>th</sup> year would have been \$2,100,000 had the Base Rent Cap not been reduced, then (x) in the 11<sup>th</sup> year SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from the 10<sup>th</sup> year, and (z) \$25,000 of SFS's Shortfall Payment from the 10<sup>th</sup> year will remain to be recouped from Additional Rent or future Base Rent Cap reductions.) To the extent that Shortfall Payments made by SFS are not fully recouped by the date the New FUA terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of the New FUA until all Shortfall Payments are repaid to SFS.

**Definitions:**

**"Stadium Revenue"** means (i) SFS's adjusted gross ticket receipts from SFS Events, plus (ii) SFS's gross sales receipts from food and beverage concession sales at SFS Events, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at SFS Events, plus (iv) the net profits from parking at SFS Events.

**"Adjusted gross ticket receipts"** means all revenues actually received by SFS from ticket sales for SFS Events, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

**"Gross sales receipts"** means revenues received from food and beverage concession sales or souvenir and novelty sales SFS Events, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law.

**"Net profits"** will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for SFS Events by reasonable labor costs incurred in operating the parking facilities on SFS Event days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

**Additional Rent Payment after completion of payments under Section 9 below**

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

7. Operations and Maintenance. Unless and until SFS transfers the obligations back to the County as described below, during the Term of the New FUA (including during the period of construction of the Improvements) SFS shall perform certain operations and maintenance of the Sports Complex (the "O&M") and the County will reimburse SFS for all related costs and expenses, including without limitation the cost of any related employee compensation and benefits, taxes, insurance, and payments to independent contractors (the "Operations and Maintenance Costs"). It is understood that SFS will assume certain operations and maintenance obligations as they pertain to the Players Academy and the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC. SFS and the County will cooperate in good faith to develop a mutually agreed upon maintenance standard for the Sports Complex. SFS and County will cooperate in good faith to finalize on or before January 1 of each year during the Term, a mutually approved budget of Operations and Maintenance Costs expected to be incurred during the upcoming calendar year (the "Operations and Maintenance Budget"), it being understood that the budget does not represent a cap on Operations and Maintenance Costs. During each year from the start of the Term of the New FUA until three years following substantial completion of the Improvements, the County shall (i) deposit 50% of the amount by which the Operations and Maintenance Budget exceeds the Operations and Maintenance Costs during such year in a standalone fund, with the amount in such fund being used solely to pay for future excess County O&M obligations or capital improvements that are agreed upon by the parties and (ii) pay SFS a bonus equal to 50% of the amount by which the Operations and Maintenance Budget exceeds the Operations and Maintenance Costs during such year, which SFS shall deposit in a standalone fund, with the amount in such fund being used solely to pay for future excess County O&M obligations or capital improvements that are agreed upon by the parties. Upon one year's prior written notice (given at any time starting two years following substantial completion of the Improvements), SFS can transfer the obligation to perform the O&M to the County, and the County will thereafter perform and pay all costs and expenses related thereto. In addition, upon one year's prior written notice (given at any time starting two years following substantial completion of the Improvements), the County can request that SFS transfer the obligation to perform the O&M to the County, and the County will thereafter perform and pay all costs and expenses related thereto. The parties will meet in good faith periodically during the Term to confer on operations and maintenance issues, and the continued desirability of SFS performing the O&M.

8. Additional County Contributions for Additional Improvements. Provisions with respect to additional improvements to the Sports Complex like those set forth in Section 5(K) of the Existing FUA will also apply under the New FUA, with the County making Additional County Contributions of \$10,000,000 in accordance with the following schedule (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule):

Year	Amount
1 through 4	\$0
5	\$1,000,000
6 and 7	\$200,000 each year
8 and 9	\$250,000 each year
10	\$1,000,000
11 through 14	\$300,000 each year
15	\$1,500,000
16 through 19	\$300,000
20	\$2,000,000
21 through 24	\$300,000 each year
25	\$0
<b>Total</b>	<b>\$10,000,000</b>

9. Existing Bonds. The County will refund the existing 2011A and 2011B bonds on or around November 1, 2016. The new 2016 refunding bonds shall have the same remaining term as the 2011A and 2011B bonds. SFS will make additional rent payments to the County under the New FUA, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit J to the Existing FUA on the dates indicated in the first (Period Ending) column of Exhibit J that follow commencement of the Term of the New FUA, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the 2016 refunding bonds.

10. State Funding. County and SFS will not enter into the New FUA unless the County receives approval for twenty million dollars in funding from the State of Florida Spring Training Retention Program.

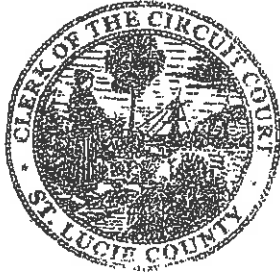
11. Tourist Marketing. SFS and County will meet in good faith to discuss opportunities to promote St. Lucie County as a tourist destination.

12. Club Use. Throughout the Term, SFS shall cause the Club to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League.

12. Non-Binding Nature. This term sheet is intended solely to facilitate the parties continuing discussions concerning the matters described herein, and the terms set forth herein shall not be binding on any party unless and until such terms are set forth in a binding, definitive agreement (or agreements) executed by all necessary parties (which agreement(s) will include terms and conditions not set forth herein).

ATTEST:

[Signature]  
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]  
Chairman  
Date signed: May 10, 2016

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: [Signature]  
County Attorney

WITNESSES:

[Signature]  
[Signature]

STERLING FACILITY SERVICES, L.L.C.  
a New York limited liability company

BY: [Signature]  
Name: PAUL TAGLIERI  
Title: VP  
Date signed: 5/24/16

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24th day of MAY 2016  
by \_\_\_\_\_, as \_\_\_\_\_ of STERLING FACILITY SERVICES,  
L.L.C., a New York limited liability company.



CYNTHIA MARIA MALASPINO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE846369  
Expires 10/24/2016

Notary Public, State of Florida  
My Commission Expires: 10/24/16  
Personally known   
OR Produced Identification





ITEM NO. RES-2016-117

DATE: 08/02/2016

AGENDA REQUEST

\*CONSENT AGENDA\COUNTY ATTORNEY

**TO:** Board of County Commissioners

**PRESENTED BY:** Daniel S. McIntyre, County Attorney

**SUBMITTED BY:** County Attorney

**SUBJECT:** Resolution - Reimbursement Resolution regarding possible improvements to the St. Lucie County Sports Complex

**BACKGROUND:**

Sterling Facility Services, LLC is discussing with County staff the possibility of funding and constructing improvements to the St. Lucie County Sports Complex. As part of these discussions, County staff has involved the County's bond counsel and the County's financial advisor. The County's bond counsel has suggested that the County consider adopting a resolution declaring the County's intention to reimburse itself from tax exempt bond proceeds for prior expenditures made in furtherance of capital projects. A copy of the draft resolution prepared by bond counsel is attached. Please note that by adopting the draft resolution, the Board is not approving the funding or the construction of the Sports Complex improvements.

**PREVIOUS ACTION:**

N/A

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

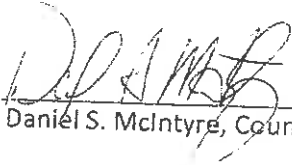
Staff recommends that the Board approve the resolution and authorize the Chairman to sign the resolution.

**COMMISSION ACTION:**

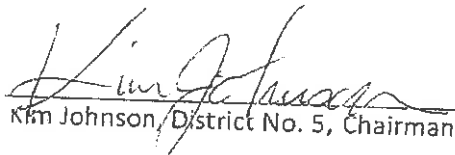


**RESULT:** ADOPTED BY CONSENT VOTE [UNANIMOUS]  
**MOVER:** Chris Dzadoovsky, District No. 1, Vice-Chairman  
**SECONDER:** Paula A. Lewis, District No. 3  
**AYES:** Johnson, Dzadoovsky, Mowery, Lewis, Hutchinson

Coordination/Signatures



Daniel S. McIntyre, County Attorney 7/22/2016



Kim Johnson, District No. 5, Chairman 8/2/2016



ITEM NO. (ID # 3682)

DATE: 09/06/2016

AGENDA REQUEST

\*CONSENT AGENDA\OFFICE OF MANAGEMENT & BUDGET

**TO:** Board of County Commissioners

**PRESENTED BY:** Asheley Hepburn, Office of Management & Budget Director

**SUBMITTED BY:** Office of Management & Budget

**SUBJECT:** St. Lucie Sports Complex Funding Request

**BACKGROUND:**

On May 10, 2016, at a special Board of County Commissioners meeting, the Board adopted a Non-Binding Term Sheet, an agreement between the County and the Sterling Facility Services SFS. This agreement included language to share in the pre-development design costs for the renovation of the Spring Training facility prior to the State's approval of the project.

Subsequently, on August 2, 2016, at a Board of County Commissioners a resolution declaring the County's intention to reimburse itself from tax exempt bond proceeds for prior expenditures was adopted.

This action request approval to spend \$160,432 towards those items included as a part of the signed Non-Binding Term Sheet and seek reimbursement from the project bond proceeds, once funding is available. The Non-Binding Term Sheet states that, "Prior to the State's approval of the project, SFS and the County shall enter into an agreement to share in the design costs for the improvements". These funds will be allocated to Sterling Facility Services per the Non-Binding Term Sheet.

The below estimated budget represents a portion of the necessary costs to keep the project on track for construction to begin following Spring Training 2017 and as such will be reimbursable from the project bond proceeds. Sterling Facility Services will maintain documentation and submit for reimbursement once overall project funds are available.

St. Lucie County Sports Complex Renovations Due Diligence and Concept County Contribution			
Discipline	1st Allocation	2nd Allocation	Total
Architecture / Engineering	\$0	\$80,000	\$80,000
Environmental / Geotechnical / Survey	\$60,432	\$20,000	\$80,432
Total	\$60,432	\$100,000	\$160,432

**PREVIOUS ACTION:**

On May 10, 2016, at a special Board of County Commissioners meeting, a Non-Binding Term Sheet between the Sterling Facility Services SFS and St. Lucie County was adopted.

On August 2, 2016, at a Board of County Commissioners a resolution declaring the County's intention to reimburse itself from tax exempt bond proceeds for prior expenditures was adopted.

**FINANCIAL IMPACT:**

This action will authorize moving \$160,432 of reserve funding in 362-9910-599300-800, Sports Complex Capital Fund to 362-7210-563000-107607, Infrastructure.

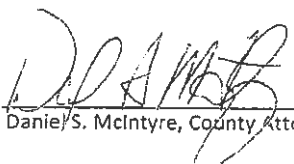
**RECOMMENDATION:**

Staff recommends the Board authorize advancing to Sterling Facility Services (SFS) \$160,432.00 for pre-development design cost for the renovation of the NY Mets Spring Training facility using reserves in the Sports Complex Capital Fund.

**COMMISSION ACTION:**

<b>RESULT:</b>	<b>ADOPTED BY CONSENT VOTE [UNANIMOUS]</b>
<b>MOVER:</b>	Chris Dzadoovsky, District No. 1, Vice-Chairman
<b>SECONDER:</b>	Frannie Hutchinson, District No. 4
<b>AYES:</b>	Kim Johnson, Chris Dzadoovsky, Paula A. Lewis, Frannie Hutchinson
<b>ABSENT:</b>	Tod Mowery

Coordination/Signatures



Danie S. McIntyre, County Attorney

8/23/2016



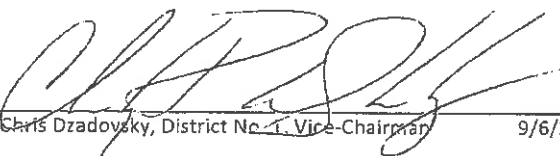
Ashley Hodgburn, Office of Management & Budget Director

8/23/2016



Howard Tipton, County Administrator

8/29/2016



Chris Dzadovsky, District No. 1, Vice-Chairman

9/6/2016

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

July 16, 2018

RANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

**Subject:** Annual Report to the Florida Department of Economic Opportunity (DEO) for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

**Item #2:** A copy of the Spring Training Facility Lease and Use Agreement between the County and the Spring Training Franchise, including all amendments, modification, extensions, assignments, or ancillary agreements thereto, current as of the date of the annual report. The County's Spring Training Franchise shall remain the New York Mets, unless properly changed pursuant to law and the terms of this Agreement and the Spring Training Facility Lease and Use Agreement.

CHRIS DZADOVSKY  
DISTRICT 1

- Facilities Use Agreement (FUA) C16-11-693 between St. Lucie County and Sterling Facilities Services, LLC (SFS) which owns and operates the New York Mets major league team dated November 15, 2016.
- New FUA C16-11-693 Amended and Restated dated January 24, 2017.
- First Amendment to Amended and Restated Facilities Use Agreement between the SFS (N.Y Mets) and St. Lucie County; Stadium Renovation plans by Ewing Cole (Architecture).

ANTHONY BONNA  
DISTRICT 2

CATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
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**ST. LUCIE COUNTY SPORTS COMPLEX  
FACILITIES USE AGREEMENT**

**THIS AGREEMENT** (the "Agreement"), made and entered into in triplicate as of November 15, 2016 (the "Effective Date"), by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

**WITNESSETH:**

**WHEREAS**, County owns the real property legally described on Exhibit "A" hereto (the "Land"), and all of the fields and improvements located thereon, including, without limitation, the lighted major league baseball stadium presently known as "Tradition Field" (the "Stadium"), and certain major and minor league training facilities, locker rooms, practice facilities, and related improvements (with the Land, Stadium and all fields and improvements hereinafter collectively referred to as the "Sports Complex"), as the Sports Complex is depicted on the site plan ("Site Plan") set forth in Exhibit "B" hereto.

**WHEREAS**, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for the Term (as defined below) in accordance with the provisions hereinafter contained;

**WHEREAS**, throughout the Term, SFS shall cause the Sterling Mets, L.P. ("Club"), which owns and operates the franchises for the New York Mets major league baseball team and the St. Lucie Mets minor league baseball team to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. **SITE; ADDITIONAL CAPITAL IMPROVEMENTS.**

The County warrants and represents that it owns the Land, Stadium, and the remainder of the Sports Complex including, without limitation, the fields and improvements thereon.

The parties further acknowledge and agree that, subject to the terms set forth herein and in the exhibits hereto, County shall permit SFS to construct additional capital improvements to the Sports Complex property during the Term, in accordance with the schedule, scope, specifications, designs and plans which shall be determined in accordance with the terms of Section 10. Upon the Completion (as such term is hereinafter defined) of the New Improvements (as defined below) the term "Sports Complex," as used herein, shall be deemed to include the New Improvements.

2. **SFS USE OF FACILITIES; TERM; TERMINATION OF PRIOR FUA.**

A. **Term:** SFS agrees to use the Sports Complex for a period commencing on the Effective Date and ending on December 31, 2042 (or such earlier date upon which this Agreement is terminated as provided herein) (the "Term"), subject to the terms and conditions hereof, for the following purposes (the "Permitted Uses"):

(i) SFS may use and permit the Club to use, and the County shall permit SFS and the Club to use, the Sports Complex during the Term of this Agreement for the following, subject to the priorities of use as set forth in Section 15 of this Agreement:

- Fantasy and Youth Baseball Camps
- New York Mets Spring Training (February - April)
- New York Mets Exhibition Season (March - April)
- Florida State League or any successor league (April - September)
- Gulf Coast League or any successor league (June - August) (if applicable)
- Minor League Spring Training (April - June)
- Instructional League Play (September - November)
- Training and/or rehabilitation for baseball players, or (in the retail space currently subleased to Barwis Methods Training Center of Port St. Lucie, LLC) any athletes

To the extent that any use of the Sports Complex for the purposes set forth above in this Section 2(i) (not including fantasy and youth camps) involves professional baseball teams and players who are not affiliated with the Club (or with a major league baseball club affiliated with an assignee of SFS), then SFS (or, if applicable, SFS's assignee) will reimburse the County for its incremental costs arising directly from such use. County consents to SFS continuing to sublease retail space at the Sports Complex to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that occurring at the present time. SFS agrees that separate utility meters for the Barwis Center shall be installed as part of the New Improvements.

(ii) SFS, the Club and County shall each have exclusive use of certain office facilities at the Sports Complex as identified in Exhibit "K," on a year-round basis.

(iii) The staging, by or with the permission of SFS, of other baseball and non-baseball oriented events at the Sports Complex, including, without limitation, concerts, shows, conventions and political, religious and community events, subject to the scheduling provisions of Section 15 of this Agreement, except that SFS shall be permitted to conduct promotional events and other activities on the dates of baseball games played at the Sports Complex in SFS's sole discretion.

(iv) The radio, television, internet and other broadcast or transmission of SFS Events.

- (v) All uses set forth below in Sections 6, 7, 8, 12 and 15 of this Agreement.
- (vi) Any such other uses as shall be reasonably consistent with the foregoing.

All New York Mets and St. Lucie Mets (and, if any, GCL Mets (as defined below in Section 12)) activities at the Sports Complex during the Term of this Agreement, as well as all baseball games and other events staged at the Sports Complex by or under the sponsorship, control or authorization of SFS, are referred herein as "SFS Events." All events conducted or authorized by the County at the Sports Complex during the term of this Agreement (excluding all SFS Events) are referred to herein as "County Events."

B. As of the Commencement Date, the St. Lucie Sports Complex Facilities Use Agreement entered into as of August 1, 2003, as amended (the "Prior FUA"), shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and condition of this Agreement. County hereby acknowledges that no payment is due from SFS pursuant to Section 19 of the Prior FUA.

### 3. MAINTENANCE.

A. County will, at its expense, at all times keep and maintain the Sports Complex (excluding the Player Academy Spaces (as defined below) and the Barwis Training Center) in good and clean order and repair suitable for a first-class major and minor league training, exhibition and playing complex, including without limitation maintaining the playing fields in a first-class condition appropriate for a major league baseball team, and in any event of a quality not less than the highest level of practiced professional baseball standards (the "Maintenance Standard") and in accordance with the specifications set forth in Exhibit "L" hereto. "Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Sports Complex in first-class good order and repair, and (b) keep the Sports Complex free of debris. Maintenance shall include, without limitation, (i) performing all preventative or routine maintenance that is stipulated in operating manuals for equipment as regular, periodic maintenance procedures; (ii) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing air filters; (iii) groundskeeping and maintenance of the athletic fields, including without limitation, seeding, mowing, watering and raking of the grassy areas and full maintenance of the balance of the playing fields, preparation of the fields at the start of each season and for practice sessions and games, maintenance, repair and replacement and painting of grandstands, fences, batter's background walls and other related items; (iv) changing of standard, isolated light bulbs, fuses and circuit breakers as they burn out; (v) cleaning all portions of the Sports Complex immediately after each SFS Event and County Event; (vi) all repairs other than Capital Repair Work (as defined in Section 4), (vii) repair and rehabilitation of parking areas; and (viii) touch-up painting. County shall employ a sufficient number personnel to maintain the Sports Complex (excluding the Player Academy Spaces and the Barwis Center) properly for use and play until the end of SFS's seasonal use of the facilities as delineated in Section 2. The County and SFS shall consult annually as to a reasonable program of management, operation, and maintenance



of the facilities to be carried out during the coming year, and County shall be responsible for implementation of such a reasonable program at its expense.

B. SFS Maintenance Responsibility. At all times during the Term, SFS shall be responsible for performing all Maintenance of the Player Academy Spaces at the Sports Complex and (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC and paying all costs and expenses related thereto including payment of the cost of utilities, except to the extent such Maintenance is required due to the actions of the County or its contractors. SFS shall be solely responsible for any maintenance, restoration or repair related to damage occurring to the Sports Complex as a result of the negligent acts or willful misconduct of SFS or Club, its officers, agents and employees. SFS also shall be solely responsible for repair of any damage to the playing fields, structures, or other facilities that occur during non-baseball SFS Events.

C. In connection with the performance of the Maintenance, SFS shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, that the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

D. The County shall have no obligation to perform or pay for any Maintenance with respect to the Player Academy Spaces or (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC, except to the extent such Maintenance is required due to the negligence or willful misconduct of the County, its agents or employees.

#### 4. CAPITAL REPAIRS.

A. All Capital Repair Work required during the Term shall be performed by the County and all costs and expenses related to the Capital Repair Work shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Additional Improvements Fund. "Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Sports Complex that are reasonably necessary to keep the facilities and amenities of the Sports Complex in good repair and sound condition; and (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation, HVAC and MEP systems and structural integrity of the Sports Complex, and preserve its usefulness for the purposes for which it is being used hereunder.

B. The County shall establish an account in the name of the County, designated as the "Capital Repairs Fund" for mutually agreed upon Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund each year and SFS shall pay the County \$75,000 on March 1 during each year of the Term, which amount the County shall deposit

the Capital Repairs Fund. The provisions of this Section 4.B shall not be construed in any way to limit the County's obligation to perform all Capital Repair Work.

5. **ADDITIONAL IMPROVEMENTS.**

A. The County shall establish an interest bearing account, in the name of the County, designated as the "Additional Improvements Fund," for mutually agreed upon Additional Improvements (as defined below) to benefit the Sports Complex during the Term, and all interest thereon shall be added to the Additional Improvements Fund. The County shall contribute funds to the Additional Improvement Fund in accordance with the schedule of contributions set forth in the attached Exhibit "C" (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule).

B. During the Term County shall fund, to the extent funds are available in the Additional Improvements Fund, certain additional improvements to the Sports Complex proposed by SFS and approved by the County, such approval not to be unreasonably withheld (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Term. SFS shall have the right to request that the County provide monies from the Additional Improvements Fund and the County will promptly honor such requests and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement.

6. **CONSIDERATION – PAYMENT.**

A. For purposes of this Section 6.A "Year 1" means the 2017 calendar year, "Year 2" means the 2018 calendar year and so on through "Year 25" which is the 2042 calendar year. For each year of the Term starting in 2017, SFS will make a base rent payment to the County (the "Base Rent") in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise's games played at the Stadium (collectively, "Games"), provided that the Base Rent payment shall not exceed \$2,000,000 during each of Year 1 through Year 10, \$2,100,000 during each of Year 11 through Year 20, and \$2,250,000 during each of Year 21 through Year 25. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the "Base Rent Cap." In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to the County pursuant to Section 37 below and each year thereafter during the Term, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the "Additional Rent") in an amount equal to the County percentage multiplied by the corresponding incremental amount of Stadium Revenue in excess of \$5,500,000 as set forth in the chart below (subject to reduction to the extent necessary to recoup Shortfall Payments as addressed below in this Section).

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

For example, if Stadium Revenue in a year in which Additional Rent is due (a) is \$5,500,000 or less, SFS shall not make any Additional Rent payment; (b) is \$6,000,000, SFS will make an Additional Rent payment equal to \$50,000 (i.e., 10% of the \$500,000 between \$5,500,001 and \$6,000,000); (c) is \$7,000,000, SFS will make an Additional Rent payment equal to \$225,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000 plus 25% of the \$500,000 between \$6,500,001 and \$7,000,000); or (d) is \$8,000,000, SFS will make an Additional Rent payment equal to \$600,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000, plus 25% of the \$1,000,000 between \$6,500,001 and \$7,500,000, plus 50% of the \$500,000 between \$7,500,001 and \$8,000,000)

For any year of the Term starting in 2017 in which Base Rent is less than \$2,000,000 SFS shall make a payment to the County (the "Shortfall Payment") from (but not more than) SFS's 50% share of Stadium Revenues, such payment being equal to the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of Year 11 through Year 25 shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in Year 10 in the amount of \$125,000, then the Base Rent Cap in Year 11 will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in Year 11 would have been \$2,100,000 had the Base Rent Cap not been reduced, then (x) in Year 11 SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from Year 10, and (z) \$25,000 of SFS's Shortfall Payment from Year 10 will remain to be recouped from Additional Rent or future Base Rent Cap reductions. To the extent that Shortfall Payments made by SFS are not fully recouped by the date this Agreement terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of this Agreement until all Shortfall Payments are repaid to SFS.

**Definitions:**

"Stadium Revenue" means (i) SFS's adjusted gross ticket receipts from Games, plus (ii) SFS's gross sales receipts from food and beverage concession sales at Games, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at Games, plus (iv) the net profits (defined

below) from parking at Games.

**“Adjusted gross ticket receipts”** means all revenues actually received by SFS from ticket sales for Games, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

**“Gross sales receipts”** means revenues received from food and beverage concession sales or souvenir and novelty sales at Games, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law. In the event SFS elects to contract with an unaffiliated private firm to operate all food and beverage concessions and/or souvenir and novelty sales, then, in lieu of including all revenues received from food and beverage concession sales and souvenir and novelty sales at Games in gross sales receipts, SFS shall include in gross sales receipts only such portion of food and beverage concession revenues and souvenir and novelty revenues received by SFS from the contractor. Moreover, SFS’s selection of an unaffiliated private firm to operate all food and beverage concessions or souvenir and novelty sales at the Sports Complex shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

**“Net profits”** will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for Games by reasonable labor costs incurred in operating the parking facilities on Games days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

B. **Advertising.** Subject to the terms of Section 7(C) hereof with respect to Naming Rights, County grants to SFS the exclusive right to display or permit others to display advertising material at all locations in the Sports Complex at all times during the Term (including, without limitation, advertising in game or other SFS Event programs), and the exclusive right to grant event sponsorship and promotional rights at the Sports Complex during SFS Events, as well as the right to assign all or any portion of such rights to any third party including specifically to the Club. SFS shall have the right to display such advertising signs at all events held at the Sports Complex, including, without limitation, County Events. The County shall not be entitled to receive any of the revenues generated by SFS or its assignees through the sale of such advertising, sponsorships and promotions. SFS or its assignee shall retain one hundred percent (100%) of all revenues from advertising at the Sports Complex during the Term and from all sponsorships and promotions during SFS Events, and SFS shall have control over the type and content of all such advertising, sponsorships and promotions. County shall have the right to review and approve all such proposed advertising, provided that County shall have no right to object to any advertising except to the extent that such advertising is indecent or incompatible with the character and dignity of the Sports Complex; any proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Major League spring training or minor league baseball facility within the State of Florida. County may not sell or display signage at the Sports Complex without the prior written consent of SFS, in SFS’s sole discretion, except that the

County may display at the Sports Complex signage that is comprised solely of the insignia or logos of the County or that is required by public safety considerations or by local, state or federal regulations subject to the approval of SFS, which approval shall not be unreasonably withheld.

C. **Parking.** SFS reserves the right to charge reasonable fees for parking areas adjacent to the Stadium for persons attending SFS Events. SFS shall have the right to make parking spaces available at all times and without charge to authorized representatives, designees or personnel designated by SFS. County and SFS shall cooperate and develop a visitors pass procedure that will allow free parking to authorized representatives and guests of the County and SFS.

SFS shall include the net profits from parking at Games in Stadium Revenue as set forth above. For all SFS Events other than Games, SFS shall retain one hundred percent (100%) of all parking receipts. For County Events at the Sports Complex, County shall operate all parking at its sole expense and shall retain all proceeds.

D. **Intentionally Omitted.**

E. **Rent for Use of Stadium.** The rental payment by SFS for use of the Stadium shall be the payments from SFS to County as provided above in Section 6.A. Except as otherwise specifically provided in this Agreement, only one payment shall be made each year of the net amount due from SFS to County, which annual payment shall be made prior to the commencement of the following Major League Spring Training season. County and SFS agree that such amounts paid by SFS to County shall be deemed to be the rent payment for the use and occupancy of real property pursuant to Section 212.031, Florida Statutes. In addition to the requirements of Paragraph 9(C), SFS shall provide the County with an annual accounting of revenues and expenses in sufficient detail for audit purposes at the same time the annual payment is made.

F. **County Revenues.** SFS shall pay to County thirty-three percent (33%) of SFS's gross sales receipts from food and beverage concession sales at all County Events, with SFS retaining the other sixty-seven percent (67%). As used in this Section 6(F), "gross sales receipts" means revenues received from food and beverage concession sales, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. However, County shall not levy any tax on the sale of concessions except as may be required by state law. For all County Events, County shall retain one hundred percent (100%) of the adjusted gross ticket receipts but shall reimburse SFS for all pre-approved out-of-pocket expenses incurred by SFS in connection with each such event. As used in this Section 6(F), the term "adjusted gross ticket receipts" means all revenues actually received by SFS from ticket sales for County Events at the Sports Complex, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. However, County shall not levy any tax on sale of tickets except as required or authorized by state law.

G. **Parking Revenues from Adjacent Businesses.** Subject to the approval of SFS, which approval shall not be unreasonably withheld, the County shall have the right to allow local

businesses with offices adjacent to the Stadium ("Adjacent Businesses") to utilize the Stadium parking area depicted on Exhibit "N" hereto (the "Business Parking Area") on a nonexclusive basis provided that the use of the Business Parking Area by local businesses shall not conflict with use of the Business Parking Area by SFS or the County for SFS Events or County events. The parties agree that the first \$100,000 in total revenues received during the Term from the use of the Business Parking Area by the Adjacent Businesses shall be retained by the County to reimburse the County for the actual cost incurred by the County to construct improvements to the Business Parking Area, and thereafter, the County shall deposit all revenues received from use of the Business Parking Area by the Adjacent Businesses into the Capital Repairs Fund. The County shall be responsible for all damage and expenses resulting from use of the Business Parking Area by Adjacent Businesses

**7. TELEVISION - RADIO REVENUE; LUXURY SUITE REVENUE; NAMING RIGHTS.**

**A. Television - Radio Revenue.**

It is expressly acknowledged and agreed by and between the parties, that the County shall receive no revenues from the radio or television broadcast or other transmission (including, without limitation, over cable or the Internet) of or relating to any SFS Events, nor shall the County participate, in any manner, in determining when said SFS Events shall be broadcast or otherwise transmitted. SFS has the exclusive right to sell television and radio broadcasting and other transmission rights for SFS Events and to permit others to sell such television and broadcasting and other transmission rights, and SFS or such other authorized party shall retain all revenues resulting therefrom.

**B. Suite Revenue.**

SFS shall manage and control the rental of any luxury suites at the Stadium, including without limitation any luxury suites constructed as part of the New Improvements, for all events at the Sports Complex during the Term. County and SFS shall each be entitled to use and authorize others to use one luxury suite for all events during the Term, without charge to County or SFS for their occupancy of the respective suites. All other luxury suites are to be rented on a yearly basis, and SFS shall retain one hundred (100%) percent of adjusted gross revenue from the rental of luxury suites. The lessee of any luxury suite will receive admission tickets to the luxury suite for all New York Mets spring training games and all St. Lucie Mets games at no additional charge. The lessee of any luxury suite will also have the right to purchase admission tickets to the luxury suite for any other event held at the Stadium during the year, and if such tickets are purchased: (i) for all SFS Events other than New York Mets spring training games and St. Lucie Mets games, SFS shall retain one hundred (100%) percent of the adjusted gross revenue from the sale of such admission tickets; and (ii) for all County Events, SFS shall retain ten (10%) percent of the adjusted gross revenue from the sale of such admission tickets and shall pay to the County the remaining ninety (90%) percent. As used in this Section 7(B), the term "adjusted gross revenue" means all revenues actually received by SFS from the rental of luxury suites that is

attributable to the particular event at issue, and all revenues actually received by SFS from the sale of tickets granting admission to the luxury suites for the event, less any and all taxes and tax surcharges or fees due to any governmental or taxing authority related thereto. Revenues from food and beverage sales in luxury suites will be included in gross sales receipts as set forth in Section 6(A) above.

C. **Naming Rights.**

SFS or its designee shall have the sole and exclusive right to designate the name of the Sports Complex and/or its constituent parts and to grant one or more third parties (i) the right to include such party's name, product name and/or logo and/or corporate identifiers in the name of the Sports Complex and/or its constituent parts, (ii) the right to have such name and/or logo and/or corporate identifiers prominently displayed on the interior and the exterior of, and on and around the entrances to the Sports Complex and/or its constituent parts, and on the Sports Complex apron, as part of the name of the Sports Complex, and (iii) such other nonexclusive rights which are customarily included in the grant of the rights in clause (i) and (ii) above (such rights are hereinafter referred to as the "Naming Rights"), and provided that such name and/or logo and/or corporate identifiers shall not be obscene nor shall it be unlawful to use the same. For avoidance of doubt, SFS retains all revenues with respect to Naming Rights.

For so long as both this Agreement and the agreement granting Naming Rights remain in effect, the Stadium and the Sports Complex shall be referred to by the name(s) selected pursuant to this Section 7(C), and neither party shall advertise or refer to the Stadium or the Sports Complex by any other name. The Stadium and the Sports Complex names selected pursuant to this Section 7(C) shall be used by the parties when referring to the Stadium and the Sports Complex in any of their correspondence, press releases, promotional materials, advertisements and/or publications, and shall be used by County on all related directional traffic and pedestrian signs on highways, local streets, and all public thoroughfares in and around the Sports Complex and St. Lucie County, Florida. Notwithstanding the above, the parties agree that the County's logo shall be permanently displayed at locations in the Stadium and Sports Complex as mutually agreed upon by the parties.

County shall retain the right to market for sale to a third party the right to include such party's name, product name and/or logo in the official name of the football/soccer field across from the Sports Complex (the "Football/Soccer Naming Rights"). County shall not market or entertain offers for, and shall not enter into any agreement relating to, the Football/Soccer Naming Rights until after all Naming Rights Agreements referenced above in this Section 7(C) with respect to the remainder of the Sports Complex have been entered into and approved by the Board of County Commissioners. Any agreement with respect to the Football/Soccer Naming Rights shall be subject to the approval of SFS, which approval shall not be unreasonably withheld, provided that the withholding of approval shall be conclusively deemed reasonable if the proposed agreement is with a competitor of any entity that has an advertising or naming rights agreement with SFS or Club at any facility.

D. **Other Revenues.**

Except as otherwise expressly stated and specified in this Agreement, SFS shall be entitled to retain all revenues related to the Sports Complex.

E. **Recognition of Contributions of Thomas J. White, Sr.**

Wholly separate from any naming rights for the Sports Complex or the Stadium, County and SFS agree to continue to recognize the contributions of Thomas J. White, Sr. in a manner similar to how such contributions are currently recognized at the Sports Complex and Stadium.

8. **TICKET SALES; PROGRAM SALES, CONCESSIONS AND PARKING.**

SFS has the exclusive right to operate ticket sales, program sales, and parking lots in connection with SFS Events during the Term of this Agreement, and has the right and discretion to contract with or authorize one or more other persons or entities to operate ticket sales, parking and/or game program sales at the Sports Complex at or in connection with SFS Events.

SFS has the exclusive right and discretion to sell and authorize others to operate concessions for the sale of food and beverages (including, without limitation, catering, hospitality and picnic services), novelties, souvenirs and paraphernalia at the Sports Complex during the Term of this Agreement. The County reserves the right to schedule special events in the parking lot during non-baseball scheduled events at which concessions will be sold; SFS will operate concessions at such special events in accordance with its exclusive right to operate concessions at the Sports Complex during the Term, and will cooperate with the County with respect to the providing of concessions to community and charitable groups at such special events. During the Term of this Agreement, SFS shall provide good quality concession services to the public. SFS will use commercially reasonable efforts to restrict patrons from bringing any food, beverages (including alcoholic beverages) or beverage containers into the Sports Complex. Prior to the start of each season, SFS will provide the County with notice of the pricing for tickets, programs, concessions and parking.

No new coin or currency operated vending machines shall be installed or located within the Sports Complex by SFS without the written permission of the County's Parks and Recreation Director, which permission shall not be unreasonably withheld. Except as otherwise permitted under this Agreement, SFS will not install permanent fixtures or construct permanent improvements at the Sports Complex without the County's prior consent, which consent shall not be unreasonably withheld.

9. **BOOKS, RECORDS AND AUDIT.**

SFS and County agree to keep accurate books and records in accordance with generally accepted accounting practices of their respective operations at the Sports Complex. SFS agrees to



submit to the County, on a quarterly basis, a report containing accurate attendance information in a form agreed to by all parties. In addition, the parties agree as follows:

B. SFS shall submit daily sales (ticket, parking, program and concessions) reports within thirty (30) days following the last Game of Spring Training and thirty (30) days following the last Game of the Florida State League season.

C. All related books and records regarding ticket, parking, program and concession sales shall be jointly available to the County for suitable annual audit at a time mutually agreed to by the parties. Any audits must be performed within twelve (12) months after the end of each year of operation (January 1 - December 31). SFS shall have the same right to audit the books and records of any County operation under this Agreement, and shall have the right to review the County budget and related documents at any time upon reasonable notice.

10. **NEW IMPROVEMENTS.**

A. **NEW IMPROVEMENTS - BUDGET.**

The County intends to issue bonds, the ("New Improvement Bonds") which will be used to finance certain improvements to the Sports Complex described on Exhibit "D" hereto (the "New Improvements"). If the County does not issue the New Improvement Bonds and fully fund the New Improvements Budget (as defined below) by April 1, 2017 SFS shall have the right to nullify and void this Agreement, by providing written notice to the County, provided that the County shall have seven (7) days following its receipt of such notice from SFS to issue the New Improvement Bonds, and if the New Improvement Bonds are issued by the end of such seven (7) day period then the written notice provided shall be ineffective. If this Agreement is nullified and voided as set forth in the immediately preceding sentence, the parties agree that the Prior FUA shall be reinstated and the terms and conditions of the Prior FUA shall govern the rights and obligations of SFS and the County. The County will designate SFS as the agent of County for the purpose of coordinating the New Improvements, with the scope of the New Improvements to be determined by SFS and approved by County, and the County will provide cooperation appropriate for the design and construction of the New Improvements. The parties agree that the New Improvements will include, without limitation, Stadium upgrades, a new entrance, walk way connector around the outfield, one new field and other field enhancements, Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium (the "Player Academy Spaces") (which shall only be used by Mets personnel and shall not be available for use by the general public), little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined and approved by SFS and County. The County shall provide \$55,000,000 of funding (the "New Improvements Budget") for the design and construction of the New Improvements.

Nothing in this Agreement shall obligate the County to provide funding for the New Improvements in excess of the New Improvements Budget. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other

modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage. The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements, it being understood that the cost of such statement shall be paid by the County and shall not be included in the New Improvements Budget.

**B. NEW IMPROVEMENTS - PLANS.**

1. County, for the benefit of SFS and County, shall competitively procure an architect reasonably satisfactory to both parties (the "Architect" referred to in this Section 10) in accordance with Florida Law and County Procurement Policy. The Architect shall be responsible for, *inter alia*, (1) developing a conceptual plan and general specifications (the "Conceptual Plans" referred to in this Section 10) for the New Improvements; (2) developing preliminary plans and specifications for the New Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the New Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the New Improvements are constructed (the "Architect's Work" referred to in this Section 10). SFS shall enter into a contract (the "Architect's Contract" referred to in this Section 10) with the selected Architect with terms that are fair, competitive and reasonable as required by Section 287.055 (5) and (6) of the Florida Statutes, and which shall, *inter alia*, contain the terms and conditions set forth in Exhibit "E" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. The County shall, upon request, enter into a joinder to the Architect's Contract substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit "E", and SFS and the County shall be designated as Named Insureds on all applicable policies. The Contract should also provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(b) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not fair, competitive and reasonable as required by Section 257.055 (5) and (6) of the Florida Statutes. County, through its Board of County Commissioners, shall have final approval rights to the negotiated Contract limited to whether the Contract terms are fair, competitive and reasonable. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect and its carriers, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect

except to the extent caused by any negligent acts or omissions of SFS or its agents or representatives.

2. Contemporaneous with procurement of the Architect, the County shall, through currently pending RFQ No. 16-049, competitively procure a consultant to provide Program Manager Consulting Services on its behalf, serving as the point of contact of the County for all project development interaction involving SFS, Architect and Contractor.

3. SFS shall cause Architect to furnish to County the Conceptual Plans for the New Improvements. County, through its Board of County Commissioners, shall have a period of twenty (20) days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the New Improvements set forth on Exhibit "D" hereto or to the extent the Conceptual Plans reflect estimated costs in excess of the New Improvements Budget. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such twenty (20) day period, the Conceptual Plans shall be deemed approved.

4. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the New Improvements in accordance with the approved Conceptual Plans (the "Preliminary Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans are materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such twenty (20) day period, the Preliminary Plans shall be deemed approved.

5. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the New Improvements (or such of the New Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans are materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in writing and in reasonable detail. If neither County nor SFS disapprove within such twenty (20) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "F".

6. County, for the benefit of SFS and County, shall, through a publicly advertised competitive bidding or proposal process, in accordance with Florida law and County Procurement Policy, competitively procure a contractor (the "Contractor" referred to in this Section 10) for the construction of the New Improvements in accordance with the Final Plans (the "Work" referred to in this Section 10). SFS shall have input on the qualifications and selection of contractors, with two members appointed by SFS to a five-member selection committee, with the remaining three members appointed by County, and to refuse to engage any contractor upon terms that are not fair, competitive and reasonable as determined by SFS. The final terms of the agreement between SFS and the Contractor (the "Construction Contract" referred to in this Section 10), and any Guaranteed Maximum Price amendments or agreements, shall be subject to the approval of the County, through its Board of County Commissioners, limited to whether the Contract terms are fair, competitive and reasonable. SFS shall enter into a Construction Contract along with terms that are fair, competitive and reasonable and the terms set forth below, with the selected contractor.

7. The Construction Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "G" hereto and shall include each of the following requirements related to all work under the Construction Contract ("Work"): (i) the furnishing of a public construction bond in a form consistent with Section 255.05, Florida Statutes, with the County named as co-obligee, and with terms acceptable to SFS; (ii) competitive procurement of all Subcontractors work and supplies as set forth in Subsection 7(d) below ("Procurement of Subcontracts"); (iii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 10% of the total value of the construction contract) and required reductions at 50% completion as set forth in Section 255.078, Florida Statutes; (iii) payment by the Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum referred to in this Section 10), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vi) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured; (vii) the County shall be named as a third party beneficiary in the Contract; and (viii) Contractor must agree that it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(c) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS. The County shall, upon request, enter into a joinder to the Contract between the Contractor and SFS substantially similar to the joinder

entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc.

8. As required by Section 119.0701, Florida Statutes, in all contracts competitively procured for services related to the New Improvements, including the Architect as set forth in Section 10(B)(1) and Contractor as set forth in Section 10(B)(4), SFS shall include in each such Contract, the following Notice in capital letters, 14-point boldfaced type:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.**

SFS shall also include in each such Contract, a requirement that the contracting party comply with the following requirement of Florida's Public Records Law:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. SFS agrees to include the following provisions (or substantively equivalent provisions) in the Construction Contract:

(a) Punchlist Procedures. Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the Work. No more than ten (10) days prior to Contractor's expected Substantial Completion of the Work as defined in the Construction Contract, Contractor shall schedule a walkthrough with SFS and the County ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a checklist ("Checklist") of items to be performed by the Contractor, based upon observations made between the Contractor, SFS and the County during the IW.

No later than forty (40) calendar days after reaching Substantial Completion, Contractor shall again initiate and request a second walkthrough of the Project with SFS and the County. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and for the purpose of developing a single and Final Punchlist.

The intent of this section is for SFS, County and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than sixty (60) calendar days from the date of reaching Substantial Completion of the Work as defined in the Construction Contract. The single Final Punchlist shall be delivered no later than five (5) calendar days after the Punchlist has been developed and reviewed in accordance with this section. If the Work provided in this Construction Contract relate to more than one building or structure, or involves a multi-phased project, the single Final Punchlist is required to render complete, satisfactory, and acceptable all the Work for each building, structure, or phase of the Project and is due within the time periods set forth in this section.

In no event may the Contractor request payment of final retainage until the Final Punchlist is 100% complete.

Contractor agrees to complete the Final Punchlist items and the Final Contract Completion Date must be thirty (30) calendar days after the delivery date of the Final Punchlist. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Construction Contract.

Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) SFS has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.

Contractor acknowledges and agrees that SFS may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such generated list prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by SFS during performance of the Work.

Contractor acknowledges and agrees that SFS shall determine whether an item on the Final Punchlist is completed and shall calculate the amount of payment to withhold if an item is incomplete, with SFS having the right to withhold the greater of 150% of the value of the item on the Final Punchlist that is incomplete or the amount of the retainage under this Construction Contract. Contractor acknowledges and agrees that in calculating the amount of payment that may be withheld by SFS as to any Final Punchlist item for which a good faith basis exists to determine that it is incomplete, SFS may, in calculating the amount equal to 150% of the value of the item (if SFS decides to withhold such amount rather than the amount of the retainage under this Construction Contract), include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

(b) **Reduction of Retainage Procedures.** After the Contractor has achieved fifty percent (50%) completion of the Work, retainage from subsequent Pay Applications shall be reduced to five percent (5%). Contractor may request a reduction of retainage previously withheld from ten (10%) percent of the total value of the Construction Contract to five (5%) percent after fifty (50%) percent completion of the Work which SFS shall authorize for payment unless justification for withholding exists, as permitted by Section 255.078, Florida Statutes. The term "Fifty Percent Completion" shall be defined as follows, in lieu of any other definition:

"Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

(c) **Definition of Substantial Completion.** For purposes of this Construction Contract, and for compliance of those procedures, duties and obligations, the term Substantial Completion shall be as follows, in lieu of any other definition:

"Substantial Completion" is defined as that point where SFS and the County are able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that SFS and the County are able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the

exception of incidental and incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work, to the satisfaction and approval of all authorities having jurisdiction.

(d) **Procurement of Subcontracts.** All subcontracts exceeding \$500,000 shall be and competitively awarded in accordance with the process set forth in Exhibit "O".

(e) **Contractor Self-Perform Work.** Upon approval by SFS, Contractor and any Related Entities as defined below, may use its own forces to perform a portion of the Work, as long as the cumulative percentage of the total self-performed construction work does not exceed 25% of the Direct Cost of the Work for the Project, as reflected in the approved GMP or latest approved estimates. SFS reserves the right to limit instances of self-performance to certain Work. There is no guarantee that any self-performed work will be allowed. Related Entities are prohibited from submitting competing bids or proposals and shall be disqualified for doing so, unless authorized hereunder. When authorized in advance to submit a competitive bid, the Contractor or Related Entity must submit its bid to SFS, at least forty-eight hours prior to the bid opening date and time. "Related entities" means any parent company, affiliates, subsidiaries, or other entities having common ownership or management with that of the Contractor or a subcontractor.

10. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will look solely to the Contractor and its carrier(s) and surety bond(s), and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor except to the extent caused by the negligent acts or omissions of SFS or its agents or representatives.

11. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion. The cost of such insurance shall be included in the Total Cost of the Work (as defined in this Section 10(B)(10)). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

12. The Total Cost of the Work defined herein shall be paid by the County in accordance with the procedures set forth in Section 10(C)(9), below, out of the New Improvements Budget. The term "Total Cost of the Work" referred to in this Section 10 shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses, and all fees and expenses related to the obtaining of permits needed to construct the New Improvements, plus (ii) the Construction Contract Price, plus (iii) the fees and expenses of any consultants engaged directly for the design and construction of the New Improvements which are approved in advance by the County and competitively procured in accordance with Florida law (including the Program Manager under RFQ No. 16-049), plus (iv) any other approved costs, expenses or liabilities



incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain with County's advance approval, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (referred to in this Section 10 as the "Additional Exposure Liability Insurance Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined in this Section 10), to the extent such Authorized Change Orders actually increase the Total Cost of the Work; provided, however, that the County's obligations shall be limited to the New Improvements Budget. As between SFS and the County, SFS shall be solely responsible for any and all cost of the Work exceeding the New Improvements Budget. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

**C. NEW IMPROVEMENTS – CONSTRUCTION.**

1. Promptly following the execution of the Construction Contract and the issuance of all required approvals and permits, SFS shall cause the Contractor to commence the Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section 10 shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

2. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

3. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Section 10, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County if required herein (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request to approve a Change Order within which to review and approve same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved provided, however, that in no event shall the County be obligated to pay any costs associated with Change Orders in the event such costs cause the Total Cost of the Work to exceed the New Improvements Budget without a separate

written consent from the County identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by the County's failure to object to a Change Order. County shall not unreasonably withhold its consent to any proposed Change Order except the County shall have the absolute right to deny any Change Order request that would cause the New Improvement Budget to be exceeded unless SFS agrees to be solely responsible for the overage. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

4. SFS and the County shall have the right to monitor the construction progress of the New Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. SFS understands that County shall procure a Program Manager to serve as its representative during the design and construction of the Project, as part of the New Improvements Budget cost (provided that the cost therefor shall be reasonable therefor in light of the services provided by the Program Manager). SFS agrees to cooperate with the County and its Program Manager, and use best efforts to create a spirit of harmony involving all companies providing services for the Project. The Program Manager shall have the opportunity to be included as a participant at all Project meetings, jobsite meetings and inspections, and shall have the opportunity to be included on all Project communications involving the Architect, Contractor and any authority having jurisdiction. All Project administration communications, necessary with the County, including disbursement requests and Change Order requests, shall be conducted through the Program Manager. Should Program Manager identify any work being performed in material deviation from the approved Final Plans, it shall immediately provide written notice to SFS and the County, with recommendations on remedying the non-compliance. If the non-compliance is not remedied within seven (7) days, County and SFS, through representatives possessing decision-making authority, shall meet promptly to discuss the issues and means of resolution.

5. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined in this Section 10) of the New Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans, the Construction Work per the Final Plans, or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and if necessary will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation within 30 days of such dispute arising, then the dispute shall promptly be resolved by litigation pursuant to Section 39 of this Agreement.

6. The New Improvement Schedule, which shall be Exhibit "H" hereto, shall show:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(b) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(c) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

7. The New Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision as to the New Improvement Schedule changes the Required Completion Date (if and as that term or its equivalent is defined in the Contract).

8. Promptly after execution of this Agreement, the County shall deposit the entire amount of the funds that comprise the New Improvements Budget in an interest bearing account, in the name of the County, designated (and referred to in this Section 11) as the "New Improvement Account," and all interest thereon shall be added to the New Improvements Budget. The County will issue bonds in an amount sufficient to generate \$55,000,000 of funding for the New Improvements Budget, as provided for in this Section 10. Notwithstanding any provision herein to the contrary, the County shall have no obligation to provide funds for the New Improvements Budget in excess of the \$55,000,000 provided with the proceeds of the County's New Improvement Bonds without the express written consent of the County identifying the additional funds provided.

9. County shall disburse funds from the New Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the New Improvements Budget for the Total Cost of the Work:

(a) Within twenty (20) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums with certification that payment is due in the requested amount, County shall pay to SFS the entire amount of such invoice;

(b) Within twenty (20) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of the Architect, the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(c) Within twenty (20) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below) with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of Contractor, the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" referred to in this Section 11 means: (i) an affidavit from the Contractor certifying that the invoice is true and correct; (ii) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (iii) a certificate from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (iv) in connection with the final disbursement to the Contractor (A) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (B) a final certificate of occupancy or a certificate of completion, as may be applicable;

(d) Within twenty (20) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 11(B)(9) of this Agreement previously approved and authorized by the County, County shall, following verification of entitlement and quantum due, pay to SFS the full amount of such invoices; and

(e) Upon Completion, to the extent that \$55,000,000.00 exceeds the Total Cost of the Work in connection with the New Improvements (with the amount of such excess hereafter referred to as the "Excess New Improvement Budget Funds"), the Excess New Improvement Budget Funds shall be added or devoted to the Additional Improvement Fund (as such term is defined in Section 5(A)).

(f) County shall have the right to review, verify, and audit if necessary, all requests for disbursements of any New Improvements Budget Funds, including invoices from the Architect and Contractor. SFS shall reasonably ensure that all requests for disbursements are sufficiently documented and accompanied by supporting invoices and time records, and in the case of Architect and Contractor, that they (i) maintain an "open book" project accounting practice, (ii) make all files and accounting records available for review and auditing upon reasonable request, and (iii) allow for backcharging for any erroneous billing, as these requirements relate to the New Improvements Budget.

#### 11. DIGNITARY SEATING.

Prior to December 1 of each year, the County and SFS will cooperate and develop a dignitary seating arrangement that is reasonably acceptable to all the parties.

12. **FLORIDA STATE LEAGUE TEAM; GULF COAST LEAGUE TEAM.**

The parties acknowledge that the Club currently owns the St. Lucie Mets Florida State League team. This Agreement shall apply to the use of the facilities by the St. Lucie Mets and related operations during the Florida State League regular season and any post-season playoffs. In the event the Club terminates its ownership of a Florida State League team during the term of this Agreement, and does not either transfer ownership thereof to SFS or acquire ownership of or enter into a player development contract with another minor league team that will be scheduled to play its home games in the Stadium during the following Florida State League season, SFS shall notify the County as soon as practicable in advance of the beginning of the following Florida State League team season. In that event, the County may permit another Florida State League team to play its home games at the Stadium without the consent of SFS, provided that such minor league team's operations do not conflict with SFS's exclusive use of the Sports Complex from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement or with SFS's use of the Sports Complex for GCL Mets operations (if any), as set forth in Section 15(A) below. The term "St. Lucie Mets" as used herein refers to the current or any future minor league baseball team owned or operated by or affiliated with SFS or the Club that plays its home games at the Sports Complex (excluding the GCL Mets, as defined below). The term "Florida State League" as used herein refers to the Florida State League, any successor league thereto, or any other minor league to which the St. Lucie Mets belongs.

The parties acknowledge that Club currently owns a Gulf Coast League team. All of the terms and conditions of this Agreement shall apply to the use of the facilities by that team during the Term, including without limitation for the Gulf Coast League regular season and any post-season playoffs. The term "GCL Mets" as used herein refers to any future minor league baseball team owned or operated by or affiliated with SFS or the Club that is a member of the Gulf Coast League and will play its home games at the Sports Complex, if SFS or the Club, as may be applicable, so decides in its sole discretion. The term "Gulf Coast League" as used herein refers to the Gulf Coast League or to any successor league thereto.

Other than as provided in the first paragraph of this Section 12 (and subject to SFS's right to assign this Agreement as set forth in Section 24), the County agrees that it will not permit any Florida State League baseball club other than the St. Lucie Mets, or any Gulf Coast League baseball club other than the GCL Mets, to use the Sports Complex during the Term of this Agreement.

13. **INDEMNITY AND INSURANCE.**

A. **SFS.**

To the extent allowed by law, SFS agrees to indemnify and hold County harmless from and all claims for personal injury, death, or property damage and any other losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of

the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except to the extent such losses may be caused by the negligence or willful misconduct of the County, its agents or employees or by any acts or omissions of the Program Manager, Architect, Contractor or any of their respective employees, agents or subcontractors. SFS further agrees to undertake at its own expense the defense of any action brought against the County (with counsel subject to County's approval in its reasonable discretion), claiming damages arising out of, in connection with, or by reason of SFS's use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of the County, its agents or employees, the County agrees to reimburse SFS for the actual expenses, including attorneys' fees, incurred by SFS in defending the County. County agrees to cooperate in any defense by the SFS. The provisions of this paragraph shall survive the termination of this Agreement.

SFS shall maintain or cause to be maintained Comprehensive General Liability Insurance, including Property Damage and Personal Injury coverages, insuring against liability for damages or losses arising solely from the acts or omissions of SFS under this Agreement. Such policy shall name St. Lucie County as an additional insured. Limits of liability coverage to be not less than:

Bodily Injury Liability	\$5,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

or

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence, combined single limit
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SFS shall maintain or cause to be maintained in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of SFS, including employer's liability insurance, with limits of not less than \$100,000 per accident.

SFS shall furnish County, not later than ten (10) business days after SFS's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above with an insurer reasonably acceptable to the County.

**B. County.**

To the extent allowed by law, the County agrees to indemnify and hold SFS and its members and affiliates harmless from any and all claims for personal injury, death, or property damage and any other losses, damages, charges, or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, including, without limitation, in connection with or related to

the New Improvements, the Additional Improvements, and any other construction conducted by the County (itself or through contractors), except to the extent such losses may be caused by the negligence or willful misconduct of SFS, its agents or employees or by any acts or omissions of the Architect, Contractor or any of their respective employees, agents or subcontractors. County further agrees to undertake at its own expense the defense of any action brought against SFS (with counsel subject to SFS's approval in its reasonable discretion) claiming damages arising out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of SFS, its agents or employees, SFS agrees to reimburse the County for the actual expenses, including reasonable attorneys' fees, incurred by the County in defending SFS. SFS agrees to cooperate in any defense by the County. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, the County agrees to procure and pay for and at all times during the term of this Agreement maintain fire and extended and "special form" coverage (including without limitation insurance from and against all losses, damages, claims and liabilities related to or arising from acts of terrorism) on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Sports Complex (including, without limitation, all New Improvements and Additional Improvements while being constructed and when completed) and also covering loss of income. The County is self-insured for general liability with statutory limits of \$200,000 per person/\$300,000 per incident pursuant to Section 768.28, Florida Statutes, and waives and has waived sovereign immunity to that extent. The insurance policies referenced above in this paragraph shall further name SFS and the Club as named insureds and shall provide a thirty (30) day notice of cancellation or non-renewal and a severability of interest endorsement.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

C. County warrants and represents that it is, and throughout the Term will remain, a member of and party to the Treasure Coast Risk Management Program ("TRICO," as set forth in the Revised TRICO Interlocal Agreement dated May 1, 1996) or such other pooled risk or self-insurance program acceptable to SFS in its reasonable discretion, and that SFS will be a beneficiary of all insurance and other protections available through the TRICO Risk Management Program (or such other accepted pooled risk or self-insurance program) including, without limitation, with respect to general liability, tort liability, loss or damage to property (e.g., the Sports Complex), and personal injury or death.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

D. County and SFS each do hereby and shall mutually release each other from liability and waive all rights of recovery against each other, for any loss or damage occasioned to County or SFS, as the case may be, from perils insured against, or required hereunder to be insured against, under their respective property insurance policies, whether due to negligence or any other cause. Any property insurance policy required herein covering loss, damage, or destruction by fire or other insured casualty, shall include a waiver of the insurer's rights of subrogation against the other party.

In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other party of the claim within ten (10) days after the party receives the claim.

14. **RESPONSIBILITIES OF PARTIES.**

The responsibilities of the parties shall be as follows:

A. **County.**

(1) County shall maintain proper HVAC systems and equipment in throughout the Sports Complex, and shall perform all maintenance thereof at County's sole cost and expense.

(2) County shall be responsible for providing and bearing the cost of an adequate number of qualified security personnel at the Sports Complex for Club major league spring training games and Florida State League games. The County shall be responsible for public order and safety in manner consistent with the County's practices under the Prior FUA, including the creation, establishment and implementation of security, safety and emergency plans and procedures and related contingency plans, all of which shall be in consultation with SFS and the Club. County shall be responsible for coordinating with all local, state and federal agencies to the extent appropriate, and for providing, at its expense, comprehensive training for all security personnel who work at the Sports Complex with respect to County's security, safety and emergency plans and procedures (which training shall occur at least once per year during the Term prior to the commencement of major league spring training, in consultation with SFS and the Club). County shall keep SFS and the Club fully informed with respect to its security, safety and emergency plans and procedures, and with respect to all training and coordination with local, state and federal agencies. County shall have the responsibility to eject persons from the Stadium or from the Sports Complex as necessary, including at the request of SFS; County shall consult with SFS before ejecting any persons from the Stadium during SFS Events except to the extent such consultation is impracticable in the event of an emergency.

(3) County shall be responsible for all utilities (excluding the Barwis facility and the Player Academy Spaces), including telephone (excluding long distance toll charges), heat, water and sewer, electricity, air conditioning, and appropriate night lighting.



(4) SFS and the County agree that the New Improvements shall, to the extent agreed upon by SFS and the County, maximize energy savings using “green” technology and equipment.

(5) In addition to the right to occupy the Sports Complex, SFS and its agents, employees, suppliers and other persons appropriate for SFS to enjoy the use of the Sports Complex premises as contemplated herein, shall have access, in common with others designated by the County, to such areas of the Sports Complex as necessary or appropriate to provide services or otherwise enjoy the use of the Sports Complex as contemplated herein, subject to customary and reasonable security precautions.

(6) If SFS contends that the County has failed to comply with a material obligation of the County pursuant to this Agreement with respect to the maintenance of the Sports Complex, and if as a result SFS contends that an Exigent Condition (as defined below) exists at the Sports Complex, then, in addition to any and all other remedies available to SFS, SFS shall be entitled to (a) take such measures as are strictly necessary to address the Exigent Condition, and (b) deduct the cost of such measures from the payments to be paid by SFS to the County pursuant to Section 6(A) of this Agreement, subject to the County’s right to object to and contest such deduction by seeking judicial intervention, which right is expressly reserved. SFS shall not be entitled to deduct such cost unless, prior to addressing the Exigent Condition, (i) SFS provides written notice to the County identifying the Exigent Condition, the measures which SFS intends to take to address it, and the cost thereof, and (ii) the County fails to remedy the Exigent Condition within a reasonable period of time following the delivery of such notice. “Exigent Condition” shall mean (x) any condition of any playing field that creates a potential substantial risk to participants in games and/or practices on the field, (y) any condition elsewhere within the Complex that creates a potential substantial health or safety risk to SFS’s invitees at the Sports Complex, or (z) any condition that, if not promptly remedied, would result in the loss of substantial revenues generated at the Sports Complex.

B. SFS.

(1) SFS shall not in any manner, directly or indirectly, violate any laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Sports Complex under the terms of this Agreement.

(2) SFS shall use and occupy the Sports Complex in a reasonably safe and careful manner and exercise reasonable care not to in any way mar, deface, or injure any part of the premises, ordinary wear and tear excepted. At the conclusion of this Agreement, SFS shall surrender the premises to the County in as good condition and repair as at the beginning of SFS’s occupancy, except as to ordinary wear and tear and except as to damage by fire, other casualty, or the elements.

(3) Except with respect to the Telecommunication Equipment described below in Section 14(B)(5) and any property of SFS and as otherwise contemplated by this Agreement, SFS shall not make any material permanent or structural changes, improvements or alterations to the Sports Complex except as provided for in this Agreement without the written consent of County which shall not be unreasonably withheld, conditioned or delayed.

(4) At its expense, SFS is responsible for providing a sufficient number of ticket sellers and ushers during SFS Events.

(5) SFS shall be responsible for the installation and maintenance of any radio and television facilities and telephone systems that it deems necessary for its operations ("Telecommunication Equipment"). Prior to the installation of any such equipment, SFS shall submit plans for such installation to the County for approval, which approval may not be unreasonably withheld. Upon termination of this Agreement, SFS agrees to remove the Telecommunication Equipment and restore the premises to their prior condition. SFS may pass these costs on to parties other than County. The County has paid for the necessary utility lines to the areas designated for radio and TV facilities in the site plan and has had the lines stubbed at the required points. If further improvements are needed, those improvements shall be included in the New Improvements.

15. **OTHER USE OF PREMISES.**

A. SFS shall have sole and exclusive use of the Sports Complex, including the Stadium, from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement (including any options). As long as SFS or its affiliates (including specifically the Club) own or operate or have a player development contract with a Florida State League team or other St. Lucie-based minor league team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Florida State League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. If SFS or its affiliates (including specifically the Club) continue to have or acquire ownership of or the right to operate or have a player development contract with a Gulf Coast League team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Gulf Coast League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. SFS shall have the exclusive use and control of those portions of the Sports Complex used for SFS Events, including without limitation the exclusive right to determine and implement the rules and policies that relate to the admission of patrons to those portions of the Sports Complex used for SFS Events.

B. Subject to the SFS's uses of the Sports Complex as set forth in Section 15(A) above, each year during the Term SFS shall provide the County with a preliminary schedule of its events on or about December 1, and thereafter a definitive schedule of SFS Events and County Events to be held at the Sports Complex (hereinafter, the "Event Schedule") shall be prepared as follows:

(i) First, all dates in the months of February through the beginning of the Florida State League (or other minor league to which a St. Lucie-based baseball team owned by or affiliated with Club belongs) season in April shall be reserved on the Event Schedule exclusively for New York Mets spring training and exhibition season activities;

(ii) Second, all dates for Florida State League home games, workouts and practices, all possible dates for Florida State League post-season or playoff games or other Florida State League events (including without limitation All-Star games and pre-season games), and all dates for New York Mets minor league spring training activities and instructional league play shall be added to the Event Schedule;

(iii) Third, all dates for GCL Mets home games, workouts and practices, and all possible dates for GCL post-season or playoff games or other Gulf Coast League events (including without limitation All-Star games and pre-season games);

(iv) Fourth, all dates for Mets Fantasy Camp games, workouts and practices;

(v) Fifth, after SFS informs County of the dates contemplated in subparagraphs (i), (ii), (iii) and (iv) above, SFS and County shall each be entitled to reserve the use of the Sports Complex on other dates during the year for other SFS Events and County Events, respectively, by providing a "New Event Notice" as described below, with the first to obtain approval of a New Event Notice according to the procedures set forth below in this Section 15 for each such other proposed Event obtaining the right to use the Sports Complex for such Event.

C. Whenever a party desires to add an Event to the Event Schedule pursuant to Section 15(B)(iii), it shall give written notice ("New Event Notice") to the other party of its request to do so as soon as reasonably possible, but in no event later than ten (10) days prior to the date of the proposed Event. Each New Event Notice shall include a description of the proposed Event, including the nature, starting time and estimated duration thereof; the expected attendance thereat; the identity and experience of the promoters and organizers of the proposed Event, and their principals; a description of the financial assurances (e.g., bonds, security deposit) to be provided by the Event promoters or organizers; a description of any special safety, security, cleaning, maintenance, restoration or other services that will be obtained in connection with the proposed Event; and the approximate preparation and clean-up periods for the proposed Event.

The party receiving a New Event Notice shall notify the other party as soon as reasonably possible but in no event more than five days after its receipt of such New Event Notice, whether the receiving party objects to the proposed Event. If no written notice of objection is given within such five-day period, the Event shall be deemed approved. If notice of objection is given within such five-day period, the parties shall cooperate to determine what, if any, modifications to the proposed Event, or further assurances or services in connection therewith or therefore, would cause the objecting party to consent to the proposed Event. When any proposed new Event is approved by the other party (including by a failure to object), the Event shall be added to the Event Schedule.

In the event of any unresolved dispute regarding whether an Event that is the subject of a New Event Notice and an objection should be put on the Event Schedule, SFS and County will submit the dispute to non-binding mediation, and if the parties are unable to resolve the dispute through non-binding mediation, then the dispute shall promptly be resolved pursuant to Section 39 of this Agreement on an expedited basis at the request of either party.

A proposed Event may not be added to the Event Schedule unless the scheduling thereof would be in compliance with each of the following criteria: (i) No more than one Event may be held at the Sports Complex per day without each party's consent, which either party may withhold in its sole and absolute discretion; (ii) Events shall be scheduled so as to allow reasonably sufficient preparation, clean-up and restoration periods between each Event, which shall be subject to the Maintenance Standard; (iii) No County Event may be scheduled to take place between January 16 and January 31 of each year during the term without SFS's consent, which consent may be withheld in its sole and absolute discretion; and (iv) the Event must be a specific planned Event (i.e., neither party may reserve a date on the Event Schedule on the basis that it intends to hold on such date a certain type of Event, as opposed to a specific Event).

In determining whether a party's objection to an Event proposed by the other party is reasonable, consideration shall be given to, among other things, whether the promoted or organizer of the Event: (i) is reasonably capable of producing the Event; (ii) will be providing reasonably adequate financial assurances (e.g., bonds, security deposit) to protect SFS's and County's respective rights hereunder; and (iii) will be providing reasonably adequate safety, security, cleaning, maintenance and restoration services for the Event.

D. Nothing in this Agreement shall prevent the County from using the portions of the property described in Exhibit "B" that are not used for baseball facilities or in connection with SFS's use of such facilities, provided that such uses do not interfere with SFS's use of the Sports Complex or otherwise conflict with SFS's rights under this Agreement (including, without limitation, SFS's exclusive right to operate concessions at the Sports Complex during the Term). The County agrees that during the term of this Agreement, the County shall use or authorize others to use the remaining property described above only for community events, sports and recreational purposes. The County shall be responsible to repair or replace any portion of the facilities which are altered, damaged or otherwise affected by any non-SFS use.

E. Notwithstanding any other provision of this Agreement (except Section 12, solely with respect to Florida State League play) the County agrees that it will not permit any other Major or Minor League baseball club to use the Sports Complex during the term of this Agreement or any extension thereof without SFS's approval in advance in writing in its absolute discretion.

F. Any of the property described in Exhibit "B" that is not being used by the County or SFS may be used by the parties as additional unpaved parking provided that such use does not interfere with SFS's permitted use of the Sports Complex.

G. In the event of a declared federal, state or local emergency, the County may use the Sports Complex as a staging area for disaster preparations, response or other related uses ("Staging Uses"), provided that (i) the County will reimburse SFS for all costs incurred and revenue lost by SFS as a result of the Staging Uses and (ii) the County will use best efforts to minimize interference with SFS's operations at the Sports Complex and will immediately restore any resulting damage to the Stadium caused as a result of the Staging Uses. The parties further agree to cooperate in obtaining any federal or state funds that may be available for this purpose.

**16. PUBLICITY AND PROMOTION.**

A. The County will promote the New York Mets and the Club's St. Lucie-based minor league team(s), as well as the sale of home game tickets for such teams. County shall submit all promotional material to SFS for approval, which approval shall not be unreasonably withheld.

**B. SFS Obligations.**

As additional consideration for the use of the Sports Complex SFS shall provide, or shall cause the Club to provide the County with the advertising services set forth in Exhibit "M" attached hereto during each year of the Term.

**17. ADDITIONAL COVENANTS OF SFS AND COUNTY.**

A. SFS shall use and occupy the premises solely for the purposes specified in this Agreement.

B. SFS shall pay all taxes or assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Sports Complex. SFS shall have no obligation to pay any real estate or property taxes under any circumstance.

C. To the extent that SFS desires to acquire and construct facilities at the Sports Complex which are eligible under applicable state and federal laws to be financed through the issuance by the County, solely as a conduit issuer, of either taxable or tax-exempt revenue bonds, which bonds shall not be or constitute a debt or obligation of the County, the County will cooperate with SFS to the end that the County may be a conduit issuer of such bonds and, to the extent applicable, will give SFS priority for private activity volume cap; provided, that all reasonable costs and expenses incurred by the County in connection with the consideration and consummation of such financing, which shall be disclosed in advance and in writing by the County and subject to the approval of SFS, will be borne solely by SFS.

**18. DEFAULT; TERMINATION.**

A. If the property covered herein shall be deserted or vacated for an entire spring training season, unless such absence is due to a labor dispute or other causes beyond SFS's control,

or proceedings are commenced against SFS in any Court under a bankruptcy act or for the appointment of a trustee or receiver of SFS's property either before or after the commencement of the Term, or if there shall be a default in the payment of any monies due hereunder for more than twenty (20) days after written notice of such default to SFS, or if there shall be default in the performance of any other material covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of SFS for more than twenty (20) days after written notice of such default by the County (or if such default is incapable of being cured within twenty (20) days, within such longer period of time as shall be reasonably required for such cure, unless SFS has taken no substantial steps to effect such cure within such period), then at the sole option of the County, this Agreement may be terminated by the County. In addition, the County may terminate this Agreement if (i) the New York Mets shall cease to be a franchise in a major league baseball league, (ii) during any spring training during the Term, Club schedules a majority of New York Mets spring training home games at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder, or (iii) during any Florida State League season, Club schedules a majority of the home games of the Club's Florida State League team at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder. In the event the County terminates this Agreement for the reasons set forth above in this paragraph, the County shall have the right to re-enter or repossess the property during the period of SFS's right to use thereof, either by summary proceedings, surrender or otherwise other than force, and dispossess and remove therefrom SFS, or other occupants thereof, without being liable for any prosecution therefore. Should the County reasonably incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court costs (at the lower court and appellate levels), and County prevails in such legal action, said expenses shall be reimbursed to the County by SFS.

B. SFS shall have the right, at any time and at its sole option, to terminate this Agreement and all of its obligations hereunder upon written notice to County (the "Termination Notice") provided by SFS on or before March 31 of any year during the Term, which notice shall terminate the Agreement effective as of December 31 of that calendar year. In the event of termination pursuant to this provision, as the County's sole remedy against any person relating to such termination of this Agreement County will accept (i) a series of payments for outstanding amounts remaining on Refunding Bonds as set forth in Section 37, and (ii) a series of semi-annual payments tied to the County's schedule of debt service payments in connection with the New Improvement Bonds, which New Debt Service Schedule shall be incorporated into this Agreement as Exhibit "I" hereto upon issuance of the New Improvement Bonds (which includes State Development Funds (as defined below) that will be used by the County to pay the debt service on the New Improvement Bonds). Such payments in connection with the New Improvement Bonds, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "I" hereto that follows the effective date of the termination of this Agreement. The amount of the Debt Service Payment due on each such post-termination "Period Ending" date shall be an amount equal to the "Total Debt Service Payment" in the last column of Exhibit "I" hereto corresponding to the "Period Ending" date in question, provided, that in the event it is determined by the County's bond counsel that the

acceptance of such payments by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds that are issued on a tax-exempt basis, SFS shall either (i) pay to the County the amount necessary to offset the change in tax status to the holders of the tax-exempt New Improvement Bonds, which may be retroactive to the date of issuance of the New Improvement Bonds, or (ii) provide funding to the County sufficient to prepay in full said tax-exempt New Improvement Bonds at the earliest permitted call date, plus all interest and principal due and owing through that date of redemption. Upon request, the County will inform SFS whether its bond counsel believes that acceptance of the payments set forth in this section by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds.

The parties agree that these respective amounts constitute reasonable and just compensation for such termination by SFS, and SFS hereby promises to pay to County, and the County hereby agrees to accept, the appropriate payment amount described above as liquidated damages, and not as a penalty, and as its sole and exclusive remedy related to the termination of this Agreement by SFS, and County waives all other rights and remedies in connection therewith.

If the property covered herein shall be deserted or vacated by the County either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of any monies due hereunder by the County for more than twenty (20) days after written notice of such default to the County, or if there shall be a material default in the performance of any other covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of the County for more than twenty (20) days after written notice of such default by SFS, then at the sole option of SFS, this Agreement may be terminated by SFS. Should SFS incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court cost (at the lower and appellate levels), and SFS prevails in such legal action said expenses shall be borne by the County.

In the event SFS terminates this Agreement, SFS shall immediately vacate the Sports Complex, but reserves the right to seek damages and any or all other remedies caused by any default or breach of this Agreement by County.

19. **DAMAGE OR DESTRUCTION.**

In the event of the damage or destruction of the property described in Exhibit "B" or any of the structures (including the Stadium) or improvements located thereon by fire or other casualty, there shall be an obligation on the part of the County to use the insurance proceeds for the purpose of rebuilding such facilities. The County shall be responsible for providing the funds necessary to rebuild the facilities in the event the proceeds from the insurance referenced in Section 13(B) above are not sufficient to cover the cost of such rebuilding.

County shall complete the reconstruction and repair of the Sports Complex following any such damage or destruction, as soon as reasonably possible, and in any event within two hundred seventy (270) days following the occasion of such damage or destruction. Within thirty (30) days following the occasion of such damage or destruction, County shall provide SFS with County's

architect's and/or engineer's reasonable estimate of the time required for the reconstruction and/or repair of same. In the event that the estimate shall reflect that more than two hundred seventy days shall be required for the repair and/or reconstruction, SFS shall have the right to terminate this Agreement by written notice to County, within thirty (30) days thereafter. Further, if in fact the reconstruction and repair shall not be completed within two hundred seventy (270) days (or such longer time to which SFS may agree), SFS shall have the right to terminate this Agreement by written notice to County within thirty (30) days following the end of such two hundred seventy day (or longer, as the case may be) period.

During the repair and/or reconstruction of the damage or destruction to the Sports Complex, until same shall be completed, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such damage or destruction shall interfere with the use by SFS of the Sports Complex as contemplated hereunder.

20. **EMINENT DOMAIN.**

In the event that any portion of the premises should be taken by the exercise of the right of eminent domain so as to materially affect SFS's operations, SFS may terminate this Agreement as of the date of taking. In the event that SFS does not terminate this Agreement as a result of any taking, following any such taking SFS's obligations and liabilities hereunder shall be proportionately adjusted, on an equitable basis, to the extent that such taking shall damage or otherwise materially adversely affect the use by SFS of the Sports Complex as contemplated herein. All proceeds for such taking shall be paid to the County or SFS as their interests may appear, provided that the foregoing shall not preclude SFS from pursuing a separate award for damages to SFS's furnishings, fixtures and equipment, moving expenses and any other losses relating to SFS's business permitted by law to be recovered, including, without limitation, the loss of SFS's leasehold.

21. **FAMILIARITY WITH BONDS.**

Anything else in this Agreement to the contrary notwithstanding, SFS acknowledges that County is or will be bound to the holders of certain [Bonds] which relate to the Sports Complex. SFS agrees to cooperate reasonably with the County to maintain the tax-exempt status of the bonds, provided, however, that such cooperation shall not entail material modification of the terms and conditions of this Agreement nor cause SFS or any affiliate to incur any cost or expense in connection therewith.

22. **NON-DISCRIMINATION.**

SFS, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in the use of the facilities excluding uniformed baseball personnel. The terms of this Section shall be binding upon SFS's successors in interest and assigns.



23. **CONFLICT OF INTEREST.**

The County hereby represents and warrants that neither it nor any of its directors, officers, members, partners, officials, representatives, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of rendering of the services herein provided. The County further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County of St. Lucie nor any person whose salary is payable, in whole or part, from the County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

24. **ASSIGNMENT; SUBLEASES AND LICENSES.**

SFS may assign any or all of its rights and obligations pursuant to this Agreement to any entity that owns and operates the New York Mets franchise, and may assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate (or, if applicable, the Gulf Coast League affiliate) of the New York Mets. Should Club sell its major league baseball franchise during the term of this Agreement, SFS shall make a good faith effort to assign its rights and delegate its duties under this Agreement to the entity that acquires such franchise. Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club. Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter. Except as expressly set forth above in this Section, no party may assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, SFS shall have the right to enter into subleases and/or licenses with third parties with respect to any of its rights and obligations hereunder with the consent of the County, which consent shall not be unreasonably withheld, except SFS may not, without County's prior consent, sublease or license the use of any portion of the Sports Complex to any Major League Baseball team other than the Club or to any other entity if such sublease or license would cause cost or expense to the County beyond those that County would otherwise incur from SFS's Permitted Uses under this Agreement, provided that the County shall not withhold such consent if SFS and/or the proposed sublessee agrees to pay any such additional costs and expenses.

25. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other written or oral negotiations, understandings and representations (if any) made by and between such parties.

26. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in a writing signed by the parties hereto and making specific reference to this Agreement. In addition, this Agreement may not be amended without MLB Approval (as that term is defined in Section 40 of this Agreement).

27. **FURTHER ASSURANCES.**

The parties hereby agree from time to time to reasonably execute and deliver such further and other transfers, assignment and documents and reasonably do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

28. **BINDING EFFECT.**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

29. **NOTICES.**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication but excluding e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (with acknowledgment of receipt), telecommunicated (including by fax), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

**AS TO COUNTY:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-2130  
Facsimile: (772) 462-1648

**With a copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-1420  
Facsimile: (772) 462-1440

**AS TO SFS:**

Sterling Facility Services, L.L.C.  
Attn: Paul Taglieri, Vice President  
527 NW Peacock Boulevard  
Port St. Lucie, FL 34986  
Telephone: (772) 871-2121  
Facsimile: (772) 878-9802

**With a copy to:**

Sterling Facility Services, L.L.C.  
Attn: David Cohen, Vice President  
Citi Field, 120-01 Roosevelt Avenue  
Flushing, New York 11368  
Telephone: (718) 565-4397  
Facsimile: (718) 335-8066

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by facsimile device, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **HEADINGS.**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

31. **PRONOUNS.**

In this Agreement, the use of any gender shall be deemed to include both genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

32. **SURVIVAL.**

No covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the termination of this Agreement except as expressly stated herein. In addition to the survival of specific Sections of this Agreement as expressly stated in such Sections, the terms of Sections 9(C), 13, 29 and 36 of this Agreement shall survive the termination of this Agreement.

33. **WAIVERS.**

The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any known right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **FORCE MAJEURE.**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control ("Force Majeure Events") including, without limitation, strikes, lockouts, or other industrial disturbances (but excluding Major League Baseball strikes and lockouts); fires; unusual climatic conditions such as hurricanes, floods, tornados and the like; acts of God; or acts of a public enemy, war, police action, terrorism and the like. The party unable to perform as a result of a Force Majeure Event shall promptly notify the other of the beginning and ending of each such period. During the period of any Force Majeure Event, until same shall be concluded, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such Force Majeure Event shall interfere with the use by SFS of the Sports Complex as contemplated hereunder. If any period of a Force Majeure Event prevents SFS from using the Sports Complex in the manner contemplated herein for all or a substantial part of any Major League Baseball Spring Training season or Florida State League season (or, if applicable, a Gulf Coast League season) and SFS does not receive satisfactory assurances from the County that a Force Majeure Event will not prevent SFS's use of the Sports Complex as contemplated in this Agreement for a substantial part of the following Major League Baseball Spring Training season, SFS shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

35. **GOVERNING LAW.**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, applicable to agreements wholly negotiated, executed and to be performed in that state, without regard to principles of conflicts or choice of laws.

36. **SECTION 288.11631, FLORIDA STATUTES.**

A. Section 288.11631, Florida Statutes is intended to provide a process for the retention of spring training baseball franchises within the State of Florida (the "State") that are funded with State incentive funding. SFS and the County acknowledge that the amount of State incentive funding provided by the State for the Sports Complex is based on the continual use of the Sports Complex by a spring training baseball franchise for the entire length of the Term.

B. The County will submit an application to the Florida Department of Economic Opportunity for Twenty million dollars (\$20,000,000.00) in funding assistance for the New Improvements that are described in the Facilities Use Agreement. In connection with this application and as a condition of any award of funding under Section 288.11631, Florida Statutes, SFS must agree to reimburse the State of Florida for the funds expended by the County for the New improvements that the County received from the State of Florida if the Club relocates before the term of the Facilities Use Agreement expires.

C. SFS covenants and agrees with the County that if the County terminates this Agreement pursuant to its rights under Section 18(A), or if SFS terminates this Agreement pursuant to its rights under Section 18(B) for any reason other than a breach of this Agreement by the County, then SFS shall reimburse the State for the total amount of distributions actually paid from the date of such termination through the final maturity of the New Improvement Bonds (the "State Development Funds"). Repayment to the State shall not discharge SFS from any other obligations set forth in this Facilities Use Agreement.

D. The Parties agree that if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County, SFS will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination, and SFS will not have any obligation to repay either the County or the State for any State Development Funds in connection with such SFS termination. The County shall hold SFS harmless from any assertion or claim by the State that the State Development Funds shall be repayable to the State by SFS if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County.

E. The State of Florida is a third party beneficiary of this Facilities Use Agreement as to the obligations imposed by Section 36. The State shall have: 1) Standing to seek and complete performance of the obligations in this Section in law or equity and 2) Standing to initiate and/or defend an action at law or equity relating to obligations.

37. **2011 BONDS.**

The County will refund the existing 2011 Improvement Bonds (as defined in Section 5(K) of the Prior FUA) on or around November 1, 2016 (the "Refunding Bonds"). The new Refunding Bonds shall have the same remaining term as the 2011 Improvement Bonds. In addition to the Base Rent payments and Additional Rent payments made by SFS pursuant to Section 6(A), SFS will make additional payments to the County, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit "J" on the dates indicated in the first (Period Ending) column of Exhibit "J" that follow commencement of the Term of this Agreement, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the Refunding Bonds.

38. **AGREEMENT RUNS WITH LAND.**

This Agreement is intended to run with the land and shall be binding upon all of the County's successors and assigns. SFS and County shall enter into a short form Memorandum of this Agreement which shall be recorded in the Public Records of St. Lucie County, Florida. This Agreement is not revocable by County and is not terminable by County except as expressly set forth herein.

39. **DISPUTE RESOLUTION.**

All disputes arising from or related to this Agreement whether the action is brought in contract, tort, statutory claim or any other theory of liability, shall be subject to litigation as the final mode of dispute resolution. Exclusive venue for litigation of any disputes rests exclusively in the Circuit Court for St. Lucie County, Florida. As an express condition precedent to litigation all litigation shall be subject to non-binding mediation to be conducted within ninety (90) days of the dispute arising. The parties shall mutually select a qualified mediator, and failing accord, a mediator shall be appointed by the American Arbitration Association and mediation shall be conducted in accordance with its rules, costs and fees to be split equally by the parties.

40. **SUBSERVIENCE.**

A. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by SFS hereunder shall in all respects be subordinate to the MLB Rules and Regulations and the Minor League Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations or the Minor League Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which County is granted rights is limited to, and nothing herein shall be construed as conferring on County rights in areas outside of, the Spring Training territory of the New York Mets as established and amended from time to time. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

B. The following defined terms apply to this Section 40:

“Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

“Major League Baseball Club” or “Major League Club” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

“Major League Constitution” means the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

“MLB Approval” means, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Entity” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, on behalf of the National Association (the “Professional Baseball Agreement”), (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

“MLB Rules and Regulations” means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

“BOC” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

“Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“Minor League Rules and Regulations” means (a) the National Association Agreement and the Constitution and Bylaws of each Minor League as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into, and (b) the present and future mandates,

rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, each Minor League or the National Association as in effect from time to time.

“National Association” shall have the meaning ascribed to it in the Professional Baseball Agreement.

“National Association Agreement” means the Constitution and By-Laws of the National Association.

“Minor League” shall mean each Minor League (as that term is defined in the Major League Rules) of which a Minor League Club (as that term is defined in the Major League Rules) that plays its home games at the Sports Complex is a member or to which such a Minor League Club otherwise belongs.

“Person” means any individual, corporation, partnership, association, limited liability company, joint venture, trust, estate, joint stock company or other similar organization, government or political subdivision thereof, or any other person or entity, including, without limitation, the Major League Baseball Clubs, the Commissioner, the BOC, and each other MLB Entity.

#### **41. PUBLIC RECORDS RETENTION**

SFS shall comply with the requirements of Section 119.0701 of the Florida Statutes with respect to all services provided to County under this Agreement, including but not limited to the following:

1. Keep and maintain public records required by the County to perform the services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if SFS does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If SFS transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. SFS keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.



IF SFS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on dates so indicated, as follows.

ATTEST:

Man  
DEPUTY CLERK



BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]  
CHAIRMAN

Date signed: November 15, 2016

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: [Signature]  
COUNTY ATTORNEY

WITNESSES:

Carol A Bishop  
[Signature]

STERLING FACILITY SERVICES, L.L.C.,  
a New York limited liability company

BY: [Signature]

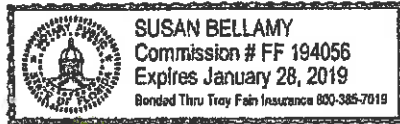
Name: Paul Taglieri

Title: VICE PRESIDENT

Date signed: November 15, 2016

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of November  
2016, by Kim Johnson as Chairman of SLC BOCC.



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 15 day of Nov.,  
2016, by Paul Taglieri, as Vice President of STERLING FACILITY  
SERVICES, L.L.C., a New York limited liability company.



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

**ST. LUCIE SPORTS COMPLEX  
FACILITIES USE AGREEMENT**

**TABLE OF EXHIBITS**

<u>Exhibit A</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit B</u>	<u>Site Plan (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit C</u>	<u>County Contributions to Additional Improvements Fund</u>
<u>Exhibit D</u>	<u>Description of the New Improvements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit E</u>	<u>Architect's Contract Requirements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit F</u>	<u>Final Plans and Specifications (Will be completed at a later date subject to the terms of the FUA)</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit H</u>	<u>New Improvement Schedule (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit I</u>	<u>New Debt Service Schedule (Will be added upon issuance of the New Improvement Bonds)</u>
<u>Exhibit J</u>	<u>2011 Debt Service Schedule</u>
<u>Exhibit K</u>	<u>Club and County office facilities (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit L</u>	<u>Maintenance Specifications</u>
<u>Exhibit M</u>	<u>County Advertisements</u>
<u>Exhibit N</u>	<u>Business Parking Area (Pending final approval of SFS and the County Administrator/ County Attorney)</u>
<u>Exhibit O</u>	<u>Process For Awarding Subcontracts (Pending final approval of SFS and the County Administrator/ County Attorney)</u>

TABLE OF EXHIBITS ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS

ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT E

### ARCHITECT'S ADDITIONAL CONTRACT REQUIREMENTS

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the New Improvements and notify County and SFS in writing of observed deficiencies in the Work being performed and deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

The Architect will perform, and ensure its subconsultants perform, all services in accordance with the professional standard of care governing architects working on projects of the same scale and complexity, in the same geographic market, as the New Improvements.

The Architect will monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$5 million per occurrence/\$5 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to,

exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

- iii. Products and Completed Operations in the minimum amount of \$5,000,000.00.

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5million annual aggregate.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.

- ii. The minimum amount of coverage shall be:

Part One: "Statutory"  
Part Two: \$500,000,000 Each Accident  
\$500,000 Disease - Each Employee  
\$500,000 Disease - Policy Limit

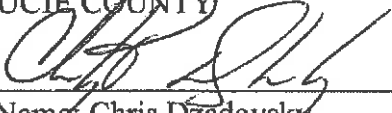
e) Notice of Cancellation (All Coverages) – 30 days

SFS shall negotiate a contract with the selected Architect with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form that generally accords with

AIA Document B101 Contract and A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

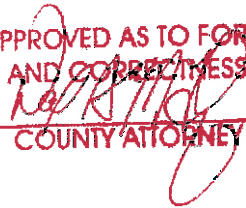
EXHIBIT "E" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadoovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY



## EXHIBIT G

### CONTRACTOR'S ADDITIONAL CONTRACT REQUIREMENTS

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and specifications, and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed by and under the supervision and control of a Florida licensed general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events, with a reasonable liquidated damages clause for inexcusable delays; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

All warranties for the Work, including manufacturer and sub-trade warranties, shall jointly be issued to and for the benefit of, SFS and County. SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$10 million per occurrence/\$10 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to, exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.
- iii. Products and Completed Operations in the minimum amount of \$10,000,000.00.

iv. Required limits of coverage may be satisfied in conjunction with an excess policy

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5 million annual aggregate.
- ii. The PL requirement is mandatory for contracts where the delivery method is Construction Management at Risk, or where the Contract requires Preconstruction Services to be performed by Contractor; the PL requirement is discretionary if any other delivery method is employed.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:


Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 Days

SFS shall negotiate a contract with the selected Contractor with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form with the AIA Document applicable to the chosen delivery method and basis of compensation, including the A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

EXHIBIT "G" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

Exhibit "O"  
Procurement of Subcontracts

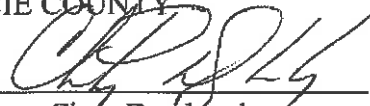
Following execution of this Facilities Use Agreement, County and FUA will cooperatively develop, seeking input from the Architect and Contractor selected per the terms hereof, a competitive and open procurement process for the procurement of all trade contractor work and supplies, which meets the following minimum requirements:

- SFS shall schedule and coordinate an advertised, public outreach meeting to brief the local and minority small business community on the project and opportunities. This outreach can be prior to or coordinated with the public advertisement and pre-submittal conference for the Contractor, and once selected the Contractor shall be required to schedule and coordinate a follow-up public outreach meeting. SFS and Contractor shall use good faith commercially reasonable efforts to foster local and minority business participation and specialty trade apprenticeship opportunities in accordance with the County's Apprenticeship Program (see attached) on the 2016 Improvements.
- Contractor shall establish a prequalification list or plan list of interested parties, so that these subcontractors and suppliers get early notice of all trade packages available for bid or proposal. Prequalification criteria and forms shall be subject to review and approval by SFS and County.
- Advertise for competitive bids or proposals on all trade packages exceeding \$500,000. Packaging of trade work shall be in a manner that fosters participation of local and small business and specialty trade apprenticeship opportunities. SFS and Contractor shall not unreasonably break up related trade package work in order to avoid the competitive procurement threshold.
- Lowest, qualified bidder is the presumptive basis for award unless a best-value approach is justified and approved by County. SFS will tabulate and level all bids for County consideration.
- SFS and Contractor will use good faith commercially reasonable efforts to obtain a minimum of 3 bids or cost proposals on all packages under the \$500,000 competitive procurement threshold. SFS and Contractor capped at direct or limited competition procurements at 5% of GMP.
- All subcontract awards exceeding \$300,000 shall comply with the County's Apprenticeship Program.
- All subcontract awards and contract terms shall be subject to review and approval by SFS, and any above the \$500,000 threshold, shall be subject to review and approval by County.

- SFS and Contractor shall involve and include County's Program Manager in all decisions and meetings regarding the packaging and procurement of all work, including according the Program Manager a reasonable opportunity to review and comment on all packages prepared for bid and all bid tabulation or bid leveling charts, before final award decisions are made.

EXHIBIT "O" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

Apprenticeship Program Requirements:

Contractors shall be required to comply with the County's Apprenticeship Program, as follows:

- A. On County-funded construction projects which exceed \$300,000, twenty percent (20%) of laborers working in a specialty for which there are apprentice programs registered with the County shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship Programs which are located in St. Lucie, Martin, Indian River or Okeechobee Counties and which are registered with the County.
- B. A County-registered apprenticeship program is one which has registered with the County and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in St. Lucie, Martin, Indian River or Okeechobee Counties.
- C. Unless the apprenticeship requirement is waived by the County, the failure of the Contractor to demonstrate compliance with this requirement shall result in the Contractor's bid being deemed nonresponsive.
- D. The apprentice requirement may be waived or modified with the recommendation of the County Administrator, and appeal to the Board of County Commissioners:
  1. Upon request of the contractor, if the contractor can demonstrate that the required apprentices are not available despite a good faith effort on the contractor's part; or
  2. Upon request of the contractor, if the contractor demonstrates that the available apprentices are not sufficient to meet the required 20% and the contractor commits to utilizing a specific percentage of apprentices who are available; or
  3. If the County determines it is in the best interest of the County to waive such requirement based on potential savings of money and time or grant requirements.
- E. The agreed upon percentage and type of apprentices will be included as a requirement of the construction contract. Failure to meet the terms of the apprenticeship requirements may result in the contractor being found in breach of the contract and subject to possible monetary sanctions.



**ST. LUCIE COUNTY SPORTS COMPLEX**  
**AMENDED AND RESTATED FACILITIES USE AGREEMENT**

**THIS AMENDED AND RESTATED AGREEMENT** (the "Agreement"), made and entered into in triplicate as of January 24, 2017 (the "Effective Date"), by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida ("County"), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company ("SFS").

**WITNESSETH:**

**WHEREAS**, County owns the real property legally described on Exhibit "A" hereto (the "Land"), and all of the fields and improvements located thereon, including, without limitation, the lighted major league baseball stadium presently known as "Tradition Field" (the "Stadium"), and certain major and minor league training facilities, locker rooms, practice facilities, and related improvements (with the Land, Stadium and all fields and improvements hereinafter collectively referred to as the "Sports Complex"), as the Sports Complex is depicted on the site plan ("Site Plan") set forth in Exhibit "B" hereto.

**WHEREAS**, SFS desires to use, and County desires to permit SFS to use, the Stadium and the other facilities at the Sports Complex for the Term (as defined below) in accordance with the provisions hereinafter contained;

**WHEREAS**, throughout the Term, SFS shall cause the Sterling Mets, L.P. ("Club"), which owns and operates the franchises for the New York Mets major league baseball team and the St. Lucie Mets minor league baseball team to use the Sports Complex to conduct the following: (i) New York Mets Spring Training games; and (ii) during such time as Club owns or is party to a Player Development Contract with a Florida State League franchise, the home games of such franchise. The foregoing is subject to MLB Rules and Regulations, Minor League Rules and Regulations, and any changes by MLB, Minor League Baseball or the Florida State League;

**WHEREAS**, County and SFS entered into that certain Facilities Use Agreement dated as of November 15, 2016, (as amended, the "Original FUA");

**WHEREAS**, County and SFS desire to amend and restate the Original FUA by entering into this Agreement; and

**WHEREAS**, this Agreement shall amend, restate and supersede in its entirety the Original FUA, subject to the terms and provisions contained herein;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

1. **SITE; ADDITIONAL CAPITAL IMPROVEMENTS.**

The County warrants and represents that it owns the Land, Stadium, and the remainder of the Sports Complex including, without limitation, the fields and improvements thereon.

The parties further acknowledge and agree that, subject to the terms set forth herein and in the exhibits hereto, County shall permit SFS to construct additional capital improvements to the Sports Complex property during the Term, in accordance with the schedule, scope, specifications, designs and plans which shall be determined in accordance with the terms of Section 10. Upon the Completion (as such term is hereinafter defined) of the New Improvements (as defined below) the term "Sports Complex," as used herein, shall be deemed to include the New Improvements.

2. **SFS USE OF FACILITIES; TERM; TERMINATION OF PRIOR FUA.**

A. **Term:** SFS agrees to use the Sports Complex for a period commencing on the Effective Date and ending on December 31, 2042 (or such earlier date upon which this Agreement is terminated as provided herein) (the "Term"), subject to the terms and conditions hereof, for the following purposes (the "Permitted Uses"):

(i) SFS may use and permit the Club to use, and the County shall permit SFS and the Club to use, the Sports Complex during the Term of this Agreement for the following, subject to the priorities of use as set forth in Section 15 of this Agreement:

- Fantasy and Youth Baseball Camps
- New York Mets Spring Training (February - April)
- New York Mets Exhibition Season (March - April)
- Florida State League or any successor league (April - September)
  - Gulf Coast League or any successor league (June - August)(if applicable)
- Minor League Spring Training (April - June)
- Instructional League Play (September - November)
- Training and/or rehabilitation for baseball players, or (in the retail space currently subleased to Barwis Methods Training Center of Port St. Lucie, LLC) any athletes

To the extent that any use of the Sports Complex for the purposes set forth above in this Section 2(i) (not including fantasy and youth camps) involves professional baseball teams and players who are not affiliated with the Club (or with a major league baseball club affiliated with an assignee of SFS), then SFS (or, if applicable, SFS's assignee) will reimburse the County for its incremental costs arising directly from such use. County consents to SFS continuing to sublease retail space at the Sports Complex to Barwis Methods Training Center of Port St. Lucie, LLC or its affiliates for usage similar to that

occurring at the present time. SFS agrees that separate utility meters for the Barwis Center shall be installed as part of the New Improvements.

(ii) SFS, the Club and County shall each have exclusive use of certain office facilities at the Sports Complex as identified in Exhibit "K," on a year-round basis.

(iii) The staging, by or with the permission of SFS, of other baseball and non-baseball oriented events at the Sports Complex, including, without limitation, concerts, shows, conventions and political, religious and community events, subject to the scheduling provisions of Section 15 of this Agreement, except that SFS shall be permitted to conduct promotional events and other activities on the dates of baseball games played at the Sports Complex in SFS's sole discretion.

(iv) The radio, television, internet and other broadcast or transmission of SFS Events.

(v) All uses set forth below in Sections 6, 7, 8, 12 and 15 of this Agreement.

(vi) Any such other uses as shall be reasonably consistent with the foregoing.

All New York Mets and St. Lucie Mets (and, if any, GCL Mets (as defined below in Section 12)) activities at the Sports Complex during the Term of this Agreement, as well as all baseball games and other events staged at the Sports Complex by or under the sponsorship, control or authorization of SFS, are referred herein as "SFS Events." All events conducted or authorized by the County at the Sports Complex during the term of this Agreement (excluding all SFS Events) are referred to herein as "County Events."

B. As of the Commencement Date, the St. Lucie Sports Complex Facilities Use Agreement entered into as of August 1, 2003, as amended (the "Prior FUA"), shall terminate and be of no further force or effect and all obligations and rights thereunder shall be deemed superseded by the terms and condition of this Agreement. County hereby acknowledges that no payment is due from SFS pursuant to Section 19 of the Prior FUA.

### 3. MAINTENANCE.

A. County will, at its expense, at all times keep and maintain the Sports Complex (excluding the Player Academy Spaces (as defined below) and the Barwis Training Center) in good and clean order and repair suitable for a first-class major and minor league training, exhibition and playing complex, including without limitation maintaining the playing fields in a first-class condition appropriate for a Major League Baseball team, and in any event of a quality not less than the highest level of practiced professional baseball standards (the "Maintenance Standard") and in accordance with the specifications set forth in Exhibit "L" hereto. "Maintenance" shall mean the provision of all labor and materials that are required to (a) keep the Sports Complex in first-class good order and repair, and (b) keep the Sports Complex free of

debris. Maintenance shall include, without limitation, (i) performing all preventative or routine maintenance that is stipulated in operating manuals for equipment as regular, periodic maintenance procedures; (ii) regular maintenance procedures for the HVAC system, including periodic cleaning, lubricating and changing air filters; (iii) groundskeeping and maintenance of the athletic fields, including without limitation, seeding, mowing, watering and raking of the grassy areas and full maintenance of the balance of the playing fields, preparation of the fields at the start of each season and for practice sessions and games, maintenance, repair and replacement and painting of grandstands, fences, batter's background walls and other related items; (iv) changing of standard, isolated light bulbs, fuses and circuit breakers as they burn out; (v) cleaning all portions of the Sports Complex immediately after each SFS Event and County Event; (vi) all repairs other than Capital Repair Work (as defined in Section 4), (vii) repair and rehabilitation of parking areas; and (viii) touch-up painting. County shall employ a sufficient number personnel to maintain the Sports Complex (excluding the Player Academy Spaces and the Barwis Center) properly for use and play until the end of SFS's seasonal use of the facilities as delineated in Section 2. The County and SFS shall consult annually as to a reasonable program of management, operation, and maintenance of the facilities to be carried out during the coming year, and County shall be responsible for implementation of such a reasonable program at its expense.

B. SFS Maintenance Responsibility. At all times during the Term, SFS shall be responsible for performing all Maintenance of the Player Academy Spaces at the Sports Complex and (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC and paying all costs and expenses related thereto including payment of the cost of utilities, except to the extent such Maintenance is required due to the actions of the County or its contractors. SFS shall be solely responsible for any maintenance, restoration or repair related to damage occurring to the Sports Complex as a result of the negligent acts or willful misconduct of SFS or Club, its officers, agents and employees. SFS also shall be solely responsible for repair of any damage to the playing fields, structures, or other facilities that occur during non-baseball SFS Events.

C. In connection with the performance of the Maintenance, SFS shall have the right to cause the County to use products and/or services of its corporate sponsors if such products and/or services are reasonably comparable in price and quality to other alternatives available to the County; provided, however, that the County shall not be obligated to purchase such products and/or services if it would require the County to be in violation of any pre-existing written agreement with any third party or applicable law, including, without limitation, the County's obligations with respect to competitive bidding.

D. The County shall have no obligation to perform or pay for any Maintenance with respect to the Player Academy Spaces or (during such time that such space is occupied by a third-party subtenant) the space currently occupied by Barwis Methods Training Center of Port St. Lucie, LLC, except to the extent such Maintenance is required due to the negligence or willful misconduct of the County, its agents or employees.

4. **CAPITAL REPAIRS.**

A. All Capital Repair Work required during the Term shall be performed by the County and all costs and expenses related to the Capital Repair Work shall be the sole responsibility of the County and shall not be deducted from nor otherwise credited against the Additional Improvements Fund. "Capital Repair Work" shall mean (a) all capital modifications, replacements or additions to the Sports Complex that are reasonably necessary to keep the facilities and amenities of the Sports Complex in good repair and sound condition; and (b) repairs and replacements that are reasonably necessary to maintain the roof, foundation, HVAC and MEP systems and structural integrity of the Sports Complex, and preserve its usefulness for the purposes for which it is being used hereunder.

B. The County shall establish an account in the name of the County, designated as the "Capital Repairs Fund" for mutually agreed upon Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund each year and SFS shall pay the County \$75,000 on March 1 during each year of the Term, which amount the County shall deposit the Capital Repairs Fund. The provisions of this Section 4.B shall not be construed in any way to limit the County's obligation to perform all Capital Repair Work.

5. **ADDITIONAL IMPROVEMENTS.**

A. The County shall establish an interest bearing account, in the name of the County, designated as the "Additional Improvements Fund," for mutually agreed upon Additional Improvements (as defined below) to benefit the Sports Complex during the Term, and all interest thereon shall be added to the Additional Improvements Fund. The County shall contribute funds to the Additional Improvement Fund in accordance with the schedule of contributions set forth in the attached Exhibit "C" (it being understood that County shall have up to six (6) months to cure any failure to make a payment in accordance with the schedule).

B. During the Term County shall fund, to the extent funds are available in the Additional Improvements Fund, certain additional improvements to the Sports Complex proposed by SFS and approved by the County, such approval not to be unreasonably withheld (the "Additional Improvements"). The Additional Improvements to be constructed and the schedule for the construction of the Additional Improvements shall be determined so as to provide material benefit to SFS to be enjoyed by SFS during the Term. SFS shall have the right to request that the County provide monies from the Additional Improvements Fund and the County will promptly honor such requests and deliver such funds to SFS or such other person or entity according to instructions from SFS for use as contemplated under this Agreement.

6. **CONSIDERATION – PAYMENT.**

A. For purposes of this Section 6.A "Year 1" means the 2017 calendar year, "Year 2" means the 2018 calendar year and so on through "Year 25" which is the 2042 calendar year. For each year of the Term starting in 2017, SFS will make a base rent payment to the County (the

“Base Rent”) in an amount equal to 50% of Stadium Revenue from the New York Mets Spring Training games and the Florida State League franchise’s games played at the Stadium (collectively, “Games”), provided that the Base Rent payment shall not exceed \$2,000,000 during each of Year 1 through Year 10, \$2,100,000 during each of Year 11 through Year 20, and \$2,250,000 during each of Year 21 through Year 25. The limit placed on the Base Rent payment each year of the Term shall be referred to herein as the “Base Rent Cap.” In addition to the Base Rent, beginning in the year that immediately follows the year in which SFS makes its final payment to the County pursuant to Section 37 below and each year thereafter during the Term, if Stadium Revenue exceeds \$5,500,000 in such year, SFS shall make an additional rent payment to the County (the “Additional Rent”) in an amount equal to the County percentage multiplied by the corresponding incremental amount of Stadium Revenue in excess of \$5,500,000 as set forth in the chart below (subject to reduction to the extent necessary to recoup Shortfall Payments as addressed below in this Section).

Stadium Revenue	SFS Percentage	County Percentage
Between \$5,500,001 and \$6,500,000	90%	10%
Between \$6,500,001 and \$7,500,000	75%	25%
More than \$7,500,001	50%	50%

For example, if Stadium Revenue in a year in which Additional Rent is due (a) is \$5,500,000 or less, SFS shall not make any Additional Rent payment; (b) is \$6,000,000, SFS will make an Additional Rent payment equal to \$50,000 (i.e., 10% of the \$500,000 between \$5,500,001 and \$6,000,000); (c) is \$7,000,000, SFS will make an Additional Rent payment equal to \$225,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000 plus 25% of the \$500,000 between \$6,500,001 and \$7,000,000); or (d) is \$8,000,000, SFS will make an Additional Rent payment equal to \$600,000 (i.e., 10% of the \$1,000,000 between \$5,500,001 and \$6,500,000, plus 25% of the \$1,000,000 between \$6,500,001 and \$7,500,000, plus 50% of the \$500,000 between \$7,500,001 and \$8,000,000)

For any year of the Term starting in 2017 in which Base Rent is less than \$2,000,000 SFS shall make a payment to the County (the “Shortfall Payment”) from (but not more than) SFS’s 50% share of Stadium Revenues, such payment being equal to the amount by which \$2,000,000 exceeds the Base Rent. SFS shall have the right to recoup all Shortfall Payments from Additional Rent payable to the County in subsequent years. In addition, the Base Rent Cap during each of Year 11 through Year 25 shall be reduced by the cumulative amount of Shortfall Payments that remain un-recouped at the time the Base Rent is due that year, provided that in no event shall the Base Rent Cap be less than \$2,000,000 in any year. To the extent Base Rent to the County is decreased because of the reduction in the Base Rent Cap in accordance with the previous sentence, the amount not paid to the County as a result of that reduction will be considered a recouped Shortfall Payment. (For example, if SFS makes its first Shortfall Payment to the County in Year 10 in the amount of \$125,000, then the Base Rent Cap in Year 11 will be reduced from \$2,100,000 to \$2,000,000, and if the Base Rent in Year 11 would have been \$2,100,000 had the Base Rent

Cap not been reduced, then (x) in Year 11 SFS would pay Base Rent to the County of \$2,000,000, (y) SFS will have recouped \$100,000 of its Shortfall Payment from Year 10, and (z) \$25,000 of SFS's Shortfall Payment from Year 10 will remain to be recouped from Additional Rent or future Base Rent Cap reductions. To the extent that Shortfall Payments made by SFS are not fully recouped by the date this Agreement terminates or expires, the County will pay SFS an amount equal to the cumulative total of all un-recouped Shortfall Payments from Tourist Tax Revenues collected by the County after termination or expiration of this Agreement until all Shortfall Payments are repaid to SFS.

**Definitions:**

**“Stadium Revenue”** means (i) SFS's adjusted gross ticket receipts from Games, plus (ii) SFS's gross sales receipts from food and beverage concession sales at Games, plus (iii) SFS's gross sales receipts from souvenir, novelty and game program sales at Games, plus (iv) the net profits (defined below) from parking at Games.

**“Adjusted gross ticket receipts”** means all revenues actually received by SFS from ticket sales for Games, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. County will not levy any tax on the sale of tickets except as required by law.

**“Gross sales receipts”** means revenues received from food and beverage concession sales or souvenir and novelty sales at Games, as the case may be, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. County will not levy any tax on the sale of concessions, souvenirs or novelties except as required by law. In the event SFS elects to contract with an unaffiliated private firm to operate all food and beverage concessions and/or souvenir and novelty sales, then, in lieu of including all revenues received from food and beverage concession sales and souvenir and novelty sales at Games in gross sales receipts, SFS shall include in gross sales receipts only such portion of food and beverage concession revenues and souvenir and novelty revenues received by SFS from the contractor. Moreover, SFS's selection of an unaffiliated private firm to operate all food and beverage concessions or souvenir and novelty sales at the Sports Complex shall be subject to the approval of the County, which approval shall not be unreasonably withheld.

**“Net profits”** will be ascertained by reducing the revenues actually received by SFS from the sale of parking privileges for Games by reasonable labor costs incurred in operating the parking facilities on Games days and other reasonable expenses related to parking (e.g., cost of printing parking tickets and providing signage and flash lights).

B. **Advertising.** Subject to the terms of Section 7(C) hereof with respect to Naming Rights, County grants to SFS the exclusive right to display or permit others to display advertising material at all locations in the Sports Complex at all times during the Term (including, without limitation, advertising in game or other SFS Event programs), and the exclusive right to grant event sponsorship and promotional rights at the Sports Complex during SFS Events, as well as the

right to assign all or any portion of such rights to any third party including specifically to the Club. SFS shall have the right to display such advertising signs at all events held at the Sports Complex, including, without limitation, County Events. The County shall not be entitled to receive any of the revenues generated by SFS or its assignees through the sale of such advertising, sponsorships and promotions. SFS or its assignee shall retain one hundred percent (100%) of all revenues from advertising at the Sports Complex during the Term and from all sponsorships and promotions during SFS Events, and SFS shall have control over the type and content of all such advertising, sponsorships and promotions. County shall have the right to review and approve all such proposed advertising, provided that County shall have no right to object to any advertising except to the extent that such advertising is indecent or incompatible with the character and dignity of the Sports Complex; any proposed advertising shall be conclusively deemed neither indecent nor incompatible if it is comparable to advertising at any other Major League spring training or minor league baseball facility within the State of Florida. County may not sell or display signage at the Sports Complex without the prior written consent of SFS, in SFS's sole discretion, except that the County may display at the Sports Complex signage that is comprised solely of the insignia or logos of the County or that is required by public safety considerations or by local, state or federal regulations subject to the approval of SFS, which approval shall not be unreasonably withheld.

C. **Parking.** SFS reserves the right to charge reasonable fees for parking areas adjacent to the Stadium for persons attending SFS Events. SFS shall have the right to make parking spaces available at all times and without charge to authorized representatives, designees or personnel designated by SFS. County and SFS shall cooperate and develop a visitors pass procedure that will allow free parking to authorized representatives and guests of the County and SFS.

SFS shall include the net profits from parking at Games in Stadium Revenue as set forth above. For all SFS Events other than Games, SFS shall retain one hundred percent (100%) of all parking receipts. For County Events at the Sports Complex, County shall operate all parking at its sole expense and shall retain all proceeds.

D. **Intentionally Omitted.**

E. **Rent for Use of Stadium.** The rental payment by SFS for use of the Stadium shall be the payments from SFS to County as provided above in Section 6.A. Except as otherwise specifically provided in this Agreement, only one payment shall be made each year of the net amount due from SFS to County, which annual payment shall be made prior to the commencement of the following Major League Spring Training season. County and SFS agree that such amounts paid by SFS to County shall be deemed to be the rent payment for the use and occupancy of real property pursuant to Section 212.031, Florida Statutes. In addition to the requirements of Paragraph 9(C), SFS shall provide the County with an annual accounting of revenues and expenses in sufficient detail for audit purposes at the same time the annual payment is made.

F. **County Revenues.** SFS shall pay to County thirty-three percent (33%) of SFS's gross sales receipts from food and beverage concession sales at all County Events, with SFS



retaining the other sixty-seven percent (67%). As used in this Section 6(F), "gross sales receipts" means revenues received from food and beverage concession sales, less any and all taxes and tax surcharges and fees due to any governmental or taxing authority for such sales related thereto. However, County shall not levy any tax on the sale of concessions except as may be required by state law. For all County Events, County shall retain one hundred percent (100%) of the adjusted gross ticket receipts but shall reimburse SFS for all pre-approved out-of-pocket expenses incurred by SFS in connection with each such event. As used in this Section 6(F), the term "adjusted gross ticket receipts" means all revenues actually received by SFS from ticket sales for County Events at the Sports Complex, less any and all taxes and tax surcharges or fees due to the governmental or taxing authority for ticket sales related thereto. However, County shall not levy any tax on sale of tickets except as required or authorized by state law.

G. **Parking Revenues from Adjacent Businesses.** Subject to the approval of SFS, which approval shall not be unreasonably withheld, the County shall have the right to allow local businesses with offices adjacent to the Stadium ("Adjacent Businesses") to utilize the Stadium parking area depicted on Exhibit "N" hereto (the "Business Parking Area") on a nonexclusive basis provided that the use of the Business Parking Area by local businesses shall not conflict with use of the Business Parking Area by SFS or the County for SFS Events or County Events. The parties agree that the first \$100,000 in total revenues received during the Term from the use of the Business Parking Area by the Adjacent Businesses shall be retained by the County to reimburse the County for the actual cost incurred by the County to construct improvements to the Business Parking Area, and thereafter, the County shall deposit all revenues received from use of the Business Parking Area by the Adjacent Businesses into the Capital Repairs Fund. The County shall be responsible for all damage and expenses resulting from use of the Business Parking Area by Adjacent Businesses.

7. **TELEVISION - RADIO REVENUE; LUXURY SUITE REVENUE; NAMING RIGHTS.**

A. **Television - Radio Revenue.**

It is expressly acknowledged and agreed by and between the parties, that the County shall receive no revenues from the radio or television broadcast or other transmission (including, without limitation, over cable or the Internet) of or relating to any SFS Events, nor shall the County participate, in any manner, in determining when said SFS Events shall be broadcast or otherwise transmitted. SFS has the exclusive right to sell television and radio broadcasting and other transmission rights for SFS Events and to permit others to sell such television and broadcasting and other transmission rights, and SFS or such other authorized party shall retain all revenues resulting therefrom.

B. **Suite Revenue.**

SFS shall manage and control the rental of any luxury suites at the Stadium, including without limitation any luxury suites constructed as part of the New Improvements, for

all events at the Sports Complex during the Term. County and SFS shall each be entitled to use and authorize others to use one luxury suite for all events during the Term, without charge to County or SFS for their occupancy of the respective suites. All other luxury suites are to be rented on a yearly basis, and SFS shall retain one hundred (100%) percent of adjusted gross revenue from the rental of luxury suites. The lessee of any luxury suite will receive admission tickets to the luxury suite for all New York Mets spring training games and all St. Lucie Mets games at no additional charge. The lessee of any luxury suite will also have the right to purchase admission tickets to the luxury suite for any other event held at the Stadium during the year, and if such tickets are purchased: (i) for all SFS Events other than New York Mets spring training games and St. Lucie Mets games, SFS shall retain one hundred (100%) percent of the adjusted gross revenue from the sale of such admission tickets; and (ii) for all County Events, SFS shall retain ten (10%) percent of the adjusted gross revenue from the sale of such admission tickets and shall pay to the County the remaining ninety (90%) percent. As used in this Section 7(B), the term "adjusted gross revenue" means all revenues actually received by SFS from the rental of luxury suites that is attributable to the particular event at issue, and all revenues actually received by SFS from the sale of tickets granting admission to the luxury suites for the event, less any and all taxes and tax surcharges or fees due to any governmental or taxing authority related thereto. Revenues from food and beverage sales in luxury suites will be included in gross sales receipts as set forth in Section 6(A) above.

C. **Naming Rights.**

SFS or its designee shall have the sole and exclusive right to designate the name of the Sports Complex and/or its constituent parts and to grant one or more third parties (i) the right to include such party's name, product name and/or logo and/or corporate identifiers in the name of the Sports Complex and/or its constituent parts, (ii) the right to have such name and/or logo and/or corporate identifiers prominently displayed on the interior and the exterior of, and on and around the entrances to the Sports Complex and/or its constituent parts, and on the Sports Complex apron, as part of the name of the Sports Complex, and (iii) such other nonexclusive rights which are customarily included in the grant of the rights in clause (i) and (ii) above (such rights are hereinafter referred to as the "Naming Rights"), and provided that such name and/or logo and/or corporate identifiers shall not be obscene nor shall it be unlawful to use the same. For avoidance of doubt, SFS retains all revenues with respect to Naming Rights.

For so long as both this Agreement and the agreement granting Naming Rights remain in effect, the Stadium and the Sports Complex shall be referred to by the name(s) selected pursuant to this Section 7(C), and neither party shall advertise or refer to the Stadium or the Sports Complex by any other name. The Stadium and the Sports Complex names selected pursuant to this Section 7(C) shall be used by the parties when referring to the Stadium and the Sports Complex in any of their correspondence, press releases, promotional materials, advertisements and/or publications, and shall be used by County on all related directional traffic and pedestrian signs on highways, local streets, and all public thoroughfares in and around the Sports Complex and St. Lucie County, Florida. Notwithstanding the above, the parties agree that the County's logo shall

be permanently displayed at locations in the Stadium and Sports Complex as mutually agreed upon by the parties.

County shall retain the right to market for sale to a third party the right to include such party's name, product name and/or logo in the official name of the football/soccer field across from the Sports Complex (the "Football/Soccer Naming Rights"). Any agreement with respect to the Football/Soccer Naming Rights shall be subject to the approval of SFS, which approval shall not be unreasonably withheld, provided that the withholding of approval shall be conclusively deemed reasonable if the proposed agreement is with a competitor of any entity that has an advertising or naming rights agreement with SFS or Club at any facility.

**D. Other Revenues.**

Except as otherwise expressly stated and specified in this Agreement, SFS shall be entitled to retain all revenues related to the Sports Complex.

**E. Recognition of Contributions of Thomas J. White, Sr.**

Wholly separate from any naming rights for the Sports Complex or the Stadium, County and SFS agree to continue to recognize the contributions of Thomas J. White, Sr. in a manner similar to how such contributions are currently recognized at the Sports Complex and Stadium.

**8. TICKET SALES; PROGRAM SALES, CONCESSIONS AND PARKING.**

SFS has the exclusive right to operate ticket sales, program sales, and parking lots in connection with SFS Events during the Term of this Agreement, and has the right and discretion to contract with or authorize one or more other persons or entities to operate ticket sales, parking and/or game program sales at the Sports Complex at or in connection with SFS Events.

SFS has the exclusive right and discretion to sell and authorize others to operate concessions for the sale of food and beverages (including, without limitation, catering, hospitality and picnic services), novelties, souvenirs and paraphernalia at the Sports Complex during the Term of this Agreement. The County reserves the right to schedule special events in the parking lot during non-baseball scheduled events at which concessions will be sold; SFS will operate concessions at such special events in accordance with its exclusive right to operate concessions at the Sports Complex during the Term, and will cooperate with the County with respect to the providing of concessions to community and charitable groups at such special events. During the Term of this Agreement, SFS shall provide good quality concession services to the public. SFS will use commercially reasonable efforts to restrict patrons from bringing any food, beverages (including alcoholic beverages) or beverage containers into the Sports Complex. Prior to the start of each season, SFS will provide the County with notice of the pricing for tickets, programs, concessions and parking.

No new coin or currency operated vending machines shall be installed or located within the Sports Complex by SFS without the written permission of the County's Parks and Recreation Director, which permission shall not be unreasonably withheld. Except as otherwise permitted under this Agreement, SFS will not install permanent fixtures or construct permanent improvements at the Sports Complex without the County's prior consent, which consent shall not be unreasonably withheld.

9. **BOOKS, RECORDS AND AUDIT.**

SFS and County agree to keep accurate books and records in accordance with generally accepted accounting practices of their respective operations at the Sports Complex. SFS agrees to submit to the County, on a quarterly basis, a report containing accurate attendance information in a form agreed to by all parties. In addition, the parties agree as follows:

A. SFS shall submit daily sales (ticket, parking, program and concessions) reports within thirty (30) days following the last Game of Spring Training and thirty (30) days following the last Game of the Florida State League season.

B. All related books and records regarding ticket, parking, program and concession sales shall be jointly available to the County for suitable annual audit at a time mutually agreed to by the parties. Any audits must be performed within twelve (12) months after the end of each year of operation (January 1 - December 31). SFS shall have the same right to audit the books and records of any County operation under this Agreement, and shall have the right to review the County budget and related documents at any time upon reasonable notice.

10. **NEW IMPROVEMENTS.**

A. **NEW IMPROVEMENTS - BUDGET.**

The County intends to issue bonds, the ("New Improvement Bonds") which will be used to finance certain improvements to the Sports Complex described on Exhibit "D" hereto (the "New Improvements"). If the County does not issue the New Improvement Bonds and fully fund the New Improvements Budget (as defined below) by April 1, 2017 SFS shall have the right to nullify and void this Agreement, by providing written notice to the County, provided that the County shall have seven (7) days following its receipt of such notice from SFS to issue the New Improvement Bonds, and if the New Improvement Bonds are issued by the end of such seven (7) day period then the written notice provided shall be ineffective. If this Agreement is nullified and voided as set forth in the immediately preceding sentence, the parties agree that the Prior FUA shall be reinstated and the terms and conditions of the Prior FUA shall govern the rights and obligations of SFS and the County. The County will designate SFS as the agent of County for the purpose of coordinating the New Improvements, with the scope of the New Improvements to be determined by SFS and approved by County, and the County will provide cooperation appropriate for the design and construction of the New Improvements. The parties agree that the New Improvements will include, without limitation, Stadium upgrades, a new entrance, walk way

connector around the outfield, one new field and other field enhancements, Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium (the "Player Academy Spaces") (which shall only be used by Mets personnel and shall not be available for use by the general public), little league/softball complex, new major and minor league clubhouses, offices and locker rooms, and other improvements as may be determined and approved by SFS and County. The County shall provide \$55,000,000 of funding (the "New Improvements Budget") for the design and construction of the New Improvements.

Nothing in this Agreement shall obligate the County to provide funding for the New Improvements in excess of the New Improvements Budget. SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage. The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). County will contract to have an economic impact statement prepared, addressing the impact from Major and Minor League Baseball at the Sports Complex and the Improvements, it being understood that the cost of such statement shall be paid by the County and shall not be included in the New Improvements Budget.

Upon execution of this Agreement County will provide SFS with a fund in the amount of \$500,000 (the "Fund") to pay for costs incurred in connection with the New Improvements prior to the County's issuance of the New Improvement Bonds. To the extent that the Fund is expended prior to the County's issuance of the New Improvement Bonds, the County will replenish the Fund with amounts sufficient to cover the additional costs expected to be incurred in connection with the New Improvements prior to the County's issuance of the New Improvement Bonds. All amounts provided by the County to SFS in the Fund shall be reimbursed to County upon issuance of the New Improvement Bonds.

**B. NEW IMPROVEMENTS - PLANS.**

1. County, for the benefit of SFS and County, shall competitively procure an architect reasonably satisfactory to both parties (the "Architect" referred to in this Section 10) in accordance with Florida Law and County Procurement Policy. The Architect shall be responsible for, *inter alia*, (1) developing a conceptual plan and general specifications (the "Conceptual Plans" referred to in this Section 10) for the New Improvements; (2) developing preliminary plans and specifications for the New Improvements; (3) preparing working drawings and requests for bids; (4) obtaining all permits, other than building permits, needed to construct the New Improvements; (5) assisting SFS in evaluating the qualifications of potential contractors; (6) providing contract administration; and (7) performing construction inspections as needed to provide certified as-built drawings after the New Improvements are constructed (the "Architect's Work" referred to in this Section 10). SFS shall enter into a contract (the "Architect's Contract" referred to in this Section 10) with the selected Architect with terms that are fair, competitive and reasonable as required by

Section 287.055 (5) and (6) of the Florida Statutes, and which shall, *inter alia*, contain the terms and conditions set forth in Exhibit "E" hereto. The County shall be named as a third party beneficiary in the Architect's Contract. The County shall, upon request, enter into a joinder to the Architect's Contract substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc. Without limiting the foregoing, the Architect's Contract shall require the Architect to procure policies of insurance that relate to the Architect's Work, with terms, limits, coverages and specifications at least as favorable for SFS as those reflected in Exhibit "E", and SFS and the County shall be designated as Named Insureds on all applicable policies. The Contract should also provide that Architect will not receive payment for any portion of the Architect's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(b) below. SFS shall have the right to refuse to enter into any Architect's Contract with terms that are not fair, competitive and reasonable as required by Section 257.055 (5) and (6) of the Florida Statutes. County, through its Board of County Commissioners, shall have final approval rights to the negotiated Contract limited to whether the Contract terms are fair, competitive and reasonable. County agrees that the Architect shall not be considered an agent of SFS for any purpose and that the Architect shall be solely responsible for the Architect's Work, and that the County will look solely to the Architect and its carriers, and in no event to SFS, with respect to the performance of the Architect's Work and any damages or losses which may arise from or out of any acts or omissions of the Architect except to the extent caused by any negligent acts or omissions of SFS or its agents or representatives.

2. Contemporaneous with procurement of the Architect, the County shall, through currently pending RFQ No. 16-049, competitively procure a consultant to provide Program Manager Consulting Services on its behalf, serving as the point of contact of the County for all project development interaction involving SFS, Architect and Contractor.

3. SFS shall cause Architect to furnish to County the Conceptual Plans for the New Improvements. County, through its Board of County Commissioners, shall have a period of twenty (20) days from delivery of the Conceptual Plans within which to review and to disapprove of the Conceptual Plans, in writing. County shall have no right to disapprove of the Conceptual Plans except to the extent that the improvements described therein are materially inconsistent with the description of the New Improvements set forth on Exhibit "D" hereto or to the extent the Conceptual Plans reflect estimated costs in excess of the New Improvements Budget. Subject to the foregoing, County shall not unreasonably withhold its consent to any Conceptual Plans. If County disapproves of the Conceptual Plans, County shall express the grounds for its disapproval in reasonable detail. If County shall not disapprove within such twenty (20) day period, the Conceptual Plans shall be deemed approved.

4. As soon as is reasonably practicable following the approval of the Conceptual Plans, SFS shall cause Architect to prepare and deliver to County and SFS preliminary plans and specifications for the New Improvements in accordance with the approved Conceptual Plans (the "Preliminary Plans" referred to in this Section 10). County, through its Board of County

Commissioners, and SFS shall have a period of twenty (20) days within which to review and to approve or disapprove of the Preliminary Plans in writing. County shall have no right to disapprove of the Preliminary Plans except to the extent the Preliminary Plans are materially inconsistent with the Conceptual Plans. If County or SFS disapprove of the Preliminary Plans, it or they shall express the grounds for its disapproval in reasonable detail. If County or SFS shall not respond with disapproval within such twenty (20) day period, the Preliminary Plans shall be deemed approved.

5. As soon as is reasonably practicable following the approval of the Preliminary Plans, SFS shall cause the Architect to prepare working drawings for the New Improvements (or such of the New Improvements as shall be designated by SFS), in accordance with the approved Preliminary Plans and to deliver same to County and SFS (the "Final Plans" referred to in this Section 10). County, through its Board of County Commissioners, and SFS shall have a period of twenty (20) days from receipt of the completed Final Plans to review and approve or disapprove of the Final Plans in writing. County shall have no right to disapprove of the Final Plans except to the extent such Final Plans are materially inconsistent with the Preliminary Plans. If County or SFS shall disapprove of the Final Plans, it or they shall express the grounds for its disapproval in writing and in reasonable detail. If neither County nor SFS disapprove within such twenty (20) day period, the Final Plans shall be deemed approved. Once approved, the Final Plans shall be incorporated into this Agreement as Exhibit "F".

6. County, for the benefit of SFS and County, shall, through a publicly advertised competitive bidding or proposal process, in accordance with Florida law and County Procurement Policy, competitively procure a contractor (the "Contractor" referred to in this Section 10) for the construction of the New Improvements in accordance with the Final Plans (the "Work" referred to in this Section 10). SFS shall have input on the qualifications and selection of contractors, with two members appointed by SFS to a five-member selection committee, with the remaining three members appointed by County, and to refuse to engage any contractor upon terms that are not fair, competitive and reasonable as determined by SFS. The final terms of the agreement between SFS and the Contractor (the "Construction Contract" referred to in this Section 10), and any Guaranteed Maximum Price amendments or agreements, shall be subject to the approval of the County, through its Board of County Commissioners, limited to whether the Construction Contract terms are fair, competitive and reasonable. SFS shall enter into a Construction Contract along with terms that are fair, competitive and reasonable and the terms set forth below, with the selected contractor.

7. The Construction Contract shall, *inter alia*, include the terms and conditions set forth in Exhibit "G" hereto and shall include each of the following requirements related to all work under the Construction Contract ("Work"): (i) the furnishing of a public construction bond in a form consistent with Section 255.05, Florida Statutes, with the County named as co-obligee, and with terms acceptable to SFS; (ii) competitive procurement of all Subcontractors work and supplies as set forth in Subsection 7(d) below ("Procurement of Subcontracts"); (iii) retainage in an amount acceptable to SFS for the Work, until the Completion of the Work (including a retainage of 10% of the total value of the construction contract) and required reductions at 50% completion

as set forth in Section 255.078, Florida Statutes; (iii) payment by the Contractor of liquidated damages equal to One Thousand Dollars (\$1,000.00) for each day from and after the Required Completion Date (if and as that term or its equivalent is defined in the Construction Contract) until the actual date of Completion; (iv) a requirement that the Contractor perform and achieve Completion of the Work for a Guaranteed Maximum Price or fixed stipulated sum referred to in this Section 10), by no later than the Required Completion Date; (v) the furnishing of an "installation floater" insurance policy or such other policy of insurance covering goods in transit and while the Work is being performed, with terms, limits, coverages and specifications acceptable to SFS (and the furnishing by any subcontractors of policies of insurance that relate to the Work naming SFS, Club and the County as additional insureds, with terms, limits, coverages and specifications acceptable to SFS); (vi) at SFS's election, the provision on behalf of SFS of an Owner's Contractor Protective policy of insurance, including extensions for products and completed operations coverage and similar extended coverage at least through Completion (as defined herein) of the Work, or another policy of insurance acceptable to SFS, with SFS as a named insured; (vii) the County shall be named as a third party beneficiary in the Contract; and (viii) Contractor must agree that it will not receive payment for any portion of the Contractor's Work or any other amounts due until the date that is at least five (5) days after County has paid the amount due to SFS as set forth in Section 10(C)(9)(c) below. The County shall be named as a third party beneficiary in the Contract between the Contractor and SFS. The County shall, upon request, enter into a joinder to the Contract between the Contractor and SFS substantially similar to the joinder entered into by the County dated October 21, 2003 in connection with the Construction Contract dated as of August 1, 2003 between SFS and Rodda Construction, Inc.

8. As required by Section 119.0701, Florida Statutes, in all contracts competitively procured for services related to the New Improvements, including the Architect as set forth in Section 10(B)(1) and Contractor as set forth in Section 10(B)(4), SFS shall include in each such Contract, the following Notice in capital letters, 14-point boldfaced type:

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.**

SFS shall also include in each such Contract, a requirement that the contracting party comply with the following requirement of Florida's Public Records Law:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.



3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

9. SFS agrees to include the following provisions (or substantively equivalent provisions) in the Construction Contract:

(a) Punchlist Procedures. Punchlist procedures to render the Work complete, satisfactory and acceptable are established as follows:

There shall be the development of a single checklist of items required to render complete, satisfactory, and acceptable, the Work. No more than ten (10) days prior to Contractor's expected Substantial Completion of the Work as defined in the Construction Contract, Contractor shall schedule a walkthrough with SFS and the County ("Initial Walkthrough" a/k/a "IW"). The purpose of the IW is to develop a checklist ("Checklist") of items to be performed by the Contractor, based upon observations made between the Contractor, SFS and the County during the IW.

No later than forty (40) calendar days after reaching Substantial Completion, Contractor shall again initiate and request a second walkthrough of the Project with SFS and the County. The purpose of this second walkthrough is to identify which items remain to be performed from the IW Checklist and for the purpose of developing a single and Final Punchlist.

The intent of this section is for SFS, County and the Contractor to cooperate to develop a single Final Punchlist to be completed no later than sixty (60) calendar days from the date of reaching Substantial Completion of the Work as defined in the Construction Contract. The single Final Punchlist shall be delivered no later than five (5) calendar days after the Punchlist has been developed and reviewed in accordance with this section. If the Work provided in this Construction Contract relate to more than one building or structure, or involves a multi-phased project, the single Final Punchlist is required to render complete, satisfactory, and acceptable all the Work for each building, structure, or phase of the Project and is due within the time periods set forth in this section.

In no event may the Contractor request payment of final retainage until the Final Punchlist is 100% complete.

Contractor agrees to complete the Final Punchlist items and the Final Contract Completion Date must be thirty (30) calendar days after the delivery date of the Final Punchlist. The failure to include any corrective work or pending items not yet completed on the list does not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Construction Contract.

Contractor acknowledges and agrees that no item contained on the Final Punchlist shall be considered a warranty item until such time as (a) the Final Punchlist is 100% complete, and (b) SFS has been able to operate or utilize the affected Punchlist item for an additional period of fifteen (15) days.

Contractor acknowledges and agrees that SFS may, at its option, during performance of the Work and prior to Substantial Completion, issue lists of identified non-conforming or corrective work for the Contractor to address. The intent of any such generated list prior to Substantial Completion is to attempt to streamline the Punchlist process upon achieving Substantial Completion, and to allow for the Contractor to address needed areas of corrective work as they may be observed by SFS during performance of the Work.

Contractor acknowledges and agrees that SFS shall determine whether an item on the Final Punchlist is completed and shall calculate the amount of payment to withhold if an item is incomplete, with SFS having the right to withhold the greater of 150% of the value of the item on the Final Punchlist that is incomplete or the amount of the retainage under this Construction Contract. Contractor acknowledges and agrees that in calculating the amount of payment that may be withheld by SFS as to any Final Punchlist item for which a good faith basis exists to determine that it is incomplete, SFS may, in calculating the amount equal to 150% of the value of the item (if SFS decides to withhold such amount rather than the amount of the retainage under this Construction Contract), include within such percentage calculation its total costs for completing such item of work, including its administrative costs as well as costs to address other services needed or areas of work which may be affected in order to achieve full completion of the Final Punchlist item. Such percentage shall in no event relate to the schedule of value associated with such Work activity, but rather total costs are based upon the value (i.e. cost) of completing such Work activity based upon market conditions at the time of Final Punchlist completion.

(b) **Reduction of Retainage Procedures.** After the Contractor has achieved fifty percent (50%) completion of the Work, retainage from subsequent Pay Applications shall be reduced to five percent (5%). Contractor may request a reduction of retainage previously withheld from ten (10%) percent of the total value of the Construction Contract to five (5%) percent after fifty (50%) percent completion of the Work which SFS shall authorize for payment unless justification for withholding exists, as permitted by Section 255.078, Florida Statutes. The term "Fifty Percent Completion" shall be defined as follows, in lieu of any other definition:

"Fifty Percent Completion" of the Work is defined as that point in time where 50% of the overall value of Work items incorporated and which will remain in place subsequent to final completion of the Work have been completed, based upon the schedule of values contained in the Contract. As such, and by way of example, the value of Contractors mobilization, general conditions, supervision or like items which do not involve permanent incorporation of Work do not apply to the determination of "Fifty Percent Completion" of the Work for purposes of establishing entitlement to a reduction of retainage.

(c) **Definition of Substantial Completion.** For purposes of this Construction Contract, and for compliance of those procedures, duties and obligations, the term Substantial Completion shall be as follows, in lieu of any other definition:

"Substantial Completion" is defined as that point where SFS and the County are able to enjoy beneficial occupancy of the Work and where the Work has achieved that level of completion such that SFS and the County are able to utilize the entire Project for its intended purposes, including but not limited to the completion of all specified systems and items relating to life safety and regulatory use, with the exception of incidental and incomplete items except where a lack of completion of such incidental or incomplete items of Work will adversely affect the complete operation of other areas of the Work, to the satisfaction and approval of all authorities having jurisdiction.

(d) **Procurement of Subcontracts.** All subcontracts exceeding \$500,000 shall be and competitively awarded in accordance with the process set forth in Exhibit "O".

(e) **Contractor Self-Perform Work.** Upon approval by SFS, Contractor and any Related Entities as defined below, may use its own forces to perform a portion of the Work, as long as the cumulative percentage of the total self-performed construction work does not exceed 25% of the Total Cost of the Work for the Project, as reflected in the approved GMP or latest approved estimates. SFS reserves the right to limit instances of self-performance to certain Work. There is no guarantee that any self-performed work will be allowed. Related Entities are prohibited from submitting competing bids or proposals and shall be disqualified for doing so, unless authorized hereunder. When authorized in advance to submit a competitive bid, the Contractor or Related Entity must submit its bid to SFS, at least forty-eight hours prior to the bid opening date and time. "Related Entities" means any parent company, affiliates, subsidiaries, or other entities having common ownership or management with that of the Contractor or a subcontractor.

10. County agrees that the Contractor shall not be considered an agent of SFS for any purpose and shall be solely responsible for the Contractor's Work, and that the County will

look solely to the Contractor and its carrier(s) and surety bond(s), and in no event to SFS, with respect to the performance of the Contractor's Work and any damages or losses which may arise from or out of any acts or omissions of the Contractor except to the extent caused by the negligent acts or omissions of SFS or its agents or representatives.

11. SFS shall have the right to purchase general construction liability insurance or other construction-related insurance acceptable to SFS, with terms, coverages, specifications and limits as determined by SFS as being reasonable in its sole discretion. The cost of such insurance shall be included in the Total Cost of the Work (as defined in Section 10(B)(12)). County shall be an additional insured on such insurance policy, if any is purchased by SFS.

12. The Total Cost of the Work defined herein shall be paid by the County in accordance with the procedures set forth in Section 10(C)(9), below, out of the New Improvements Budget. The term "Total Cost of the Work" referred to in this Section 10 shall mean the sum of (i) the fees and expenses of the Architect in connection with all stages of the Architect's Work hereunder, including without limitation the Architect's consultants' fees and expenses, and all fees and expenses related to the obtaining of permits needed to construct the New Improvements, plus (ii) the Construction Contract Price, plus (iii) the fees and expenses of any consultants engaged directly for the design and construction of the New Improvements which are approved in advance by the County and competitively procured in accordance with Florida law (including the Program Manager under RFQ No. 16-049), plus (iv) any other approved costs, expenses or liabilities incurred by SFS as a consequence of SFS's engagement of the Contractor, Architect or other consultants hereunder, including but not limited to SFS's attorneys' fees in connection therewith, plus (v) the costs of all permits required for the Work, plus (vi) the premium cost of all insurance, including without limitation comprehensive general liability insurance, general construction liability insurance, products and completed operations or other extended insurance, or other insurance acceptable to SFS, as SFS may elect to obtain with County's advance approval, whether directly or through another person or entity acting on SFS's behalf, as a consequence of SFS's engagement of the Architect and Contractor hereunder (referred to in this Section 10 as the "Additional Exposure Liability Insurance Coverage Insurance Premiums"). The Total Cost of the Work shall be subject to increase only as a consequence of Authorized Change Orders (as defined in this Section 10), to the extent such Authorized Change Orders actually increase the Total Cost of the Work; provided, however, that the County's obligations shall be limited to the New Improvements Budget. As between SFS and the County, SFS shall be solely responsible for any and all cost of the Work exceeding the New Improvements Budget. The Total Cost of the Work shall not include any other costs or fees whatsoever, including, without limitation, fees for construction, coordination, supervision or for review and approval of plans and specifications or proposed Change Orders by SFS or County, except as otherwise specifically set forth in this Agreement.

C. NEW IMPROVEMENTS – CONSTRUCTION.

1. Promptly following the execution of the Construction Contract and the issuance of all required approvals and permits, SFS shall cause the Contractor to commence the

Work and to diligently and continuously pursue the Work to Completion. The term "Completion" as used in this Section 10 shall mean the completion of the Work, as evidenced by the issuance of a temporary or final certificate of occupancy or completion, as applicable, and the completion of all "punch-list" items.

2. County will cooperate in good faith to assist Architect and Contractor in obtaining all permits required for the construction of the Work from all applicable governmental authorities.

3. There shall be no change to the Final Plans, except pursuant to an Authorized Change Order (as such term is defined below). SFS shall have the right to request changes in the Work. As used in this Section 10, an "Authorized Change Order" shall mean a written instrument initiated and prepared by SFS and signed by County if required herein (or deemed approved as set forth herein), SFS and the Architect stating their agreement upon all of the following: (i) the agreed change in the Work; and (ii) the extent of the adjustment in the Total Cost of the Work, if any. County shall have a period of ten (10) business days following receipt of a request to approve a Change Order within which to review and approve same. If County fails to respond within such ten (10) business day period after the receipt of the proposed Change Order, then such proposed Change Order shall be deemed approved provided, however, that in no event shall the County be obligated to pay any costs associated with Change Orders in the event such costs cause the Total Cost of the Work to exceed the New Improvements Budget without a separate written consent from the County identifying the additional funds to be provided. Such separate written consent shall not be deemed to have been provided by the County's failure to object to a Change Order. County shall not unreasonably withhold its consent to any proposed Change Order except the County shall have the absolute right to deny any Change Order request that would cause the New Improvement Budget to be exceeded unless SFS agrees to be solely responsible for the overage. County has the right to suggest Change Orders to SFS, and SFS agrees to consider each County request for a Change Order in good faith, provided that any Change Order proposed by County shall not have the effect of increasing the Total Cost of the Work, and to initiate an Authorized Change Order as set forth in this paragraph if SFS determines that such a Change Order is appropriate. Changes in the Total Cost of the Work due to an Authorized Change Order shall be limited to the actual net increase in the cost included in the definition of the Total Cost of the Work.

4. SFS and the County shall have the right to monitor the construction progress of the New Improvements at all times, provided that County shall not give direction, whether verbally or in writing or otherwise, to any Contractor, Architect or consultant engaged by SFS, except in an emergency situation. SFS understands that County shall procure a Program Manager to serve as its representative during the design and construction of the Project (provided that the cost therefor shall be reasonable therefor in light of the services provided by the Program Manager), provided the amount of reimbursement to the County for the Program Manager fees from the New Improvements Budget shall be the lesser of (a) 50% of the total amount paid to the Program Manager, and (b) \$100,000, and County shall be solely responsible for any additional payments to the Program Manager. SFS agrees to cooperate with the County and its Program

Manager, and use best efforts to create a spirit of harmony involving all companies providing services for the Project. The Program Manager shall have the opportunity to be included as a participant at all Project meetings, jobsite meetings and inspections, and shall have the opportunity to be included on all Project communications involving the Architect, Contractor and any authority having jurisdiction. All Project administration communications, necessary with the County, including disbursement requests and Change Order requests, shall be conducted through the Program Manager. Should Program Manager identify any work being performed in material deviation from the approved Final Plans, it shall immediately provide written notice to SFS and the County, with recommendations on remedying the non-compliance. If the non-compliance is not remedied within seven (7) days, County and SFS, through representatives possessing decision-making authority, shall meet promptly to discuss the issues and means of resolution.

5. In the event of any contractual dispute between the parties hereto that (i) occurs before Completion (as defined in this Section 10) of the New Improvements, and (ii) relates to the preparation and/or approval of the Conceptual Plans, Preliminary Plans, Final Plans, the Construction Work per the Final Plans, or any Change Order for any Phase of the Work, SFS and County shall attempt in good faith to agree to the resolution of the disagreement and/or the curative measures, if any, that are required to be undertaken, and if necessary will submit the dispute to non-binding mediation in an effort to resolve the dispute if the parties are unable to reach a resolution without outside intervention. If the parties are unable to resolve such dispute through non-binding mediation within 30 days of such dispute arising, then the dispute shall promptly be resolved by litigation pursuant to Section 39 of this Agreement.

6. The New Improvement Schedule, which shall be Exhibit "H" hereto, shall show:

(a) The anticipated time of commencement and completion of each of the various operations to be performed under this contract; and,

(b) The sequence and inter-relationship of each of these operations with the others and with those of other related contracts; and,

(c) The estimated time required for fabrication or delivery, or both, of all materials and equipment for the Work.

7. The New Improvement Schedule shall be revised by SFS as and when needed. SFS shall provide the County with written notice in the event that any revision as to the New Improvement Schedule changes the Required Completion Date (if and as that term or its equivalent is defined in the Contract).

8. Promptly after execution of this Agreement, the County shall deposit the entire amount of the funds that comprise the New Improvements Budget in an interest bearing account, in the name of the County, designated (and referred to in this Section 11) as the "New Improvement Account," and all interest thereon shall be added to the New Improvements Budget.

The County will issue bonds in an amount sufficient to generate \$55,000,000 of funding for the New Improvements Budget, as provided for in this Section 10. Notwithstanding any provision herein to the contrary, the County shall have no obligation to provide funds for the New Improvements Budget in excess of the \$55,000,000 provided with the proceeds of the County's New Improvement Bonds without the express written consent of the County identifying the additional funds provided.

9. County shall disburse funds from the New Improvement Account, as follows, provided that in no event shall County be responsible for disbursing funds in excess of the New Improvements Budget for the Total Cost of the Work:

(a) Within twenty (20) business days following SFS's delivery to County of an invoice for the Additional Exposure Liability Coverage Insurance Premiums with certification that payment is due in the requested amount, County shall pay to SFS the entire amount of such invoice;

(b) Within twenty (20) business days following SFS's delivery to County of an invoice from the Architect with respect to the Architect's Work with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of the Architect, the full amount of such invoice, which payment SFS will then forward to Architect within five (5) days of SFS's receipt thereof from County;

(c) Within twenty (20) business days following SFS's delivery to County of an invoice from the Contractor (which invoice shall reflect the applicable retainage), accompanied by the Required Documents (as such term is defined below) with certification that payment is due in the requested amount, County shall, following verification of entitlement and quantum due, pay to SFS, for the benefit of Contractor, the full amount of such invoice, which payment SFS will then forward to Contractor within five (5) days of SFS's receipt thereof from County. The term "Required Documents" referred to in this Section 11 means: (i) an affidavit from the Contractor certifying that the invoice is true and correct; (ii) a partial lien waiver from the Contractor for the full amount of the current invoice and partial lien waivers from all subcontractors, materialmen and others who have filed Notices to Owner with respect to all Work through the date of the prior invoice; (iii) a certificate from Architect stating that the portion of the Work described in such invoice has been completed in accordance with the Final Plans; and (iv) in connection with the final disbursement to the Contractor (A) a final lien waiver from the Contractor and from all subcontractors, materialmen and others who have filed Notices to Owner and (B) a final certificate of occupancy or a certificate of completion, as may be applicable;

(d) Within twenty (20) business days following SFS's delivery to County of any invoices from any consultants engaged by SFS and/or with respect to any other costs, expenses or liabilities incurred by SFS pursuant to or as described in Section 11(B)(9) of this Agreement previously approved and authorized by the County, County shall, following verification of entitlement and quantum due, pay to SFS the full amount of such invoices; and

(e) Upon Completion, to the extent that \$55,000,000.00 exceeds the Total Cost of the Work in connection with the New Improvements (with the amount of such excess hereafter referred to as the "Excess New Improvement Budget Funds"), the Excess New Improvement Budget Funds shall be added or devoted to the Additional Improvement Fund (as such term is defined in Section 5(A)).

(f) County shall have the right to review, verify, and audit if necessary, all requests for disbursements of any New Improvements Budget Funds, including invoices from the Architect and Contractor. SFS shall reasonably ensure that all requests for disbursements are sufficiently documented and accompanied by supporting invoices and time records, and in the case of Architect and Contractor, that they (i) maintain an "open book" project accounting practice, (ii) make all files and accounting records available for review and auditing upon reasonable request, and (iii) allow for backcharging for any erroneous billing, as these requirements relate to the New Improvements Budget.

**11. DIGNITARY SEATING.**

Prior to December 1 of each year, the County and SFS will cooperate and develop a dignitary seating arrangement that is reasonably acceptable to all the parties.

**12. FLORIDA STATE LEAGUE TEAM; GULF COAST LEAGUE TEAM.**

The parties acknowledge that the Club currently owns the St. Lucie Mets Florida State League team. This Agreement shall apply to the use of the facilities by the St. Lucie Mets and related operations during the Florida State League regular season and any post-season playoffs. In the event the Club terminates its ownership of a Florida State League team during the term of this Agreement, and does not either transfer ownership thereof to SFS, assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate in accordance with Section 24, or acquire ownership of or enter into a player development contract with another minor league team that will be scheduled to play its home games in the Stadium during the following Florida State League season, SFS shall notify the County as soon as practicable in advance of the beginning of the following Florida State League team season. In that event, the County may permit another Florida State League team to play its home games at the Stadium without the consent of SFS, provided that such minor league team's operations do not conflict with SFS's exclusive use of the Sports Complex from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement or with SFS's use of the Sports Complex for GCL Mets operations (if any), as set forth in Section 15(A) below. The term "St. Lucie Mets" as used herein refers to the current or any future minor league baseball team owned or operated by or affiliated with SFS or the Club that plays its home games at the Sports Complex (excluding the GCL Mets, as defined below). The term "Florida State League" as used herein refers to the Florida State League, any successor league thereto, or any other minor league to which the St. Lucie Mets belongs.



The parties acknowledge that Club currently owns a Gulf Coast League team. All of the terms and conditions of this Agreement shall apply to the use of the facilities by that team during the Term, including without limitation for the Gulf Coast League regular season and any post-season playoffs. The term "GCL Mets" as used herein refers to any future minor league baseball team owned or operated by or affiliated with SFS or the Club that is a member of the Gulf Coast League and will play its home games at the Sports Complex, if SFS or the Club, as may be applicable, so decides in its sole discretion. The term "Gulf Coast League" as used herein refers to the Gulf Coast League or to any successor league thereto.

Other than as provided in the first paragraph of this Section 12 (and subject to SFS's right to assign this Agreement as set forth in Section 24), the County agrees that it will not permit any Florida State League baseball club other than the St. Lucie Mets, or any Gulf Coast League baseball club other than the GCL Mets, to use the Sports Complex during the Term of this Agreement.

### 13. INDEMNITY AND INSURANCE.

#### A. SFS.

To the extent allowed by law, SFS agrees to indemnify and hold County harmless from and all claims for personal injury, death, or property damage and any other losses, damages, charges or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except to the extent such losses may be caused by the negligence or willful misconduct of the County, its agents or employees or by any acts or omissions of the Program Manager, Architect, Contractor or any of their respective employees, agents or subcontractors. SFS further agrees to undertake at its own expense the defense of any action brought against the County (with counsel subject to County's approval in its reasonable discretion), claiming damages arising out of, in connection with, or by reason of SFS's use of the Sports Complex by SFS, the Club or any affiliates, agents or successors of any of the foregoing or by reason of any acts or omissions in connection with any obligations which are the responsibility of SFS under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of the County, its agents or employees, the County agrees to reimburse SFS for the actual expenses, including attorneys' fees, incurred by SFS in defending the County. County agrees to cooperate in any defense by the SFS. The provisions of this paragraph shall survive the termination of this Agreement.

SFS shall maintain or cause to be maintained Comprehensive General Liability Insurance, including Property Damage and Personal Injury coverages, insuring against liability for damages or losses arising solely from the acts or omissions of SFS under this Agreement. Such policy shall name St. Lucie County as an additional insured. Limits of liability coverage to be not less than:

Bodily Injury Liability	\$5,000,000 each occurrence
Property Damage Liability	\$1,000,000 each occurrence

Or

Bodily Injury and Property Damage Liability	\$5,000,000 each occurrence, combined single limit
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SFS shall maintain or cause to be maintained in effect Workers Compensation Insurance as required by Florida Statutes, covering all employees of SFS, including employer's liability insurance, with limits of not less than \$100,000 per accident.

SFS shall furnish County, not later than ten (10) business days after SFS's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above with an insurer reasonably acceptable to the County.

**B. County.**

To the extent allowed by law, the County agrees to indemnify and hold SFS and its members and affiliates harmless from any and all claims for personal injury, death, or property damage and any other losses, damages, charges, or expenses, including attorneys' fees, which arise out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, including, without limitation, in connection with or related to the New Improvements, the Additional Improvements, and any other construction conducted by the County (itself or through contractors), except to the extent such losses may be caused by the negligence or willful misconduct of SFS, its agents or employees or by any acts or omissions of the Architect, Contractor or any of their respective employees, agents or subcontractors. County further agrees to undertake at its own expense the defense of any action brought against SFS (with counsel subject to SFS's approval in its reasonable discretion) claiming damages arising out of, in connection with, or by reason of the use of the Sports Complex by the County or by reason of any acts or omissions in connection with any obligations which are the responsibility of the County under this Agreement, except that in the event the claim is finally determined to have arisen due to the negligence or acts of SFS, its agents or employees, SFS agrees to reimburse the County for the actual expenses, including reasonable attorneys' fees, incurred by the County in defending SFS. SFS agrees to cooperate in any defense by the County. The provisions of this paragraph shall survive the termination of this Agreement.

In addition, the County agrees to procure and pay for and at all times during the term of this Agreement maintain fire and extended and "special form" coverage (including without limitation insurance from and against all losses, damages, claims and liabilities related to or arising from acts of terrorism) on all property, both real and personal, with replacement cost coverage limits of not less than the replacement cost of the Sports Complex (including, without limitation, all New Improvements and Additional Improvements while being constructed and when

completed) and also covering loss of income. The County is self-insured for general liability with statutory limits of \$200,000 per person/\$300,000 per incident pursuant to Section 768.28, Florida Statutes, and waives and has waived sovereign immunity to that extent. The insurance policies referenced above in this paragraph shall further name SFS and the Club as named insureds and shall provide a thirty (30) day notice of cancellation or non-renewal and a severability of interest endorsement.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

C. County warrants and represents that it is, and throughout the Term will remain, a member of and party to the Treasure Coast Risk Management Program ("TRICO," as set forth in the Revised TRICO Interlocal Agreement dated May 1, 1996) or such other pooled risk or self-insurance program acceptable to SFS in its reasonable discretion, and that SFS will be a beneficiary of all insurance and other protections available through the TRICO Risk Management Program (or such other accepted pooled risk or self-insurance program) including, without limitation, with respect to general liability, tort liability, loss or damage to property (e.g., the Sports Complex), and personal injury or death.

The County shall furnish SFS, not later than ten (10) business days after the County's execution of this Agreement, a Certificate of Insurance evidencing existence of the coverages required above and with an insurer reasonably acceptable to SFS.

D. County and SFS each do hereby and shall mutually release each other from liability and waive all rights of recovery against each other, for any loss or damage occasioned to County or SFS, as the case may be, from perils insured against, or required hereunder to be insured against, under their respective property insurance policies, whether due to negligence or any other cause. Any property insurance policy required herein covering loss, damage, or destruction by fire or other insured casualty, shall include a waiver of the insurer's rights of subrogation against the other party.

In the event a claim is filed against a party for operations that are covered by the provisions of this Agreement, the party agrees to notify the other party of the claim within ten (10) days after the party receives the claim.

14. **RESPONSIBILITIES OF PARTIES.**

The responsibilities of the parties shall be as follows:

A. **County.**

(1) County shall maintain proper HVAC systems and equipment in throughout the Sports Complex, and shall perform all maintenance thereof at County's sole cost and expense.

(2) County shall be responsible for providing and bearing the cost of an adequate number of qualified security personnel at the Sports Complex for Club major league spring training games and Florida State League games. The County shall be responsible for public order and safety in manner consistent with the County's practices under the Prior FUA, including the creation, establishment and implementation of security, safety and emergency plans and procedures and related contingency plans, all of which shall be in consultation with SFS and the Club. County shall be responsible for coordinating with all local, state and federal agencies to the extent appropriate, and for providing, at its expense, comprehensive training for all security personnel who work at the Sports Complex with respect to County's security, safety and emergency plans and procedures (which training shall occur at least once per year during the Term prior to the commencement of major league spring training, in consultation with SFS and the Club). County shall keep SFS and the Club fully informed with respect to its security, safety and emergency plans and procedures, and with respect to all training and coordination with local, state and federal agencies. County shall have the responsibility to eject persons from the Stadium or from the Sports Complex as necessary, including at the request of SFS; County shall consult with SFS before ejecting any persons from the Stadium during SFS Events except to the extent such consultation is impracticable in the event of an emergency.

(3) County shall be responsible for all utilities (excluding the Barwis facility and the Player Academy Spaces), including telephone (excluding long distance toll charges), heat, water and sewer, electricity, air conditioning, and appropriate night lighting.

(4) SFS and the County agree that the New Improvements shall, to the extent agreed upon by SFS and the County, maximize energy savings using "green" technology and equipment.

(5) In addition to the right to occupy the Sports Complex, SFS and its agents, employees, suppliers and other persons appropriate for SFS to enjoy the use of the Sports Complex premises as contemplated herein, shall have access, in common with others designated by the County, to such areas of the Sports Complex as necessary or appropriate to provide services or otherwise enjoy the use of the Sports Complex as contemplated herein, subject to customary and reasonable security precautions.

(6) If SFS contends that the County has failed to comply with a material obligation of the County pursuant to this Agreement with respect to the maintenance of the Sports Complex, and if as a result SFS contends that an Exigent Condition (as defined below) exists at the Sports Complex, then, in addition to any and all other remedies available to SFS, SFS shall be entitled to (a) take such measures as are strictly necessary to address the Exigent Condition, and (b) deduct the cost of such measures from the payments to be paid by SFS to the County pursuant to Section 6(A) of this Agreement, subject to the County's right to object to and contest such deduction by seeking judicial intervention, which right is expressly reserved. SFS shall not be entitled to deduct such cost unless, prior to addressing the Exigent Condition, (i) SFS provides written notice to the County identifying the Exigent Condition, the measures which SFS intends to take to address it, and the cost thereof, and (ii) the County fails to remedy the Exigent Condition

within a reasonable period of time following the delivery of such notice. "Exigent Condition" shall mean (x) any condition of any playing field that creates a potential substantial risk to participants in games and/or practices on the field, (y) any condition elsewhere within the Complex that creates a potential substantial health or safety risk to SFS's invitees at the Sports Complex, or (z) any condition that, if not promptly remedied, would result in the loss of substantial revenues generated at the Sports Complex.

**B. SFS.**

(1) SFS shall not in any manner, directly or indirectly, violate any laws, ordinances, rules or regulations of any federal, state, county, city or other governmental authority or agency in connection with the use and occupancy of the Sports Complex under the terms of this Agreement.

(2) SFS shall use and occupy the Sports Complex in a reasonably safe and careful manner and exercise reasonable care not to in any way mar, deface, or injure any part of the premises, ordinary wear and tear excepted. At the conclusion of this Agreement, SFS shall surrender the premises to the County in as good condition and repair as at the beginning of SFS's occupancy, except as to ordinary wear and tear and except as to damage by fire, other casualty, or the elements.

(3) Except with respect to the Telecommunication Equipment described below in Section 14(B)(5) and any property of SFS and as otherwise contemplated by this Agreement, SFS shall not make any material permanent or structural changes, improvements or alterations to the Sports Complex except as provided for in this Agreement without the written consent of County which shall not be unreasonably withheld, conditioned or delayed.

(4) At its expense, SFS is responsible for providing a sufficient number of ticket sellers and ushers during SFS Events.

(5) SFS shall be responsible for the installation and maintenance of any radio and television facilities and telephone systems that it deems necessary for its operations ("Telecommunication Equipment"). Prior to the installation of any such equipment, SFS shall submit plans for such installation to the County for approval, which approval may not be unreasonably withheld. Upon termination of this Agreement, SFS agrees to remove the Telecommunication Equipment and restore the premises to their prior condition. SFS may pass these costs on to parties other than County. The County has paid for the necessary utility lines to the areas designated for radio and TV facilities in the site plan and has had the lines stubbed at the required points. If further improvements are needed, those improvements shall be included in the New Improvements.

15. **OTHER USE OF PREMISES.**

A. SFS shall have sole and exclusive use of the Sports Complex, including the Stadium, from February through the beginning of the Florida State League season in April of each year during the Term of this Agreement (including any options). As long as SFS or its affiliates (including specifically the Club) own or operate or have a player development contract with a Florida State League team or other St. Lucie-based minor league team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Florida State League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. If SFS or its affiliates (including specifically the Club) continue to have or acquire ownership of or the right to operate or have a player development contract with a Gulf Coast League team, SFS shall have priority use of the Sports Complex for the benefit of such team during the entire Gulf Coast League season according to the Event Schedule set forth in Section 15(B) below, including, where applicable, post-season play. SFS shall have the exclusive use and control of those portions of the Sports Complex used for SFS Events, including without limitation the exclusive right to determine and implement the rules and policies that relate to the admission of patrons to those portions of the Sports Complex used for SFS Events.

B. Subject to the SFS's uses of the Sports Complex as set forth in Section 15(A) above, each year during the Term SFS shall provide the County with a preliminary schedule of its events on or about December 1, and thereafter a definitive schedule of SFS Events and County Events to be held at the Sports Complex (hereinafter, the "Event Schedule") shall be prepared as follows:

(i) First, all dates in the months of February through the beginning of the Florida State League (or other minor league to which a St. Lucie-based baseball team owned by or affiliated with Club belongs) season in April shall be reserved on the Event Schedule exclusively for New York Mets spring training and exhibition season activities;

(ii) Second, all dates for Florida State League home games, workouts and practices, all possible dates for Florida State League post-season or playoff games or other Florida State League events (including without limitation All-Star games and pre-season games), and all dates for New York Mets minor league spring training activities and instructional league play shall be added to the Event Schedule;

(iii) Third, all dates for GCL Mets home games, workouts and practices, and all possible dates for GCL post-season or playoff games or other Gulf Coast League events (including without limitation All-Star games and pre-season games);

(iv) Fourth, all dates for Mets Fantasy Camp games, workouts and practices;

(v) Fifth, after SFS informs County of the dates contemplated in subparagraphs (i), (ii), (iii) and (iv) above, SFS and County shall each be entitled to reserve the use of the Sports Complex on other dates during the year for other SFS Events and County Events, respectively, by providing a "New Event Notice" as described below, with the first to

obtain approval of a New Event Notice according to the procedures set forth below in this Section 15 for each such other proposed Event obtaining the right to use the Sports Complex for such Event.

C. Whenever a party desires to add an Event to the Event Schedule pursuant to Section 15(B)(iii), it shall give written notice ("New Event Notice") to the other party of its request to do so as soon as reasonably possible, but in no event later than ten (10) days prior to the date of the proposed Event. Each New Event Notice shall include a description of the proposed Event, including the nature, starting time and estimated duration thereof; the expected attendance thereat; the identity and experience of the promoters and organizers of the proposed Event, and their principals; a description of the financial assurances (e.g., bonds, security deposit) to be provided by the Event promoters or organizers; a description of any special safety, security, cleaning, maintenance, restoration or other services that will be obtained in connection with the proposed Event; and the approximate preparation and clean-up periods for the proposed Event.

The party receiving a New Event Notice shall notify the other party as soon as reasonably possible but in no event more than five days after its receipt of such New Event Notice, whether the receiving party objects to the proposed Event. If no written notice of objection is given within such five-day period, the Event shall be deemed approved. If notice of objection is given within such five-day period, the parties shall cooperate to determine what, if any, modifications to the proposed Event, or further assurances or services in connection therewith or therefore, would cause the objecting party to consent to the proposed Event. When any proposed new Event is approved by the other party (including by a failure to object), the Event shall be added to the Event Schedule. In the event of any unresolved dispute regarding whether an Event that is the subject of a New Event Notice and an objection should be put on the Event Schedule, SFS and County will submit the dispute to non-binding mediation, and if the parties are unable to resolve the dispute through non-binding mediation, then the dispute shall promptly be resolved pursuant to Section 39 of this Agreement on an expedited basis at the request of either party.

A proposed Event may not be added to the Event Schedule unless the scheduling thereof would be in compliance with each of the following criteria: (i) No more than one Event may be held at the Sports Complex per day without each party's consent, which either party may withhold in its sole and absolute discretion; (ii) Events shall be scheduled so as to allow reasonably sufficient preparation, clean-up and restoration periods between each Event, which shall be subject to the Maintenance Standard; (iii) No County Event may be scheduled to take place between January 16 and January 31 of each year during the term without SFS's consent, which consent may be withheld in its sole and absolute discretion; and (iv) the Event must be a specific planned Event (i.e., neither party may reserve a date on the Event Schedule on the basis that it intends to hold on such date a certain type of Event, as opposed to a specific Event).

In determining whether a party's objection to an Event proposed by the other party is reasonable, consideration shall be given to, among other things, whether the promoted or organizer of the Event: (i) is reasonably capable of producing the Event; (ii) will be providing reasonably adequate financial assurances (e.g., bonds, security deposit) to protect SFS's and County's

respective rights hereunder; and (iii) will be providing reasonably adequate safety, security, cleaning, maintenance and restoration services for the Event.

D. Nothing in this Agreement shall prevent the County from using the portions of the property described in Exhibit "B" that are not used for baseball facilities or in connection with SFS's use of such facilities, provided that such uses do not interfere with SFS's use of the Sports Complex or otherwise conflict with SFS's rights under this Agreement (including, without limitation, SFS's exclusive right to operate concessions at the Sports Complex during the Term). The County agrees that during the term of this Agreement, the County shall use or authorize others to use the remaining property described above only for community events, sports and recreational purposes. The County shall be responsible to repair or replace any portion of the facilities which are altered, damaged or otherwise affected by any non-SFS use.

E. Notwithstanding any other provision of this Agreement (except Section 12, solely with respect to Florida State League play) the County agrees that it will not permit any other Major or Minor League baseball club to use the Sports Complex during the term of this Agreement or any extension thereof without SFS's approval in advance in writing in its absolute discretion.

F. Any of the property described in Exhibit "B" that is not being used by the County or SFS may be used by the parties as additional unpaved parking provided that such use does not interfere with SFS's permitted use of the Sports Complex.

G. In the event of a declared federal, state or local emergency, the County may use the Sports Complex as a staging area for disaster preparations, response or other related uses ("Staging Uses"), provided that (i) the County will reimburse SFS for all costs incurred and revenue lost by SFS as a result of the Staging Uses and (ii) the County will use best efforts to minimize interference with SFS's operations at the Sports Complex and will immediately restore any resulting damage to the Stadium caused as a result of the Staging Uses. The parties further agree to cooperate in obtaining any federal or state funds that may be available for this purpose.

## 16. PUBLICITY AND PROMOTION.

A. The County will promote the New York Mets and the Club's St. Lucie-based minor league team(s), as well as the sale of home game tickets for such teams. County shall submit all promotional material to SFS for approval, which approval shall not be unreasonably withheld.

### **B. SFS Obligations.**

As additional consideration for the use of the Sports Complex SFS shall provide, or shall cause the Club to provide the County with the advertising services set forth in Exhibit "M" attached hereto during each year of the Term.



17. **ADDITIONAL COVENANTS OF SFS AND COUNTY.**

A. SFS shall use and occupy the premises solely for the purposes specified in this Agreement.

B. SFS shall pay all taxes or assessments on its operation as well as on goods, merchandise, fixtures, appliances, equipment and property owned by it and located in or about the Sports Complex. SFS shall have no obligation to pay any real estate or property taxes under any circumstance.

C. To the extent that SFS desires to acquire and construct facilities at the Sports Complex which are eligible under applicable state and federal laws to be financed through the issuance by the County, solely as a conduit issuer, of either taxable or tax-exempt revenue bonds, which bonds shall not be or constitute a debt or obligation of the County, the County will cooperate with SFS to the end that the County may be a conduit issuer of such bonds and, to the extent applicable, will give SFS priority for private activity volume cap; provided, that all reasonable costs and expenses incurred by the County in connection with the consideration and consummation of such financing, which shall be disclosed in advance and in writing by the County and subject to the approval of SFS, will be borne solely by SFS.

18. **DEFAULT; TERMINATION.**

A. If the property covered herein shall be deserted or vacated for an entire spring training season, unless such absence is due to a labor dispute or other causes beyond SFS's control, or proceedings are commenced against SFS in any Court under a bankruptcy act or for the appointment of a trustee or receiver of SFS's property either before or after the commencement of the Term, or if there shall be a default in the payment of any monies due hereunder for more than twenty (20) days after written notice of such default to SFS, or if there shall be default in the performance of any other material covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of SFS for more than twenty (20) days after written notice of such default by the County (or if such default is incapable of being cured within twenty (20) days, within such longer period of time as shall be reasonably required for such cure, unless SFS has taken no substantial steps to effect such cure within such period), then at the sole option of the County, this Agreement may be terminated by the County. In addition, the County may terminate this Agreement if (i) the New York Mets shall cease to be a franchise in a major league baseball league, (ii) during any spring training during the Term, Club schedules a majority of New York Mets spring training home games at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder, or (iii) during any Florida State League season, Club schedules a majority of the home games of the Club's Florida State League team at a facility other than the Sports Complex for reasons other than unavailability of the Sports Complex or any breach of County's obligations hereunder. In the event the County terminates this Agreement for the reasons set forth above in this paragraph, the County shall have the right to re-enter or repossess the property during the period of SFS's right to use thereof, either by summary proceedings, surrender or otherwise other than force, and

dispossess and remove therefrom SFS, or other occupants thereof, without being liable for any prosecution therefore. Should the County reasonably incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court costs (at the lower court and appellate levels), and County prevails in such legal action, said expenses shall be reimbursed to the County by SFS.

B. SFS shall have the right, at any time and at its sole option, to terminate this Agreement and all of its obligations hereunder upon written notice to County (the "Termination Notice") provided by SFS on or before March 31 of any year during the Term, which notice shall terminate the Agreement effective as of December 31 of that calendar year. In the event of termination pursuant to this provision, as the County's sole remedy against any person relating to such termination of this Agreement County will accept (i) a series of payments for outstanding amounts remaining on Refunding Bonds as set forth in Section 37, and (ii) a series of semi-annual payments tied to the County's schedule of debt service payments in connection with the New Improvement Bonds, which New Debt Service Schedule shall be incorporated into this Agreement as Exhibit "T" hereto upon issuance of the New Improvement Bonds (which includes State Development Funds (as defined below) that will be used by the County to pay the debt service on the New Improvement Bonds). Such payments in connection with the New Improvement Bonds, referred to herein as the "Debt Service Payments," shall be made by SFS to the County on each "Period Ending" date referenced in the first column of Exhibit "T" hereto that follows the effective date of the termination of this Agreement. The amount of the Debt Service Payment due on each such post-termination "Period Ending" date shall be an amount equal to the "Total Debt Service Payment" in the last column of Exhibit "T" hereto corresponding to the "Period Ending" date in question, provided, that in the event it is determined by the County's bond counsel that the acceptance of such payments by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds that are issued on a tax-exempt basis, SFS shall either (i) pay to the County the amount necessary to offset the change in tax status to the holders of the tax-exempt New Improvement Bonds, which may be retroactive to the date of issuance of the New Improvement Bonds, or (ii) provide funding to the County sufficient to prepay in full said tax-exempt New Improvement Bonds at the earliest permitted call date, plus all interest and principal due and owing through that date of redemption. Upon request, the County will inform SFS whether its bond counsel believes that acceptance of the payments set forth in this section by the County will adversely affect the tax-exempt status on any of the New Improvement Bonds.

The parties agree that these respective amounts constitute reasonable and just compensation for such termination by SFS, and SFS hereby promises to pay to County, and the County hereby agrees to accept, the appropriate payment amount described above as liquidated damages, and not as a penalty, and as its sole and exclusive remedy related to the termination of this Agreement by SFS, and County waives all other rights and remedies in connection therewith.

If the property covered herein shall be deserted or vacated by the County either before or after the commencement of the term of this Agreement, or if there shall be a default in the payment of any monies due hereunder by the County for more than twenty (20) days after written notice of such default to the County, or if there shall be a material default in the performance of any other

covenant, agreement, condition, rule or regulation herein contained or hereafter established, on the part of the County for more than twenty (20) days after written notice of such default by SFS, then at the sole option of SFS, this Agreement may be terminated by SFS. Should SFS incur expenses in enforcing its rights hereunder, specifically including attorneys' fees and court cost (at the lower and appellate levels), and SFS prevails in such legal action said expenses shall be borne by the County.

In the event SFS terminates this Agreement, SFS shall immediately vacate the Sports Complex, but reserves the right to seek damages and any or all other remedies caused by any default or breach of this Agreement by County.

19. **DAMAGE OR DESTRUCTION.**

In the event of the damage or destruction of the property described in Exhibit "B" or any of the structures (including the Stadium) or improvements located thereon by fire or other casualty, there shall be an obligation on the part of the County to use the insurance proceeds for the purpose of rebuilding such facilities. The County shall be responsible for providing the funds necessary to rebuild the facilities in the event the proceeds from the insurance referenced in Section 13(B) above are not sufficient to cover the cost of such rebuilding.

County shall complete the reconstruction and repair of the Sports Complex following any such damage or destruction, as soon as reasonably possible, and in any event within two hundred seventy (270) days following the occasion of such damage or destruction. Within thirty (30) days following the occasion of such damage or destruction, County shall provide SFS with County's architect's and/or engineer's reasonable estimate of the time required for the reconstruction and/or repair of same. In the event that the estimate shall reflect that more than two hundred seventy days shall be required for the repair and/or reconstruction, SFS shall have the right to terminate this Agreement by written notice to County, within thirty (30) days thereafter. Further, if in fact the reconstruction and repair shall not be completed within two hundred seventy (270) days (or such longer time to which SFS may agree), SFS shall have the right to terminate this Agreement by written notice to County within thirty (30) days following the end of such two hundred seventy day (or longer, as the case may be) period.

During the repair and/or reconstruction of the damage or destruction to the Sports Complex, until same shall be completed, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such damage or destruction shall interfere with the use by SFS of the Sports Complex as contemplated hereunder.

20. **EMINENT DOMAIN.**

In the event that any portion of the premises should be taken by the exercise of the right of eminent domain so as to materially affect SFS's operations, SFS may terminate this Agreement as of the date of taking. In the event that SFS does not terminate this Agreement as a result of any taking, following any such taking SFS's obligations and liabilities hereunder shall be proportionately adjusted, on an equitable basis, to the extent that such taking shall damage or

otherwise materially adversely affect the use by SFS of the Sports Complex as contemplated herein. All proceeds for such taking shall be paid to the County or SFS as their interests may appear, provided that the foregoing shall not preclude SFS from pursuing a separate award for damages to SFS's furnishings, fixtures and equipment, moving expenses and any other losses relating to SFS's business permitted by law to be recovered, including, without limitation, the loss of SFS's leasehold.

21. **FAMILIARITY WITH BONDS.**

Anything else in this Agreement to the contrary notwithstanding, SFS acknowledges that County is or will be bound to the holders of certain bonds which relate to the Sports Complex. SFS agrees to cooperate reasonably with the County to maintain the tax-exempt status of the bonds, provided, however, that such cooperation shall not entail material modification of the terms and conditions of this Agreement nor cause SFS or any affiliate to incur any cost or expense in connection therewith.

22. **NON-DISCRIMINATION.**

SFS, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, national origin or sex shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in the use of the facilities excluding uniformed baseball personnel. The terms of this Section shall be binding upon SFS's successors in interest and assigns.

23. **CONFLICT OF INTEREST.**

The County hereby represents and warrants that neither it nor any of its directors, officers, members, partners, officials, representatives, or employees has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance of rendering of the services herein provided. The County further represents and warrants that in the performance of this Agreement no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the County of St. Lucie nor any person whose salary is payable, in whole or part, from the County Treasury, shall participate in any decision relating to this Agreement which affects his/her personal interest or the interest of any corporations, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this Agreement or in the proceeds thereof.

24. **ASSIGNMENT; SUBLEASES AND LICENSES.**

SFS may assign any or all of its rights and obligations pursuant to this Agreement to any entity that owns and operates the New York Mets franchise, and may assign any or all of its rights and obligations with respect to use of the Sports Complex for minor league operations to any entity that owns the Florida State League affiliate (or, if applicable, the Gulf Coast League affiliate) of

the New York Mets. Should Club sell its Major League Baseball franchise during the term of this Agreement, SFS shall make a good faith effort to assign its rights and delegate its duties under this Agreement to the entity that acquires such franchise. Subject to the approval of the County, which approval may not be unreasonably withheld, conditioned or delayed, SFS may assign all of its rights and obligations pursuant to this Agreement to an owner or operator of another Major League Baseball club. Upon SFS's assignment of this Agreement and all of its rights and obligations hereunder, all of SFS's duties and obligations under this Agreement shall terminate and cease to be of any further force or effect as of the effective date of the assignment and the County shall look solely to the assignee for performance of the duties and obligations under this Agreement thereafter. Except as expressly set forth above in this Section, no party may assign its rights or obligations under this Agreement without the written consent of the other party. Notwithstanding the foregoing, SFS shall have the right to enter into subleases and/or licenses with third parties with respect to any of its rights and obligations hereunder with the consent of the County, which consent shall not be unreasonably withheld, except SFS may not, without County's prior consent, sublease or license the use of any portion of the Sports Complex to any Major League Baseball team other than the Club or to any other entity if such sublease or license would cause cost or expense to the County beyond those that County would otherwise incur from SFS's Permitted Uses under this Agreement, provided that the County shall not withhold such consent if SFS and/or the proposed sublessee agrees to pay any such additional costs and expenses.

25. **ENTIRE AGREEMENT.**

This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other written or oral negotiations, understandings and representations (if any) made by and between such parties.

26. **AMENDMENTS.**

The provisions of this Agreement may not be amended, supplemented, waived or changed orally, but only in a writing signed by the parties hereto and making specific reference to this Agreement. In addition, this Agreement may not be amended without MLB Approval (as that term is defined in Section 40 of this Agreement).

27. **FURTHER ASSURANCES.**

The parties hereby agree from time to time to reasonably execute and deliver such further and other transfers, assignment and documents and reasonably do all matters and things which may be convenient or necessary to more effectively and completely carry out the terms of this Agreement.

28. **BINDING EFFECT.**

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

29. **NOTICES.**

All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including facsimile communication but excluding e-mail) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service (with acknowledgment of receipt), telecommunicated (including by fax), or mailed by registered or certified mail (postage prepaid), return receipt requested, addressed to:

**AS TO COUNTY:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-2130  
Facsimile: (772) 462-1648

**With a copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 33482  
Telephone: (772) 462-1420  
Facsimile: (772) 462-1440

**AS TO SFS:**

Sterling Facility Services, L.L.C.  
Attn: Paul Taglieri, Vice President  
527 NW Peacock Boulevard  
Port St. Lucie, FL 34986  
Telephone: (772) 871-2121  
Facsimile: (772) 878-9802

**With a copy to:**

Sterling Facility Services, L.L.C.  
Attn: David Cohen, Vice President  
Citi Field, 120-01 Roosevelt Avenue  
Flushing, New York 11368  
Telephone: (718) 565-4397  
Facsimile: (718) 335-8066

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date telecommunicated if by facsimile device, and (c) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

30. **HEADINGS.**

The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

31. **PRONOUNS.**

In this Agreement, the use of any gender shall be deemed to include both genders, and the use of the singular shall include the plural, wherever it appears appropriate from the context.

32. **SURVIVAL.**

No covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the termination of this Agreement except as expressly stated herein. In addition to the survival of specific Sections of this Agreement as expressly stated in such Sections, the terms of Sections 9(C), 13, 29 and 36 of this Agreement shall survive the termination of this Agreement.

33. **WAIVERS.**

The failure or delay of any party prior to a period which would constitute laches at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any known right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

34. **FORCE MAJEURE.**

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control ("Force Majeure Events") including, without limitation, strikes, lockouts, or other industrial disturbances (but excluding Major League Baseball strikes and lockouts); fires; unusual climatic conditions such as hurricanes, floods, tornados and the like; acts of God; or acts of a public enemy, war, police action, terrorism and the like. The party unable to perform as a result of a Force Majeure Event shall promptly notify the other of the beginning and ending of each such period. During the period of any Force Majeure Event, until same shall be concluded, all of the obligations and responsibilities of SFS hereunder shall be abated on an equitable basis, to the extent that such Force Majeure Event shall interfere with the use by SFS of the Sports Complex as contemplated hereunder. If any period of a Force Majeure Event prevents SFS from using the Sports Complex in the manner contemplated herein for all or a substantial part of any Major League Baseball Spring Training season or Florida State League season (or, if applicable, a Gulf Coast League season) and SFS does not receive satisfactory assurances from the County that a Force Majeure Event will not prevent SFS's use of the Sports Complex as contemplated in this Agreement for a substantial part of the following Major League Baseball Spring Training season, SFS shall have the right to terminate this Agreement upon sixty (60) days written notice to the County.

35. **GOVERNING LAW.**

This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, applicable to agreements wholly negotiated, executed and to be performed in that state, without regard to principles of conflicts or choice of laws.

36. **SECTION 288.11631, FLORIDA STATUTES.**

A. Section 288.11631, Florida Statutes is intended to provide a process for the retention of spring training baseball franchises within the State of Florida (the "State") that are funded with State incentive funding. SFS and the County acknowledge that the amount of State incentive funding provided by the State for the Sports Complex is based on the continual use of the Sports Complex by a spring training baseball franchise for the entire length of the Term.

B. The County will submit an application to the Florida Department of Economic Opportunity for Twenty million dollars (\$20,000,000.00) in funding assistance for the New Improvements that are described in the Facilities Use Agreement. In connection with this application and as a condition of any award of funding under Section 288.11631, Florida Statutes, SFS must agree to reimburse the State of Florida for the funds expended by the County for the New Improvements that the County received from the State of Florida if the Club relocates before the term of the Facilities Use Agreement expires.

C. SFS covenants and agrees with the County that if the County terminates this Agreement pursuant to its rights under Section 18(A), or if SFS terminates this Agreement pursuant to its rights under Section 18(B) for any reason other than a breach of this Agreement by the County, then SFS shall reimburse the State for the total amount of distributions actually paid from the date of such termination through the final maturity of the New Improvement Bonds (the "State Development Funds"). Repayment to the State shall not discharge SFS from any other obligations set forth in this Facilities Use Agreement.

D. The Parties agree that if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County, SFS will promptly notify the applicable agency of the State of Florida that has been charged with administrative oversight and enforcement of the State Development Funds (the "Agency") of the circumstances for such termination, and SFS will not have any obligation to repay either the County or the State for any State Development Funds in connection with such SFS termination. The County shall hold SFS harmless from any assertion or claim by the State that the State Development Funds shall be repayable to the State by SFS if SFS terminates this Agreement pursuant to its termination rights under Section 19(B) following a breach by the County.

E. The State of Florida is a third party beneficiary of this Facilities Use Agreement as to the obligations imposed by Section 36. The State shall have: 1) Standing to seek and complete



performance of the obligations in this Section in law or equity and 2) Standing to initiate and/or defend an action at law or equity relating to obligations.

37. **2011 BONDS.**

The County will refund the existing 2011 Improvement Bonds (as defined in Section 5(K) of the Prior FUA) on or around November 1, 2016 (the "Refunding Bonds"). The new Refunding Bonds shall have the same remaining term as the 2011 Improvement Bonds. In addition to the Base Rent payments and Additional Rent payments made by SFS pursuant to Section 6(A), SFS will make additional payments to the County, such payments being equal to the amounts set forth in the last (Total Debt Service Payment) column of Exhibit "J" on the dates indicated in the first (Period Ending) column of Exhibit "J" that follow commencement of the Term of this Agreement, or in the alternative, if SFS elects, such payments being equal to the amounts and on the dates set forth in the debt services schedule for the Refunding Bonds.

38. **AGREEMENT RUNS WITH LAND.**

This Agreement is intended to run with the land and shall be binding upon all of the County's successors and assigns. SFS and County shall enter into a short form Memorandum of this Agreement which shall be recorded in the Public Records of St. Lucie County, Florida. This Agreement is not revocable by County and is not terminable by County except as expressly set forth herein.

39. **DISPUTE RESOLUTION.**

All disputes arising from or related to this Agreement whether the action is brought in contract, tort, statutory claim or any other theory of liability, shall be subject to litigation as the final mode of dispute resolution. Exclusive venue for litigation of any disputes rests exclusively in the Circuit Court for St. Lucie County, Florida. As an express condition precedent to litigation all litigation shall be subject to non-binding mediation to be conducted within ninety (90) days of the dispute arising. The parties shall mutually select a qualified mediator, and failing accord, a mediator shall be appointed by the American Arbitration Association and mediation shall be conducted in accordance with its rules, costs and fees to be split equally by the parties.

40. **SUBSERVIENCE.**

A. Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by SFS hereunder shall in all respects be subordinate to the MLB Rules and Regulations and the Minor League Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations or the Minor League Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. The territory within which County is granted rights is limited to, and nothing herein shall be construed as conferring on County rights in areas outside of, the Spring Training territory of the New York Mets as established and amended from time to time. No rights,

exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

B. The following defined terms apply to this Section 40:

“Major League Baseball” or “MLB” means, depending on the context, any or all of (a) the BOC, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (b) the Major League Clubs acting collectively.

“Major League Baseball Club” or “Major League Club” means any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

“Major League Constitution” means the Major League Constitution as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Baseball Clubs..

“MLB Approval” means, with respect to the Major League Baseball Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

“MLB Entity” means each of the BOC, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

“MLB Governing Documents” means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, on behalf of the National Association (the “Professional Baseball Agreement”), (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the BOC (and the Operating Guidelines related thereto).

“MLB Rules and Regulations” means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB

Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

“BOC” means the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

“Commissioner” means the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

“Minor League Rules and Regulations” means (a) the National Association Agreement and the Constitution and Bylaws of each Minor League as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into, and (b) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, each Minor League or the National Association as in effect from time to time.

“National Association” shall have the meaning ascribed to it in the Professional Baseball Agreement.

“National Association Agreement” means the Constitution and By-Laws of the National Association.

“Minor League” shall mean each Minor League (as that term is defined in the Major League Rules) of which a Minor League Club (as that term is defined in the Major League Rules) that plays its home games at the Sports Complex is a member or to which such a Minor League Club otherwise belongs.

“Person” means any individual, corporation, partnership, association, limited liability company, joint venture, trust, estate, joint stock company or other similar organization, government or political subdivision thereof, or any other person or entity, including, without limitation, the Major League Baseball Clubs, the Commissioner, the BOC, and each other MLB Entity.

#### **41. PUBLIC RECORDS RETENTION**

SFS shall comply with the requirements of Section 119.0701 of the Florida Statutes with respect to all services provided to County under this Agreement, including but not limited to the following:

1. Keep and maintain public records required by the County to perform the services.

in possession of the contractor or keep and maintain public records required by the County to perform the service. If SFS transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. SFS keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the County.

**IF SFS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 462-1441, bellamys@stlucieco.org, COUNTY ATTORNEY'S OFFICE, 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982.**

**IN WITNESS WHEREOF**, the parties have executed and delivered this Agreement on dates so indicated, as follows.

**ATTEST:**

\_\_\_\_\_  
**DEPUTY CLERK**



**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

BY: \_\_\_\_\_  
**CHAIRMAN**

Date signed: January 24, 2017

**APPROVED AS TO FORM AND  
CORRECTNESS:**

BY: \_\_\_\_\_  
**COUNTY ATTORNEY**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
**Witnesses**

**STERLING FACILITY SERVICES, L.L.C.,  
a New York limited liability company**

BY: \_\_\_\_\_

Name: Paul Taglieri

Title: Vice President

Date signed: January 24, 2017

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24 day of JANUARY 2017, by Chris Dzadovsky as SLC BOCC Chairman of St. Lucie County



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 24 day of January 2017, by Paul Taglieri, as Vice President of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.



[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Personally known  OR Produced  
Identification \_\_\_\_\_

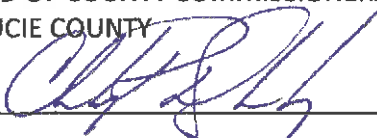
## TABLE OF EXHIBITS

<u>Exhibit A</u>	<u>Stadium and Related Training Facilities</u>
<u>Exhibit B</u>	<u>Description of Real Property on Which Sports Complex Resides</u>
<u>Exhibit C</u>	<u>County Contributions to Additional Improvements Fund</u>
<u>Exhibit D</u>	<u>Description of the New Improvements</u>
<u>Exhibit E</u>	<u>Architect's Contract Requirements</u>
<u>Exhibit F</u>	<u>Final Plans and Specifications</u>
<u>Exhibit G</u>	<u>Contractor's Contract Requirements</u>
<u>Exhibit H</u>	<u>New Improvement Schedule</u>
<u>Exhibit I</u>	<u>New Debt Service Schedule</u>
<u>Exhibit J</u>	<u>2011 Debt Service Schedule</u>
<u>Exhibit K</u>	<u>Club and County office facilities</u>
<u>Exhibit L</u>	<u>Maintenance Specifications</u>
<u>Exhibit M</u>	<u>County Advertisements</u>
<u>Exhibit N</u>	<u>Business Parking Area</u>
<u>Exhibit O</u>	<u>Process For Awarding Subcontracts</u>



EXHIBIT "A" ACKNOWLEDGED AND APPROVED:

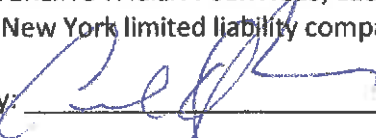
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzado

Title: Chairman

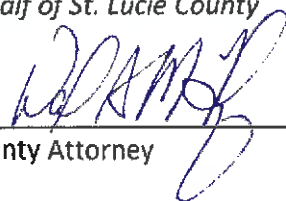
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney



**EXHIBIT B**

**DESCRIPTION OF  
REAL PROPERTY ON WHICH SPORTS COMPLEX RESIDES**

**LEGAL DESCRIPTION OF STADIUM PARCEL PROVIDED BY COUNTY**


A Parcel of land lying in sections 23 and 26, Township 36 South, Range 39 East, St. Lucie County, Florida, particularly described as follows (the "Land"):


Commence at the Northeast corner of Section 24, Township 36 South, Range 39 East; thence run North 89°44'41" West along the North line of said Section 24 a distance of 5282.95 feet to the Northwest corner of said Section 24; thence run Southeasterly along the arc of a curve, concave to the Northeast, with radius of 1273.24 feet, and central angle of 31°40'04", and chord bearing of South 15°49'29" East a distance of 703.73 feet to a point of tangency; thence run South 31°39'31" East a distance of 314.70 feet to a point of curvature; thence run Southeasterly along the arc of a curve, concave to the Southwest, with radius of 1096.22 feet and central angle of 28°35'55" a distance of 547.17 feet to a point of tangency; thence run South 03°03'36" East a distance of 292.82 feet; thence run South 86°56'24" West a distance of 638.79 feet to a point of curvature; thence run Southwesterly, along the arc of a curve, concave to the Southeast, with radius of 2864.79 feet and central angle of 47°43'22" a distance of 2386.14 feet; thence run South 50°46'58" East a distance of 60.00 feet to the point of beginning; thence run South 50°25'05" East a distance of 982.20 feet; thence run South 29°08'31" East a distance of 1077.84 feet; thence run South 03°20'05" East a distance of 1328.73 feet; thence run Westerly along the arc of a curve, concave to the Southwest with a radius of 3858.28 feet and Central angle of 17°44'58" a distance of 1195.24 feet to a point of tangency; thence run South 81°00'24" West a distance of 624.60 feet to a point of curvature; thence run Northwesterly along the arc of a curve, concave to the Northeast, with radius of 25.00 feet and Central angle of 90°00'00" a distance of 39.27 feet to a point of tangency; thence run North 08°59'36" West a distance of 770.72 feet to a point of curvature; thence run Northeasterly along the arc of a curve, concave to the Southeast, with radius of 2804.79 feet and central angle of 48°12'38" a distance of 2360.04 feet to the point of beginning. Containing 100.00 acres.

EXHIBIT "B" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: Chris Dzadzovsky  
Title: Chairman

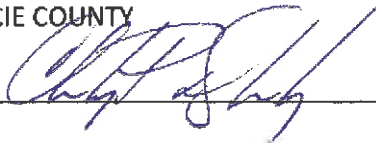
By:   
Print Name: Paul Taglieri  
Title: Vice President

**EXHIBIT C**  
**County Contributions to Additional Improvements Fund**

<b>Year</b>	<b>Amount</b>
1 through 4	\$0
5	\$1,000,000
6 and 7	\$200,000 each year
8 and 9	\$250,000 each year
10	\$1,000,000
11 through 14	\$300,000 each year
15	\$1,500,000
16 through 19	\$300,000
20	\$2,000,000
21 through 24	\$300,000 each year
25	\$0
<b>Total</b>	<b>\$10,000,000</b>

EXHIBIT "C" ACKNOWLEDGED AND APPROVED:

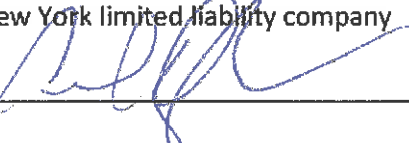
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzadoovsky

Title: Chairman

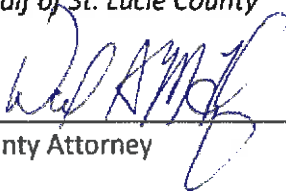
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney

**EXHIBIT D**

**DESCRIPTION OF THE NEW IMPROVEMENTS**

**Training Facilities:**

- New full-size practice field with artificial turf
- New specialty training fields
- Upgraded batting cages
- Upgraded Minor League clubhouse facilities

**Stadium Renovation:**

- Expanded Main Concourse with outfield walkway (360-degree connection)
- Expanded and upgraded vertical circulation
- New Main Concourse concession stands and restrooms
- Renovated Home and Visiting Team clubhouses
- Renovated support facilities including commissary, ticketing offices, and team store

**Additional Upgrades:**

- Renovated fan and player walkways throughout the Complex
- Improvements to landscaping, wayfinding signage, and graphics
- Mets player academy facilities consisting of dormitories, a cafeteria and an auditorium
- Additional playing fields for youth baseball and softball
- Upgrade elevator mechanical equipment as identified in the design phase
- Asphalt parking resurfacing/stripping
- Various roof replacement/repair as identified in the design phase
- Washer/Dryer replacement @ 5 each
- Safety railings for aisles
- Seat replacement for those seats needing replacement
- HVAC for existing facility and new expansion as determined in the design phase
- Ice machine and cooler replacements (all)

The New Improvements Budget shall be used to fund the New Improvements only and for no other purpose (except as provided herein). The New Improvements will also include other improvements to the Sports Complex that are mutually agreed upon by the parties.

**EXHIBIT "D" ACKNOWLEDGED AND APPROVED:**

**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY**

By: 

Print Name: Chris Deadorovsky

Title: Chairman

**STERLING FACILITY SERVICES, L.L.C.**

By: 

Print Name: Paul Taglieri

Title: Vice President

## EXHIBIT E

### ARCHITECT'S ADDITIONAL CONTRACT REQUIREMENTS

The Architect's Contract shall, *inter alia*, contain terms and conditions with generally the same substance as the following paragraphs:

Periodically during the construction process, at such times as reasonably determined by SFS and County, the Architect will observe the conduct of construction of the New Improvements and notify County and SFS in writing of observed deficiencies in the Work being performed and deemed completed (including deficiencies which preclude the Work being deemed completed), notify the County and SFS of any item not in strict accordance with the final plans, and otherwise create a punchlist of minor finishing and adjustment in any other items which the Contractor has not finally completed in strict accordance with the final plans. Failure to include an item on the punchlist will not diminish the responsibility of the Contractor to complete the work in accordance with the final plans.

The Architect will perform, and ensure its subconsultants perform, all services in accordance with the professional standard of care governing architects working on projects of the same scale and complexity, in the same geographic market, as the New Improvements.

The Architect will monitor and observe the construction of the Work in order to ensure that the Work is constructed in accordance with the final plans and on schedule. The Architect will, to the extent requested by SFS, conduct regular meetings with SFS and with the County or its designee and other appropriate parties to assist SFS in verifying that all Work is being performed according to the Final Plans and any authorized change orders. The Architect will prepare meeting minutes after such meeting and submit same to the County and SFS, regarding the status of construction, including any material variance from the Final Plans and/or schedule of which Architect is aware.

The Architect's Contract shall also require the Architect to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$5 million per occurrence/\$5 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to,

exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.

- iii. Products and Completed Operations in the minimum amount of \$5,000,000.00.

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5million annual aggregate.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:

Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 days

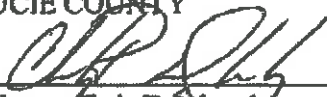
SFS shall negotiate a contract with the selected Architect with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form that generally accords with

AIA Document B101 Contract and A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).




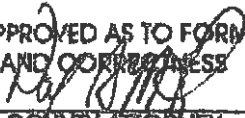
EXHIBIT "E" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: PAUL TAGLIERI  
Title: VICE PRESIDENT

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

## EXHIBIT G

### CONTRACTOR'S ADDITIONAL CONTRACT REQUIREMENTS

The Contract between SFS and the Contractor shall, *inter alia*, contain terms and conditions with generally the same substance as the following two paragraphs:

The Work will, as of the completion of same, be constructed and installed in a good and workmanlike manner, in material conformity with the final plans and specifications, and in accordance with applicable federal, state and local laws, ordinances and building and zoning codes and requirements of all public authorities. In addition, the Work will be constructed by and under the supervision and control of a Florida licensed general contractor; the Contractor shall achieve completion of the Work on or before the required completion date, subject to force majeure events, with a reasonable liquidated damages clause for inexcusable delays; and the Contractor will cause the Work to be completed for a cost that shall not exceed the fixed contract price, subject only to increases due to authorized change orders.

All warranties for the Work, including manufacturer and sub-trade warranties, shall jointly be issued to and for the benefit of, SFS and County. SFS will be entitled to enforce all warranties from all contractors and manufacturers on behalf of SFS to the extent such warranties are not fully in favor of the County. Without cost to SFS, the Contractor will repair, replace, restore or rebuild any work included in the Work to the extent that such Work contains defects in materials or workmanship or to which damage has occurred because of such defects.

The Contract between SFS and the Contractor shall also require the Contractor to procure a policy or policies of insurance that relate to the Work at least as favorable to SFS and the County as the following (subject to acceptable policy exclusions, conditions and terms such as aggregates and deductibles):

a) Commercial General Liability (CGL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of CGL coverage must be a total of \$10 million per occurrence/\$10 million annual aggregate.
- ii. The CGL shall not include any exclusion for liability resulting from operations performed by subcontractors, including, but not limited to, exclusions for damage to work performed by subcontractors such as, or similar to, ISO Exclusion CG 22 94 or Exclusion 22 95.
- iii. Products and Completed Operations in the minimum amount of \$10,000,000.00.

iv. Required limits of coverage may be satisfied in conjunction with an excess policy

b) Professional Liability (PL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of PL coverage must be \$5 million per claim/\$5 million annual aggregate.
- ii. The PL requirement is mandatory for contracts where the delivery method is Construction Management at Risk, or where the Contract requires Preconstruction Services to be performed by Contractor; the PL requirement is discretionary if any other delivery method is employed.

c) Automobile Liability (AL)

- i. The minimum limit (inclusive of any amount provided by an umbrella or excess policy) of AL coverage must be \$5 million per accident.
- ii. Coverage shall include all owned, non-owned and hired autos used in connection with the Project.

d) Worker's Compensation/Employer's Liability (WC/EL)

- i. Coverage shall be no more restrictive than that provided by the standard Workers Compensation And Employers Liability Insurance Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Law, where appropriate, coverage is to be included for the Federal Employer's Liability Act, and any other applicable Federal or State law.
- ii. The minimum amount of coverage shall be:


Part One:	"Statutory"
Part Two:	\$500,000,000 Each Accident
	\$500,000 Disease - Each Employee
	\$500,000 Disease - Policy Limit

e) Notice of Cancellation (All Coverages) – 30 Days


SFS shall negotiate a contract with the selected Contractor with terms that are fair, competitive and reasonable, incorporating and addressing all applicable requirements of the Facilities Use Agreement and Exhibits, using a base contract form with the AIA Document applicable to the chosen delivery method and basis of compensation, including the A201 General Conditions (modified for Florida law, and deleting waivers of consequential damages if commercially reasonable).

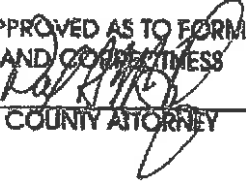
EXHIBIT "G" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: Paul Taglieri  
Title: Vice President

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

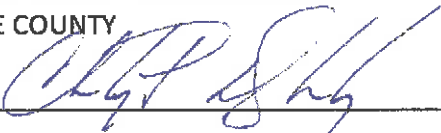
**EXHIBIT J**  
**2011 DEBT SERVICE SCHEDULE**

<b>Period Ending</b>	<b>Series 2011B Debt Service (refinanced 2003C)</b>	<b>Series 2011A Debt Service (refinanced 2003)</b>	<b>Series 2011A Debt Service ("New Money")</b>	<b>Total Debt Service Payment</b>
5/1/2012	\$28,324.41	\$44,520.12	\$34,835.45	\$107,779.98
11/1/2012	\$119,163.00	\$267,979.25	\$209,802.75	\$596,945.00
5/1/2013	\$22,590.75	\$35,253.75	\$27,669.75	\$85,514.25
11/1/2013	\$127,590.75	\$275,253.75	\$217,669.75	\$620,514.25
5/1/2014	\$20,853.00	\$32,409.75	\$25,418.25	\$78,681.00
11/1/2014	\$130,853.00	\$277,409.75	\$220,418.25	\$628,681.00
5/1/2015	\$19,032.50	\$29,506.50	\$23,107.50	\$71,646.50
11/1/2015	\$129,032.50	\$279,506.50	\$223,107.50	\$631,646.50
5/1/2016	\$17,212.00	\$26,544.00	\$20,737.50	\$64,493.50
11/1/2016	\$132,212.00	\$281,544.00	\$220,737.50	\$634,493.50
5/1/2017	\$15,308.75	\$23,522.25	\$18,367.50	\$57,198.50
11/1/2017	\$135,308.75	\$288,522.25	\$223,367.50	\$647,198.50
5/1/2018	\$13,322.75	\$20,382.00	\$15,938.25	\$49,643.00
11/1/2018	\$138,322.75	\$290,382.00	\$225,938.25	\$654,643.00
5/1/2019	\$11,254.00	\$17,182.50	\$13,449.75	\$41,886.25
11/1/2019	\$141,254.00	\$292,182.50	\$228,449.75	\$661,886.25
5/1/2020	\$9,102.50	\$13,923.75	\$10,902.00	\$33,928.25
11/1/2020	\$139,102.50	\$298,923.75	\$230,902.00	\$668,928.25
5/1/2021	\$6,951.00	\$10,546.50	\$8,295.00	\$25,792.50
11/1/2021	\$141,951.00	\$300,546.50	\$233,295.00	\$675,792.50
5/1/2022	\$4,716.75	\$7,110.00	\$5,628.75	\$17,455.50
11/1/2022	\$144,716.75	\$302,110.00	\$240,628.75	\$687,455.50
5/1/2023	\$2,399.75	\$3,614.25	\$2,844.00	\$8,858.00
11/1/2023	\$147,399.75	\$308,614.25	\$242,844.00	\$698,858.00

The column above headed "Series 2011A Debt Service ("New Money")" intentionally shows the debt service payments for only \$2,515,000.00 of the principal of the Series 2011A Bond. The balance

EXHIBIT "J" ACKNOWLEDGED AND APPROVED:

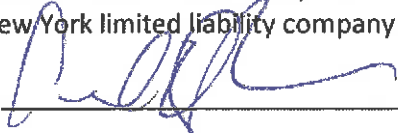
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By: \_\_\_\_\_

Print Name: Chris Dzadoovsky

Title: Chairman

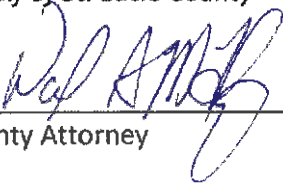
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By: \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

\_\_\_\_\_  
County Attorney

**EXHIBIT "L"**

**CLEANING SPECIFICATIONS  
ADMINISTRATIVE OPERATIONS  
EXTERIOR COMMON GROUNDS**

St. Lucie County Sports Complex

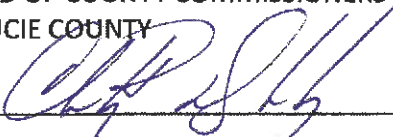
SEASON: Non-Game Day/Off-Season  
INTENSITY: Ballpark Standard

Activity	Daily	Weekly	Monthly	Quarterly	Other
<b>DAY SERVICES</b>					
Police sidewalks and parking areas to insure there are no unsightly concerns.	✓				
Remove food and trash as necessary.	✓				
Clean spills and contamination as it occurs.	✓				
Sweep and remove abrasive materials off of concrete.	✓				
Remove any debris that may cause obstructions and/or safety concerns.	✓				
<b>LANDSCAPING</b>					
Collect and remove debris related materials on the sidewalk and plaza area	✓				
<b>WASTE REMOVAL</b>					
Empty and clean all waste receptacles and remove collected waste and place into designated areas.	✓				
Clean exterior and interior of trash cans.	✓				
No trash bags will be placed or dragged on any flooring. Janitorial personnel will utilize trash collection bins which must have waterproof liners to ensure that no spillage to floor occurs.	✓				
<b>HIGH PROFILE ACCESS AREAS</b>					
<i>Certain areas of St. Lucie County Sports Complex and related property will be considered high profile access areas. These areas are defined on attached site plan.</i>					
Cleaning of High Profile Access area will include those instructions set forth for general Exterior Cleaning with the following additional responsibilities.					✓
Clean all specialty brickwork, making to sure to remove any gum or foreign material from bricks' surfaces.					✓
Power wash all High Profile Access Area surfaces using high pressure, high intensity cleaning equipment, according to schedule approved by Management.					✓



EXHIBIT "L" ACKNOWLEDGED AND APPROVED:

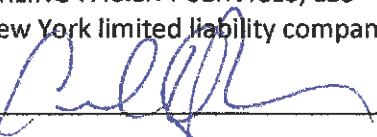
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzado

Title: Chairman

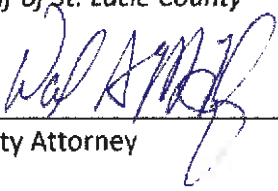
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney

**EXHIBIT M**  
**Advertising Services**

New York Mets - Citi Field

- One full page ad in Mets Yearbook promoting Port St. Lucie Tourism
- One full page ad in six editions of Mets magazine promoting Port St. Lucie Tourism
- Two (2) signs promoting Port St. Lucie Tourism, each measuring approximately 48" x 72", located on the walls of the concourses on various levels at Citi Field
- The opportunity for the County to promote Port St. Lucie Tourism at one table on the field level concourse at Citi Field during each of three (3) mutually agreed upon Mets regular season games at Citi Field during each year of the Term. The manner, time, location and duration of each tabling opportunity shall be determined by the Mets. All materials distributed by the County shall be subject to the prior approval of the Mets.
- A total of two minutes and thirty seconds of advertising time promoting Port St. Lucie Tourism on the Citi Field closed-circuit television programming during each Mets regular season home game during the Term, which may include full screen static advertisements, L-wrap advertisements, :15 commercials or :30 commercials as mutually agreed upon by the parties. The County will produce its advertisements at its sole expense.
- Minimum of four advertisements promoting Spring Training on Mets digital media
- Dedicated page on Mets.com promoting Mets Spring Training
- Four weeks on digital highway marquee promoting Port St. Lucie Tourism
- Pre-game announcement promoting Port St. Lucie Tourism on Citi Vision during all Sunday home games during the Term
- iBeacon messaging promoting Port St. Lucie Tourism during three (3) Mets regular season games each season
- One live drop in promoting Port St. Lucie Tourism during each Spring Training radio broadcast during the Term

The right for the County to depict the name and "Skyline" logo of the Mets in print material and radio and television advertisements promoting Port St. Lucie Tourism, subject to the conditions set forth below.

- (a) The County's rights are specifically limited to the Term and to the Mets Home Television Territory, as may be amended. The current Home Television Territory is shown on Exhibit A (see attached).
- (b) Use of the Mets name and logo shall be subject to the prior written approval of the Mets in each instance, not to be unreasonably withheld, and to any rules, regulations, agreements, or guidelines of the MLB Entities, as may be amended.
- (c) All materials containing the Mets name or logo must be submitted to the Mets for its prior written approval, not to be unreasonably withheld.
- (d) The County shall indemnify, hold harmless and defend Sterling Mets, L.P. and its affiliates from and against any and all actions, claims, demands, liabilities, damages or expenses (including reasonable attorneys' fees) arising out of the County's use of the Mets name or logo.
- (e) Nothing herein shall be construed to convey to the County any rights in the Mets trademarks, except as expressly granted herein.

**ATTACHMENT 1**

**METS HOME TELEVISION TERRITORY**

State of New York

State of Connecticut

State of New Jersey, except for the following counties:

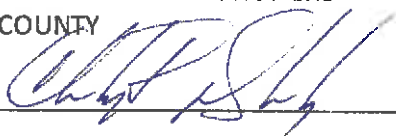
Atlantic	Gloucester
Burlington	Mercer
Camden	Salem
Cape May	Cumberland

The following counties in the State of Pennsylvania:

Carbon	Pike
Columbia	Schuylkill
Lackawanna	Snyder
Luzerne	Sullivan
Lycoming	Susquehanna
Montour	Union
Northumberland	Wayne
Monroe	Wyoming

EXHIBIT "M" ACKNOWLEDGED AND APPROVED:

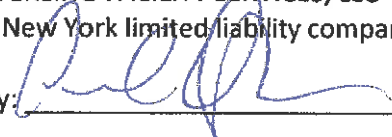
BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzadoovsky

Title: Chairman

STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

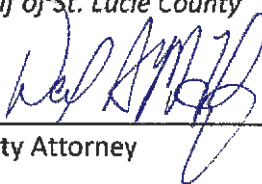
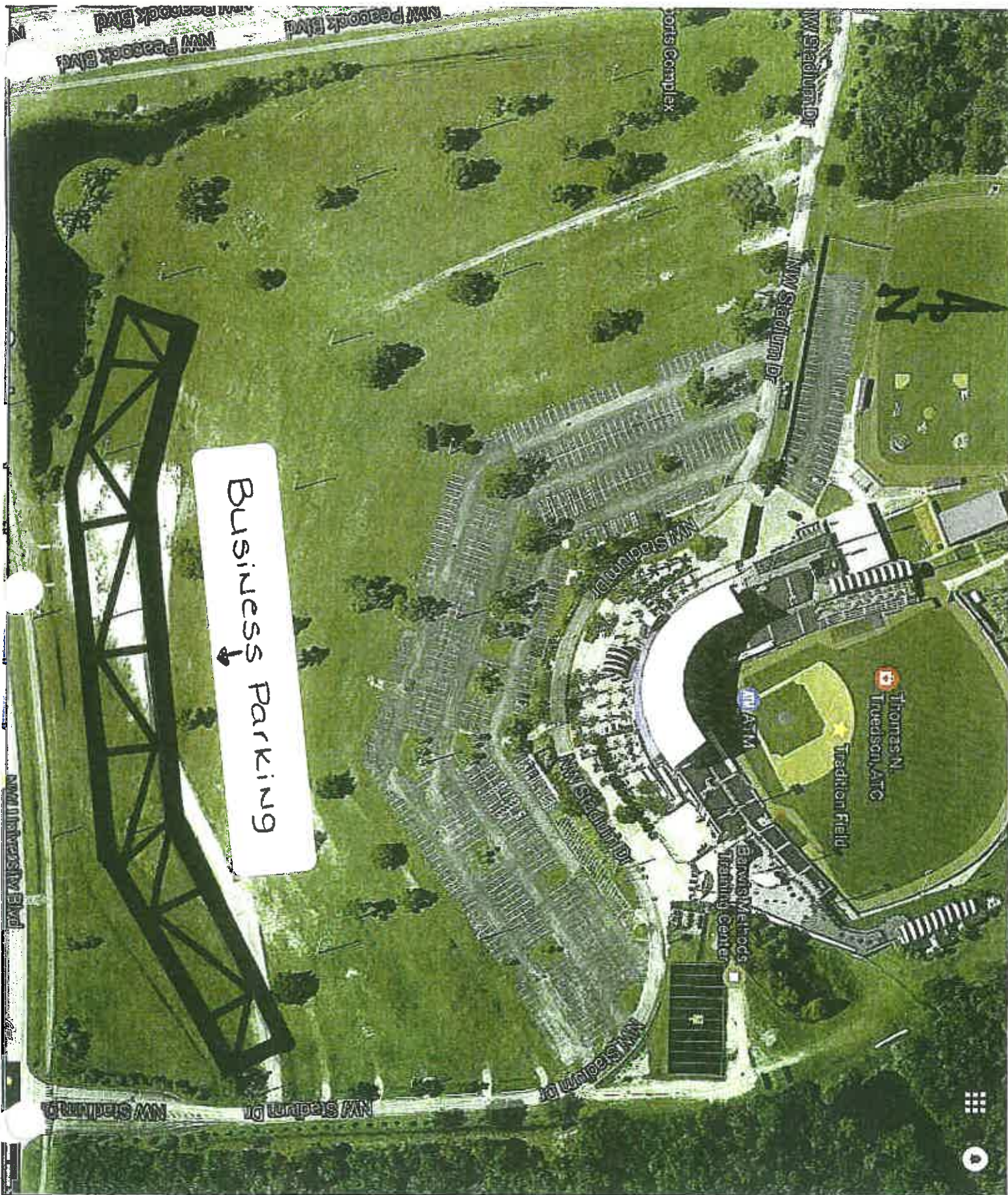
  
\_\_\_\_\_  
County Attorney



EXHIBIT "N"



Business Parking ↓

NW Peabock Blvd

NW Peabock Blvd

Sports Complex

NW Stadium Dr

NW Stadium Dr

NW Stadium Dr

NW Stadium Dr

NW Stadium Dr

NW University Blvd

NW Stadium Dr

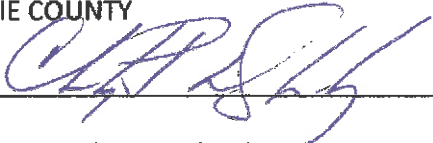
NW Stadium Dr





EXHIBIT "N" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:  \_\_\_\_\_

Print Name: Chris Dzadovsky

Title: Chairman

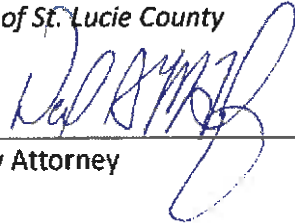
STERLING FACILITY SERVICES, LLC  
a New York limited liability company

By:  \_\_\_\_\_

Print Name: Paul Taglieri

Title: Vice President

*Approved as to form and legal sufficiency on  
Behalf of St. Lucie County*

  
\_\_\_\_\_  
County Attorney

**Exhibit "O"**  
**Procurement of Subcontracts**

Following execution of this Facilities Use Agreement, County and FUA will cooperatively develop, seeking input from the Architect and Contractor selected per the terms hereof, a competitive and open procurement process for the procurement of all trade contractor work and supplies, which meets the following minimum requirements:

- SFS shall schedule and coordinate an advertised, public outreach meeting to brief the local and minority small business community on the project and opportunities. This outreach can be prior to or coordinated with the public advertisement and pre-submittal conference for the Contractor, and once selected the Contractor shall be required to schedule and coordinate a follow-up public outreach meeting. SFS and Contractor shall use good faith commercially reasonable efforts to foster local and minority business participation and specialty trade apprenticeship opportunities in accordance with the County's Apprenticeship Program (see attached) on the 2016 Improvements.
- Contractor shall establish a prequalification list or plan list of interested parties, so that these subcontractors and suppliers get early notice of all trade packages available for bid or proposal. Prequalification criteria and forms shall be subject to review and approval by SFS and County.
- Advertise for competitive bids or proposals on all trade packages exceeding \$500,000. Packaging of trade work shall be in a manner that fosters participation of local and small business and specialty trade apprenticeship opportunities. SFS and Contractor shall not unreasonably break up related trade package work in order to avoid the competitive procurement threshold.
- Lowest, qualified bidder is the presumptive basis for award unless a best-value approach is justified and approved by County. SFS will tabulate and level all bids for County consideration.
- SFS and Contractor will use good faith commercially reasonable efforts to obtain a minimum of 3 bids or cost proposals on all packages under the \$500,000 competitive procurement threshold. SFS and Contractor capped at direct or limited competition procurements at 5% of GMP.
- All subcontract awards exceeding \$300,000 shall comply with the County's Apprenticeship Program.
- All subcontract awards and contract terms shall be subject to review and approval by SFS, and any above the \$500,000 threshold, shall be subject to review and approval by County.

- **SFS and Contractor shall involve and include County's Program Manager in all decisions and meetings regarding the packaging and procurement of all work, including according the Program Manager a reasonable opportunity to review and comment on all packages prepared for bid and all bid tabulation or bid leveling charts, before final award decisions are made.**




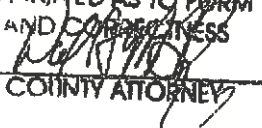
EXHIBIT "O" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

By:   
Print Name: Chris Dzadovsky  
Title: Vice Chairman

STERLING FACILITY SERVICES, L.L.C.

By:   
Print Name: Paul Taglieri  
Title: Vice President

APPROVED AS TO FORM  
AND CORRECTNESS  
  
COUNTY ATTORNEY

Apprenticeship Program Requirements:

Contractors shall be required to comply with the County's Apprenticeship Program, as follows:

- A. On County-funded construction projects which exceed \$300,000, twenty percent (20%) of laborers working in a specialty for which there are apprentice programs registered with the County shall be apprentices. Such apprentices shall be students in certified State of Florida Pre-Apprenticeship/Apprenticeship Programs which are located in St. Lucie, Martin, Indian River or Okeechobee Counties and which are registered with the County.
- B. A County-registered apprenticeship program is one which has registered with the County and provided the required documentation, including but not limited to, proof of certification as an apprenticeship program with the State of Florida and proof of having educational facilities physically located in St. Lucie, Martin, Indian River or Okeechobee Counties.
- C. Unless the apprenticeship requirement is waived by the County, the failure of the Contractor to demonstrate compliance with this requirement shall result in the Contractor's bid being deemed nonresponsive.
- D. The apprentice requirement may be waived or modified with the recommendation of the County Administrator, and appeal to the Board of County Commissioners:
  1. Upon request of the contractor, if the contractor can demonstrate that the required apprentices are not available despite a good faith effort on the contractor's part; or
  2. Upon request of the contractor, if the contractor demonstrates that the available apprentices are not sufficient to meet the required 20% and the contractor commits to utilizing a specific percentage of apprentices who are available; or
  3. If the County determines it is in the best interest of the County to waive such requirement based on potential savings of money and time or grant requirements.
- E. The agreed upon percentage and type of apprentices will be included as a requirement of the construction contract. Failure to meet the terms of the apprenticeship requirements may result in the contractor being found in breach of the contract and subject to possible monetary sanctions.



ITEM NO. (ID # 5356)

DATE: 07/10/2018

AGENDA REQUEST

\*REGULAR AGENDA\COUNTY ATTORNEY

**TO:** Board of County Commissioners

**PRESENTED BY:** Daniel S. McIntyre, County Attorney

**SUBMITTED BY:** County Attorney

**SUBJECT:** First Amendment to Amended and Restated Facilities Use Agreement between the SFS (N.Y. Mets) and St. Lucie County; Stadium Renovation Plans by Ewing Cole (Architecture)

**BACKGROUND:**

The County entered into an agreement with the New York Mets in June, 1986 to train and play major league spring training games in St. Lucie County. The first spring training game was played in March, 1988. The term of its original agreement was 15 years. In 2003 the parties entered into a new agreement that extended the term through 2018. In 2011 the term was extended further through 2023.

On November 15, 2016 the Board approved a new Facilities Use Agreement with the Mets that extended the term through 2042, which also included terms for the renovation and improvement of the Tradition Field Sports Complex. The Board's approval of the Agreement was subject to the approval by the State of Florida of funding for the stadium renovations in the amount of \$20,000,000.00 over a period of 20 years. Shortly after the Board's approval of the Agreement, County staff submitted an application to the State of Florida Department of Economic Opportunity (DEO).

On December 20, 2016, DEO sent the County Administrator a letter with enclosures (copy attached) requesting certain information and requesting that the County adopt and sign an Addendum similar to the Addendum approved by the Tampa Sports Authority, Hillsborough County and the New York Yankees which was attached to the December 20 letter. On January 10, 2017 the Board approved a draft Addendum to the November 15, 2016 Facilities Use Agreement which is similar to the New York Yankees Addendum.

On January 24, 2017, the Board approved an Amended and Restated Facilities Use Agreement with SFS. This Agreement incorporated changes requested by DEO and Major League Baseball as well as changes negotiated with SFS. Shortly thereafter, on March 17, 2017 the DEO certified the Sports Complex Project. The parties subsequently executed a Spring Training Program Agreement on March 28, 2017.

On June 29, 2017, the County issued non-ad valorem bonds to establish the \$55,000,000.00 project fund. At that time, the project funds were deposited into an interest bearing account. A separate fund has

been established to account for the project funds and the interest earned on the project funds. As of July 6, 2018, \$3,974,490.26 has been spent on pre-construction costs and \$732,523.36 in interest has been earned leaving a balance of \$51,758,033.10.

On September 5, 2017, following a competitive procurement process, the Board approved SFS' agreement with Ewing Cole, Inc. to provide architectural services for the Project. On January 9, 2018, the Board approved a contract amendment with Ewing Cole, Inc. The Board also approved an award of the Construction Manager at Risk Services to Barton Malow Company on November 7, 2017.

### Subsequent Events:

Subsequent to the approval of their contract, Ewing Cole prepared conceptual and design plans for the Project. Unfortunately, the independent cost estimates (by Barton Malow and HPM) for the design prepared by Ewing Cole exceed the amount budgeted for the Project. The County was first made aware of the problem in March of this year.

During the past several months, the County and SFS have been working in good faith to resolve the issues so that the Project can proceed within the established budget. Those discussions have resulted in the attached First Amendment to the Amended and Restated Facilities Use Agreement. A summary of the draft First Amendment follows:

- The following improvements will be included in the Project and cannot be dropped from the Program without the County's consent:
  - a. 360 ° Concourse (reduced per party discussions)
  - b. New 2 stop elevator
  - c. New entry and Vomitory
- The County will use up to \$1.2M from bond interest to pay for additional work designated by the County, as follows: safety railings for aisles, existing elevator renovation, upgrade staff maintenance building and finish county office space and new seating, including any related drawings, CM fees or other fees associated with those items, and other items identified in the CIP. The County will control the budget or pay any overage in its discretion. SFS will direct Barton Malow to perform this work. To the extent the County intends to do work on its own (as opposed to adding work to the project) the work will be performed in accordance with a mutually agreed upon schedule to ensure that all work being conducted at the building can be done in the most efficient manner.
- The County will use up to \$1M in bond interest for the relocation/construction of the softball fields. To the extent there is less than \$1M of interest, the County may reduce its Year 5 improvement fund payment to SFS to make up the difference. The County will begin repayment of the amount taken from the SFS additional improvement fund on March 1 of Year 6 with annual payments of \$100,000.00 into the fund each March 1 until the full amount taken is replaced. By way of example, if only \$800,000.00 of interest remains for the softball fields, the County will reduce its Year 5 additional improvement fund payment to SFS by \$200,000.00 and would pay such amount back to the SFS fund with additional \$100,000.00 fund payments on March 1 in each

of Years 6 and 7. All bond interest funds in excess of the amount used by the County as set forth in #2 and #3 (i.e., up to \$2.2M) shall be added to the project budget.

County staff is proposing to relocate the softball fields based on input from Rick Hatcher of the Treasure Coast Sports Commission. According to Mr. Hatcher to be successful in attracting elite softball teams, a complex must have at least 4 fields with direct parking access. Due to existing site limitations, the St. Lucie County Sports Complex cannot accommodate these needs. If the Board determines to support the proposed relocation, County staff intends to investigate alternate locations and identify partners to proceed with the softball complex.

- The County will be able to spend budgeted capital repair funds (i.e. \$200,000.00 per year) on capital repair items designated by the County. Expenditure of capital repair funds provided by SFS (i.e. \$75,000.00 per year) require approval by SFS and the County.
- There will be periodic account and true-up of interest accruals and expenditures.
- The County will review for approval plans submitted by Ewing Cole as of June 1, 2018 with the understanding that further revisions to the plans will be needed for some improvements referenced in the draft Addendum and to address comments made by HPM. Those additional plans will be subject to final review and approval by the Board.

**PREVIOUS ACTION:**

N/A

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

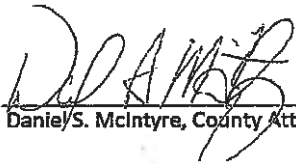
Staff recommends that the Board:

- Approve the First Amendment to the Amended and Restated Facilities Use Agreement subject to final review and approval by the County Attorney.
- Approve the plans submitted by Ewing Cole as of June 1, 2018, including all addenda, with the understanding that further revisions to the plans will be needed for some of the improvements referenced in the draft First Amendment and to address comments made by HPM. Those additional plans will be subject to final review and approval by the Board.

**COMMISSION ACTION:**

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Chris Dzadovsky, District No. 1  
**SECONDER:** Linda Bartz, District No. 3, Vice-Chair  
**AYES:** Hutchinson, Bartz, Dzadovsky, Bonna, Townsend

Coordination/Signatures



Daniel S. McIntyre, County Attorney

7/7/2018



Jeffrey Bremer, Deputy County Administrator

7/8/2018



Jeffrey Bremer, Deputy County Administrator

7/9/2018



Franmie Hutchinson, District No. 4, Chair

7/10/2018

**FIRST AMENDMENT TO  
ST. LUCIE SPORTS COMPLEX  
AMENDED AND RESTATED FACILITIES USE AGREEMENT**

**THIS AMENDMENT** (“Amendment”), made and entered into in triplicate as of July 10, 2018, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (“County”), and **STERLING FACILITY SERVICES, L.L.C.**, a New York limited liability company (“SFS”).

**WITNESSETH:**

**WHEREAS**, the County and SFS entered into an Amended and Restated Facilities Use Agreement for the St. Lucie County Sports Complex as of January 24, 2017 (as amended, the “FUA”); and

**WHEREAS**, the parties desire to enter into an amendment to the FUA on the terms herein contained.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, **IT IS AGREED AS FOLLOWS:**

**1. AMENDMENT OF SECTION 4(B) OF THE FUA**

The FUA is hereby amended by deleting Section 4(B) thereof and replacing it with the following:

“B. The County shall establish an account in the name of the County, designated as the “Capital Repairs Fund” for Capital Repair Work during the Term. The County shall contribute \$200,000.00 to the Capital Repairs Fund on March 1 during each year of the Term (the “County Capital Contributions”) and SFS shall pay the County \$75,000 on March 1 during each year of the Term (the “SFS Capital Contributions”), which amount the County shall deposit into the Capital Repairs Fund. The County Capital Contributions may be used by the County for Capital Repair Work designated by the County during the Term. The SFS Capital Contributions may be used for mutually agreed upon Capital Repair Work during the Term. The provisions of this Section 4.B shall not be construed in any way to limit the County’s obligation to perform all Capital Repair Work except to the extent any such Capital Repair Work is part of the work performed under Section 10.”

**2. AMENDMENT OF SECTION 10(A) OF THE FUA**

The FUA is hereby amended by deleting the second sentence of the second paragraph of Section 10(A) thereof and replacing it with the following:

“SFS shall have the right, upon notice to, and consultation with, the County, to reduce the scope of the New Improvements and make other modifications that SFS reasonably determines are required in order to keep the project from going over the New Improvements Budget, provided that (i) if SFS determines that it does not wish to reduce the scope of the project and the project goes over the New Improvements Budget as a result, SFS shall be solely responsible for the overage and (ii) SFS shall not, without the prior written consent of

the County, remove the two-stop elevator, the 360 degree concourse (reduced in size as agreed upon by the parties and reflected in the attached schematic "Outfield Concourse Option C") or the new Stadium entryway and vomitory from the scope of the New Improvements as reflected in the Final Plans approved by the County."

3. AMENDMENT OF SECTION 10(C)(9)(f) OF THE FUA

The FUA is hereby amended by adding the following sentence to the end of Section 10(C)(9)(f):

"SFS shall comply with, and shall cooperate with the County in its efforts to comply with, the audit requirements set forth in the Spring Training Program Agreement between St. Lucie County and the State of Florida, Department of Economic Opportunity and attached hereto as Exhibit "P"."

4. AMENDMENT OF SECTION 10(C) OF THE FUA

The FUA is hereby amended by adding the following as Section 10(C)(10) thereof:

"10. Notwithstanding the requirements of Section 10(c)8 of the FUA, the parties anticipate that the New Improvement Bonds will accrue interest (the "Bond Interest") prior to expending the entirety of the New Improvements Budget. The County and SFS shall confer periodically while the New Improvements are being built to determine the amount of Bond Interest available. The Bond Interest shall be allocated as follows: (i) the first \$1,200,000 of Bond Interest shall be used by the County to pay for the following items designated by the County: replacement of Minor League facility roof, safety railings for aisles, existing elevator renovation, new Stadium seats, upgrade of County staff maintenance building, and finishing of County office space ("Designated County Improvements"), including any related drawings, CM fees or other fees associated with the Designated County Improvements, (ii) the next \$1,000,000 of interest shall be used by the County pay costs associated with the County's project to build softball fields (the "County Fields") in a location determined by the County (but not at the Sports Complex), and (iii) all Bond Interest, if any, in excess of (i) and (ii) shall be added to the New Improvements Budget. The County shall be responsible for all costs and expenses related to the Designated County Improvements, and the County may reduce the scope of the Designated County Improvements to stay within budget or pay any overage in its sole discretion. For the purpose of clarity, (i) the replacement of the Minor League facility roof, upgrade of County staff maintenance building, finishing of County office space, safety railing for aisles and existing elevator renovations will be paid for by the County as set forth in this paragraph but the work will be included in the Construction Contract and (ii) the remaining Designated County Improvements will be performed by the County or third-party contractors selected by the County. The County shall coordinate with SFS to ensure that all work on the Designated County Improvements does not interfere with work on the New Improvements. To the extent there is less than \$1,000,000 of Bond Interest available to the County for the County Fields, the County may reduce its Year 5 Additional Improvements Fund payment to SFS by the amount by which (a) \$1,000,000 exceeds (b) the amount of Bond Interest available to the County for the County Fields. The County will begin repayment of such amount to SFS on March 1 of Year 6 with annual payments of \$100,000 into the Additional Improvements Fund each March 1 until the full amount used by the County for the County Fields is repaid. By way of example, if only \$800,000 of Bond Interest is available for the County Fields, the County will reduce its Year 5 Additional Improvements Fund payment to SFS by \$200,000 and will pay such amounts back to the Additional Improvements Fund with additional \$100,000 payments on March 1 in each of Years 6 and 7."



5. Except as amended herein, the remaining terms and conditions of the FUA shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first set forth above, as follows:

ATTEST:

\_\_\_\_\_  
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: \_\_\_\_\_  
Chair

Date signed: \_\_\_\_\_

APPROVED AS TO FORM AND  
CORRECTNESS:

BY: \_\_\_\_\_  
County Attorney

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

STERLING FACILITY SERVICES, L.L.C.  
a New York limited liability company

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date signed: \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by \_\_\_\_\_, as \_\_\_\_\_ of the St. Lucie County Board of County Commissioners.

Identification

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
Personally known \_\_\_\_\_ OR Produced

**STATE OF FLORIDA  
COUNTY OF ST. LUCIE**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by \_\_\_\_\_, as \_\_\_\_\_ of STERLING FACILITY SERVICES, L.L.C., a New York limited liability company.

Identification

\_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires:  
Personally known \_\_\_\_\_ OR Produced

**EXHIBIT P**  
**Florida Department of Economic Opportunity Audit Provisions**

EXHIBIT "Q" ACKNOWLEDGED AND APPROVED:

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY

STERLING FACILITY SERVICES, L.L.C.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



EDWARD MATTHEWS  
Parks and Recreation Director

ST. LUCIE COUNTY  
BOARD OF COUNTY  
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CHAIR  
DISTRICT 4

LINDA BARTZ  
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DAN MCINTYRE  
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July 25, 2017

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #3:** A cost benefit analysis of the New York Mets Spring Training economic impact on St. Lucie County. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study except that its scope shall be limited to the impact on St. Lucie County. (This report should provide information related to the 2018 Major League Baseball Spring Training season).

- To demonstrate this impact, the following information has been compiled to capture the specific economic impact of Spring Training in Port St. Lucie. The methodologies provided are derived from the Major League Baseball Florida Spring Training Economic Impact Study Report published in June of 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc. During, of the 2018 New York Mets Spring Training season in Port St. Lucie, there were 17 games played. The total attendance was 93,647, and the total economic impact is estimated to be \$88,589,543.95.

## Economic Impact of the New York Mets Spring Training in Port St. Lucie, FL 2018

Utilizing the data and methodology in the “2009 Major League Baseball Florida Spring Training Economic Impact Study Report”, June 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc., the following represents the estimated Economic Impact to St. Lucie County just resulting from Direct Spending associated with the New York Mets Spring Training. Please note this does not include the impact to labor income and employment in St. Lucie County as result of Spring Training.

The attendees, for this purpose, are separated into five category types:

- **Out-of-State-Primary Purpose:** This indicates a visiting party from outside of Florida that came to the area expressly for the New York Mets Spring Training.
- **Out-of-State-Other Purpose:** This indicates a visiting party from outside of Florida that came to the area for another purpose, but attended Spring Training activities.
- **Non-County-Primary Purpose:** This indicates attendance from another County in Florida that visited expressly for Mets Spring Training.
- **Non-County-Other Purpose:** This indicates attendance to St. Lucie County for another purpose, but included Spring Training activities.
- **Local:** These include all St. Lucie County residents.

Total attendance for the New York Mets Spring Training was **93,647**.

The results are as follows:

Approximately 23.12% are Out-of-State Primary Purpose	21,651
Number of Out-of State Parties (Average party size = 3 people)	7,217
Cumulative number of nights stayed (Average stay is 7.53 nights)	54,344
Average expense for out-of-area expenses (\$371.28 per party) per day *	20,176,840.32
Approximately 24.94% are Out-of-State Other Purpose	23,355
Number of Out-of State Parties (Average party size = 3.08 people)	7,582
Cumulative number of nights stayed (Average stay is 9.66 nights)	73,242
Average expense for out-of-area expenses (\$395.43 per party) per day *	\$28,962,084.06
Approximately 24.22% are Non-County Primary Purpose	22,681
Number of Non-County Parties (Average party size = 2.81 people)	8,071
Cumulative number of nights stayed (Average stay is .39 nights)	3,148
Average expense for out-of-area expenses (\$171.72 per party) per day *	\$540,606.04

Approximately 3.55% are Non-County Other Purpose	3,324
Number of Non-County Parties (Average party size = 2.68 people)	1,240
Cumulative number of nights stayed (Average stay is 3.36 nights)	\$4,166
Average expense for out-of-area expenses (\$314.00 per party) per day *	\$1,308,124
Approximate Number of Local Attendees	22,636.76
Estimated Direct Expenditures of Local Residents associated with Attendance (\$50) *	\$1,131,800
<b>Estimated Total Direct Expenses by Attendees</b> *Total	<b>\$52,119,454.42</b>

Using the total direct expenses above, the indirect and induced effect was estimated using the multiplier provided in the above reference report to estimate a total economic impact resulting from Direct Expenses. Indirect effect indicates the secondary impact caused by changing input of needs of directly affected industries, and Induced effect is caused by the changes in household spending due to additional employment generated by direct and indirect spending.

	Direct Spending	Indirect and Induced Spending	Total Economic Impact	Multiplier
<b>Out-of-State Primary Purpose</b>	\$20,176,840.32	14,123,788.22	34,300,628.54	1.7
<b>Out-of-State Other Purpose</b>	\$28,962,084.06	20,273,458.84	49,235,542.90	1.7
<b>Non-County Primary Purpose</b>	\$540,606.04	394,642.41	935,248.44	1.73
<b>Non-County Other Purpose</b>	\$1,308,124	902,605.56	2,210,729.56	1.69
<b>Local Attendees</b>	\$1,131,800	775,594.50	1,899,644.50	1.69
	52,119,454.42	36,470,089.53	88,589,543.95	

The total Economic Impact Direct Spending is estimated to be **\$88,589,543.95** as a result the **2018 New York Mets Spring Training**.

ST. LUCIE COUNTY  
BOARD OF COUNTY  
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July 16, 2018

**Subject:** For those reporting periods which encompasses the Development Period, a list of all Contracts with an estimated cost greater than \$250,000 executed in furtherance of this agreement.

**Item #4:** Please note that to date no contracts, including those with an estimated cost greater than \$250,000 have been executed. There will be no renovations on the Project until April 2019.

Due to delays in reaching an agreement with the Architect, Ewing/Cole, no contract is in place at the time of this report. Contract should be in place during early September 2018. This contract, and all others, will be included in next year's annual report to the DEO.



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July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #5:** Written evidence that the County continues to meet the certification criteria in effect when the County was certified pursuant to section 228.11631, F.S. (2015).

- **11/17/2016** Letter from Mr. Tipton, County Administrator, regarding the St. Lucie County Sports Complex Spring Training Grant application for 20 million dollars towards new construction and renovations.
- Attached is the debt service schedule for the new improvements at the stadium. This does not include any refinancing of the debt from the previous improvements. As you can see, over the life of the Bonds, the County will pay \$81,581,916.11. \$1 million per year for the first 20 years is coming from the State and the remaining \$2.4 + million is coming from the County. Over the life of the bonds, approximately 24.5% will be repaid using State funding, and the remaining 75.5% is coming from the County. This shows that the County's financial commitments for the improvements exceeded the required 50% threshold.
- **3/17/2017** letter from Mr. Jim Poppell, Chief of Staff (DEO) **Decertification** of St. Lucie County.
- **3/17/2017** Agreement whereas the County applied for **Certification** under 288.11631, F.S. between the State of Florida Department of Economic Opportunity (DEO) and St. Lucie County.
- **3/17/2017** letter from Mr. Karl Blischke, Director Strategic Business Development (DEO), regarding Certification of St. Lucie County's Spring Training Facility.
- **4/10/2017** Spring Training Program Agreement between Florida Department of Economic Opportunity and St. Lucie County, Florida (C17-03-233).



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BOARD OF COUNTY  
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November 17, 2016

John Webb, Executive Director  
Florida Sports Foundation  
101 North Monroe, Suite 1000  
Tallahassee, FL 32301

RE: St. Lucie County Sports Complex Spring Training Grant

Dear Mr. Webb:

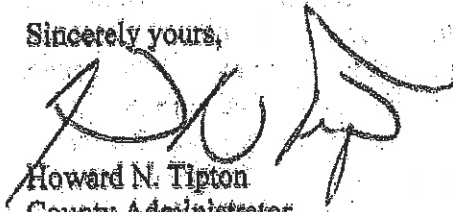
Enclosed please find the documents comprising St. Lucie County's application for a \$20 million dollar grant for new construction and renovations to the St. Lucie County Sports Complex (the "Complex"). If certified, the grant in conjunction with the County's commitment to issue \$60 million dollars in bonds backed primarily by the County's tourist development tax, \$55 million of which will go to Complex construction and renovations will guarantee the New York Mets organization will continue to occupy the Complex for its Major League Spring training base and other baseball activities for the next 25 years. The application consists of the following:

1. A copy of the agenda item approved by the St. Lucie County Commission November 15, 2016. The agenda item outlines the general terms of the agreement with the Mets and confirms the County will be responsible for 53% of all costs of the project, the Mets will be responsible for 35% and the State grant will cover the remaining 12% of the costs.
2. A copy of the deed from Thomas J. White Development Corporation to St. Lucie County conveying the real property on which the St. Lucie County Sports Complex is located.
3. A certified facilities use agreement between St. Lucie County and Sterling Facility Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets, which is subject to the State grant approval, guaranteeing the Mets will remain at the Complex through December 31, 2042 and be responsible for 12% of the total capital, and O and M costs of the project.
4. A compilation of Spring Training paid attendance statistics compiled by the Mets confirming that since 1999 paid annual attendance at Spring Training games has substantially exceeded 50,000 every year.

5. The St. Lucie County Ordinance(s) which confirm the county has levied and will continue to levy a tourist development tax pursuant to Section 125.0104, Florida Statutes to finance its portion of the project.
6. As discussed when representatives of St. Lucie County and the Mets met with you, representatives of the Department of Economic Opportunity and the Governor's Office, upon certification of this application, the current agreement with the Mets extending through 2023 will be automatically superseded per paragraph 2.B of the new agreement on its "Commencement Date".

Per the Major League Baseball Spring Training Funding Checklist provided by your office, I believe the application is in compliance with Section 288.11631, Florida Statutes. However, should you need additional information, please contact me directly.

Sincerely yours,



Howard N. Tipton  
County Administrator

cc: Dan McIntyre, Esquire  
Nicole Fogarty  
Terry E. Lewis, Esquire  
Katherine Morrison

**ORDINANCE NO. 16-018**

**AN ORDINANCE EXTENDING THE TERM OF THE FOURTH AND FIFTH CENT TOURIST DEVELOPMENT TAX IMPOSED BY ORDINANCE NO.'S 02-36, 03-12 AS PREVIOUSLY EXTENDED BY ORDINANCE 11-028. THE EXTENSION PROPOSED BY THIS ORDINANCE SHALL BE FROM DECEMBER 31, 2023 TO DECEMBER 31, 2041; AMENDING SECTION 42-148 "PLAN FOR TOURIST DEVELOPMENT" (g), (h), (i) AND (j) TO PROVIDE FOR USES AND EXPENSES OF THE FOURTH AND FIFTH CENT TOURIST DEVELOPMENT TAX AS EXTENDED BY ORDINANCE NO.'S 11-028 AND 16-018; FURTHER AMENDING SECTION 42-148 (j) TO DELETE REFERENCE TO A COVERED EQUESTRIAN ARENA; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE AND THE DEPARTMENT OF REVENUE; PROVIDING FOR AN EFFECTIVE DATE AND FOR TERMINATION AND CODIFICATION.**

**WHEREAS**, the Board previously adopted Ordinance Nos. 02-36 and 03-12 imposing the additional 4<sup>th</sup> cent and 5<sup>th</sup> cent tourist development taxes; and,

**WHEREAS**, the Board previously adopted Ordinance No. 11-028 extending the term of the Tourist Development Tax imposed by Ordinance No.'s 02-36 and 03-12 to December 31, 2023 unless extended; and

**WHEREAS**, further extending the levy and imposition of 4<sup>th</sup> and 5<sup>th</sup> cent tourist development taxes to December 31, 2041 for the purpose of paying debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in the State of Florida is in the best interest of the health, safety and welfare of the citizens of St. Lucie County.

**NOW, THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of St. Lucie County, Florida:

**PART A. ARTICLE IV TOURIST DEVELOPMENT TAX OF CHAPTER 42 "TAXATION" OF THE CODE OF ORDINANCES OF ST. LUCIE COUNTY, FLORIDA, READS AS FOLLOWS:**

**Section 42-147 Levy.**

(a) Subject to the provisions of this article and Section 125.0104, Florida Statutes, there is hereby levied and imposed a tourist development tax at a rate of five (5%) percent of each dollar and major fraction of each dollar of the total consideration charged for each lease or dollar and major fraction of each dollar of the total consideration charged for each lease or

rental within St. Lucie County by every person who rents, leases, or lets for consideration any living quarters or accommodations in any hotel, apartment hotel, motel, resort motel, apartment, apartment motel, roominghouse, mobile home park, recreational vehicle park, or condominium for a term of six (6) months or less, unless such persons rents, leases, or lets for consideration of any living quarters or accommodations that are exempt according to the provisions of Chapter 212, Florida Statutes.

(b) The tourist development tax shall be in addition to any other tax imposed pursuant to Chapter 212, Florida Statutes, and in addition to all other taxes and fees and the consideration for the rental or lease.

(c) The tourist development tax shall be charged by the person receiving the consideration for the lease or rental, and it shall be collected from the lessee, tenant, or customer at the time of payment for the consideration for such lease or rental.

**Section 42-148 Plan for Tourist Development.**

(a) Anticipated revenue: The tourist development tax shall be levied at a rate of five (5) percent of each dollar at the total consideration charged for leases and rentals subject to the tax. The anticipated net tourist development tax revenue to be derived by St. Lucie County for the twenty-four (24) months following the initial levy of the two cent (2¢) tax is six hundred twenty-four thousand dollars (\$624,000.00), less costs of administration as retained by the Florida Department of Revenue.

(b) Boundaries for tax district. The district in which the tourist development tax is levied shall include the entirety of St. Lucie County.

(c) Proposed uses of revenue of the two (2%) percent tax. The proposed uses of the tourist development tax revenue from the two (2%) percent tourist development tax in the order of priority, are first, to provide a sports stadium and related facilities in St. Lucie County, and second, to promote and advertise tourism in St. Lucie County.

(d) Expense allocation for two (2%) percent tax. The tourist development tax revenue from the two (2%) percent tourist development tax shall be allocated to providing a sports stadium and related facilities in St. Lucie County.

(e) Proposed uses of revenue for the first additional one (1%) percent tax imposed by Ordinance No. 87-82 effective January 1, 1988. The proposed uses of the tourist development tax revenue for the first additional one (1%) percent tourist development tax imposed by Ordinance No. 87-82 are to promote and advertise tourism in St. Lucie County.

(f) Expenses allocation for the first additional one (1%) percent tax imposed by

Ordinance No. 87-82 shall be allocated to promoting and advertising tourism in St. Lucie County.

(g) Proposed uses of revenue for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003 as extended by Ordinance No.'s 11-028 and 16-018. The proposed uses of the tourist development tax revenue for the second additional one (1%) percent tourist development tax imposed by Ordinance No. 02-36 as extended by Ordinance No.'s 11-028 and 16-018 shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(h) Expense allocation for the second additional one (1%) percent tax imposed by Ordinance No. 02-36, effective February 1, 2003 as extended by Ordinance No.'s 11-028 and 16-018. The tourist development tax revenue from the second additional one (1%) percent tourist development tax imposed by Ordinance No. 02-36 as extended by Ordinance No.'s 11-028 and 16-018 shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction and renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(i) Proposed uses of revenues for the third additional one (1%) percent tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018. The proposed uses of the tourist development tax revenue for the third additional one (1%) percent tourist development tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018 are to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex and to promote and advertise tourism in St. Lucie County and the State of Florida.

(j) Expense allocation for the third additional one (1%) percent tax imposed by Ordinance No. 03-12 as extended by Ordinance No.'s 11-028 and 16-018. Sixty-seven (67%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall be allocated to pay debt service on bonds issued to finance the construction, reconstruction or renovation of the St. Lucie County Sports Complex. The remaining thirty-three (33%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall only be allocated for capital facilities that promote tourism located in the St. Lucie County Fairgrounds and the area north of Midway Road. ~~Five hundred thousand and 00/100 (\$500,000.00) dollars plus interest of the remaining thirty-three (33%) percent of the tourist development tax revenue from the third additional one (1%) percent tax shall be allocated to contract a covered equestrian arena at the St. Lucie County Fairgrounds.~~ Since the imposition of the third additional one (1%) percent tax requires approval of a majority plus one of the membership of the Board of County Commissioners, the language concerning the expense allocation set out in this subparagraph shall not be modified except

upon approval by a majority plus one of the membership of the Board of County Commissioners.

**PART B. CONFLICTING PROVISIONS.**

Special acts of the Florida legislature applicable only to unincorporated areas of St. Lucie County. County ordinances and County resolutions, or parts thereof, in conflict with this ordinance are hereby superseded by this ordinance to the extent of such conflict.

**PART C. SEVERABILITY.**

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstance.

**PART D. APPLICABILITY OF ORDINANCE.**

This ordinance shall be applicable throughout St. Lucie County.

**PART E. FILING WITH THE DEPARTMENT OF STATE.**

The Clerk be and hereby is directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Department of State, The Capitol, Tallahassee, Florida, 32304.

**PART F. FILING WITH THE DEPARTMENT OF REVENUE.**

The County Attorney shall send a certified copy of this ordinance to the Department of Revenue, The Carlton Building, Tallahassee, Florida, 32301, within ten (10) days after approval of the Ordinance.

**PART G. EFFECTIVE DATE; TERMINATION.**

This ordinance shall take effect upon filing with the Secretary of State. The fourth cent (4<sup>th</sup> cent) and fifth cent (5<sup>th</sup> cent) tax imposed by Ordinance No.'s 02-36 and 03-12 shall be in effect until December 31, 2041, unless extended by the Board.

**PART H. ADOPTION.**

After motion and second, the vote on this ordinance was as follows:

Chairman Kim Johnson	AYE
Vice Chairman Chris Dzadovsky	AYE
Commissioner Tod Mowery	ABSENT
Commissioner Paula A. Lewis	AYE
Commissioner Frannie Hutchinson	AYE

**PART I. CODIFICATION.**

Provisions of this ordinance shall be incorporated in the County Code and the word "ordinance" may be changed to "section", "article" or other appropriate word, and the sections of this ordinance may be renumbered or relabeled to accomplish such intention; provided, however, that Parts B to I shall not be codified.

**PASSED AND DULY ADOPTED** this 15th day of November 2016.

**ATTEST:**

*men*  
Deputy Clerk



**BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA**

BY: *Kim Johnson*  
Chairman

**APPROVED AS TO FORM AND  
CORRECTNESS:**

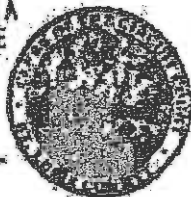
BY: *[Signature]*  
County Attorney

STATE OF FLORIDA  
ST. LUCIE COUNTY  
THIS IS TO CERTIFY THAT THIS IS A  
TRUE AND CORRECT COPY OF THE  
ORIGINAL.

JOSEPH E. SMITH, CLERK

By: *men*

Date: 11/15/16



**DEBT SERVICE SCHEDULE**

The following table sets forth the debt service schedule for the Series 2017 Bonds.

<u>Bond Year</u> <u>Ending</u> <u>October 1</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2017		\$590,116.11	\$590,116.11
2018	\$1,125,000	2,309,150.00	3,434,150.00
2019	1,160,000	2,275,400.00	3,435,400.00
2020	1,205,000	2,229,000.00	3,434,000.00
2021	1,270,000	2,168,750.00	3,438,750.00
2022	1,330,000	2,105,250.00	3,435,250.00
2023	1,395,000	2,038,750.00	3,433,750.00
2024	1,465,000	1,969,000.00	3,434,000.00
2025	1,540,000	1,895,750.00	3,435,750.00
2026	1,615,000	1,818,750.00	3,433,750.00
2027	1,700,000	1,738,000.00	3,438,000.00
2028	1,785,000	1,653,000.00	3,438,000.00
2029	1,870,000	1,563,750.00	3,433,750.00
2030	1,965,000	1,470,250.00	3,435,250.00
2031	2,065,000	1,372,000.00	3,437,000.00
2032	2,170,000	1,268,750.00	3,438,750.00
2033	2,275,000	1,160,250.00	3,435,250.00
2034	2,390,000	1,046,500.00	3,436,500.00
2035	2,510,000	927,000.00	3,437,000.00
2036	2,635,000	801,500.00	3,436,500.00
2037	2,765,000	669,750.00	3,434,750.00
2038	1,925,000	531,500.00	2,456,500.00
2039	2,020,000	435,250.00	2,455,250.00
2040	2,120,000	334,250.00	2,454,250.00
2041	2,225,000	228,250.00	2,453,250.00
2042	2,340,000	117,000.00	2,457,000.00
<b>TOTAL</b>	<b>\$46,865,000</b>	<b>\$34,716,916.11</b>	<b>\$81,581,916.11</b>



**Rick Scott**  
GOVERNOR



**Cissy Proctor**  
EXECUTIVE DIRECTOR

March 17, 2017

Mr. Leon M. Biegalski  
Executive Director  
Florida Department of Revenue  
P.O. Box 6668  
Tallahassee, FL 32314-6668

Dear Mr. Biegalski:

Re: Decertification of St. Lucie County

On December 31, 2006, St. Lucie County (County) was certified by the Governor's Office of Tourism, Trade, and Economic Development to receive \$7,914,766 over a 30 year period for under s. 288.1162, F.S. The first monthly payment (\$21,985.46) was issued by the Florida Department of Revenue (DOR) in March 2007.

In early 2016, the County approached the Florida Department of Economic Opportunity (DEO) in regards to seeking certification and funding for stadium renovations under s. 288.11631, F.S. Based on further communication with DEO and the Florida Sports Foundation, the County submitted an application for certification under s. 288.11631, F.S. in the fall of 2016. Pursuant to s. 288.11625(4)(e)3.(g), F.S., "A facility or beneficiary may not be the subject of more than one distribution under s. 212.20 at any time for any state-administered sports-related program, including s. 288.1162, s. 288.11621, s. 288.11631 or this section."

Therefore, the County has signed the attached agreement, prior to certification, stating that the distributions under s. 288.1162, F.S., will end and the County has satisfied all outstanding bonds associated with the project for which the County received its certification under s. 288.1162, F.S. As such, DEO is requesting that DOR immediately cease distributions to St. Lucie County under the original certification.

If you have any questions concerning this letter please contact Katherine Morrison Manager of Strategic Industry Partnerships, Division of Strategic Business Development at (850) 717-8973.

Sincerely,

Jim Poppell  
Chief of Staff

JP/km

Enclosures

cc: Howard N. Tipton, St. Lucie County ✓  
John Webb, Florida Sports Foundation

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399  
866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax  
[www.floridajobs.org](http://www.floridajobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

## AGREEMENT

This Agreement ("Agreement") is made and entered into this 14 day of March, 2017, by and between the State of Florida Department of Economic Opportunity ("DEO") and St. Lucie County, a political subdivision of the State of Florida ("County"). DEO and County are collectively referred to herein as the "Parties."

**WHEREAS**, County has applied for certification under s. 288.11631, F.S., and

**WHEREAS**, County, and/or a spring training facility within County, was previously certified to receive \$7,914,766 under sections 212.20 and 288.1162, F.S., and has been receiving funding thereunder since March 2007, and

**WHEREAS**, County is not permitted to receive distributions under s. 288.11631, F.S., while it is receiving state distributions pursuant to s. 288.1162, F.S., and

**WHEREAS**, County has therefore agreed to relinquish its certification and prospective distributions under s. 288.1162, F.S., in order to be considered for certification under s. 288.11631, F.S.

**NOW THEREFORE**, in order for DEO to consider County for certification under s. 288.11631, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. This Agreement shall become effective if and only if DEO certifies County to receive distributions pursuant to s. 288.11631, F.S., and shall become effective concurrently with DEO's issuance of a letter certifying County to receive such distributions ("effective date").
2. County hereby relinquishes its certification under s. 288.1162, F.S., and County is therefore decertified as a participant under that section.
3. County hereby relinquishes any distributions that County would be entitled to as a result of its certification under s. 288.1162, F.S. The Parties agree that County shall receive no further distributions pursuant to s. 288.1162, F.S.
4. County has ensured that all bonds issued in connection with the project for which County's spring training facility received a certification for pursuant to s. 288.1162, F.S., have been satisfied.
5. County agrees that it is estopped and precluded from challenging its decertification from s. 288.1162, F.S., or the cessation of distributions under that section and s. 212.20, F.S.
6. Each of the Parties has read and understands the terms of this Agreement, that it has been represented by counsel in the negotiation, execution, and delivery of this Agreement, and that it executes this Agreement voluntarily after consultation with counsel. Each of the Parties participated in the drafting of this Agreement. In the event of any ambiguity, the Parties agree that it shall not be construed against either of them.
7. This Agreement is a fully integrated agreement which sets forth the entire agreement and understanding of the Parties concerning the subject matter of this Agreement. This Agreement shall be binding upon the successors and assigns of the Parties and may not be waived, rescinded, cancelled, terminated, supplemented, amended, or modified in any manner without the prior written consent of both Parties.
8. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement. The Parties agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court

located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES ARISING FROM THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. This Agreement may be executed in counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute on and the same instrument.

The undersigned Parties hereby acknowledge and agree to the terms and conditions of the foregoing Agreement on the date last executed below.

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Chairman

By: [Signature]  
Jim Poppell  
Chief of Staff

Date: March 14, 2017

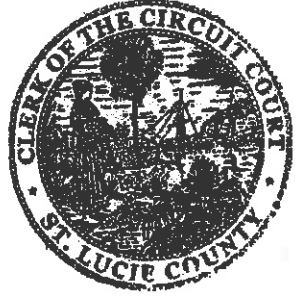
Date: 3/17/17

APPROVED AS TO FORM  
AND CORRECTNESS  
[Signature]  
COUNTY ATTORNEY

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY, SUBJECT TO FULL AND  
PROPER EXECUTION OF THE PARTIES  
OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Title Name: Interim General Counsel  
Name: David J. Buescher, Jr.  
Date: 3/16/17

ATTEST:  
[Signature]  
DEPUTY CLERK



Rick Scott  
GOVERNOR



Cissy Proctor  
EXECUTIVE DIRECTOR

March 17, 2017



Mr. Howard N. Tipton  
County Administrator  
St. Lucie County  
2300 Virginia Avenue  
Fort Pierce, FL 34982

Dear Mr. Tipton:

Re: Certification of St. Lucie County's Spring Training Facility

St. Lucie County (County) submitted an application for certification under section 288.11631, Florida Statutes (F.S.), to the Florida Sports Foundation (FSF) for initial review and evaluation. On November 29, 2016, the FSF President and CEO delivered the application to the Department of Economic Opportunity (DEO) and stated that the documentation submitted meets the criteria for funding as specified under section 212.20(6)(d)6.e., F.S. On January 25, 2017, DEO received the statutorily required certified copies of the County's Addendum and Amended and Restated Facilities Use Agreement with the New York Mets Major League Baseball team, as well as the additional statutorily required documentation requested in the December 20, 2016 letter.

We are pleased to inform you that DEO has determined the County is eligible to receive funding in the amount of \$83,333.00 monthly, for a period not to exceed 20 years. DEO will notify the Department of Revenue of the County's certification.

Receipt of funds under s. 288.11631, F.S. is contingent on all of the following:

- (1) The County's prospective distributions under s. 288.1162, F.S., will end.
- (2) The County must satisfy all outstanding bonds associated with the project for which the County received its certification under s. 288.1162, F.S.; and
- (3) The County must enter into an agreement with DEO, as required by subsection 288.11631(2)(c), F.S.

We look forward to working with you on the agreement. If you have any questions concerning this letter please contact Katherine Morrison Manager of Strategic Industry Partnerships, Division of Strategic Business Development at (850) 717-8973.

Sincerely,

A handwritten signature in cursive script, appearing to read "Karl Blischke".

Karl Blischke

Director, Strategic Business Development

KB/km

cc: Leon M. Biegalski, Florida Department of Revenue  
John Webb, Florida Sports Foundation

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399

866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax

[www.floridajobs.org](http://www.floridajobs.org) | [www.twitter.com/FLDEO](http://www.twitter.com/FLDEO) | [www.facebook.com/FLDEO](http://www.facebook.com/FLDEO)

C17-03-235

**SPRING TRAINING PROGRAM AGREEMENT  
BETWEEN  
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY  
AND  
ST. LUCIE COUNTY, FLORIDA**

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THE SPRING TRAINING FACILITY FUNDING AGREEMENT ("Agreement") Number SB17-007 is made and entered into by and between the State of Florida (the "State"), Department of Economic Opportunity ("DEO") and the ST. LUCIE COUNTY, FLORIDA (the "County"). DEO and the County are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**

**WHEREAS**, the Legislature of the State of Florida has created the Major League Baseball Spring Training Baseball Franchise Retention program under section 288.11631, Florida Statutes (F.S.) (the "Program"); and

**WHEREAS**, the Program is designed for the public purpose of constructing or renovating qualified spring training facilities within the State, in accordance with the criteria set forth in section 288.11631, F.S.; and

**WHEREAS**, the Legislature set aside specific funds reflected in section 212.20(6)(d)6.e., F.S. for certified applicants; and

**WHEREAS**, the County was certified under this program by DEO on March 17, 2017, for the County's Stadium Project (the planning, design, funding, and construction of the St. Lucie County Sports Complex, as defined in the Facilities Use Agreement entered into by the County and Sterling Facilities Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets, dated November 15, 2016, and as amended by that certain Amended and Restated Facilities Use Agreement dated January 24, 2017); and

**WHEREAS**, the County entered into a Spring Training Facility Lease and Use Agreement with the Sterling Facilities Services, L.L.C., a subsidiary of Sterling Mets, L.P., the owner of the New York Mets (hereinafter "Spring Training Franchise") dated November 15, 2016, and as amended by that certain Amended and Restated Facilities Use Agreement dated January 24, 2017, (Collectively the "Spring Training Facility Lease and Use Agreement") for the use of St. Lucie County Sports Complex (Facility) for Major League Baseball spring training; and

**WHEREAS**, pursuant to subsection 288.11631(2)(c), F.S., DEO is directed to enter into an Agreement with any applicant certified under s. 288.11631, F.S.; and

**WHEREAS**, the purpose of this Agreement is to define the Parties' mutual rights, expectations, and responsibilities for the award of the designated funds based on the County's certification.

**NOW, THEREFORE**, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are

hereby acknowledged, the Parties, intending to be legally bound hereby, and incorporating the above recitals by this reference, agree as follows:

**1. NOTICES.**

(a) All notices and demands that are required or may be given pursuant to the terms of this Agreement shall be in writing at the following respective addresses:

**If to DEO:**

Florida Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street, MSC 80,  
The Caldwell Building  
Tallahassee, Florida 32399-0001  
Telephone: (850) 717-8973  
Facsimile: (850) 410-4770  
Email: [katherine.morrison@deo.myflorida.com](mailto:katherine.morrison@deo.myflorida.com)

**If to the County:**

St. Lucie County Administrator  
2300 Virginia Avenue  
Fort Pierce, Florida 34982  
Telephone: (772) 462-1592  
Facsimile: (772) 462-2131  
Email: [tiptonh@stlucieco.org](mailto:tiptonh@stlucieco.org)

**With a copy to:**

St. Lucie County Attorney  
2300 Virginia Avenue  
Fort Pierce, Florida 34982  
Telephone: (772) 462-1420  
Facsimile: (772) 462-1440  
Email: [MCIND@stlucieco.org](mailto:MCIND@stlucieco.org)

(b) All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be deemed to have been given:

- (1) when personally delivered,
- (2) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid),
- (3) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or
- (4) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

(c) Notices and demands, in each case to the respective Parties, shall be sent to the applicable address set forth in Section 1(a), unless another address has been previously specified in writing in accordance with this Section 1(b).

(d) The Parties may modify the notice address by delivering written notice of said modification to the other Party in accordance with Section 1(b) above.

(e) If the County has knowledge that it is unable to perform its obligations or unable to make use of any portion of the funds awarded herein, the County shall notify DEO within five business days.

## 2. ADMINISTRATORS.

(a) DEO's administrator in connection with this Agreement is Katherine Morrison, Manger of Strategic Industry Partnerships, Division of Strategic Business Development; telephone: (850) 717-8973; email: [katherine.morrison@deo.myflorida.com](mailto:katherine.morrison@deo.myflorida.com).

(b) The County's administrator in connection with this Agreement is:

Name: Howard N. Tipton  
Title: County Administrator  
Email: [tiptonh@stlucieco.org](mailto:tiptonh@stlucieco.org)  
Phone: (772) 462-1592

(c) All approvals and certifications pursuant to this Agreement must be obtained from the Parties' respective administrators or their respective designees.

(d) The Parties may replace their respective administrators by delivering written notice of the appointment of a replacement administrator to the other Party in accordance with Section 1(b) above.

## 3. TERM.

(a) This Agreement is effective as of the date on which the last party executes this Agreement (the "Effective Date") and will end when the \$20 million provided for herein has been distributed to the County, or a County bond trustee, in accordance with this Agreement. Notwithstanding anything herein or in the Addendum to the contrary, DEO acknowledges and agrees that the County intends to issue a series of bonds to finance and/or refinance a portion of the cost of the Project and that the debt service on said bonds or any refunding bonds will be paid from the \$20 million provided for herein, and that, pursuant to section 288.11631(5)(f), F.S., the County may therefore not be decertified by DEO once said bonds are issued. The provisions of Articles 8, 9, 11, 12, 13, 15, 16, 17, 25, 30, 31, and 34 shall survive the expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Article 11, *Audits and Records*, of this Agreement shall terminate in accordance with the requirements of Article 11. The County is subject to decertification only if the County fails to comply with or meet the requirements of section 288.11631, F.S., or this Agreement, in which event DEO may recover incentive funds. Notwithstanding the preceding sentence, once the County is certified pursuant to the terms of section 288.11631, F.S., it may not be decertified by DEO if it has paid or pledged for the payment of debt service on, or to fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto, bonds issued for the construction of the Project for which the County was certified, or for the reimbursement of such costs or the refinancing of bonds issued for the construction of the Project for which the County was certified, or for the reimbursement of such costs or the refinancing of bonds issued for such purpose. This subsection does not

preclude or restrict the ability of the County to refinance, refund, or defease such bonds.

(b) Definitions:

(1) "Contract" means any agreement, assignment, license, lease or purchase order for the provision of construction, goods and/or services executed by the County in furtherance of the County's overall obligations under this Agreement, or contemplated under the Spring Training Facility Lease and Use Agreement as to the Project, unless specifically defined elsewhere in this Agreement.

(2) "Development Period" means the period of time between certification pursuant to section 288.11631, F.S. and full completion of all services and payments contemplated under the Spring Training Facility Lease and Use Agreement.

#### 4. DUTIES AND OBLIGATIONS OF THE COUNTY.

##### STATUTORY REQUIREMENTS

(a) The County shall comply with all the provisions of this Agreement and shall continually, throughout the term of this Agreement, meet all requirements for certification within section 288.11631, F.S. (2015), as verified and determined by DEO, which includes, but is not limited to, the following:

(1) The County is responsible for the construction or renovation of the Facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.

(2) The County must have a certified copy of a signed lease agreement with a spring training franchise. The signed agreement with a spring training franchise for the use of a facility must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise. The lease agreement must also require the franchise to reimburse the State if the franchise relocates before the lease agreement expires; the required reimbursement must be equal to the total amount of state distributions expected to be paid from the date the franchise breaks its lease agreement with the County through the final maturity of the bonds.

(3) The County must maintain its financial commitment to provide 50 percent or more of the funds required by an agreement for the construction or renovation of the facility for a spring training franchise.

(4) The County must demonstrate, at least annually, that the facility for a spring training franchise will attract (prior to completion of the County's Stadium Construction and Renovation Project) or does attract (after completion of the County's Stadium Construction and Renovation Project) a paid attendance of at least 50,000 persons annually to the spring training games held in that facility.

(5) The facility for a spring training franchise must be located in a county that levies a tourist development tax under section 125.0104, F.S.

(b) As a certified applicant under section 288.11631, F.S., the County may use state funds provided under section 212.20(6)(d)6.e, F.S. and this Agreement, only to:

(1) serve the public purpose of constructing or renovating a facility for a spring training franchise;

(2) pay or pledge for the payment of debt service on bonds issued for the construction or renovation of such facility;

(3) fund debt service reserve funds, arbitrage rebate obligations, or other amounts payable with respect thereto on bonds issued for the construction or renovation of such facility;

(4) reimburse the costs under paragraphs (1), (2), or (3), above; and/or

(5) refinance bonds issued for the construction or renovation of such facility.



(c) As a certified applicant under section 288.11631, F.S., the County may not use state funds distributed according to this Agreement and pursuant to section 212.20(6)(d)6.e, F.S., to subsidize facilities that are privately owned by, maintained by, and used exclusively by a spring training franchise.

(d) The County must place unexpended state funds received pursuant to section 212.20(6)(d)6.e, F.S., in a trust fund or separate account for use only as authorized in section 288.11631, F.S.

(e) The County's expenditure of state funds received pursuant to this Agreement must begin within 48 months after the initial receipt of said state funds. Additionally, the construction or renovation of a spring training facility within the County and pursuant to the County's certification under section 288.11631, F.S., must be completed within 24 months of the County's Stadium Construction and Renovation Project's commencement.

(f) As more fully set forth in Spring Training Facility Lease and Use Agreement and in the Addendum, if the Spring Training Franchise relocates from the Facility, the Spring Training Franchise must, as a partial remedy, reimburse the State in an amount equal to 100% of the total amount of state distributions expected to be paid from the date the Spring Training Franchise breaks its agreement or agreements with the County through the maturity of the bonds described in Section 3(a). The County agrees it has, and will have, at all times throughout the term of this Agreement, and will enforce, a valid provision for such reimbursement to the State in the Spring Training Facility Lease and Use Agreement with the Spring Training Franchise. DEO acknowledges and agrees that the provisions of Spring Training Facility Lease and Use Agreement and the Addendum meet the requirements of section 288.11631, F.S.

(g) The County agrees that, prior to making any material changes, amendments, modifications, extensions or the like, to the County's Spring Training and Facility Lease and Use Agreement, or the terms thereof, that have any effect on DEO's or the State's rights or privileges, including, but not limited to, the Spring Training Franchise's assignment of its rights and obligations under the lease, or the County's certification or the Spring Training Franchise's reimbursement requirements under section 288.11631, F.S., the County shall obtain DEO's prior, written approval.

#### REPORTING REQUIREMENTS

(h) **Annual Reports:** On or before September 1 of each year throughout the term of this Agreement, and as long as the County remains certified under section 288.11631, F.S., the County shall submit an annual report to DEO which must include, but is not limited to, the following:

(1) A detailed accounting of all local and state funds expended to date, as of the date of submission of the report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, the County must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

(2) A copy of the Spring Training Facility Lease and Use Agreement between the County and the Spring Training Franchise, including all amendments, modifications, extensions, assignments, or ancillary agreements thereto, current as of the date of the annual report. The County's Spring Training Franchise shall remain the New York Mets, unless properly changed pursuant to law and the terms of this Agreement and the Spring Training Facility Lease and Use Agreement.

(3) A cost-benefit analysis of the Spring Training Franchise's impact on St. Lucie County. This cost-benefit analysis must be substantially similar in content and format to the 2009 Major League Baseball Florida Spring Training Economic Impact Study except that its scope shall be limited to the impact on St. Lucie County.

(4) Only for those reporting periods which encompass the Development Period, a list of all Contracts with an estimated cost greater than \$250,000 executed in furtherance of this Agreement.

(5) Written evidence that the County continues to meet the certification criteria in effect when the County was certified pursuant to section 288.11631, F.S. (2015).

(6) Written evidence, including numerical and/or statistical analysis as applicable, that the County is in compliance with section 288.1167, F.S.

(7) A letter signed by the Chair of the County Commission or delegee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.

(8) Any additional documents or certifications which are reasonably related to the County's obligations under this Agreement as requested and required by DEO.

(9) Evidence of the efforts to promote and advertise the Facility that have taken place since the last reporting period, in accordance with Section 23 hereof.

(10) **Stadium Development Status Reports:** Until the Project is completed, no less frequently than on a quarterly basis, the County shall provide to DEO a written update as to the status of the Project, which requirement may be met by copying DEO on any written updates provided to the St. Lucie County Board of Commissioners. In addition, during the Development Period, the County will promptly respond to a request from DEO for any information in the the County's possession, or reports that the County is generating for its own purposes. This section does not require the County to generate financial reports beyond those specifically required by this Agreement.

## **5. DISTRIBUTIONS.**

(a) Distributions under this Agreement will be made to the County subject to and in accordance with sections 212.20(6)(d)6.e. and 288.11631, F.S.

(1) Notwithstanding anything else herein to the contrary, if pursuant to section 212.20(6)(d)(6)(e), F.S., the \$83,333.00 per month described in section 5(c) is not available to DOR for distribution as provided for in this Agreement, such event will not constitute a breach or default by DEO, DOR, or the State of Florida. For avoidance of doubt, neither the faith and credit nor the taxing power of the State of Florida is or shall be pledged in connection with this Agreement.

(2) Subject in all respects to Section 3(a) hereof, all distributions shall be subject to the terms of this Agreement, including, but not limited to Article 15, *Breach, Financial Consequences, and Remedies*.

(b) Pursuant to sections 212.20(6)(d)6.e. and 288.11631(3)(c), F.S., the Department of Revenue (DOR) will begin distributions to the County upon DEO's notification to DOR that the County has fulfilled all the requirements for certification as set forth in section 288.11631, F.S.

(c) Pursuant to subsection 212.20(6)(d)6.e., F.S., the County shall receive distributions from DOR of up to \$83,333.00 monthly, beginning July 1, 2017, or following execution of this Agreement, whichever is later, and continue, for not more than 20 years from the initial distribution date, in an amount not to exceed a total sum of \$20,000,000.00. Subject in all respects to Section 3(a) hereof,

failure to comply with the requirements set forth in this Agreement or applicable law, may result in the application of financial consequences as set forth in Article 15, *Breach, Financial Consequences, and Remedies*, of this Agreement, the repayment of funds as referenced in section 288.11631, F.S., or Article 34, *Return or Recoupment of Funds*, of this Agreement.

(d) The County may request in writing at least 20 days before the next monthly distribution that DEO halt future distributions. If such a request is made, upon receipt by DEO, DEO shall immediately notify DOR to halt future distributions for such period of time as DEO deems appropriate, under the circumstances, but only as permitted by law.

## 6. CONTRACTS.

(a) The County shall be responsible and liable for all work performed and all expenses incurred in connection with the County's Stadium Construction and Project or any activities related to, in connection with, or in furtherance of this Agreement.

(b) The County may, as appropriate and in compliance with applicable law, contract the performance of the activities related to, in connection with, or in furtherance of this Agreement, including entering into contracts with vendors for services and commodities, *provided, however*, that the County shall be solely liable to the subcontractor for all expenses and liabilities. The County shall not enter into a subcontract in which DEO could be held liable to the subcontractor for any expenses or liabilities. The County agrees that DEO shall not be held liable to the subcontractor for any expenses or liabilities incurred under any contract. Pursuant to section 768.28, F.S., and to the extent permitted by applicable law, the County shall, at its expense, defend and hold DEO harmless of any liabilities incurred under any of the contracts entered into by the County in connection this Agreement. As between DEO and the County, the County shall be liable for all work performed and all expenses incurred as a result of any subcontract entered into by the County in connection this Agreement. The County shall ensure that contractors hired by the County in connection with the County's Sport Complex, or any activities related to this Agreement, comply with all relevant terms of this Agreement.

(c) Any Contract executed by the County after the Effective Date of this Agreement, for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement shall be evidenced by a written document and include provisions requiring compliance with this Agreement and all applicable Federal, State, and local laws, regular performance reporting, accounting for proper use of funds provided under the Agreement (including the provision of audit rights pursuant to Attachment A, *Audit Requirements*, as applicable.) Contract, as used in this paragraph, shall mean any agreement, assignments, leases or purchase order for the provision of construction, goods and/or services executed specifically by the County in furtherance of the County's overall obligations under this Agreement, unless specifically defined elsewhere in this Agreement.

## 7. INDEPENDENT CAPACITY OF CONTRACTOR.

(a) The Parties mutually understand and agree that the County, its officers, agents, employees, subcontractors or assignees, in the performance of the County's duties and responsibilities under this Agreement, is at all times acting and performing as an independent contractor and not as an officer, employee or agent of the State of Florida. Nothing in this Agreement is intended to, or shall be deemed to constitute, a partnership or joint venture between the Parties.

(b) The County shall not represent to others that it has the authority to bind DEO.

(c) Neither the County, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

(d) The County agrees to take such action as may be necessary to ensure that each contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

(e) DEO will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to the County, its Spring Training Franchise, beneficiary, its subcontractor, or assignee in furtherance of this Agreement.

(f) DEO shall not be responsible for withholding taxes, if any, with respect to the County's distributions hereunder. The County shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. The County shall ensure that its employees, contractors, and other agents, receive benefits and necessary insurance from an employer other than the State of Florida, to the extent required by law.

(g) The County, at all times during the Agreement, must comply with any and all applicable reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S.

(h) The County agrees to take such steps as may be necessary to ensure that each contractor of the County will be deemed to be an independent contractor and will not be considered or permitted to be an agent of the State of Florida.

(i) The County shall not pledge the State of Florida's nor DEO's credit nor make the State of Florida or DEO a guarantor of payment or surety for any contract, debt, obligation, judgment lien, or any form of indebtedness.

## 8. LIABILITY.

(a) DEO shall not assume any liability for the acts, omissions to act, or negligence of the County, its Spring Training Franchise, agents, beneficiaries, affiliates, contractors, subcontractors, servants, or employees. In all instances, the County shall be responsible for any injury or property damage resulting from any activities conducted by the County in the performance of this Agreement.

(b) DEO shall not be liable to the County for special, indirect, punitive, or consequential damages. DEO shall not be liable for lost profits, lost revenue, or lost institutional operating savings.

## 9. INDEMNIFICATION.

(a) The Parties acknowledge that nothing in this Agreement shall constitute (1) an agreement by either Party to indemnify or insure the other Party for the other Party's negligence or to assume any liability of the other Party's negligence; (2) a waiver of sovereign immunity beyond the limits set forth in Section

768.28, F.S. or any applicable waiver of sovereign immunity that is inherent in the act of contracting; (3) a waiver of any defense the parties may have under such statute; or (4) consent to be sued by third parties.

(b) The County shall indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from any and all suits, actions, damages, and costs of every name and description that arise from or are related to this Agreement, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by the County, its employees, contractors, and subcontractors, provided, however, that the County is not obligated to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or DEO.

(c) The County shall indemnify, defend, and hold harmless the State and DEO, its employees and agents, from liability of any nature or kind, including costs and expenses for or on account of any trademarked, trade secret, copyrighted, patented, or unpatented invention, process, product or article manufactured by the County. DEO shall not be liable for any royalties.

(d) The County's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or DEO giving the County:

- (1) written notice of any action or threatened action,
- (2) the opportunity to take over and settle or defend any such action at the County's sole expense, and
- (3) assistance in defending the action at the County's sole expense.

The County is not obligated to be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without the County's prior written consent, which shall not be unreasonably delayed, conditioned or withheld.

(e) At DEO's election and upon notification to the County, the County shall assume the defense or settlement of any third-party claim arising under this Agreement with counsel reasonably satisfactory to DEO; *provided, however*, that the County shall not settle or compromise any such claim in an amount more than \$10,000 without DEO's prior written consent. Notwithstanding the foregoing, (1) DEO shall have the right, but not the obligation, at its option and expense, to participate fully in the defense or settlement of any third-party claim; and (2) if the County does not continuously defend or settle any third-party claim within 30 days after it is notified of the assertion or commencement thereof, then (i) DEO shall have the right, but not the obligation, to undertake the defense or settlement of such claim for the account and at the risk of the County, and (ii) the County shall be bound by any defense or settlement that DEO may make as to such claim. DEO shall also be entitled to join the County in any third-party claim for the purpose of enforcing any right of indemnity hereunder.

## **10. RESPONSIBILITIES OF GOVERNING BOARD OR AUTHORITIES.**

The Parties agree that any information, including updates, reports, publications, studies, and any and all reasonably requested information, that is required by Federal, State or local law shall be approved by a person having the authority to do so prior to submission, and shall be signed only by those persons having the legal authority to do so or appropriately ratified by such an authority.

## **11. AUDITS AND RECORDS.**

(a) The County shall retain and maintain all records so as to sufficiently and properly reflect all expenditures of funds distributed under this Agreement, in accordance with generally accepted accounting procedures and practices. Records shall include, but are not limited to, independent auditor working papers, notes, books, vouchers, bills, invoices, requests for payment, receipts, and other supporting source documentation, including electronic storage media. Such records shall be subject at all times to inspection, review, and audit by, as well as transfer to, representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, or representatives of the Federal government and their duly authorized representatives upon request.

(b) The County agrees to comply with all applicable audit requirements of section 215.97, F.S., and those found in Attachment A, *Audit Requirements*; and, if an audit is required, the County shall disclose all related transactions to the auditor.

(c) The County shall maintain and retain all County records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement, as well as all financial records related to funds paid by the County to any parties for work on the matters that are the subject of this Agreement, in accordance with the record retention requirements of Part V of Attachment A, *Audit Requirements*. The County shall cooperate with DEO to facilitate the duplication and transfer of such records or documents upon request of DEO.

(d) If applicable, the County shall submit a written independent audit report to DEO specifically covering the period of Agreement expenditures pursuant to sections 215.97 and 11.45, F.S., and other relevant laws.

(e) The County must provide copies of any audit referencing this Agreement, the audit transmittal letter, and any response to such audit to DEO within 30 days of receipt by the County.

(f) The County will comply with section 20.055(5), F.S., including, but not limited to, the duty of the County, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, F.S. The County agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the County's beneficiary, contractors' or subcontractors' compliance with the terms of this Agreement which results in a finding of noncompliance, fraud, illegality, or financial misuse, in connection with this Agreement by the County or its Spring Training Franchise, beneficiary, contractor(s), or subcontractor(s). Such reasonable costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

(g) The County shall include the audit and record keeping requirements aforementioned in this Article and in Attachment A, *Audit Requirements*, in all contracts, subcontracts, leases, assignments, and agreements executed for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement.

(h) Within 60 working days of the close of the County's fiscal year, on an annual basis, the County shall electronically submit a completed *Audit Compliance Certification* (a version of this certification is attached hereto as Attachment B) to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com). The County's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement.

within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and the County.

## 12. ACCESS TO RECORDS AND PUBLIC RECORDS REQUIREMENTS.

(a) DEO may perform on-site reviews to independently validate any information or reports submitted to DEO. The County shall allow DEO's Agreement Manager and other DEO authorized personnel access to any information and any other documents requested by DEO for purposes of monitoring the County's performance under or compliance with this Agreement.

(b) The County must comply with all applicable Florida public records law as it relates to this Agreement. In particular, the County shall allow public access to all documents, papers, letters or other materials made or received by the County in conjunction with this Agreement that are public records as that term is defined by Fla. Stat. 119.011 (12) unless the records are exempt, and/or confidential pursuant to section 24(a) of Article I of the State Constitution, section 119.07(1), F.S., or other Florida statute(s).

(c) The County is responsible to respond to each and every request the County receives for public records made, as provided by law, received or in the custody or control of the County in conjunction with this Agreement, in accordance with chapter 119, F.S.

(d) The County acknowledges that DEO is subject to the provisions of chapter 119, F.S., and that documents submitted to DEO, or in DEO's custody or control, in relation to this Agreement constitute public records, subject to exemption and confidentiality under Florida law. The County shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S.

(e) The provisions of chapter 119, F.S., and other applicable Florida and federal laws govern the disclosure of any confidential information received by the Parties.

(1) If the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, partners, contractors, or subcontractors submit records to DEO that the County, the County's Spring Training Franchise or its affiliates, or the County's contractors or subcontractors, deems legally confidential and/or exempt from public disclosure, as trade secrets, proprietary confidential business information, or for any other valid legal exemption under applicable Florida or Federal law, such records must be properly identified as such prior to submission to DEO. Failure to identify the legal basis for and the specific content of each claim of exemption and/or confidentiality from the requirements of chapter 119, F.S. or other law, prior to submittal of the record to DEO, may serve as a waiver of a claim of exemption and/or confidentiality of that record.

(2) The County shall ensure that public records in the custody and/or control of the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, partners, contractors or subcontractors that are confidential are not disclosed except as authorized by law.

(3) The County shall not disclose to third parties any confidential information obtained by the County, the County's Spring Training Franchise or its affiliates, or the County's agents, employees, officers, contractors or subcontractors in furtherance of this Agreement.

(i) The County shall notify DEO verbally within 24 hours, and in writing within 72 hours of any improper disclosure or unauthorized use of confidential information related to this Agreement by

the County, its employees, agents, or representatives which is not in compliance with the terms of this Agreement or Federal or State law or if any information related to this Agreement is subpoenaed.

(ii) The County shall make a report to DEO not more than 7 business days after the County learns of such an improper disclosure or unauthorized use of confidential information. The County's report shall identify, to the extent known, the nature of the improper disclosure or unauthorized use, the confidential information disclosed or used, who made the disclosure of or used the information, what the County has done or shall do to mitigate any deleterious effect of the improper disclosure or unauthorized use, and what corrective action the County has taken or shall take to prevent future similar unauthorized use or improper disclosure. The County shall provide any other such information about the unauthorized use or improper disclosure as reasonably requested by DEO. The County shall take all steps DEO deems advisable to mitigate, resolve and/or prevent the unauthorized use or improper disclosure of confidential information shared or exchanged by the Parties and their affiliates in connection with this Agreement.

(f) Upon expiration of this Agreement, County shall either (a) transfer, at no cost, to DEO all public records in possession of County which are reasonably related to this Agreement or (b) keep and maintain public records which are reasonably related to this Agreement as required by law. If the County keeps and maintains public records upon completion of the Agreement, County shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

(g) To the extent allowable by law, and without waiving the sovereign immunity of the County, the County shall be fully liable for the actions of its Spring Training Franchise, agents, employees, partners, contractors, and subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to public record requests or public record law violation(s), alleged to be caused in whole or in part by the County, its Spring Training Franchise, agents, employees, partners, contractors, or subcontractors, provided, however, that the County does not indemnify for that portion of any costs or damages proximately caused by the negligent act or omission of the State or DEO. DEO, in its sole discretion, has the right, but the not obligation, to enforce this indemnification provision.

(h) The County shall include provisions in accordance with this Article, chapter 119, F.S., and all applicable Florida public records law, in all agreements, assignments, leases, contracts, and subcontracts executed or amended after the effective date of this Agreement for the expenditure of funds from, related to, in connection with, or in furtherance of this Agreement.

### 13. GOVERNING LAW.

This Agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party shall perform its obligations herein in accordance with the terms and conditions of this Agreement. Without limiting the provisions of Article 15, *Breach, Financial Consequences, and Remedies*, or Article 34, *Return or Recoupment of Funds*, of this Agreement, the exclusive venue of any legal or equitable action that arises out of or relates to this Agreement to which DEO is or may be a party shall be brought in the appropriate court in Leon County, Florida, applying Florida law; in any such action, the County waives any right to jury trial.



#### 14. STRICT COMPLIANCE.

The County agrees that all acts to be performed by it in connection with this Agreement must be performed in strict conformity with all local, State and Federal laws and regulations. For the avoidance of doubt, to the extent of any conflict between the terms of this Agreement and any law or regulation, the law or regulation shall control.

#### 15. BREACH, FINANCIAL CONSEQUENCES, AND REMEDIES.

(a) If the County fails to comply with any of the terms of this Agreement, including but not limited to, timely delivery of the reports required under this Agreement, or continuing to meet the criteria for certification under section 288.11631, F.S., DEO may exercise any of the remedies available to it at law or in equity, and including, but without limitation, imposition of financial consequences as set forth in subsection (b) and (c) below.

(b) If the County fails to cure any breach or default of this Agreement or applicable law related thereto, DEO may impose the following financial consequences, as allowable by law:

(1) If the County fails to timely or adequately provide, as determined by DEO in its sole, reasonable discretion, any of the reports, documents, certification(s), or portions thereof required by this Agreement, or requested by DEO pursuant to this Agreement, including, but not limited to, the reports, documents, and certifications described in Article 4, *Duties and Obligations of the County*, of this Agreement, DEO will provide written notice of said failure to the County. The County shall have 30 days from such written notice to cure the failure (which notice shall state with particularity what report, document, certification or portion thereof that DEO considers has not been provided), prior to the imposition of any financial consequence; however, if said failure is not cured, in DEO's sole, reasonable discretion, after 30 calendar days, a financial consequence of \$100.00 per calendar day will be imposed until such time as the failure is cured. If said breach or default is not capable of being cured within 30 days, the County shall provide DEO with a response setting forth a plan, including a timeframe, for curing the breach or default, which is subject to review and approval by DEO. Following said review and approval, the County shall not be subject to any financial consequence if County complies with the plan for cure; however, if, in DEO's sole reasonable discretion, the County fails to comply with the plan for cure, a financial consequence of \$100.00 per calendar day will be imposed until such time as the County complies with the plan for cure or until the breach or default is cured, whichever occurs earlier. This financial consequence shall be imposed independently for each outstanding document or missing or inadequate portion thereof.

(2) If no Spring Training Franchise is operating at the Facility during the term of this Agreement either (a) due to modifications to the County's Spring Training Facility Lease and Use Agreement with a Spring Training Franchise, made without DEO's prior consent, or (b) due to the departure of the Spring Training Franchise resulting from a breach of contract by the County as determined by an administrative tribunal or a court of competent jurisdiction, and if DEO does not receive adequate repayment from the Spring Training Franchise, DEO may impose a financial consequence in an amount up to 100% of the County's remaining monthly distributions received from the State under this Agreement, each month if a Spring Training Franchise is not operating at the Facility, until such time as the County cures, in DEO's sole, reasonable discretion, said breach or default.

Provided, however, the above financial consequence shall terminate if the County enters into a new lease agreement with a replacement Spring Training Franchise, which must be with a major league

baseball Spring Training Franchise and approved by DEO, for a term at least equal to the time remaining on the original Spring Training Franchise Lease and Use Agreement.

(3) If DEO determines that the County has knowingly submitted or certified to information, or knowingly made a representation, that is false, misleading, deceptive, or otherwise untrue, and said submittal, certification, or representation relates to a material provision of this Agreement, DEO shall provide notice of the same to the County. The County shall have 30 days from such notice to respond to DEO's determination. If, following the receipt of the County's response, DEO determines that the County has violated this subsection, DEO may at its option either (a) impose a liquidated financial consequence in an amount up to the County's monthly distributions received from the State under this Agreement for a single month, or (b) pursue any rights and remedies available at law to DEO for the false, misleading, deceptive or otherwise untrue representation. This section shall not in any way limit the rights of DEO under law, including, but not limited to, the right to seek rescission of this Agreement based on fraud in the inducement principles.

(4) Following completion of the facility, which is to occur within 24 months from the project's commencement, as described in s. 288.11631(3)(d)3., F.S., if the County has failed to maintain its financial commitment to provide 50 percent or more of the funds required for the construction or renovation of the Facility, DEO shall provide the County a notice and at least 60 days opportunity to cure the deficiency. If the deficiency is not timely cured, the County shall repay to DEO a pro-rated amount of the total award, calculated by multiplying the percentage of funds not matched by the total award. DEO shall permit the County to make such repayments in equal parts for the remainder of the term of this Agreement.

(c) If the County materially breaches, or defaults under, this Agreement, other than as described in subsections (b)(1)-(4) above, DEO shall provide 60 days written notice to the County, during which time the County shall either enter into a corrective action plan with DEO that must be agreeable to DEO, or the County must otherwise cure the breach. If the County fails to enter into a corrective action plan with DEO, or otherwise cure the breach, or if the County fails to substantially comply with the terms of the corrective action plan, DEO may impose a financial consequence in an amount of up to \$5000 each month, until such time as the County cures, in DEO's sole, reasonable discretion, said breach or default, or begins complying with the corrective action plan agreed to between DEO and the County.

(d) The County and DEO agree that wherever one Spring Training Franchise would be required by section 288.11631, F.S., or by this or any other agreement, including the Spring Training Facility Lease and Use Agreement with the New York Mets, or by other law, to repay to DEO amounts that were or will be provided to the County under this Agreement, DEO must demand such amounts from the Spring Training Franchise.

(e) The sanctions set forth in this section 15 are not sole remedies, and shall be cumulative with any rights and remedies available to DEO under law.

## 16. SEVERABILITY.

If any term or provision of this Agreement, in whole or in part, is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such term or provision shall be severed from this Agreement. This Agreement and the rights and obligations of the Parties shall be construed as if this Agreement did not contain such severed term or provision, and this Agreement otherwise shall remain in full force and effect.

**17. PRESERVATION OF REMEDIES.**

No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default under this Agreement will impair any such right, power, or remedy of either Party, nor will such delay or omission be construed as a waiver of any such breach or default or any similar breach or default. Any waiver must be in writing and signed by the Party to be charged. No waiver of a right, power, or remedy shall, or shall be construed to, waive any similar or future right, power, or remedy. The rights and remedies available to DEO under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to DEO.

**18. DISCRIMINATORY VENDOR.**

The County acknowledges the provisions of section 287.134, F.S. The County shall disclose to DEO if any of its affiliates, as defined by section 287.134(1)(a), F.S. appears on the discriminatory vendor list. The County shall ensure provisions in accordance with section 287.143, F.S., are present in all agreements, assignments, leases, contracts, and subcontracts in furtherance of or related to this Agreement which are entered into after the effective date of this Agreement.

**19. NON-DISCRIMINATION.**

The County shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, race, sex, creed, color, handicap, national origin, or marital status. The County shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement which are entered into after the effective date of this Agreement.

**20. HARASSMENT-FREE WORKPLACE**

The County shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The County shall insert a provision in accordance with this Article, in all subcontracts for services in relation to this Agreement that executed after the effective date of this Agreement.

**21. PUBLIC ENTITY CRIMES.**

The County affirms that it is aware of the provisions of section 287.133, F.S., and that at no time has the County, its Spring Training Franchise, or its affiliates, as defined by section 287.133(1)(a), F.S., been convicted of a Public Entity Crime. The County agrees that it shall not violate such law. The County shall insert a provision in accordance with this Article and the applicable Florida Statutes in all agreements, assignments, leases, contracts, and subcontracts in connection with or related to this Agreement that are either an agreement with the Spring Training Franchise, or are another agreement and are either amended or executed after the effective date of this Agreement.

**22. WARRANTY OF ABILITY TO PERFORM.**

The County warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would prohibit, restrain, or diminish the County's or its Spring Training Franchise, beneficiary's or its affiliates' ability to satisfy

its Agreement duties or obligations. The County shall immediately notify DEO in writing if the County's or its Spring Training Franchise's or its affiliates' ability to perform in connection with this Agreement is compromised in any manner during the term of this Agreement.

### **23. PROMOTION/ADVERTISEMENT OF FACILITY.**

The County shall undertake reasonable efforts to promote and advertise the Facility.

### **24. LOBBYING.**

(a) Pursuant to sections 11.062 and 216.347, F.S., the County shall not use any funds received under this Agreement for lobbying the Legislature, the judicial branch, or any state agency.

(b) The County will keep DEO apprised of any requests for testimony or its participation in any Congressional, legislative and other State or Federal hearings, or agency, committee, or task force meetings or the like, related to this Agreement.

(c) The County shall insert a provision in accordance with this Article, in all agreements, assignments, leases, contracts, or subcontracts related to this Agreement or for which funds distributed pursuant to this Agreement are to be expended, that are either an agreement with the Spring Training Franchise, or are another agreement and are either amended or executed after the effective date of this Agreement.

### **25. ATTORNEY FEES.**

DEO shall not be liable to pay attorney fees, interest, expenses or cost of collection in conjunction with this Agreement.

### **26. NON-ASSIGNMENT.**

(a) Except as otherwise provided in this Agreement, neither party may assign, delegate, nor otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other Party, which consent will not be unreasonably delayed, conditioned or withheld. Any assignment, delegation, or transfer in violation of this Article is void *ab initio*. In the event DEO approves an assignment, delegation or transfer of the v's obligations under this Agreement, the County hereby agrees that it shall remain responsible for all work performed and all expenses incurred in connection with this Agreement, regardless of such an assignment, delegation, or transfer. In addition, this Agreement shall bind the successors, assigns or legal representatives of the County.

(b) Notwithstanding Article 26(a) above, DEO shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving 30 days prior written notice to the County. This Agreement shall bind the successors, assigns or legal representatives of DEO and the State of Florida.

### **27. RENEGOTIATION AND AMENDMENTS.**

The Parties agree to renegotiate this Agreement if Federal and/or State revisions of any applicable laws or regulations make changes to this Agreement necessary. In addition to changes necessitated

by law, DEO may at any time, with written notice to the County, make changes within the general scope of this Agreement. Such changes may include modification of the requirements, changes to processing procedures, or other changes as decided by DEO. Any investigation necessary to determine the impact of any such change(s) shall be the responsibility of the County. Amendments to or modifications of this Agreement shall only be valid when such change(s) are in writing and duly executed by all Parties. Any such change(s) shall become effective upon the date of execution of both Parties or such later date as may be specified therein.

## **28. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.**

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay or failure to perform from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay or failure to perform is excusable under this paragraph, the delay or failure to perform will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay or failure to perform the County believes is excusable under this paragraph, the County shall notify DEO in writing of the delay, potential delay, potential inability to perform, or failure to perform and describe the cause of such either: (1) within ten calendar days after the cause that creates or will create the delay or nonperformance first arose, if the County could reasonably foresee that a delay or nonperformance could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay or nonperformance could result, if the delay or nonperformance is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE THE COUNTY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. ADDITIONALLY, THE FOREGOING SHALL CONSTITUTE THE COUNTY'S SOLE REMEDY OR EXCUSE WITH RESPECT TO NONPERFORMANCE BASED ON AN EVENT OF FORCE MAJEURE.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay or nonperformance is excusable under this paragraph and will notify the County of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. The County shall not be entitled to an increase in the Agreement distribution amount of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If the County's performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist, the County shall perform per the terms of this Agreement, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance from the County, provided the County grants preferential treatment to DEO with respect to any such allocation; (2) terminate the Agreement in whole or in part; or (3) pursue any other rights or remedies provided by law or under the Agreement.

## **29. AUTHORITY OF THE COUNTY'S SIGNATORY.**

Upon execution, the County shall return executed copies of this Agreement in accordance with the instructions provided by DEO along with documentation ensuring that the below signatory has

authority to bind the County to this Agreement as of the date of execution. Documentation may be in the form of a legal opinion from the County's attorney, or other reliable documentation demonstrating such authority, and is hereby incorporated by reference. DEO may, in its discretion, request additional documentation related to the below signatory's authority to bind the County to this Agreement.

### **30. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to either: (a) confer upon any third person or entity, other than the Parties and their permitted successors and assigns hereto, any rights or remedies under or by reason of the terms and conditions of this Agreement as a third party beneficiary or otherwise, except as may be specifically provided for in this Agreement; or (b) authorize any person or entity not a party to this Agreement to maintain any legal action or bring any claim for its benefit, pursuant to or based upon the terms and conditions of this Agreement.

### **31. INFORMATION RELEASE AND ADVERTISING.**

DEO does not endorse any commodity, service, project, or entity. Subject to chapters 119 and 286, F.S., the County shall not publicly disclose or disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking the County and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized contractors, subcontractors, distributors, dealers, resellers, or service representatives.

### **32. CONFLICT OF INTEREST.**

This Agreement and the use of funds distributed pursuant to this Agreement are subject to chapter 112, F.S. The County shall disclose the name of any officer, director, employee, or other agent of the County, who is also an employee of the State. The County shall disclose the name of any County employee or agent who owns, directly or indirectly, more than 5 percent of the total assets or capital stock of any business entity or its affiliates receiving funds from this Agreement.

### **33. [INTENTIONALLY LEFT BLANK]**

### **34. RETURN OR RECOUPMENT OF FUNDS.**

(a) The County shall return to DEO any overpayments (funds paid in excess of the amount to which the County is entitled under the terms and conditions of this Agreement) distributed to the County. If the County or its independent auditor discovers an overpayment has been made, the County shall repay said overpayment within 60 calendar days without prior notification from DEO. If DEO first discovers an overpayment has been made, DEO will notify the County by letter. DEO shall be entitled to charge interest at the lawful rate of interest on the outstanding balance beginning 61 calendar days after the date of DEO's notification or the County's or its auditor's discovery. The County shall send repayments to DEO's Agreement Manager, and make checks payable to the "Department of Economic Opportunity."

(b) The Parties acknowledge that s. 17.0415, Florida Statutes, permits the Chief Financial Officer of the State of Florida to assign claims among the state, its agencies, and its subdivisions, whether arising from criminal, civil, or other judgments in state or federal court.

35. [INTENTIONALLY LEFT BLANK]

36. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

37. ENTIRE AGREEMENT.

This Agreement and the Attachments and Exhibits attached hereto constitute the complete and exclusive statement of conditions of the Agreement and supersedes and replaces any and all prior negotiations, understandings, and agreements, whether oral or written, between the Parties with respect thereto. Except as expressly provided in this Agreement, no term, condition, usage of trade, course of dealing or performance, understanding of agreement purporting to modify, vary, explain or supplement the provisions of this Agreement shall be effective or binding upon the Parties unless agreed to in writing.

IN WITNESS HEREOF, and in consideration of the mutual covenants set forth above and in the Attachments and Exhibits hereto, the Parties have caused to be executed this Agreement by their undersigned duly authorized officials. By signature below, both Parties agree to abide by the terms, conditions, and provisions of this Agreement.

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

By: [Signature]  
Chairman  
Date: 3/28/17

FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Jim Poppell  
Chief of Staff  
Date: 4/10/17

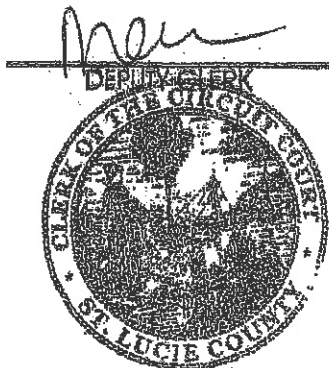
APPROVED AS FORM AND CORRECTNESS

By: [Signature]  
Name: Daniel S. McIntyre  
Title: County Attorney  
Date: 3/28/17

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY, SUBJECT TO FULL AND  
PROPER EXECUTION OF THE PARTIES  
OFFICE OF GENERAL COUNSEL  
FLORIDA DEPARTMENT OF ECONOMIC  
OPPORTUNITY

By: [Signature]  
Name: Adam Casanova  
Title: ALAC  
Date: 04/06/2017

ATTEST:





## ATTACHMENT A AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient may be subject to audits and/or monitoring by DEO as described in this section.

### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DEO. In the event DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS

#### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the recipient expends \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit 1 to this agreement indicates Federal resources awarded through DEO by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from DEO. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$300,000 (\$500,000 for fiscal years ending after December 31, 2003) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the recipient resources obtained from other than Federal entities).

4. Title 2 CFR part 200, entitled *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to title 2 CFR part 200 for revised definitions, reporting requirements and auditing thresholds referenced in this Attachment and Agreement accordingly.

## **PART II: STATE FUNDED**

This part is applicable if the recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient (for fiscal years ending September 30, 2004 or thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit 1 to this agreement indicates state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. Additional information regarding the Florida Single Audit Act can be found at:  
<http://www.myflorida.com/audgen/pages/flsaa.htm>

## **PART III: OTHER AUDIT REQUIREMENTS**

Not applicable

#### PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following at the address indicated:
  - A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)  
or  
Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126
  - B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse) at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffetsonville, IN 47132
  - C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. Pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)  
or  
Paper (hard copy):  
Department Economic Opportunity  
MSC # 130, Caldwell Building  
107 East Madison Street  
Tallahassee, FL 32399-4126

3. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred): [Audit@deo.myflorida.com](mailto:Audit@deo.myflorida.com)

or

Paper (hard copy):

Department Economic Opportunity

MSC # 130, Caldwell Building

107 East Madison Street

Tallahassee, FL 32399-4126

B. The Auditor General's Office at the following address:

Auditor General

Local Government Audits/342

Claude Pepper Building, Room 401

111 West Madison Street

Tallahassee, FL 32399-1450

Email Address: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the recipient directly to:

A. DEO at each of the following addresses:

N/A

5. Any reports, management letter, or other information required to be submitted to DEO pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments or distributions have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

*The remainder of this page is intentionally left blank.*

**EXHIBIT 1 TO ATTACHMENT A  
ALLOCATION OF RESOURCES**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

Federal Program: None

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

Federal Program: Not applicable

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

Federal Program: None

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

State Project: AWARDED BY THE DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT					
Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
General Revenue		73.016		\$20,000,000	General Revenue
				<b>Total Award</b>	<b>\$20,000,000*</b>

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

For each funding source identified above, the recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement and Amendments. Any match required by the recipient is clearly indicated in the Agreement and Amendments.

NOTE: Title 2 CFR § 200.331 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

\* Funding is provided directly to the St. Lucie County from the Department of Revenue per section 212.20(6)(d)6.e., F.S.

**ATTACHMENT B**

**Audit Compliance Certification**

*Email a copy of this form within 60 days of the end of each fiscal year in which this grant was open to [audit@deo.myflorida.com](mailto:audit@deo.myflorida.com).*

Grantee:

FEIN:

Grantee's Fiscal  
Year:

Contact's Name:

Contact's Phone:

Contact's Email:

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and the Department of Economic Opportunity (DEO)?  Yes  No

If the above answer is yes, answer the following before proceeding to item 2.

Did Grantee expend \$500,000 (\$750,000 as of July 1, 2016) or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year?  Yes  No

**If yes, the Recipient certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.**

2. Did the Recipient expend federal awards during its fiscal year that it received under any agreement (e.g., contract, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between the Recipient and DEO?  Yes  No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did the Recipient expend \$750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year?  Yes  No

**If yes, the Recipient certifies that it will timely comply with all applicable single or program-specific audit requirements of title 2 C.F.R. part 200, subpart F, as revised.**

**By signing below, I certify, on behalf of the Recipient, that the above representations for items 1 and 2 are true and correct.**

Signature of Authorized Representative

Date



EDWARD MATTHEWS  
Parks and Recreation Director

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

July 16, 2018

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

**Item #6:** Evidence, including numerical and/or statistical analysis as applicable, that the County is in compliance with section 288.1167, F.S., Minority and Women Owned Business Enterprises (MWBE).

CHRIS DZADOVSKY  
DISTRICT 1

- St. Lucie County Banner Finance program printout which identifies the Other Contractual Services adjusted budget of \$187, 983 for fiscal year 2018.
- Purchase Orders for fiscal year 2018 to date total \$57,039 and which exceed the required 15% of \$28,197.45.

ANTHONY BONNA  
DISTRICT 2

ATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

PHONE  
(772) 462-1518

TDD  
(772) 462-1428

FAX  
(772) 462-3699

E-MAIL  
HEWSE@STLUCIECO.ORG

WEBSITE  
WWW.STLUCIECO.GOV



Chart:   
 Fiscal Year:   
 Index:

Query Specific Account  
 Include Revenue Accounts

Commit Type:

Organization:  Regional Parks & Stadiums  
 Fund:  Sports Complex Fund  
 Program:  Sports Complex  
 Account:   
 Account Type:   
 Activity:   
 Location:

Account Type	Title	Adjusted Budget	YTD Activity	Commitments	Available Balance
523000	L Group Insurance	252,432.00	165,750.10	0.00	86,681.90
523004	L Dental	2,195.00	1,390.98	0.00	804.02
523050	L Group Health-Administrative	6,282.00	3,944.78	0.00	2,337.22
523100	L Life Insurance	3,659.00	2,555.72	0.00	983.28
523200	L EAP	288.00	227.18	0.00	50.82
524000	L Worker's Compensation	30,444.00	22,020.77	0.00	8,423.23
525000	L Unemployment Compensation	1,754.00	1,595.55	0.00	158.45
531000	E Professional Services	0.00	2,715.00	1,285.00	-4,000.00
534000	E Other Contractual Services	157,983.00	240,125.67	83,051.32	-145,193.99
534110	E Software Support Contracts	1,200.00	1,200.00	0.00	0.00
534300	E Contract Labor	20,000.00	36,105.56	15,438.57	-31,544.13
540000	E Travel	250.00	0.00	0.00	250.00
<b>Net Total:</b>		<b>-318,066.00</b>	<b>90,444.81</b>	<b>182,552.22</b>	



# St. Lucie County Board of County Commissioners

2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652  
Telephone: (772) 462-1700  
Fax: (772) 462-1704

## PURCHASE ORDER

Vendor: 909

Fire Equipment Services of St Lucie Inc  
434 N 7th St  
Fort Pierce FL 34950

PO Number: **P1801193**

(PO number must appear on all documents and packages)

Issue Date: 12/26/17

Delivery Date: 12/26/17

Please send invoices to:

St. Lucie County  
Sports Complex-Mets Stadium  
2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex  
Sports Complex-Mets Stadium  
527 N.W. Peacock Blvd.  
Port St. Lucie FL 34986

### Description

Requisition #: R1801249

First Data Field  
Annual/Semi Annual  
5 Hood Fire Suppression System inspection  
95 Fire Extinguishers inspections

Quantity	U/M	Unit Price	Extended Price
1.00	EA	2,500.0000	2,500.00

.XXXX

-----READ CAREFULLY-----

By the acceptance of this purchase order, the vendor specifically agrees to all of the terms and conditions on the reverse side. The vendor further agrees to indemnify the county for any liability arising out of the service provided by the vendor under this Purchase Order and to maintain insurance in the amounts required by the St. Lucie Risk Manager.

B-18-190-7210-546000-75201-LSSPCX

12/27 (12/13 Invoice 185924 \$942.30 \$1557.70  
12/13 Invoice 185925 \$657.00 \$900.70

For additional information contact:

Pamela Medina  
772-871-5476  
medinap@stlucieco.org

**TOTAL: \$2,500.00**

Federal Employers Identification: 59-6000835  
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

cate items received and send this page to Finance as a payment request.

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# St. Lucie County Board of County Commissioners

2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652  
Telephone: (772) 462-1700  
Fax: (772) 462-1704

## PURCHASE ORDER

Vendor: 36490

Master Consulting Engineers Inc  
5523 W Cypress St STE 200  
Tampa FL 33607

PO Number: **P1802238**

(PO number must appear on all documents and packages)

Issue Date: 06/13/18

Delivery Date: 06/13/18

Please send invoices to:

St. Lucie County  
Sports Complex-Mets Stadium  
2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652

Ship these items to:

Parks & Recreation/Sports Complex  
Sports Complex-Mets Stadium  
527 N.W. Peacock Blvd.  
Port St. Lucie FL 34986

### Description

Requisition #: R1802240

First Data Field  
Work Authorization #4  
Contract #C14-09-432  
Structural Engineering Inspection of First Data  
Field Sports Complex.  
B-18-362-7210-531000-107607-LSSPCX

6/19 (5/31 Invoice 0015288 \$1360.00 \$21,814.00  
7/18 (4/30 Invoice 0015968 \$8497.87 \$13,316.13

Quantity	U/M	Unit Price	Extended Price
1.00	EA	23,164.0000	23,164.00

For additional information contact:

Pamela Medina  
772-871-5476  
medinap@stlucieco.org

**TOTAL: \$23,164.00**

Federal Employers Identification: 59-6000835  
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

Indicate items received and send this page to Finance as a payment request.

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P1801219, Issue Date: 01/02/18, Delivery Date: 01/03/18

Please send invoices to:
St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:
Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Table with columns: Description, Quantity, U/M, Unit Price, Extended Price. Includes requisition # R1801273 and detailed description of field work.

For additional information contact:
Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$3,945.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

ate items received and send this page to Finance as a payment request.

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St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 17752

Custom Welding
1865 SW Biltmore St
Port St Lucie FL 34984

Table with PO Number: P1801068, Issue Date: 12/04/17, Delivery Date: 12/05/17

Please send invoices to:
St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:
Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Main table with columns: Description, Quantity, U/M, Unit Price, Extended Price. Includes terms and conditions and handwritten notes.

For additional information contact:
Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL: \$4,650.00

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

cate items received and send this page to Finance as a payment request.

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# St. Lucie County Board of County Commissioners

2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652  
Telephone: (772) 462-1700  
Fax: (772) 462-1704

## PURCHASE ORDER

Vendor: 17752

Custom Welding  
1865 SW Biltmore St  
Port St Lucie FL 34984

PO Number: **P1802061**

(PO number must appear on all documents and packages)

Issue Date: 05/14/18

Delivery Date: 05/14/18

**Please send invoices to:**

St. Lucie County  
Sports Complex-Mets Stadium  
2300 Virginia Ave.  
Ft. Pierce, FL 34982-5652

**Ship these items to:**

Parks & Recreation/Sports Complex  
Sports Complex-Mets Stadium  
527 N.W. Peacock Blvd.  
Port St. Lucie FL 34986

**Description**

Requisition #: R1802156

First Data Field  
First Data Field Electrical room concrete plank  
repair:  
Furnish and install shoring as needed.  
Sawcut and remove a 12' section of hollow core  
plank.  
Furnish and install shore brace and strip the form  
work.  
Furnish and install the concrete and reinforcing  
bars.  
XXXXX

-----READ CAREFULLY-----

By the acceptance of this purchase order, the  
vendor specifically agrees to all of the terms  
and conditions on the reverse side. The vendor  
further agrees to indemnify the county for any  
liability arising out of the service provided by  
the vendor under this Purchase Order and to  
maintain insurance in the amounts required  
by the St. Lucie Risk Manager.  
B-18-190-7210-534000-75201-LSSPCX

Quantity	U/M	Unit Price	Extended Price
1.00	EA	14,080.0000	14,080.00

**TOTAL: \$14,080.00**

Federal Employers Identification: 59-6000835  
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

Indicate items received and send this page to Finance as a payment request.

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11/20/17 8:12:00



St. Lucie County Board of County Commissioners

2300 Virginia Ave.
Ft. Pierce, FL 34982-5652
Telephone: (772) 462-1700
Fax: (772) 462-1704

PURCHASE ORDER

Vendor: 38992

Damian's Lawn Maintenance Inc
772 SE Carnival Ave
Port St Lucie FL 34983

Table with PO Number: P1801183, Issue Date: 12/20/17, Delivery Date: 12/22/17

Please send invoices to:
St. Lucie County
Sports Complex-Mets Stadium
2300 Virginia Ave.
Ft. Pierce, FL 34982-5652

Ship these items to:
Parks & Recreation/Sports Complex
Sports Complex-Mets Stadium
527 N.W. Peacock Blvd.
Port St. Lucie FL 34986

Main table with columns: Description, Quantity, U/M, Unit Price, Extended Price. Includes handwritten invoice references and amounts.

For additional information contact:
Pamela Medina
772-871-5476
medinap@stlucieco.org

TOTAL:

Federal Employers Identification: 59-6000835
State Sales Tax Exemption: 85-8012622335C-9

Incomplete \_\_\_\_\_ Complete \_\_\_\_\_

Indicate items received and send this page to Finance as a payment request.

RECEIVING COPY

**WORK AUTHORIZATION NO. 04  
CONTRACT C14-09-432  
STRUCTURAL ENGINEERING SERVICES**

THIS WORK AUTHORIZATION is made as of the 18 day of May, 2018, by and between the **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **MASTER CONSULTING ENGINEERS, INC.**, hereinafter referred to as the "Consultant".

**WITNESSETH:**

**WHEREAS**, on September 2, 2014, the County entered into a Professional Engineering Services Agreement (Contract No. C14-09-432) hereinafter referred to as "Contract" with the Consultant to provide continuing professional structural engineering services; and,

**WHEREAS**, pursuant to the Contract, the Consultant is to provide the professional services as outlined in this individual work authorization; and,

**NOW, THEREFORE**, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties who are legally bound, hereby agree as follows:

1. **PROJECT:**

The County has determined that it would like to complete a project described below:

*Structural Engineering Inspections of First Data Field Sports Complex  
525 NW Peacock Blvd., Port Saint Lucie, Florida*

(hereinafter referred to as "the Project".)

2. **SERVICES:**

The County has determined that it would like to utilize the services of the Consultant in the completion of the Project, to provide professional architectural services for the Project under the pricing, terms and conditions of the continuing contract (C14-09-432). The services to be provided by Consultant on the Project shall be for those as outlined in the Scope of Services attached hereto as Exhibit "A" and according to the schedule which is attached hereto and made a part of this work authorization and incorporated herein.

3. **COMPENSATION:**

The cost to perform all services as described in the attached Scope of Services shall be paid at the hourly rates and will not exceed a total amount of **\$23,164.00** (twenty-three thousand one hundred sixty-four and 00/100 dollars), as further detailed in Exhibit "A".

4. **CONTRACT DOCUMENT:**

Except as amended hereby, all of the original terms and conditions in the Continuing Contract shall remain in full force and effect.



6. TIME OF COMPLETION:

a. It is hereby understood and mutually agreed by and between parties hereto that the time of completion is an essential condition of this Contract, time being of the essence.

b. Consultant shall commence work per the written Notice to Proceed, and shall complete all work within 60 (sixty) calendar days thereafter.

c. If the work is not fully completed according to the terms of the Contract and within the time limits stipulated herein, it is hereby acknowledged that the County will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the County, as liquidated damages, a sum of \$25.00 (twenty-five and 00/100 dollars) per day for each day following the required completion date, until the date upon which actual completion occurs.

d. The period herein above specified for project completion may be extended by such time as shall be approved by the County Administrator or designee, or the Contract may be cancelled by the County Administrator with the County invoking all rights and remedies thereof.

e. Where any deductions from or forfeitures of payment in connection with the work of this Contract are duly and properly imposed against the Consultant, in accordance with the terms of the Contract, State Laws, governing ordinances or regulations, the total amount thereof may be withheld from any monies due or to become due the Consultant under the Contract; and when deducted, shall be deemed and taken as payment in such amount.

IN WITNESS WHEREOF, the parties hereto have executed this Work Authorization effective the date first written above.

WITNESSES:

(1) [Signature]  
(2) [Signature]

BOARD OF COUNTY COMMISSIONERS  
ST. LUCIE COUNTY, FLORIDA

BY: [Signature]

COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]  
COUNTY ATTORNEY

WITNESSES:

(1) [Signature]  
(2) [Signature]

MASTER CONSULTING ENGINEERS, INC.

BY: [Signature]

PRINT NAME: Alberto Castellon

April 25, 2018

Mr. Willie J. Redden, Jr.  
Regional Parks & Stadiums Manager  
St. Lucie County Parks & Recreation  
1302 Virginia Avenue  
Fort Pierce, FL. 34982

RE: Structural Engineering Inspection of Traditions Sports Complex.  
525 NW Peacock Blvd, Port Saint Lucie, FL 34986

Dear Mr. Redden:

Master Consulting Engineers, Inc. (MCE) is pleased to present this proposal for structural engineering inspection services for the Traditions Sports Complex NY Mets Stadium located in Port St. Lucie, Florida.

Project Description:

Based on information and drawings provided, the following is MCE's understanding and assumptions of the required tasks for this project:

- a) The Traditions Sports Complex consists of the main baseball field with multi-level facilities and stadium seating. There are several other practice and training fields throughout the property including the Minor League Complex NW of the main field and other supporting facilities. MCE has been requested to perform a visual inspection of the accessible areas of the Sports Complex structures for the purpose of documenting the condition of these structures.

MCE Basic Scope of Service for this project is limited to:

- a) For the purpose of this proposal, ten (10) inspection areas have been identified and noted on the attached sketches.
- b) MCE will perform the structural inspections and document, in report format with corresponding photographs, the results of the findings with recommendations.

Information and Services provided by the Client:

The Client shall provide the following information and/or services for performance of the Basic Scope of Services indicated above:

- a) Legal description of the property including street address where the project will be located and owner's name and address.
- b) Any available record drawings of the Complex. Base sheet drawings in AutoCAD, Revit or PDF submitted to MCE electronically. Drawings should be provided without any third-party software applications.

MCE proposes to provide the Basic Scope of Services indicated above for a lump sum fee of \$23,164.00 plus expenses. A detailed schedule of charges is included below for information. MCE will cover the expenses of printing two review sets (single copies) and one final set (three signed and sealed copies), ~~any additional sets will be charged at our cost plus a handling fee. MCE will cover the expense of sending drawings, reports, shop drawings using regular mail, if special delivery, overnight delivery or any other service is requested, those charges will be billed at our cost plus a handling fee. Handling fee for expenses of this project will be 5% of the cost charged to MCE.~~

Invoicing will be on a monthly basis in accordance with the amount of work done. Several phases will be used as datum lines for the progress of the job. Our invoices will never exceed the amount stipulated in these phases until they are completed. These phases will be:

Area (1)	\$5,791.00	25%
Areas (2), (3), (4) & (5)	\$5,791.00	25%
Areas (6), (7), (8), (9) & (10)	\$5,791.00	25%
Final Report	<u>\$5,791.00</u>	<u>25%</u>
	\$23,164.00	100%

~~Invoices for all phases are due in thirty (30) days from the date that each phase is completed and submitted. MCE has the right to suspend services or terminate its obligation under this agreement if any invoiced amount is not paid within 60 days from the date due. After 60 days we will charge a minimum of 1.5% interest but not more than the amount allowed by the law of the State of Florida in the money owed. Final sign and sealed report will be provided after the 80% of the inspection fee is paid in full.~~

Should you be in agreement with this proposal, please signify by signing in the space provided below and return a copy to our office for our files. If drawings are received for us to proceed with work in this project, it will be understood that the proposal has been accepted as is, even though a signed copy has not been received.

Very truly yours,  
Master Consulting Engineers, Inc.



Jose F. Vazquez, PE  
Principal

Accepted by \*\*

Title

(enclosures)

## STANDARD SCHEDULE OF CHARGES

### I. PAYMENT FOR SERVICES

- A. When Master Consulting Engineers, Inc. (MCE) is to be paid on the basis of time expended and expenses incurred on the project, compensation shall be determined as noted in Sections I and II hereunder.
- B. All time spent by MCE personnel, will be billed at the rates below. Current rates for each personnel classification are as noted in the table below. ~~These rates will remain effective for a period of one year from the Effective Date of this schedule. The noted rates may thereafter be modified by MCE at six-month intervals depending on market conditions in accordance with the standard rates then being charged by MCE to other clients. However, any increase in the minimum and maximum rates will not exceed ten percent (10%) in any six-month period.~~

<u>Classification</u>	<u>Rate Per Hour</u>
Sr. Principal	\$ 225.00
Principal	\$ 200.00
Project Manager	\$ 150.00
Sr. Engineer	\$ 125.00
Project/ Design Engineer	\$ 105.00
Technician / CAD Operator	\$ 85.00
Administrative	\$ 60.00

- ~~A 50% premium (1 ½ times) will be charged over the rates indicated above for those hours required to be spent during Saturday, Sunday, Holidays or any day between 7:00pm and midnight and between midnight and 7:00am.~~

### II. PAYMENT FOR OTHER DIRECT NON-SALARY EXPENSES

- A. ~~All other expenses incurred will be separately billed at actual cost plus 10%. Such expenses include, but are not necessarily limited to, subcontractor, consultant, laboratory, and other outside vendor charges; Courier services, special delivery, long distance phone and other communications; reproduction; special equipment costs necessary for project execution; special insurance premiums; and any other costs not otherwise part of general office overhead.~~
- B. ~~The use of company or employee owned cars on the project will be billed at the rate authorized by the Internal Revenue Service (\$0.545) per mile as of the Effective Date of this Schedule. In the event rental vehicles are used at the option of the firm, the actual rental charges plus 15% will be billed in lieu of the mileage rate.~~

### III. INVOICES AND PAYMENT TERMS

- ~~Unless otherwise agreed to in writing, invoices for all services regardless of billing type (time and expense, fixed fee, etc.) will be issued every month, payable within 30 days of the invoice date. Interest of one percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days; payment thereafter to be applied first to accrued interest and then to the principal unpaid~~

~~amount. All reasonable attorneys' fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.~~

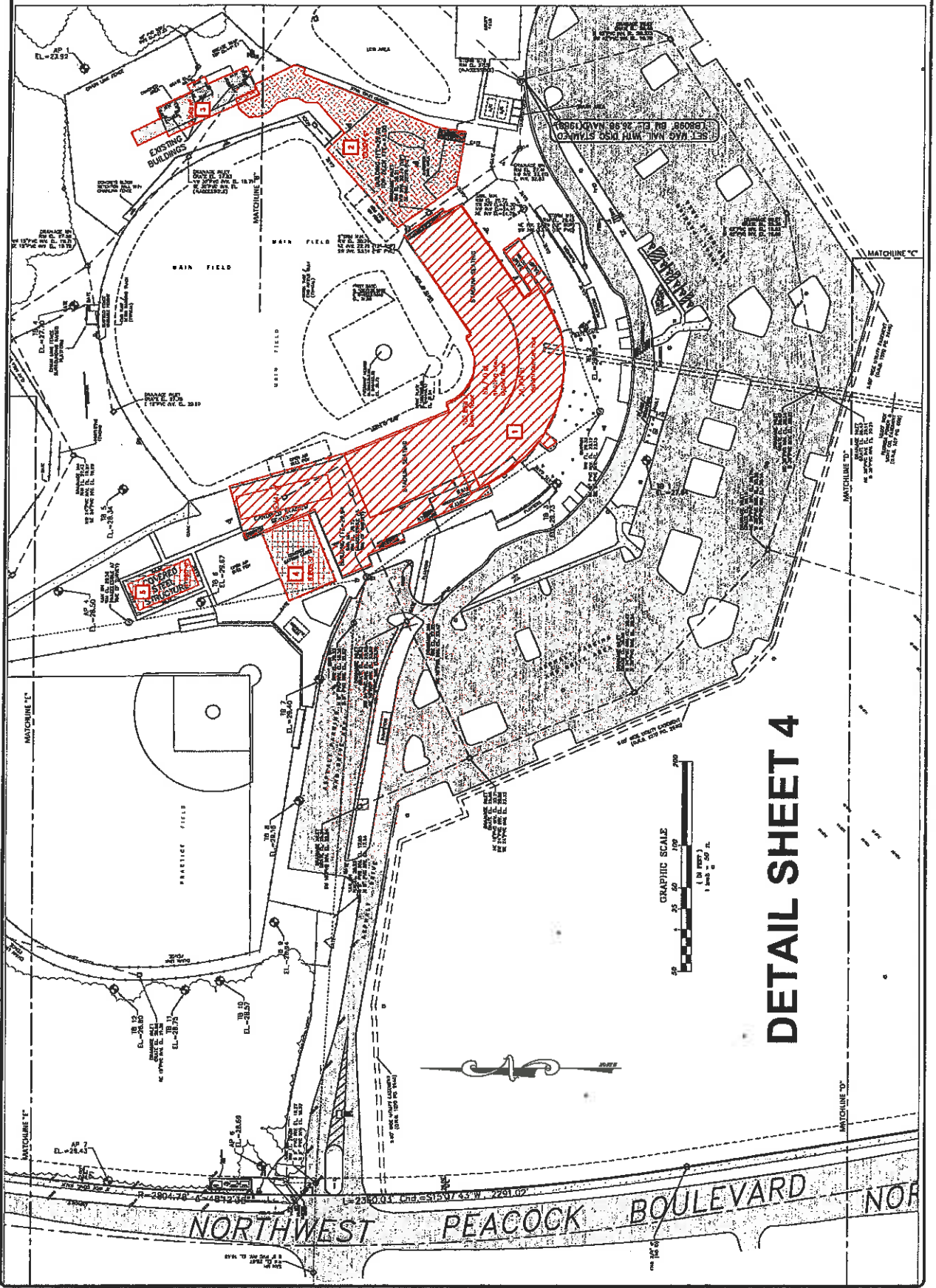
~~MCE has the right to suspend services or terminate its obligations under this agreement if any invoiced amounts are not paid within 60 days. Once services are suspended for nonpayment, they will be resumed at the convenience of MCE when all principal amounts and accrued interest are paid in full. In the event of termination, MCE has the right to payment from the Client for reasonable costs associated with termination. Any election to suspend services shall not preclude a later election to terminate. Any failure by MCE to terminate or suspend services shall not constitute a waiver of these or any other rights. All rights and remedies in this Section III are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available at law or equity.~~

#### IV. TAXES


~~The Client shall pay the cost of any sales, use, excise, value added or similar tax which is or may become applicable to the services provided by MCE. All invoiced amounts shall be increased by the amount of any such tax.~~

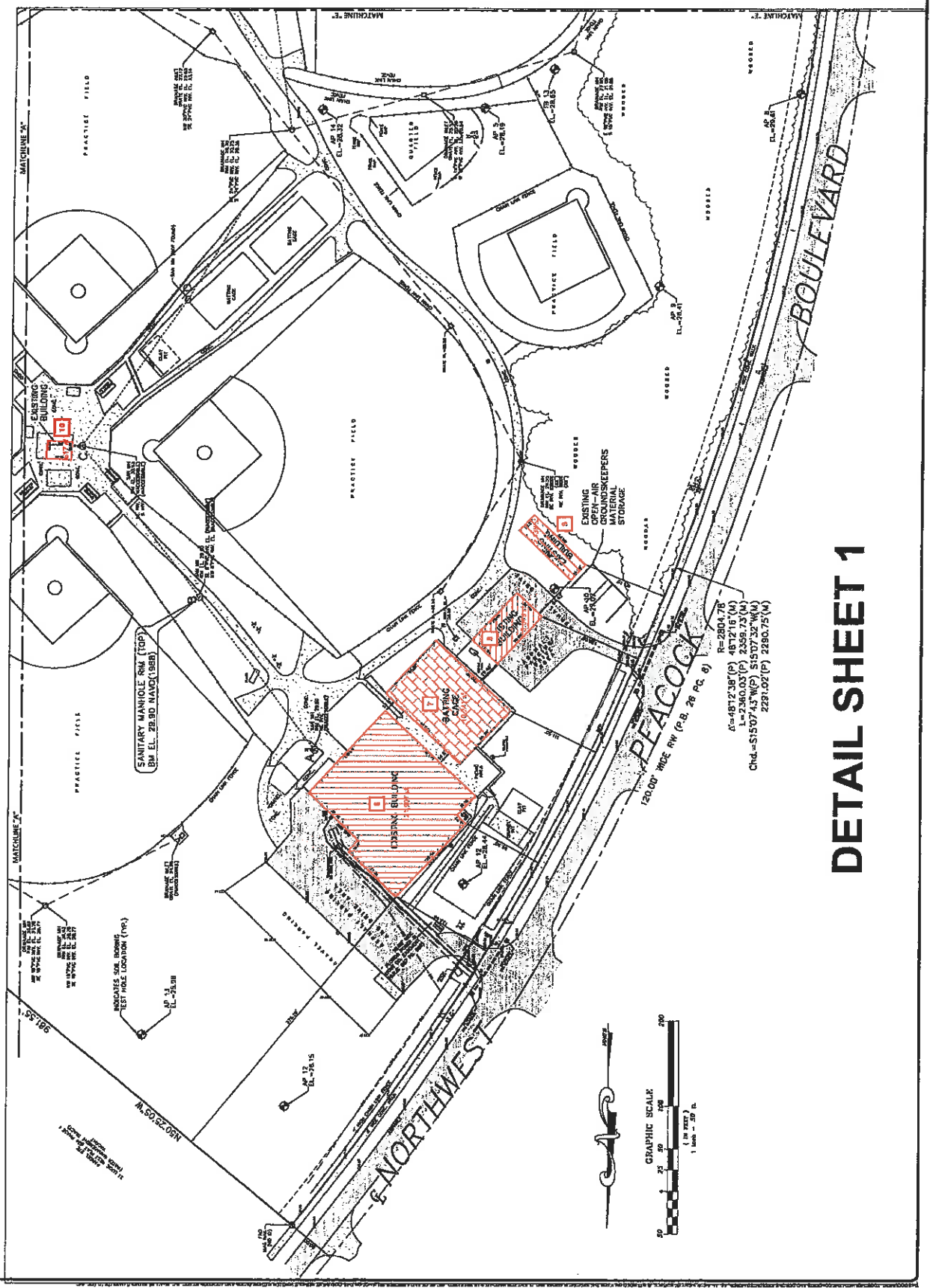


	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>DATE</td><td> </td></tr> <tr><td>SCALE</td><td> </td></tr> <tr><td>BY</td><td> </td></tr> <tr><td>CHECKED</td><td> </td></tr> <tr><td>APPROVED</td><td> </td></tr> <tr><td>PROJECT</td><td> </td></tr> <tr><td>LOCATION</td><td> </td></tr> <tr><td>DESCRIPTION</td><td> </td></tr> </table>	DATE		SCALE		BY		CHECKED		APPROVED		PROJECT		LOCATION		DESCRIPTION		<p>BOUNDARY SURVEY AT TRADITION FIELD DETAIL SHEET 1 FLORIDA PORT ST. LUCIE</p>	
DATE																			
SCALE																			
BY																			
CHECKED																			
APPROVED																			
PROJECT																			
LOCATION																			
DESCRIPTION																			



# DETAIL SHEET 4

 <p style="font-size: 8px;">MICHAEL T. OWEN PSIN #55556 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER EXPIRES 12/31/2025</p>	<p style="font-size: 10px;"><b>BOUNDARY SURVEY AT TRADITION FIELD DETAIL SHEET 1</b></p> <p style="font-size: 8px;">FLORIDA</p>	<p style="font-size: 8px;">11-096</p> <p style="font-size: 12px;"><b>S-3</b></p> <p style="font-size: 12px;"><b>3 OF 7</b></p>	
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EDWARD MATTHEWS  
Parks and Recreation Director

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

CATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
2300 VIRGINIA AVENUE  
FORT PIERCE, FL 34982

PHONE  
(772) 462-1518

TDD  
(772) 462-1428

FAX  
(772) 462-3699

E-MAIL  
EWS@STLUCIECO.ORG

WEBSITE  
WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #7:** A letter signed by the Chair of the Board of County Commissioners or designee certifying that all information and documentation contained in the annual report and submitted to DEO is true and correct.



ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

MATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

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2300 VIRGINIA AVENUE  
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WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

**Item #8:** There are no other recognized documents which are reasonably related to the County's obligations under this Agreement as requested and required by DEO.

ST. LUCIE COUNTY  
BOARD OF COUNTY  
COMMISSIONERS

FRANNIE HUTCHINSON  
CHAIR  
DISTRICT 4

LINDA BARTZ  
VICE-CHAIR  
DISTRICT 3

CHRIS DZADOVSKY  
DISTRICT 1

ANTHONY BONNA  
DISTRICT 2

KATHY TOWNSEND  
DISTRICT 5

HOWARD TIPTON  
COUNTY ADMINISTRATOR

DAN MCINTYRE  
COUNTY ATTORNEY

MAILING ADDRESS  
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WWW.STLUCIECO.GOV

July 16, 2018

**Subject:** Annual Report to the Florida Department of Economic Opportunity for the St. Lucie County Sports Complex, a State Spring Training Facility (New York Mets) under Section 288-11631, Florida Statutes

Item #9: Evidence of the efforts to promote and advertise the Facility that have taken place since the last reporting period, in accordance with section 23 of contract SB17-007.

**Evidence of St. Lucie County's  
efforts to promote and  
advertise the Facility that have  
taken place since the last  
reporting period, in  
accordance with Section 23 of  
contract SB17-007.**

## Mets Spring Training: Digital Promotion

### Website: 2 Articles

"There's more to do after the Mets game"

<https://visitstlucie.com/mets/>

90 page views

"Best Outdoor Activities in Port St. Lucie"

<https://visitstlucie.com/outdoor-guide-to-port-st-lucie/>

319 page views

### Facebook Posts: 3 organic posts

Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLucie  
Reach: 448 people

Welcome to opening day of Spring Training for the New York Mets! 🏟️ #visitstlucie #LGM  
Reach: 1223 people

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field! #VisitStLucie  
<https://www.mlb.com/mets/tickets/spring-training>  
Reach: 508 people reached

### Instagram: 1 organic post, 6 instastories

Welcome to opening day of Spring Training for the New York Mets! 🏟️ #visitstlucie #LGM  
Reach: 770

Let's Go Mets-Reach: 137

Game Ready-Reach: 99

First Game of the Season!-Reach: 136

Future Mets Fan-Reach: 95

View from the Tiki Bar-Reach: 89

It's a great night for baseball!-Reach: 158

### Twitter: 6 posts

1,735 followers



*No individual tweet data available*

### Email Campaign:

"Best Outdoor Activities in Port St. Lucie" article promoted  
5,077 unique opens

*See Social Media Posts Below*

## Facebook



Welcome to opening day of Spring Training for the New York Mets! 🌟 #visitstlucie #LGM [See More](#)

Boost Post

44

Like Comment Share


Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLuci... [See More](#)

Boost Post

Like Comment Share

## Instagram

**visitstlucie**  
First Data Field



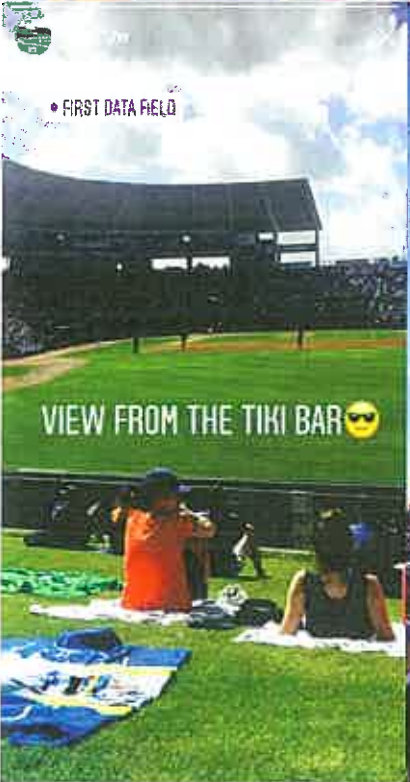
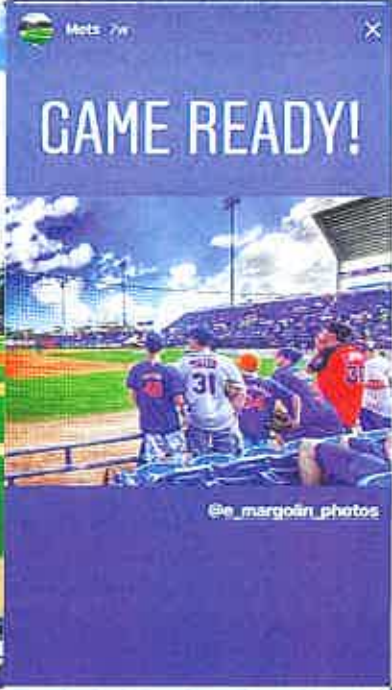
[View Insights](#) [Promote](#)

♥️ 💬 📌

Liked by mydogstink, captglynaustin and 88 others

**visitstlucie** Welcome to opening day of Spring Training for the New York Mets! 🌟 #visitstlucie #LGM







# Home RUN



VISITSTLUCIE.COM/METS

 Home of the New York Mets  
Spring Training







ST. LUCIE, FLORIDA  
*Where the*  
**SEASON**  
*Never Ends*

Escape the hustle and bustle of the big city for the serenity of St. Lucie's 21 miles of pristine beaches. An ideal vacation destination for spring training, the winter holidays, or any family getaway, St. Lucie boasts warm sunshine, blue skies, and turquoise blue water year-round. In St. Lucie, our season never ends.

*Start planning your coastal  
escape today at*

**VISITSTLUCIE.COM/METS**





one of 20 area golf courses.

## *Intentional* **WALK**

Lace up your boots and slather on the sunscreen to go from busy sidewalks to peaceful nature walks.



## *Strike* **ZONE**

Go from catching foul balls to catching wahoo and mahi mahi in a world-renowned fishing destination.

## *Home* **RUN**

Take a break from the







*Home* **RUN**



*Home* **RUN**



*Home* **RUN**



*Intentional WALK BY*

ST. LUCIE, FLORIDA  
*Where the*  
**SEASON**  
*Never Ends*

Fort Pierce • Port St. Lucie  
Hutchinson Island

VISITSTLUCIE.COM/METS

*Intentional WALK BY*

ST. LUCIE, FLORIDA  
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**SEASON**  
*Never Ends*

Fort Pierce • Port St. Lucie  
Hutchinson Island

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*Intentional WALK BY*

ST. LUCIE, FLORIDA  
*Where the*  
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*Never Ends*

Fort Pierce • Port St. Lucie  
Hutchinson Island

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**ST. LUCIE, FLORIDA**

*Where the*





Visit St. Lucie @VisitStLucie · 2/23/18  
Such a FUN day at First Data Field!  
#VisitStLucie #SpringTraining2018



2



Visit St. Lucie @VisitStLucie · 2/13/18  
What's more traditional than America's  
favorite past time? Families love @Mets  
Spring Training Games in Port St. Lucie.  
@stluciemets #VisitStLucie #FLTravelChat



1



Visit St. Lucie @VisitStLucie · 1/22/18  
We're getting closer and closer to opening  
day! Have you purchased your tickets yet?  
#VisitStLucie #Mets



1



Twitter





## Willie Redden

---

**From:** Charlotte Bireley  
**Sent:** Tuesday, July 31, 2018 8:56 AM  
**To:** Howard Tipton; Willie Redden; Edward Matthews; Daniel McIntyre  
**Cc:** Erick Gill  
**Subject:** FW: 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

FYI

**Charlotte Lombard Bireley**  
Director of Tourism & Marketing  
St. Lucie County  
2300 Virginia Avenue  
Fort Pierce, Florida 34982  
P: 772.462.1539  
F: 772.462.1128  
[www.VisitStLucie.com](http://www.VisitStLucie.com)



Fort Pierce - Port St. Lucie - St. Lucie County, Florida



**From:** Jason Hendrix [mailto:jhendrix@flsports.com]  
**Sent:** Monday, July 30, 2018 3:18 PM  
**To:** Charlotte Bireley <BireleyC@stlucieco.org>  
**Subject:** 2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida

**FOR IMMEDIATE RELEASE**  
**JULY 30, 2018**

**2018 MLB Spring Training produces \$687.1 million of economic impact for the State of Florida**  
*Contact: Jason Hendrix, Director of Communications*  
*850-488-1422 or jhendrix@flsports.com*

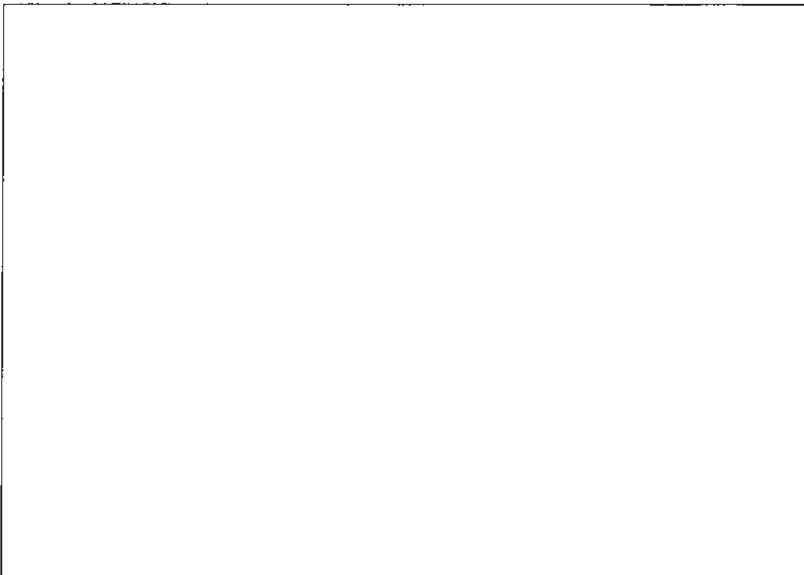
**TALLAHASSEE, Fla.** – The Florida Sports Foundation today announced that the 2018 Florida [Grapefruit League](#) generated an economic impact of \$687.1 million for the State of Florida. The Florida Grapefruit League takes place annually during the Major League Baseball (MLB) Spring Training season and features 15 MLB teams in 12 cities.

The 2018 Florida Spring Training Economic Impact Study was completed by Tallahassee-based Downs & St. Germain Research to determine the Grapefruit League's overall economic impact, including number of attendees, jobs created, and the overall associated wages for employees.

Governor Rick Scott said, “Each year, fans from around the world come to Florida to enjoy spring training. With incredible experiences, like spring training, happening in Florida, our tourism industry continues to break records. I encourage everyone who came to Florida for spring training this year to make plans to come back next year. Those who have never been to spring training in the Sunshine State, should make this unique experience a priority for next year.”

Angela A. Suggs, President and CEO of the Florida Sports Foundation said, “The Sunshine State offers exceptional opportunities for residents and visitors to enjoy the national pastime of Spring Training. We are pleased with the continued success of the Florida Grapefruit League and look forward to many more exciting opportunities to showcase the many communities in Florida, where the world comes to play.”

The study showed a 61 percent increase from the adjusted total of the last study completed in 2009. The new methodology accounted for fans who attended multiple games during Spring Training not previously included in the 2009 study. Approximately 1,500 of the 1,497,306 attended fans were surveyed to generate the League’s economic impact and fan spending throughout the 13 Spring Training ballparks. Fan spending data was collected during multiple games at all 15 Florida Spring Training teams’ games between February 23 and March 27.



A key finding of the survey showed that of the averaged total of 6,318 fans per game, 70 percent were from outside of the host teams’ local markets (52 percent out of state; 18 percent out of county). Those fans generated nearly \$584 million in economic impact. In this survey, non-local fans are categorized as individuals who were not residents of the counties in which the 13 ballparks are located.

Downs & St. Germain’s findings also showed that 7,152 jobs are created annually by Florida Spring Training, accounting for \$253.5 million in wages. Fans attending games were responsible for 355,590 paid accommodation room nights at Florida-based lodging destinations. In total, fans attended an average of 2.9 games.

The Sunshine State’s annual MLB Spring Training continues to connect with fans throughout Florida and the country as those who surveyed gave their experience in Florida an average 9.3 rating on a 10-point scale. Eighty-six percent of fans are making plans to return for the 2019 Florida Spring Training season.

Florida Spring Training dates back to the late 1800s. Under the leadership of former St. Petersburg Mayor Al Lang, four teams were recruited to play in the greater St. Petersburg area for pre-season workouts and eventually grew to nine of the MLB’s then 12 teams in 1925. The number of participating teams in the [Grapefruit League](#) has since grown to 15 of MLB’s 30 teams. Since that time, over 50 Florida communities have hosted MLB Spring Training and eight teams have held their spring training in Florida communities for over 70 years. Since 2000, nearly 30 million fans have attended MLB Spring Training games in Florida.

**Highlights from Florida’s MLB Spring training in 2018 included:**

- The New York Yankees had the highest per game average with 9,882 fans attending 16 games at George M. Steinbrenner Field in Tampa.
- The most attended day of the 2018 season was Saturday, March 24, when 64,069 fans attended the eight games of the day, for an average of 8,009 per game.
- Houston's 2017 World Series Championship resulted in a 21 percent increase in attendance for the Astros at the Ballpark of the Palm Beaches. A total of 67,931 fans attended the Astros' Spring Training Games, up from 55,881 in 2017.
- Seven teams, including the Atlanta Braves, Baltimore Orioles, Boston Red Sox, Detroit Tigers, Minnesota Twins, New York Yankees and Philadelphia Phillies, topped the 100,000 total attendance mark.
- The Red Sox had the top total attendance of the 2018 season, with 165,688 fans attending 17 games at Jet Blue Park in Fort Myers.

To access the complete results of the 2018 Florida Spring Training Economic Impact Study, [click here](#).

###

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To be removed from mailings from the Florida Sports Foundation, <http://florida.clearsender.com/manage.php?id=1603034538::787641>

Florida Sports Foundation  
A Division of Enterprise Florida, Inc.  
101 North Monroe Street, Suite 1000  
Tallahassee, FL 33201  
Phone: (850) 410-5286  
[www.flasports.com](http://www.flasports.com)

■

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Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and/or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.



## Mets Spring Training: Digital Promotion

### Website: 2 Articles

“There’s more to do after the Mets game”

<https://visitstlucie.com/mets/>

90 page views

“Best Outdoor Activities in Port St. Lucie”

<https://visitstlucie.com/outdoor-guide-to-port-st-lucie/>

319 page views

### Facebook Posts: 3 organic posts

Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLucie  
Reach: 448 people

Welcome to opening day of Spring Training for the New York Mets! . #visitstlucie #LGM  
Reach: 1223 people

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field! #VisitStLucie  
<https://www.mlb.com/mets/tickets/spring-training>  
Reach: 508 people reached

### Instagram: 1 organic post, 6 instastories

Welcome to opening day of Spring Training for the New York Mets! . #visitstlucie #LGM  
Reach: 770

Let’s Go Mets-Reach: 137

Game Ready-Reach: 99

First Game of the Season!-Reach: 136

Future Mets Fan-Reach: 95

View from the Tiki Bar-Reach: 89

It’s a great night for baseball!-Reach: 158

### Twitter: 6 posts

1,735 followers

*No individual tweet data available*

### Email Campaign:

“Best Outdoor Activities in Port St. Lucie” article promoted  
5,077 unique opens

*See Social Media Posts Below*

## Facebook

Welcome to opening day of Spring Training for the New York Mets! 🎉 #visitstlucie #LGM See More

Boost Post

44

Like Comment Share

Another good day to watch some baseball at First Data Field! #SpringTraining #VisitStLucie See More

Boost Post

Like Comment Share

## Instagram

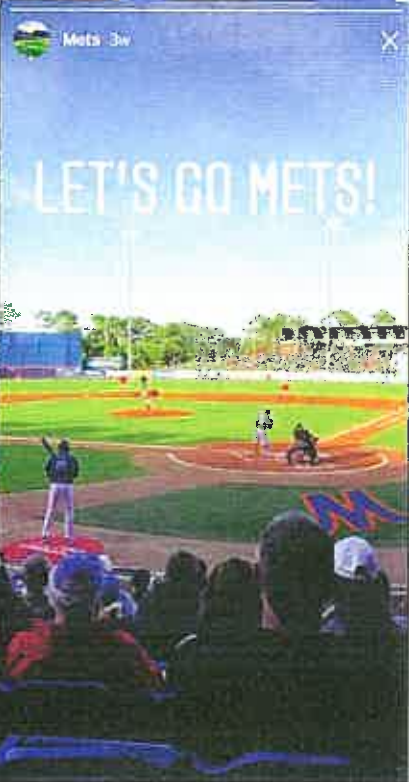
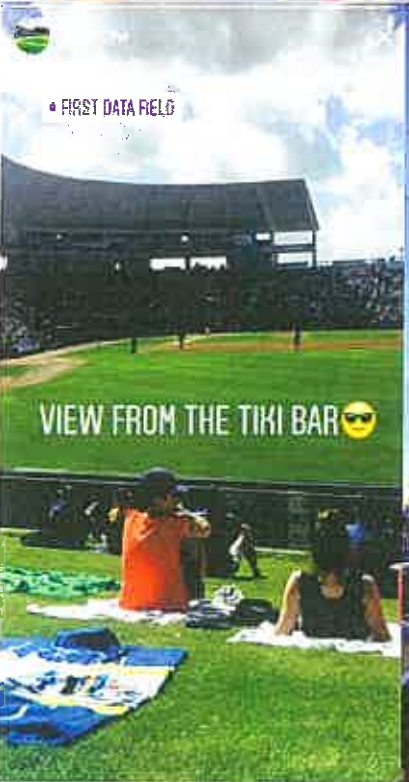
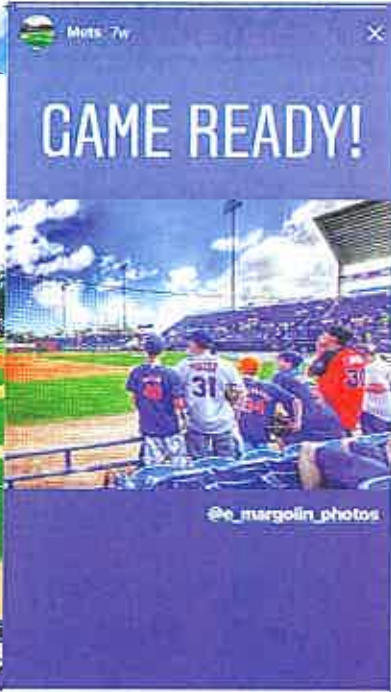
visitstlucie  
First Data Field

View Insights Promote

Like Comment Share Bookmark

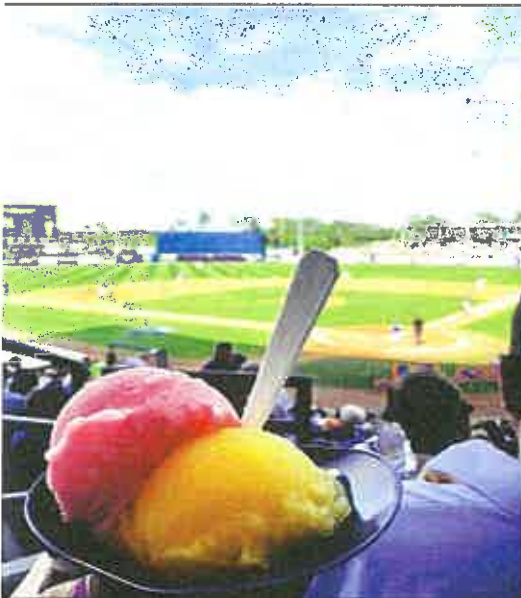
Liked by mydogstink, captglynaustin and 88 others

visitstlucie Welcome to opening day of Spring Training for the New York Mets! 🎉 #visitstlucie #LGM





Twitter



Visit St. Lucie @VisitStLucie · 3/20/18  
Spring dreams in St. Lucie. #VisitStLucie  
#firstdayofspring

1 3 19



Visit St. Lucie @VisitStLucie · 3/18/18  
Another good day to watch some baseball  
at First Data Field! #SpringTraining  
#VisitStLucie  
IGER: kaseyblair6

2 5



Visit St. Lucie @VisitStLucie · 3/18/18  
Another good day to watch some baseball  
at First Data Field! #SpringTraining  
#VisitStLucie  
IGER: kaseyblair6

2 5



Visit St. Lucie @VisitStLucie · 3/7/18  
Anyone else headed to the Mets vs.  
Yankees game today? #VisitStLucie  
#SpringTraining

1



Visit St. Lucie @VisitStLucie · 2/23/18  
Such a FUN day at First Data Field!  
#VisitStLucie #SpringTraining2018

🗨️ 2 ❤️ 7 ↗️



Visit St. Lucie @VisitStLucie · 2/13/18  
What's more traditional than America's  
favorite past time? Families love @Mets  
Spring Training Games in Port St. Lucie.  
@stluciemets #VisitStLucie #FLTravelChat

🗨️ 1 ↻️ ❤️ 5 ↗️



Visit St. Lucie @VisitStLucie · 1/22/18  
We're getting closer and closer to opening  
day! Have you purchased your tickets yet?  
#VisitStLucie #Mets

🗨️ 1 ❤️ 1 ↗️



# St. Lucie

## Where the Season Never Ends

Download the FREE Visit St. Lucie Travel App now and discover a listing of beaches, exciting activities, dining options, special events and more... all at your fingertips!



Fort Pierce • Port St. Lucie • Hutchinson Island

St. Lucie  
Florida

*...from tides to trails*

VisitStLucie.com



Available on the  
App Store



Get it on  
Google play

# Mets - Parks2018

Generated by **Erick Gille** as Aug 10 2018, 2:35PM



St. Lucie County shared **St. Lucie Mets's post.**

Jan 4, 2018

It's not too early to start thinking about Spring Training....

**St. Lucie Mets**

Hey Fans! Want to get your hands on a 5-game package, Yankees Package, or Season Tickets for Spring Training? You have until January 12th to get them! Call the Box Office at 772-871-2100 Monday-Friday, 10:00 am - 4:00 pm to grab your tickets before single game tickets go on sale on January 13th!

Post ID: RST\_nlPNhwsikVZ9TRwvjfhi  
Post Type:  
Created Date: Jan 4, 2018  
Modified Date: Jul 19, 2018  
Signature: 28196db0310341f899d3cfc68c637dc6debae4...



Michael-and Virginia Claus and 6 other



Michael-and Virginia Claus



Stephanie Downey



Patricia O'Neill Durham



Bob Reyer



Merary Lane



Evelyn Grier



Patty Hutchinson



Visit St. Lucie

Jan 4, 2018

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field!  
#VisitStLucie

https://www.mlb.com/mets/tickets/spring-training

Post ID: RPH\_1BnTelMhpxwEIA@BmXWQF  
Post Type:  
Created Date: Jan 4, 2018  
Modified Date: Apr 18, 2018  
Signature: 5da3d1f92a65a121e280896c3e7f3a9669e592...





**Visit St. Lucie**

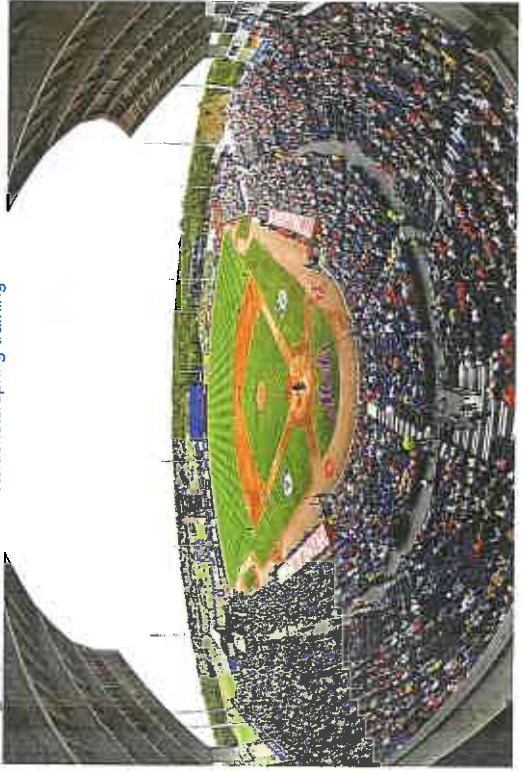
Jan 4, 2018 (Modified at Apr 18, 2018)

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field!

#VisitStLucie

<https://www.mlb.com/mets/tickets/spring-training>

#training <https://www.mlb.com/mets/tickets/spring-training>



**Visit St. Lucie**

Jan 4, 2018

2018 Bucket List #4: See a New York Mets Spring Training game at First Data Field!

#VisitStLucie

<https://www.mlb.com/mets/tickets/spring-training>



Joyce Moran and 7 other



Joyce Moran



Janel Lindstrom Cohen



Kevin O'Neil



Dave Hutchings



Sandy Janine Turgeon Roy



Lynda Leach Baker



Steven McGeary



Cheryl N Brian Brush

**St. Lucie County to St. Lucie Mets**  
Jan 4, 2018

This month's Covering the Bases with the St. Lucie Mets and the St. Lucie County Chamber of Commerce focuses on CareBag and the SLCTV video PSA grant program. <https://youtu.be/K7KEpDdcv7E>



**Covering the Bases with the Mets January 2018**

Hosts Terissa Aronson and Paul Tagliari welcome Rozanne Brown, Executive Director, CareBag Inc. and Erick Gill, Communications Division Director, St. Lucie C...

<https://www.youtube.com/embed/K7KEpDdcv7E?autoplay=1>

St Lucie County Chamber of Commerce and 1 other



St Lucie County Chamber of Commerce



Michael and Virginia Claus



St. Lucie County shared St. Lucie Mets's post.  
Jan 11, 2018

Post ID: RST\_2Pbu3zclNdxzV2O9jD@rf  
Post Type:  
Created Date: Jan 4, 2018  
Modified Date: Jun 11, 2018  
Signature: 055665b587afb50b9426516154128b511aa347c...

Post ID: RST\_1u@MSZN6075MH\_slc2Y9U  
Post Type:

## #letsgomets Single-game tickets on sale this weekend. #tcpalmsocial

### St. Lucie Mets

Want to get your hands on some New York Mets Spring Training Tickets? Come out to First Data Field THIS SATURDAY, January 13th, to purchase your tickets! Single game tickets go on sale at 10:00 am (box office, phone, and online).

Have you ever dreamed of singing the National Anthem at a Spring Training Game? You can audition from 9:00 am - 12:00 pm on Saturday January 13th at First Data Field!

Want to work at First Data Field? We will also be holding our annual Job Fair in the Conference Room at the stadium from 10:00 am - 2:00 pm! You can fill out your application and be interviewed at the same time!

It's also the LAST DAY to sign up for Silver Sluggers at the Early Bird Discounted price of \$20!

Have a child or grandchild under the age of 14? Sign them up for Klutch's Kids Crew at the stadium!

For more information, email [info@stluciemets.com](mailto:info@stluciemets.com)!

Created Date: Jan 11, 2018  
Modified Date: Aug 10, 2018  
Signature: 8d8c9ae433feb13848eca6e79f9be602b7fc5b97...

 Joe Zelenak and 8 other



Joe Zelenak



Grace Casco



Patricia O'Neill Durrham



Bob Reyer



Ashley Smith



Linda Norman



Michael and Virginia Claus



George Stock



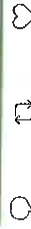
Simone Sessanna



Visit St. Lucie @VisitStLucie Jan 16, 2018

AS: Visit the A.E. Backus Museum- named after one of Florida's greatest landscape painters, enjoy a @Mets game at First Data Field, & spot manatees at the Manatee Education & Observation Center. #VisitStLucie #FLTravelChat

[pic.twitter.com/ZEQ9c1E15](https://pic.twitter.com/ZEQ9c1E15)



St. Lucie County @StLucieGov Jan 16, 2018

Single tickets are on sale now for the @Mets at First Data Field in @CityPortStLucie #VisitStLucie



Visit St. Lucie Retweeted



St. Lucie Mets @stluciemets Jan 16, 2018

A lot of snowy @MilB photos popping up today. You won't find that here! #Mets #SpringTraining pic.twitter.com/U4QLVqEcks

Post ID: RTW\_1KWdJj8eR6aTSgd8scvK2

Post Type:

Created Date: Jan 16, 2018

Modified Date: Feb 23, 2018

Signature: 62b0d2cca16e9084538e80b0zc87a43feaz63bd53...

Post ID: RTW\_31gLyw6y9s1Y6HvfkH@sL

Post Type:

Created Date: Jan 16, 2018

Modified Date: Apr 9, 2018

Signature: 1175ba517063483bf62d46affdadae431bc81dag18...

Post ID: RTW\_28zPRCCExDzes1WSeH8p\_q

Post Type:

Created Date: Jan 17, 2018

Modified Date: Apr 9, 2018

Signature: 5361ae395271fd60e5737c4b5db4614d755baa72...





Visit St. Lucie Retweeted



**St. Lucie Mets** @stluciemets Jun 19, 2018

Congrats to the 2017 St. Lucie Mets who are going to major league camp!  
@PeterAlonsozo, @pattaymazzo, @TimTebow, @TylerBashlor, Adonis Uceta,  
Gerson Bautista #Mets #SpringTraining pic.twitter.com/1MVIC1V7mW



Post ID: RTW\_2tmh77@zGd5MVjioUNgftk

Post Type:

Created Date: Jan 19, 2018

Modified Date: Apr 9, 2018

Signature: 4161df71e49aeacc79b6558e392c1ce191adcaec9c5...





**Visit St. Lucie** @VisitStLucie Feb 13, 2018  
We're getting closer and closer to opening day! Have you purchased your tickets yet? #VisitStLucie #Mets pic.twitter.com/51aUg2gm10

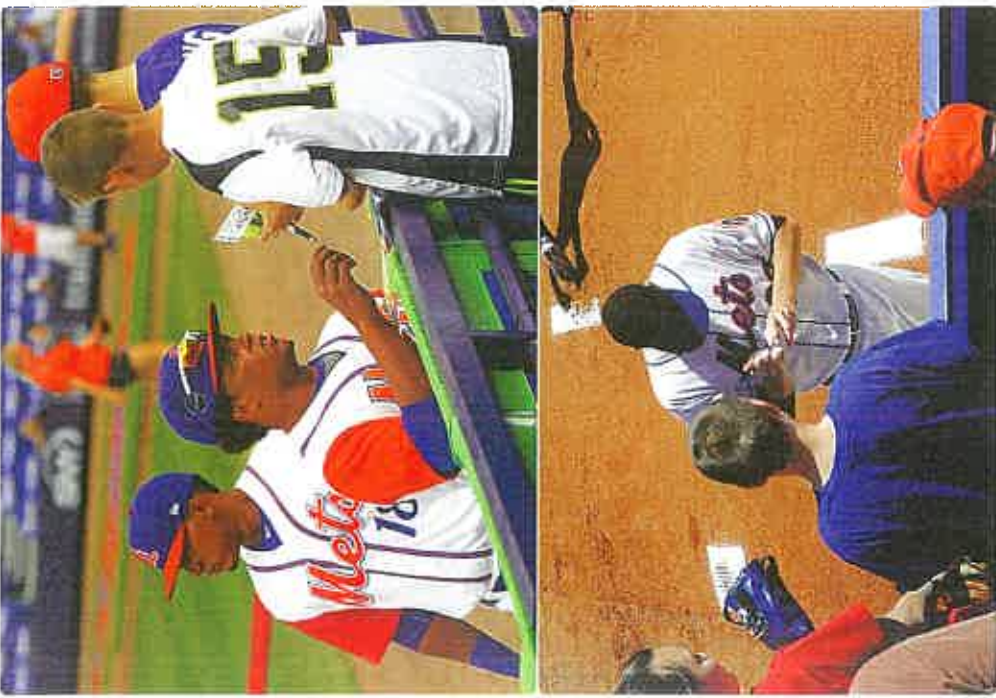
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Post Type:  
Created Date: Jan 22, 2018  
Modified Date: Jun 3, 2018  
Signature: 5ac3f3065603a89215110c83794c2034098e595b38...



**Visit St. Lucie** @VisitStLucie Feb 13, 2018  
@VISITFLORIDA What's more traditional than America's favorite past time? Families love @Mets Spring Training Games in Port St. Lucie. @stluciemets #VisitStLucie #FLTravelChat pic.twitter.com/skUXSCnJGk

Post ID: RTW\_2SVoLKzR9jPhCcNlWGhxl  
Post Type:  
Created Date: Feb 13, 2018  
Modified Date: Apr 9, 2018  
Signature: 383e424a3f86cf3865529467416e89e1a66f6e6721...





**VISIT FLORIDA** @VisitFLORIDA Feb 13, 2018  
 @VisitStLucie @Mets @stluciemets Agreed! #FLTravelChat



**VISIT FLORIDA** @VisitFLORIDA Feb 13, 2018  
 @VisitStLucie @Mets @stluciemets Agreed! #FLTravelChat



Post ID: 963485812619972609  
 Post Type:  
 Created Date: Feb 13, 2018  
 Modified Date: Feb 13, 2018  
 Signature: 383e42da3f86cf3865529467416e89e1a66f6e6721...

Post ID: 963485812619972609  
 Post Type:  
 Created Date: Feb 13, 2018  
 Modified Date: Feb 13, 2018  
 Signature: 383e42da3f86cf3865529467416e89e1a66f6e6721...

Feb 18, 2018

Created Date: Feb 18, 2018

Modified Date: Apr 18, 2018

Signature: 3c0f8e9a4935b13aa405f99ba9345b23143b32...

St. Lucie County is looking for volunteers to help staff the front desk and answer the phone at the Administration Complex Monday through Friday 8 a.m. to 5 p.m. in four-hour shifts. Volunteers will help answer phones and direct visitors to the proper departments. If you are interested in volunteering for one of St. Lucie County's Best Places to Work, fill out an application online at <http://bit.ly/2asaxff1>



### St. Lucie County

Feb 18, 2018 (Modified at Apr 18, 2018)

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**St. Lucie County**

Feb 13, 2018

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Susan Johnson and 18 other



**Jim Baker**

so they have millions of our tax dollars to give to the mets but need volunteers to answer phones and tell people where to find things.

#weneednewcityleaders

Feb 10, 2018

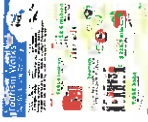
Post ID: 916072245236542\_919207254923041  
Post Type: Comment



**St. Lucie County**

The Board of County Commissioners operates First Data Field (the spring training home of the New York Mets) with revenue from the 5-cent bed tax placed on all short-term rentals (less than 6 months) - not general fund tax dollars. This 5-cent bed tax can only be used for tourism promotions and the debt/operations of the stadium. It cannot be used for things such as repaving roads or sidewalks or staff outside the stadium. As for the benefits of having a spring training facility - a 2013 study from the University of Michigan found that the New York tourist market generates an estimated \$35.6 million in economic activity to our county per year. <http://archive.tcpalm.com/sports/spring-training/analysis-st-lucie-county-pays-up-to-3-million-a-year-to-subsidize-new-york-mets-spring-training-c-2a-370846081.html>

Post ID: 916072245236542\_919217751588658  
Post Type: Comment



Feb 18, 2018



Susan Johnson



Kristin Blanco



Doug Glascox



Patty Laventure Jenkins



Joseph Murphy



Linda Edge Hudson



Jenae Meines



Amy Mott Griffin



Erica Gordon



Shelly Flanigen Prestridge



Lauren Johnson



Linda Hudson



Carole Sue Grimes



Grisela Lajara





Jody Rosenberg



Jing Collie



Kori Benton



Linda Norman



Jon Hall



**St. Lucie County** @stluciegov Feb 15, 2018  
St. Lucie County Commissioner Cathy Townsend cheers as area @SpecialOlympics players got the chance to workout with the @Mets Sunday.

pic.twitter.com/IKSPYp2x0Y



Post ID: RTW\_2BH9fRgVGtnblfj38d\_\_6X  
Post Type:  
Created Date: Feb 18, 2018  
Modified Date: Apr 9, 2018  
Signature: 35b0183140bb94cfd1811b14397d0023e360b849ea...

Feb 18, 2018

Post Type:

Created Date: Feb 18, 2018

Modified Date: Jul 19, 2018

Signature: 94fe0b80aeb110c8784a16af36078a32da13f459...

St. Lucie County Commissioner Cathy Townsend had the opportunity to join dozens of competitors from the Special Olympics Florida - St. Lucie County as they worked out with members of the New York Mets on Sunday. #LetsGoMets #SpringTraining



Michael and Virginia Claus and 32 other



Michael and Virginia Claus



Amy Mott Griffin



Brandon Merrick



Nikki Leserra



Carol Camp Bishop



Laurie Valdez



Alicia Stier



Karen Thompson Scott



Linda Hudson



Nikki Alez



Jody Rosenberg



Carol O'Connor Murray



Bob Reyer



Evelyn Stover



Kim Lacey



Steve Fuentes



Lynette Bereta Marraffa



Linda Norman



Dawn Thibodeau Milone



Carole Sue Grimes



Melanie Dimmett



Jon Hall



Lori Shepherd



Marilyn E. Perez Soto



Tracy Jahn



Neil Chase



Cheryl Boltz



Virginia Topic



Suzanne Hitchcock



Starry Serendipity



Kurt Yeager



Silva Jerry Janice





Denise Hanes



St. Lucie County Retweeted



**St. Lucie County** @stluciedgov Feb 20, 2018

The @Mets first spring training home game at First Data Field in @CityPortStLucie is Friday, Feb. 23 - get your tickets now! #LetsGoMets #TCPalmSocial twitter.com/LeahVossVisual...



**Leah Voss** @leahVossVisuals

These #Mets look pretty happy it's February! @TCPalm Photos: bit.ly/zEEeQjV pic.twitter.com/rdDY8py8e



Feb 21, 2018



Visiting Port St. Lucie for a New York Mets Spring Training Game? There's so much more to do than baseball! #VisitStLucie https://visitslucie.com/mets/

Post ID: RTW\_10br7YUOP4Pxixuf0fepdg

Post Type:

Created Date: Feb 20, 2018

Modified Date: Feb 23, 2018

Signature: 6d69923214a753435f86c9089f8agf26075c4e6a4eb...

Post ID: RVL\_3ZBDdtdfssWsx4BFwSzNK

Post Type:

Created Date: Feb 21, 2018

Modified Date: Jul 19, 2018

Signature: 1331c51024a3d55eb4c02b16192161edf7a3b7...



 Luce Rivest and 23 other

 **Sandra Clawson**  
Beautiful Saint Lucie!  
Feb 21, 2018



Luce Rivest



Janet Bird Fuller



Mary Ann Davis

Post ID: 1367995446640474 - 1368133656626653  
Post Type: Comment

Post ID: RVL\_3ZBDDdtrssWsxIBEWszNK

Post Type:

Created Date: Feb 21, 2018

Modified Date: Jul 19, 2018

Signature: 1331c51024a3d55eb4c02b16192161edf7a3b7...



Luce Rivest



Janet Bird Fuller



Mary Ann Davis



Don Myers

Maxime Nuvoli



Rejean Larue



Monica J Cappas



Donna Kratzer



Tammy Todesco



Alexandra Marie



Doreen Nist



Cheryl N Brian Brush



Noe Torres



Barbara Grace Schopp



Janel Lindstrom Cohen



Sylvie Mottard



Marina Majdek



Tayler Hardison



Lee Carter



Paul Montiere



KD Mack



Ken Rau



Geri Wolters



Annmarie Lynn



St. Lucie County was live.  
Feb 23, 2018

Opening day at First Data Field...#letsgomets  
New York Mets Visit St. Lucie City of Port St. Lucie

Post ID: RVP\_zUn@5kr7EDJNBC4McYBh

Post Type:

Created Date: Feb 23, 2018

Modified Date: May 23, 2018

Signature: 968d6669c594a023f1b482ec5bdf539b8e8f435...



**Denise Cox**  
The traffic 📊  
Feb 23, 2018

**Carol Feltham**  
Hope they're not going to make you run  
Feb 23, 2018

**Lorraine Bizzaro Giordano**  
Feb 23, 2018

**Visit St. Lucie**  
Feb 23, 2018

Welcome to opening day of Spring Training for the New York Mets! 🏟️ #visitstlucie #LGM

Post ID: 922183247958775\_922354531274980  
Post Type: Comment

Post ID: 922183247958775\_922216461288787  
Post Type: Comment

Post ID: 922183247958775\_922190341291399  
Post Type: Comment

Post ID: RPH\_eS0i31f6KMyy/czjkETFa  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Apr 9, 2018  
Signature: 643f326753406f1322ef97c9fbefec40e085d51a...



Janet Bird Fuller and 44 other



Janet Bird Fuller



Loretta Cimmino Amoruso



Anna Haverlin



Jim Diane Huneke



Kim Dagggett Molloy



Betsy Ruiz



Elizabeth Mamoni Deepa



KD Mack



Alexandra Espinosa



Donna Wish Agostino



Joanne Mccolgan



Rafael Burgos



Karen Wyder



Jessica Maria



Jose Luis Acosta



Peg Brisky Peist



Kerry Fasce-Tarallo



Cheryl Blotnick-Gaidelis



Sixta Marrero



Kevin Greene



Ashley Marie Slater



Cheryl N Brian Brush



Billy Gibson



Tiffany Sperling



Don Myers



Donna Kratzer



Christina Carroll



Sandra Clawson



Anne Gerega



David Keenan



Coleen Seitter



Noe Torres



Jeremiah Johnson



Wendy Altemari





Pierre Rivard



Rebecca June Browning



Beverly N Tom Buce



Carol O'Connor Murray



Carlene Laflamme

Julie Nesko Bryant



Arlene Nilsson



Mary Fuentes



Ken Taylor



Nora Scheper



Geri Wolters



**St. Lucie County** @StLucieGov Feb 23, 2018  
@wpbf\_tiffany @Mets @VisitsLucie @wpbf\_angela @WPBF25News Thanks!  
Right place, right time.



**Tiffany Kenney** @wpbf  
@StLucieGov @Mets @VisitsLucie @wpbf\_angela @WPBF25News

Post ID: RTW\_3w\_gSu\_puqrOdczmWspQYM  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Feb 23, 2018  
Signature: 968a93c46fd3c4b7c3d89oodec33dc4e8565e09a7e...

Post ID: 967119548192354305  
Post Type:  
Created Date: Feb 23, 2018

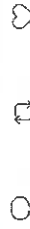
May I use it on my FB page? Who should I say took it? Photo courtesy?



**angelarozier** @wpbf\_angela Feb 23, 2018  
**@StLucieGOV @wpbf\_tiffany @Mets @VisitStLucie @WPBF25News**  
Love it!



**Tiffany Kenney** @wpbf\_tiffany Feb 23, 2018  
**@StLucieGOV @Mets @VisitStLucie @wpbf\_angela @WPBF25News**  
May I use it on my FB page? Who should I say took it? Photo courtesy?



**angelarozier** @wpbf\_angela Feb 23, 2018  
**@StLucieGOV @wpbf\_tiffany @Mets @VisitStLucie @WPBF25News**  
Love it!



**Tiffany Kenney WPBF** Shared a photo  
Feb 23, 2018  
Oh baby! It's spring training. This "bump" shot (isn't it awesome?) was taken by L...

Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

Post ID: 967119082473574400  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

Post ID: 967119548192354305  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

Post ID: 967119082473574400  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Feb 23, 2018  
Signature: 57823636e3128e98ae2c790356f8e4844322a4a7do...

Post ID: RVP\_y9yrtbUJE@YB6QmMUD5E@  
Post Type:  
Created Date: Feb 23, 2018  
Modified Date: Jul 25, 2018  
Signature: 451893c01290316e58bcc2380d3b86f87daSaa...



**John Denelli**  
pretty neat, she definitely has a home run, Tiffany Kenney WPBF



Feb 24, 2018



**Visit St. Lucie** @VisitStLucie · Feb 24, 2018  
Stop in at P.P. Cobb's for a snack or old-fashioned treat in Downtown Fort Pierce.  
#VisitStLucie pic.twitter.com/oa7njoJPYQ

Post ID: 2113786552183242\_2114201332141764  
Post Type: Comment

Post ID: RTW\_17XN3kR7aRXy0jGK99DSn  
Post Type:  
Created Date: Feb 24, 2018  
Modified Date: Apr 9, 2018  
Signature: 6592bf89fa554b9f83690864e9e36292bd2a8ba5f5...



Freezer

Timestamp: 2018/08/10 11:12:54

URL: <https://social.pagefreezer.com/pdfs/1533926115454/fin.html>

10/19



**jla** @jlaughnelliady

[@VisitsLucie](#) And then.. go to a Mets Game at First Data Field! Let's GO

[Mets](https://pic.twitter.com/B496ELuw7) [pic.twitter.com/B496ELuw7](https://pic.twitter.com/B496ELuw7)

Post ID: 96750636278892544

Post Type:

Created Date: Feb 24, 2018

Modified Date: Feb 24, 2018

Signature: 6592bf89fa554b9f83690864e9e36292bd2a8ba5f5...

*Alerts*









**jla** @Original@nytwol Feb 24, 2018

[@VisitLucie](#) And then... go to a Mets Game at First Data Field! Let's GO

[Mets](https://pic.twitter.com/B496ELUwW7) [pic.twitter.com/B496ELUwW7](https://pic.twitter.com/B496ELUwW7)

Post ID: 967506336278892544

Post Type:

Created Date: Feb 24, 2018

Modified Date: Feb 24, 2018

Signature: 6592bf89fa554b9f83690864e9e36292bd2a8ba5f5...









**St. Lucie County**  
Feb 26, 2018

Want to win a baseball bat signed by Tim Tebow and the 2017 St. Lucie Mets? The St. Lucie Mets are working with the Michael F. Bradley Chapter 566 Vietnam Veterans of America to raffie off an autographed bat with all proceeds going to St. Lucie County Veterans. Tickets are \$5 and can be purchased at the Veteran Services Office, 1664 SE Walton Road, Port St. Lucie or the Community Services Office, 437 N 7th St., Fort Pierce. The winning ticket will be selected May 31 at First Data Field as the St. Lucie Mets take on the Jupiter Hammerheads. For details call 772-337-5670

Post ID: RPH\_2UEF\_RIHGWFH25954Y4IB

Post Type:

Created Date: Feb 26, 2018

Modified Date: Apr 9, 2018

Signature: 59b0eb91f4ce34e93f83563f29f3be6d4ca3260...



Jeanne Johnson and 24 other



Jeanne Johnson



Charlie Moe



Helen Marie Gates



Yvonne Moss-Hayes Tomlin



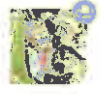
Sarah Hickey



Cheryl Ann



Mabel A Wasson



Kathi Martinez



Kathy Kinne



Eneida Ramos



Tracy Coggins



Ruthie Doyno DeStafney



Christopher J. Waldrop



Dez Orchids



Mary Bleau



Patricia O'Neill Durham



Carol Camp Bishop



Janet Moores



Evelyn Grier



Lavinia Milligan Sala



Cheryl N Brian Brush





**Visit St. Lucie** @VisitStLucie Mar 5, 2018

After the NY Mets game-go explore St. Lucie [buff.ly/zos6bjc](http://buff.ly/zos6bjc)

[pic.twitter.com/WHEd7765g](http://pic.twitter.com/WHEd7765g)

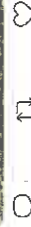
Post ID: RTW\_37IL5Kl@n609Rv@nN6q95z

Post Type:

Created Date: Mar 5, 2018

Modified Date: Apr 9, 2018

Signature: 2ba80d99bea447fa17333c50e1a696c6ee0d63c50...



**Visit St. Lucie** @VisitStLucie Mar 7, 2018

Anyone else headed to the Mets vs. Yankees game today? #VisitStLucie

[SpringTraining.pic.twitter.com/XixydKnxP7](http://SpringTraining.pic.twitter.com/XixydKnxP7)

Post ID: RTW\_4KEU0ST@R@6WKUuKarm\_h

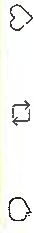
Post Type:

Created Date: Mar 7, 2018

Modified Date: Apr 9, 2018

Signature: 32c78637995c26c614be5686c51a4f675ff6bcf7ebb...





Visit St. Lucie Retweeted



**Laurie K. Blandford** @laurieblandford

What's the best way to enjoy a staycation on the Treasure Coast during Spring break? Spring training games in #PortStLucie! Plus, @TimTebow's last #Mets

game before being sent to the minors. pic.twitter.com/wdE84Cu4yq



Post ID: RTW\_3Memg8nRya0zcVPSH3KacW

Post Type:

Created Date: Mar 14, 2018

Modified Date: Apr 9, 2018

Signature: 4c9ea29caace613bc643adf2d7aa2e31fcb3a49boef...

Fort Pierce • Dyer Chevy Deals.com

Today's Line Up

	POS.
1	Melo
2	7 Brandon Nimmo CF
3	17 Joey Bruce RF
4	23 Adrian Gonzalez IB
5	18 Travis d'Arnaud C
6	7 Jose Reyes SS
7	7a Phil Evans LF
8	83 Tim Tebow DH
9	2 Gavin Cecchini 2B
	50 Luis Guillorme 3B
	54 Noah Syndergaard RHP

PITCHER







**St. Lucie County to St. Lucie Mets**

Mar 16, 2018

On this month's Covering the Bases with the St. Lucie Mets and the St Lucie County Chamber of Commerce learn more about E.N.D.IT!

<https://youtu.be/n6td9WOS95w>

Post ID: RST\_314@ppVhcqpxbuBkU7kKqYq

Post Type:

Created Date: Mar 16, 2018

Modified Date: Jun 11, 2018

Signature: 5f6c70acbface6d946376bb3a5878ddeebed56e5...



### Covering the Bases with the Mets March 2018

Hosts Terissa Aronson and Paul Taglieri welcome Sonia DuPre, Co-Founder of E.N.D.IT! and discuss the upcoming Spring Training Season.

<https://www.youtube.com/watch?v=3PLAY-1>

**Visit St. Lucie** @VisitStLucie (Mar 29, 2018)

The St. Lucie Mets opening night is only 7 days away! #VisitStLucie



**St. Lucie County to St. Lucie Mets**

Apr 9, 2018

Learn more about the Port St. Lucie Business Women on Covering the Bases with St. Lucie Mets and St Lucie County Chamber of Commerce.

<https://youtu.be/fyB9lIFbbi8>



Post ID: RTW\_1NEVZ8mWfjIbD@Xts@lph  
Post Type:  
Created Date: Mar 29, 2018  
Modified Date: Mar 29, 2018  
Signature: 1b15277f59231582be314b0a61c876539b094693084...

Post ID: RST\_Wwcuzi\_qNbfikvmG3Xea  
Post Type:  
Created Date: Apr 9, 2018  
Modified Date: Jun 11, 2018  
Signature: 1f1e5c6e26141703ec5f0e79dc27baf7b6d1c...

### Covering the Bases with the Mets April 2018

Hosts Terissa Aronson and Paul Taglieri welcome Angela Hayle, Vice-President of the Port St. Lucie Business Women nonprofit. They also play a game "Guess wha..."

https://www.youtube.com/watch?v=VIBL1FUBZAVQ&list=PLA1...

Michael-and Virginia Claus and 4 other

Michael-and Virginia Claus

Chris Taylor

Mary PG

Mark Sammartino

Sandra Dineley

Visit St. Lucie Retweeted  
**St. Lucie Mets** @stluciemets April 23, 2018  
We are back at @FirstData Field for the next 7 days. Come check us out! #STLMets  
mlb.com/st-mets/news/m...pic.twitter.com/3tKwKxjTNG



Post ID: RTW\_1dQy2GbfratTU\_PhdqKdu6  
Post Type:  
Created Date: Apr 23, 2018  
Modified Date: Apr 23, 2018  
Signature: 1ac532bef456dc76e94d3e4a6a84760d923e321fd...

**Visit St. Lucie** @visitslucie May 12, 2018  
Hit the ballpark this summer & enjoy a St. Lucie Mets game! #VisitsLucie  
@stluciemets pic.twitter.com/1ET7Xlp840



Post ID: RTW\_YoD8rYfd4YVCsWej6QNiL  
Post Type:  
Created Date: May 12, 2018  
Modified Date: May 12, 2018  
Signature: 7e16ce65c83ca5c3daz9d793add08e4344141f260...

**St. Lucie County to St Lucie County Chamber of Commerce**  
May 12, 2018

The St Lucie County Chamber of Commerce and the St. Lucie Mets welcome Gail Steward with Patches PPEC on this month's Covering the Bases with the Mets.  
<https://youtu.be/vZLZaYFDJA>

Post ID: RST\_2jah7q@TrA4ZWSfzVSSgTL  
Post Type:  
Created Date: May 12, 2018  
Modified Date: Jun 11, 2018  
Signature: 296c1a6896c1440adda0a4850d11a5c84896a...



**Covering the Bases with the Mets May 2018**

Hosts Terissa Aronson and Paul Taglieri welcome Gail Steward, Administrator for Patches PPEC, a licensed non profit pediatric nursing center. They also play

..



HTTPS://WWW.YOUTUBE.COM/EMBED/ZZL.../VIDEO/PLAYLIST



Visit St. Lucie @VisitStLucie May 17, 2018

As: Visit First Data Field for family night at a St. Lucie Mets game! #FLTravelChat #VisitStLucie @stluciemets pic.twitter.com/PyeYZeXXaz



St. Lucie County shared a photo  
May 17, 2018

Attention parents: Help your children avoid the summer slide by taking part in St. Lucie County Library's Summer Reading Challenge. Featuring opportunities for all ages (newborns to teens), children can keep reading logs for a chance to win a Kindle Fire and tickets to a St. Lucie Mets game at First Data Field. The challenges runs June 1 - Aug. 4 with a Kickoff Party on Saturday, June 2 at four branch libraries. For details visit: [www.stlucieco.gov/library](http://www.stlucieco.gov/library).

Post ID: RTW\_34fPTg9PkReuzjnS3wN\_d  
Post Type:  
Created Date: May 15, 2018  
Modified Date: May 15, 2018  
Signature: 9689fd4879879b5d667a15d0368c44d280a70a64...

Post ID: RSI\_2TTwXJgrZHloabXDA7Gj6  
Post Type:  
Created Date: May 17, 2018  
Modified Date: Aug 10, 2018  
Signature: 38f1e7ec4a3a8dc2cab0e2ddf930cdca56b024...



Andrea Santoro and 34 other

**Brittany Sheffield**  
 Stephanie Darley  
 May 20, 2018

**Joshua Rossyn**  
 Zayda Money Molly M Oneysmith  
 May 19, 2018

**Minette Postlethwaite**  
 Hannah Macrae  
 May 17, 2018

Post ID: 968447853332314\_970349286475504  
 Post Type: Comment

Post ID: 968447853332314\_969456976564735  
 Post Type: Comment

Post ID: 968447853332314\_968483973328702  
 Post Type: Comment



Andrea Santoro



Janie Tausch



Janet Bird Fulter



Christina Wilson



Tracie Holt Crispino



Jessica Ann La Barca



Cindy Fletcher

Visit St. Lucie @VisitStLucie Jun 6, 2018  
Catch a St. Lucie Mets game this summer! #VisitStLucie @stluciemets  
buff.ly/2zL7roz pic.twitter.com/d5XnwDkRll



Post ID: RTW\_3fDgkzn7P\_pTv@PsK\_hEi  
Post Type:  
Created Date: Jun 6, 2018  
Modified Date: Jun 6, 2018  
Signature: 6d2b4b931ae22a7a0d6692b797b99c3a447957c2...

Visit St. Lucie  
Jun 10, 2018

Visit St Lucie is at the Mets vs Yankees today at Citi Field. Even our heroes want to  
#VisitStLucie!!! #LGM #NYPD

Post ID: RPH\_2EWGslYsXpzmz@f6EieK0H  
Post Type:  
Created Date: Jun 10, 2018  
Modified Date: Jun 11, 2018  
Signature: 245af2f6240513cc5d8d372409d26929287b24...



Stephanie Hardison and 9 other



Stephanie Hardison



Niria Villazon



Tayler Hardison



Beverly N Tom Buce



Diane Stella



Marilyn Newman Canteimi



Diana Matos



Karen Wyder





Sylvie Mottard



Barb Kovacs Fesch



**St. Lucie County to St. Lucie Mets**

Jun 11, 2018

This month's Covering the Bases welcomes Angel Pietsch, Executive Director of Little Birthday Angels that provide birthday parties for homeless children on the Treasure Coast with the St. Lucie Mets & St Lucie County Chamber of Commerce.

<https://youtu.be/3cUHoN-wJGo>



Post ID: RST\_WSEnGROHRIKoo1d6@uYXf  
Post Type:  
Created Date: Jun 11, 2018  
Modified Date: Jun 11, 2018  
Signature: 1ab7d8e7fe8219a8694ff0233da2802342a956...

**Covering the Bases with the Mets June 2018**

Hosts Terissa Aronson and Paul Taglieri welcome Angel Pietsch, Executive Director of Little Birthday Angels that provide birthday parties for homeless childr...

<https://www.youtube.com/watch?v=3cUHoN-wJGo>

Keturah Romer-Chambless and 1 other



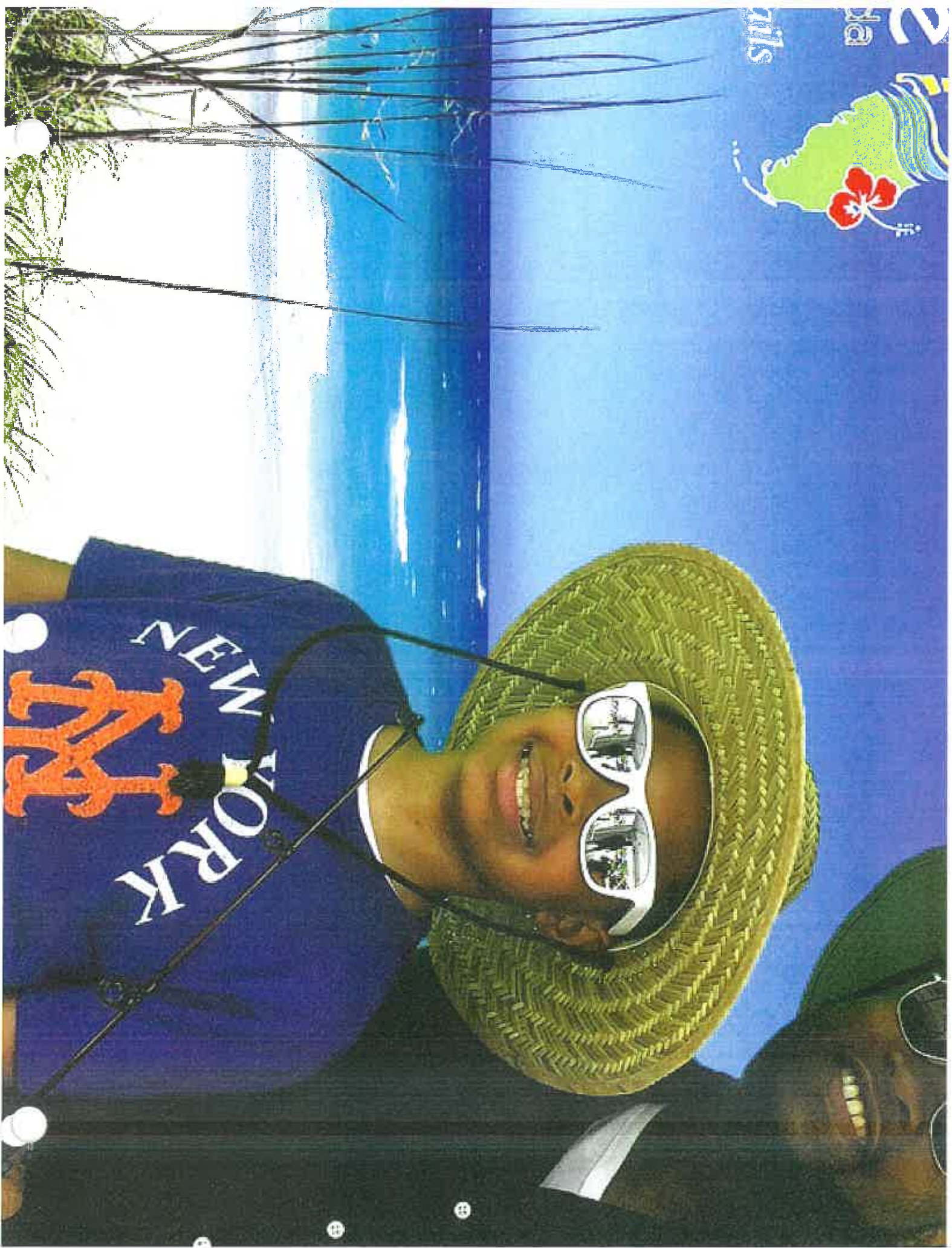
Keturah Romer-Chambless



Jenna Lynn Taylor











**Free**  
VACATION PHOTO  
#VisitStLucie



ST. LUCIE, FLORIDA  
*Make the*  
**SEASON**  
*Meet. Date.*

Ft. Pierce • Port St. Lucie • Hutchinson Island

ST. LUCIE, FLORIDA  
*Make the*  
**SEASON**  
*Meet. Date.*  
St. Lucie  
FLORIDA  
VISITSTLUCIE.COM/METS



# Free

VACATION PHOTO  
#VisitStLucie



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*Where the*  
**SEASON**  
*Never Ends*

St. Lucie  
Florida

VISITSTLUCIE.COM/METS



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*Where the*  
**SEASON**  
*Never Ends*

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Fort Pierce • Port St. Lucie • Hutchinson Island



*...from tides to trails*





Fort Pierce • Port St. Lucie • Hutchinson Island



Visit  
**St. Lucie**  
Florida

...from tides to trails



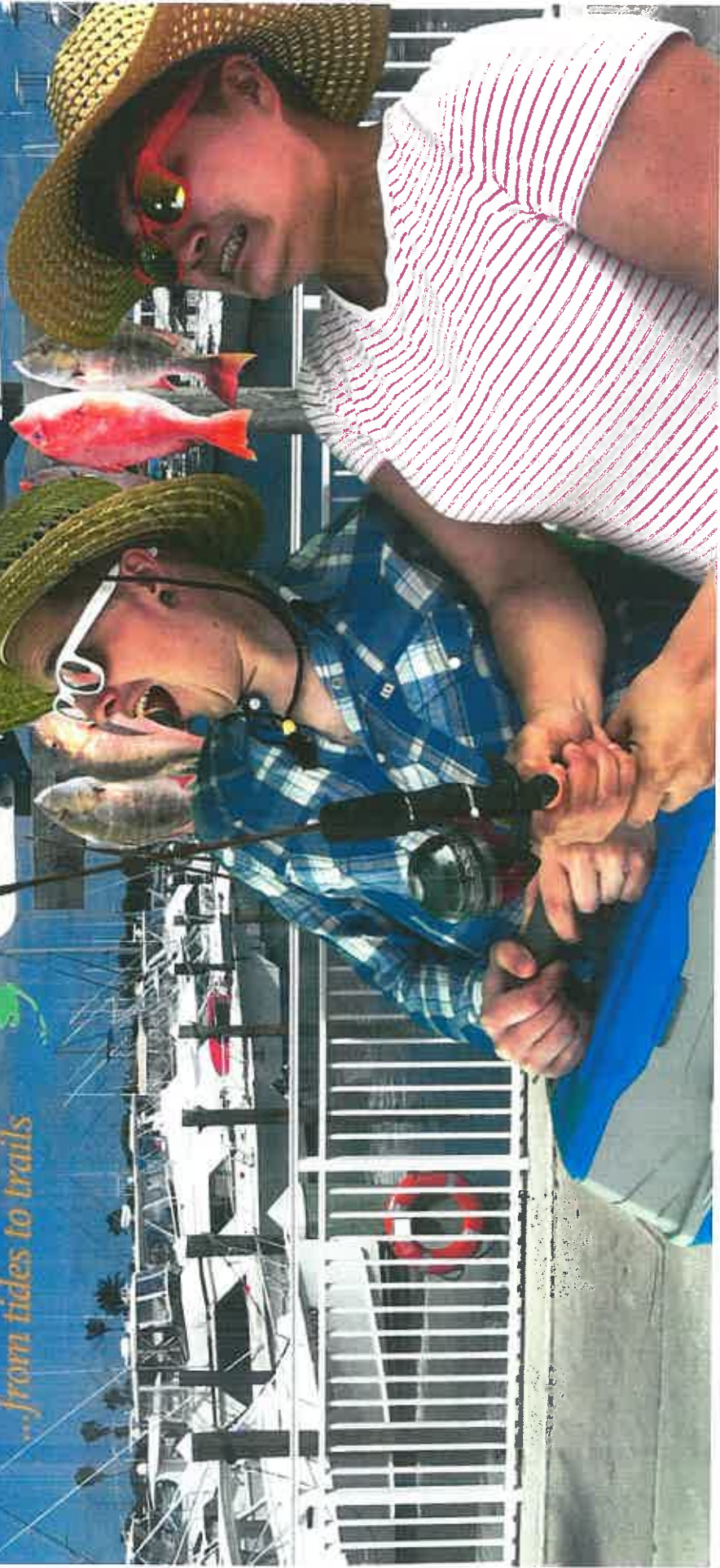


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**St. Lucie**  
Florida

*...from tides to trails*





# Free

VACATION PHOTO  
#VisitStLucie



VISITSTLUCIE.COM/METS

St. Lucie • Port St. Lucie • Hutchinson Island







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MASTERS PHOTO  
T-SHIRTS



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Palm Beach International Airport

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TOWNS.COM  
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ENTERTAINMENT CORP.  
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CARNIVAL GAMES  
KARAOKE CASINO PARTY  
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WWW.GLOWTHEGLOW.COM  
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Palm Beach  
INTERNATIONAL AIRPORT

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SEASON

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Fort Pierce - Port St. Lucie - Hutchinson Island



Visit  
**St. Lucie**  
Florida

...from tides to trails



# Free

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#VisitStLucie



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**SEASON**  
*Never Ends*

t. Pierce • Port St. Lucie • Hutchinson Island

ST. LUCIE, FLORIDA  
*Where the*  
**SEASON**  
*Never Ends*







**Tampa Sports Authority  
(New York Yankees)**



# 2018

ANNUAL  
REPORT



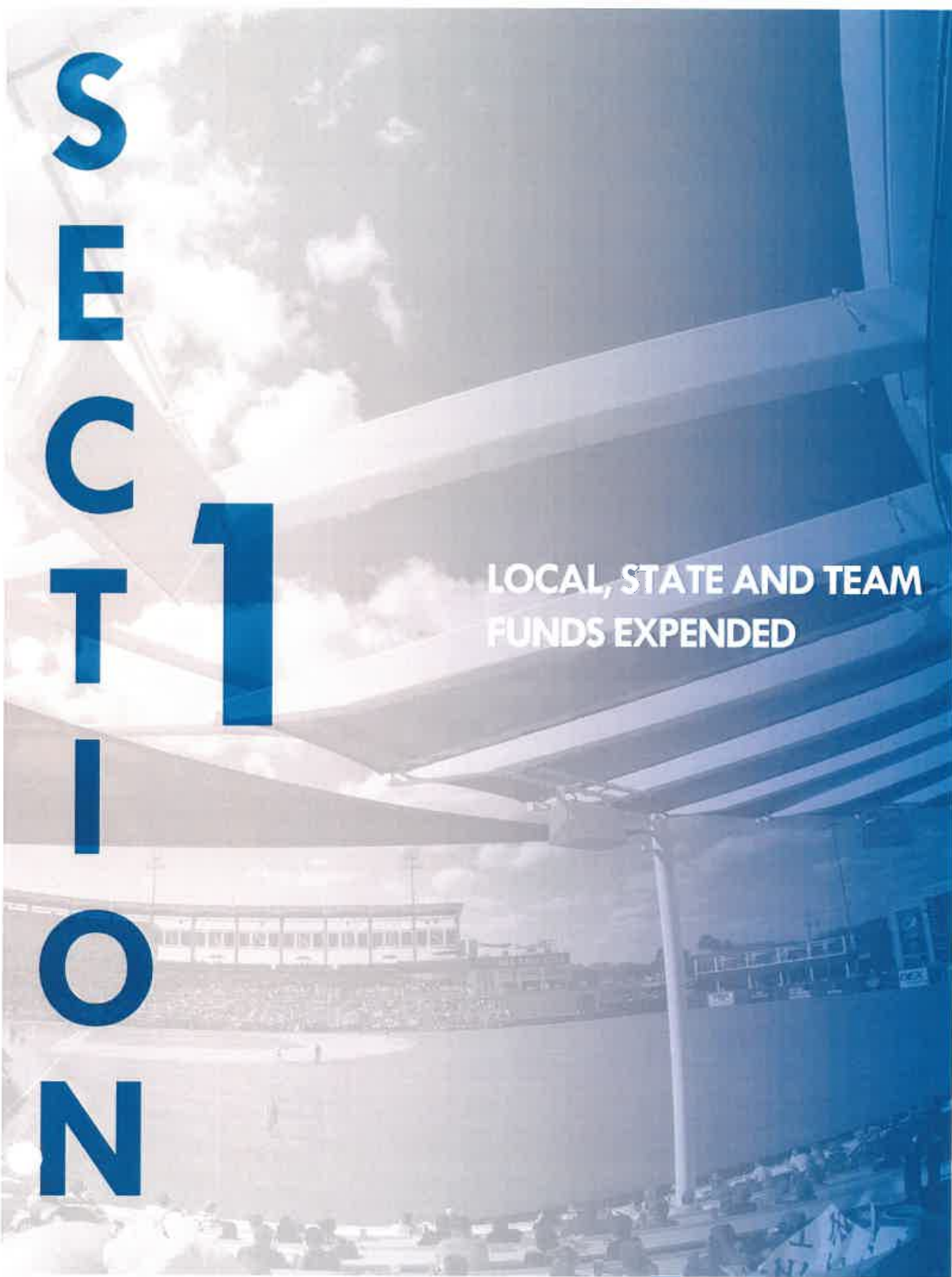


# TABLE OF CONTENTS

<b>1</b>	LOCAL, STATE AND TEAM FUNDS EXPENDED
<b>2</b>	DR. M. STEINBRENNER FIELD LICENSE AGREEMENT & NYNY RENOVATION AGREEMENT
<b>3</b>	COST-BENEFIT ANALYSIS
<b>4</b>	CONTRACTS OVER \$250,000
<b>5</b>	288.1131, F.S. CERTIFICATION COMPLIANCE
<b>6</b>	288.1167, F.S. COMPLIANCE
<b>7</b>	NYA SPORTS AUTHORITY CHAIR OF THE BOARD OF DIRECTORS CERTIFICATION
<b>8</b>	ADVERTISING AND PROMOTIONS

# SECTION 1

LOCAL, STATE AND TEAM FUNDS EXPENDED



**Detailed Accounting**

A detailed accounting of all local and state funds expended to date, as of the date of submission of the report, on the Project financed under section 288.11631, F.S. In addition to this detailed accounting, and during the Development Period only, TSA must submit a short summary of all local, state and private funds expended on the Project as of the date of submission of this report.

Project	Draw Date	NYE Expenditures	Allocated		TSA		TSA		TSA		Allocated		County		County		Original County Funded	
			TSA Funds	TSA Balance	TSA Draw	TSA Draw	TSA Draw	County Funds	County Balance	County Draw	County Draw	County Balance	County Draw	County Draw				
Marquee Replacement	6/16/2017	133,300.00	133,300.00	12,975,821.59	2017-1	133,300.00					285,979.90	22,130,146.00					22,130,146.00	
Landscape Renovations	7/12/2017	53,141.52	12,922,680.07	2017-2							4,923,872.19	22,130,146.00						
Parking Lot Renovations	7/12/2017	15,798.56	12,906,881.51	2017-2							4,335,078.95	22,130,146.00						
Main Field Replacement	7/12/2017	197,458.83	12,709,422.68	2017-2		266,398.91					2,894,074.67	22,130,146.00						
Warning Track	7/27/2017	84,742.37	12,624,680.31	2017-3							2,522,592.15	22,130,146.00						
Informational and Directional Signage	7/27/2017	6,875.92	12,617,804.39	2017-3							3,042,598.14	22,130,146.00						
Phone System Replacement	7/27/2017	249,875.09	12,367,929.30	2017-3							48,110.33	22,130,146.00						
Gas Piping/Hot Water	7/27/2017	265,844.49	12,102,084.81	2017-3							49,110.33	22,130,146.00						
Data System Cabling	7/27/2017	370,531.71	11,731,553.10	2017-3		977,869.58					397,078.42	22,130,146.00						
Entry Plaza	8/30/2017	4,623,321.85	7,108,231.25	2017-4							66,599.20	22,130,146.00						
Right Field Entry	8/30/2017	3,653,566.22	3,454,863.03	2017-4							22,480.00	22,130,146.00						
Concourse Improvement	3/30/2017 - 8/31/2017	3,710,642.93		2017-4	Spill TSA County	11,731,553.10					41,450.00	22,130,146.00						
RF Bulbpan Club	8/31/2017	4,923,872.19									6,285.00	22,130,146.00						
LF Bulbpan Club	8/31/2017	4,355,076.95									6,457.41	22,130,146.00						
LF 360 Degree Development	8/31/2017	2,894,074.67									176,252.61	22,130,146.00						
CF 360 Degree Development	8/31/2017	2,522,582.15									968,392.00	22,130,146.00						
RF 360 Degree Development (Inc. Deck)	3/31/2017 - 3/26/2018	3,566,258.63									74,920.82	22,130,146.00						
Community Use Field Replacement	3/26/2018	49,110.33									1,889,194.54	22,130,146.00						
New Roofing	3/26/2018	397,078.42									1,814,273.72	22,130,146.00						
Pumps for Lift Station	3/26/2018	65,599.20									1,645,355.82	22,130,146.00						
Fire Pump Upgrades	3/26/2018	22,480.00									87,562.93	22,130,146.00						
Recycling Area Paving	3/26/2018	41,450.00									231,824.22	22,130,146.00						
Asphalt Paving at NE Parking Lot	3/26/2018	6,285.00									281,696.09	22,130,146.00						
Lighting NE Parking Lot	3/26/2018	6,457.41									371,524.03	22,130,146.00						
South Parking Lot Paving Replacement	3/26/2018	176,252.61									261,879.79	22,130,146.00						
Seating Replacement	3/26/2018	968,392.00									410,868.78	22,130,146.00						
Bridge Improvements (Zero Reimb.)	3/26/2018	123,774.50									0.00	22,130,146.00						
Concourse Restroom Improvements	3/26/2018	74,920.82									4,136,000.00	22,130,146.00						
Locker Replacement	3/26/2018	168,917.90									17,994,146.00	22,130,146.00						
Kitchen Equipment	3/26/2018	87,562.93									410,868.78	22,130,146.00						
Elevator Upgrades	3/26/2018	231,824.22									0.00	22,130,146.00						
HVAC Upgrades	3/26/2018	281,696.09									4,136,000.00	22,130,146.00						
Kitchen Renovations	3/26/2018	371,524.03									410,868.78	22,130,146.00						
Luxury Suite Upgrades	3/26/2018	261,879.79									0.00	22,130,146.00						
Clubhouse Renovations	3/26/2018	585,563.99									4,136,000.00	22,130,146.00						
<b>GMS Total</b>		<b>35,538,037.32</b>				<b>13,109,121.59</b>					<b>17,994,146.00</b>	<b>4,136,000.00</b>					<b>22,130,146.00</b>	
Himes Project		5,506,356.63																
Total with Himes		41,044,393.95																
Equity- Per FRA (Architectural Design)		659,305.00																
Equity- Bond Shortfall (Architectural Design)		526,128.41																
Total Required NYE Equity		1,185,433.41																
Previously Completed GMS/Himes Projects		6,245,041.00																
Total GMS, Himes and NYE Equity		46,474,868.36																

The New York Yankees Spring Training Renovation Project has been completed, the New York Yankees Partnership ("Yankees") has evidenced expenditures of \$48,474,868.36. As prescribed in the Facility Renovation Agreement, the Tampa Sports Authority ("TSA") and Hillsborough County ("County") have reimbursed the Yankees \$35,239,267.59 (with the TSA reimbursing \$13,109,121.59 and the County reimbursing \$22,130,146.00).



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**GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT &  
NYC FACILITY RENOVATION  
AGREEMENT**





## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading 'Eric D. Hart', is positioned above a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**AMENDED AND RESTATED  
GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT**

**April 20, 2016**

**BETWEEN:**

**THE TAMPA SPORTS AUTHORITY,  
a public agency and  
Independent Special District of  
the State of Florida ("TSA")**

**AND**

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio Limited Partnership ("Partnership")**

**AND**

**HILLSBOROUGH COUNTY, FLORIDA,  
a Political Subdivision of the State of Florida ("County")**

**TABLE OF CONTENTS**

RECITALS.....1

ARTICLE I      DEFINITIONS.....4

ARTICLE II      LICENSE TO USE THE PREMISES ..... 10

                  2.1    License ..... 10

                  2.2    Use of Premises..... 10

                  2.3    Home Games ..... 11

                  2.4    Use of Premises by Partnership ..... 11

                  2.5    TSA Use of Premises ..... 12

                  2.6    Other Permitted Uses ..... 12

ARTICLE III      TERM..... 13

ARTICLE IV      PAYMENTS TO TSA OR COUNTY ..... 13

                  4.1    Calculation of Payments ..... 13

                  4.2    Timing of Payments ..... 14

ARTICLE V      MAINTENANCE ..... 14

                  5.1    Partnership's Maintenance Responsibilities ..... 14

                  5.2    TSA's Maintenance Responsibilities ..... 14

                  5.3    Cooperation ..... 15

                  5.4    Capital Improvements ..... 15

ARTICLE VI      SECURITY AND UTILITIES ..... 16

                  6.1    Security ..... 16

                  6.2    Utilities..... 16

ARTICLE VII      CONCESSIONS/NOVELTIES ..... 16

                  7.1    Concessions..... 16

                  7.2    Novelties ..... 17

                  7.3    Alcoholic Beverage Zoning and Alcoholic Beverage  
                  Licensing..... 17

7.4	Brochures, Schedules, Newsletters, and Promotional Material .....	19
<b>ARTICLE VIII</b>	<b>ADVERTISING AND BROADCASTING RIGHTS .....</b>	<b>19</b>
8.1	Advertising.....	19
8.2	Television and Broadcasting Rights .....	20
8.3	MLB Rights.....	20
<b>ARTICLE IX</b>	<b>PARKING .....</b>	<b>20</b>
9.1	Joint Use and Maintenance Agreement .....	20
9.2	Parking Rights and Obligations .....	21
<b>ARTICLE X</b>	<b>TAXES .....</b>	<b>22</b>
10.1	Sales and Personal Property Taxes .....	22
10.2	Real Estate Taxes .....	22
10.3	Restaurant Taxes .....	24
<b>ARTICLE XI</b>	<b>PERSONAL PROPERTY .....</b>	<b>24</b>
<b>ARTICLE XII</b>	<b>INDEMNIFICATION.....</b>	<b>24</b>
12.1	Indemnification by TSA .....	24
12.2	Indemnification by Partnership.....	25
12.3	Limitation on Tort Liability.....	25
<b>ARTICLE XIII</b>	<b>DAMAGE BY FIRE OR OTHER CASUALTY .....</b>	<b>25</b>
13.1	Repair or Termination.....	25
13.2	Payments Not Abated .....	26
<b>ARTICLE XIV</b>	<b>INSURANCE.....</b>	<b>27</b>
14.1	General Application .....	27
14.2	Additional Insureds .....	27
14.3	Waiver of Subrogation.....	27
14.4	Certificate of Insurance .....	27
14.5	Notice of Cancellation .....	28



14.6	Commercial General Liability Insurance (Partnership).....	28
14.7	Commercial General Liability Insurance (TSA) .....	28
14.8	Worker's Compensation & Employer's Liability Insurance .....	28
14.9	Business Automobile Insurance.....	29
14.10	Builder's Risk and Other Insurance .....	29
14.11	Payment and Performance Bonds .....	29
14.12	Fire & Allied Property Insurance.....	29
14.13	Boiler & Machinery Insurance.....	30
14.14	Pedestrian Walk-over.....	30
ARTICLE XV	BREACH OR DEFAULT.....	31
15.1	Breach or Default.....	31
15.2	Notice of Default and Opportunity to Cure .....	31
15.3	Remedies.....	32
15.4	No Termination During Spring Training.....	34
ARTICLE XVI	NON-RECOURSE (NO LIABILITY FOR PARTNERS). 34	
ARTICLE XVII	RIGHT OF FIRST REFUSAL .....	34
ARTICLE XVIII	BOOKS, RECORDS AND AUDITS .....	36
ARTICLE XIX	SIGNAGE, GRAPHICS AND COLOR SCHEMES .....	36
ARTICLE XX	CONDEMNATION.....	37
20.1	Proportionate Interests of the Parties .....	37
20.2	Termination Upon Complete Taking.....	38
20.3	Termination Upon Partial Taking .....	38
20.4	Continuation Upon Partial Taking.....	39
20.5	Adequate Compensation .....	39
20.6	Formal Contest.....	39
ARTICLE XXI	CONSENT OR APPROVAL NOT TO BE UNREASONABLY WITHHELD.....	40
ARTICLE XXII	RELATIONSHIP BETWEEN THE PARTIES.....	40

ARTICLE XXIII ENVIRONMENTAL PROVISIONS .....	40
23.1 Definitions.....	40
23.2 TSA's Obligations .....	41
23.3 Partnership's Obligations .....	42
ARTICLE XXIV MISCELLANEOUS .....	42
24.1 Title to Premises; Sale of Premises.....	42
24.2 Authority; Binding Effect .....	42
24.3 Force Majeure .....	43
24.4 Partnership Rights .....	43
24.5 Third Party Beneficiary.....	43
24.6 Further Assurances.....	44
24.7 Disputes/Attorneys' Fees.....	44
24.8 Real Estate Broker .....	45
24.9 Nonwaiver .....	45
24.10 Notices.....	45
24.11 Captions .....	47
24.12 Time .....	47
24.13 Cumulative Remedies .....	47
24.14 Entire Agreement and Modification .....	47
24.15 Most Favorable Treatment.....	48
24.16 Recording .....	49
24.17 Successors and Assigns.....	49
24.18 Right of Peaceable Possession .....	49
24.19 Effective Date .....	50
24.20 Counterparts .....	50
24.21 TSA as Operator/Lessor.....	50
24.22 Luxury Suite Agreement Reaffirmed .....	51
24.23 Governing Law and Dispute Resolution.....	51
24.24 Compliance with Section 288.11631, Florida Statutes.....	51
24.25 Compliance with Hillsborough County Human Rights Ordinance Equal Opportunity Clause .....	51
24.26 Rules and Regulations, MLB.....	52
24.27 Conformity with Rules .....	53
24.28 Approval of Major League Baseball.....	53
24.29 Territory.....	53

**EXHIBITS**

<b>Exhibit A</b>	<b>Legal Description.....</b>	<b>56</b>
<b>Exhibit B</b>	<b>Joint Use and Maintenance Agreement.....</b>	<b>57</b>
<b>Exhibit C</b>	<b>License Fee Schedule .....</b>	<b>77</b>

**AMENDED AND RESTATED  
GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (the "Agreement") is made this 20th day of April, 2016, effective as of the Effective Date (as defined in Article I below), by and between NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership, ("Partnership"), THE TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida, ("TSA") and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"); the Partnership, the County and TSA being sometimes referred to as a "Party" or collectively as the "Parties":

**RECITALS**

1. The County owns the Premises (as defined in Article I below), with the exception of certain parking facilities, which are owned by Hillsborough Community College ("HCC"), and TSA operates and manages the Premises.
2. The Partnership is the sole owner of the major league professional baseball franchise known as the New York Yankees (the "Yankees").
3. The Partnership also owns, outright, certain minor league professional baseball franchises in the Florida State League and other leagues (the "Affiliates").

4. The Partnership, County and TSA are also parties to that certain License Agreement dated August 21, 1989, pertaining to the Partnership's use of the Himes Facility (as defined in Article I below).

5. The Parties entered into that certain License Agreement dated January 14, 1994 (the "1994 License Agreement"), which has been modified by six amendments in addition to numerous related agreements and which, among other things, established the rights and duties of the Parties relating to the Premises.

6. By virtue of this Agreement, Partnership has certain exclusive long term rights of use of the Premises as an essential component of Partnership's professional baseball Spring Training and professional player development operations in Tampa.

7. The County owns the Premises, TSA manages the Premises, Partnership has long term rights and duties relating to maintenance and repair of the Premises, and, as such, all have an interest in maintaining the appearance, value and useful life of the Premises.

8. Numerous provisions relating to the Himes Facility (which was referred to in the 1994 License Agreement as the Minor League Complex) were also included in the 1994 License Agreement, as amended.

9. The Parties now wish to extend the Term of their present relationship because of planned renovations to the Premises and the Himes Facility, as provided in that certain Facility Renovation Agreement among the Parties of even date herewith (the "Facility Renovation Agreement"), and therefore the

Parties have agreed to amend and restate the 1994 License Agreement in the manner set forth in this Agreement.

10. The Parties further wish to separate the terms and agreements relating to the Premises and the Himes Facility, and therefore on the date hereof the County, the TSA and the Partnership shall enter into that certain Amended and Restated License Agreement (the "Amended and Restated Himes Facility License Agreement") pertaining to the Partnership's continued use of the Himes Facility.

11. TSA represents and warrants to Partnership that all public hearings, licenses, permits, referenda, if any, resolutions, ordinances and notices and all approvals required under Florida law in order to effectuate this Agreement either have been or will be fully complied with by TSA.

12. TSA and the County believe that it is in the best interests of and serves the public health, safety and welfare of the citizens of Hillsborough County and a paramount public purpose for TSA and the County to enter into this Agreement with the Partnership, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree to amend and restate the 1994 License Agreement in its entirety, as follows:

**ARTICLE I**  
**DEFINITIONS**

The following terms when used in this Agreement shall have the meanings ascribed to them herein, unless specifically provided otherwise:

A. Advertising Revenues. Advertising Revenues shall mean monies derived from the sale of advertisements and sponsorships on the Premises, including, without limitation, monies received from signage, naming rights, and corporate sponsorships, net of sales tax payable.

B. Affiliates. Affiliates shall mean Partnership owned minor league professional baseball franchises in the Florida State League and other leagues.

C. Bonds. Bonds shall mean those bonds, notes, or other evidences of indebtedness issued by the County and/or TSA to partially or wholly finance or refinance improvements, renovations and additions upon the Premises.

D. BOC. BOC shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

E. Championship Season. Championship Season shall mean the regular annual period of play of professional baseball games by the clubs of a professional baseball league, except as to the division series, the league championship series of Major League Baseball or the World Series, resulting in the determination of one of its members as the champion of that league or Major League Baseball.

F. Commissioner. Commissioner shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a

Commissioner, any person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

G. Community Use Field. Community Use Field shall mean that certain baseball facility containing approximately 1,000 seats on the Premises and used by the Partnership, Hillsborough Community College, and such others as are acceptable to the Partnership and TSA.

H. Concession Facilities. Concession Facilities shall mean the facilities used for the preparation and service of food, beverage, and souvenirs and for the sale of other similarly related goods and services on the Premises, including but not limited to the Stadium, the Community Use Field, and all the equipment and fixtures affixed or attached to any part of such Concession Facilities.

I. Effective Date. Effective Date shall mean the date this Agreement becomes effective, as provided in Section 24.19 below.

J. Executive Council. Executive Council shall mean the Executive Council of Major League Baseball that is governed by Article III of the Major League Constitution, and any successor body thereto.

K. Himes Facility. The Himes Facility shall mean that certain real property and improvements located on Himes Avenue, Tampa, Florida, which is the current site of the Partnership's professional baseball development and training facilities that support the Partnership's Spring Training activities.

L. Improvements. Improvements shall mean and include, but not be limited to, the Stadium, the Community Use Field, access to the Premises, including, but not limited to, paved areas, landscaping, driveways, curb cuts, median cuts, the Pedestrian Walk Over defined below, the training fields, the



clubhouses, dugouts and fixtures for the Stadium, including, but not limited to wall coverings, floors, floor coverings, scoreboards, permanent seating, all necessary roads, all sewer, water, communications and other utility lines and systems, berms, parking areas, permanent batting cages, press boxes, sky boxes, offices for the Partnership, concession areas, and public address system, whether now existing or added at any time during the Term hereof.

M. Joint Use and Maintenance Agreement. Joint Use and Maintenance Agreement shall mean the agreement between TSA, the Partnership, the County and Hillsborough Community College dated October 12, 1995, a copy of which, along with exhibits relevant to this Agreement, is attached hereto as Exhibit "B" and which is, by reference, incorporated herein.

N. Major League Baseball. Major League Baseball or "MLB" shall mean, depending on the context, any or all of (a) the BOC and each other MLB Entity and/or all boards and committees thereof, including, without limitation, the Executive Council and the Ownership Committee, and/or (b) the Major League Baseball Clubs acting collectively.

O. Major League Clubs. Major League Clubs shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

P. Major League Constitution. Major League Constitution shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major League Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended,

supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

Q. Minor League Baseball. Minor League Baseball shall mean the professional baseball leagues which are members of the National Association of Professional Baseball Leagues, Inc. Each such league is known individually as a Minor League.

R. Minor League Club(s). Minor League Club(s) shall mean the professional baseball clubs which are members of the respective Minor Leagues.

S. MLB Approval. MLB Approval shall mean, with respect to the Major League Clubs, the Commissioner, the BOC or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such person(s)).

T. MLB Entity. MLB Entity shall mean each of the BOC, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, successors or assigns.

U. MLB Governing Documents. MLB Governing Documents shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Clubs and the Major League Baseball Players Association, (c) the Professional Baseball

Agreement, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the BOC, the various Major League Clubs, MLB Advanced Media, L.P. and various other MLB Entities and (f) each agency agreement and operating guidelines among the Major League Clubs and any MLB Entity, including, without limitation, the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Clubs and the BOC (and the Operating Guidelines related thereto).

V. MLB Rules and Regulations. MLB Rules and Regulations shall mean (i) the MLB Governing Documents, (ii) any present or future agreements or arrangements entered into by, or on behalf of, the BOC, any other MLB Entity or the Major League Clubs acting collectively, including, without limitation, agreements or arrangements (A) entered into pursuant to the MLB Governing Documents, (B) relating to any commerce and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication, and (C) regarding the telecast, broadcast, cablecast (including pay, basic, expanded basic, pay-per-view and video-on-demand), recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Major League Baseball games, and (iii) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or on behalf of, the Commissioner, the BOC or any other MLB Entity as in effect from time to time.

W. Official Baseball Rules. Official Baseball Rules shall mean those certain playing rules of Major League Baseball, all as the same now exist or may be amended from time to time in the future.

X. Pedestrian Walk Over. The Pedestrian Walk Over is the pedestrian bridge that spans Dale Mabry Highway and connects the Premises to the Raymond James Stadium property, which is also referred to in this Agreement as Tampa Stadium.

Y. Premises. Premises shall mean George M. Steinbrenner Field and shall include all of the following:

- 1) The Land as described in Exhibit "A" attached hereto;
- 2) The Improvements; and
- 3) All rights, appurtenances, easements, etc., necessary to the use, operation, and maintenance of the Premises.

Z. Professional Baseball Agreement. Professional Baseball Agreement shall mean that certain Professional Baseball Agreement between the BOC, on behalf of itself and the Major League Clubs, and the National Association of Professional Baseball Leagues, Inc., as the same now exists or may be amended from time to time.

AA. Spring Training. Spring Training shall mean the operations and activities of the Major League Clubs and the Minor League Clubs in training for the next Championship Season.

BB. Stadium. Stadium shall mean that certain baseball stadium containing approximately ten thousand (10,000) seats and located on the Premises. Stadium shall include all practice fields located on the Premises and all parking areas, grass

fields, structures, fixtures, equipment, additions, alterations, improvements, appurtenances and the like, whether now existing or added at any time during the Term hereof.

CC. Term. Term shall mean the Term as set forth in Article III below.

## **ARTICLE II** **LICENSE TO USE THE PREMISES**

2.1 License. County hereby renews and extends its license to TSA and TSA hereby renews and extends its license to the Partnership governing the rights to and use of the Premises and the Partnership accepts the renewed and extended license from TSA, subject to the terms and conditions set forth herein.

2.2 Use of Premises. The Premises shall be used by Partnership for the following: as a professional Major League Baseball Spring Training facility, as a training complex for the Yankees and its Affiliates, for spring training baseball games, minor league baseball games, exhibition baseball games, post season baseball games, Partnership offices, baseball-related promotional events, other uses customarily associated with professional baseball, non-baseball athletic events and games, music concerts, festivals, shows, corporate meetings and events, community events and other forms of entertainment, whether sporting or non-sporting related. However, Partnership shall coordinate the Premises schedule and obtain the approval of TSA prior to scheduling any ticketed non-professional baseball use to be held within the Premises if the parking for such event may affect the TSA's ability to schedule the "Overflow Parking" area as identified in Article VII of the Joint Use and Maintenance Agreement. TSA's approval shall be granted unless the date selected by the Partnership for such event conflicts with an event

that was previously scheduled by TSA or HCC for such date in accordance with Article VII of the Joint Use and Maintenance Agreement.

2.3 Home Games. The Partnership agrees that so long as this Agreement remains in effect, the Yankees shall play in the Stadium all of their regularly scheduled home Major League Baseball Spring Training games, and all regularly scheduled home games of any Affiliates playing their home games in Hillsborough County, with the exception of the Yankees' Gulf Coast League, Instructional League and Extended Spring Training teams.

2.4 Use of Premises by Partnership.

2.4.1 The Partnership shall have exclusive control over the Premises for scheduling Yankees' and Affiliates' games, and shall assume the responsibility for all costs of events under its exclusive control. At the Partnership's request, TSA will cooperate with the Partnership in staffing such events at the Partnership's expense. Except as provided in the sentence that follows, the Premises, including but not limited to the Stadium and the Concession Facilities, shall not be used by TSA or anyone else other than the Yankees or the Affiliates without the prior written consent of the Partnership, which consent may not be unreasonably withheld as long as said use does not conflict with the Partnership's use of the Premises in accordance with this Article. However, the Partnership's sky boxes, clubhouse, Dugout Club, Pavilion, Partnership or Affiliate offices, and any other spaces not available to the general public, shall not be used by TSA or anyone else other than the Yankees' or the Affiliates without the prior written consent of the Partnership, which consent may be withheld by the Partnership in its sole discretion (notwithstanding Article XXI to the contrary); provided, however, that County retains certain rights relating to the Pavilion in accordance with the terms

of the Legends Field Renovation Improvements Purchase Repurchase Agreement dated as of October 18, 2006 as amended on July 1, 2011 (collectively, the "2006 Renovation Agreement"), and TSA is entitled to use the Pavilion in the same manner and extent as the County.

2.4.2 In consideration for Partnership's exclusive control, Partnership shall provide three (3) free rentals annually during the Term to TSA or County within the sky boxes, Dugout Club, or Pavilion, granting a credit of up to \$5,000 for each rental. Said rentals and credits shall include license fees, equipment charges, personnel charges, box office charges and other miscellaneous charges. Except as herein provided, terms of the usage for the aforementioned rentals shall be in accordance with the County's rights relating to the Pavilion in the 2006 Renovation Agreement.

2.5 TSA Use of Premises. The Partnership recognizes that TSA intends to attract major sports, entertainment and significant community events to the Tampa Bay area which may require use of the Premises and surrounding areas, including, but not limited to, Super Bowls, NCAA National Championship games and national or international convention events ("Community Events"). TSA shall obtain the Partnership's prior written consent for any use of the Premises by TSA. TSA and Partnership shall negotiate in good faith with respect to opportunities to jointly conduct events on the Premises, particularly with respect to use of the Premises in connection with a Community Event, and Partnership shall not schedule any event during non-Spring Training periods of time which conflicts with events designated by TSA as "Community Events".

2.6 Other Permitted Uses. TSA represents and warrants that, as of the date hereof, all uses of the Premises permitted under this Agreement currently

comply with restrictions, laws, regulations, ordinances or agreements to which TSA is a party, or which govern the Premises, including, but not limited to, restrictive covenants, development orders, zoning ordinances, land use plans, leases and other such matters affecting the Premises.

### **ARTICLE III** **TERM**

The Term of this Agreement is hereby extended for a period of approximately thirty (30) years commencing on the Effective Date of this Agreement and terminating on December 31, 2046 (the "Termination Date"). This Agreement and the license herein granted are irrevocable except as specifically provided in this Agreement.

### **ARTICLE IV** **PAYMENTS TO TSA OR COUNTY**

4.1 Calculation of Payments. In consideration for the grant of the license to Partnership by TSA to use the Premises, and continuing thereafter during the Term, Partnership shall pay or cause to be paid to TSA or the County, as directed by TSA, the amounts set forth in Exhibit "C" hereto.

Except as otherwise specifically provided herein, or in the Joint Use and Maintenance Agreement, all proceeds and sales of any type whatsoever (including, but not limited to ticket sales, media sales, scoreboard sales, advertising sales, and sky box rentals) for the Stadium and every other form of revenue related to or derived from Partnership uses or events at the Premises, including but not limited to concession sales, souvenir sales, broadcast rights, Advertising Revenues, and parking fees, shall be and remain the sole and express property of the Partnership.



4.2 Timing of Payments. Payments under Article 4.1 shall be due in equal installments on May 30th and August 30th of each year of the Term.

## **ARTICLE V** **MAINTENANCE**

5.1 Partnership's Maintenance Responsibilities. The Partnership shall, during the Term, perform general operational maintenance on the Premises in a manner consistent with the standards and conditions prevailing at similarly situated Major League Baseball facilities then existing in the State of Florida. Such maintenance shall include but not be limited to the preparation and maintenance of the surface of and the marking of lines on the playing fields; seeding, mowing, watering, and raking the grassy areas of the playing fields and vicinity; maintenance and painting of structures including outfield fences and batters' background; cleaning and maintaining public rest room facilities, clubhouses, and offices at the Stadium; collecting and disposing of trash; cleaning and painting all spectator areas at its own expense; maintaining parking areas; cleaning and maintaining (or causing to be cleaned and maintained) all Concession Facilities; maintaining the landscaping; and maintaining the public address system. The Partnership shall also be responsible for all capital improvements and capital repairs (including maintenance to structural components and marquees) to the Premises, excluding the Pedestrian Walk Over, responsibility for which is provided at Article 5.2 hereof.

5.2 TSA's Maintenance Responsibilities. TSA shall have sole responsibility for maintaining the Pedestrian Walk Over, provided that the Partnership shall reimburse TSA for fifty percent (50%) of the cost of such maintenance. TSA shall also have sole responsibility for the maintenance of the entire Premises in connection with any game and/or event sponsored by TSA.

5.3 Cooperation. The Partnership and TSA shall consult with each other regularly and shall cooperate fully with each other concerning their respective maintenance obligations. TSA and the Partnership shall share equally the maintenance of the Premises used for jointly sponsored events.

5.4 Capital Improvements. Except as provided in this Article and as provided in Article 5.2 above, the Partnership shall be solely responsible for the cost of any capital improvements to the Premises. TSA shall be solely responsible for capital improvements to the Pedestrian Walk Over, provided that the Partnership shall reimburse TSA for fifty percent (50%) of the cost of such capital improvements. Notwithstanding the preceding sentence, TSA shall be solely responsible for the cost of all modifications to the Pedestrian Walk Over, including but not limited to its access ramps, stairs and walkways, which in the reasonable judgment of TSA are necessary or appropriate as a result of the reconfiguration, relocation, construction or reconstruction of the surface level or multi-level parking areas at the facility currently known as Raymond James Stadium and/or the exercise by TSA or the Tampa Bay Buccaneers or their successors or assigns of any development rights as set forth in the Buccaneer Documents. Any such modifications shall be subject to the written approval of the Partnership, and all other capital improvements, whether the responsibility of the Partnership or TSA, must be agreeable to TSA and the Partnership prior to the commencement of the same. All approved capital improvements shall be of comparable quality to the improvements being improved or replaced. It is expressly understood by the parties that the Partnership's capital improvements shall not include any responsibility to correct or repair any part of the original construction constituting punch list work, warranty work or latent defects.

**ARTICLE VI**  
**SECURITY AND UTILITIES**

6.1 Security. The Partnership shall be responsible for security on the entire Premises, provided that TSA shall be responsible for providing at its expense security inside and outside the Stadium for games and/or events at the Premises sponsored by TSA.

6.2 Utilities. The Partnership shall be responsible for payment of all utilities serving the Premises, provided that TSA shall be responsible for the payment of its proportionate share of utilities for games and/or events at the Premises sponsored by TSA.

**ARTICLE VII**  
**CONCESSION/NOVELTIES**

7.1 Concessions. Unless mutually agreed otherwise, the Partnership shall have full control of, and rights to, any and all concession sales on the Premises, regardless of whether the event is sponsored or operated individually or jointly by the Partnership, TSA, and/or a third party. However, there shall be no concessions sales anywhere on the Premises, other than by virtue of a restaurant operated in the Stadium by or through the Partnership, or through private event catering, during events held at the facility currently known as Raymond James Stadium unless an event is also being held on the Premises, in which case the Partnership shall have full concession rights. The Partnership's concession rights shall not extend to the off-Premises concessions and concession sales on property owned or controlled by TSA before, during, and after any event held on the Premises. The Partnership's concession rights shall include, but shall not be limited to, vendor and concessionaire selection, food, beverage and merchandise selection, terms of sale,

quality of service, and all other aspects of operating the concession sales. All proceeds from the concession sales shall belong to the Partnership. The Partnership shall be responsible for all expenses (including trash handling and removal) associated with the concession sales. TSA agrees not to operate its concession facilities off the Premises during events held on the Premises, unless there is an event being held by TSA simultaneously off the Premises.

7.2 Novelties. The Parties acknowledge and agree that event-related novelties (such as, without limitation, T-shirts and hats) are not concession items. All proceeds from the sale of the Partnership's, the Yankees', the Affiliates, or any other novelties shall at all times belong to the Partnership, regardless of who sponsors the event giving rise to the sale. The Partnership may sell Partnership's, Yankees' or Affiliates' novelties on the Premises, but not on the Himes Facility during events held at Tampa Stadium or its parking areas.

7.3 Alcoholic Beverage Zoning and Alcoholic Beverage Licensing. The Parties acknowledge that certain of the Premises, such as the Concession Facilities, may engage in the sale of alcoholic beverages. The Parties further acknowledge that the ability to sell alcoholic beverages at the Premises is an activity typically conducted in professional baseball facilities. Therefore, TSA and the County agree that the Partnership shall be allowed to apply for alcoholic beverage zoning so that alcoholic beverages may be sold from the Concession Facilities for consumption on the Premises only, during such hours of operation as the Partnership may choose from time to time, subject to the Scheduling and Parking Agreement. The Partnership's opportunities in this regard constitute a material part of this Agreement, therefore TSA and the County agree that they shall take no action or file any documents with any public official or governmental agency which would serve to prohibit or limit the right of the Partnership to obtain alcoholic beverage

zoning and alcoholic beverage licenses from the appropriate governmental authorities, provided Partnership complies with all applicable laws, ordinances, rules and regulations. In addition, TSA and the County agree to promptly execute any applications or consents thereto that may be reasonably requested by the Partnership for the purpose of obtaining alcoholic beverage zoning so that alcoholic beverages may be sold at the Premises. TSA and the County shall have the right and option to attend any and all public hearings for alcoholic beverage zoning and the Partnership shall give TSA and the County reasonable and adequate prior notice of all public hearings and copies of all applications for alcoholic beverage zoning. The timing with respect to the applications for such alcoholic beverage zoning shall be determined by the Partnership, in its sole discretion, after consultation with TSA and County. In addition, the Partnership shall have the sole right to determine whether to extend application periods or to continue any such hearings to a subsequent date. To the extent required by any appropriate governmental agency, TSA and the County agree to execute any appointments of agents of record to appear at any such public hearings which agents of record shall be reasonably approved by the Partnership. All application fees for alcoholic beverage zoning and alcoholic beverage licensing, and all expenses in connection therewith, shall be the sole expense of the Partnership. Unless required by law and after consultation with Partnership, TSA and the County shall not consent to or accept any conditions in alcoholic beverage zoning approvals that materially and adversely affect the Partnership's proposed use of the Premises and sale of alcoholic beverages. TSA and the County shall cooperate with the Partnership with respect to all such applications and shall take no action inconsistent with the applications made by the Partnership as long as said applications conform with the uses described in this Agreement and provided that Partnership has in full force and effect the Liquor Liability Insurance policy as required by Article 14.6 below.

It is expressly understood and agreed by Partnership that Partnership shall be solely responsible for the securing of all necessary zoning, special use and other approvals required for the sale and/or consumption of alcoholic beverages at the Premises.

7.4 Brochures, Schedules, Newsletters, and Promotional Material. The Partnership shall have the exclusive right to publish and sell or give away brochures, schedules, newsletters, programs, yearbooks, and any other promotional materials and any other publications or written material relating to the Premises and games, events, and activities therein, except as otherwise provided in the Joint Use and Maintenance Agreement, and further except with respect to any events jointly sponsored by the Partnership and TSA, in which case the Partnership and TSA shall share such right equally.

## **ARTICLE VIII** **ADVERTISING AND BROADCASTING RIGHTS**

8.1 Advertising. The Partnership shall have the exclusive right to sell or otherwise commercially exploit all advertising and sponsorship opportunities and shall be paid all Advertising Revenues generated within the Premises, including, without limitation, all Advertising Revenues from the informational signs and marquees to be placed by the Partnership anywhere within the Premises, including without limitation inside or on the outside walls of the Stadium and Community Use Field. Such rights shall include the Partnership's right to name the Stadium and/or to sell or lease the Stadium name and/or signature and to receive any and all revenues and other proceeds therefrom. Notwithstanding the foregoing, TSA retains the right to place billboards or the functional equivalent on the Premises between the Stadium and both Dale Mabry Highway and Dr. Martin Luther King Boulevard and between the Community Use Field and Dale Mabry Highway, to

place advertisements or promotions thereon and to receive and retain all advertising revenue therefrom. However, the placement of such advertising by TSA shall not unreasonably interfere with the advertising, signage and/or marquee rights of the Partnership.

8.2 Television and Broadcasting Rights. The Partnership shall have the exclusive right to contract or arrange for broadcasting and/or publication of baseball games and other events held on the Premises, including but not limited to broadcast, reproduction, transmittal or dissemination by means of radio, television (whether by over-the-air telecasts or through the medium now commonly referred to as "pay television", "CATV", or "closed circuit television"), internet, or similar device or arrangement. TSA shall receive no revenues from the Partnership's broadcast or televising of any events sponsored by the Partnership on the Premises, nor shall TSA participate, in any manner, in determining when or whether said events shall be televised or broadcast. All revenues from television or broadcasting shall be the exclusive property of the Partnership.

8.3 MLB Rights. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities.

## ARTICLE IX PARKING

9.1 Joint Use and Maintenance Agreement. In 1995, HCC purchased approximately 5.5 acres of the Land initially included in the Premises to be utilized for parking for itself, the Partnership, and TSA. Those three parties and the County subsequently entered into the Joint Use and Maintenance Agreement. The

provisions of the Joint Use and Maintenance Agreement, in combination with this Article IX, shall govern the Partnership and TSA with respect to the matters contained therein.

9.2 Parking Rights and Obligations. The Partnership shall have sole control of the parking of motor vehicles at all the parking areas located on or within the Premises and, with prior notice to TSA, any off-Premises additional parking areas owned or controlled by TSA and determined necessary by the Partnership, in its discretion, for its use for Spring Training games. The Partnership may also utilize the off-Premises parking areas owned or controlled by TSA for use during Minor League games and other events sponsored by the Partnership on the Premises, with TSA's prior consent. The Partnership's control of parking shall include the Partnership's sole discretion whether to charge a fee for parking as well as the amount of said fee, if any. Except as provided in this paragraph, the Partnership shall own and derive all revenue, if any, from the operation of such parking facilities, as well as be responsible for associated costs and obligations thereof (such as security, maintenance and clean-up), and the Partnership shall provide and hire all parking attendants in the number deemed appropriate by the Partnership. TSA and Partnership shall share equally the parking revenues and shall bear equally the obligations (such as security, attendants, maintenance and clean-up) and costs associated with parking for events jointly sponsored by TSA and Partnership at the Premises, and TSA alone shall receive the parking revenues and shall bear the obligations and costs associated with parking for games and/or events solely sponsored by TSA, either at the Premises or on other property owned or controlled by TSA.



**ARTICLE X**  
**TAXES**

10.1 Sales and Personal Property Taxes. The Partnership agrees to pay, before delinquency, any and all lawful taxes of whatever kind or nature levied or assessed and which become payable during the Term upon Partnership's equipment, furniture, fixtures, and other personal and intangible property located in the Premises, and shall also pay any and all sales, use, excise, or similar taxes which arise from or relate to the payments required hereunder. Notwithstanding the foregoing, TSA shall cooperate with the Partnership by taking all reasonable action requested by the Partnership to reduce taxes so long as such activities do not shift the tax responsibility to TSA or otherwise subject TSA to any adverse consequences. Partnership shall indemnify, defend and hold harmless TSA for all costs, claims and expenses arising from or relating to any such action taken in response to a request by Partnership. All applicable taxes shall be paid as required by law.

10.2 Real Estate Taxes. It is the intent of the Parties that TSA, the County, the Premises, and the uses granted hereunder of the Premises are immune from real estate ad valorem taxation, and that there shall be no real estate tax imposed upon any party with respect to the Partnership's use of the Premises or rights in this Agreement. However, to the extent that the Premises, the Partnership's right to use the same or the Partnership's rights to this Agreement are not immune from taxation, the Partnership agrees to pay the lawful taxes, assessments, or charges which at any time may be levied by any federal, state, county, city or any tax or assessment levying body against the Partnership upon the Premises or any interest in this Agreement or any possessory right which the Partnership may have in or to the Premises or the Improvements by reason of the Partnership's use or occupancy

thereof. Notwithstanding the foregoing provisions, the Partnership shall, after notifying TSA and the County of its intention to do so, have the right, in its own name or behalf, or in the name and behalf of TSA, to contest in good faith by all appropriate proceedings, the amount, applicability, or validity of any such tax or assessment. In connection with such contest, the Partnership may refrain from paying any tax or assessment so long as such contest will not, in the opinion of TSA's and the County's attorneys, which opinions shall be in writing and addressed to the Partnership, subject any part of the Premises to forfeiture or loss, in which event such taxes, assessments or charges will be paid promptly.

Upon reasonable request of the Partnership, TSA and the County shall assist the Partnership in contesting the legality, validity, and/or amount of such tax or assessment, provided that TSA's and County's assistance shall not extend to those facilities that are not used for the uses as set forth in Article 2.2 above. Moreover, TSA and the County shall take any and all action necessary to cause the Premises and/or the Partnership's rights to use the same and in this Agreement to not be subject to ad valorem taxation, with such actions to include, but not be limited to, maintaining title in the Premises to the County. As the sole remedy available to Partnership, TSA agrees to pay or to reimburse the Partnership with respect to ad valorem taxation in the event TSA or the County fail to take action as set forth in this paragraph. Otherwise, if due to reasons other than failure of the County or TSA to fulfill their obligations under the preceding sentences of this Article 10.2 (eg., change in the law), should the Partnership ultimately be held to be responsible for ad valorem taxes for the Premises, its use of the same, or because of this Agreement, then TSA shall reimburse the Partnership for the lesser of fifty percent (50%) of the Partnership's maintenance cost on the Premises or fifty percent (50%) of the ad valorem taxes and applicable interest and penalties, if any, payable by the

Partnership and the same percentage of costs associated with contesting any tax assessment described in this Article 10.2 for the uses as set forth in Article 2.2 above. Notwithstanding the foregoing provisions of this Article 10.2, neither TSA nor County shall be obligated to take any position or action which it, in good faith, believes not to be supported by the law.

10.3 Restaurant Taxes. The Partnership agrees to pay, in full, any and all taxes of whatever kind which results from the use and/or operation of any restaurant(s) to be located on or within the Premises.

#### **ARTICLE XI PERSONAL PROPERTY**

All non-fixtures (that is, for example, batting cages, pitching machines, office furniture) placed or moved upon the Premises by the Partnership or the Affiliates and owned by the Partnership or the Affiliates prior to such placement or movement shall continue to be owned and used by the Partnership or the Affiliates at their risk; provided that TSA shall be liable for any damage or injuries caused to or by such non-fixtures as a result of the negligent handling or use of such non-fixtures by TSA or its employees, agents, or invitees. The Partnership and the Affiliates shall have the exclusive use of such personal property which upon expiration of this Agreement shall remain the personal property of the Partnership or Affiliates.

#### **ARTICLE XII INDEMNIFICATION**

12.1 Indemnification by TSA. TSA agrees, to the extent permitted by the Florida Constitution and subject to the limits provided for in Section 768.28, Florida Statutes, to indemnify, defend, and hold harmless the Partnership, its

general and limited partners, its officers, employees and agents, successors, and assigns (each an "Indemnitee") from and against, and to reimburse such Indemnitee with respect to, any and all losses, damages, liabilities, costs, or expenses (including reasonable attorneys' and professionals' fees and disbursements) solely and directly arising out of or resulting from any negligent act or willful misconduct of TSA, its officers, employees, or agents done in the performance of this Agreement or the default of any provision hereof.

12.2 Indemnification by Partnership. The Partnership agrees to indemnify and hold harmless TSA and the County, their officers, agents and employees against any and all damages, claims, losses, liabilities and expenses (including, but not limited to, reasonable legal fees and disbursements including reasonable legal fees to enforce this indemnification) caused by, in connection with or arising out of or resulting from any negligent act or willful misconduct of the Partnership or its partners, employees, officers or agents done in the performance of this Agreement or the default of any provisions hereof.

12.3 Limitation on Tort Liability. Notwithstanding the foregoing provisions, the indemnity obligations of TSA and the Partnership under this Article XII as they relate to the amount of damages claimed by a third party are limited to available insurance coverages with respect to personal injury tort liability claims so long as such insurance coverages are maintained in accordance with this Agreement.

### **ARTICLE XIII** **DAMAGE BY FIRE OR OTHER CASUALTY**

13.1 Repair or Termination. If the Premises or a portion thereof at any time during the Term of this Agreement is damaged by fire or other casualty not

caused by acts or omissions of the Partnership, its agents, or employees, and if such fire or other casualty renders the Premises, or any portion thereof untenable or unusable for the purposes for which they were designed and intended for a period exceeding 180 days, then the Partnership may terminate this Agreement, and the Parties shall thereupon be relieved of any further obligations under this Agreement. If the Partnership does not exercise its option to terminate this Agreement, TSA at its expense shall repair the damage out of insurance proceeds and any other funds it has available for such purpose so as to restore the Premises to substantially their condition immediately prior to such fire or other casualty, in accordance with then existing laws, ordinances, building codes and other governmental regulations or restrictions. TSA shall cause such repairs and restoration to commence promptly and to proceed diligently to completion, subject to reasonable delays beyond its control. The provisions of Article 14.12 hereof shall apply in either the event of termination or non-termination.

13.2 Payments Not Abated. During any period beginning with the occurrence of any damage or destruction by fire or other casualty which renders any part of the Premises untenable or unusable for the purposes for which they were designed and intended and ending upon completion of the work of repair and restoration, the payments to TSA and the County under Article IV of this Agreement shall not be abated, it being understood by the Partnership that it may fund such payments from the proceeds of the insurance required under Article XIV hereof. Further during such period, the other obligations of the Parties under this Agreement shall be suspended to an extent appropriate in light of the part, if any, of the Premises being used by the Partnership.

## **ARTICLE XIV**

### **INSURANCE**

14.1 General Application. Throughout the Term of this Agreement, the Partnership shall provide, pay for, and maintain with insurance companies satisfactory to TSA the insurance coverages and limits required of it in this Agreement. TSA will also, during the Term of this Agreement, provide, pay for, and maintain with insurance companies satisfactory to the Partnership the insurance coverages and limits required of it in this Agreement.

14.2 Additional Insureds. The Partnership shall have TSA and County endorsed to all its Liability Policies, other than its Workers' Compensation and Employer's Liability Coverage, as additional insureds for Partnership operations under this Agreement. TSA will have the Partnership and County endorsed to all its Liability Policies, other than its Workers' Compensation and Employer's Liability Coverage, as additional insureds for TSA operations under this Agreement.

14.3 Waiver of Subrogation. Under all Property Insurance Policies, the Partnership shall have its insurance companies waive their rights of subrogation against TSA, and TSA shall have its Property Insurance companies waive their rights of subrogation against the Partnership.

14.4 Certificates of Insurance. Certificates of Insurance (the "Certificates") evidencing the insurance coverages and limits required in this Agreement shall be provided to each Party by the other. The Certificates shall be executed by an authorized representative of the insurance companies shown on the Certificates with written proof for each insurance company that he/she is their authorized representative and authorized to execute the Certificate on their behalf. TSA and

County have their own Certificates that must be used for this purpose. A certified, true, and exact copy of the insurance policies required by this Agreement will be accepted in place of a Certificate if properly endorsed to cover the Insurance Requirements herein. Within ten (10) days prior to expiration of existing policies, each Party shall provide the other Parties with a replacement Certificate.

14.5 Notice of Cancellation. The Parties shall provide the other Parties at least thirty (30) days written notice of cancellation by certified or registered mail.

14.6 Commercial General Liability Insurance (Partnership). Partnership shall maintain Commercial General Liability Insurance including, but not limited to: Premises & Operations, Personal & Advertising Injury, Contractual Liability, Independent Contractors, Products-Completed Operations, and Liquor Liability Coverages and shall not exclude the Explosion, Collapse, and Underground Property Damages Liability Coverages. Coverage limits shall not be less than Five Million dollars (\$5,000,000.00) combined Bodily Injury, Personal Injury, and Property Damage per occurrence and Five Million dollars (\$5,000,000.00) in the aggregate. In addition, either as part of the Commercial General Liability policy or as a separate policy, Partnership shall maintain business interruption or loss coverage with coverage limits not less than Five Million dollars (\$5,000,000.00).

14.7 Commercial General Liability Insurance (TSA). TSA shall maintain the same Commercial General Liability Insurance as provided in Section 14.6 above, except for the Liquor Liability Coverages.

14.8 Workers' Compensation and Employer's Liability Insurance. Throughout the Term of this Agreement, the Partnership and TSA shall maintain Workers' Compensation Insurance as required by Florida laws and Employer's Liability Insurance with limits of not less than:

Limit Each Accident	\$1,000,000.00
Limit Disease Aggregate	\$1,000,000.00
Limit Disease Each Employee	\$1,000,000.00

14.9 Business Automobile Insurance. Throughout the Term of this Agreement, the Partnership and TSA shall maintain Automobile Liability Insurance for all of their owned, non-owned, or hired vehicles to be used in the performance of this Agreement according to Florida laws, with a combined single limit for Bodily Injury and Property Damage of not less than:

Combined Single Limit Each Accident	\$1,000,000.00
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14.10 Builder's Risk and Other Insurance. Prior to the commencement of any construction on the Premises by either TSA or the Partnership, the Party causing the construction will obtain Builder's Risk insurance in the amount of the construction cost of the improvements and will cause the other Party and the County to be named as additional insureds. A Certificate shall be filed with the other Parties prior to the commencement of construction.

14.11 Payment and Performance Bonds. Prior to commencement of any construction on the Premises, the Party causing the construction will furnish to the other Parties a copy of a payment and performance bond acceptable to the other Parties, issued by a surety company authorized to do business in Florida, naming the other Parties as dual or co-obligees, in the amount of the construction cost.

14.12 Fire & Allied Property Insurance. Throughout the Term of this Agreement, the Partnership shall at its expense insure at replacement cost, including debris removal and building and ordinance coverages, the Premises



against loss or damage by or from, but not limited to, the following causes of loss: fire, lightning, windstorm, hail, riot, riot attending a strike, civil commotion, explosion, smoke, aircraft, vehicles, vandalism and malicious mischief, flood and earthquake. Any deductible must be agreed to in writing by TSA. The County and TSA shall be named as additional insureds. A Certificate shall be provided to TSA and the County evidencing the required coverages. If the Partnership elects to terminate this Agreement pursuant to Article XIII above, TSA and the County shall be entitled to insurance proceeds up to the amount necessary to pay the Bond Repayment (hereinafter defined); otherwise, if the Partnership does not elect to terminate this Agreement, said insurance proceeds shall be used to rebuild the Improvements. Any insurance proceeds remaining after payment of the Bond Repayment or after rebuilding the Improvements shall belong solely to the Partnership.

14.13 Boiler & Machinery Insurance. Throughout the Term of this Agreement, the Partnership shall at its expense, insure the repair or replacement value on a Comprehensive Boiler and Machinery Policy, against loss, damage, or breakdown of the following machinery and equipment, contained in the Premises or outside if servicing such Premises: steam boilers, steam and water pipes, steam engines, and other steam pressure vessels and all electric and lighting systems including transformers, scoreboards, and miscellaneous electrical apparatus. The Partnership, County and TSA shall be named as additional insureds with rights to 45 days notice of intent to cancel. A Certificate shall be provided to TSA and the County evidencing the required coverages.

14.14 Pedestrian Walk Over. It shall be TSA's responsibility to obtain Liability and Property Insurance Coverage for the entire Pedestrian Walk Over either as part of its overall insurance program or through a specific insurance

program for the Pedestrian Walk Over. Partnership shall reimburse TSA for fifty percent (50%) of the premium cost and any deductible or self insurance paid by TSA. If, however, the Partnership elects, in its sole discretion, to assume responsibility for providing such insurance coverage, which coverage must be acceptable to TSA, then TSA shall reimburse Partnership with respect to fifty percent (50%) of the premium cost of such insurance and of any deductible or self insurance paid by Partnership within fifteen (15) days after the Partnership provides TSA with a written request for payment of the same. The Partnership, County and TSA shall be named as additional insureds with respect to such insurance with rights to 45 days notice of intent to cancel. A Certificate shall be provided to the Parties evidencing the coverage required in this paragraph.

#### **ARTICLE XV** **BREACH OR DEFAULT**

15.1 Breach or Default. The failure or refusal by any Party to abide by any obligation, duty, covenant, or agreement set forth herein shall constitute a breach or default of this Agreement.

15.2 Notice of Default and Opportunity to Cure. In the event there is a breach or default under this Agreement by a Party, including a failure on its part once or repeatedly to perform any of its obligations, duties, covenants, agreements, or conditions hereunder, the breaching Party agrees to expeditiously remedy such breach or default. If such breach or default continues for a reasonable period of time, not to exceed five (5) business days, after service by the non-breaching Party of written notice of the breach or default (provided, that a repeated breach of the same obligations, duty, covenant, agreement, or condition shall eliminate the cure period and be cause for immediate remedy), the non-breaching Party may, at its sole election, either: (i) thereafter remedy such breach or default and the breaching

Party shall make reimbursement for the cost thereof within fifteen (15) days of receipt by the breaching Party of billing for the same, (ii) pursue damages or injunctive relief for such breach or default, or (iii) with respect to a material breach or material default for which an action for damages or injunctive relief would not be a sufficient remedy, terminate this Agreement for such "cause". The above five (5) day cure period may be extended for events not curable with a five (5) day period so long as the Party effectuating the cure is diligently pursuing the same and has a reasonable chance of succeeding; provided that in no event shall such extended cure period continue for more than thirty (30) additional days, or such longer period as the Parties shall agree.

15.3 Remedies. Except as expressly provided for in this Subsection 15.3, the specified remedies to which the Parties may resort under the terms of this Agreement are cumulative and not intended to be exclusive of any other remedies or means of redress to which they may be lawfully entitled in case of any breach or default or threatened breach or default by any Party to this Agreement. With respect only to a breach or default by the Partnership resulting from a relocation of the Yankees from the Premises prior to the expiration of the Term for any reason (a "Relocation"), TSA and the County shall be entitled to all available remedies, at law or equity, including injunctive relief, until such time as the Partnership has paid the three (3) monetary amounts as described in this Section 15.3. First, the Partnership shall immediately remit to TSA or the County, as the case may be, an amount sufficient to repay the then outstanding principal balance of the Bonds, including interest and redemption premiums to the nearest call date, together with all fees and expenses incidental thereto (the "Bond Repayment"). Second, the Partnership shall immediately reimburse the State of Florida for any state funds expended on the Premises pursuant to the Facility Renovation Agreement in

accordance with, and only to the extent required by, Section 288.11631(2)(a)2, Florida Statutes (the "State Reimbursement"); it being the intention of the Parties that the State Reimbursement shall not result in a double payment or windfall to County or TSA. Third, the Partnership shall adequately compensate TSA and the County for the actual damages resulting from the Relocation. In connection with the payment of the third monetary amount, the Parties agree that separate and apart from the Bond Repayment and the State Reimbursement, the actual damages to TSA and the County resulting from a Relocation will be difficult or impossible to ascertain; therefore, in lieu of actual damages, the Partnership shall immediately remit to TSA or the County, as directed by TSA, fixed and agreed upon liquidated damages in an amount equal to the product of Five Hundred Thousand Dollars (\$500,000) times the number of years or fraction thereof remaining in the Term. It is acknowledged and agreed by the Parties that the amounts payable under this Section 15.3 shall, in no event, be considered as a penalty or otherwise than as liquidated damages to TSA and the County because of a Relocation. Upon full and timely payment of the three (3) monetary amounts set forth above in this Section 15.3, the Partnership's breach and default due to a Relocation shall be deemed cured and this Agreement shall be deemed terminated. Further, upon such termination, all rights, entitlements and privileges of the Partnership relating to the GMS Facility, this Agreement or the Joint Use and Maintenance Agreement shall become null and void. The Parties acknowledge that a relocation of the Yankees from the Premises prior to the expiration of the Term as a result of (i) the Partnership's termination of this Agreement for cause as provided for in Section 15.2, (ii) the Partnership's termination of this Agreement in accordance with Section 13.1, (iii) the termination of this Agreement by operation of Section 20.2, or (iv) the Partnership's termination of this Agreement in accordance with Section 20.3, shall not constitute a breach or default by Partnership under this Agreement.

15.4 No Termination During Spring Training. Notwithstanding any provision of this Agreement to the contrary, neither TSA nor County may, as a result of a breach or default by Partnership, terminate this Agreement before the 10<sup>th</sup> day after the last day of Spring Training occurring in the calendar year during which the right to terminate is invoked by TSA or the County.

**ARTICLE XVI**  
**NON-RECOURSE (NO LIABILITY FOR PARTNERS)**

No partner of the Partnership, including but not limited to any general partner and the managing general partner, shall have any personal liability with respect to the Partnership's obligations hereunder by reason of his, her, or its status as partner. This Article XVI shall not apply, however, and shall be rendered null and void in the event either (i) fifty percent (50%) or more of the Yankees is sold or otherwise transferred by the Partnership to an unrelated third party not approved by TSA and the County, as provided in section 24.17 below, or (ii) upon such sale or transfer of the Yankees to a party not approved by TSA and the County, the Partnership does not provide TSA and the County a cash bond or similar cash security acceptable to TSA and the County Administrator in the amount necessary to make the Bond Repayment, to secure the Partnership's obligations set forth in Article 15.3 above.

**ARTICLE XVII**  
**RIGHT OF FIRST REFUSAL**

As a material inducement for the Partnership entering into this Agreement, and to the extent permitted by Section 125.35 Florida Statutes, or other applicable law, as amended from time to time, TSA and County hereby grant to Partnership a right of first refusal to purchase the Premises (including the Improvements,

fixtures, and Land) from County, to the extent allowable by law. The term of the right of first refusal shall be equivalent to the Term, plus six (6) months thereafter. Before accepting any written offers to purchase the Premises or any portion thereof, County shall deliver to Partnership a written copy or recitation of said offer. Before listing or notifying any realtor, broker, salesman, or any other third party of County's intent to sell the Premises or any portion thereof, or before notifying any such party of the terms of such intended sale, County shall deliver written notice of such intent to sell, together with the terms of the sale to Partnership. Upon receipt of either the offer to purchase or the notice of intent to sell, Partnership shall have sixty (60) days from the date of receipt thereof to either duplicate in writing the offer to purchase or to accept in writing the terms of the sale expressed in the written intent to sell. Nothing provided for herein shall preclude the County and the Partnership from modifying by mutual agreement either the offer to purchase or notice of intent to sell, as the case may be.

In the event Partnership accepts such offer to purchase or such terms of sale, the Premises or portion thereof shall be sold or conveyed to Partnership upon such terms. If Partnership does not timely accept such offer to purchase or terms of sale, County shall be free to consummate thereafter the offer or sale on the terms disclosed to Partnership without re-offering the same to Partnership, so long as County enters into a binding contract within ninety (90) days after the notice to Partnership and consummates the transaction within one hundred eighty (180) days following such ninety (90) day period. If a binding contract is not entered into and the transaction is not consummated within the respective ninety (90) day and one hundred eighty (180) day time periods, County may not sell the Premises or any portion thereof without first offering it to Partnership in accordance with the terms of this section.

To the extent that any portion of the Premises is lawfully sold to a third party in accordance with this Article, then Partnership's right of first refusal with respect to that portion of the Premise shall terminate, but shall continue in full force and effect with respect to any remaining unsold portion of the Premises, and this Agreement shall continue in full force and effect regardless. A notice of the Partnership's right of first refusal shall be incorporated into the Memorandum of Agreement to be recorded pursuant to Section 24.16 below.

**ARTICLE XVIII**  
**BOOKS, RECORDS, AND AUDITS**

The Partnership and TSA shall keep and maintain accurate records and complete books of account detailing all contracts, warranties, reports, studies, correspondence and expenditures for all maintenance, repair, capital improvements and capital repairs conducted in connection with the Premises. Such books and records shall be preserved for a period of no less than seven (7) years. The covenants contained in this Article shall survive the conclusion of the Term. Such books and records shall be available and produced for inspection and audits upon the reasonable request of any Party to this Agreement, and reviewed by the requesting Party and any of its agents or employees designated and authorized to conduct such audits or inspections.

**ARTICLE XIX**  
**SIGNAGE, GRAPHICS, AND COLOR SCHEMES**

It is agreed by the parties that during the Term of this Agreement all signage, graphics, color schemes, etc., within or on the Stadium shall be consistent with the team colors of the Yankees and the Affiliates (collectively, the "Teams"). These logos and similar identifying insignia of the Teams and, at Partnership's election,

the logo or insignia of other teams using the Stadium, may be prominently displayed on, in, and/or about the Stadium. Working personnel (regardless of by whom employed) in or about the Stadium, including ticket takers, ushers, food and beverage vendors, parking attendants, and other personnel who are visible to the public and employed in the operation of the Stadium shall generally wear uniforms, the cost of which shall be borne by Partnership solely and such uniforms shall be approved by Partnership.

Partnership shall have the right to erect any and all manner of signs, placards, billboards, insignias, marquees, advertisements, signboards, banners, or other sort of signage within the Stadium structure. Additionally, TSA shall permit and allow Partnership to construct, operate, and maintain on the Premises informational signs and marquees for the announcement of games, events, and other activities at the Stadium, and which may also include commercial advertising; provided, however, that TSA shall have the right to discuss with Partnership the removal of any signage, but the final decision to remove such signage shall be at the Partnership's sole election.

## **ARTICLE XX CONDEMNATION**

20.1 Proportionate Interests of the Parties. TSA, County, and Partnership agree and acknowledge that the interests of the respective Parties, and their rights hereunder, constitute a valuable property interest which would be affected adversely by any condemnation or other exercise of the power of eminent domain by any governmental authority, or person, firm or corporation acting under governmental authority, or by agreement in lieu thereof, and that nothing in this Agreement shall be construed as a waiver by any Party of any claim that such Party may have for damage against any condemnor exercising such power of eminent



domain. In the event of any taking of a part or all of the Premises by condemnation or other exercise of the power of eminent domain, whether such taking is absolute or for a limited period, the condemnation award, or the amount agreed upon in lieu of an award of condemnation, shall be equitably apportioned between TSA, County and Partnership, subject to Articles 20.3 and 20.5 below, so that TSA, County and the Partnership receive the value of their interest in the Premises and in any improvements thereof; provided however, that any condemnation proceeds received for or resulting from the exercise of eminent domain powers over the Premises shall be equitably apportioned after the Bond Repayment is first paid from such proceeds.

20.2 Termination Upon Complete Taking. If all of the Premises are so taken, this Agreement shall terminate as of the date of taking.

20.3 Termination Upon Partial Taking. If a substantial portion of the Premises is so taken so that the continued use and operation of the Stadium by Partnership is thereafter no longer economically prudent as determined by Partnership, then Partnership, upon written notice to TSA and County and delivered within sixty (60) days after such taking, may terminate this Agreement. Any partial condemnation proceeds shall be equitably apportioned between the Parties, provided, however, if the Partnership elects to terminate this Agreement, the Partnership shall use that portion of its share of the condemnation proceeds to either demolish the Stadium and restore it to its prior condition or pay to TSA, upon its written request, the sums that the Partnership would otherwise be obligated to pay for such purposes in accordance with this Article 20.3, which option TSA shall exercise in writing in its sole discretion.

20.4 Continuation Upon Partial Taking. If a lesser portion of the Premises is so taken, such that continued use and operation of the Stadium by Partnership is economically prudent, as determined by Partnership, then, unless all Parties otherwise agree, this Agreement shall continue in full force and effect, except that the fees provided in Article IV hereof shall be reduced in the equitable proportion which the area taken shall bear to the entire Premises only to the extent not compensated through Business Interruption Insurance or other coverage required under Article XIV hereof. In such event, the Partnership shall continue to perform and observe all of its obligations hereunder as though such taking had not occurred, except to the extent that it may be prevented from so doing by reason of such taking. Any condemnation proceeds shall be equitably apportioned between the Parties as provided in Article 20.1 above after the Bond Repayment is first paid from such proceeds.

20.5 Adequate Compensation. TSA and the Partnership agree that the equitable apportionment of any condemnation proceeds described in Article 20.1, 20.3 and 20.4 of this Agreement fairly, equitably, and adequately compensate the Partnership for the value of its interest in the Premises, or any portion thereof condemned or taken, including but not limited to the value of the Partnership's rights, as provided in this Agreement, to the use of the Improvements located on the Premises being condemned.

20.6 Formal Contest. It is understood that the foregoing provisions of this Article shall not, in any way, restrict the right of TSA, County, or Partnership to appeal the award made by any court or other public agency in any condemnation proceedings.

**ARTICLE XXI**  
**CONSENT OR APPROVAL NOT TO BE UNREASONABLY WITHHELD**

Except as otherwise provided in Article 2.4 above, whenever consent, agreement or approval is required in this Agreement of any Party, the same shall not be unreasonably withheld or delayed, and no unreasonable condition shall be imposed upon the granting of such consent, agreement or approval.

**ARTICLE XXII**  
**RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the Parties created by this Agreement shall at all times be considered that of licensor and licensee. TSA and the County are neither joint venturers with nor partners, associates or agents of Partnership with respect to any matter provided for in this Agreement, nor is Partnership a joint venturer with or partner, associate or agent of TSA or the County. Nothing herein contained shall be construed to create any such relationship between the Parties.

**ARTICLE XXIII**  
**ENVIRONMENTAL PROVISIONS**

23.1 Definitions. For purposes of this Article, the following capitalized terms shall have meanings as follows:

(a) "Hazardous Substances" shall mean any hazardous or toxic substances, materials, wastes, pollutants, or contaminants as defined, listed or regulated, now or in the future, by any federal, state, or local law, rule, regulation, or order or by common law decisions, including, without limitation, trichloroethylene, tetrachloroethylene, perchloroethylene, and other chlorinated solvents; petroleum products or by-products, asbestos, and polychlorinated biphenyl.

(b) "Applicable Laws" shall include, but shall not be limited to, Comprehensive Environmental Response Compensation and Liability Act; the Resource Conservation and Recovery Act; the Federal Water Pollution Control Act, 33 U.S.C. (1251 et seq); and the Clean Air Act, 42 U.S.C. (7401 et seq); all as may be amended from time to time, together with the rules and regulations promulgated thereunder, and together with any other federal, state, or local laws, rules or regulations, whether currently in existence or hereafter enacted or promulgated, that govern or relate to: (i) the protection of the environment from spilled, deposited, or otherwise emplaced contamination or the existence, cleanup, or remedy of such contamination; (ii) Hazardous Substances or the storage, use, generation, discharge, treatment, removal, recovery, transportation, or disposal of Hazardous Substances.

23.2 TSA's Obligations. TSA represents and warrants that to the best of its knowledge there are no Hazardous Substances on, in, or under the Premises and TSA has never received any notice, letter or communication (written or otherwise) indicating that the Premises contains, or is likely to contain Hazardous Substances or that any Applicable Laws have ever been violated. TSA shall be fully responsible for any violation or alleged violation of Applicable Laws or regulations occurring prior to the date the Partnership initially accepted possession of the Improvements and agrees to indemnify and hold harmless the Partnership, including the Partnership's partners, directors, officers, employees, agents, successors, and assigns, from any loss or damage arising out of any violation or alleged violation of Applicable Laws or regulations existing as of the date the Partnership initially accepted possession of the Improvements.

23.3 Partnership's Obligations. Partnership shall not cause or permit the presence, use, generation, release, discharge, storage, transportation, or disposal of any Hazardous Substances, on, under, in, about, to or from the Premises except for those Hazardous Substances, if any, necessary to carry on Partnership's intended use as herein permitted, if used and disposed of strictly in accordance with Applicable Laws, guidelines issued by any national or regional board of insurance underwriters, and prudent standards of practice. The Partnership shall be fully responsible for any violation or alleged violation of Applicable Laws or regulations and agrees to indemnify and hold harmless TSA, the County and their officers, directors, agents and employees from any loss or damage arising out of any violation or alleged violation of Applicable Laws or regulations caused by the Partnership from the date the Partnership initially accepted possession of the Improvements through the Termination Date.

**ARTICLE XXIV**  
**MISCELLANEOUS**

24.1 Title to Premises; Sale of Premises. TSA and County agree that there are not and will not be any mortgages, liens, easements, or leases affecting title to the Premises that would adversely affect the Partnership's continued use of the Premises and/or the Partnership's rights under this Agreement. In the event of a sale or conveyance of the Premises, this Agreement shall not be affected by any such sale, and the purchaser shall take title subject to this Agreement.

24.2 Authority; Binding Effect. Each Party represents and warrants to the other Parties that (i) such Party has full right and authority to execute this Agreement and to consummate the transactions herein described and (ii) upon the execution hereof, this Agreement shall constitute the legally binding agreement

and obligation of such Party, enforceable in accordance with its terms, to the extent allowed by law.

24.3 Force Majeure. Upon the occurrence of any event, matter or condition beyond the reasonable control of TSA, Partnership and/or the County, including, but not limited to, war, public emergency, calamity, fire, flood, earthquake, hurricane, strike, Act of God, actions of other governmental units or operation of any applicable law, governmental rule or regulation, or court decision, then any obligation of a Party which cannot be completed as a result, will be extended to the extent commensurate with such interfering occurrence, and no damages shall apply as a result of such delay.

24.4 Partnership Rights. Notwithstanding anything to the contrary set forth herein, the Partnership shall have an absolute and continuing right to make non-structural, aesthetic, and/or cosmetic improvements, alterations, and additions to the Premises at anytime and at its own expense. With regard to structural improvements (i.e., permitted projects), such projects shall be provided by Partnership in writing to the TSA, which shall be subject to prior written approval by TSA. Partnership shall provide to TSA all requested plans and specifications for such structural improvements upon request and shall grant to TSA the right to inspect said construction at all reasonable times.

24.5 Third Party Beneficiary. Nothing contained in this Agreement shall give rise to, nor shall be deemed to or construed so as to, confer any rights on any other person or entity as a third party beneficiary as against the Partnership, TSA or the County, or create any privity or other relationship between any other person or entity and the Partnership, TSA or County.

**24.6 Further Assurances.** Each Party shall, without charge, at any time and from time to time hereafter, within ten (10) days after written request of any other Party, certify by written instrument duly executed and acknowledged to any person or entity specified in such request:

(a) As to whether this Agreement has been supplemented or amended, and, if so, the substance and manner of such supplement or amendment;

(b) As to the validity and force and effect of this Agreement and the existence of any default hereunder;

(c) As to the existence of any off-sets, counterclaims or defenses thereto on the part of such other party; and

(d) As to the commencement and expiration dates of the Term of this Agreement, and as to any other matters as may reasonably be so requested.

Any such certificate may be relied upon by the party who requested it and any other person, firm, or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the Party executing same.

**24.7 Disputes/Attorneys' Fees.** In the event of a dispute arising under this Agreement, for which a lawsuit or other proceeding is filed, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing Party is entitled shall

include any costs that are taxable under any applicable statute, rule, or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

24.8 Real Estate Broker. Each Party represents and warrants that neither they nor any of their representatives, employees, or agents have dealt with or consulted any real estate broker in connection with this Agreement. Without limiting the effect of the foregoing, each Party agrees to indemnify and hold the others harmless against any claim or demand made by a real estate broker or agents claiming to have dealt or consulted with them or any of their representatives, employees, or agents contrary to the foregoing representations and warranty.

24.9 Nonwaiver. The waiver by any Party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement. The subsequent acceptance of fees by the TSA and/or County shall not be deemed to be a waiver of any preceding breach by the Partnership of any term, covenant, or condition of this Agreement.

24.10 Notices. All notices provided for in this Agreement shall be hand delivered or sent by registered or certified mail to the Parties, return receipt requested, at the addresses set forth below or at such other addresses as the Parties shall designate to each other in writing:



**TSA:** The Tampa Sports Authority  
4201 North Dale Mabry Highway  
Tampa, Florida 33607  
Attention: President and CEO

**Partnership:** New York Yankees  
George M. Steinbrenner Field  
1 Steinbrenner Drive  
Tampa, Florida 33614  
Attention: Anthony Bruno  
Senior Vice President

**With a copy to:** New York Yankees  
George M. Steinbrenner Field  
1 Steinbrenner Drive  
Tampa, Florida 33614  
Attention: Manuel Garcia, Esq.  
Florida Counsel

**And a copy to:** Mark T. Tate, Esq.  
212 S. Magnolia Avenue  
Tampa, Florida 33606

**County:** County Administrator  
P. O. Box 1110  
Tampa, Florida 33602

**With a copy to:** County Attorney  
P. O. Box 1110  
Tampa, Florida 33602

**And a copy to:** Clerk of the Circuit Court  
P. O. Box 1110  
Tampa, Florida 33602

Any notice or demand so given, delivered or made by United States Mail shall be deemed so given, delivered or made on the second business day after the same is deposited in the United States Mail, registered or certified mail, addressed

as above provided, with postage thereon fully prepaid. Any such notice, demand, or document not given, delivered or made by registered or certified mail as aforesaid shall be deemed to be given, delivered or made upon receipt of the same by the party to whom the same is to be given, delivered or made.

The Parties may from time to time notify the other of changes with respect to whom and where notices should be sent by sending notification of such changes pursuant to this Article.

24.11 Captions. Captions of each article are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Agreement.

24.12 Time. Time is of the essence of this Agreement and each and all of the provisions. Except as otherwise provided herein, days shall be defined as calendar days. Any obligation for performance by any party shall be delayed if the date for said performance falls on a weekend and/or holiday, in which event the party shall perform on the following day.

24.13 Cumulative Remedies. All of the rights, powers and privileges conferred by this Agreement upon the Parties shall be cumulative and in addition to those otherwise provided by law and shall not be deemed to preclude those rights and remedies provided by law.

24.14 Entire Agreement and Modification. Except as provided in this Article, this Agreement contains the entire agreement of the Parties pertaining to the Premises, supersedes all prior agreements pertaining thereto, and no representations, inducements, promises or agreements, oral or otherwise between the Parties not embodied in this instrument shall be of any force or effect. No

amendment, modification or variation of this Agreement or any of its terms or provisions shall be effectual, binding or valid unless and until the same is reduced to writing and executed by all Parties, and consented to by the Tampa City Council and the Mayor of the City of Tampa, and unless and until the term of the Joint Use and Maintenance Agreement is amended to expire on December 31, 2046.

24.15 Most Favorable Treatment. The Parties recognize that each future contract between TSA and/or the County and a person, entity or group for the use of TSA's and/or the County's property and/or facilities will be unique and designed to accomplish a distinct and discrete goal, and that a typical most favored treatment provision in this Agreement would be impractical and difficult to interpret or enforce.

However, the Parties are in accord with the notion that neither TSA nor the County shall knowingly provide in a future agreement or arrangement with another professional baseball franchise a material term or condition relating to a spring training facility that benefits such other baseball franchise when that same term or condition has been denied the Partnership. TSA and the County will use their best efforts in all future negotiations to avoid such terms.

Furthermore, the Parties are in accord with the notion that, if any other person, entity or group making use of property or facilities as a sport-oriented coliseum, arena, stadium or the like, shall in the future be accorded immunity, exemption or contractual release from ad valorem taxation by virtue of action taken by or agreement of the County or TSA, directly or indirectly, the parties will amend this Agreement to the extent permissible and in a manner which will not frustrate the intention of the Parties hereunder, to achieve comparable benefits or like exemption of the Partnership or the Premises from such taxation.

Furthermore, in the event County or TSA, in the future, specifically provides for the payment by County or TSA of ad valorem taxes in a contract with any other person, entity, or group which will make use of property or facilities as a sports-oriented coliseum, arena, stadium or the like, which is more favorable with respect to the percentage of reimbursement for the payment of taxes and/or credits, than the terms and conditions of this Agreement, this Agreement will be amended by the Parties to include a similar provision for the benefit of Partnership.

24.16 Recording. Within 30 days following the Effective Date the Parties shall record a Memorandum of Agreement, in a form acceptable to all Parties, in the Public Records of Hillsborough County, Florida.

24.17 Successors and Assigns. This Agreement is not assignable by any Party without the express written consent of the other Parties. Any transferee of the Partnership's rights hereunder shall specifically assume the Partnership's obligations under this Agreement as a condition to such assignment and the consent of TSA and the County. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators, and assigns of the Parties hereto.

24.18 Right of Peaceable Possession. Subject to rights given TSA and the County herein, Partnership, upon the performance by Partnership of all the conditions herein set forth on the part of Partnership to be kept and performed, may quietly have, hold, occupy, and use the Premises without interruption by TSA, County, or by any other person or entity claiming by, through or under TSA or County, and TSA agrees to indemnify, defend, and hold the Partnership harmless from and against any and all claims of such other persons or entities.

**24.19 Effective Date.** The Parties acknowledge that this Agreement shall be effective on the date upon which all of the following conditions have been satisfied: (a) this Agreement has been consented to by the Tampa City Council and the Mayor of the City of Tampa; (b) this Agreement has been approved and executed by each of the Parties; (c) the Amended and Restated Himes Facility License Agreement has been approved by the Hillsborough County Aviation Authority, and approved and executed by each of the Parties; (d) the term of the Joint Use and Maintenance Agreement has been amended by the parties thereto to coincide with the Term; (e) the Certification as described in Section 14.A of the Facility Renovation Agreement has occurred, unless the Partnership exercises the right provided in said Section 14.A, and (f) the Facility Renovation Agreement has been approved and executed by each of the Parties. The foregoing notwithstanding, in the event that all of the foregoing conditions have not been satisfied by September 1, 2016, or such later date as provided in Section 14.A of the Facility Renovation Agreement, then this Agreement shall not become effective and shall be null and void.

**24.20 Counterparts.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

**24.21 TSA as Operator/Lessor.** The County, as owner of the Premises, does hereby appoint TSA as Operator and Manager of the Premises and all Improvements thereon. As such, TSA is hereby authorized and delegated all authority, on behalf of the County, to license, manage and control the Premises, take all action to protect and preserve the Premises, enforce this Agreement and exercise all powers with respect to the Premises as granted or authorized by Chapter 96-520, Florida Statutes, as amended from time to time.

24.22 Luxury Suite Agreement Reaffirmed. The Parties do hereby confirm and ratify that certain Luxury Suite Agreement by and between Partnership and TSA dated February 1, 1996 and further agree that the Term thereof shall be co-extensive with this Agreement.

24.23 Governing Law and Dispute Resolution. This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a state court of appropriate jurisdiction in Hillsborough County, Florida, it being agreed hereby that both venue and jurisdiction are appropriate in said state courts.

24.24 Compliance with Section 288.11631, Florida Statutes. Partnership and TSA or the County, as appropriate, shall each, in connection with an application for certification and funding pursuant to Section 288.11631, Florida Statutes, take all actions and do all things reasonably necessary to comply with said statute, including but not limited to:

(a) meeting the requirements for certification under Section 288.11631(2), including, if necessary, the amendment of this Agreement and/or the Facility Renovation Agreement;

(b) enter into an agreement with the State of Florida Department of Economic Opportunity fully complying with all requirements of Section 288.11631(2)(c);

(c) submit all reports and do all things required by Section 288.11631 subsequent to certification.

24.25 Compliance with Hillsborough County Human Rights Ordinance; Equal Opportunity Clause. Partnership shall comply with: (i) Hillsborough

County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices; and (ii) the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented, which laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

24.26 Rules and Regulations. Notwithstanding any other provision of this Agreement and except as provided for in this Section 24.26, this Agreement and any rights or exclusivities granted by the Partnership hereunder shall in all respects be subordinate to the MLB Rules and Regulations. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity or to any individual or entity related thereto. In the event that any act or omission of the Partnership to comply with the MLB Rules and Regulations affects the rights of TSA or the County under this Agreement or deprives the TSA or County of any benefit of this Agreement, the Parties will amend the terms of this Agreement to neutralize any effect of the MLB Rule or Regulation on the TSA or County. The Partnership agrees in any event that if compliance by it with MLB Rules and Regulations results in a failure of the Partnership to fulfill any obligation under this Agreement, such failure shall be considered a breach or default by the Partnership of this Agreement and TSA or County may exercise all remedies as provided for in Article 15.3 of this Agreement.

24.27 Conformity with Rules. The Partnership represents and warrants that, to the best of its knowledge, the execution, delivery and performance by the Partnership of this Agreement does not violate any provision of the MLB Rules and Regulations including, but not limited to, specifically, the Major League Rules, the Professional Baseball Agreement and the Official Baseball Rules.

24.28 Approval of Major League Baseball. This Agreement shall not be effective until such time as all applicable MLB Approvals have been obtained, which approvals may be withheld in the sole and absolute discretion of MLB. Notwithstanding anything in the foregoing to the contrary, the Partnership represents and warrants that the only MLB Approval required for this Agreement to be effective is the receipt of a no-objection letter from the BOC.

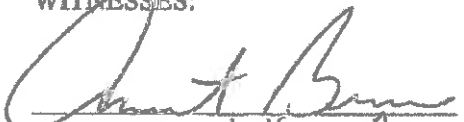
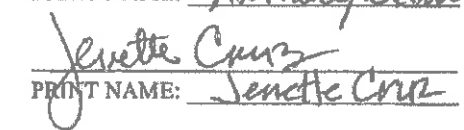
24.29 Territory. The territory within which TSA or the County are granted rights is limited to, and nothing herein shall be construed as conferring on TSA or the County (or any other party) rights in areas outside of, the Spring Training territory of the Yankees, as established and amended from time to time pursuant to the MLB Rules and Regulations.

*(signatures to appear on the next page)*



IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the day and year first above written.

WITNESSES:

  
PRINT NAME: Anthony Beave  
  
PRINT NAME: Jenette Cruz


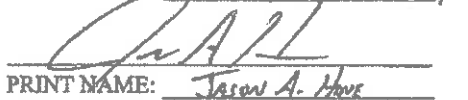
**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: Martinique Holdings, Inc.

By:   
Harold Z. Steinbrenner, President


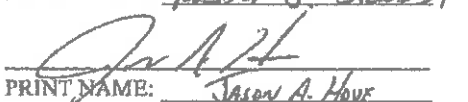
Title: Managing General Partner

WITNESSES:

  
PRINT NAME: ROBERT J. SILVEST  
  
PRINT NAME: Jason A. Howe

**THE TAMPA SPORTS AUTHORITY**

By:   
Andrew Scaglione, Chairman

  
PRINT NAME: ROBERT J. SILVEST  
  
PRINT NAME: Jason A. Howe

By:   
Eric Hart, President/CEO

*Approved as to form and legal sufficiency on  
behalf of the Tampa Sports Authority*

  
Steven A. Anderson, General Counsel

ATTEST:  
Clerk of Circuit Court



By: Miranda K. Ditt  
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA

By: [Signature]  
Lesley "Les" Miller, Jr., Chair  
Hillsborough County  
Board of County Commissioners

*Approved as to form and legal sufficiency on  
behalf of Hillsborough County*

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-0441

[Signature]  
Samuel S. Hamilton,  
Senior Assistant County Attorney

**EXHIBIT A**  
**George M. Steinbrenner Field License Agreement**

**LEGAL DESCRIPTION**

**JULY 22, 1997**  
**PROJECT 93-108-L**  
**N.Y. YANKES BASEBALL SPRING TRAINING COMPLEX**

A parcel of land lying in Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at a found  $\frac{3}{4}$ " capped iron rod LB #33 marking the North quarter corner of Section 9, Township 29 South, Range 18 East; thence run South 89°12'12" East along the North line of the Northwest  $\frac{1}{4}$  of the Northeast  $\frac{1}{4}$  for 1,235.14 feet; thence South 00°24'50" West, for 31.80 feet to the Point of Beginning; thence continue South 00°24'50" West, along the existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' R/W) for 1,365.62 feet; thence North 89°45'45" West for 420.95 feet; thence North 00°33'30" East, for 275.00 feet; thence North 89°46'52" West, for 775.00 feet; thence North 00°13'08" East for 268.78 feet; thence North 15°13'08" East, for 150.02 feet; thence South 74°46'52" East, for 130.62 feet; thence South 89°46'52" East, for 72.22 feet; thence North 00°25'20" East for 52.88 feet; thence North 44°24'21" West for 216.25 feet; thence North 16°58'34" East, for 303.66 feet; thence North 00°25'20" East for 251.01 feet to the South right of way line of Dr. Martin Luther King, Jr. Blvd.; thence continue along said South right of way line of Dr. Martin Luther King, Jr., Blvd. for the following four courses: 1) South 89°43'47" East, 292.81 feet; 2) South 88°33'21" East, 537.32 feet; 3) South 89°13'05" East, 113.88 feet; 4) South 72°35'56" East, 84.93 feet to the Point of Beginning.

Parcel contains 30.81 acres, more or less.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

A parcel of land lying in Section 9, Township 29 South, Range 18 East, Hillsborough County, Florida and being more particularly described as follows:

Commence at a found  $\frac{3}{4}$ " Capped Iron Rod LB #33 marking the North Quarter corner of Section 9, Township 29 South, Range 18 East; thence run South 89°12'12" East, along the North line of the Northwest Quarter of the Northeast Quarter, for 1,235.14 feet; thence South 00°24'50" West, for 31.80 feet to a point at the intersection of the existing South right of way line of Dr. Martin Luther King, Jr. Boulevard and the existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' right of way); thence continue South 00°24'50" West, along said existing West right of way line of Dale Mabry Highway (State Road No. 600 - 200' right of way), for 1,365.62 feet; thence North 89°45'45" West, for 420.95 feet; thence North 00°33'30" East, for 130.97 feet; thence North 89°36'21" West, for 74.41 feet; thence North 00°18'39" East, for 143.82 feet to the POINT OF BEGINNING; thence North 89°46'52" West, for 699.97 feet; thence North 00°13'08" East, for 268.78 feet; thence North 15°13'08" East, for 150.02 feet; thence South 74°46'52" East, for 130.62 feet; thence South 89°46'52" East, for 72.22 feet; thence North 00°25'20" East, for 52.88 feet; thence North 44°24'21" West, for 108.20 feet; thence North 45°35'39" East, for 81.81 feet; thence South 44°24'21" East, for 646.52 feet; thence South 13°31'22" East, for 110.25 feet to the POINT OF BEGINNING. Containing 5.53 Acres, more or less.

Total Acreage of Hillsborough County Property 25.28 acres, more or less.

## EXHIBIT B

George M. Steinbrenner Field License Agreement  
JOINT USE AND MAINTENANCE AGREEMENT

This Agreement is entered into as of October 12, 1995 by and among HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"), TAMPA SPORTS AUTHORITY, a public agency of the State of Florida ("TSA"), HILLSBOROUGH COMMUNITY COLLEGE, a public community college created under the laws of Florida ("HCC"), and NEW YORK YANKEES PARTNERSHIP, an Ohio limited partnership ("Partnership").

## I. RECITALS

A. County, TSA and Partnership are parties to a License Agreement dated January 19, 1994 ("License Agreement") which, as subsequently modified, is incorporated herein by reference. A copy of the first page of the License Agreement is attached hereto as Exhibit A.

B. County and TSA are parties to a Sublease Option Agreement ("Sublease Option Agreement") with the Board of Trustees of the Internal Improvement Fund of the State of Florida, the Florida Department of Corrections and the Florida Department of Health and Rehabilitative Services (collectively the "State") dated April 27, 1994.

C. County and TSA, as Seller, and HCC, as Buyer are parties to an Agreement for the Purchase and Sale of Real Property ("Purchase Agreement") relative to the Parking Area, as defined below, dated October 12, 1995, a copy of which is attached hereto as Exhibit B and incorporated herein.

D. The real property that is the subject matter of the License Agreement and the Sublease Option Agreement, defined in the former as the HRS Site and in the latter as the Stadium Site, and referred to hereinafter as the Complex, is located on the southwest corner of North Dale Mabry Highway and Dr. Martin Luther King Blvd. in Tampa, Florida. The Complex contains the New York Yankees Baseball Complex, built pursuant to the License Agreement. The Complex contains, among other components, (i) a Community Use Field and (ii) a Parking Area of approximately 5.5 acres. Attached hereto as Exhibit C is a site plan on which the Community Use Field is shaded. Attached hereto as Exhibit D is the site plan on which the Parking Area is shaded. Attached hereto as Exhibit E is the survey and legal description of the Parking Area.

E. HCC's campus lies to the south/southwest of the Complex. The campus is joined to the Parking Area by two roads constructed or to be constructed by HCC, at its own cost, at the southeast and southwest corners of the Complex, depicted as HCC Roads A and B, respectively, on Exhibits C and D attached hereto.

F. The License Agreement contemplates the parties' execution of a Scheduling and Parking Agreement. This Joint Use and Maintenance Agreement shall serve as the Scheduling and Parking Agreement so contemplated.

EXHIBIT B

George M. Steinbrenner Field License Agreement

G. County, TSA and HCC believe that it is in the best interests of and serves the public health, safety and welfare to enter into this Agreement with the Partnership, and the parties wish to enter into this Agreement for their joint and mutual use and maintenance of the Community Use Field and Parking Area during the Term of the License Agreement, as set forth therein.

II. CONSIDERATION

In consideration of the mutual grants, covenants and promises contained herein, and for other good and valuable consideration, including but not limited to HCC's payment of \$400,000.00 to TSA under the Purchase Agreement for a portion of the improvements to the Parking Area, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree as follows.

III. ACCURACY OF RECITALS

The recitals set forth in Section I above are true and correct and are hereinafter incorporated throughout this Agreement by reference.

IV. TERM

The Term of this Agreement shall be concurrent with the Term of the License Agreement, except that there shall be no Interim Term. The Initial Term of this Agreement shall be for a period of thirty (30) years commencing the later of (i) January 1, 1996 or (ii) January 1 of the Partnership's first season of Major League Spring Training at the Complex. The Initial Term shall terminate on December 31 of the thirtieth (30th) year thereafter. In addition, if the Partnership renews the License Agreement in accordance therewith, the Term may be renewed, on the same terms and conditions as set forth herein, unless the parties agree otherwise in writing, for each of two (2) consecutive additional periods of five (5) years (each period referred to as a "Renewal Term") upon written notice by the Partnership to the other parties 180 days prior to the last day of the Initial Term, or the first Renewal Term, as the case may be. Absent such written notice, this Agreement shall terminate on December 31, 2025, unless otherwise terminated earlier by the parties in accordance herewith and/or the License Agreement.

V. RIGHTS AND OBLIGATIONS RELATING TO PARKING AREA, OVERFLOW PARKING AREAS

A. The Partnership has and shall have the exclusive, uninterrupted and paramount right to use, control and operate the Parking Area for games and events held at the Complex as follows:

- 1. For all Major League Spring Training Games,

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

2. For all Florida State League Tampa Yankees Baseball games, except as set forth in Article V(F) below.
3. For all other baseball games, tournaments, charities, camps, assemblies, concerts, shows and other events held at the Complex and sponsored solely by the Partnership, except as set forth in Article V(F) below.

and, except as otherwise provided in this Agreement or the License Agreement, to operate and control the uses by the TSA and HCC as set forth in Articles V (C-H) below. When used by the Partnership and/or the TSA, the Parking Area shall be considered to be part of the Stadium and sports facility.

B. The Partnership shall be entitled to receive all revenues derived from the Parking Area pursuant to and except as limited by Article IX of the License Agreement; provided, however, that the Partnership agrees not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with those games and events described in Articles V(A)(1-3) above and V(E) below.

C. TSA shall have the right to use and operate the Parking Area for all Tampa Bay Buccaneers football games held at Tampa Stadium, or at a subsequently built stadium located on the Tampa Stadium Site across North Dale Mabry Highway from the Complex, provided that such games do not conflict with the Partnership's use of the Parking Area under Article V(A)(1) above. TSA shall have the right to use and operate the Parking Area for all other games, shows, concerts and events held at Tampa Stadium, or the subsequently built stadium located on the Tampa Stadium Site across North Dale Mabry Highway from the Complex, provided that such games do not conflict with the Partnership's use of the Parking Area under Article V(A)(1-3) above or HCC's use of the Parking Area under Article V(F) below.

D. TSA shall be entitled to receive all revenues from the Parking Area for events sponsored solely by TSA at the Complex, as set forth in Article V(C) above, pursuant to and except as limited by Article IX of the License Agreement; provided, however, that TSA agrees not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with TSA's events contemplated by this Article V(D).

E. TSA and the Partnership shall be entitled to share the revenues from the Parking Area for jointly sponsored events in accordance with Article IX of the License Agreement; provided, however, that TSA and the Partnership agree not to charge HCC's patrons, faculty or students to use the Parking Area as set forth in Article V(F) below, except in connection with such jointly sponsored events. HCC shall be entitled to share the revenues from the Parking Area for any events it sponsors jointly with the Partnership, or

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

TSA, or both, on terms and conditions to be negotiated in good faith and agreed to in writing by the respective parties in connection with any such events.

F. HCC shall have the uninterrupted and paramount right to use the Parking Area, except as set forth in Article V(F)(1) below, and except during Partnership's Major League Spring Training games, for which the Partnership shall have exclusive and paramount use of the entire Parking Area, as set forth in Article V(A)(1) above, for its students, faculty and other patrons on Mondays through Thursdays between the first class day of its fall semester and the last class day of its spring semester each year during the Term. HCC shall otherwise have the right to use the Parking Area for its students, faculty and other patrons at all other times not referenced in Article V(A-E) above, including but not limited for its home games and practices, provided that HCC's use does not conflict with the uses of the Partnership or TSA as described in Article V(A-E) except as otherwise provided therein.

1. HCC's right to use the Parking Area as set forth in this Article V(F) shall be subject to the following:
  - a. HCC's students, faculty and other patrons may use the parking spaces designated and reserved for handicap parking only in accordance with applicable laws, ordinances and regulations governing the use and ability to use such spaces; and
  - b. TSA, HCC and the Partnership shall, by January 31st of each year during the Term of this Agreement, meet to designate and allocate in writing certain spaces within the Parking Area that the Partnership shall have the paramount right to use during all of its Florida State League Tampa Yankees' baseball games, as set forth in Article V(A)(2) above, whether or not such games are held on Mondays through Thursdays between the first class day of HCC's fall semester and the last class day of HCC's spring semester. These spaces shall be designated for the Partnership's press, suite holder, box seat holder, season ticket holder and VIP parking needs, it being the understanding and agreement of the parties that the Partnership shall have such needs pursuant to its obligations or commitments to other third parties each year during the Term. If the parties are unable through good faith efforts to agree on the designation and allocation of such parking spaces by January 31st of any year during the Term, then the Executive Director of the TSA, the President of HCC and the General Partner of the Partnership, or their respective designees, shall, prior to February 15th of such year, meet and vote on such

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

designation and allocation. A simple majority vote will determine which parking spaces shall be so designated and allocated, and the majority decision of the parties' representatives shall be conclusive and binding on the parties for that year, unless the TSA, HCC and the Partnership subsequently agree otherwise in writing.

G. HCC shall not be entitled to receive any revenues whatsoever from the Parking Area, nor shall HCC be entitled to charge its students, faculty or other patrons to park in the Parking Area during the times HCC is entitled to use the Parking Area, as set forth in Article V(F) above, except to the extent HCC may customarily charge its students, faculty and/or patrons for parking decals or passes, and further except that HCC may charge patrons of its home baseball games to use the Parking Area, provided that such use and charges do not conflict with either the Partnership's or TSA's respective uses and/or revenue rights as set forth in Articles V(A-E) above.

H. The Partnership shall have the right to use the parking areas at the Tampa Stadium Site as depicted on Exhibit F attached hereto, which areas may change if a new football stadium is built there, for parking of its employees, guests, patrons and other invitees, as the case may be, including but not limited to reserved parking for the Partnership during Major League Spring Training, during the times and events specified in Article V(A) above, to the extent parking of those vehicles cannot be accommodated at in the Parking Area during such games and events (hereinafter "Overflow Parking"). All Overflow Parking areas to be so used by the Partnership shall be reasonably designated by TSA.

I. HCC shall have the right to use the Overflow Parking areas at the Tampa Stadium Site, as depicted on Exhibit F attached hereto, and as reasonably designated by TSA and agreed to by HCC, for parking of its employees, students, faculty and patrons during the times and events specified in Article V(A) above, but only to the extent parking of those vehicles cannot be accommodated in the Parking Area due to Partnership or TSA events having the priority right to use the Parking Area, it being the intent of the parties that HCC shall be entitled to use only the same number of parking spaces in the Overflow Parking Area that it would otherwise be able to use in the Parking Area under Article V(F) above.

J. The Partnership and TSA shall each be entitled to charge and shall receive all revenues from any Overflow Parking for their respective games and events pursuant to Articles V(A) and V(B) above and Article IX of the License Agreement; provided, however, that neither the Partnership nor TSA shall charge HCC, or its student, faculty or patrons for their use of the Overflow Parking areas as set forth in Article V(I) above; and further provided that (1) the Partnership shall be entitled to collect and retain all revenues from Overflow Parking for all Major League Baseball games at the Complex pursuant to



## EXHIBIT B

## George M. Steinbrenner Field License Agreement

Article IX of the License Agreement, whether or not such games are held concurrently or simultaneously with TSA-sponsored events at the Tampa Stadium Site, and (2) the Partnership shall be entitled to collect and retain all revenues from Overflow Parking for all of its other games and events listed in Article V(A)(2-3) above, as long as such games or events are not held concurrently or simultaneously with TSA-sponsored events at the Tampa Stadium Site, in which case TSA shall be entitled to collect and retain all revenues from Overflow Parking for the Partnership's such other concurrent or simultaneous games or events.

K. HCC shall not be entitled to charge or receive any revenues from its use of any Overflow Parking, except to the extent HCC may customarily charge its students, faculty and/or patrons for parking decals or passes.

L. The Partnership, HCC and TSA shall have full and uninterrupted rights, except as limited herein, to use the Pedestrian Bridge connecting the Complex to the Tampa Stadium Site, to accommodate their uses provided for under this Article V and/or the License Agreement, as the case may be.

M. Except as otherwise provided in the License Agreement or this Agreement, the Partnership shall be responsible for maintaining and providing reasonably necessary capital improvements to the Parking Area during the Term of this Agreement.

N. Except as otherwise provided in the License Agreement or this Agreement, if as a result of constant use of Overflow Parking by the Partnership's patrons or HCC's students, faculty or patrons, any Overflow Parking area at the Tampa Stadium site suffers substantial extraordinary wear and tear, the Partnership at its expense shall improve a sufficient and reasonable number of additional surface parking spaces within the Overflow Parking area at the Tampa Stadium Site as required to sustain such use. The extent and scope of such improvements by the Partnership shall be as mutually and reasonably agreed by TSA and the Partnership.

O. Any capital improvements to the Parking Area may be done by HCC, TSA or the Partnership, at their own cost and expense, unless they agree otherwise in writing, provided that the other two parties first approve such capital improvements in writing, which approval will not be unreasonably withheld.

P. Except as otherwise provided in the License Agreement, the Partnership shall be responsible for security and staffing of the Parking Area during the Term of this Agreement, provided that TSA and HCC shall each be responsible for their own security and staffing during the times and events they respectively use the Parking Area pursuant to Articles V(C) and V(F) above. The Partnership shall be responsible for security and staffing of the Overflow Parking areas either it or HCC uses during the Partnership's events as described in Article V(A) above, and the Partnership shall be responsible for associated reasonable costs such as maintenance, utilities and cleanup during such events.

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

as particularly set forth in the License Agreement. TSA shall be responsible for security and staffing of the Overflow Parking areas at all other times and for all other events.

Q. The Parking Area will be available for the parties' respective uses, as set forth in this Article V, at 7:00 a.m. to 11:00 p.m. daily, unless the Partnership extends such hours of operation or the Partnership and TSA agree in writing to other hours of operation for any particular game(s) or event(s). Absent such extension or agreement, and unless the Partnership notifies TSA and HCC otherwise in writing, the Partnership shall close the gates and secure the Parking Area between the hours of 11:00 p.m. and 7:00 a.m. daily.

R. The Partnership and TSA shall have the right to have any unauthorized vehicles towed from the Parking Area either during or after the hours of operation as set forth in Article V(Q) above.

S. The parties agree to use the Parking Area and the Overflow Parking areas in such manner as to keep them clean, clear of rubbish and garbage, and reasonably safe for pedestrians and motor vehicles.

T. The Partnership and TSA shall pay any ad valorem taxes levied on the Parking Area or the Partnership's use of the Parking Area as set forth in Article XI of the License Agreement; provided, however, that HCC will not be liable for payment of any such taxes or reimbursement to the Partnership.

## VI. RIGHTS AND OBLIGATIONS RELATING TO THE COMMUNITY USE FIELD

A. The Partnership shall have the exclusive and paramount right to use, operate and control the Community Use Field for all practices, games and other events for Major League Spring Training, Florida State League Tampa Yankees games, and any other baseball tournaments, games and related events held at the Complex, subject to the scheduling requirements and priorities of Article VII below.

B. HCC shall have the right to use the Community Use Field for its home baseball games and practices, subject to the scheduling requirements and priorities of Article VII below. HCC shall also have the limited right to sell, and to receive all revenues from the sale of, novelties and souvenirs, such as T-shirts, posters, pennants and the like, bearing HCC's name, logo and/or colors, at its home baseball games and practices at the Community Use Field. Such sales, if any, shall be conducted at HCC's sole expense, shall be limited to HCC's home baseball games and practices, and shall not in any way limit or restrict the Partnership's rights to sell novelties and souvenirs, and to receive all revenues therefrom, as set forth in Article VI(C) below and in the License Agreement.

C. The Partnership is and shall be entitled to receive all revenues from concessions, sales of novelty and souvenirs (with the sole exception being the limited right

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

of HCC to sell its own novelties and souvenirs pursuant to Article VI(B) above), and the exercise of all advertising and broadcast rights on the entire Complex, including but not limited to the Community Use Field, notwithstanding the fact that HCC may be utilizing either the Community Use Field or the Parking Area, consistent with the License Agreement. The Partnership's advertising rights shall include but shall not be limited to all outfield signage, the scoreboard and the naming or sponsorship of the Community Use Field. The Partnership agrees that all concessions, food and beverages sold at the Community Use Field during the Term of this Agreement shall be of good quality, free of defects and available at reasonably competitive prices. The Partnership also agrees that it shall use its best efforts to have its concessionaire (Volume Services or its successor) provide HCC with a reasonable opportunity to operate any of the concession stands at the Complex on behalf of such concessionaire, particularly the Community Use Field concession stand, on terms and conditions that are negotiated in good faith and agreed to between HCC and such concessionaire in connection with such operation(s); provided, however, that HCC acknowledges and agrees that the Partnership cannot require Volume Services to do so.

D. The Partnership shall be responsible for maintaining and providing reasonably necessary capital improvements, including but not limited to field maintenance and preparation for all games and events, to the Community Use Field pursuant to Article VI of the License Agreement.

E. The Partnership shall provide staffing for parking, security and concessions at all HCC home baseball games and other events played or held at the Community Use Field; provided, however, that HCC shall be entitled to receive all revenues from tickets or admissions to its home baseball games played at the Community Use Field.

F. Any capital improvements to the Community Use Field may be done by HCC, TSA or the Partnership, at their own cost and expense, unless they agree otherwise in writing, provided that the other two parties first approve such capital improvements in writing, which approval shall not be unreasonably withheld.

G. The parties agree to use the Community Use Field in such manner as to keep it clean, clear of rubbish and garbage, and reasonably safe for players, coaches and fans.

## VII. EVENT AND GAME SCHEDULING

### A. Priority of Scheduling and Uses

The parties agree that they shall use their best efforts to cooperate in good faith to schedule all games and events contemplated and identified in Article V above. In doing so, and in resolving any scheduling conflicts pursuant to Article VII(B) below, the following scheduling and use factors, in descending order of priority, shall govern:

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

## 1. Parking Area

- a. Major League Spring Training baseball games,
- b. Tampa Bay Buccaneer games held at the Tampa Stadium Site,
- c. HCC student, faculty and patron parking on Mondays through Thursdays between the first class day of the fall semester and the last class day of the spring semester,
- d. Florida State League baseball games,
- e. Other baseball events (i.e. individual games, tournaments, camps) whether sponsored by the Partnership or co-sponsored by the Partnership and TSA,
- f. Other non-baseball events sponsored by the Partnership (i.e. concerts),
- g. TSA events at the Complex,
- h. Other non-baseball events co-sponsored by the Partnership and TSA,
- i. HCC home baseball games,
- j. HCC patron/student/faculty parking at times other than as set forth in Article VII(A)(1)(b),
- k. TSA events at the Tampa Stadium Site other than Tampa Bay Buccaneer games.

## 2. Overflow Parking

- a. TSA events held at Tampa Stadium,
- b. Major League baseball games,
- c. HCC student, faculty and patron parking on Mondays through Thursdays between the first class day of the fall semester and the last class day of the spring semester,
- d. Florida State League baseball games,
- e. Other baseball events sponsored by the Partnership,
- f. Baseball events co-sponsored by the Partnership and TSA,
- g. Non-baseball events sponsored by the Partnership and TSA,
- h. Non-baseball events sponsored by TSA (either at the Complex or the Tampa Stadium Site),
- i. HCC patron/student/faculty at times other than as set forth in Article VII(A)(2)(c),
- j. HCC home baseball games.

## 3. Community Use Field

- a. Major League Spring Training baseball games and practices,

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

- b. HCC home baseball games and practices,
- c. Florida State League baseball games and practices,
- d. Other baseball events (whether sponsored by the Partnership or co-sponsored by the Partnership and TSA),
- e. Other non-baseball events sponsored by the Partnership,
- f. TSA sponsored events,
- g. Other non-baseball events co-sponsored by the Partnership and TSA.

## B. Schedule Preparation and Coordination

## 1. Initial Annual Scheduling

TSA, HCC and the Partnership shall exchange written schedules of planned games and events by December 31st of the calendar year preceding the calendar year during which such games and events will be held. In doing so, the parties agree to use their best efforts to avoid games or events being held simultaneously or concurrently at the Complex and the Tampa Stadium Site. The parties shall then have until January 31st of the year in which such events will be held to prepare and acknowledge in writing a mutually agreeable schedule of events for the Complex and the Tampa Stadium Site, including the Parking Area, Overflow Parking areas and the Community Use Field (the "Initial Schedule"), which shall follow and be governed by the scheduling and use priorities set forth in Article VII(A) above, unless the parties unanimously agree otherwise in writing.

## 2. Supplemental Annual Scheduling

TSA, HCC and the Partnership understand that additional games or events may be scheduled at the Complex and/or at the Tampa Stadium Site after the Initial Schedule has been fixed pursuant to Article VII(B)(1) above. Therefore, the parties shall, between May 15th and June 1st of each calendar year, advise each of the other parties in writing of any such additional games and events. The parties shall then have until July 1st of the year in which in such games or events will be held to modify, in writing, the Initial Schedule (the "Modified Schedule"), which shall follow and be governed by the scheduling and use priorities set forth in Article VII(A) above, unless the parties unanimously agree otherwise in writing.

## 3. Continued Cooperation

The parties agree that they will use their best efforts to meet as frequently as reasonably possible during each year of the Term of this Agreement to review and update the Agreed and/or Approved Schedules and to cooperate to resolve, with a minimum of inconvenience to their respective operations, any pending or anticipated scheduling conflicts.

C. The Partnership agrees that it shall, consistent with the parties' obligation to work together in good faith to schedule and coordinate the games and events for which

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

the Parking Area, Overflow Parking areas and Community Use Field shall be used, use its best efforts to make one or more of its baseball fields at its Minor League Complex, located at the southeast corner of Himes Avenue and Columbus Drive, available for practices and/or games as may be reasonably necessary in the event of a scheduling conflict with respect to the Community Use Field.

## VIII. PERSONAL PROPERTY

All non-fixtures (i.e. batting cages, pitching machines, baseball equipment) placed or moved upon the Complex, including but not limited to the Parking Area and the Community Use Field, by the Partnership, HCC or TSA, and owned by any such party prior to such placement or movement, shall continue to be owned and used by such party at their own risk, provided that any such party shall be liable for any damage or injuries caused to or by such non-fixtures as a result of the negligent handling or use of such non-fixtures by such party, or its employees, agents or invitees. No party may use the personal property of any other party without the express written consent of the other party. The party owning any such personal property shall have the exclusive use of such personal property which, upon expiration of this Agreement, shall remain the personal property of the party owning such personal property.

## IX. INSURANCE

A. The Partnership and TSA shall provide, pay for and maintain insurance coverage for the Parking Area, the Overflow Parking areas and the Community Use Field as required by Article XV of the License Agreement.

B. HCC shall be self insured and assume the risk of loss and liability on all risks for its operations at and uses of the Parking Area, the Overflow Parking areas and the Community Use Field. HCC shall, at all times, keep the Partnership, TSA, Hillsborough County and the City of Tampa advised in writing of such self-insurance or other insurance, and shall give the Partnership, TSA, Hillsborough County and the City of Tampa at least thirty (30) days written notice of any change or cancellation of any such self-insurance or other insurance. HCC shall also maintain Workers Compensation and Employers Liability insurance coverages required by applicable Florida law. HCC shall also self-insure its automobile liability insurance under the terms and conditions required by Florida law. HCC shall also maintain real property insurance in the amount of replacement value of the premises or for property damaged or destroyed which is under the control of HCC.

C. The Partnership and TSA shall have HCC endorsed to their respective liability insurance policies, other than their respective Workers Compensation and Employers Liability coverages, as additional insureds for the uses and operations contemplated under this Agreement.

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

D. Under all property insurance policies, the Partnership, TSA and HCC shall have its insurance companies waive their rights of subrogation against the other parties. Should at the time of a loss either the Partnership, TSA or HCC not have accomplished this waiver, the waiver requirements shall be void.

E. Certificates of insurance evidencing the insurance coverages and limits required by this Agreement shall be provided to each party by the other within fifteen (15) days of a written request. Each certificate shall be executed by an authorized representative of the insurance companies and HCC's self-insurance fund or administrator, as the case may be, shown on the Certificate with written proof for each insurance company that he/she is their authorized representative and is authorized to execute the Certificate on their behalf, which Certificates shall be in form reasonably acceptable to the parties. Certified, true and exact copies of the insurance policies required by this Agreement will be accepted in place of Certificates of Insurance if properly endorsed to cover the insurance requirements herein. Each party shall provide the other party with replacement Certificates of Insurance at least thirty (30) days prior to the expiration of existing policies.

F. Each party's insurance companies shall provide at least thirty (30) days written notice by certified or registered mail to the other parties of any cancellation or reduction in any of the coverages required by this Agreement.

G. HCC's status as self-insured during the Term of this Agreement, as set forth in Article X(B) above, is not intended nor shall it be construed to be a waiver, release or limitation of any rights or remedies that TSA or the Partnership may have against HCC for any breach of this Agreement or for any other claim under applicable Florida law.

**X. INDEMNIFICATION**

A. The Partnership agrees to indemnify and hold harmless HCC and TSA, and their respective officers, agents, employees, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of the Partnership or its partners, employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

B. TSA agrees, to the extent permitted by law, to indemnify and hold harmless HCC and the Partnership, and their respective partners, officers, agents, employees, affiliates, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of TSA or its employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

## EXHIBIT B

## George M. Steinbrenner Field License Agreement

C. HCC agrees, to the extent permitted by law, to indemnify and hold harmless TSA and the Partnership, and their respective partners, officers, agents, employees, affiliates, successors and assigns, against any and all damages, claims, losses, liabilities and expenses (including but not limited to reasonable legal fees and costs incurred to enforce this indemnification) caused by, in connection with, arising out of or resulting from any negligent act or willful misconduct of HCC or its employees, officers or agents done in the performance of this Agreement or the material breach or default of any provision thereof.

D. Notwithstanding the foregoing provisions, the indemnity obligations of TSA and the Partnership under this Article X are limited to available insurance coverages with respect to personal injury tort liability claims so long as such insurance coverages are maintained in accordance with this Agreement.

**XI. FORCE MAJEURE**

Upon the occurrence of any event, matter or condition beyond the reasonable control of the Partnership, TSA or HCC, including but not limited to war, public emergency or calamity, fire, flood, earthquake, hurricane, strike, act of God, unforeseen site conditions, actions of any governmental entity, operation of any applicable law, governmental rule or regulation, or any court decision, or in the event of a partial or complete taking of all or any portion of the Complex by eminent domain, the obligations of the parties under this Agreement shall be excused and discharged to the extent any such event, matter or condition prohibits, precludes or limits the ability of any such party to perform its obligations hereunder.

**XII. NON-RECOURSE (NO LIABILITY FOR PARTNERS)**

No partner of the Partnership, including but not limited to any general partner and the managing general partner, shall have any personal liability with respect to the Partnership's obligations hereunder by reason of his or its status as partner.

**XIII. RELATIONSHIP BETWEEN THE PARTIES**

The relationship between the parties created by this Agreement shall at all times be considered that of licensors and licensees. The parties are neither joint venturers, partners or associates of each other with respect to any matters provided for in this Agreement, nor is any party an agent of any other party. Nothing herein contained shall be construed to create any such relationships between the parties.

**XIV. THE LICENSE AGREEMENT**



## EXHIBIT B

## George M. Steinbrenner Field License Agreement

A. The parties agree that the License Agreement shall govern and take precedence in the event of any conflicts or inconsistencies that may exist or arise between this Agreement and the License Agreement.

B. Hillsborough County shall be a signatory, and not a party, to this Agreement, solely for the purpose of granting any necessary approvals stemming from the relationship of the parties in the License Agreement and for extinguishing those rights and obligations under the License Agreement as set forth in Article XIV(G) below. Hillsborough County shall not be deemed a party to this Agreement, except as outlined above, and shall not, by virtue of any obligations it has under the License Agreement, serve as guarantor of HCC's or TSA's obligations under this Agreement, except as may otherwise be provided in the License Agreement.

C. This Agreement shall serve to extinguish any obligations of Hillsborough County and TSA towards the Partnership that may flow from the License Agreement and are related to the Parking Area but only to the extent such obligations are legally unenforceable by virtue of the transfer of ownership or leasehold interest of the Parking Area from TSA and County to HCC under the Purchase Agreement; provided, however, that this provision shall in no way release or discharge Hillsborough County and TSA from their respective obligations under the License Agreement relating to the design, construction, maintenance and insurability of the Improvements under the License Agreement, including but not limited to the Stadium and the Pedestrian Bridge; and further provided that it is the intent of the signatories hereto that this Agreement not supersede the License Agreement in any material respect.

## XV. MISCELLANEOUS

A. Each party represents and warrants to the other parties that (i) such party has full right and authority to execute this Agreement and to consummate the transactions herein described and (ii) upon the execution hereof, this Agreement shall constitute the legally binding Agreement and obligation of such party, enforceable in accordance with its terms.

B. The waiver by any party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.

C. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

D. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision and shall not in any manner affect or render invalid or

EXHIBIT B

George M. Steinbrenner Field License Agreement

unenforceable any other severable provision of this Agreement, and this Agreement shall be carried out as if any such invalid or unenforceable provision were not contained herein.

E. This Agreement is not assignable by the parties without the express written consent of the other parties; provided, however, in the event of such consent, the covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of the parties hereto.

F. Titles and captions used in this Agreement are only for convenience and shall be considered to be of no effect in the construction or interpretation of any provision or provisions of this Agreement.

G. Time is of the essence of this Agreement and of each and all of its provisions. As used herein, days shall be defined as calendar days. Any obligation for performance by any party shall be delayed if the date for said performance falls on a weekend and/or holiday, in which event the party shall perform on the following day.

H. All notices provided in this Agreement shall be hand delivered or sent by registered or certified mail to the parties, return receipt requested, at the addresses set forth below or at such other address as the parties shall designate to each other in writing:

**TSA:**

Tampa Sports Authority  
4201 North Dale Mabry Highway  
Tampa, Florida 33607  
Attention: Executive Director

**PARTNERSHIP:**

New York Yankees  
3102 North Himes Avenue  
Tampa, Florida 33607  
Attention: General Partner

**HILLSBOROUGH  
COUNTY:**

Board of County Commissioners  
P. O. Box 1110  
Tampa, Florida 33601

With a copy to the Hillsborough County Administrator  
P. O. Box 1110  
Tampa, Florida 33601

With a copy to County Attorney  
P. O. Box 1110  
Tampa, Florida 33601

EXHIBIT B

George M. Steinbrenner Field License Agreement

HILLSBOROUGH  
COMMUNITY COLLEGE:

HILLSBOROUGH COMMUNITY COLLEGE  
P. O. Box 31127  
Tampa, Florida 33631-3127  
Attention: President


Any notices so given, delivered or made by the United States Mail shall be deemed so given, delivered or made on the second business day after the same is deposited in the United States Mail, registered or certified mail, addressed as above provided, with postage thereon fully paid. Any such notice, demand or document not given, delivered or made by registered or certified mail shall be deemed to be given, delivered or made upon receipt of the same by the party to whom such notice is to be given, delivered or made.

I. The parties acknowledge and agree that this Agreement is not effective until approved by Hillsborough County Board of County Commissioners, the Tampa City Council, the Tampa Sports Authority and the HCC Board of Trustees, and that no amendment shall be effective unless made in writing, signed by all parties and approved by all four such governmental entities


J. All of the rights, powers and privileges conferred by this Agreement upon the parties shall be cumulative and in addition to those otherwise provided by law and shall not be deemed to preclude such other rights and remedies.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

WITNESSES

  
Print Name: Henry G. Sauerb

  
Print Name: Michael K. Farrell

  
Print Name: Henry G. Sauerb

  
Print Name: Michael K. F

TAMPA SPORTS AUTHORITY

By:   
Steven Anderson, Chairman

By:   
Rick Nafe, Executive Director

EXHIBIT B  
George M. Steinbrenner Field License Agreement

ATTEST: Richard L. Ake  
By: [Signature]  
Deputy Clerk

HILLSBOROUGH COUNTY, FLORIDA  
By: [Signature]  
Jim Nolan, Chairman  
of the Board of County Commissioners

DISTRICT BOARD OF TRUSTEES  
HILLSBOROUGH COMMUNITY COLLEGE  
By: [Signature]  
Gerard A. Bell, Chairman

[Signature]  
Print Name: Debra Sue Bone

[Signature]  
Print Name: Cathy M. Sagerdorf

[Signature]  
Print Name: Debra Sue Bone

By: [Signature] 9/21/95  
Andreas A. Paloumpis, President

[Signature]  
Print Name: Cathy M. Sagerdorf

[Signature]  
Print Name: Pennsylvania

NEW YORK YANKEES PARTNERSHIP  
By: [Signature]  
Joseph A. Molloy, as its  
General Partner

[Signature]  
Print Name: John T. Agliano

hccagr8

APPROVED BY COUNTY ATTORNEY

BY: [Signature]  
APPROVED As To Form and  
Legal Sufficiency.

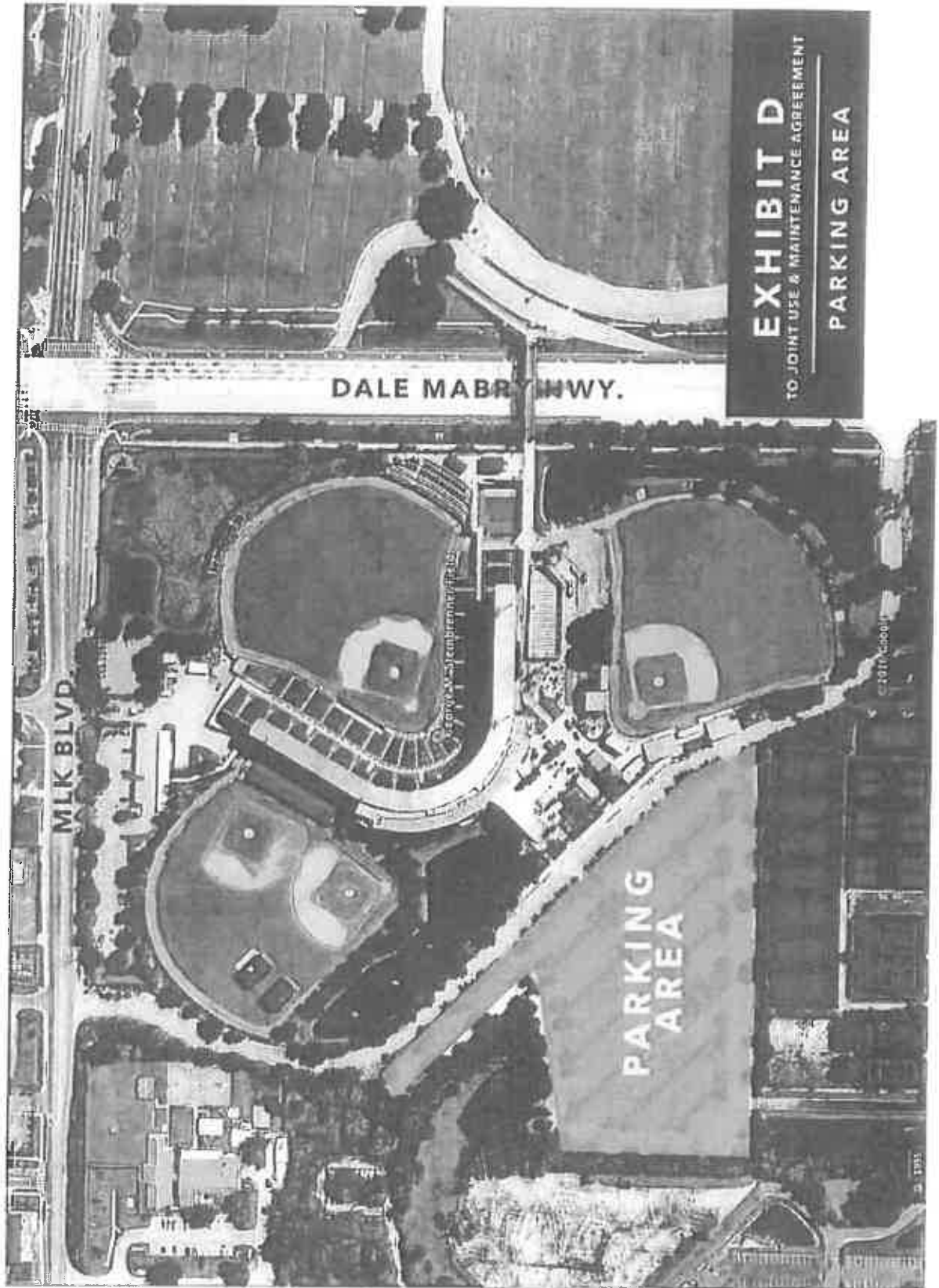
BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT No. 95-1946



# EXHIBIT C

TO JOINT USE & MAINTENANCE AGREEMENT

COMMUNITY USE FIELD



**EXHIBIT D**

TO JOINT USE & MAINTENANCE AGREEMENT

**PARKING AREA**

**DALE MABRY HWY.**

**MLK BLVD**

**PARKING AREA**



**EXHIBIT C**  
**George M. Steinbrenner Field License Agreement**

**License Fee Schedule**

<b>Date</b>	<b>License Fee</b>
5/30/2016	\$ 223,251.85
8/30/2016	\$ 223,251.85
5/30/2017	\$ 223,251.85
8/30/2017	\$ 223,251.85
5/30/2018	\$ 206,501.85
8/30/2018	\$ 206,501.85
5/30/2019	\$ 206,501.85
8/30/2019	\$ 206,501.85
5/30/2020	\$ 210,213.65
8/30/2020	\$ 210,213.65
5/30/2021	\$ 210,213.65
8/30/2021	\$ 210,213.65
5/30/2022	\$ 210,213.65
8/30/2022	\$ 210,213.65
5/30/2023	\$ 210,213.65
8/30/2023	\$ 210,213.65
5/30/2024	\$ 247,063.65
8/30/2024	\$ 247,063.65
5/30/2025	\$ 247,063.65
8/30/2025	\$ 247,063.65
5/30/2026	\$ 247,063.65
8/30/2026	\$ 247,063.65
5/30/2027	\$ 247,063.65
8/30/2027	\$ 247,063.65
5/30/2028	\$ 247,063.65
8/30/2028	\$ 247,063.65
5/30/2029	\$ 247,063.65
8/30/2029	\$ 247,063.65
5/30/2030	\$ 247,063.65
8/30/2030	\$ 247,063.65
5/30/2031	\$ 247,063.65
8/30/2031	\$ 247,063.65
5/30/2032	\$ 247,063.65
9/30/2032	\$ 247,063.65
5/30/2033	\$ 247,063.65
8/30/2033	\$ 247,063.65
5/30/2034	\$ 247,063.65
8/30/2034	\$ 247,063.65
5/30/2035	\$ 247,063.65
8/30/2035	\$ 247,063.65
5/30/2036	\$ 92,963.65

<b>Date</b>	<b>License Fee</b>
8/30/2036	\$ 92,963.65
5/30/2037	\$ 92,963.65
8/30/2037	\$ 92,963.65
5/30/2038	\$ 92,963.65
8/30/2038	\$ 92,963.65
5/30/2039	\$ 92,963.65
8/30/2039	\$ 92,963.65
5/30/2040	\$ 92,963.65
8/30/2040	\$ 92,963.65
5/30/2041	\$ 92,963.65
8/30/2041	\$ 92,963.65
5/30/2042	\$ 92,963.65
8/30/2042	\$ 92,963.65
5/30/2043	\$ 92,963.65
8/30/2043	\$ 92,963.65
5/30/2044	\$ 92,963.65
8/30/2044	\$ 92,963.65
5/30/2045	\$ 92,963.65
8/30/2045	\$ 92,963.65
5/30/2046	\$ 92,963.65
8/30/2046	\$ 92,963.65
12/31/2046	Expiration

<b>Total</b>	<b>\$11,375,452</b>
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# CITY OF TAMPA

Bob Buckhorn, Mayor

May 11, 2016

The New York Yankees Partnership  
C/O Steven A. Anderson, Esq.  
Bank of America Plaza  
101 East Kennedy Blvd.  
Tampa, Florida 33602

**Re: City of Tampa Consents to Amended and Restated License Agreements and Facility Renovation Agreement**

Dear Mr. Anderson:

Attached is a copy of City of Tampa Council Resolution No. 2016-339, passed and adopted by City Council on May 5, 2016. This Council Resolution constitutes that body's consent to the above-referenced Agreements as required by Section 96-520, Laws of Florida.

Please accept this letter as my consent to the said Agreements as Mayor of the City of Tampa, which consent is also required by Section 96-520, Laws of Florida.

Sincerely,

Bob Buckhorn  
Mayor  
City of Tampa, Florida

Cc. The Hon. Mike Suarez, Chairman of the Tampa City Council  
Shirley Foxx-Knowles, City Clerk  
Julia C. Mandell, City Attorney

Agmt  
AS

RESOLUTION NO. 2016- 339

**A RESOLUTION CONSENTING TO AN AMENDED AND RESTATED HIMES PLAYER DEVELOPMENT COMPLEX LICENSE AGREEMENT, AN AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT AND NEW YORK YANKEES FACILITY RENOVATION AGREEMENT AMONG THE TAMPA SPORTS AUTHORITY, THE NEW YORK YANKEES PARTNERSHIP AND HILLSBOROUGH COUNTY IN COMPLIANCE WITH SECTION 96-520, LAWS OF FLORIDA; PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS**, the Tampa Sports Authority ("TSA"), the New York Yankees Partnership ("NYYP") and Hillsborough County ("County"), are parties (collectively "Parties"), to a certain License Agreement dated January 14, 1994 (as variously amended), for the use of the real property in the general vicinity of North Dale Mabry Highway and Dr. Martin Luther King, Jr. Blvd., Tampa, Florida, as a baseball stadium and practice facility named George M. Steinbrenner Field; and

**WHEREAS** on August 21, 1989, the Parties entered into a License Agreement for the use of certain real property and facilities located at the northwest corner of the intersection of Himes Avenue and Columbus Drive for baseball training activities (the Himes Player Development Complex); and

**WHEREAS**, as part of a general renovation project involving of the licensed facilities, as reflected in the New York Yankees Facility Renovation Agreement, the parties have negotiated Amended and Restated License Agreements for both the George M. Steinbrenner Field and Himes Player Development Complex; and

**WHEREAS**, the amendments generally extend the terms of the Licensee Agreements, set license fees during the extended terms, and address matters related to maintenance, repairs, insurance, parking and advertising; and

**WHEREAS**, although the City of Tampa is not an owner of any of the real property involved, nor a party to any of the License Agreements or the Facility Renovation Agreement, the Parties must obtain its consent before any conveyance, lease or encumbrance of the real property under TSA's enabling legislation, Chapter 96-520, Laws of Florida.

B2016-20

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA**

**Section 1. That the City Council of the City of Tampa hereby consents to the Amended and Restated George M. Steinbrenner Filed License Agreement, the Amended and Restated Himes Player Development Complex License Agreement and the New York Yankees Facility Renovation Agreement in the form of the copies attached hereto or in substantially similar form.**

**Section 2. That this Resolution shall take effect immediately upon its adoption.**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,  
FLORIDA ON MAY 0 5 2016.**

  
**CHAIR/CHAIR PRO-TEM  
CITY COUNCIL**

**ATTEST:**

  
**City Clerk/Deputy City Clerk**

**APPROVED AS TO FORM:**

**e/s/ Jorge I. Martin  
Senior Assistant City Attorney**



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Addendum to Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading 'Eric D. Hart', is written over a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**ADDENDUM TO AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD  
LICENSE AGREEMENT**

This Addendum is an addendum to the AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT (the "Agreement"), which was entered into on April 20, 2016 between THE TAMPA SPORTS AUTHORITY (the "Applicant"), HILLSBOROUGH COUNTY (the "County") and NEW YORK YANKEES PARTNERSHIP (the "Franchise"). The purpose of this Addendum is to ensure that the Agreement at all relevant times continues to meet the requirements of section 288.11631, Florida Statutes.

WHEREAS, section 288.11631, Florida Statutes, is intended to provide a process for the retention of spring training baseball franchises within the State. The Applicant and the Franchise acknowledge that the amount of State incentive funding provided by the State for the Facility is based on the continual use of the Facility by the Franchise for the duration of such incentive funding;

WHEREAS, the purpose of this Addendum is to ensure that the Agreement continuously meets the requirements of section 288.11631, Florida Statutes, and to ensure that the Florida Department of Economic Opportunity ("DEO") can properly and responsibly act as the steward of State funds; and

WHEREAS, it is recognized that the Agreement contains provisions designed to establish business, operational and other obligations and rights not directly related to section 288.11631, Florida Statutes or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and in order to induce DEO to certify Applicant pursuant to section 288.11631, Florida Statutes, the parties intending to be legally bound, hereby agree as follows:

- I. **DEFINITIONS:** Except as otherwise set forth herein, the definitions set forth elsewhere in the Agreement shall not apply to this Addendum and the definitions

set forth in this Addendum shall not apply elsewhere to the Agreement. All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum. The following definitions shall apply to this Addendum:

- A. **Major League Spring Training Home Games** shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball in its sole discretion, to be played by the Franchise's Major League Baseball Club as the home team at the Facility during such Spring Training Season.
- B. **Spring Training Season** shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through April 15 of each calendar year, but subject to change at the sole discretion of Major League Baseball.
- C. **Facility** shall mean the Applicant's professional sports facility for Spring Training of one or more Major League Baseball Clubs as well as minor league affiliates, including a stadium, team training facilities, practice fields, clubhouses, dedicated on-site parking areas, and other appurtenances and improvements, intended for use by the Franchise.
- D. **Applicant's Bonds** shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.
- E. **Operative Agreements** shall mean the Agreement, this Addendum, and such other documents and agreements applicable to the Franchise's use of the Facility.
- F. **Franchise Spring Training Season** shall mean, with respect to any calendar year during the term of the Agreement, the use of the Facility by the Franchise's Major League Baseball Club for the full period of such calendar years' Spring Training Season.

## II. TERMS AND CONDITIONS

- A. If the Franchise's Major League Baseball Club falls to play each and every one of its Major League Spring Training Home Games (each a "Missed Game") at the Facility during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or approved in writing by both the Applicant and DEO, then, the Franchise shall reimburse the State a portion of the State's yearly distribution applicable to such Franchise Spring Training Season determined by multiplying the amount of such yearly distribution by the fraction obtained by dividing the number of Missed Games by the number of Major League Spring Training Home Games scheduled for such Franchise Spring Training Season. For example, if Applicant is scheduled to receive \$1,000,000 in a year, and the Franchise has 2 Missed Games in a Franchise Spring Training Season that is scheduled to have 16 Major League Spring Training Home Games, the Franchise would be required to repay \$125,000 to DEO, because  $\$1,000,000 \times (2 / 16) = \$125,000$ . However, if the Franchise has four or more Missed Games during any Franchise Spring Training Season, and such Missed Games are not otherwise permitted or excused by this Addendum or pre-approved in writing by the Applicant and DEO, then, at DEO's election, the Franchise shall be deemed to have relocated pursuant to section 288.11631(2)(a)2, Florida Statutes (a "Relocation"). For the avoidance of doubt and for the sake of clarity, an international game, a game played during the Major League Baseball championship season, an exhibition game played in a Major League Baseball stadium or a game played against a college or university team shall not constitute a Major League Spring Training Home Game and therefore shall not constitute a Missed Game.
- B. **Repayment Obligation:** In the event of a Relocation the Franchise shall reimburse the State for the total amount of State distributions expected to be paid from the date of Relocation through the final maturity of the Applicant's Bonds, pursuant to section 288.11631(2)(a)2, Florida Statutes, which reimbursement obligation (the "Addendum Reimbursement") is intended to satisfy, and shall not

be duplicative of, the "State Reimbursement" as defined in Section 15.3 of the Agreement. The payment of the "Addendum Reimbursement" obligation is a partial remedy under terms of the Agreement in the event of a Relocation; provided that the payment of such reimbursement obligation by Franchise shall not release, reduce or otherwise modify any right or remedy available to TSA and/or County under terms of the Agreement in the event of a Relocation. Franchise acknowledges and agrees that nothing in this Addendum shall in any way, directly or indirectly, imply or impose upon TSA or County any intention, duty or obligation to mitigate damages in the event of a Relocation as the agreed upon remedies available to TSA and County in the event of a Relocation are provided in Section 15.3 of the Agreement, it being agreed that said matters have been fully considered and adequately addressed in the Agreement.

- C. **Force Majeure:** Notwithstanding the foregoing, the Franchise shall not be deemed to have a Missed Game to the extent its failure to play a Major League Spring Training Home Game at the Facility was due to an event of Force Majeure; provided, however, that the parties must make reasonable good faith efforts to mitigate the Force Majeure event. For the purpose of this Addendum, "Force Majeure" shall mean and include any act of God, accident, fire, riot or civil commotion, act of public enemy, failure of transportation facilities, enactment, rule, order or act of government or governmental instrumentality (whether domestic or international and whether federal, state or local, except in the case of a rule, order or act by Applicant, or the international equivalent thereof), failure of technical facilities, severe inclement weather or any other cause of any nature whatsoever beyond the control of the parties (including a strike, lockout, or other labor dispute involving Major League Baseball) which was not avoidable in the exercise of reasonable care and foresight. If an event of Force Majeure causes the Franchise's Major League Baseball Club to fail to play at least fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term for one additional Franchise Spring Training Season.



- D. MLB Requirements:** If Major League Baseball causes the Franchise's Major League Baseball Club to play less than fifty percent of a Franchise Spring Training Season at the Facility, the parties agree that the Agreement shall be automatically extended beyond the term of the Agreement for one additional Full Spring Training Season.
- E. Third Party Beneficiary:** The State, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations imposed by, this Addendum. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any rights or remedies that the State or DEO may have under law.
- F. Order of Priority:** In the event of a conflict between the terms of this Addendum and terms of the Agreement relating specifically to a right, obligation or remedy benefiting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreement, including any terms added to, amended in, or removed from the Agreement after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and the Executive Director of DEO. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on the rights of DEO under this Addendum, such portion of that modification or amendment that has an adverse effect shall be void ab initio, and ineffective.
- G. Recitals Incorporated:** The foregoing recitals are incorporated herein and made a part hereof by this reference.

**H. Duplicate Terms:** Because this is an Addendum prepared without reference to the Agreement itself, it may duplicate some existing terms of the Agreement. Such duplication or restatement of terms shall be construed as intentional.

***The remainder of this page is intentionally blank.***

WITNESSES:

  
PRINT NAME: Anthony Bruno

Hilda McCall  
PRINT NAME: Hilda McCall


**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: **Martinique Holdings, Inc.**


By:   
Harold Z. Steinbrenner, President


Title: **Managing General Partner**

WITNESSES:

  
PRINT NAME: Mackey Farrell

  
PRINT NAME: Bobby Silvestri

  
PRINT NAME: Mackey Farrell

  
PRINT NAME: Bobby Silvestri

**THE TAMPA SPORTS AUTHORITY**

By:   
Vincent Marchetti, Chairman

By:   
Eric Hart, President/CEO

*Approved as to form and legal sufficiency on  
behalf of the Tampa Sports Authority*

  
Steven A. Anderson, General Counsel

ATTEST:  
Clerk of Circuit Court



HILLSBOROUGH COUNTY, FLORIDA

By: Diana Steen  
Deputy Clerk

By: Lesley "Les" Miller, Jr.  
Chair  
Hillsborough County  
Board of County Commissioners

*Approved as to form and legal sufficiency on  
behalf of Hillsborough County*

Samuel S. Hamilton  
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-1144



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the First Amendment to the Amended and Restated George M. Steinbrenner Field License Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated October 25, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink that reads "Eric D. Hart". The signature is written in a cursive style and is positioned above a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**FIRST AMENDMENT TO**  
**AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE**  
**AGREEMENT**

This First Amendment to Amended and Restated George M. Steinbrenner Field License Agreement ("First Amendment") is entered into as of the 25<sup>th</sup> day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a public agency and Independent Special District of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, a political subdivision of the State of Florida ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

**Recitals**

**WHEREAS**, TSA, Partnership and County are parties to an Amended and Restated George M. Steinbrenner Field License Agreement dated April 20, 2016 (the "GMS License") pertaining to Partnership's use of the Premises; and

**WHEREAS**, the Parties desire to amend the GMS License as herein provided and such action is in the best interest of the Parties; and

**WHEREAS**, capitalized terms set forth in this First Amendment shall have the meanings set forth in the GMS License if not otherwise defined herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the GMS License as follows:

1. Revised License Fee Schedule. Exhibit "C" License Fee Schedule to the GMS License is deleted and a new Exhibit "C," attached hereto and made a part hereof, is substituted in lieu thereof.

2. Effect of First Amendment on GMS License. All other terms and conditions of the GMS License not modified herein, shall remain in full force and effect.

4. First Amendment Effective Date. This First Amendment shall become effective on the date upon which it has been executed by all Parties.

*[signatures appear on the next page]*

IN WITNESS WHEREOF, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

TAMPA SPORTS AUTHORITY

By: 

Name: Eric Hart

Title: President/CEO

Date signed: 10/25/16

Approved as to Form and Legality  
As to Tampa Sports Authority

  
Steven A. Anderson, General Counsel

NEW YORK YANKEES

By: Martinique Holdings, Inc.

By:   
Harold Z. Steinbrenner, President

Title: Managing General Partner

Date signed: 10/25/16

ATTEST:

CLERK OF THE CIRCUIT COURT

FLORIDA

By:   
Deputy Clerk

Date signed: 10/28/16



HILLSBOROUGH COUNTY,

By: 

Lesley "Les" Miller Jr., Chair

Hillsborough County Board of  
County Commissioners

Date signed: 10/28/16

Approved, as to Form and Legality  
as to Hillsborough County

  
Samuel S. Hamilton  
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-1145



**Exhibit C**  
**George M. Steinbrenner Field License Fees**

Date	License Fee
Effective Date*	\$ 259,294.97
5/30/2017	\$ 223,251.85
8/30/2017	\$ 223,251.85
5/30/2018	\$ 206,501.85
8/30/2018	\$ 206,501.85
5/30/2019	\$ 206,501.85
8/30/2019	\$ 206,501.85
5/30/2020	\$ 210,213.65
8/30/2020	\$ 210,213.65
5/30/2021	\$ 210,213.65
8/30/2021	\$ 210,213.65
5/30/2022	\$ 210,213.65
8/30/2022	\$ 210,213.65
5/30/2023	\$ 210,213.65
8/30/2023	\$ 210,213.65
5/30/2024	\$ 247,063.65
8/30/2024	\$ 247,063.65
5/30/2025	\$ 247,063.65
8/30/2025	\$ 247,063.65
5/30/2026	\$ 247,063.65
8/30/2026	\$ 247,063.65
5/30/2027	\$ 247,063.65
8/30/2027	\$ 247,063.65
5/30/2028	\$ 247,063.65
8/30/2028	\$ 247,063.65
5/30/2029	\$ 247,063.65
8/30/2029	\$ 247,063.65
5/30/2030	\$ 247,063.65
8/30/2030	\$ 247,063.65
5/30/2031	\$ 247,063.65
8/30/2031	\$ 247,063.65
5/30/2032	\$ 247,063.65
9/30/2032	\$ 247,063.65
5/30/2033	\$ 247,063.65
8/30/2033	\$ 247,063.65
5/30/2034	\$ 247,063.65
8/30/2034	\$ 247,063.65
5/30/2035	\$ 247,063.65
8/30/2035	\$ 247,063.65
5/30/2036	\$ 92,963.65

Date	License Fee
8/30/2036	\$ 92,963.65
5/30/2037	\$ 92,963.65
8/30/2037	\$ 92,963.65
5/30/2038	\$ 92,963.65
8/30/2038	\$ 92,963.65
5/30/2039	\$ 92,963.65
8/30/2039	\$ 92,963.65
5/30/2040	\$ 92,963.65
8/30/2040	\$ 92,963.65
5/30/2041	\$ 92,963.65
8/30/2041	\$ 92,963.65
5/30/2042	\$ 92,963.65
8/30/2042	\$ 92,963.65
5/30/2043	\$ 92,963.65
8/30/2043	\$ 92,963.65
5/30/2044	\$ 92,963.65
8/30/2044	\$ 92,963.65
5/30/2045	\$ 92,963.65
8/30/2045	\$ 92,963.65
5/30/2046	\$ 92,963.65
8/30/2046	\$ 92,963.65
12/31/2046	Expiration
<b>Total</b>	<b>\$11,188,243</b>

\*Section 4.2 of the Agreement shall not apply to the license fee payable on the Effective Date.



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated April 20, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink that reads "Eric D. Hart".

---

Eric D. Hart, President/CEO  
Tampa Sports Authority

**NEW YORK YANKEES  
FACILITY RENOVATION AGREEMENT**

April 20, 2016

**BETWEEN:**

**THE TAMPA SPORTS AUTHORITY,  
a public agency and  
Independent Special District of  
the State of Florida ("TSA")**

**AND**

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio Limited Partnership ("Partnership")**

**AND**

**HILLSBOROUGH COUNTY, FLORIDA,  
a Political Subdivision of the State of Florida ("County")**

**TABLE OF CONTENTS**

**Recitals..... 1**

**1. The Projects .....5**

**2. Scope of Work .....6**

**3. Reimbursement from TSA to Partnership for GMS Projects.....8**

**4. Compliance with Laws and Hillsborough County DM/DWBE  
Guidelines.....13**

**5. Authority.....14**

**6. Direct Purchases .....14**

**7. Indemnification.....15**

**8. (Section Intentionally Left Blank).....18**

**9. Design Review, Project Administration and Legal Costs .....18**

**10. Post Construction Contract Administration .....19**

**11. Time of the Essence.....20**

**12. Adoption of Certain Definitions.....20**

**13. Governing Law and Dispute Resolution .....20**

**14. Application for, Certification and Agreement to Receive  
State Funding; Agreement Contingencies.....21**

**15. Prevailing Party .....23**

**16. Recitals .....24**

## EXHIBITS

Exhibit A	Previously Completed Facilities Improvements .....	26
Exhibit B	Planned Facilities Improvements .....	27
Exhibit C	Design Review and Construction Protocol and Procedures .....	28
Exhibit D	TSA Procedures for Processing Direct Purchases .....	31

**NEW YORK YANKEES**  
**FACILITY RENOVATION AGREEMENT**

This Facility Renovation Agreement (“Agreement”) is entered into as of the 20th day of April, 2016 (the “Effective Date”), by and between the TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida (“TSA”), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership (“Partnership”), and HILLSBOROUGH COUNTY, FLORIDA (“County”). The foregoing entities are sometimes individually referred to as “Party” and collectively referred to as the “Parties.”

**Recitals**

WHEREAS, TSA, Partnership and County are parties to a License Agreement originally dated January 14, 1994 and amended and restated on date hereof (the “GMS License Agreement”) which grants Partnership a license to use certain real property, a 10,000 seat baseball stadium and related spring training facilities in Tampa, Florida (the “GMS Facility”); and

WHEREAS, County owns the GMS Facility and TSA manages it and, as such, both have an interest in maintaining the appearance, value and useful life of the GMS Facility; and

WHEREAS, TSA and Partnership are also parties to a second License Agreement, originally dated August 21, 1989, which is also amended and

restated on same date hereof (the "Himes License Agreement") which grants Partnership a license to use certain real property, including structures and other professional baseball training facilities serving as an appurtenance to Partnership's Major League team, Minor League affiliates and other related activities, all of which support and serve Partnership's spring training activities (the "Himes Facility"); and

**WHEREAS**, the GMS Facility and the Himes Facility (sometimes collectively referred to as the "Facilities") are both essential components of Partnership's professional baseball spring training and professional player development operations in Tampa; and

**WHEREAS**, the Parties agree that it is in the public interest to maintain the Facilities in good repair and condition in a manner consistent with current standards and conditions prevailing at similarly situated major league baseball training facilities existing within the State of Florida and that a need exists for a coordinated effort between the Parties to renovate and improve the Facilities; and

**WHEREAS**, pursuant to the GMS License Agreement and Himes License Agreement, Partnership has certain rights to perform or cause to be performed, at its sole expense, permanent improvements, renovations, alterations or additions to the GMS Facility and the Himes Facility, respectively; and

**WHEREAS**, in 1996 TSA transferred fee simple interest in the land upon which the Himes Facility is situated to the Hillsborough County Aviation Authority, and entered into related agreements whereby TSA and Partnership

retained long term rights of use in the Himes Facility and thus also have an interest in maintaining the appearance, value and useful life of the Himes Facility; and

**WHEREAS**, Partnership has caused certain improvements, additions and renovations to be made to both Facilities at a cost of \$6,245,041, a list of which is attached hereto as Exhibit "A" ("Previously Completed Facilities Improvements"); and

**WHEREAS**, Partnership is desirous of making and paying for additional improvements to the Himes Facility (the "Planned Himes Facility Improvements"); and

**WHEREAS**, Partnership is desirous of making and paying for a portion of the cost of additional improvements to the GMS Facility, which is owned by County and managed by TSA (the "Planned GMS Facility Improvements"), and County and TSA agree to provide or cause to be provided certain funding through TSA for a portion of the cost of the Planned GMS Facility Improvements, pursuant to the terms and conditions of this Agreement. The Planned Himes Facility Improvements and the Planned GMS Facility Improvements are listed in Exhibit "B" hereto and are sometimes collectively referred to as the "Projects"); and

**WHEREAS**, in conjunction with their desire to provide certain assistance and funding toward the Planned GMS Facility Improvements, TSA or the County intends to file an application with the State of Florida, Department of Economic Opportunity, pursuant to Section 288.11631, Florida Statutes, for



certification to receive state funding for a facility for a spring training franchise for a portion of the cost of the Planned GMS Facility Improvements, and, except as otherwise expressly provided for in this Agreement, it is the agreement of the Parties that the rights and obligations arising from and under this Agreement shall be contingent upon obtaining such certification and funding by the State in the amount applied for; and

**WHEREAS**, in consideration for TSA and County entering into this Agreement to provide the reimbursements as herein described, Partnership will, in addition to making and paying for the Previously Completed Facilities Improvements at a cost of \$6,245,041; (i) make and pay for the Planned Himes Facility Improvements as provided for in this Agreement at an approximate cost of \$4,136,600, (ii) make the Planned GMS Facility Improvements and pay a portion of the cost thereof in the minimum amount of at least \$659,305 (the "Partnership Equity") without reimbursement, and (iii) enter into on the Effective Date hereof an amendment and restatement of the GMS License Agreement (the "Amended GMS License Agreement") and an amendment and restatement of the Himes License Agreement (the "Amended Himes License Agreement"), the terms of which provide for, among other things, a term of approximately thirty (30) years, commencing on the Effective Date, for Partnership's license of the Facilities and the payment of license fees as set forth in Exhibit "C" of the Amended GMS License Agreement and Amended Himes License Agreement, respectively; and

**WHEREAS**, the Parties recognize that an aggregation of funds available to the Parties for purposes of constructing the Projects and a coordination of

resources and efforts would dramatically increase efficiencies in completing the Projects.

**NOW, THEREFORE,** in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

1. **The Projects.** Partnership agrees, at its sole expense, to design, construct and complete the Projects, consisting of "Planned GMS Facility Improvements" and the "Planned Himes Facility Improvements", all in accordance with applicable law, codes and ordinances. In connection therewith, Partnership has contracted directly with a licensed architectural firm (the "Architect") to prepare the design of the Projects. Partnership shall cause the Architect to prepare drawings and specifications for the Projects for review and approval by TSA, which approval shall not be unreasonably withheld or delayed, as provided in the attached Design Review and Construction Protocol and Procedures (Exhibit "C"). Also, Partnership, at its sole expense, shall also engage a general contractor (the "Contractor") and such other companies and individuals (but not including employees and staff of Partnership and affiliates) as may be approved by TSA to complete the Projects. The entire agreement, including the construction schedule (the "Contractor's Agreement") shall be subject to prior approval by TSA, which approval shall not be unreasonably withheld or delayed. The workmanship and materials used in the construction of the Projects shall be of quality at least comparable to the workmanship and materials used in the original construction of the GMS Facility or the Himes Facility, as the case may be. Partnership shall cause TSA and County to be

named as third party beneficiaries to Partnership's agreements with both the Architect and the Contractor.

**2. Scope of Work.**

A. The Planned GMS Facility Improvements consist of 35 projects ("GMS Projects") which have been identified, are currently in the design stage, and are listed on Exhibit "B". Exhibit "B" also identifies the estimated cost to complete each GMS Project. The Parties acknowledge and agree that the monetary amounts for each of the GMS Projects provided for in Exhibit "B" are estimates, and that, subject to the approval of TSA and the terms and conditions of this Agreement, including, but not limited to the Reimbursement Cap (hereafter defined), Partnership may allocate such amounts among the GMS Projects as required for the completion thereof.

B. The Planned Himes Facility Improvements consists of one project ("the Himes Project") which is currently in the design stage, and is also included in Exhibit "B". The monetary amount for the Himes Project stated on Exhibit "B" is also an estimate but there shall not be allowed any allocation between the GMS Projects and the Himes Project, except as specifically provided for under Section 3.D. herein.

C. The Planned GMS Facility Improvements and the Planned Himes Facility Improvement are hereby approved, subject to approved design and completed construction as required herein.

D. TSA and County, combined, shall not be responsible for any financial contribution, reimbursement or expenditure in excess of \$35,765,396 relating to the Planned GMS Facility Improvements (the "Reimbursement Cap"). The Parties acknowledge and agree that the foregoing amount is comprised of the sum of net proceeds, after reserves, underwriting discount and

issuance costs of the Bonds (hereinafter defined) payable from the Fourth Percent TDT (hereinafter defined) as described in Section 3.G. of this Agreement, in an amount estimated to be \$22,130,146 and net proceeds after underwriting discount, issuance costs and certain pre-development costs of the Bonds payable from the State Sales Tax Payments (hereinafter defined) as described in Section 3.H. of this Agreement, in an amount estimated to be \$13,635,250. Neither TSA nor County shall have any responsibility for any financial contribution, reimbursement or expenditure relating to the Planned Himes Facility Improvement, it being acknowledged by the Parties that Partnership shall be responsible for the entirety of the cost of the Planned Himes Facility Improvement and that said Planned Himes Facility Improvement shall not be reimbursable hereunder. Partnership does hereby guarantee the full and satisfactory completion of all Projects as described in Exhibit "B" in accordance with the timeline set forth in the Contractor's Agreement as provided for in the following paragraph. Moreover, Partnership is responsible for paying for any and all costs of designing and constructing the Projects in excess of the Reimbursement Cap. The Contractor's Agreement will include a construction schedule for each Project listed in Exhibit "B" which is within Contractor's Scope of Work.

E. Partnership's obligation to timely complete the Projects shall be subject only to delays of Partnership or the Contractor which are beyond the reasonable control of, and are not caused by the fault or negligence of Partnership or the Contractor; which directly impact the Projects and wholly or partially prevent the performance of any of the duties, responsibilities or obligations of Partnership or the Contractor, including (i) acts of God, (ii) an act of the public enemy, (iii) fire, explosion or other serious casualty, (iv) unusually severe weather (such as hurricane, earthquake or flood), (v) war directly

involving the United States (whether declared or not), including war-like circumstances, invasion, mobilization, revolution or rebellion, (vi) terrorist activities, riot or civil commotion, (vii) strike, work-stoppage or other labor disturbance, (viii) military usurpation of power or (ix) the imposition of new regulation or orders of governmental authority.

F. Partnership will ensure that all Projects are completed and have received final approval as described in Paragraph 10 of Exhibit "C" of this Agreement ("Final Approval") prior to February 28, 2018. TSA shall reimburse Partnership for the cost of the GMS Projects as provided in, and subject to the terms and conditions of this Agreement, provided that TSA and the County, combined, shall not be responsible for any financial contribution, reimbursement or expenditure in excess of the Reimbursement Cap.

G. In addition to other obligations set forth herein, Partnership and TSA agree to abide by, and Partnership agrees to require its Contractor to abide by and follow, the protocols, procedures and scheduling set forth in Exhibit "C" hereto. Partnership shall promptly and completely pay for all design and construction of the Projects, including builder's risk insurance for the Projects, and does hereby guarantee full and satisfactory completion of the Projects, which guarantee is in addition to the payment and performance bonds which shall be required of the Contractor.

3. Reimbursements from TSA to Partnership for GMS Projects.

A. Upon: (i) TSA's Final Approval of a GMS Project (ii) payment therefor by Partnership, and (iii) satisfaction of the requirements of Sections 3.A., 3.B. and 3.C., Partnership shall be entitled to request reimbursement from TSA as provided in this Section 3 for each such GMS Project, up to, but not to exceed, the Reimbursement Cap, but subject to the

following: (i) Partnership shall not be entitled to request reimbursement for the first \$659,305 of costs of the GMS Projects (the "Partnership Equity"), and (ii) the final reimbursement of up to \$4,136,600 of costs of the GMS Projects (the "Reimbursement Holdback") shall not be reimbursed until the conditions set forth in Sections 3.A., 3.B., 3.C. and 3.D. are satisfied.

B. Except for the Partnership Equity and the Reimbursement Holdback, at such time as the requirements of Section 3.A. have been satisfied, evidencing, among other things, that Partnership has constructed, in conformance with the drawings and specifications approved by TSA, and paid for a GMS Project, and submittal by Partnership of a request for reimbursement in form reasonably acceptable to TSA, TSA shall thereafter reimburse Partnership within thirty (30) days of TSA's receipt of the documentation identified in Section 3.A. above and Section 3.C. below, in satisfactory form and content, for Partnership expenditures for each such GMS Project that has been completed and approved by TSA in accordance with this Agreement; except, however, as permitted by Section 2.A. hereof, including approval by TSA after the submission of drawings and specifications, the total amount of reimbursement for an individual GMS Project shall not exceed the total cost value of said GMS Project as listed on Exhibit "B" hereto.

C. Upon completion of each Project as approved by TSA, Partnership shall submit to TSA the following documentation: (i) documentation demonstrating that Partnership has expended the Partnership Equity for GMS Projects; (ii) a certification to TSA that the Project has been completed and finally accepted, together with lien waivers from the Contractor and all other third party contractors, subcontractors and materialmen; (iii) documentation of the out-of-pocket costs incurred by Partnership in designing

and constructing the Project; (iv) a certificate from the Architect, in a form as TSA may reasonably request, that the Project has been constructed in substantial conformance with the Architect's drawings and specifications; and (v) a certificate from the Architect, in a form as TSA may reasonably request, that the out-of-pocket costs incurred by Partnership in designing and constructing the Project constitute commercially reasonable costs for the Project.

D. In addition to satisfying the requirements provided for in Sections 3.A, 3.B. and 3.C., Partnership shall not be entitled to reimbursement for the Reimbursement Holdback until Partnership receives Final Approval for the Himes Project. In the event Partnership does not expend at least \$4,136,000 in costs for the Himes Project, Partnership shall not be reimbursed for the difference between \$4,136,000 and the actual expenditures for the Himes Project unless, and only to the extent, Partnership spends at least such difference on GMS Projects.

E. Notwithstanding anything in this Section 3 to the contrary, requests for direct purchases by TSA of certain specific material and equipment, as described in Section 6, may be initiated at any time, in Partnership's reasonable discretion, provided that all conditions and procedures and limitations of Section 6 are satisfied.

F. TSA and County acknowledge their obligation to take such actions as are described in this Agreement in order to provide for the financing of TSA's reimbursements to Partnership in accordance with this Agreement. Unless an alternative method of financing is otherwise determined by the County in its sole and absolute discretion, the County or TSA shall issue from

time to time revenue bonds or other evidence of indebtedness, the interest paid on which bonds or indebtedness may or may not be exempt from federal income taxation (collectively, the "Bonds") to finance the reimbursements to be made by TSA to Partnership as provided for in this Agreement and to finance the expenses described in Section 9.A. of this Agreement. For purposes of this Agreement, the Bonds shall include any revenue bonds or other evidence of indebtedness issued to refund or otherwise refinance the Bonds. Unless otherwise determined by the County in its sole and absolute discretion to raise funds in an alternative method, the Parties acknowledge that the proceeds of at least two (2) series of the Bonds as described in Sections 3.G. and 3.H. below shall be dedicated as the sole source of funds to be provided to fund such reimbursements.

G. Unless an alternative method of financing is otherwise determined by County in its sole and absolute discretion, one (1) of the series of the Bonds to be issued to finance and/or refinance the reimbursements to be made by TSA to Partnership as provided for in this Agreement, shall be payable solely from the County contribution of legally available revenues received by the County from the additional one percent (1%) tourist development tax that the County is authorized to levy, impose and collect pursuant to Section 125.0104(3)(1), Florida Statutes, as amended, in an amount sufficient to fund all debt service requirements of this particular series of Bonds (the "Fourth Percent TDT"), subject and subordinate in all respects to obligations for indebtedness other than the Bonds heretofore or hereinafter incurred and secured by, or paid with, the Fourth Percent TDT and any obligations for County and TSA indebtedness issued on a parity therewith and the reserve requirements provided



for in Section 4.D.2. of Hillsborough County Ordinance 78-10, as amended by Section 2 of Hillsborough County Ordinance 03-3.

H. Unless an alternative method of financing is otherwise determined by the County in its sole and absolute discretion, another of the series of the Bonds to be issued to finance and/or refinance the reimbursements to be made by TSA to Partnership as provided for in this Agreement, shall be payable solely from the sales tax payments received from the State of Florida pursuant to Section 288.11631, Florida Statutes (the "State Sales Tax Payments"), as provided in Section 14 below.

I. Notwithstanding anything herein to the contrary, neither the obligation to issue the Bonds by County or TSA as provided for in this Agreement nor County's and TSA's other obligations under this Agreement, create any lien upon or pledge of the Fourth Percent TDT nor is County precluded from pledging in the future the Fourth Percent TDT, nor do such obligations give any person any form of claim on the Fourth Percent TDT as opposed to claims of general creditors of the County. Moreover, in no event shall the obligation to issue the Bonds as provided for in this Agreement nor County's and TSA's other obligations under this Agreement be or constitute a general obligation or indebtedness of the County or TSA, a pledge of the ad valorem taxing power of the County or a general obligation or indebtedness of the County or TSA within the meaning of the Constitution of the State of Florida or any other applicable law. No person shall ever have the right to compel the exercise of the ad valorem taxing power of the County, or any other governmental entity or taxation in any form on any real or personal property to satisfy County's obligation to issue the Bonds under this Agreement or satisfy any other County or TSA obligations provided for in this Agreement.

**4. Compliance with Laws and Hillsborough County DM/DWBE Guidelines.**

A. Partnership shall comply with, and shall cause the Contractor and the Architect to comply with all applicable laws, regulations, codes and rules governing the design, construction and completion of the Projects, including but not limited to, those relating to ADA. Partnership shall cause the Contractor to make good faith efforts in contracting for services and/or materials to achieve the minority and women employment representations in each applicable trade area as established by the U.S. Department of Labor for the Standard Metropolitan Statistical Area that includes Hillsborough County. When practicable, the Contractor shall make use of County's policies and procedures regarding the utilization of Disadvantaged Minority/Disadvantaged Women Business Enterprises and Small Business Enterprises, to identify prequalified subcontractors with whom to contract in order to facilitate achievement of such minority and women participation.

B. Partnership shall also comply with: (i) Hillsborough County, Florida – Code of Ordinances and Laws, Part A, Chapter 30, Article II (Hillsborough County Human Rights Ordinance), as amended, which prohibits illegal discrimination on the basis of actual or perceived race, color, sex, age, religion, national origin, disability, marital status, sexual orientation, or gender identity or expression, in employment, public accommodations, real estate transactions and practices, County contracting and procurement activities, and credit extension practices; and (ii) the requirements of all applicable federal, state and local laws, rules, regulations, ordinances and executive orders prohibiting and/or relating to discrimination, as amended and supplemented,

which laws, rules, regulations, ordinances and executive orders are incorporated herein by reference.

5. **Authority.** The President/CEO of TSA has been authorized by TSA to exercise day to day decision making on behalf of TSA relating to the Projects and the implementation of this Agreement, subject to the limitations and specific provisions of the Resolution granting such authorization. Upon adoption of such Resolution by the TSA board, any directive, consent or decision relating to this Agreement and its performance bearing the signature of the President/CEO shall carry a presumption that it is valid and enforceable as an act of TSA.

6. **Direct Purchases.**

Partnership may, in its reasonable discretion, make written requests for TSA to direct purchase certain specific material and equipment for the Projects that shall be owned by TSA or County. Any such request shall be subject to approval by TSA. In the event Partnership makes such a written request, in its reasonable discretion, and the purchase arrangements for such specific material and equipment hereunder should ever be disapproved by the Florida Department of Revenue (the "FDOR"), or held to be invalid by a final, non-appealable judicial order, then TSA shall pay any applicable sales taxes on the requested purchases, plus any interest and penalties, subject to other applicable terms hereof. The obligations of TSA under the terms of this Section 6, and specifically its duty to directly purchase any item hereunder, are strictly conditioned upon Partnership (i) establishing a non-recourse revolving line of credit in favor of TSA, and in form acceptable to TSA, in the amount of such

purchase orders and (ii) following the TSA procedures for processing direct purchases hereunder, which procedures are attached hereto as Exhibit "D", and which are hereby agreed to by Partnership. Moreover, Partnership agrees that it will not request or be entitled to any reimbursement pursuant to Section 3 of this Agreement for any Projects or portion thereof purchased directly by TSA pursuant to this Section 6.

**7. Indemnification.**

A. Only with respect to the specific Projects governed by this Agreement, Partnership shall defend, indemnify and hold harmless TSA, County, their officers, employees, and agents (collectively, the "Indemnitees") from and against any and all losses, liabilities, costs, expenses, damages, claims, demands, actions, suits, judgments and other obligations, including without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels (collectively, "Adverse Consequences") arising from or as a result of, or in connection with, any action or claim by a third party, including the FDOR, (i) asserting that the requirements of Section 287.055 or 255.20, Florida Statutes, TSA's enabling act or other applicable procurement or tax laws or regulations have been violated as a result of the Parties' adoption or implementation of the procedures for the design, construction and completion of the Projects as provided in this Agreement, including, but not limited to TSA's direct purchase of certain material and equipment therefor as set forth in this Agreement, or any action taken by TSA in connection therewith, (ii) asserting that sales taxes, penalties or interest are due and payable on TSA's purchase of certain material and equipment pursuant to this Agreement, or (iii) creating any occurrence or

event under this Section 7 resulting in a duty of TSA to pay sales taxes, penalties or interest.

B. Only with respect to the specific Projects governed by this Agreement, Partnership shall also defend, indemnify and hold harmless the Indemnitees from Adverse Consequences arising from a negligent act or omission by Partnership or Contractor, or their officers, agents, employees, contractors, guests and invitees, or the breach in the performance of Partnership or Contractor under any contract relating to the Projects, including purchase orders or other documentation for the design, insurance, fabrication, delivery, installation or construction of such material and equipment, including claims for personal injury, death or property/equipment damage.

C. Any third party claim described in Sections 7.A. and 7.B. above is hereafter defined as a "Third Party Claim."

D. In the event of a Third Party Claim, the Indemnitees shall promptly notify Partnership thereof in writing; provided, however, that no delay on the part of the Indemnitees in notifying Partnership shall relieve Partnership from any obligation hereunder unless (and then solely to the extent) Partnership thereby is prejudiced.

E. Partnership shall have the right to defend the Indemnitees against the Third Party Claim with counsel of its choice satisfactory to the Indemnitees so long as (i) Partnership notifies the Indemnitees in writing within fifteen (15) calendar days after the Indemnitees have given notice of the Third Party Claim that Partnership shall defend the Indemnitees from and against the entirety of any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating to, in the nature of, or caused by the Third Party

Claim, and (ii) Partnership conducts the defense of the Third Party Claim actively and diligently.

F. So long as Partnership is conducting the defense of the Third Party Claim in accordance with Sections 7.A. through 7.E. above, (i) the Indemnitees may retain separate co-counsel at their sole cost and expense and participate in the defense of the Third Party Claim, (ii) the Indemnitees shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of Partnership, and (iii) Partnership shall not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnitees.

G. If any of the conditions in Sections 7.A. through 7.E. above is or becomes unsatisfied, however, (i) the Indemnitees may defend against, and consent to the entry of any judgment or enter into any settlement with respect to, the Third Party Claim in any manner they may deem appropriate (provided that the Indemnitees need not consult with, or obtain any consent from Partnership, but shall give prior notice thereof to Partnership), (ii) Partnership shall reimburse the Indemnitees promptly and periodically for the costs of defending against the Third Party Claim (including, without limitation, reasonable attorneys' fees, expenses and court costs at an administrative level, administrative hearings, trial and all appellate levels), and (iii) Partnership shall remain responsible for any Adverse Consequences the Indemnitees may suffer resulting from, arising out of, relating, to, in the nature of, or caused by the Third Party Claim to the fullest extent provided in this Section 7.

H. So long as Partnership is conducting the defense of any Third Party Claim in accordance with Sections 7.A. through 7.E. above, the Indemnitees shall provide reasonable assistance to Partnership in the defense of such Third Party Claim.

I. The Parties agree and stipulate that this Agreement does not constitute a "construction contract" under the provisions of Section 725.06, Florida Statutes.

**8. THIS SECTION INTENTIONALLY LEFT BLANK**

**9. Design Review, Project Administration and Legal Costs.**

A. All reasonable costs and fees paid by TSA to its design review consultants, its project administration consultants and its attorneys in connection with this Agreement and TSA's performance of its obligations and rights hereunder, the Amended GMS License Agreement, the Amended Himes License Agreement, and all Resolutions, Exhibits and other documents and activities reasonably relating thereto (the "Renovation Documents"), together with all reasonable costs, (including, but not limited to, any underwriting discount, rating agency fees and printing expenses), reasonably required debt service reserve funds, and fees of County's and TSA's Financial Advisor, Bond Counsel and Disclosure Counsel in connection with the Bonds, in the estimated amount of \$2,289,604, shall be funded out of the proceeds of the Bonds, provided that no such costs and fees shall reduce the Reimbursement Cap.

B. In the event this Agreement terminates pursuant to Section 14 below or for any other reason other than as a result of a breach of this

Agreement by County or TSA, then Partnership agrees to reimburse TSA and County for the cost of their design review consultants, project administration consultants and attorneys in connection with the Renovation Documents, the Bonds, and any professionals, consultants or auditors employed or contracted by the TSA or County in order to comply with Chapter 288, Florida Statutes, rules of the Department of Economic Opportunity ("DEO"), the FDOR or of this Agreement, provided that Partnership's total liability under this Section 9.B. shall not exceed \$150,000. Partnership shall have the right to receive copies of, but not approve, all invoices which it is required to reimburse pursuant to this Section 9.B.

**10. Post Construction Contract Administration.**

A. Partnership shall diligently acquire and maintain all contract documents, including but not limited to final, revised plans, specifications, change orders, manuals and warranties, and as-built plans (if created) and shall provide copies to TSA. Partnership shall be responsible for post construction administration, including but not limited to preparation of punch lists, punch list inspections and follow through, Final Approval inspections, warranty notices and documents relating to contract and warranty enforcement, correction and/or repair of errors and defects, and maintenance of legal actions relating to any breach of contract, breach of warranty and/or defective construction.

B. Partnership shall take all actions necessary, including but not limited to making demands on the Architect, the Contractor or others, filing and maintaining legal actions or other proceedings to protect the Facilities and to enforce the rights of Partnership, County and TSA with regard to same. The foregoing shall apply to all construction and contracts, except as to items directly purchased by TSA. As to those items purchased by TSA, Partnership



shall conduct periodic inspections and report any defects or potential warranty claims to TSA. Enforcement of warranty or defective construction claims on those items shall be the responsibility of TSA. However, Partnership shall reimburse TSA for all third party costs reasonably incurred by TSA, including but not limited to correction/repair costs, legal, architectural, engineering and other professional or expert costs and fees incurred by TSA in relation to or arising from its enforcement and claims administration activities as set forth in this Section 10.A. and 10.B., whether directly purchased by TSA or not; provided Partnership is given at least 5 days advance written notice of TSA's intent to incur these third party costs, except that in emergency situations TSA shall provide reasonable advance notice. Partnership shall have the right to receive copies of, but not approve, all invoices which it is required to reimburse pursuant to this Section 10.B.

11. **Time of the Essence.** Time is of the essence in the performance of all Parties' obligations contemplated hereunder. Partnership shall cause a "Time of the Essence" clause, as well as default provisions, to be placed in the Contractor's Agreement.

12. **Adoption of Certain Definitions.** All terms used in this Agreement in capitalized form, unless otherwise defined in this Agreement, shall have the same meanings as ascribed to them in the Amended GMS License Agreement.

13. **Governing Law and Dispute Resolution.** This Agreement shall be governed and enforced in accordance with the laws of the State of Florida. Any dispute arising out of or relating to this Agreement shall be resolved by a

state court of appropriate jurisdiction in Hillsborough County, Florida, it being agreed hereby that both venue and jurisdiction are appropriate in said state courts.

**14. Application for, Certification and Agreement to Receive State Funding; Agreement Contingencies.**

A. TSA and County acknowledge that the completion of the Projects contemplated by this Agreement will serve a paramount public purpose. As a result, within 30 days following the execution and delivery of this Agreement and the delivery to TSA of a fully and correctly completed application and all documents and information required or requested by the State of Florida and any documentation reasonably requested by TSA, TSA or County shall file an application as deemed appropriate by the Applicant, for certification pursuant to Section 288.11631, Florida Statutes, for retention of a Major League Baseball spring training baseball franchise. The Parties agree that the rights and obligations arising from and under this Agreement, including but not limited to, the obligation of Partnership to construct and fund the Projects, the obligation of TSA to reimburse Partnership as provided for in this Agreement, and the obligation to provide for the financing of such reimbursement provided for in Section 3.F. of this Agreement, shall be contingent upon TSA's or County's receipt of certification to receive State funding for a facility for a spring training franchise pursuant to Section 288.11631, Florida Statutes, in an amount sufficient to generate at least \$13,635,250 (in the estimation of the County's Financial Advisor based on market conditions then existing) in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs estimated to total \$489,750 as

described in Section 3.H. of this Agreement (the "Minimum Amount") and execution of an agreement by TSA or County and DEO providing for, among other things, an award of State funding to be distributed which award is sufficient to generate at least the Minimum Amount (collectively, the "Certification"). Should the Certification fail to occur on or before September 1, 2016, or up to sixty (60) days thereafter if approved by Partnership, TSA and the County Administrator of County, the Renovation Documents shall be automatically terminated, and shall be null and void, unless otherwise mutually agreed in writing by all Parties or unless Partnership elects to prevent such termination as provided below. The foregoing notwithstanding, in the event the Certification is to receive State funding in an amount less than the Minimum Amount, Partnership shall have the right to prevent the termination of the Renovation Documents by agreeing to provide additional funds to offset the insufficiency by providing TSA and County written notice thereof within thirty (30) days following the Certification. In the event Partnership exercises such right, the first (\$35,765,396) and third (\$13,635,250) monetary amounts provided for in Section 2.D. of this Agreement shall be deemed to be reduced by, and the third (\$659,305) monetary amount provided for in the twelfth recital clause and the first (\$659,305) monetary amount provided for in Section 3.A. of this Agreement shall be deemed to be increased by, the difference between \$13,635,250 and the monetary amount in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs resulting from the actual award from the State in the estimation of County's Financial Advisor based on market conditions then existing.

B. Although TSA or County shall be the applicant under the provisions of Section 288. 11631, Florida Statutes, it is agreed that the

assistance and full cooperation of Partnership shall be essential to the success of the application. As a result, Partnership agrees to promptly provide such assistance and information as may be reasonably requested by TSA or County in relation to the application process, shall provide in good faith any and all data or information provided by Partnership in connection therewith, and does hereby agree to indemnify, defend and hold harmless TSA and County from and against all claims, losses, suits and costs relating to any inaccuracy of the information and data provided by Partnership during the application process and thereafter, should funding by the State occur.

C. Partnership agrees to fully abide by and adhere to all requirements and obligations arising from Chapter 288 Florida Statutes, rules of the DEO or of this Agreement, to provide full and expeditious assistance to TSA and County in formulating and providing reports and data required by the DEO or the State of Florida. Partnership further agrees to reimburse TSA and County on an annual basis, for (i) fifty percent (50%) of the initial \$10,000 of the cost of any professionals, consultants or auditors employed or contracted by the TSA or County in order to comply with Chapter 288, Florida Statutes, rules of the DEO, the FDOR or of this Agreement and (ii) one hundred percent (100%) of the amount, if any, that such cost exceeds \$10,000.

15. **Prevailing Party.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any

applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

16. **Recitals.** The introductory recitals of this Agreement are true and correct and are incorporated in this Agreement by reference.

*(signatures appear on the following page)*

IN WITNESS WHEREOF, the Parties hereto have signed and dated this Agreement as of the day and year first above written.

**TAMPA SPORTS AUTHORITY**

By: Eric D. Hart  
Eric Hart

Title: President/CEO  
Date signed: 4/25/16

*Approved as to Form and Legality  
as to Tampa Sports Authority*

Steven A. Anderson  
Steven A. Anderson, General Counsel

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: Martinique Holdings, Inc.  
By: Harold Z. Steinbrenner  
Harold Z. Steinbrenner, President

Title: Managing General Partner  
Date signed: 4-25-16



ATTEST:  
CLERK OF THE CIRCUIT COURT

By: Minda O.K. Dit  
Deputy Clerk  
Date signed: 4/26/16

*Approved as to Form and Legality  
as to Hillsborough County*

Samuel S. Hamilton  
Samuel S. Hamilton  
Senior Assistant County Attorney

**HILLSBOROUGH COUNTY, FLORIDA**

By: Lesley "Les" Miller, Jr.  
Lesley "Les" Miller, Jr., Chair  
Hillsborough County Board of  
County Commissioners  
Date signed: 4/26/16

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 16-0440

**EXHIBIT A**  
**Facility Renovation Agreement**

**PREVIOUSLY COMPLETED FACILITIES IMPROVEMENTS**

**George M. Steimbrenner Field**

<b>Year</b>	<b>Project Description</b>	<b>Total</b>
2013	Indoor Batting Cages	\$ 447,401
2014	Stadium Scoreboard	\$1,388,519
2014	Weight Room Addition (excluding equipment)	\$1,507,705
2014	Locker Room Renovation (including video room addition)	\$ 153,422
	<b>Total</b>	<b>\$3,497,047</b>

**Himes Player Development Complex**

<b>Year</b>	<b>Project Description</b>	<b>Total</b>
2013/14	Field Renovations	\$1,887,326
2014	Dugout Addition/Improvements	\$ 263,306
2014	Cafeteria and Storage Area	\$ 597,362
	<b>Total</b>	<b>\$2,747,994</b>

<b>Completed Facilities Improvements total</b>	<b>\$6,245,041</b>
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**EXHIBIT B**  
**Facility Renovation Agreement**

**PLANNED FACILITIES IMPROVEMENTS**  
**(Page 1 of 3)**

	Entry Plaza	Right Field Entry	Concourse Improvements	RF Bullpen Club	LF Bullpen Club	LF 360° Development
<b>Sitework and Foundations</b>	387,788	163,639	288,031	408,819	426,133	301,788
<b>Structures</b>	910,515	1,325,491	1,538,746	1,728,632	1,316,616	1,550,721
<b>Exterior Envelope</b>	1,324,325	183,284	168,761	1,113,863	1,407,867	438,782
<b>Finishes</b>	289,821	-	274,857	1,040,219	770,367	757,870
<b>Bldg Specialties and Equipment</b>	280,468	180,331	420,725	228,328	227,947	208,042
<b>Building Mechanical Systems</b>	187,251	184,868	388,018	180,809	183,803	39,534
<b>Bldg Electrical Systems</b>	188,431	337,908	161,485	181,437	201,414	189,087
<b>Total Project Costs</b>	<b>3,578,377</b>	<b>2,305,619</b>	<b>3,253,391</b>	<b>4,848,937</b>	<b>4,531,648</b>	<b>3,483,834</b>

Potential TSA Direct Purchase

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	Concourse Restroom Improvements	Phone System Replacement	Data Systems Cabling	Marquee Replacements	Luxury Suites Renovations	Elevator Upgrades
<b>Sitework and Foundations</b>	-	-	-	-	-	-
<b>Structures</b>	-	-	-	-	-	-
<b>Exterior Envelope</b>	-	-	-	-	-	-
<b>Finishes</b>	61,980	-	-	-	247,920	-
<b>Bldg Specialties and Equipment</b>	-	-	-	175,610	-	82,640
<b>Building Mechanical Systems</b>	-	-	-	-	-	-
<b>Bldg Electrical Systems</b>	-	227,260	351,220	-	-	-
<b>Total Project Costs</b>	<b>61,980</b>	<b>227,260</b>	<b>351,220</b>	<b>175,610</b>	<b>247,920</b>	<b>82,640</b>

Potential TSA Direct Purchase

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**EXHIBIT B  
Facility Renovation Agreement**

**PLANNED FACILITIES IMPROVEMENTS  
(Page 2 of 3)**

CF 300* Development	RF 300* Development (includes Deck)	Main Field Replacement	Warning Track	Community Use Field Replacement	Landscape Renovations	New Roofing	Pumps for Lift Station	Seeding Replacement
280,480	325,581	185,940	10,330	185,940	51,860	-	48,485	-
1,448,608	1,402,887	-	-	-	-	-	-	-
821,007	1,981,343	-	-	-	-	288,580	-	-
88,578	757,868	-	-	-	-	-	-	-
440,578	558,088	-	-	-	-	-	-	774,750
433,305	133,188	-	-	-	-	-	-	-
258,008	276,319	-	-	-	-	-	-	-
<b>3,852,467</b>	<b>5,435,373</b>	<b>185,940</b>	<b>10,330</b>	<b>185,940</b>	<b>51,860</b>	<b>288,580</b>	<b>48,485</b>	<b>774,750</b>
-	-	-	-	-	-	-	-	-

Bridge Improvements	Information & Directional Signage	Fire Pump upgrade	Clubhouse Renovations	Gas Piping - Hot water systems	Kitchen Renovations	Kitchen Equipment	Locker Replacement	Resolving Area Paving
-	-	-	-	-	-	-	-	61,980
-	-	-	-	-	-	-	-	-
61,980	-	-	484,850	-	-	-	-	-
-	28,824	-	-	-	330,580	206,800	227,280	61,980
-	-	103,300	-	154,950	-	-	-	-
-	-	-	-	-	-	-	-	-
<b>61,980</b>	<b>28,824</b>	<b>103,300</b>	<b>484,850</b>	<b>154,950</b>	<b>330,580</b>	<b>206,800</b>	<b>227,280</b>	<b>123,960</b>
-	-	-	-	-	-	-	-	-

EXHIBIT B  
Facility Renovation Agreement

PLANNED FACILITIES IMPROVEMENTS  
(Page 3 of 3)

HVAC Upgrades	Asphalt paving at NE Parking Lot	Lighting for NE parking lot	South Parking Lot Paving Replacement
-	26,858	43,386	154,950
-	-	-	-
-	-	-	-
-	-	-	-
516,500	-	-	-
-	-	-	-
516,500	26,858	43,386	154,950
-	-	-	-

Parking Lot renovations	Sub- Total GMS	Improvements at Hines Facility	Total Program
-	3,297,768	4,136,600	7,434,368
-	11,223,117	-	11,223,117
-	7,819,441	-	7,819,441
-	4,806,912	-	4,806,912
21,693	4,442,533	-	4,442,533
-	2,465,391	-	2,465,391
-	2,369,559	-	2,369,559
21,693	36,424,722	4,136,600	40,561,322
-	-	4,136,600	4,136,600

**Exhibit C**  
**Facility Renovation Agreement**

**Design Documents Review and**  
**Construction Protocol and Procedures**

**Documents Review Phase**

1) Partnership shall provide 100% drawings and specifications along with construction schedules for each Project listed on Exhibit "B" to TSA for review. In acknowledging this is a design-build delivery system for the Projects, TSA agrees that drawings and specifications for certain Projects may be delivered in stages rather than as a complete set of drawings and specifications for such Projects, and that TSA will be asked to approve those drawings and specifications in stages. All drawings and specifications shall be forwarded in electronic format for distribution by Partnership to TSA. Four half sized drawing sets and four sets of specifications in hard copy format shall also be provided directly to TSA for use by its staff. TSA shall conduct a general review of the drawings and specifications and provide comments within fourteen days (14) of receipt.

2) Project(s) may be divided by the Partnership into subprojects for purposes of document review only and not for purposes of Final Approval (defined below) or reimbursement, with a separate schedule of values for each.

3) Some Projects may represent replacement only of specific products/items and will not require construction drawings, only written specifications sufficient to indicate the basis for design.

4) Within fourteen (14) days of TSA providing comments to Partnership as outlined in Paragraph 1 above, the Partnership shall provide any comments responsive to TSA's comments, which shall include specific and actionable suggestions for incorporation of the TSA comments into the documents.

5) Upon reaching an agreement with TSA on the suggestions required by Paragraph 4 above, Partnership's Architect shall submit revised drawings and specifications to TSA in electronic and hard copy format as previously defined for review for compliance with all previous TSA comments. These will represent the bidding/permitting documents.

6) Upon TSA's acceptance of the drawings and specifications for all or a portion of a particular Project, TSA shall provide to Partnership written authorization to proceed with construction.

7) Subsequent to this approval by TSA, any future drawings and specifications that reflect non-material changes to a Project, including changes made through Change Orders under the Contractor's Agreement or otherwise, shall require TSA review and approval in accordance with the above-referenced protocol, except that TSA shall provide its comments to such proposed changes within seven (7) days of receipt of the proposed changes. In addition to TSA review and approval in accordance with the above-referenced protocol, any future drawings and specifications that reflect material changes to a Project shall require County approval. For purposes of this Exhibit "C" and this paragraph #7 specifically, a "material change" shall mean (i) the addition of a new Project, (ii) the deletion or discontinuation of a project listed on Exhibit "B" so that it will not be completed, or (iii) any change that does not provide for at least the functional equivalent of what is to be replaced or redesigned by the change, provided that the possible elimination of the vomitory expansion has already been approved and shall not require County approval.

#### **Construction Phase**

8) Once final construction and/or completion of a Project has been approved and accepted by the Partnership and beneficial occupancy can take place,

Partnership shall schedule a walk through with TSA for the purpose of performing a final inspection of each Project as identified on Exhibit "B" to the Facility Renovation Agreement. A punch list of items remaining to be completed on each Project shall be agreed upon.

9) Partnership shall provide to TSA a separate schedule of costs incurred and copies of progress payment requests and payments made by Partnership relating to those requests at the time that the walk through inspection takes place.

**Final Approval**

10) Upon completion of corrections or completion of punch list items satisfactory to Partnership and TSA, and examination of the documents outlined in paragraph 9 for each Project, TSA shall provide written notice to Partnership that said Project has received final approval for purposes of meeting the requirements for reimbursement under Section 3 of the Facility Renovation Agreement ("Final Approval"). Achieving Final Approval shall not relieve Partnership of any other requirement for reimbursement set forth within Section 3 of the Facility Renovation Agreement.

**Exhibit D**  
**Facility Renovation Agreement**

**Direct Purchase Procedures**

These procedures are designed for the efficient management and implementation of certain purchases of materials and equipment by the Tampa Sports Authority ("TSA") as part of construction activities under that certain Facility Renovation Agreement to which these procedures are attached as Exhibit D. Unless otherwise specifically provided herein, the terms and words herein shall have the same meaning as within the Facility Renovation Agreement.

**A. Administration.**

1. All direct purchases shall be administered by and processed through the office of Vice President of Finance, Tampa Sports Authority. Any request for a direct purchase by Partnership should be addressed to:

David Byrne  
Vice President of Finance  
Dbyrne@TampaSportsAuthority.com

2. In an effort to allow TSA to staff appropriately, Partnership shall provide TSA with a listing of items that will be evaluated for direct purchase by May 31, 2016. This listing will be updated with inclusions/exclusions each month thereafter until the completion of the renovation. This listing will denote the approximate timing of the project/item purchase and will indicate any project/items that will require a pre-bid conference.

3. TSA will process the purchase only if sufficient funds are available to TSA. TSA will notify Partnership immediately of the unavailability of funds for any requested purchase.

**B. Purchases through TSA standard procurement process.**

1. At a minimum of 30 days prior to the time when Partnership would like the bids received, Partnership will provide to TSA a completed bid form as approved in advance by TSA. This bid form will indicate a Partnership or Contractor representative that can be contacted by the vendors with questions regarding the bid specifications and project. Any changes to the bid form as initially approved by TSA shall be clearly denoted by Partnership for TSA review.

2. TSA shall evaluate the completed bid form. If there are no revisions or clarifications deemed necessary by Partnership and acceptable to TSA, TSA shall then advertise the bid in accordance with TSA procurement requirements.

3. All written questions and answers provided to Partnership or the Contractor representative shall be provided to TSA prior to them being answered, to allow for the proper posting of this information to all potential vendors.

4. 10 days after the bid due date, TSA shall evaluate and rank the responsive bids. Partnership will provide a representative to work with TSA in the bid review process. TSA will provide these rankings to Partnership.

5. Partnership will notify TSA in writing within 30 days of the receipt of the rankings if they would like to proceed with the winning bid. TSA will notify all bidders of the selection or cancelation of the bid.

**C. Purchasing through alternative methods.**

1. In order to minimize costs and ensure consistency of quality, style, product and design with existing Facility features, as well as Facility Improvements being purchased, constructed or otherwise acquired by Partnership outside of this direct purchase procedure, to the extent practical, TSA will attempt to utilize existing vendors, contractors and professionals contracted by Partnership for the Facility Improvements; provided, however, that all purchases by TSA hereunder shall be in

compliance with laws, regulations or policies applicable to TSA relating to procurement of products, equipment, services, goods and materials.

2. In the case of purchases through alternative methods, subject to prior approval by TSA, Partnership or its Contractor shall negotiate and prepare purchase orders, as agent for the TSA, for the procurement of certain materials and equipment, to be purchased by TSA and incorporated into the project by Partnership or Contractor, that normally would require the payment of Florida sales tax if the purchaser was not a tax-exempt entity ("Materials"). Each purchase order shall define TSA as the purchaser and ultimate consumer of the Materials and will include TSA's State of Florida sales tax exemption number set forth in TSA's Florida Department of Revenue Certificate of Exemption. TSA will provide Partnership or Contractor with purchase orders for this purpose, including applicable warranty requirements.

3. After execution of the purchase orders by TSA, Partnership or Contractor shall submit the purchase orders to the supplier of the Materials (the "Supplier"). TSA will also provide copies of its certificate of exemption, which Partnership or Contractor shall submit to the Supplier along with the executed purchase orders.

**D. General provisions relating to all purchases.**

1. Partnership or Contractor shall be responsible for ordering, inspecting, accepting delivery, storing, handling, installing, and quality control for the Materials purchased, all in accordance with the terms and conditions of these procedures.

2. Upon submission of the invoice for such Materials by the Supplier to TSA, approval of the invoice by TSA, Partnership or Contractor, and acceptance of the Materials by Partnership and TSA, the invoice (which shall be made out to TSA and not Partnership or Contractor) shall be paid by TSA to the Supplier, contingent upon availability of funds. After payment is made to the Supplier, a deductive Change Order to the Contractor's Agreement shall be issued by Partnership and signed by Contractor reducing the Contract Price by the amount of such direct payment to the Supplier and the corresponding sales tax previously included in the Contract Price for the purchased Materials.



3. Materials shall be delivered by Supplier to the project site. Title to all the Materials shall immediately be vested in TSA as the ultimate consumer, upon acceptance of the Materials and payment by TSA to Supplier. Partnership shall obtain such insurance to protect the Materials from risk of loss prior to incorporation by Construction Manager into the Work.

4. Once the item is received by the Contractor/Partnership, TSA will immediately be provided the receiving documents and accompanying invoice(s). Additionally, TSA will be provided the opportunity to place a County issued property tag on the item.

5. Any costs incurred by TSA as a result of a direct purchase process, including, but not limited to advertising, legal fees or additional staff, will be the responsibility of Partnership. TSA will provide notice to Partnership of an estimate of anticipated additional staff costs in advance of incurring these costs.

Amend  
R  
A S

RESOLUTION NO. 2016- 339

**A RESOLUTION CONSENTING TO AN AMENDED AND RESTATED HIMES PLAYER DEVELOPMENT COMPLEX LICENSE AGREEMENT, AN AMENDED AND RESTATED GEORGE M. STEINBRENNER FIELD LICENSE AGREEMENT AND NEW YORK YANKEES FACILITY RENOVATION AGREEMENT AMONG THE TAMPA SPORTS AUTHORITY, THE NEW YORK YANKEES PARTNERSHIP AND HILLSBOROUGH COUNTY IN COMPLIANCE WITH SECTION 98-520, LAWS OF FLORIDA; PROVIDING AN EFFECTIVE DATE.**

---

**WHEREAS, the Tampa Sports Authority ("TSA"), the New York Yankees Partnership ("NYYP") and Hillsborough County ("County"), are parties (collectively "Parties"), to a certain License Agreement dated January 14, 1994 (as variously amended), for the use of the real property in the general vicinity of North Dale Mabry Highway and Dr. Martin Luther King, Jr. Blvd., Tampa, Florida, as a baseball stadium and practice facility named George M. Steinbrenner Field; and**

**WHEREAS on August 21, 1989, the Parties entered into a License Agreement for the use of certain real property and facilities located at the northwest corner of the intersection of Himes Avenue and Columbus Drive for baseball training activities (the Himes Player Development Complex"); and**

**WHEREAS, as part of a general renovation project involving of the licensed facilities, as reflected in the New York Yankees Facility Renovation Agreement, the parties have negotiated Amended and Restated License Agreements for both the George M. Steinbrenner Field and Himes Player Development Complex; and**

**WHEREAS, the amendments generally extend the terms of the Licenses Agreements, set license fees during the extended terms, and address matters related to maintenance, repairs, insurance, parking and advertising; and**

**WHEREAS, although the City of Tampa is not an owner of any of the real property involved, nor a party to any of the License Agreements or the Facility Renovation Agreement, the Parties must obtain its consent before any conveyance, lease or encumbrance of the real property under TSA's enabling legislation, Chapter 98-520, Laws of Florida.**

B2016-20

**NOW, THEREFORE,**

**BE IT RESOLVED BY THE CITY COUNCIL  
OF THE CITY OF TAMPA, FLORIDA**

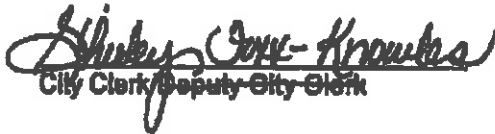
**Section 1.** That the City Council of the City of Tampa hereby consents to the Amended and Restated George M. Steinbrenner Filed License Agreement, the Amended and Restated Himes Player Development Complex License Agreement and the New York Yankees Facility Renovation Agreement in the form of the copies attached hereto or in substantially similar form.

**Section 2.** That this Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF TAMPA,  
FLORIDA ON MAY 05 2016.**

  
**CHAIR/CHAIR PRO-TEM  
CITY COUNCIL**

**ATTEST:**

  
**City Clerk/Deputy City Clerk**

**APPROVED AS TO FORM:**

e/s/ **Jorge I. Martin**  
**Senior Assistant City Attorney**



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the First Amendment to New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated October 25, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading "Eric D. Hart", is written over a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**FIRST AMENDMENT TO**  
**NEW YORK YANKEES FACILITY RENOVATION AGREEMENT**

This First Amendment to New York Yankees Facility Renovation Agreement ("First Amendment") is entered into as of the 25<sup>th</sup> day of October, 2016, by and between the TAMPA SPORTS AUTHORITY, a body politic and an independent special district under the laws of the State of Florida ("TSA"), NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership"), and HILLSBOROUGH COUNTY, FLORIDA ("County"). The foregoing entities are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

**Recitals**

**WHEREAS**, TSA, Partnership and County are parties to a New York Yankees Facility Renovation Agreement dated as of April 20, 2016 (the "FRA") relating to the design, construction and financing of certain renovation improvements to Partnership's spring training facilities in Tampa, Florida; and

**WHEREAS**, the Parties desire to amend the FRA as herein provided and such action is in the best interest of the Parties; and

**WHEREAS**, capitalized terms set forth in this First Amendment shall have the meanings set forth in the FRA if not otherwise defined herein.

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties wish to amend the FRA as follows:

1. **Extension of Termination Date**. The fourth sentence of Section 14.A. of the FRA is hereby amended to extend the effective termination date of the FRA by removing the date "September 1, 2016" and inserting in lieu thereof the date "December 31, 2016."

The Parties further agree that the ability to extend such date by approval of Partnership, TSA and the County Administrator of County as provided in the fourth sentence of Section 14.A. shall remain applicable and in full effect.

2. DEO Agreement Terms, Conditions and Indemnifications. The FRA is amended by adding thereto a new Section 8 to read as follows:

8. Terms, Conditions and Indemnifications Relating to the DEO Agreement.

A. It is contemplated that, in furtherance of the agreement of the Parties to seek certification and funding by the State of Florida pursuant to sections 212.20 and 288.11631, F.S ("the Act"), an agreement between TSA, as the Applicant, and DEO (hereinafter defined) will be entered into entitled "Sports Development Program Agreement (the "DEO Agreement"). The DEO Agreement will govern the rights and obligations of TSA and DEO with respect to funding under the Act.

B. The DEO Agreement, when fully effective, will impose requirements and conditions upon TSA, as Applicant, which requirements relate either to the GMS Projects for which funding from the DEO is being sought or to the funding itself.

(1) Those requirements will include, among other things: (a) the maintenance and production of documentation evidencing compliance with the Act by TSA and Partnership; (b) production of annual reports and accountings of expenditures for the GMS Projects; (c) production of all amendments, modifications, extensions and assignments of the GMS License Agreement, this Agreement and other relevant contracts; (d) production of yearly cost benefit analyses; (e) evidence of efforts to promote the GMS Facility; (f) progress and status reports relating to construction and completion of the GMS Projects; and

(g) such other documentation and information as may be requested by DEO relating to the GMS Projects or to the DEO Agreement. Partnership agrees to assist and support TSA to the fullest extent possible, in complying with any and all such requirements, including, if requested by TSA, the production of documents and information within Partnership's custody, possession and/or control. Partnership shall, on an annual basis, reimburse TSA's costs, consulting, expert and attorneys' fees reasonably expended in the process of complying with the DEO's requirements, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. As an example, if, in a given year, TSA reasonably incurs \$10,000.00 of costs and fees to comply with DEO's requirements, and \$10,000.00 of costs and fees under Section 14.C., Partnership would reimburse TSA a total of \$15,000.00.

(2) The DEO Agreement will also place contractual responsibility and liability upon TSA, as Applicant, for the work performed and costs incurred, in connection with the GMS Projects, and will require TSA to fully indemnify, protect and hold harmless DEO and the State of Florida from all claims, suits, costs and losses, unless such claims, suits, costs and losses are the result of acts or omissions of DEO. Partnership acknowledges that it has accepted, by virtue of this Agreement, full responsibility for the costs, work and timely completion of the GMS Projects and has agreed to indemnify TSA as provided under Section 7 hereof. In addition to the indemnities provided in Section 7 or otherwise in this Agreement, Partnership shall defend, indemnify and hold harmless TSA from and against any and all Adverse Consequences arising from or as a result of, or in connection with, any action or claim by DEO or the State of Florida under the indemnity provisions of the DEO Agreement, provided, however, that Partnership is not obligated to indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of TSA, and provided further that with

respect to any indemnity claim of DEO against TSA for which TSA seeks indemnity against Partnership, TSA shall have the same obligations to Partnership as DEO has to TSA under the DEO Agreement's indemnity provisions and Partnership shall have the same rights as TSA under those provisions.

(3) The DEO Agreement may require TSA, as the Applicant, to ensure that contracts entered into by TSA or Partnership in connection with the GMS Projects, contain certain provisions requiring compliance with certain requirements, including the DEO Agreement and all applicable laws, including, but not limited to, the Florida Public Records Act, applicable regulations, audit, accounting, performance and reporting requirements, confirming their independent status and disavowing any agency, joint venture, partnership or similar status with DEO or the State of Florida. Partnership agrees to insert or cause to be inserted into all of its contracts relating to the GMS Projects, effective as of the date determined by DEO to be appropriate, all provisions that are required of TSA and its contractors under the DEO Agreement and as required or requested by DEO to ensure that no condition exists among such contracts or contractors that would violate the DEO requirements or cause TSA to be in violation thereof.

(4) The DEO Agreement will require that TSA, as the Applicant, retain and maintain certain enumerated and identified records and types of records, relating to the expenditure of State or DEO funds, for the GMS Projects and to the DEO Agreement, in accordance with generally accepted procedures, and that those records be made available to DEO or other enumerated governmental agencies or offices; and that TSA comply with certain audit requirements and standards. Partnership agrees to fully and promptly comply with any request by TSA or DEO for such records, to maintain and provide such records at its cost, and to require its



contractors, subcontractors, agents and consultants to comply with such requirements and requests by DEO.

(5) In addition to the requirements identified in this Section 8. B(1) through (4), the DEO Agreement may include numerous other requirements of TSA, as the Applicant, and its contractors. Partnership agrees that, because of the obligations it has assumed in this Agreement pertaining to the design, construction, management and payment for the GMS Projects, it shall take all actions and provide all assistance necessary, as reasonably determined by TSA, for the satisfactory completion by TSA of all requirements of TSA, as Applicant, under the DEO Agreement. In addition, Partnership agrees to reimburse TSA on an annual basis for all out of pocket expenses and fees reasonably incurred by TSA during the certification and funding process and thereafter arising from and in accordance with requirements imposed upon TSA, as the Applicant, under the DEO Agreement, said costs and fees to be shared between TSA and Partnership in the manner as provided for under Section 14.C. hereof. Further, Partnership shall defend, indemnify and hold harmless the Indemnitees from and against any Adverse Consequences arising from or as a result of, or in connection with, any action or claim by a third party, including but not limited to DEO, the State of Florida or any other party resulting partially or wholly from or in connection with any negligent act or omission, breach of contract or default by Partnership, its agents, contractors or subcontractors with respect to any of its obligations set forth in this Section 8 or arising from or relating to the DEO Agreement; provided, however, that the duty to indemnify shall not apply with respect to any claim resulting from the negligent acts or omissions of TSA.

C. In the event of the occurrence of any requirement for indemnification by Partnership under this Section 8, the process, terms and

procedures for indemnification set forth in Section 7, D.,E.,F.,G. and H. shall apply.

**3. Effect of First Amendment on FRA.** All other terms and conditions of the FRA not modified herein, shall remain in full force and effect.

**4. First Amendment Effective Date.** This First Amendment shall become effective on the date upon which it has been executed by all Parties.

*[signatures appear on the next page]*

IN WITNESS WHEREOF, the Parties hereto have signed and dated this First Amendment as of the day and year first above written.

TAMPA SPORTS AUTHORITY

NEW YORK YANKEES

By: 

By: Martinique Holdings, Inc.

Name: Eric Hart

By:   
Harold Z. Steinbrenner, President

Title: President/CEO

Date signed: 10/25/10

Title: Managing General Partner

Date signed: 10/25/10

Approved as to Form and Legality  
As to Tampa Sports Authority

  
Steven A. Anderson, General Counsel

ATTEST:

CLERK OF THE CIRCUIT COURT

HILLSBOROUGH COUNTY.

FLORIDA

By:   
Deputy Clerk  
Date signed: 10/28/10



By:   
Lesley "Les" Miller Jr., Chair

Hillsborough County Board of  
County Commissioners

Date signed: 10/28/10

Approved, as to Form and Legality  
as to Hillsborough County

  
Samuel S. Hamilton  
Senior Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS  
HILLSBOROUGH COUNTY FLORIDA  
DOCUMENT NO. 114-1143



## CERTIFICATION OF AUTHENTICITY

The undersigned officer of the Tampa Sports Authority does hereby certify that the attached document is a true and authentic copy of the Approval of Extension of Date of Certification of the New York Yankees Facility Renovation Agreement by and between the Tampa Sports Authority, Hillsborough County and the New York Yankees dated December 22, 2016 as maintained in the official records of the Tampa Sports Authority, an Independent Special District of the State of Florida.

Dated this 29<sup>th</sup> day of August, 2018, in Tampa, Florida.

A handwritten signature in blue ink, reading 'Eric D. Hart', is written over a horizontal line.

Eric D. Hart, President/CEO  
Tampa Sports Authority

**APPROVAL OF EXTENSION OF DATE OF CERTIFICATION**

The undersigned, as the President and CEO of the TAMPA SPORTS AUTHORITY, ("TSA"), the County Administrator of HILLSBOROUGH COUNTY, FLORIDA ("County") and the authorized signator for the NEW YORK YANKEES PARTNERSHIP, an Ohio limited Partnership ("Partnership") do hereby certify as follows:

1. On or about the 20th day of April, 2016, TSA, County and Partnership entered into a NEW YORK YANKEES FACILITY RENOVATION AGREEMENT (the "FRA") relating to the design, construction and financing of certain renovations and improvements to Partnership's spring training facilities in Tampa, Florida; and

2. On the same date, the foregoing parties entered into certain other related agreements, including an Amended and Restated George M. Steinbrenner Field License Agreement, and an Amended and Restated Himes Player Development Complex License Agreement (the "Renovation Documents"); and

3. The FRA contains, at Section 14 A. thereof, the following provision:

"A. TSA and County acknowledge that the completion of the Projects contemplated by this Agreement will serve a paramount public purpose. As a result, within 30 days following the execution and delivery of this Agreement and the delivery to TSA of a fully and correctly completed application and all documents and information required or requested by the State of Florida and any documentation reasonably requested by TSA, TSA or County shall file an application as deemed appropriate by the Applicant, for certification pursuant to Section 288.11631, Florida Statutes, for retention of a Major League Baseball spring training baseball franchise. The Parties agree that the rights and obligations arising from and under this Agreement, including but not limited to, the obligation of Partnership to construct and fund the Projects, the obligation of TSA to reimburse Partnership as provided for in this Agreement, and the obligation to provide for the financing of such reimbursement provided for in Section 3.F. of this Agreement, shall be contingent upon TSA's or County's receipt of certification to receive State funding for a facility for a spring training franchise pursuant to Section 288.11631, Florida Statutes, in an amount sufficient to generate at least \$13,635,250 (in the estimation of the County's Financial Advisor based on market conditions then existing) in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs estimated to total \$489,750 as described in Section 3.H. of this Agreement (the "Minimum Amount") and execution of an agreement by TSA or County and DEO providing for, among other things, an award of State funding to be distributed which award is sufficient to generate at least the Minimum Amount (collectively, the "Certification"). Should the Certification fail to occur on or before September 1, 2016, or up to sixty (60) days thereafter if approved by Partnership, TSA and the County Administrator of County, the Renovation Documents shall be

automatically terminated, and shall be null and void, unless otherwise mutually agreed in writing by all Parties or unless Partnership elects to prevent such termination as provided below. The foregoing notwithstanding, in the event the Certification is to receive State funding in an amount less than the Minimum Amount, Partnership shall have the right to prevent the termination of the Renovation Documents by agreeing to provide additional funds to offset the insufficiency by providing TSA and County written notice thereof within thirty (30) days following the Certification. In the event Partnership exercises such right, the first (\$35,765.396) and third (\$13,635,250) monetary amounts provided for in Section 2.D. of this Agreement shall be deemed to be reduced by, and the third (\$659,305) monetary amount provided for in the twelfth recital clause and the first (\$659,305) monetary amount provided for in Section 3.A. of this Agreement shall be deemed to be increased by, the difference between \$13,635,250 and the monetary amount in net proceeds from the issuance of the Bonds payable from the State Sales Tax Payments after underwriting discount, issuance costs and certain pre-development costs resulting from the actual award from the State in the estimation of County's Financial Advisor based on market conditions then existing."

4. It is anticipated that the Certification, as defined in and contemplated by said section 14 A., will not occur by September 1, 2016, through no fault of the TSA, the County or the Partnership; and

5. Partnership has requested and the President and CEO of TSA and the County Administrator of County desire to provide for the extension of the term of the FRA and the Renovation Documents for sixty (60) days by approving the extension of the date by which the Certification must occur from September 1, 2016 to October 31, 2016;

6. In accordance with the provisions of Section 14.A of the FRA, the undersigned do hereby approve a sixty (60) day extension (from September 1, 2016 to October 31, 2016) of the date by which the Certification must occur.

IN WITNESS WHEREOF, we have hereunto affixed our official signatures on the dates indicated below.

**TAMPA SPORTS AUTHORITY**

By:   
Eric Hart

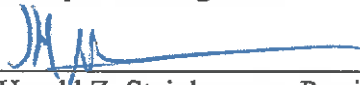
Title: **President/CEO**  
Date signed: 8/23/16

*Approved as to Form  
as to Tampa Sports Authority*


  
*Steven A. Anderson, General Counsel*

**NEW YORK YANKEES PARTNERSHIP,  
an Ohio limited partnership**

By: Martinique Holdings, Inc.

By:   
Harold Z. Steinbrenner, President

Title: **Managing General Partner**  
Date signed: 08/23/16

By:   
Michael S. Merrill  
Hillsborough County  
Title: **County Administrator**  
Date signed: 8/24/16

*Approved as to Form  
as to Hillsborough County*

  
*Samuel S. Hamilton  
Senior Assistant County Attorney*

TSA v.3 8-10-16



# SECTION 3 ION

**COST-BENEFIT  
ANALYSIS**



# New York Yankees Spring Training Facility Tampa, Florida

## 2018 Economic Impact Report

New York Yankees Spring Training games, events and/or activities (“Yankees Spring Training”) is vital to the health and vibrancy of the economy of Hillsborough County. Demonstrating this impact, the following information has been compiled with certain specific data (e.g., purpose of attendee visits) and methodologies from the 2009 Major League Baseball Florida Spring Training Economic Impact Study Report (“MLB Impact Study”) published in June of 2009 by the Florida Sports Foundation and the Bonn Marketing Research Group, Inc. The information contained herein represents the estimated Economic Impact to Hillsborough County and the Tampa Bay region as a result of the Direct Spending on accommodations, restaurants, groceries, shopping, entertainment and transportation (“Direct Spending”) associated with Yankees Spring Training in 2018 in a manner consistent with the MLB Impact Study as updated with 2018 spending statistics.

➤ **Attendance:**

Yankees Spring Training Season	Total Attendance	Number of Home Games	Average Attendance Per Home Game
2018	158,104	16	9,882

➤ **Attendee Purpose:**

- Attendees are separated into five (5) distinct categories:

**(1) Out-of-State-Primary Purpose:** A visiting party from outside of Florida that came to the area expressly for Yankees Spring Training.

**(2) Out-of-State-Other Purpose:** A visiting party from outside of Florida that came to the area for another purpose, but attended Yankees Spring Training.

**(3) Non-County-Primary Purpose:** A visiting party in attendance from another County in Florida that visited expressly for Yankees Spring Training.

**(4) Non-County-Other Purpose:** A visiting party to Hillsborough County for another purpose, but attended Yankees Spring Training.

**(5) Local:** A Hillsborough County resident.

<b>Out-of-State-Primary Purpose</b>	
Approximately 23.12% are Out-of-State Primary Purpose	36,554
Number of Out-of-State Parties (Average party size = 3 people)	12,185
Cumulative number of nights stayed (Average stay is 7.53 nights)	91,750
Average spend per Party, per day	\$479.73
Estimated Direct Spending for Out-of-State Primary Purpose	\$44,015,327
<b>Out-of-State-Other Purpose</b>	
Approximately 24.94% are Out-of-State Other Purposes	39,431
Number of Out-of-State Parties (Average party size = 3.08 people)	12,802
Cumulative number of nights stayed (Average stay is 9.66 nights)	123,670
Average spend per Party, per day	\$339.77
Estimated Direct Spending for Out-of-State Other Purpose	\$42,019,893
<b>Non-County Primary Purpose</b>	
158104 Approximately 24.22 % are Non-County Primary Purpose	38,293
Number of Non-County Parties (Average party size = 2.81 people)	13,627
Cumulative number of nights stayed (Average stay is .39 nights)	5,315
Average spend per Party, per day	\$221.89
Estimated Direct Spending for Non-County Primary Purpose	\$1,179,287
<b>Non-County Other Purpose</b>	
Approximately 3.55% are Non-County Other Purpose	5,613
Number of Non-County Parties (Average party size = 2.68 people)	2,094
Cumulative number of nights stayed (Average stay is 3.36 nights)	7,037
Average spend per Party, per day	\$269.80
Estimated Direct Spending for Non-County Other Purpose	\$1,898,563
<b>Local</b>	
Approximately 24.17% are Local Attendees	38,214
Average spend per Local Attendee, per day	\$50.00
Estimated Direct Spending for Local attendees	\$1,910,687
<b>Estimated Total Direct Spending by Attendees</b>	<b>\$91,023,757</b>

➤ **Indirect & Induced Effects:**

Using the Total Direct Spending in the above chart, the indirect and induced effects were estimated using multipliers based on the IMPLAN system. These multipliers are specific to the local market and are used to estimate a total economic impact resulting from Direct Spending. Indirect effect indicates the secondary impact caused by changing input of needs in directly affected industries, and induced effect is caused by the changes in household spending due to additional employment generated.

As the following chart indicates, the total Economic Impact from Direct Spending as a result of the 2018 Yankees Spring Training is estimated to be **\$166,204,537**.

	Direct Spending	Indirect	Induced	Total Economic Impact	Multiplier
Out-of-State Primary Purpose	\$44,015,327	\$15,069,733	\$20,923,010	\$80,008,070	1.8
Out-of-State Other Purpose	\$42,019,893	\$14,391,066	\$20,494,484	\$76,905,444	1.8
Non-County Primary Purpose	\$1,179,287	\$423,614	\$568,584	\$2,171,485	1.8
Non-County Other Purpose	\$1,898,563	\$648,931	\$983,921	\$3,531,415	1.9
Local Attendees	\$1,910,687	\$612,460	\$1,064,976	\$3,588,123	1.9
<b>Total</b>	<b>\$91,023,757</b>	<b>\$31,145,804</b>	<b>\$44,034,975</b>	<b>\$166,204,537</b>	

➤ **Zip Code Analysis:**

Using information from a sample of 12,703 buyers who purchased tickets to Yankees Spring Training in 2018, a zip code analysis was conducted in order to find out where these buyers came from (*i.e.*, geographic locations). The analysis indicated the following buyer breakdown:

- States Other than Florida – 60.3%
  - 38.9% from Northeast (CT, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VT)
  - 21.4% from states other than Northeast
- Florida – 37.3%
  - Hillsborough – 34.2%
  - Pinellas – 13.1%
  - Pasco – 8.2%
  - Orange – 4.7%
  - Manatee – 3.5%
  - Sarasota – 2.8%
  - Other Counties – 33.5%
- International – 2.4%
  - Includes buyers from Australia, Argentina, Belgium, Canada, Denmark, Great Britain, Japan, Mexico, Netherlands, Panama and Sweden



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**CONTRACTS OVER \$250,000**

Company Name	Address	Contract Amount
American Seating Company	401 American Seating Center NW Grand Rapids, Michigan 49504	\$955,472.40
Convention Sports & Leisure International, LLC d/b/a Legends Project Development (CSL, LLC)	7501 Lone Star Suite 200, Plano, Texas 35024	\$600,000.00
McEnany Roofing, Inc	8803 Industrial Drive, Tampa, Florida 33637	\$369,488.00
Populous, Inc	4800 Main Street Suite 300, Kansas City, Missouri 64112	\$1,585,000.00
Turner Construction Company	135 West Central Blvd Suite 950, Orlando, Florida 32801	\$24,935,019.00



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**288.1131, F.S.  
CERTIFICATION COMPLIANCE**



Written evidence that TSA continues to meet the certification criteria in effect when TSA was certified pursuant to section 288.11631, F.S. (2015):

- a) A "unit of local government" as defined in s. 218.369 is responsible for the acquisition, construction, management, or operation of the facility for a retained spring training franchise or holds title to the property on which the facility for a retained spring training franchise is located.

***Yes, the Tampa Sports Authority is the landlord for George M. Steinbrenner Field which is owned by Hillsborough County.***

- b) The applicant has a verified copy of a signed agreement retained spring training franchise for the use of the facility for a term of at least 20 years.

***Yes, the verified signed George M. Steinbrenner License Agreement, dated April 20, 2016, with addendum and amendment is provided in section 2 of this Annual Report.***

- c) The applicant has a financial commitment to provide 50 percent or more of the funds required by an agreement for the acquisition, construction, or renovation of the facility for a retained spring training franchise. The agreement can be contingent upon the awarding of funds under this section and other conditions precedent to use by the spring training franchise.

***Yes, the financial commitment is demonstrated in the George M. Steinbrenner Field License Agreement, dated April 20, 2016, as provided in section 2 of this Annual Report.***

- d) The facility for a retained spring training franchise will attract a paid attendance of at least 50,000 persons annually.

***Yes, the Authority has the following attendance records for Spring Training seasons:***

2017 155,962

2018 158,104

- e) The facility for a spring training franchise is located in a county that levies a Tourist Development Tax under F.S. 125.0104.

***Yes, Hillsborough County levies a Tourist Development Tax***



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**288.1167, F.S.  
COMPLIANCE**



# New York Yankees®

EXECUTIVE OFFICES  
YANKEE STADIUM  
BRONX, NEW YORK 10451  
(718) 293-4300



GEORGE M. STEINBRENNER FIELD  
1 STEINBRENNER DR.  
TAMPA, FLORIDA 33614  
(813) 875-7753  
(813) 281-0942 FAX

August 6, 2018

Eric Hart  
President/CEO  
Tampa Sports Authority  
4201 N. Dale Mabry Highway  
Tampa, Florida 33607

**RE: Compliance with Florida Statute 288.1167(3)**

Dear Mr. Hart:

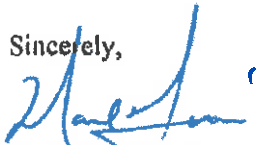
The New York Yankees Partnership ("Partnership") hereby certifies that it is in compliance with Florida Statute 288.1167(3) at the Partnership's Spring Training Facility, located in Tampa, Florida and comprised of George M. Steinbrenner Field and the Himes Player Development Complex ("Facility"). This statute requires the Partnership to award at least 15 percent of its operational service contracts at the Facility to women or minority business enterprises ("WMBE") or to a minority person as those terms are defined in Florida Statute 288.703.

As proof of compliance, the Partnership submits the attached documentation ("Exhibit A") which lists the Partnership's operational service vendors at the Facility, as well as denoting those that are WMBE or minority persons.

As indicated in Exhibit A, the total percent of WMBE or minority person vendors contracted by the Partnership at the Facility is **30.56%**, well above the statutorily required percentage.

Should you need anything further on this matter, please do not hesitate to contact me.

Sincerely,

  
Manuel Garcia, Esq.  
Florida Counsel

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Sworn to (or affirmed) and subscribed before me this 6 day of August, 2018 by Manuel Garcia.

Notary Signature: Dawn Galuska

Notary Name or Stamp: \_\_\_\_\_

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



Dawn Galuska  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG009003  
Expires 7/15/2020

## EXHIBIT A

### NEW YORK YANKEES SPRING TRAINING FACILITY

- George M. Steinbrenner Field & Himes Player Development Complex -

Tampa, Florida

#### Operational Service Vendors

#	Vendor Name	WMBE/Minority Person
1	A&A Electric	✓
2	A&B Aquatics	
3	Advent Technology Group, Inc	✓
4	Alliance Air Solutions Inc.	
5	American Visual Brands, LLC	
6	Bayside Carpet Cleaning	✓
7	BCH Mechanical	
8	Complete Reel Grinding	
9	Cosgrove Enterprises, Inc	
10	Cox Fire Protection, Inc.	✓
11	Daktronics, Inc.	
12	Deere Credit Inc.	
13	DTN, LLC	
14	Eagle Services Inc.	
15	ESS Global Corporation	
16	Experience Tree Service Corp	✓
17	Fabian Food Service Equipment	✓
18	Gem Supply Co., Inc.	
19	High Rise Window Cleaning	
20	Hughes Exterminators	
21	Lee Fisher International, Inc.	✓
22	Pacesetter Personnel Services	
23	Pinch A Penny Pool Service	
24	Plumbing Connection Services	
25	Ring Power Corporation	
26	RMP Sod & Landscaping, Inc.	✓
27	Schindler Elevator Corporation	
28	ServiceOne Building	✓
29	Siemens Industry, Inc.	
30	Signs USA	✓
31	Southeast Drilling Services, Inc.	
32	Suncoast Safe & Lock	
33	Sunshine Forklift, Inc.	✓
34	Venuesmart	
35	Water Boy, Inc.	
36	Water-Genius of Tampa	

#### Operational Service Vendor Summary

Total Vendors	36
Total WMBE/Minority Person Vendors	11
% of WMBE/Minority Person Vendors	30.56%



July 16, 2018

Anthony Bruno  
Senior Vice President  
New York Yankees Partnership  
George M. Steinbrenner Field  
1 Steinbrenner Drive  
Tampa, Florida 33614

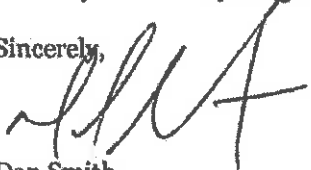
RE: Florida Statute 288.1167(1)

Dear Mr. Bruno:

As the concessionaire for George M. Steinbrenner Field in Tampa, Florida ("GMS Field"), Legends Hospitality, LLC ("Legends") has been advised of Florida Statute 288.1167(1) and its applicability to certain food and beverage operations at GMS Field. In connection with the aforementioned statute and its operations at GMS Field, Legends, where applicable, makes all good faith efforts to award contracts for services to minority business enterprises as defined in Florida Statute 288.703 on the same terms and conditions as any other vendor or service providers, as well as in accordance with the minority business enterprise procurement goals set forth in Florida Statute 287.09451.

Should you need anything further on this matter, please do not hesitate to contact me.

Sincerely,

  
Dan Smith  
President, Hospitality

STATE OF:   NJ    
COUNTY OF:   Essex  

Sworn to (or affirmed) and subscribed before me this 16th day of July 2018 by Dan Smith.

Notary Signature: Margaret A. Keenan  
Notary Name or Stamp: \_\_\_\_\_  
*Embossed Hereon is My  
State of New Jersey Notary Public Seal  
My Commission Expires December 16, 2019  
MARGARET A. KEENAN*

Personally Known:  OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_



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**TAMPA SPORTS AUTHORITY  
CHAIR OF THE BOARD OF  
DIRECTORS CERTIFICATION**



August 29, 2018

Katherine Morrison, CPM, FCCM  
Manager of Strategic Industry Partnerships  
Division of Strategic Business Development  
Florida Department of Economic Opportunity  
107 E. Madison Street, MSC 80  
Caldwell Building  
Tallahassee, FL 32399

**RE: 2018 DEO Annual Report**

Dear Ms. Morrison,

This letter is intended to satisfy one of the annual reporting requirements of the contract between the Department of Economic Development Opportunity (DEO) and the Tampa Sports Authority (TSA).

In your letter dated June 25, 2018, requirement # 7 identifies that the *"Chair of the Board of Directors of TSA is required to certify that all information and documentation contained in the annual report and submitted to DEO is true and correct"*.

Therefore, I certify that to the best of my knowledge, all information and documentation provided in the TSA's Annual Report to DEO is true and correct.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joy Mang". The signature is fluid and cursive.

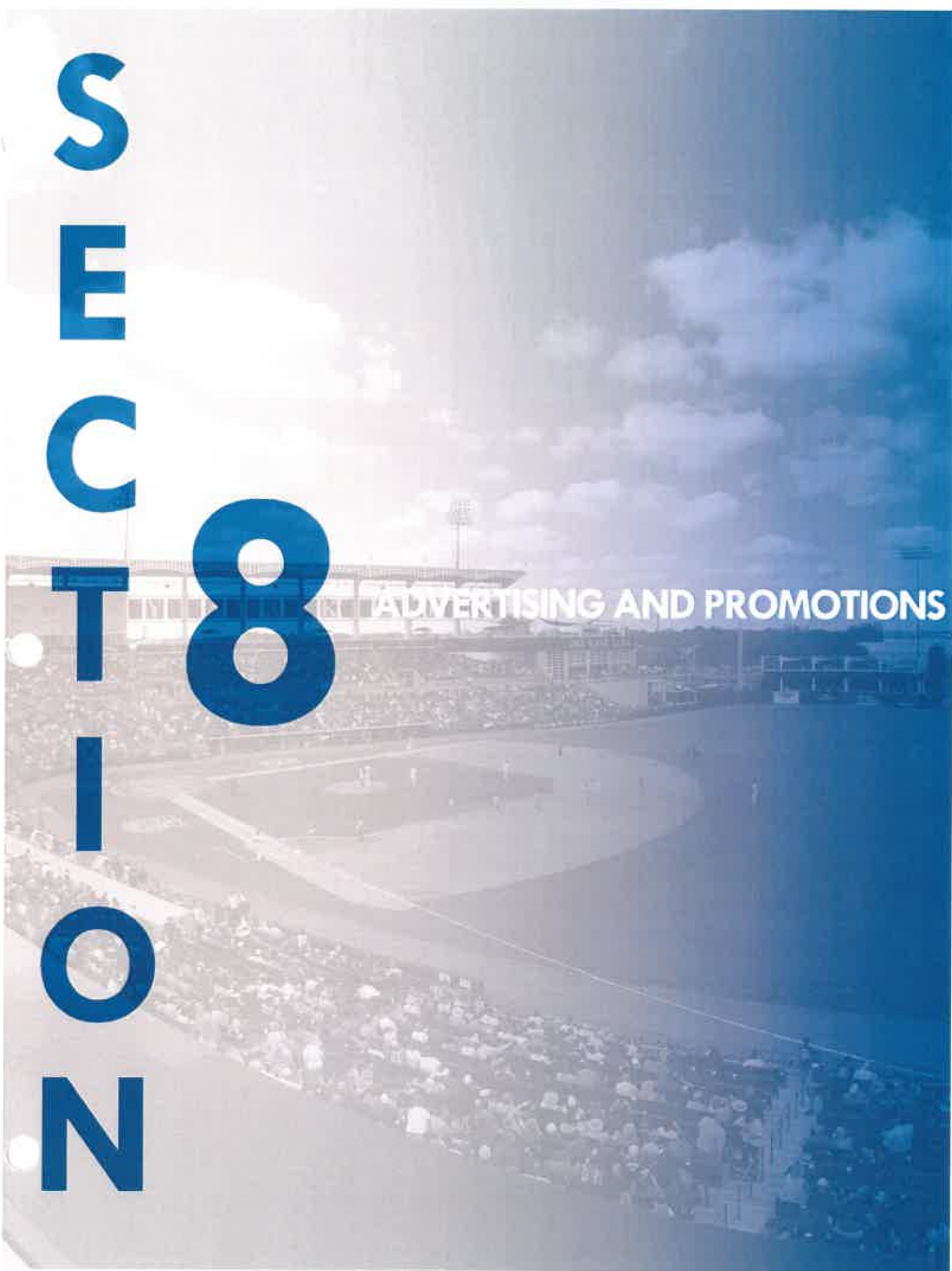
Chairman of the Board



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**ADVERTISING AND PROMOTIONS**



# NEW YORK YANKEES SPRING TRAINING REACH

## GLOBAL FAN BASE

New York Yankees Broadcast | Television | Radio

- Since 2002 the Yankees Entertainment and Sports Network (“YES”) has been the most watched Regional Sports Network in the country 14 out of 16 years.
- Regular season Yankees games on YES are attracting 500,000 viewers per game.
- Approximately 40 nationally televised regular season games per season since 2011.
- In addition to the YES Network, visiting teams will also broadcast New York Yankees regular season home games back to their respected cities.
- Each year ESPN highlights a Yankees Spring Training game as their game of the week. Yankees Spring Training highlights regularly seen on ESPN SportsCenter, MLB Network and FOX Sports 1.
- Select New York Yankees Spring Training games have been broadcast internationally.
- The Yankees have one of MLB’s largest radio audiences with over 700,000 listeners per game on WFAN (AM and FM).

**yankees.com**<sup>™</sup>

- Over 1,400,000 registered users
- 8,600,000 Facebook followers
- 3,300,000 Twitter followers
- 1,600,000 Instagram followers

**Yankees.com ranks #1 among all 30 MLB teams’ sites for the following:**

- Monthly Unique Visitors
- Total Visits

**International Visitors, with the five (5) top countries as follows:**

- Canada
- Taiwan
- Mexico
- Dominican Republic
- United Kingdom



# NEW YORK YANKEES SPRING TRAINING SOCIAL MEDIA REACH

[gmsfield.com](http://gmsfield.com)

- More than 67,000 users per year
- 174,000 annual page views



George M. Steinbrenner Field  
@GMSField



Steinbrenner Field  
@GMSField



George M. Steinbrenner Field  
@GMSField

[TarponsBaseball.com](http://TarponsBaseball.com)

- More than 360,000 visitors per year



Tampa Tarpons  
@TampaTarpons



Tampa Tarpons  
@TampaTarpons



Tampa Tarpons  
@TampaTarpons

**West Villages Improvement District  
(Atlanta Braves)**

# WEST VILLAGES IMPROVEMENT DISTRICT

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STATE OF FLORIDA  
DEPARTMENT OF ECONOMIC OPPORTUNITY  
SPRING TRAINING PROGRAM  
ANNUAL REPORT

2018

For the Year Ending August 31, 2018



# Table of Contents

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1. Local, State, and Team Funded Expenses
2. Spring Training Facility Agreements
  - i. *Non-Relocation Agreement* dated May 23, 2017 by and between ANLBC, the County, and WVID
  - ii. *Facility Operating Agreement* dated May 23, 2017 by and between ANLBC and the County
  - iii. *Joinder of Braves Florida RentCo, LLC (Facility Operating Agreement)* dated December 21, 2017 by and between RentCo and acknowledged and agreed to by ANLBC and the County
  - iv. *Interlocal Agreement Regarding Spring Training Stadium Financing Obligations* dated July 27, 2017 by and between the City and WVID
  - v. *Interlocal Agreement Between Sarasota County and West Villages Improvement District* dated September 12, 2017 by and between the County and WVID
  - vi. *Addendum to Agreements Concerning ANLBC Facility in Sarasota County* dated September 19, 2017 by and between ANLBC, the County, the City, WVID, Manasota Beach Ranchlands, LLLP, Calben (US) Corporation, and DEO
3. Cost-Benefit Analysis
4. List of Contracts Over \$250,000
5. Certification of Continuing Compliance with Section 288.11631, *Florida Statutes* (2017)
6. Certification of Compliance with Section 288.1167, *Florida Statutes* (2017)
7. Advertising and Promotions of the Stadium Facility
8. Certification of Accuracy of Annual Report by District Chairman

# 1. Local, State, and Team Funded Expenses

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Pursuant to Section 4(h)(1) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a detailed accounting of all local and state funds expended to date on the project as of the date of submission of this Annual Report. In addition to this detailed accounting, WVID must submit a summary of all local, state, and private funds expended on the project as of the date of submission of this Annual Report.

Prior to the financing closing date, the Atlanta National League Baseball Club, LLC (“ANLBC”) directly contributed \$5,381,903.88 of private monies toward the design and construction of the project. Thereafter, in conjunction with its financing of the project, WVID entered into that certain *Custodian and Depositary Agreement*, dated December 21, 2017, by and between WVID, Sarasota County (the “County”), ANLBC, and U.S. Bank National Association as collateral agent and depositary bank (the “Custodian Agreement”). Pursuant to the Custodian Agreement, the District established three (3) separate bank accounts to hold the construction funding for the project- a County Construction Subaccount, a State Sales Tax Bonds Construction Subaccount, and a Construction Account (collectively, hereinafter referred to as the “Accounts”).

Please see the below chart for a summary of the amounts deposited into each of the Accounts, and the amounts disbursed from each Account through the date of this Annual Report.

[Continued on Next Page]

**Accounting of Construction Funds Disbursed Relative to Project to Date\***

<u>Account</u>	<u>Instrument</u>	<u>Designation</u>	<u>Proceeds</u>	<u>Amounts Disbursed**</u>
<i>n/a</i>	Cash Contribution Prior to Financing Closing Date	Private Funds	\$5,381,903.88	\$5,381,903.88
<i>County Construction Subaccount</i>	Sarasota County, Florida Capital Improvement Revenue Bonds, Series 2017 (Federally Taxable)	Local Funds	\$21,262,000	\$21,383,498.86
<i>State Sales Tax Bonds Construction Subaccount</i>	West Villages Improvement District Taxable Florida State Sales Tax Payments Revenue Bonds (Atlanta Braves Spring Training Facility), Series 2017A	Local Funds***	\$13,543,589.83	\$13,673,392.67
<i>Construction Account</i>	Cash Contribution	Private Funds	\$4,700,000	\$5,627,215.94
	Cash Contribution	Private Funds	\$23,482,216.05	
	Cash Contribution	Local Funds	\$4,700,000	
	West Villages Improvement District Senior Secured Notes, Series 2017B (Atlanta Braves Spring Training Facility)	Local Funds****	\$27,500,000	

\*Amounts are accurate as of 8/27/2018.

\*\* Amounts disbursed may be higher than contribution amount due to earnings on investments retained in the respective Accounts.

\*\*\*These bonds (which constitute local funds) are secured by annual payments made by the Department of Revenue pursuant to section 212.20(6)(d)6.e, *Florida Statutes*, which constitute state funds.

\*\*\*\*These notes (which constitute local funds) are secured by annual lease payments made by ANLBC, which constitute private funds.

To date, funds disbursed for the project construction total \$46,066,011.35 and were largely utilized to compensate the project architect, construction contractor, and other vendors for their services and/or materials provided pursuant to their respective contracts with WVID. Copies of all requisitions are available from WVID upon request.

## 2. Spring Training Facility Agreements

## NON-RELOCATION AGREEMENT

This Non-Relocation Agreement (this "**Agreement**") is made and entered into as of this \_\_\_ day of May, 2017 by and among Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the "**County**"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended ("**WVID**") and Atlanta National League Baseball Club, LLC, a Georgia limited liability company ("**ANLBC**"). The County, WVID and ANLBC shall be referred to herein jointly as the "**Parties**" and each, individually, as a "**Party**".

### RECITALS

WHEREAS, ANLBC is the owner and operator of the Major League Baseball franchise known as the Atlanta Braves ("**Team**").

WHEREAS, contemporaneously with the execution of this Agreement, (i) the County and ANLBC, have entered into a Facility Operating Agreement (the "**Facility Operating Agreement**") providing for the operation and management of the Facility by ANLBC; and (ii) the County, ANLBC, WVID, the City of North Port, a Florida municipal corporation ("**City**"), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership ("**Developer**"), and Calben (US) Corporation, a Delaware corporation ("**Developer Guarantor**") have agreed to enter into a Development Agreement providing for the design, development, construction and financing and administration of the Facility as described therein on the Facility Site (the "**Development Agreement**"). Capitalized terms used but not defined in this Agreement have the meanings set forth in the Facility Operating Agreement.

WHEREAS, as a material inducement to (i) the County to enter into the Facility Operating Agreement and (ii) the County, City, WVID, Developer and Developer Guarantor to enter into the Development Agreement, ANLBC has agreed to enter into this Agreement to assure that the Team will play its Grapefruit League Home Games at the Facility for the Term and on the other terms and conditions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. **Definitions.**

"**Alternate Site Condition**" shall mean the existence of any one of the following conditions:

- i. MLB determines the condition of the Facility is or reasonably is expected at the scheduled time of any Grapefruit League Home Games to be (e.g., due to an impending or recently occurring storm) such that MLB Rules and Regulations (including, without limitation, a specific MLB directive) prohibits the playing of Grapefruit League Home Games at the Facility in a written direction, declaration or ruling addressed to ANLBC and provided ANLBC has forwarded a copy of such written direction, declaration or ruling to the County and WVID;



- ii. all or a Significant Portion of the Facility is damaged or destroyed by fire or other casualty as described in Section 25 of the Facility Operating Agreement;
- iii. all or a Significant Portion of the Facility is being utilized for disaster preparedness, disaster response or shelter as described in Section 19 of the Facility Operating Agreement; or
- iv. a Governmental Authority determines the use or occupancy of any material portion of the Facility is (a) not permitted under any Applicable Law or (b) is unsafe for customary usage.

“**ANLBC Personnel**” shall mean the individual officers, directors, partners, shareholders, members, employees and agents of ANLBC and their Affiliates.

“**Bankruptcy Code**” shall mean the United States Bankruptcy Code.

“**Final Order**” shall mean when a court of competent jurisdiction determines, in a final and non-appealable order, that ANLBC has breached its covenants under Section 2 of this Agreement.

“**Infrastructure**” shall mean the off-Facility Site roadway design, permitting and construction to facilitate ingress and egress to the Facility Site meeting all applicable governmental standards and requirements, and wastewater and water infrastructure design, permitting and construction, bringing utilities (stubbed to the Facility Site) to serve the Facility for its intended purpose, as will be more particularly described in the Development Agreement, to be performed, or caused to be performed by Developer as provided in this Agreement.

“**Liquidated Damages**” shall mean the sum of (a) the outstanding balance of principal and interest of the WVID Debt as well as any required call premiums; provided, however, that if the WVID Debt is not callable, the amount required to fully fund an escrow to pay-off the WVID Debt on the first call date plus all required debt service payments plus any required call premiums through the call date, (b) the present value of all unpaid ANLBC payments to the Capital Maintenance Fund due and payable for the remainder of the Term under the Facility Operating Agreement, (c) the amount required to pay-off the County Bonds including the amount of outstanding principal and interest as well as any required call premiums; provided, however, that if the County Bonds are not callable, the amount required to fully fund an escrow to pay-off the County Bonds on the first call date plus all required debt service payments plus any required call premiums through the call date, (d) the lesser of (x) the amount required to reimburse Developer and WVID for Infrastructure and (y) the then unamortized amount of Infrastructure (based on actual depreciation in accordance with the applicable financial statements for the first five years, then thereafter straight-line depreciation over a subsequent period of 25 years), (e) in the event that the County will not continue to use the Facility as a ballpark, the expense required by Developer to gain repossession of the land plus the cost to clear the ballpark from the Facility Site, (f) any amounts outstanding related to the design and/or construction agreements for the project, to which WVID is a party, and (g) any additional

professional costs incurred by Developer and WVID as a result of any Non-Relocation Default. Present value for purposes of this paragraph shall be calculated by utilizing a discount rate of two and a half (2.5) percent.

“**Non-Relocation Default**” shall mean any breach by ANLBC of any of the terms, covenants or agreements of Section 2 of this Agreement.

“**Non-Relocation Covenants**” shall mean the collective covenants made by, and obligations imposed on, ANLBC pursuant to Section 2 of this Agreement.

“**Non-Relocation Term**” shall mean the term of this Agreement, commencing with the funding of the County Bonds and WVID Debt and ending on the termination of this Agreement pursuant to Section 5.4 of this Agreement.

2. Covenant to Play Grapefruit League Home Games at the Facility. In compliance with Section 288.11631(2)(a)2., Florida Statutes, the County covenants and agrees not to amend the Facility Operating Agreement in a manner which would permit the use of the Facility by ANLBC for a team that is less than the length of the term of the State Sales Tax Payment Bonds. Subject to Section 3 of this Agreement, ANLBC covenants and agrees that throughout the Non-Relocation Term, as applicable:

2.1 ANLBC shall maintain and operate the Facility in the County;

2.2 the Team shall play all of its scheduled Grapefruit League Home Games at the Facility; and

2.3 ANLBC (a) shall not enter into any contract or agreement, or make any request or application to MLB, to (i) relocate or operate its Spring Training facility outside of the County in violation of Section 2.1 or (ii) have the Team play any Home Game in any location other than the Facility in violation of Section 2.2; and (b) shall not (i) entertain any offer or proposal to relocate the Team to a location other than the Facility, (ii) solicit an offer or proposal from any Person to enter into discussions regarding moving the Team to a location other than the Facility, (iii) enter into negotiations with third parties concerning the relocation of the Team to a location other than the Facility, or (iv) otherwise attempt to cause the playing of Grapefruit League Home Games at a location other than the Facility, except as provided in Section 3.

3. Exceptions.

3.1 Notwithstanding the provisions of Section 2, the Team shall be permitted to play what would otherwise be a Home Game at a location other than the Facility in the event of an Alternate Site Condition; provided, however, that ANLBC shall not be relieved of its obligations with regard to the Facility Debt.

3.2 Up to three (3) Grapefruit League Home Games per season (not including any games played in different locations under Section 3.1 above), in an international or other location as requested by MLB or another MLB Club; provided that, ANLBC shall provide prior written notice, as specified in Section 15, to the County and WVID not later

than January 1 of any operating year of such Grapefruit League Home Game scheduled for the upcoming MLB season. Notwithstanding the foregoing, ANLBC remains expressly obligated to exhibit, promote, schedule and play or conduct at least eighty percent (80%) or fifteen (15) Grapefruit League Home Games per season (whichever is greater) in the main stadium of the Facility, between the Team and another Major League Club, with at least two (2) such games scheduled to begin after 6:00 pm, subject to MLB Rules and Regulations.

3.3 If Substantial Completion occurs on or after the date on which one-half of the Team's Grapefruit League Home Games have been played, the covenants in Section 2 shall not become effective until the start of the succeeding MLB Spring Training season.

3.4 ANLBC may take any actions otherwise prohibited by Sections 2.1, 2.2 and 2.3, in connection with any change in location permitted by this Section 3.

3.5 ANLBC may take the actions otherwise prohibited in Section 2.3 during the last three (3) years of the Term of the Facility Operating Agreement in connection with any proposed relocation or playing of the Team's Grapefruit League Home Games that would not be played until after the conclusion of the Term. ANLBC shall notify County, WVID and Developer within three (3) business days of making any such request or application and forty eight (48) hours after entering into any such contract or agreement. Should ANLBC enter into such contract or agreement, or make any such request or application to MLB, then ANLBC shall lose the ability to unilaterally extend the term of the Facility Operating Agreement.

3.6 Without limiting the generality of any other provision of this Agreement, the covenants of ANLBC provided in Section 2 shall not apply: (i) if ANLBC obtains both the County and WVID's written consent, which consent shall be within the sole and absolute discretion of each of the County and WVID, prior to any action(s) otherwise prohibited under such section; provided, however, any actions which would allow the Team to permanently relocate from the County shall also require MLB Approval; and (ii) at any time after the termination of this Agreement.

#### 4. Alternate Site Condition.

4.1 Notwithstanding the provisions of Section 2, if, at any time during the Non-Relocation Term, an Alternate Site Condition shall exist, then (i) the Team shall be entitled to make arrangements to temporarily play at alternate sites for its Grapefruit League Home Games and (ii) ANLBC shall be temporarily relieved of its obligations under Sections 2.1, 2.2 and 2.3 hereunder and shall be entitled to allow the Team to play its Grapefruit League Home Games at such alternate sites, but only during the period of time that any such Alternate Site Condition shall exist; provided, however, that if the Alternate Site Condition shall be of such a nature that its expected expiration cannot reasonably be ascertained by ANLBC, the County or WVID, then ANLBC shall be entitled to honor any commitment it might reasonably have made for the Team to play its Grapefruit League Home Games at an alternate site even if that commitment extends beyond the date such Alternate Site Condition ends. ANLBC shall not, however, make

any commitment that extends beyond the end of the Spring Training season in or prior to which such Alternate Site Condition occurs, except that, if, as of August 1, such Alternate Site Condition is reasonably expected (as determined in accordance with Section 4.2) to continue to exist as of the Team's first Grapefruit League Home Game of the subsequent Spring Training season, then ANLBC shall be entitled to commit to play its Grapefruit League Home Games at an alternate site for the duration of such Spring Training season, provided, however, ANLBC shall use its reasonable best efforts to cause the Team to play its Grapefruit League Home Games at the Facility as soon as possible after the Alternate Site Condition has ended.

4.2 Not later than August 1 of any operating year in which an Alternate Site Condition continues to exist, ANLBC shall give the County, WVID and Developer a written notice setting forth the date it reasonably believes such Alternate Site Condition will terminate (the "**Proposed Date**"). If both of the County and WVID fail to object to such notice within thirty (30) business days of receipt of such notice, they will be deemed to have accepted the Proposed Date and ANLBC's right to contract with alternate sites under Section 4.1 shall be based on such date. If the County and/or WVID timely objects to the Proposed Date, ANLBC, WVID and the County shall use good faith efforts to resolve such dispute within the next five (5) business days. The County, WVID and ANLBC shall consult, and reasonably cooperate, with one another following any Alternate Site Condition so that ANLBC can most effectively find and contract for an alternate site during the duration of such Alternate Site Condition.

4.3 ANLBC shall use commercially reasonable and diligent efforts to mitigate and overcome any Alternate Site Condition that results in the Team's Grapefruit League Home Games not being played at the Facility to the extent such event or condition is within the reasonable control of ANLBC, but this undertaking shall not be construed to require ANLBC to take any action, or to relieve the County of any obligation it may have, with respect to a condemnation under Section 26 of the Facility Operating Agreement, casualty or Force Majeure that is the County's responsibility under the Facility Operating Agreement.

5. **Remedies.** ANLBC (a) acknowledges that the Non-Relocation Covenants are an essential part of the bargain and consideration of the Operative Agreements and are necessary to protect the business and goodwill of the County, WVID and Developer; (b) recognizes that the Facility is being constructed and certain debt is being incurred to construct the Facility and to permit the Grapefruit League Home Games to be played at the Facility during the Non-Relocation Term; (c) recognizes that having the Team play its Grapefruit League Home Games in the Facility throughout the Non-Relocation Term provides a unique value to County, WVID, and Developer, including generating new jobs, additional revenue sources and economic development and increased tourism for the County; and (d) acknowledges and agrees that any breach by the Team of the Non-Relocation Covenants shall cause irreparable and continual harm to the County, WVID and Developer and that damages for a default under such Non-Relocation Covenants cannot be estimated with any degree of certainty and that monetary damages cannot fairly or adequately compensate the County, WVID or Developer for a breach of such Non-Relocation Covenants. Further, the Parties acknowledge that (i) ANLBC's obligations under the Non-Relocation Covenants are unique, are the essence of the bargain and are essential

consideration for this Agreement and the other agreements being entered into by the Parties related to the Facility, including, but not limited to the Operative Agreements; and (ii) the determination of damages caused by a Non-Relocation Default, the effects of which would be suffered by the City, County and WVID community (including Developer) would be difficult, if not impossible, to ascertain. Therefore, the Parties acknowledge and agree that there exists no adequate and complete remedy at law to enforce this Agreement against the ANLBC and that equitable relief by way of specific performance or injunction is the only appropriate remedy for the enforcement of this Agreement, notwithstanding the provisions for liquidated damages provided elsewhere in this Section 5. In amplification and not in limitation of the foregoing, the County, WVID and Developer acknowledge and agree that, upon discovery of a Non-Relocation Default, or the threat of a Non-Relocation Default, the County and WVID shall promptly communicate with each other and shall cooperatively and jointly seek equitable relief before attempting to avail themselves of the liquidated damages provision set forth in Section 5.2, provided that equitable relief is a remedy available and enforceable at the time of the Non-Relocation Default. Notwithstanding the prior sentence, the County agrees that time is of the essence in responding to the occurrence or threat of a Non-Relocation Default and agrees to take reasonable steps to timely prepare and file a complaint for injunctive relief, and seek a temporary restraining order and/or other immediate injunctive relief, against ANLBC upon discovering the occurrence or threat of a Non-Relocation Default. Upon the occurrence of any other breach or misrepresentation in this Agreement by ANLBC, the County and WVID shall cooperatively discuss the joint pursuit of the remedies set forth in Section 5.1, Section 5.2, or to the extent applicable, Section 5.3. WVID and Developer shall each have the option to individually pursue the remedies set forth in Section 5.1, Section 5.2, or Section 5.3 (in each case, as applicable).

5.1 **Declaratory or Injunctive Relief**. Upon the occurrence of an ongoing Non-Relocation Default, the County and WVID shall cooperate in a joint effort to seek injunctive relief prohibiting or mandating action by ANLBC in accordance with, or declaratory relief with respect to, the Non-Relocation Covenants. ANLBC agrees that, in the event of any of the actual or threatened (in the reasonable opinion of the County and WVID) breach by ANLBC of any one of the Non-Relocation Covenants (i) the County and WVID shall be entitled to seek and obtain, a temporary restraining order, together with temporary, preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction, to restrain or enjoin any actual or threatened breach by ANLBC of any Non-Relocation Covenant without the necessity of posting a bond or other security and without any further showing of irreparable harm, balance of harms, consideration of the public interest or the inadequacy of monetary damages as a remedy, (ii) the administration of an order for injunctive relief would not be impractical and, in the event of any breach of any Non-Relocation Covenant by ANLBC, the balance of hardships would weigh in favor of entry of injunctive relief, and (iii) the County and WVID may, jointly or individually, enforce any Non-Relocation Covenant contained in this Agreement through specific performance. The Parties hereby agree and irrevocably stipulate that (a) the rights of the County and WVID to injunctive relief pursuant to this Non-Relocation Agreement shall not constitute a "claim" pursuant to Section 101(5) of the Bankruptcy Code and shall not be subject to discharge or restraint of any nature in any bankruptcy proceeding involving ANLBC, (b) this Agreement is not an "executory contract" as contemplated by Section 365 of the Bankruptcy Code, and (c) action(s) taken by the County and WVID pursuant to this Section 5.1 shall not in any way prejudice any

other rights or remedies that the County or WVID may have under Section 5.2 or Section 5.4 of this Agreement or under the other Operative Agreements if a court of competent jurisdiction fails to provide injunctive or other equitable relief prohibiting ANLBC's violation of the Non-Relocation Covenants or, in the case of the remedies set forth in Section 5.4, fails to award Liquidated Damages under Section 5.2; provided, that ANLBC shall be obligated to pay the costs of litigation and any additional costs incurred by the County and WVID in enforcing its rights under this Agreement, and ANLBC shall comply with any and all provisions under the Operative Agreements until such time the Operative Agreements are terminated.

5.2 **Liquidated Damages.** ANLBC acknowledges and agrees that, if upon the occurrence of a Non-Relocation Default, in the event equitable relief is not granted by a court of competent jurisdiction for any reason or is otherwise unavailable, the payment by ANLBC of liquidated damages is the next most appropriate remedy. Therefore, in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5.1 above, ANLBC shall pay Liquidated Damages to the County, WVID and Developer; provided, however, that in no event may the County, WVID or Developer seek or obtain such Liquidated Damages or any portion thereof if the actions taken by ANLBC in contravention of the Non-Relocation Covenants occur after the expiration of the Non-Relocation Term. Notwithstanding anything to the contrary herein, the Parties acknowledge the amount designated as Liquidated Damages does not constitute the full amount of damages the County, WVID and Developer would suffer as a result of a Non-Relocation Default, and further, that the allocation of Liquidated Damages as between County, WVID and Developer will be based on the respective amounts established for the County, WVID and Developer identified in the definition of Liquidated Damages in Section 1 above. Furthermore, in the event of a Non-Relocation Default, and the failure of any court to grant the equitable relief described in Section 5.1 above, in compliance with Section 288.11631(2)(a)2., ANLBC shall reimburse the State of Florida for state funds expended by WVID under such section if ANLBC relocates before this Agreement expires; however, if the State Sales Tax Payment Bonds were issued to construct the Facility for a spring training franchise, the required reimbursement must be equal to the total amount of state distributions expected to be paid from the date ANLBC breaks this Agreement with WVID through the final maturity of the State Sales Tax Payment Bonds.

5.3 **Other Breach.** In the event of any breach of or misrepresentation in this Agreement by ANLBC (other than a Non-Relocation Default subject to the remedies set forth in Section 5.1 or, if applicable, Section 5.2), or in the event of a Non-Relocation Default for which, notwithstanding the intent of the Parties, the County and WVID are unable to obtain the relief set forth in Section 5.1 or, if applicable, Section 5.2, the County, WVID and Developer, jointly or individually, shall have the right (i) to institute any and all proceedings or claims permitted by law or equity to recover any and all amounts necessary to compensate the County, WVID and Developer for all damages proximately caused by ANLBC's breach under this Agreement, and (ii) to institute any and all proceedings or claims permitted by law or equity to compel specific performance with respect to ANLBC's obligations under this Agreement and one or more actions to seek to obtain a temporary restraining order, together with such other temporary,

preliminary and permanent injunctive or other equitable relief, from any court of competent jurisdiction capable of issuing or granting such relief, to compel ANLBC to comply with or refrain or cease from breaching or violating the terms, covenants and conditions.

#### 5.4 Termination.

5.4.1 Upon the entry of a Final Order with respect to a default by ANLBC, the County and WVID shall have the right, but not the obligation, to jointly give to ANLBC written notice of its intention to terminate this Agreement and all other Operative Agreements (a "Final Notice"), subject to ANLBC's continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. After the expiration of a period of ninety (90) days from the date such Final Notice is given, unless the default is cured, this Agreement and the other Operative Agreements may, at the jointly agreed option of the County and WVID, be terminated without liability to the County or WVID by delivery of further written notice to ANLBC, which termination shall be effective following the end of any then current Spring Training season, subject to ANLBC's continuing obligation to pay any and all damages due and payable under this Agreement, including, but not limited to the Liquidated Damages. If, however, within such ninety (90) day period, ANLBC's default under Section 2 of this Agreement is cured, then this Agreement and the other Operative Agreements shall not terminate by reason of such Final Notice.

5.4.2 This Agreement, and all obligations of the Parties under this Agreement shall terminate without further action by, or liability to, any Party upon the expiration or termination of the Facility Operating Agreement for any reason expressly permitted under the Facility Operating Agreement; provided further that upon a termination of the Facility Operating Agreement by the County upon the entry of a Final Order that ANLBC has breached Section 2 of this Agreement, this Agreement shall only terminate as provided in Section 5.4.1 of this Agreement. For the avoidance of doubt, until the end of the Non-Relocation Term, ANLBC shall remain bound by, and shall not be relieved of, its obligations under this Agreement upon a termination by the County of the Facility Operating Agreement due to a breach of Section 2 hereof by ANLBC as described in the preceding sentence. Except for the provisions of this Agreement that are expressly to survive termination, and except as provided in this Section 5.4.2, in the event of a termination of this Agreement and the Facility Operating Agreement under Section 5.4 of this Agreement, then all obligations of the Parties under this Agreement and the Facility Operating Agreement shall also automatically terminate, except for those obligations which by their express terms survive the termination or expiration of this Agreement, as discussed herein, or the Facility Operating Agreement.

5.4.3 This Agreement, and all obligations of the Parties under this Agreement shall terminate without further action by, or liability to, any Party

upon the expiration or termination of the Development Agreement for any reason expressly permitted under such Agreement.

5.4.4 Termination of this Agreement, the Facility Operating Agreement, the Development Agreement or any combination thereof, shall not alter any existing claim of any Party for breaches of such agreement(s) occurring prior to such termination and the obligations of the Parties thereto with respect to such existing claims shall survive termination.

5.4.5 Any such termination shall not apply to any provisions in any agreements that impact the Facility Debt.

5.5 **Cumulative Remedies.** Except as expressly set forth in Section 5.1, Section 5.2 and Section 5.4 of this Agreement, each right or remedy of the County, WVID or Developer provided for herein shall be cumulative of and shall be in addition to every other right or remedy of the County, WVID and/or Developer provided for in this Agreement, and the exercise (or the beginning of the exercise) by the County, WVID or Developer of any one or more of the rights or remedies provided for in this Agreement, shall not preclude the simultaneous or later exercise by the County, WVID or Developer of any or all other rights or remedies provided for in this Agreement or the Facility Operating Agreement or hereafter existing at law or in equity, by statute or otherwise.

6. **Governing Law: Interpretation.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court. The headings of sections and paragraphs in this Agreement are for convenience only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Agreement, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable where the context so requires. Time is of the essence of this Agreement.

7. **Entire Agreement.** This Agreement constitutes the sole and entire agreement among the Parties with respect to this Agreement and supersedes all prior written or oral agreements among them relating to that subject matter, including, without limitation, the Term Sheet. Waiver by any Party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or other provision of this Agreement.

8. **Representations and Warranties.**

8.1 ANLBC hereby represents and warrants to the County and WVID as follows:

8.1.1 the execution, delivery and performance by ANLBC of this Agreement have been duly authorized by all necessary corporate action, and do



not and will not contravene or conflict with (i) the certificate of existence or bylaws of ANLBC, (ii) any provision of MLB Rules and Regulations, (iii) any law, order, rule, regulation, writ, injunction or decree now in effect of any government, governmental instrumentality or court having jurisdiction over ANLBC, or (iv) any loan agreement or other contractual restriction binding on or affecting ANLBC or any of its property or assets, except where any of the foregoing could not reasonably be expected to have a material adverse effect on ANLBC;

8.1.2 this Agreement is a legal, valid and binding obligation of ANLBC enforceable against ANLBC in accordance with its terms;

8.1.3 there is no known action, proceeding or investigation pending or, to the knowledge of ANLBC, affecting ANLBC, which may adversely affect the ability of ANLBC to fulfill and perform its obligations and its other undertakings under this Agreement. ANLBC is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement;

8.1.4 ANLBC is a limited liability company duly formed, validly existing, and in good standing under the laws of the State of Georgia; and

8.1.5 ANLBC is a member in good standing of MLB and is in compliance in all material respects with all applicable MLB Rules and Regulations which are relevant to the transactions contemplated herein.

8.2 County hereby represents and warrants to ANLBC and WVID as follows:

8.2.1 the execution, delivery and performance by County of this Agreement have been duly authorized by all necessary governmental action, and do not and will not contravene or conflict with any statutes, regulations, rules, agreements, charters, instruments, contracts, judgments, orders, stipulations, injunctions, decrees or other restrictions to which the County or its assets may be bound or affected;

8.2.2 this Agreement is a legal, valid and binding obligation of the County enforceable against County in accordance with its terms; and

8.2.3 there is no known action, proceeding or investigation pending or, to the knowledge of County, affecting County, which may adversely affect the ability of County to fulfill and perform its obligations and its other undertakings under this Agreement. County is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

8.3 WVID hereby represents and warrants to ANLBC and County as follows:

8.3.1 the execution, delivery and performance by WVID of this Agreement have been duly authorized by all necessary governmental action, and do not and will not contravene or conflict with any statutes, regulations, rules, agreements, charters, instruments, contracts, judgments, orders, stipulations, injunctions, decrees or other restrictions to which the WVID or its assets may be bound or affected;

8.3.2 this Agreement is a legal, valid and binding obligation of WVID enforceable against WVID in accordance with its terms; and

8.3.3 there is no known action, proceeding or investigation pending or, to the knowledge of WVID, affecting WVID, which may adversely affect the ability of WVID to fulfill and perform its obligations and its other undertakings under this Agreement. WVID is not in default with respect to any judgment, order, injunction or decree of any Governmental Authority which is in any respect material to the transactions contemplated in and by this Agreement.

9. **Successors and Assigns: Third Party Beneficiaries.**

9.1 This Agreement shall bind ANLBC and its assigns and successors; provided that ANLBC shall not be entitled to transfer or assign its obligations hereunder without the prior written consent of the County and WVID, which consent shall be in their sole discretion and may be conditioned upon ANLBC's remaining liable under this Agreement if the County and WVID are not reasonably satisfied with the creditworthiness of the transferee; provided, further, however, that ANLBC may, without the prior written consent of the County or WVID, transfer and assign, whether via stock sale, merger, asset acquisition or otherwise, its obligations hereunder to any Person that acquires all or a majority of the outstanding stock or assets of ANLBC, including therewith the Team's Major League Baseball franchise upon receipt of MLB Approval (a "Transferee"), provided that (i) such Transferee assumes, in a writing reasonably satisfactory to the County and WVID, all of the obligations of ANLBC under this Agreement (unless such acquisition is in the form of a stock acquisition and ANLBC remains a Party to this Agreement), and (ii) such Transferee assumes all of the other obligations of ANLBC and its Affiliates under the other Operative Agreements. ANLBC shall provide the County and WVID written evidence of MLB Approval of the Transferee within ten (10) business days after ANLBC's receipt thereof.

9.2 This Agreement shall bind the County, WVID and their respective assigns and successors; provided that neither the County nor WVID may transfer or assign this Agreement or any of their respective rights and obligations hereunder without the prior written consent of ANLBC.

9.3 Developer may assign its rights hereunder as a whole in connection with an assignment of its rights under the Development Agreement and subject to the same conditions as are set forth in the Development Agreement. The assignment of obligations is not referenced in this Section 9.3 because Developer has no obligations under this Agreement.

9.4 Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than MLB, Developer (solely with respect to the terms creating rights in or which benefit Developer), the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement (other than MLB and Developer (solely with respect to the terms creating rights in or which benefit Developer)) to bring or maintain an action pursuant to or based upon this Agreement.

10. **Amendments; Waivers.** No modification, amendment or waiver of this Agreement or of any of its conditions or provisions shall be binding unless such modification, amendment or waiver is in writing and signed by the Parties, and that all necessary MLB Approvals have been obtained in advance thereof.

11. **Indemnification by ANLBC.** ANLBC shall indemnify and hold harmless the County, WVID and each and all of their respective directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants or any of them as their interests may appear (collectively, "**Government Indemnitees**") and Developer and Developer Guarantor and each and all of their respective directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants or any of them as their interests may appear, of, from and against all claims, fines, claim costs, charges and expenses, liabilities, suits, obligations, demands, actions, settlements, and judgments recovered from any of them, including attorneys' fees incurred to defend such claims (collectively, "**Losses**"), to the extent such Losses arise from any breach of this Agreement by ANLBC. To the extent applicable, any such indemnification shall be provided in accordance with the indemnification procedures set forth in Section 21 of the Facility Operating Agreement. ANLBC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by ANLBC shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Government Indemnitees as herein provided.

12. **Sovereign Immunity.** Notwithstanding any other provision of this Agreement, nothing herein shall be construed as a waiver of any limitations of liability applicable to WVID or the County as set forth in Section 768.28, Florida Statutes or other applicable law.

13. **Nonrecourse Liability of ANLBC Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement and except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts), the ANLBC Personnel shall not in any way be liable under or with respect to this Agreement; no deficiency or other monetary or personal judgment of any kind shall be sought or entered against any of ANLBC Personnel with respect to liability under or with respect to this Agreement; no judgment with respect to liability under or with respect to this Agreement shall give rise to any right of execution or levy against the assets of any of ANLBC Personnel; and the liability of ANLBC under this Agreement shall be limited to the assets of ANLBC.

14. **Nonrecourse Liability of County and WVID Personnel.** Notwithstanding and prevailing over any contrary provision or implication in this Agreement, no member, elected or

appointed official, officer, employee, agent, independent contractor or consultant of the County or WVID shall be liable to ANLBC, or any successor in interest to ANLBC, in the event of any default or breach by the County or WVID for any amount which may become due to ANLBC or any successor in interest to ANLBC under this Agreement, or on any other obligation under the terms of this Agreement, except for their criminal acts with respect to this Agreement (i.e., acts which would constitute crimes were they prosecuted for and convicted of such acts).

15. **Notices.** Any notice, consent or other communication under this Agreement shall be in writing and shall be considered given when delivered in person or sent by electronic mail (provided that any notice sent by electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier, or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section 15 to the other parties):

To ANLBC: Mr. Terry McGuirk  
CEO  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

With a copy to: Mr. Greg Heller  
Executive Vice President & Chief Legal Officer  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

To County: County Administrator  
1660 Ringling Blvd.  
Sarasota, FL 34236

With a copy to: County Attorney  
1660 Ringling Blvd.  
Sarasota, FL 34236

To WVID: C/o Special District Services  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens FL 33410  
United States of America  
Attn: District Manager

With a copy (which shall not constitute notice) to: O'Melveny & Myers LLP  
Times Square Tower  
7 Times Square  
New York, NY 10036  
Attention: Irwin Raij, Esq.

E-mail: [jraj@omm.com](mailto:jraj@omm.com)

With a copy (which shall not constitute notice) to:

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attention: Jonathan Johnson, Esq.  
E-mail: [jonathanj@hgslaw.com](mailto:jonathanj@hgslaw.com)

To Developer:

4901 Vineland Road, Suite 450  
Orlando, FL 328111  
Attention: Leslie Candes

With a copy (which shall not constitute notice) to:  
7350 Point of Rocks Road  
Sarasota, Florida 34242  
Attention: John Peshkin

With a copy (which shall not constitute notice) to:  
Williams Parker Harrison Ditz & Getzen  
200 South Orange Avenue  
Sarasota, FL 34236  
Attention: E. John Wagner, II, Esq.

16. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under any applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under any applicable Law, the Parties shall, to the extent possible, negotiate a revised provision which (a) complies with Applicable Law, (b) does not alter any of the substantive rights, obligations or liabilities of any party under this Agreement or the Facility Operating Agreement, and (c) confers upon the Parties the benefits intended to be conferred by the invalid provision; and the remaining provisions of this Agreement, if capable of substantial performance, shall be enforced as if this Agreement was entered into without the invalid provision.

17. **Counterparts.** If this Agreement is executed in several counterparts, each of those counterparts shall be deemed an original, and all of them together shall constitute one and the same instrument.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this \_\_ day of May, 2017.

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, a Georgia limited liability company

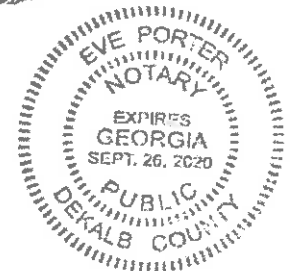
By: *Terence F. McGuirk*  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

STATE OF Georgia )  
 ) : SS:  
COUNTY OF Colt )

On the 22<sup>nd</sup> day of May in the year 2017, before me, the undersigned officer, personally appeared Terence F. McGuirk personally known to me or proved to me on the basis of satisfactory evidence to be the CEO of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

*Eve Porter*  
Notary



[SIGNATURES CONTINUED ON NEXT PAGE]

*Execution Version*

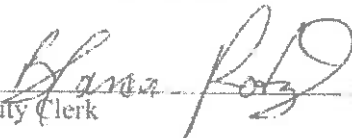
IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 23<sup>rd</sup> day of May, 2017.

**SARASOTA COUNTY**, a charter county and political subdivision of the State of Florida

By:   
Name: \_\_\_\_\_  
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By:   
Deputy Clerk


Approved as to form and correctness

  
County Attorney, 36

[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC, duly authorized officials of the County and duly authorized officials of WVID, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 15 day of May, 2017.

**WEST VILLAGES IMPROVEMENT DISTRICT,**  
an independent special district created pursuant to  
Chapter 189, Florida Statutes

By:   
Name: MARTIN L. SIRA  
Title: Chairman



**2.i.i.**

CONTRACT NO. 2017-205

BCC APPROVED <sup>Execution Version</sup> 5-23-17

**FACILITY OPERATING AGREEMENT**

This Facility Operating Agreement ("Agreement") is made and entered into this \_\_\_ day of May, 2017, by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the "County") and Atlanta National League Baseball Club, LLC, a Georgia limited liability company ("ANLBC"). The County and ANLBC shall be referred to herein jointly as the "Parties" and each, individually, as a "Party".

**WITNESSETH:**

WHEREAS, ANLBC, County, the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended ("WVID"), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership ("Developer"), and Calben (US) Corporation, a Delaware corporation ("Developer Guarantor") have entered into that certain Letter of Intent and Term Sheet dated March 9, 2017 (collectively, the "Term Sheet");

WHEREAS, ANLBC is the owner and operator of a Major League Baseball franchise known as the Atlanta Braves (the "Team");

WHEREAS, per the terms of the Term Sheet, ANLBC, County, City, WVID, Developer and Developer Guarantor have set forth the material terms pursuant to which Developer shall contribute the Facility Site (as set forth below) and contribute certain offsite roadway improvements to facilitate ingress and egress to the Facility Site, and WVID will design, build, construct and finance a new Facility for Spring Training (as set forth below) and convey such Facility to the County upon receipt of all necessary permits and approvals for the lease of the facility to ANLBC and its use by the Team starting with the 2019 MLB Spring Training season;

WHEREAS, the Term Sheet contemplates that ANLBC and County will enter into this Agreement and as such this Agreement sets forth their full and complete understanding of the terms and conditions under which ANLBC will occupy, use, operate and manage the Facility;

WHEREAS, the Facility will serve the paramount public purpose of promoting tourism, gainful employment and economic growth within the City, the County, and the State of Florida;

WHEREAS, ANLBC is contemporaneously entering into a Non-Relocation Agreement as a material inducement to the County to enter into this Agreement; and

WHEREAS, the Parties desire that this Agreement set forth their full and complete understanding with respect to subject matter herein contained.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, ANLBC and County, each intending to be legally bound, do hereby mutually agree as follows:

1. Incorporation of Recitals. The above recitals are hereby confirmed as correct and incorporated herein by reference.

2. Definitions. As used herein, the following terms shall have the following meanings:

(a) **ANLBC Event** shall mean any and all events authorized, promoted and/or staged by ANLBC or by third party licensees of ANLBC at the Facility or the Facility Site hereunder which are not Home Games, including, without limitation, other sporting events, special events, concerts, festivals, fairs, attractions, corporate events, business conferences, conventions, community festivals, fantasy camps and/or other lawful activities.

(b) **Annual Fee** shall mean the annual fee payable by ANLBC in connection with this Agreement.

(c) **Annual Fee Confirmation** shall have the meaning set forth in Section 6(a) of this Agreement.

(d) **Braves Completion Deadline** shall mean January 15, 2019.

(e) **Capital Maintenance Fund** shall mean the capital maintenance fund maintained by the County for Capital Maintenance and Repairs for the Facility.

(f) **Capital Maintenance and Repairs** shall mean the provision of labor, services and materials reasonably necessary to maintain, repair, restore and/or replace, when reasonably necessary, all structural components (which may include, but not be limited to, foundations, footings, structural members, piers, columns, walls, roofs, ramps and steps), system components (which may include, but not be limited to, energy management and control programs, electrical components, heating and hot water systems, air conditioning, ventilating, plumbing, gas and water systems and escalators, elevators and dumb waiters) and/or integral parts (which may include, but not be limited to, drainage systems and light towers) of the Facility and/or the Facility Site of a character typically required to be capitalized under generally accepted accounting procedures, as a result of any damage, destruction, ordinary wear and tear or functional obsolescence, and including, but not limited to, those items set forth in Exhibit A-1 of this Agreement and expressly excluding Routine Maintenance.

(g) **City Events** shall have the meaning set forth in Section 5(d) of this Agreement.

(h) **City Use Agreement** shall mean that certain Use Agreement by and between ANLBC and the City for use of the main stadium portion of the Facility by the City for City Events.

(i) **Claim or Claims** shall have the meaning set forth in Section 20(a) of this Agreement.

(j) **CMF Funding Schedule** shall mean the contributions to the Capital Maintenance Fund pursuant to the Capital Maintenance Fund funding schedule (the “**CMF Funding Schedule**”) attached as **Exhibit B** hereto

(k) **Commencement Date** shall mean the date upon which Substantial Completion occurs.

(l) **Commissioner** shall mean the Commissioner of Baseball as elected under the Major League Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

(m) **Comparable Spring Training Facilities** shall mean, when comparing the design, construction, maintenance and improvements of the Facility, MLB Spring Training facilities in Florida of reasonably comparable size, age and features, as determined by ANLBC.

(n) **County Bonds** shall mean those certain bonds to be issued by the County to meet the obligation to WVID to provide funding toward the construction of the Facility pursuant to the Term Sheet and the Development Agreement.

(o) **County Events** shall have the meaning set forth in **Section 5(d)** of this Agreement.

(p) **County-WVID Interlocal Agreement** shall mean that certain interlocal agreement by and between the County and WVID which sets forth each of the County’s and WVID’s rights and obligations in connection with the development, construction, ownership and funding of the Facility.

(q) **Deed Restriction** shall mean that certain Deed Restriction for that certain mixed-use project comprised of hospitality and/or residential and other components adjacent to the Facility Site, stating that any portion of the project that is within a quarter mile of the Facility will be built in accordance with (a) architectural guidelines designed to create an architectural theme that is consistent with the architectural theme of the Facility and (b) with commercially reasonable use restrictions having the intention of prohibiting material adverse effects on the use of the Facility as the Team’s spring training facility.

(r) **Defaulting Party** shall have the meaning set forth in **Section 31(a)** of this Agreement.

(s) **Default Rate** shall have the meaning set forth in **Section 31(b)** of this Agreement.

(t) **Developer Events** shall have the meaning set forth in **Section 5(d)** of this Agreement.

(u) **Developer License Agreement** shall mean that certain Use Agreement by and between ANLBC and the Developer for use of the main stadium portion of the Facility by the Developer for the Developer Events.

(v) **Development Agreement** shall mean that certain Development Agreement by and among ANLBC, the County, City, WVID, Developer and Developer Guarantor in connection with the development and administration of the Facility and the facilities and other property as described therein on the Facility Site.

(w) **Discretionary Improvements** shall have the meaning set forth in Section 15(a) of this Agreement.

(x) **Drainage License Agreement** shall mean the agreement between the County, ANLBC, WVID and Developer setting forth the rights, duties and obligations of the parties with regard to the Stormwater Management Facilities (as defined in the Drainage License Agreement) and the Stormwater Site (as defined in the Drainage License Agreement), and providing all rights necessary for the required drainage of the Facility and the Facility Site.

(y) **Emergency** shall mean condition which (1) involves a danger to public health or safety, (2) is likely to result in immediate, substantial damage to the Facility or the Facility Site or (3) is sudden and immediate and if not quickly cured would have a material impact on ANLBC's ability to use and operate the Facility.

(z) **Extension Term** shall have the meaning set forth in Section 3(c) of this Agreement.

(aa) **Facility** shall mean a professional sports franchise facility for spring training of a Major League Baseball team, including a stadium, training facilities, practice fields, clubhouses, administrative and operational facilities, dedicated on-Facility Site parking areas, and other appurtenances and improvements, intended for use by the Team and for other tourism and community uses contemplated by the Operative Agreements, and shall also include, without limiting the foregoing, all improved and unimproved areas of the Facility Site and any off-Facility Site improvements required for regulatory approval.

(bb) **Facility Debt** shall mean the WVID Debt (as defined below) together with the State Sales Tax Payments Bonds (as defined below).

(cc) **Facility Site** shall mean that certain tract of land situated in Sarasota County, Florida, as generally set forth in Exhibit C attached hereto and incorporated herein by reference, and all physical improvements thereto pursuant to the Program Requirements. For the avoidance of doubt, the Facility Site shall not include the Stormwater Site (as defined in the Drainage License Agreement). The Parties agree that the legal description of the Facility Site may be refined in the Development Agreement and agree that the final agreed legal description shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion consistent with the Development Agreement.

(dd) **FF&E** shall mean the furniture, fixtures and equipment utilized in connection with the Facility and which are not deemed to be Trade Fixtures.

(ee) **Florida State League** shall mean the minor league baseball league currently operating in Florida, and known as the Florida State League.

(ff) **Force Majeure** shall mean shall mean acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the County, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

(gg) **Governmental Authority or Governmental Authorities** shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Facility or Facility Site and any Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Facility or Facility Site.

(hh) **Grapefruit League** shall mean the collection of Major League Clubs that are located in Florida and compete in Spring Training games each year.

(ii) **Gulf Coast League** shall mean the minor league baseball league currently operating in Florida, and known as the Gulf Coast League.

(ij) **Home Game** shall mean all baseball games played in the Facility involving the Team or its players as a participant during Spring Training, extended spring training games, Gulf Coast League games (if applicable), Florida State League games (if applicable) and instructional league games (if applicable), if and as applicable.

(kk) **Major League Baseball or MLB** shall mean, depending on the context, any or all of (i) the Office of the Commissioner of Baseball, each other MLB Entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

(ll) **Major League Baseball Club or Major League Club** shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

(mm) **Major League Constitution** shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the Major League Clubs.

(nn) **Minor League Baseball or MiLB** shall mean the National Association of Professional Baseball Leagues which is the governing body of professional minor league baseball.

(oo) **MLB Agency Agreement** shall mean the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the Office of the Commissioner of Baseball (and the Operating Guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

(pp) **MLB Approval** shall mean, with respect to the Major League Clubs, the Commissioner of Baseball, or any other MLB Entity, any approval, consent or no-objection letter required to be obtained from such Person(s) pursuant to the MLB Rules and Regulations (as exercised in the sole and absolute discretion of such Person(s)).

(qq) **MLB Entity** shall mean each of the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective past, present or future affiliates, assigns or successors.

(rr) **MLB Governing Documents** shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the Office of the Commissioner of Baseball, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball Leagues, (d) the Major League Rules (and all attachments thereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the Office of the Commissioner of Baseball, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agency Agreement.

(ss) **MLB Rules and Regulations** shall mean (x) the MLB Governing Documents, (y) any present or future agreements or arrangements entered into by, or on behalf of, the Office of the Commissioner of Baseball, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (z) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the Office of the Commissioner of Baseball or any other MLB Entity as in effect from time to time.

(tt) **Multipurpose Fields** shall mean the grass fields comprising a portion of the Facility Site used for a multitude of public recreational events and as overflow parking for the Facility as generally depicted on Exhibit D. The Parties agree that the Multipurpose Fields may be refined in the Development Agreement and agree that the final agreed description of the Multipurpose Fields shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion consistent with the Development Agreement.

(uu) **Non-Relocation Agreement** shall mean that certain Non-Relocation Agreement dated as of the date hereof by and between ANLBC, the County and WVID governing ANLBC's obligations to use the Facility as the sole spring training facility of the Team pursuant to the terms thereof, as the same may be amended or supplemented from time to time.

(vv) **Non-Relocation Default** shall have the meaning set forth in the Non-Relocation Agreement.

(ww) **Office of the Commissioner of Baseball** shall mean the Office of the Commissioner of Baseball, an unincorporated association comprised of the Major League Clubs who are party to the Major League Constitution, and any successor organization thereto.

(xx) **Operative Agreements** shall mean, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City Use Agreement; (v) the Developer License Agreement, (vi) the County-WVID Interlocal Agreement; (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

(yy) **Person or Persons** shall mean any natural person, sole proprietorship, corporation, association, partnership, trust, limited liability company, limited liability association, unincorporated association or organization, joint venture, joint stock company, Governmental Authority, political subdivision or any other entity.

(zz) **Program** shall mean the design and construction requirements for the Facility and the Facility Site as more particularly set forth in the Development Agreement. The Program Requirements shall be subject to modification and adjustment as set forth in the Development Agreement.

(aaa) **Project Budget** shall mean the budget of the costs to construct the Facility, as updated by the District from time to time, more particularly set forth in the Development Agreement.

(bbb) **Public Plaza** shall mean the entry plaza to the Facility as generally depicted on Exhibit D. The Parties agree that the Public Plaza may be refined through the Parties' participation in the Development Agreement and agree that the final agreed description of the Public Plaza shall be memorialized in a written agreement signed by the Parties prior to Substantial Completion.

(ccc) **Routine Maintenance** shall mean the provision of labor, services and materials for the Facility and/or Facility Site, conducted in a manner otherwise reasonably necessary to (a) maintain the Facility and/or Facility Site in good, clean working order and repair and (b) conduct routine and preventative maintenance consistent with MLB industry standards for facility maintenance of Spring Training facilities in Florida, normal wear and tear excepted, and which are of a routine, regular and predictable nature given the age and useful life of the Facility and/or Facility Site, and the manner in which they have been utilized, and including, but not limited to, those items set forth in Exhibit A-2 of this Agreement.



(ddd) **Spring Training** shall mean, as to each calendar year of the Term, the regular annual training period during winter and early spring of any year during which the Team prepares for an upcoming MLB season, and shall be deemed to include time reasonably required for (i) the preparation of the Facility, (ii) planning for the start of Spring Training, (iii) additional minor league player training prior to the commencement of the minor league season, and (iv) a period for the “winding down” of Spring Training activities by the Team, It is anticipated by the parties that the foregoing timeframe will be from approximately January 15 to approximately April 15 of each calendar year.

(eee) **Spring Training Program Agreement** shall mean the Spring Training Program Agreement between the Florida Department of Economic Opportunity and WVID relative to the State Sales Tax Payments Bonds as the same may be amended or supplemented from time to time.

(fff) **State Sales Tax Payments Bonds** one or more series of revenues bonds on a taxable or tax-exempt basis that the District shall issue, payable from state funding received from the State of Florida pursuant to Section 288.11631, Florida Statutes relating to the Facility.

(ggg) **Substantial Completion** shall mean the occurrence of all of the following: (i) the design professional has delivered to the Parties a certificate certifying that the Facility has been substantially completed subject to the completion of minor punch list items that do not materially affect the use or occupancy of the Facility, (ii) all required governmental inspections and certifications have been made and posted and all necessary MLB Approvals have been obtained, and (iii) a temporary or permanent Certificate of Occupancy has been issued in respect of the Facility; provided that the Certificate of Occupancy shall be delivered to ANLBC promptly following its issuance.

(hhh) **Term** shall have the meaning set forth in Section 3(a) of this Agreement.

(iii) **Termination Events** shall have the meaning set forth in Section 31(d) of this Agreement.

(jjj) **Third Party Events** shall have the meaning set forth in Section 5(d) of this Agreement.

(kkk) **Trade Fixtures** shall mean, collectively, fixtures that are not part of the Program Requirements (as set forth in the Development Agreement) and are funded solely by ANLBC (i.e., not from the Capital Maintenance Fund), and which are not integral to the operation of the Facility as an MLB Spring Facility, but rather are supplemental or additive to the Facility and are capable of removal.

(lll) **WVID Debt** shall mean one or more series of revenue bonds, notes or other form of indebtedness on a taxable or tax-exempt basis that the District shall issue, payable from the City Contribution (as will be more specifically described in the Development Agreement), Developer Contribution (as will be more specifically described in the Development Agreement) and Annual Fee.

### 3. Term.

(a) Subject to the satisfaction of the conditions precedent set forth below, the "Term" of this Agreement shall commence as of the Commencement Date and shall continue until December 31, 2048 provided Substantial Completion has occurred by February 1, 2019. In the event that Substantial Completion has not occurred by February 1, 2019, the Term of this Agreement shall automatically extend for an additional year and run from the Commencement Date until December 31, 2049. The effectiveness of this Agreement is additionally subject to satisfaction of each of the following conditions precedent:

(i) The State of Florida, pursuant to Section 288.11631, Florida Statutes, approving the funding for the Facility and Facility Site as contemplated in the Term Sheet and entering into the Spring Training Program Agreement with the WVID;

(ii) Developer conveying the Facility Site (as will be more specifically described in the Development Agreement) to WVID;

(iii) WVID conveying fee title to the Facility and the Facility Site to the County and entering the Drainage License Agreement with the County, ANLBC and Developer;

(iv) The execution of the Development Agreement by November 30, 2017; and

(v) The receipt of MLB Approval of this Agreement.

(b) Each Party shall have the right to terminate this Agreement in the event that the Development Agreement has been terminated prior to November 30, 2017; provided that any such termination shall not apply to any provisions in any agreements that impact the Facility Debt. Each Party shall have the right to terminate this Agreement in the event that funding has not been received by December 31, 2017 unless WVID has acquired temporary financing. However, if permanent funding for the project is not in place by February 28, 2018, each Party shall have the right to terminate this Agreement. ANLBC shall have the right to terminate this Agreement in the event Substantial Completion has not occurred by February 1, 2020.

(c) The Term may be extended at the option of ANLBC for two (2) separate, but consecutive, periods of five (5) years each (each, an "Extension Term"). In order to exercise the first five (5) year Extension Term, ANLBC must provide written notice to the County on or before at least one (1) year prior to the end of the initial Term. In order to exercise the second five (5) year Extension Term, ANLBC must provide written notice to the County on or before at least one (1) year prior to the end of the first Extension Term. ANLBC and the County shall have no obligations to fund the Capital Maintenance Fund during any years of any Extension Term.

4. Ownership of the Facility and/or the Facility Site. Upon conveyance of fee title from WVID to the County, the Facility and the Facility Site shall be owned in fee simple by the County and ANLBC shall not have any ownership interest in the Facility and/or the Facility Site. Notwithstanding the foregoing, it is understood that if any Trade Fixture or other improvement to the Facility is owned by ANLBC and is capable of removal at the end of the Term, then ANLBC shall retain ownership thereof and have the right to remove and dispose of such improvement as it deems appropriate in accordance with Section 16 of this Agreement.

5. Use of the Facility and the Facility Site.

(a) Exclusive Use. Except as otherwise specifically set forth herein, in accordance with the terms and conditions of this Agreement, ANLBC shall have the exclusive right and obligation to use, manage, operate and permit designated third parties to use the Facility and the Facility Site for all purposes allowable under and in compliance with all applicable laws during the Term and any Extension Term including, without limitation, the exclusive right and obligation to exhibit, market and promote, schedule and play Home Games in the Facility, to authorize, market and promote and/or stage ANLBC Events at the Facility and the Facility Site in accordance with all applicable laws, and enter into contracts, retain vendors and otherwise take all other actions reasonably necessary and desirable to exploit the exclusive rights set forth herein, as long as such events and actions do not materially and adversely interfere with the principal purpose of the Facility as an MLB Spring Training Facility. The exclusive rights of ANLBC or its permitted assignees and/or sub-licensees hereunder shall include, without limitation, the following rights:

(i) During Spring Training, and subject to MLB Rules and Regulations which the County acknowledges may result in a reduction of Home Games, ANLBC shall have the right and obligation to exhibit, promote, schedule and play or conduct at least fifteen (15) Grapefruit League Home Games in the main stadium with at least two (2) such games scheduled to begin after 6:00 pm, between the Team and another Major League Club, to conduct practices (including, without limitation, during Spring Training, extended Spring Training, Gulf Coast League (if applicable), Florida State League (if applicable), and instructional league (if applicable)), clinics, promotions and fan activities and to set the terms, conditions, pricing and parameters of admittance thereto (provided, however, that this paragraph shall not limit the Team from hosting a limited number of games in other locations pursuant to the Non-Relocation Agreement). The County acknowledges that (a) Home Games may be postponed or cancelled because of inclement weather or poor playing field conditions, (b) In the event of inclement weather or poor playing field conditions, ANLBC shall have sole authority to determine whether a Home Game is played and (c) ANLBC shall have sole authority to determine whether a Home Game not played because of inclement weather or poor playing field conditions is rescheduled;

(ii) Outside of Spring Training, ANLBC shall also have the right and obligation to exhibit, promote, schedule and play or conduct Home Games for extended Spring Training, Gulf Coast League (if applicable), Florida State League (if applicable), and instructional league (if applicable), to conduct practices (including, without limitation, extended Spring Training, Gulf Coast League, Florida State League (if applicable), and instructional league (if applicable)), clinics, promotions and fan activities and to set the terms, conditions, pricing and parameters of admittance thereto (provided, however, that this paragraph shall not limit the Team from hosting a limited number of games in other locations pursuant to the Non-Relocation Agreement);

(iii) The right and obligation to exhibit, conduct, authorize, market and promote and/or stage ANLBC Events and to set the terms, conditions, pricing and parameters of admittance thereto;

(iv) The right to license and operate luxury suites, club suites, party suites, stadium clubs, dining clubs, bars and other premium areas on a year-round basis;

(v) The right to license and operate any and all bars, restaurants, food courts, food service facilities, food trucks, game rooms, business centers and/or other retail and entertainment facilities or enter into liquor, food service or other licenses in connection with any such facilities;

(vi) The right to establish the prices, rates, fees or other charges for goods, services or rights, including, without limitation, concessions and ticket charges;

(vii) The right to license and operate a Team or third-party retail merchandise store or stores;

(viii) The right to license and operate the sale of food, alcoholic beverages, non-alcoholic beverages, souvenirs and other items normally considered "concessions" for a professional sports team or in connection with other permitted events;

(ix) Subject to compliance with all applicable laws and regulations, the right to display, control, conduct, license, permit, sell and enter into agreements regarding the display of advertising, sponsorship and promotional activity, signage, designations (including "pouring rights" or similar designations), rights of exclusivity and priority, and messages and displays of every kind and nature, whether now existing or developed in the future, including but not limited to permanent, non-permanent and transitory signage or advertising displayed on permanent or non-permanent advertising panels or on structures, fixtures or equipment (such as scoreboard or canopy advertising) whether within or on the exterior of the Facility or elsewhere in or around the Facility or the Facility Site; audio or video public address advertising and message board advertising; programs; virtual advertising; sponsor-identified projected images; advertising on or in schedules, admission tickets and yearbooks; all other print and display advertising; promotional events sponsored by advertisers; advertising display items worn or carried by concessionaires or personnel engaged in the operation of any Facility event; logos, slogans, uses of trademarks or other forms of advertising affixed to or included with cups, hats, clothing, baseball equipment or other items; field-related advertising; and other concession, promotional or premium items; provided, however that any such activity shall comport with community standards of decency;

(x) The right to own and license the Facility and Facility Site name, and the rights to create, use, promote and commercialize any representation of the Facility or the Facility Site, in whole or in part, or the name or contents thereof, for licensing, promotional, publicity, general advertising and other suitable purposes, including, without limitation, the creation, use, promotion and commercialization of text, data, images, photographs, illustrations, animation and graphics, video or audio segments of any nature, in any media or embodiment, now known or later developed, and all other rights of marketing and advertising, exploitation, in any format, now known or later developed, and associated promotional opportunities; provided, however that any such activity shall comport with community standards of decency and subject to the terms and conditions of Section 9 below;

(xi) The right to license any and all trademarks, service marks, copyrights, names, symbols, words, logos, colors, designs, slogans, emblems, mottos, brands, designations, trade dress, domain names and other intellectual property (and any combination thereof) in any tangible medium;

(xii) The right to transmit, broadcast, telecast, cablecast, webcast, stream, podcast, e-mail, distribute or otherwise disseminate, via any forms of technology or communication now known or hereafter created, all Facility games and events, and all data and information related thereto, for preserving, transmitting, disseminating or reproducing for hearing or viewing Facility games and events and descriptions or accounts of or information with respect to Facility games and events, including via internet, radio, television broadcasting, print, film, photograph, video, tape reproduction, satellite, closed circuit, cable, digital, broadband, DVD, satellite, pay television and all comparable media now existing or hereafter developed;

(xiii) The right to license or otherwise contract regarding the use of space on the roof or in other locations with telecommunications service providers for the permanent placement of antennae and equipment, subject to review and approval by the County Administrator (such approval not to be unreasonably conditioned, withheld or delayed) and compliance with all applicable laws and regulations;

(xiv) The right to operate the Team's offices which may include, in ANLBC's sole discretion, relocating its scouting and player development operations to the Facility;

(xv) The right to license, manage and operate all parking areas on the Facility Site (including, without limitation, an exclusive Team parking area to be agreed and designated by the Parties in a written agreement prior to Substantial Completion) and set all parking fees associated therewith, excluding parking associated with Third Party Events;

(xvi) The right to employ or retain (as agents, employees or independent contractors), suspend, terminate, supervise and control, in accordance with applicable laws, all personnel (whether full-time, part-time or temporary) that ANLBC determines to be necessary, including, without limitation, ticket sellers, ticket takers, ushers, medical personnel, maintenance crews and security personnel (other than public safety personnel), and determine the compensation, benefits and other matters in connection with such personnel;

(xvii) The right to market and promote events and identify and contract with all contractors and vendors in connection with the ticket operations, concessions and advertising relating thereto;

(xviii) The right to control the issuance of all credentials for events at the Facility, other than Third Party Events; and

(xix) The right to license, operate and conduct such other lawful activities associated with MLB, Minor League Baseball, the Team or its business.

(b) Right to Sublicense. ANLBC shall be permitted to enter into contracts or licenses, retain vendors and otherwise take all other actions necessary and desirable to utilize the

exclusive rights set forth herein including, without limitation, the right to sublicense ANLBC's operational rights to the owner of a Florida State League team with which ANLBC has a professional development contract, provided the same are lawful and are within the scope of this Agreement. Notwithstanding the exercise of any rights to sublicense, ANLBC shall remain responsible to the County under this Agreement.

(c) All Areas. Other than during Third Party Events and public use of the Public Plaza and the Multipurpose Fields as described in Section 5(e) below, ANLBC shall have the exclusive right to use and possess all areas of the Facility and the Facility Site during the Term (and any Extension Term) of this Agreement subject to the County's limited right to enter and inspect the Facility for reasonable purposes from time to time during normal business hours and following the delivery of prior notification to ANLBC. The County shall fully and promptly restore any damage to the Facility or the Facility Site in connection with such entry and inspection.

(d) County Events, City Events and Developer Events.

(i) During the Term, the County shall have the right to use the main stadium portion of the Facility and such other areas of the Facility as ANLBC and the County may mutually agree but excluding ANLBC's offices and the major and minor league clubhouses, for up to ten (10) civic-oriented non-profit events (not to exceed twenty (20) calendar days total but subject to a potential increase in the number of days per Section 5(d)(iv) below if agreed to by ANLBC) (the "County Events") per year outside of the Braves' Spring Training season (and the County has authorized the City to use up to three (3) of those County Events, not to exceed six (6) calendar days total but subject to a potential increase in the number of days per Section 5(d)(iv) below if agreed to by ANLBC) (the "City Events"), for City-sponsored civic oriented non-profit events). Developer shall have the right to conduct up to five (5) events per year utilizing the main stadium portion of the Facility and such other areas of the Facility as ANLBC and the Developer may mutually agree but excluding ANLBC's offices and the major and minor league clubhouses (not to exceed ten (10) calendar days total) (the "Developer Events"). The County Events, City Events and Developer Events are collectively referred to herein as the "Third Party Events". In no event may any of the Third Party Events take place during the time period from January through the conclusion of Spring Training. ANLBC and the City will enter into the City Use Agreement prior to the Commencement Date which shall set forth the terms and conditions of the City's use of the Facility for the City Events. ANLBC and the Developer will enter into the Developer License Agreement prior to the Commencement Date which shall set forth the terms and conditions of the Developer's use of the Facility for the Developer Events. Both the City Use Agreement and Developer License Agreement shall be subject to the County approval and shall require insurance in the amounts set forth in Exhibit E that names the County as an additional insured for all City and Developer Events.

(ii) ANLBC (or its sublicensed vendors) will be responsible for staffing, managing, and operating the Facility (including set-up, trash and litter clean-up, utilities, and a five percent (5%) administrative fee) during all Third Party Events, and the County, City or Developer, as applicable, shall, unless otherwise agreed, be responsible for paying ANLBC its direct costs associated with such staffing, managing and operating (including set-up, trash and litter clean-up, utilities, and a five percent (5%) administrative fee).

(iii) Except for reimbursement of expenses incurred by ANLBC in connection with the staffing of Third Party Events as set forth above, the County, City or Developer, as appropriate, shall have the right to retain all revenues from such Third Party Events.

(iv) Prior to each Spring Training Season, but no later than November 30 of the year preceding such Spring Training Season, representatives of ANLBC, the County, City and Developer shall meet to discuss and agree in writing upon the dates when each of the County, City and Developer may use the main stadium portion of the Facility for Third Party Events, such dates and events subject to ANLBC's prior, written approval in its reasonable discretion, not to be unreasonably withheld, delayed or conditioned, in each instance and the County, City and the Developer acknowledge and agree that ANLBC planned events (which include, without limitation, Home Games and ANLBC Events) have priority over Third Party Events. Notwithstanding the foregoing, ANLBC agrees in good faith to reasonably allow proposed modifications to the agreed upon schedule of Third Party Events subject to proposed and anticipated ANLBC Events at the Facility. The reasonableness of such modifications is to be determined in light of the justification of the requesting party for the schedule modification, the timeliness of the schedule modification request, and the frequency of schedule modification requests.

(v) The County is self-insured for all liability claims and related expenses pursuant to Section 768.28, Florida Statutes. The City Use Agreement and the Developer License Agreement shall have indemnification obligations of the City and the Developer related to City Events and Developer Events, respectively.

(vi) In no event shall the County, City or Developer be permitted to use the Facility Site in a manner that causes or may cause any material damage to any playing surface or any part of the Facility Site (e.g., football games, rodeos, tractor pulls, etc.) unless otherwise approved in writing by ANLBC. Any damage to the Facility Site or playing surface occurring during Third Party Events caused by someone other than ANLBC, shall be immediately repaired by the responsible user (the County, City or Developer, as applicable), at the sole expense of such Party to the condition the Facility Site was in prior to the Third Party Event. The use of the Facility Site for Third Party Events shall include the public portions of the Facility and the Facility Site, the playing surface and the media areas. ANLBC will also consider the County requests to open other areas of the Facility and the Facility Site (excluding ANLBC's offices and exclusive Team parking areas) for use during City and County Events provided that such use will not conflict with ANLBC's ongoing operations and the opening of such other areas shall be in ANLBC's sole and reasonable discretion.

(e) Additional Benefits and Use of Public Plaza and Multipurpose Fields.

(i) ANLBC agrees to make available, during each Braves' Spring Training season during the Term, six (6) season tickets between the dugouts (in groups of two (2) and four (4)), a suite for two (2) games (food and beverage excluded) and two (2) parking passes to the County. The luxury suite, tickets and parking provided to the County hereunder shall be used for tourism promotion and economic development purposes.

(ii) During the Term, ANLBC agrees that the City, the County, WVID and the general public will have access and use of the Public Plaza and the Multipurpose Fields at times when there is not a Home Game, an ANLBC Event, or a conflicting Third Party Event, and provided such access and use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility. To maximize the public use of the Public Plaza and the Multipurpose Fields, ANLBC, the County, the City, and WVID shall communicate on a quarterly basis to create a schedule of proposed organized City, the County, and WVID use of the Public Plaza and the Multipurpose Fields for the following quarter. Certain organized use of the Public Plaza and/or the Multipurpose Fields by the City, County and/or WVID, as applicable, will require access to and use of restrooms by the general public, which will require advance coordination with ANLBC. As part of the quarterly communication process described above, the City, County and WVID shall each identify the times when their respective planned use of the Public Plaza and/or the Multipurpose Fields will require the use of restrooms. ANLBC agrees to make restrooms open and accessible for the coordinated organized public uses when the need is identified by the City, County or WVID provided such access and use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility and provided further, that the City, the County, or WVID, as applicable, shall be responsible for the cleaning and maintenance of such public restrooms in connection with such public use. The County acknowledges that ANLBC Home Games, ANLBC Events and ANLBC's general business and baseball operations at the Facility and the Facility Site shall take scheduling priority over the County's, the City's, WVID's and the general public's use of the Public Plaza and the Multipurpose Fields. It is expressly agreed that outside of Home Games, ANLBC Events, conflicting Third Party Events, and organized City, the County, or WVID use of the Public Plaza and the Multipurpose Fields, the Public Plaza and Multipurpose Fields will be open to use by the general public to enhance the role of the Facility and the Facility Site in the betterment of the community provided such use does not interfere with the primary purpose of the Facility as the Team's training center or unduly burden or impact the Team's operations at the Facility. To the extent permitted by applicable law, the County, City, and WVID, as applicable, shall be responsible for the prompt and complete restoration of any damage caused to the Public Plaza or the Multipurpose Fields during such public use.

(iii) Depending on the nature of the event and/or activity taking place in the Public Plaza and/or the Multipurpose Fields, ANLBC and the County will discuss in good faith requiring participants in the County and/or City recreational programs to sign a release of liability waiver prior to participating in such events and/or activities

#### 6. ANLBC Financial Commitments.

(a) Annual Fee. ANLBC shall pay to WVID an Annual Fee, the initial payment due on the earlier of (a) Substantial Completion or (b) thirty (30) days prior to the District's first Debt Service Payment, in an amount equal to the outstanding annual debt service on the WVID Debt, excluding the City Contribution and Developer Contribution, issued to fund the construction of the Facility, with the amount of the Annual Fee payments to be made by ANLBC hereunder to be set forth in a definitive written agreement signed by ANLBC, WVID and the County, each acting in good faith (the "Annual Fee Confirmation"). The Annual Fee



shall be paid in two (2) equal annual payments, with such payments due thirty (30) days prior to the time WVID's two (2) annual debt service payments are due on the Facility as set forth in the Annual Fee Confirmation. The amount of the Annual Fee shall not be subject to increase without an updated and revised Annual Fee Confirmation executed by ANLBC and the County. In the event the actual cost of the Facility is less than the Project Budget, the Annual Fee shall be reduced, recalculated, and pro-rated, and shall be agreed upon in writing by ANLBC and the County in an updated and revised Annual Fee Confirmation based on the corresponding reduction in debt service needed to service the debt on the WVID Debt. The Annual Fee shall be used solely to fund scheduled debt service on the WVID Debt, and is to be paid by ANLBC to WVID for payment on the debt service on the WVID Debt.

(b) Concessionaire Allocation of Annual Fee. The Parties acknowledge and agree that 15% of the Annual Fee reflects ANLBC's use of the Facility for the purpose of operating food and drink concessionaire services within the premises, and 85% of the Annual Fee reflects ANLBC's use of the remaining facilities comprising the Facility. ANLBC shall be solely responsible to defend the allocation to the Florida Department of Revenue pursuant to Section 17(b) hereof and to pay the taxes imposed by the applicable Governmental Authority.

(c) Extension Term Fee. During any Extension Term, ANLBC will pay an annual payment of \$250,000 to the County on or before February 1 of each year of the Extension Term, which will be reinvested in the Facility as mutually agreed by ANLBC and the County.

(d) ANLBC FF&E. ANLBC shall be responsible for FF&E it deems necessary for installation at the Facility to operate the Team and to otherwise operate and manage the Facility. Such FF&E will include initial purchase of Facility scoreboard and scoreboard support structures, control room equipment and non-permanent concessions equipment but will not include concession stand build out (including permanent fixtures such as hoods and sinks which are included in the Project Budget). With the exception of the main scoreboard and associated scoreboard support structures, all FF&E paid for by ANLBC shall remain the property of ANLBC and may be removed by ANLBC at the conclusion of the Term. Any damage caused due to the removal of such FF&E shall be repaired diligently at the sole cost and expense of ANLBC.

## 7. Completion.

(a) Braves Completion Deadline. Per the terms of the Term Sheet, WVID has agreed to use commercially reasonable efforts to achieve Substantial Completion and receive all necessary approvals for the intended purpose of the Team conducting Spring Training operations and playing Spring Training games at the Facility on or before the Braves Completion Deadline.

(b) ANLBC Remedies. The County acknowledges and agrees that completion of the Facility on time is of great importance to ANLBC. No liability shall accrue to the County under this Agreement if the Braves Completion Deadline is not met, except if as a result of a material default by the County of its obligations hereunder or under the Operative Agreements, in which case the County shall assist ANLBC with finding an alternative temporary Spring Training site reasonably acceptable to ANLBC until such time as the Facility is complete. If the Braves Completion Deadline is not met other than as a result of an uncured material breach by

ANLBC of the Development Agreement, and the County has issued the County Bonds and WVID has issued the Facility Debt, ANLBC shall begin making its Annual Fee payments as set forth at Section 6(a) above, but until the Team is able to hold Spring Training operations and play Spring Training games at the Facility a pro rata portion of the Annual Fee (based on Spring Training Home Games missed) shall be reimbursed by WVID from financing reserves, if available, once sufficient for such reimbursement, if permitted under the Facility Debt documents. Any rights and remedies of ANLBC as a third party beneficiary under the architect agreement or construction management agreement, as applicable, and the right to reimbursement from any insurance proceeds it receives as an additional insured with respect to the foregoing shall be set forth in the Development Agreement.

8. Revenue Streams. Except as specifically set forth in this Agreement with respect to Third Party Events, ANLBC shall have the sole and exclusive right to retain all revenues, fees, and other amounts generated by ANLBC pursuant to this Agreement from the use, operation and management, license and/or sublicense of the Facility and the Facility Site from all sources, whether now existing or developed in the future and whether or not currently contemplated by the Parties, including, without limitation, all revenues from the exclusive rights granted to ANLBC in Section 5(a)(i)-(xviii) above.

9. Naming and Sponsorship Rights. ANLBC agrees to consult in good faith with the County on the sale of the naming rights to the Facility and agrees it will not sell naming rights to the Facility to any entity engaged in any business involving tobacco, illegal activity, sexually suggestive conduct and/or obscene or pornographic materials. Otherwise, ANLBC shall have the exclusive right to sell naming rights to the Facility, and to retain all revenues derived from such sale. The County acknowledges that ANLBC reserves the exclusive right to sell sponsorship, entitlement and/or naming rights to other designated areas of the Facility and the Facility Site and to retain all revenues related to such sales for such other areas. Following receipt by the County of written notice from ANLBC of the name of the Facility, the County shall exclusively use the name or names given to the Facility or any portion thereof in all correspondence, communications, advertising, websites, social media and promotions the County may undertake or utilize with respect to the Facility, including all press releases and in connection with the promotion of any City Events, County Events or Developer Events, subject to ANLBC approval for each initial use (and provided that each subsequent use is consistent with the initial approval). The County shall include the name of the Facility on all directional or other signage that is installed by the County that refers to or identifies the Facility. ANLBC will include references to the name "the West Villages" or something similar when referencing the Facility when appropriate or reasonable (e.g., SunTrust Park at The West Villages). However, the County acknowledges that there will be times when only the Facility name is utilized (e.g., SunTrust Park). ANLBC has agreed not to sell naming rights and/or sponsorship rights to the Facility to any home builder competitive with Developer or its affiliates as of the date of sale of such naming rights.

10. Marketing and Promotion of the Facility. It is recognized that the Facility will be located within the City of North Port and ANLBC will use commercially reasonable efforts to market and promote the City of North Port and Sarasota County in its marketing and promotion of the Facility and as more fully provided for herein. ANLBC acknowledges that the County and the City are undertaking a substantial financial responsibility to provide funding for the Facility.

ANLBC, the County and the City shall endeavor to develop an ongoing promotional relationship for the purpose of promoting Sarasota County, the City of North Port and the Greater Sarasota County region as a desirable and attractive year-round vacation and meeting destination venue and for the promotion of the Braves' Spring Training games and ticket sales related thereto. In consultation with the Sarasota Convention and Visitors' Bureau (d/b/a Visit Sarasota County) and the Sarasota Tourism Development Council, ANLBC shall make available on an annual basis certain promotional and tourism opportunities including but not limited to signage inside SunTrust Park as reasonably determined by ANLBC in consultation with the City and the County, a Sarasota County/City of North Port promotional day at SunTrust Park, use of a suite at SunTrust Park during such Sarasota County/City of North Port promotional day (food and beverage to be purchased separately by the County and City from ANLBC's concessionaire), participation in off-season Fan Fest Events, promotion of the Facility, the City of North Port and Sarasota County on the Team website, during in-game promotional video opportunities at SunTrust Park, and on ANLBC controlled radio and television broadcasts. The County, the City, Visit Sarasota County, and ANLBC shall meet on an annual basis to develop and review a mutually agreeable promotional plan.

11. Public Safety and Security. ANLBC shall, at ANLBC's expense, provide all necessary public safety personnel, including but not limited to law enforcement, fire, emergency medical service, traffic management personnel as well as qualified security and crowd control personnel to protect the public health, safety and welfare at all Home Games and ANLBC Events. The required amount of public safety and security shall be determined in conjunction with Government Authorities and be consistent with MLB standards for similar events and Comparable Spring Training Facilities. The County (or City or Developer, as applicable) shall, at its expense, provide all necessary public safety personnel, including but not limited to law enforcement, fire, emergency medical service, traffic management personnel as well as qualified security and crowd control personnel to protect the public health, safety and welfare at all County Events (or City Events or Developer Events as applicable) and in connection with the permitted use of the Public Plaza or the Multipurpose Fields as set forth at Section 5(e)(ii) of this Agreement. ANLBC will work in good faith with the City to utilize City police officers when and if necessary including for Home Games, ANLBC Events and Third Party Events.

12. Utilities. The Facility Site shall be furnished with domestic water, sufficient electrical capacity to operate and manage the Facility Site as contemplated herein (including, without limitation, capacity for lighting and equipment for night baseball games), sewage, field and grounds irrigation and drainage systems with maximum outsource, and telephone service and similar services, and ANLBC shall bear the monthly operating cost of all such Facility Site utilities at all times other than during use for Third Party Events for which utilities costs will be determined by ANLBC in good faith and promptly paid by City, the County or Developer as applicable.

13. Operation and Maintenance Expenses. Except for Capital Maintenance and Repairs, ANLBC shall be responsible for all costs and expenses in connection with its use, operation and management of the Facility and the Facility Site including, but not limited to, utilities, any assessments or charges imposed by WVID for the operation and maintenance of stormwater management facilities that serve the Facility and the Facility Site, cleaning and routine maintenance, but excluding costs and expenses for cleaning and utilities for Third Party

Events for which City, the County or Developer, as applicable, shall be responsible. ANLBC shall maintain and operate the Facility in a manner consistent with other Comparable Spring Training Facilities.

14. Capital Maintenance and Repairs and Capital Maintenance Fund.

(a) Subject to the terms and conditions set forth herein, the County and ANLBC shall each fund fifty percent (50%) of all costs arising in connection with the Capital Maintenance and Repair of the Facility and the Facility Site pursuant to the Program Requirements and in a manner consistent with other Comparable Spring Training Facilities from the Capital Maintenance Fund. Notwithstanding the foregoing, any repairs required for any Discretionary Improvements made by ANLBC and Trade Fixtures shall be the sole responsibility of ANLBC, and funds for such repairs shall not be drawn from the Capital Maintenance Fund (as set forth below).

(b) All disbursements of such funds shall be subject to the County's and ANLBC's approval (which approval shall not be unreasonably withheld). ANLBC, as the operator of the Facility, shall be responsible for implementing such Capital Maintenance and Repairs. Any Capital Maintenance and Repair necessitated by an Emergency shall not require prior submission to the County and may be made by ANLBC in its reasonable discretion; provided, however, that ANLBC shall immediately provide written notice to the County in the event of an Emergency and provide the County with all pertinent information pertaining thereto that the County may request and the County shall reimburse ANLBC for any reasonable costs in connection with the same. ANLBC shall promptly cause all non-Emergency Capital Maintenance and Repairs to be implemented after approval of such Capital Maintenance and Repairs by ANLBC and the County.

(c) ANLBC and the County shall each fund fifty percent (50%) of the agreed upon, minimum annual contributions to the Capital Maintenance Fund pursuant to the CMF Funding Schedule on or before May 1 during each year of the Term, which CMF Funding Schedule may be subject to revision from time to time by the Parties in writing. The County and ANLBC agree that none of the funds deposited into the Capital Maintenance Fund shall be expended within the first three (3) years of the Term.

(d) The Capital Maintenance Fund shall be maintained as a separate account by the County and the amounts in the Capital Maintenance Fund, including all earnings on such amounts, shall be disbursed from time to time solely for the purpose of funding Capital Maintenance and Repairs at the Facility and the Facility Site during the Term.

(e) Beginning in the fourth year following Substantial Completion and every five (5) years thereafter, ANLBC and the County shall participate in a joint facility assessment that includes an independent third party analysis by a party mutually acceptable to ANLBC and the County of the structural and engineering elements of the Facility and the Facility Site. The cost of such analysis shall be paid for from the Capital Maintenance Fund. The analysis shall be done outside of Spring Training and the findings of such analysis shall be utilized by the Parties as a tool in addressing the priority of work to be funded from the Capital Maintenance Fund but

such findings shall not create any obligations on the part of ANLBC or the County to complete any of the proposed work set forth in such analysis.

(f) Beginning in the third year following Substantial Completion and each calendar year thereafter, the County and ANLBC shall cooperatively develop a rolling five (5) year plan of Capital Maintenance and Repairs that will act as a guide to maximize the efficiency of Capital Maintenance and Repairs. No later than June 1 of each calendar year, ANLBC shall submit to the County its proposed plan of Capital Maintenance and Repairs for the next five (5) years as well as those Capital Maintenance and Repairs to be accomplished in the succeeding year. The submittal shall include reasonable detail as to the reason for and expected cost of proposed Capital Maintenance and Repairs. No later than August 1 of each calendar year, ANLBC will be notified of the County's approval or disapproval for funding of such Capital Maintenance and Repairs for the succeeding year as well as the County's approval or modification of the Capital Maintenance and Repairs plan for the next five (5) years as well as reasonable detail regarding Capital Maintenance and Repair items requested by ANLBC but disapproved by the County. In no instance is the County required to exceed the amount of funding in the Capital Maintenance Fund in any given year.

(g) The funds in the Capital Maintenance Fund shall be managed and invested by the County in such investments as are permitted under applicable county, state and federal law and regulations and in accordance with the County's Investment Policy.

(h) In the event that the actual cost of Capital Maintenance and Repairs for the then-current year exceeds the total amount in the Capital Maintenance Fund, the County and ANLBC shall negotiate in good faith to agree upon any additional contributions to the Capital Maintenance Fund to be paid by the County and ANLBC. In the event there are any monies in the Capital Maintenance Fund at the end of the Term or the earlier termination of this Agreement, then following the completion of any remaining Capital Maintenance and Repair, such remaining monies shall be divided by the Parties pro-rata, based on the percentage of contribution by each Party to the Capital Maintenance Fund.

(i) The County and ANLBC shall not have any obligation to fund the Capital Maintenance Fund during any Extension Term.

15. ANLBC Improvements.

(a) Discretionary Improvements. Notwithstanding the obligations of ANLBC and the County to fund Capital Maintenance and Repairs as set forth herein, ANLBC shall have the right, from time to time, in its sole discretion and at its own expense, to make alterations and improvements to the Facility, as shall be reasonably necessary or appropriate, in ANLBC's judgment, for ANLBC conduct of its business without the need for prior review or approval by the County (collectively, "Discretionary Improvements"); provided, however, that ANLBC shall obtain the prior written approval of the County for any improvements that materially affect the structural elements or components of the Facility. Such alterations or improvements shall be performed in a lien-free and good and workmanlike manner. These Discretionary Improvements are beyond the Program Requirements and the repair and replacement of such improvements will not be eligible for the use of monies in the Capital Maintenance Fund.

(b) MLB Required Improvements. ANLBC shall provide the County with written notice of any alterations or improvements to the Facility required to comply with the MLB Rules and Regulations or MiLB requirements (if applicable) and ANLBC shall be obligated to make any such alterations and improvements at its expense as it deems reasonably necessary in such time frame as is required to comply with the MLB Rules and Regulation or MiLB requirements (if applicable)s. ANLBC and the County will work in good faith to evaluate whether the respective annual contributions to the Capital Maintenance Fund are sufficient to cover the repair and replacement of MLB required improvements beyond the Program Requirements.

16. Return of Facility.

(a) Pursuant to the Development Agreement, subject in all cases to Developer's option to purchase the Facility Site, if any, at the termination or expiration of this Agreement, ANLBC agrees to return the Facility to its original or subsequently improved condition, ordinary wear and tear, casualty, or condemnation excepted, and to return to the County all equipment and personal property of the County in good working condition, ordinary wear and tear excepted, in each case after a joint inspection of the Facility by the County and ANLBC. Promptly after such inspection at the termination of any occupancy, ANLBC shall have the option to either (i) make any necessary repairs; or (ii) pay the County for any damages to the premises or to personal property, ordinary wear and tear excepted, except to the extent said damage was caused by the assigns, agents, affiliates, employees or officers of the County. ANLBC shall have the right upon termination of this Agreement, within sixty (60) days thereafter, to remove from the premises all movable property which is not permanently affixed to the structure and which is not owned by the County, including without limitation all concession equipment and broadcasting equipment, whether or not such items are deemed movable and whether or not they are permanently affixed to the structure, provided that ANLBC repair any damage caused by removal of such items to the reasonable satisfaction of the County.

(b) Except for the main Facility scoreboard, all FF&E paid for by ANLBC shall remain the property of ANLBC and may be removed by ANLBC at the conclusion of the Term. Any damage caused due to the removal of such FF&E shall be at the sole cost and expense of ANLBC.

(c) All Trade Fixtures shall be owned by ANLBC and ANLBC shall have the right to remove any such Trade Fixtures at the end of the Term, provided ANLBC has repaired or restored the area from which such Trade Fixture has been removed. By way of example, and not limitation, ANLBC may not remove the main Facility scoreboard but ANLBC would be allowed to remove a secondary (not included in Program Requirements) sponsored video board paid for and installed by ANLBC; however any wiring or other infrastructure supporting such video board shall remain at the Facility. Any Trade Fixture desired to be installed by ANLBC requires the County's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

17. Taxes.

(a) Ad Valorem Taxes. Following conveyance of the Facility and the Facility Site from WVID to the County, the County will continue to own the Facility and the Facility Site throughout the Term and will be authorized to grant ANLBC the rights provided hereunder. This Agreement has been entered into for the paramount public purpose of promoting tourism, gainful employment and economic growth in the County and the State of Florida. The County is constitutionally immune from payment of ad valorem taxes for any real property that it owns but shall remain solely responsible for the full amount of any and all real property ad valorem taxes, if any, which may be assessed or imposed upon the Facility apart from the ANLBC FF&E and Trade Fixtures. Accordingly, it is the intent of the parties that ANLBC's occupancy and use of the Facility hereunder shall be exempt from ad valorem taxation. If, for any reason during the Term, any or all of the interests or other rights or benefits held by ANLBC under this Agreement become subject to ad valorem taxation, such tax shall be paid by ANLBC.

(b) Taxes Regarding ANLBC's Operations. ANLBC shall be responsible for the full amount of any and all taxes, assessments, licenses and charges on its operations. The County represents and warrants that no taxes, surcharges, franchise tax, impact fees, development contributions, assessments or similar charges shall be levied by the County against ANLBC that are not generally applicable to all other businesses in the County. ANLBC shall have the right to contest, at its sole cost and expense, the validity or amount, in whole or in part, of any taxes or other impositions imposed against ANLBC by appropriate proceedings timely pursued in accordance with any protest procedures permitted by any applicable Governmental Authority.

18. Operating Permits. ANLBC shall secure such permits, variances, and licenses as may be necessary or desirable to operate the Facility as is contemplated by this Agreement. To the extent permitted by law, the County will assist and cooperate with ANLBC in securing permits or licenses for the operation of the Facility and shall not unreasonably withhold, delay or condition its approval in connection therewith.

19. Disaster Preparedness, Disaster Response, and Shelter. The Facility Site may be used, in areas agreed upon by the Parties, for emergency response personnel and equipment, debris and debris-removal equipment for natural disaster preparations, response, and potential shelter. Such uses by the County shall be reasonably limited in scope and duration, and the County shall undertake reasonable measures to mitigate damage or negative impacts to the Facility Site in connection with such use. The County shall provide notice regarding any such use to ANLBC prior to such entry to the extent practicable, shall provide regular notices to ANLBC during the period of such use, and shall permit reasonable access to the Facility Site by ANLBC and its agents at all times during such use. In the event the County uses the Facility Site pursuant to this Section 19, the County agrees to completely remove all disaster/hurricane-related debris and materials from the Facility Site and take such other remedial action as may be necessary within a reasonable period of time prior to the Spring Training Period so as to allow ANLBC full beneficial use of the Facility Site. The County shall be responsible for all damage, clean-up, maintenance, repairs and costs and expenses in connection with the use of the Facility Site for disaster purposes, and the County shall promptly clean up, and fully repair and restore the Facility Site, all at no cost or liability to the ANLBC.

20. Insurance.

(a) ANLBC Insurance. Throughout the Term of this Agreement, including any Extension Terms, ANLBC shall provide and maintain, at its expense, the policies of insurance set forth in Exhibit E, which shall protect ANLBC and the County and WVID from any claim, damage, liability, loss or expense to Persons or property (hereinafter, "Claims") caused by, resulting from, arising out of or in connection with the duties and obligations of ANLBC pursuant to this Agreement; provided that the policies of insurance shall be sufficient to cover the Annual Fee.

All such insurance required above shall be primary and non-contributory, written by insurance companies qualified (on an admitted or non-admitted basis) to do business in the State of Florida with A.M. Best ratings of A- or better. The County and WVID shall be included as an Additional Insured under the General Liability, Liquor Liability, Automobile Liability and Umbrella Liability policies to be maintained by ANLBC pursuant to Exhibit E. ANLBC shall provide at least thirty (30) days prior written notice to the County and WVID if any coverage required to be maintained by ANLBC pursuant to this Agreement is going to be materially changed, reduced or cancelled. ANLBC shall bear all costs of all deductibles under policies maintained by ANLBC. Upon request, ANLBC shall furnish to the County and WVID certificates of insurance for all of the above policies. ANLBC hereby agrees to furnish renewal certificates throughout the term of the Agreement. Any one or more of the types of insurance coverages required under this Section 20(a) may be maintained through a master policy insuring other entities, provided that such blanket or master policy and the coverage effected thereby comply with all applicable requirements of this Agreement.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of ANLBC with respect to obligations imposed under this Agreement, including, but not limited to, obligations imposed under the provisions of Section 21(a) below.

(b) County Insurance. Throughout the Term of this Agreement, including any Extension Terms, the County shall provide and maintain, at its expense, the policies of insurance or equivalent self-insurance as set forth on Exhibit E, to address claims caused by, resulting from, arising out of or in connection with the duties and obligations of the of the County pursuant to this Agreement:

The County shall provide at least thirty (30) days prior written notice to ANLBC and WVID if any coverage required to be maintained by the County pursuant to this Agreement is going to be materially changed, reduced or cancelled. The County shall bear all costs of all deductibles (or self-insured retentions) under policies maintained by the County. Upon request, the County shall furnish to ANLBC and/or WVID a letter evidencing the above described coverage.

It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of the County with respect to obligations imposed under this Agreement, including, but not limited to, obligations imposed under the provisions of Section 21 below.

21. Indemnification.



(a) ANLBC Indemnification Obligations. To the fullest extent permitted by law, ANLBC shall indemnify, defend and hold harmless (x) the County and each and all of their respective directors, officers, employees, agents and volunteers or any of them as their interests may appear and (y) WVID and each and all of their respective directors, officers, employees, agents and volunteers or any of them as their interests may appear from and against any and all Claims caused by, resulting from or arising out of the following:

(i) The performance or non-performance of the duties and obligations of ANLBC pursuant to this Agreement;

(ii) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by ANLBC, their contractors or agents;

(iii) Any conduct or activities of ANLBC, their contractors or agents which violates any applicable state or local law, rule, regulation or ordinance; and/or

(iv) Any misrepresentation, breach or alleged breach of any of obligations, representations or warranties contained in this Agreement by ANLBC.

The foregoing indemnification excludes all Claims arising from the negligent acts, omissions or obligations on the part of (x) the County and each and all of their respective directors, officers, employees, agents and volunteers and (y) WVID and each and all of their respective directors, officers, employees, agents and volunteers. ANLBC's indemnification obligations shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

(b) County Indemnification Obligations to ANLBC, MLB & MiLB. Up to the express monetary limits of Section 768.28, Florida Statutes, and without constituting a waiver of the County's sovereign immunity, the County shall indemnify, defend and hold harmless ANLBC, MLB, MiLB and each of their respective parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, agents and volunteers from and against any and all Claims caused by, resulting from or arising out of the following:

(i) The performance or non-performance of the duties and obligations of the County pursuant to this Agreement;

(ii) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by the County;

(iii) Any conduct or activities of the County which violates any applicable state or local law, rule, regulation or ordinance;

(iv) Any material misrepresentation by the County contained in this Agreement; and/or

(v) Any Claims arising from County Events or County organized use of the Public Plaza or the Multipurpose Fields including the associated use of restrooms under Section 5(e)(ii).

The foregoing indemnification excludes all Claims arising from the acts or omissions of ANLBC, MLB, MiLB and each of their respective parent and affiliate companies, their respective officers, directors, shareholders, employees, agents and volunteers. The County's indemnification obligations hereunder shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

(c) County Indemnification Obligations to WVID and Developer. Up to the express monetary limits of Section 768.28, Florida Statutes, and without constituting a waiver of the County's sovereign immunity, the County shall indemnify, defend and hold harmless (x) WVID and its directors, officers, employees, agents, and volunteers and (y) Developer and its parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, managers, members, partners, employees, agents and volunteers from and against any and all Claims caused by, resulting from or arising out of the following:

(i) Any negligent or grossly negligent action, inaction, omission or intentional misconduct by the County;

(ii) Any conduct or activities of the County which violates any applicable state or local law, rule, regulation or ordinance;

(iii) Any material misrepresentation by the County contained in this Agreement; and/or

(iv) Any Claims arising from County Events.

The foregoing indemnification excludes all Claims arising from the acts or omissions of (x) WVID and its directors, officers, employees, agents, licensees, volunteers, independent contractors and consultants and (y) Developer and its parent and affiliate companies, and each of their respective officers, directors, shareholders, employees, managers, members, partners, employees, agents and volunteers. The County's indemnification obligations hereunder shall survive the expiration and/or termination of the Agreement to the extent of any loss based upon or arising out of any acts or omissions occurring during the Term of this Agreement.

22. Limitation of Liability. In no event shall any Party be liable for incidental, special, consequential or punitive damages suffered by a Party and each Party shall in all events seek to mitigate its damages to the extent required by law.

23. Time is of the Essence. In all matters concerning or affecting this Agreement, time is of the essence.

24. Quiet Use and Enjoyment. During ANLBC use and occupancy of the Facility and the Facility Site under this Agreement, ANLBC shall have and be entitled to the quiet enjoyment with respect to the use and occupancy of the Facility Site and the privileges herein granted

without interruption or interference by any Person including, specifically, the County, and the County shall defend ANLBC in such peaceful and quiet use and possession against the claims of all Persons claiming by, through or under the County, except to the extent that certain rights to use the Facility Site, or any portion of it, may be reserved to the County for County Events in accordance with this Agreement. There shall be no use of personal property owned or controlled by ANLBC without ANLBC prior written consent.

25. Destruction of Facility.

(a) If all or any Significant Portion of the Facility is damaged or destroyed by fire or other casualty, the County shall repair and rebuild the Facility (using proceeds from the Property insurance maintained by the County on the Facility and its structural components) with thorough diligence to its condition immediately before such loss or the condition required by law, whichever is greater, with such repair and rebuilding to be completed as soon as is possible giving due attention to the Spring Training Season after such fire or other casualty occurs and in any event not later than two years after such fire or other casualty occurs. For the purposes of this Section 25, Section 26 (below) and Section 3.4 of the Non-Relocation Agreement, "Significant Portion" of the Facility shall mean the loss of the use of a portion of Facility that materially interferes with the intended use and function of the Facility to exhibit, promote, schedule and play or conduct Home Games. If there is substantial interference with the operation of ANLBC's activities or use of the Facility, then ANLBC will be temporarily authorized to use other Spring Training facilities and to schedule its activities or events at other Spring Training facilities. It is specifically understood by and between the Parties that during the period of such interference, ANLBC shall have the right to schedule its activities or events at other Spring Training facilities and ANLBC's obligations pursuant to this Agreement shall be abated during such interruption. If the Facility is not, cannot, or will not be restored to the condition immediately before such casualty or the condition required by law, whichever is the greater, within two years after the fire or other casualty occurs, ANLBC may terminate this Agreement and neither Party shall have any claim whatsoever against the other Party as a result thereof.

(b) If the Facility shall be destroyed or materially damaged, during the final five (5) years of the Term (or any Extension Term), and provided that the Facility Debt and the County Bonds have been fully repaid, ANLBC may elect to terminate this Agreement upon delivery of written notice given no later than thirty (30) days after any such event to the County as of the end of the month of such written notice, and payment of any Annual Fee payable through the effective date of such termination, pro-rated on a per diem basis. Upon the delivery of such notice and the making of any payments required hereunder, this Agreement shall terminate on the date specified in such notice and ANLBC shall have no further obligations in connection with this Agreement. ANLBC acknowledges and agrees that all insurance arising from such damage or destruction shall be paid to the County.

26. Condemnation.

(a) If all or a Significant Portion of the Facility or the Facility Site is taken by any State of Florida or United States public authority pursuant to the power of eminent domain, then this Agreement shall terminate as of the date possession is taken by the public authority.

(b) If part of the Facility or a Significant Portion of the Facility Site is taken by any State of Florida or United States public authority pursuant to the power of eminent domain and in the reasonable opinion of either the County or ANLBC it is not economically feasible to continue this Agreement, either Party may terminate this Agreement under the following terms and conditions:

(i) Such termination by either Party shall be made by written notice to the other given not later than ninety (90) days after the date possession is taken by the public authority.

(ii) Termination shall be effective thirty (30) days after such notice is given at which time ANLBC will return the Facility to the County.

(c) If neither the County nor ANLBC elect to terminate this Agreement, the County shall make such repairs or alterations, if any, as are required to render the remainder of the premises useable for its intended purposes.

(d) ANLBC may assert a claim against the condemning authority to disruption or relocation of ANLBC's business or for ANLBC's property located on the premises but not for the Facility or Facility Site improvements.

27. Recording. This Agreement, and ANLBC interest in the Facility and the Facility Site shall be recorded in the Official Records of Sarasota County, Florida.

28. Notices. Any and all notices required or permitted to be given hereunder shall be deemed given when actually received, if delivered personally, or upon receipt, if deposited with the U.S. Postal Service, first class postage prepaid, certified or registered mail, return receipt requested and addressed as follows:

(a) If to ANLBC: Mr. Terry McGuirk  
CEO  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

With a copy to: Mr. Greg Heller  
Executive Vice President & Chief Legal Officer  
Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339

(b) If to the County County Administrator  
1660 Ringling Blvd.  
Sarasota, FL 34236

With a copy to: County Attorney at the same address.

29. Assignment.

(a) Neither Party may assign its rights or obligations under this Agreement (whether via merger, stock or asset sale, recapitalization, or otherwise) without the prior, written consent of the other Party; provided, however, the County acknowledges and agrees that ANLBC may assign its rights and obligations hereunder as a whole to any successor-in-interest or new owner of the Team; provided that (i) such transaction received MLB Approval, (ii) any such successor-in-interest has credit worthiness substantially similar to ANLBC and provides evidence of such that is deemed satisfactory to the County in its reasonable discretion, and (iii) such successor-in-interest or new owner has assumed the obligations of ANLBC under this Agreement, including acceptance of the obligations of the Non-Relocation Agreement, except in the event of a change of control of ANLBC pursuant to which ANLBC remains a Party to this Agreement, which shall not require consent provided such transaction received MLB Approval.

(b) Developer may assign its rights hereunder as a whole in connection with an assignment of its rights under the Development Agreement and subject to the same conditions as are set forth in the Development Agreement. The assignment of obligations is not referenced in this Section 29(b) because Developer has no obligations under this Agreement.

30. Binding Effect. This Agreement shall inure to the benefit of and remain fully binding upon the parties hereto and their respective successors and permitted assigns.

31. Default, Remedies, and Termination.

(a) If either Party hereto (the "Defaulting Party") shall fail to perform any of its obligations under this Agreement, then the Party not in default (the "Non-Defaulting Party") shall provide notice of such failure to the Defaulting Party and afford the Defaulting Party a grace period to cure said failure, as follows:

(i) Where a grace period is specifically provided, that specific grace period shall apply.

(ii) Where a grace period is not specifically provided, the Defaulting Party shall afford the Non-Defaulting Party a grace period of: (i) ten (10) business days to cure monetary failure; and (ii) thirty (30) days to cure any non-monetary default; provided, however, that if any non-monetary failure cannot be cured within such thirty (30) day period, the Defaulting Party shall be afforded such additional time as shall be reasonably required to cure such failure, if the Defaulting Party has commenced the appropriate cure within said initial thirty (30) day period and thereafter proceeds with reasonable diligence to cure said failure.

(iii) If any failure to perform shall not have been cured by the expiration of the applicable grace period, then an "Event of Default" shall be deemed to have occurred and the Non-Defaulting Party shall have the rights and remedies set forth in Section 31(b) below.

(b) If an Event of Default shall occur, the Non-Defaulting Party shall have the right but not the obligation to cure such default on behalf of the Defaulting Party, in which event

the Defaulting Party shall immediately reimburse the Non-Defaulting Party for all sums paid by it to effect such cure, together with interest thereon at the annual rate of interest equal to the prime rate of interest charged by the County's primary financial institution to its commercial customers with the highest credit rating plus one and one-half percent (the "Default Rate").

(c) Dispute Resolution in an Event of Default. If an Event of Default shall occur and is not cured under Section 31(b) above, then prior to the Non-Defaulting Party filing any lawsuit to terminate this Agreement in accordance with Section 31(d) below, the Parties shall be required to submit such dispute or controversy to non-binding mediation. Under no circumstances, however, shall the Parties be permitted to resolve the dispute or controversy through mediation or otherwise in a manner that compromises or otherwise negatively impacts the repayment of the Facility Debt.

(d) Termination by Non-Defaulting Party. If the Parties cannot resolve the dispute or controversy through mediation under Section 31(c) above, the Non-Defaulting Party may file a lawsuit seeking a declaration that it has the right to terminate this Agreement only after providing the Defaulting Party with thirty (30) days prior written notice that one of the following events (collectively hereinafter referred to as the "Termination Events") has occurred and is continuing:

(i) If, by order of a competent authority, a receiver, liquidator or trustee of Defaulting Party shall be appointed and such receiver, liquidator or trustee shall not have been discharged within thirty (30) days after the making of such order, or if by decree of such authority Defaulting Party shall be adjudicated or determined to be bankrupt or insolvent, or if Defaulting Party shall file a petition in voluntary bankruptcy, shall make an assignment for the benefit of or enter into a composition with its creditors, shall seek to terminate its existence or shall otherwise seek to wind up its affairs;

(ii) If Defaulting Party fails to make any payments pursuant to this Agreement within sixty (60) days following receipt of written notice of such Termination Event (following the expiration of the grace period set forth at Section 31(a)(ii) above); provided however, Defaulting Party shall have the right to withhold any amounts disputed in good faith until the settlement of any such dispute; or

(iii) If Defaulting Party breaches any material provision, agreement or obligation under this Agreement, that is not cured within sixty (60) days after notice of such Termination Event; provided, however, that if such Termination Event cannot be cured within such sixty (60) day period, but the Termination Event is capable of cure within a reasonable period of time which is acceptable to the Non-Defaulting Party, and Defaulting Party diligently pursues such cure, Defaulting Party shall be allowed such agreed upon time period to cure such Termination Event.

For avoidance of doubt, the Parties agree that compliance with this Section 31(d) shall be the sole means by which a Party can seek to terminate this Agreement. Furthermore, notwithstanding anything herein to the contrary, the Non-Defaulting Party shall continue to perform all of its obligations under this Agreement until a court of competent jurisdiction

determines, in a final and non-appealable order, that the Non-Defaulting Party may terminate this Agreement.

(e) Cumulative Rights. The remedies heretofore described in this Section 31 shall be in addition to any other remedy the Non-Defaulting Party may have at law or in equity in the event of an Event of Default, including without limitation:

(i) An action to recover monies then due and owing from the Defaulting Party, together with interest thereon at the Default Rate, from the date on which such monies were due;

(ii) An action for specific performance of non-monetary covenants and agreements on the part of the Defaulting Party; and/or

(iii) An action for recovery of all actual losses, costs and reasonable attorneys' fees incurred by the Non-Defaulting Party in connection with, arising out of or in any way related to the Default.

(e) Non-Relocation Default. In the event ANLBC allows a Non-Relocation Default to occur beyond any applicable cure periods, the County shall have, in addition to the remedies set forth above, all other remedies set forth in the Non-Relocation Agreement.

(f) Spring Training Default. Notwithstanding the provisions set forth in this Section 31, in no event may this Agreement be terminated during Spring Training.

32. Dispute Resolution. The Parties acknowledge that their rights and responsibilities under this Agreement involve coordination and cooperation with respect to the use and operation of as well as Capital Maintenance and Repairs to the Facility and the Facility Site. The Parties agree to undertake commercially reasonable measures to attempt to settle any dispute or controversy that may arise between them regarding any provision or obligation set forth in this Agreement by non-binding mediation prior to filing any lawsuit related to this Agreement.

33. Status of Parties. The Parties hereto shall be deemed and construed as independent contractors for all purposes and not as the agent, employee, representative or servant of the other.

34. No Waiver or Breach. No failure of either Party to insist upon exact compliance with the terms and, provisions herein contained shall be deemed or construed as a waiver of any subsequent breach of this Agreement.

35. Severability. If any provisions of this Agreement shall be declared invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect unless so construing the Agreement would produce an inequitable result.

36. Governing Law, Venue and Jurisdiction. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be

exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.

37. Waiver of Jury Trial. The parties hereby expressly agree that in the event of litigation regarding this Agreement, any and all rights to jury trial are waived.

38. Multiple Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be original and all of which shall constitute one and the same instrument.

39. Entire Agreement. This Agreement and its exhibits shall constitute the entire agreement between the parties hereto with respect to the subject matter herein contained. There are no agreements or understandings between the parties hereto, whether oral or written, regarding the subject matter hereof, which have not been embodied herein or incorporated herein by reference.

40. Further Assurances and Corrective Instruments. The Parties each agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may be reasonably required for carrying out the intentions of the Parties or facilitating the performance of this Agreement provided that the rights of the Parties in connection with this Agreement are not impaired thereby.

41. MLB and MiLB Subordination. Notwithstanding any other provision of this Agreement, this Agreement, and any rights or exclusivities granted by ANLBC hereunder shall in all respects be subject and subordinate to the MLB Rules and Regulations and the rules and regulations of Minor League Baseball. The issuance, entering into, amendment or implementation of any of the MLB Rules and Regulations shall be at no cost or liability to any MLB Entity. This Agreement is subject to MLB approval and no amendment of this Agreement may be made without first obtaining all necessary MLB approvals. Nothing herein shall be construed as conferring on the County or WVID any rights outside of the Facility. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by the applicable MLB Entities) are conferred by this Agreement, except as are specifically approved in writing by the applicable MLB Entities. This Agreement may also be subject to MiLB approval in the event ANLBC elects to play Florida State League games at the Facility.

42. Most Favored Nation Provision. In the event the County or any County created agency or district enters into, or permits (including, without limitation, any grant by the County's acquiescence in a third party's exercise of rights not expressly granted to it) enters into any agreement or other arrangement with any other MLB team or affiliate for a Spring Training or minor league facility with financial terms more favorable than the financial terms set forth herein, the County shall provide written notice of such financial terms to ANLBC, whereupon ANLBC shall have the right to modify the financial terms to the extent necessary to reflect such more favorable financial terms. To the fullest extent permitted by law, ANLBC shall be provided with access to books, records and communications reasonably requested by ANLBC or its



designees in order to ensure the County's compliance with this **Section 42**. Notwithstanding the foregoing, this **Section 42** shall not apply to agreements or arrangements with the Baltimore Orioles that may involve modifications to the existing Memorandum of Understanding between the County and the Baltimore Orioles or other agreements with respect to renovations, improvements, expansions or the provision of additional facilities at either the Ed Smith Stadium Complex or the Buck O'Neil Baseball Complex.

43. **Maintenance of Tax-Exempt Status of County Bonds.** The Parties each agree not to knowingly take any action or omit to take any action if such action or omission would jeopardize the tax-exempt status of the WVID or County Bonds.

44. **Force Majeure.** No Party shall be deemed in breach of this Agreement in the event of non-performance due to a Force Majeure; provided, however, that any event involving or relating to any County restrictions or acts or failures to act shall not relieve the County of its obligations pursuant to this Agreement unless the failure to act is as a result of another Force Majeure beyond the reasonable control and without the fault of the Party claiming an excuse from performance. The Parties' respective performance under this Agreement will be suspended during such Force Majeure, each Party shall resume performance of this Agreement upon the conclusion of such Force Majeure, and the Parties shall confer in good faith to determine if any remedial action is necessary as a result of such Force Majeure.

45. **No Personal Liability.** Nothing herein shall be construed as creating any individual or personal liability on the part of any of the County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers or on the part of any of the ANLBC's members, executives, officers, or employees.

46. **General Representations and Warranties.**

(a) ANLBC hereby make the following representations and warranties:

(i) **Organization.** ANLBC is a limited liability company duly organized and validly existing under the laws of the State of Georgia and has the requisite power and authority to enter into and perform its obligation under this Agreement.

(ii) **Authorization/Consents.** This Agreement has been duly authorized by all necessary action on the part of ANLBC and does not require notice to or the consent or approval of any trustee or holder of any indebtedness or any other Person, except such as have been, or on or before the Commencement Date will have been duly given or obtained.

(iii) **Execution.** This Agreement, upon the execution and delivery hereof, will constitute, a legal, valid and binding obligation of ANLBC, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) **No Violation.** Neither the execution, delivery or performance of this Agreement by ANLBC, nor the consummation by ANLBC of the transactions contemplated

hereby, nor compliance by ANLBC with the provisions hereof conflicts or will conflict with, nor results in or will result in the breach of any provisions of, the operating/organizational documents of ANLBC, any applicable law binding on ANLBC or any indenture, mortgage, contract, lease or other instrument to which ANLBC is a party or by which it or any of its property is bound.

(v) Litigation. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against ANLBC before any court, arbitrator or administrative or Governmental Authority and which, if decided adversely to ANLBC's interest, would have an adverse effect upon the ability of ANLBC to perform its obligations under this Agreement.

(b) The County hereby makes the following representations and warranties:

(i) Organization. The County is a Florida a charter county and political subdivision of the State of Florida and has the requisite power and authority to enter into and perform its obligation under this Agreement.

(ii) Authorization/Consents. This Agreement has been duly authorized by all necessary governmental action on the part of the County and does not require notice to or the consent or approval of any trustee or holder of any indebtedness or any other Person, except such as have been, or on or before the Commencement Date will have been duly given or obtained.

(iii) Execution. This Agreement, upon the execution and delivery hereof, will constitute, a legal, valid and binding obligation of the County, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No Violation. Neither the execution, delivery or performance of this Agreement by the County, nor the consummation by the County of the transactions contemplated hereby, nor compliance by the County with the provisions hereof conflicts or will conflict with, nor results in or will result in the breach of any provisions of, the organizational documents of the County, any applicable law binding on the County or any indenture, mortgage, contract, lease or other instrument to which the County is a party or by which it or any of its property is bound.

(v) Litigation. There is no action, suit, investigation or proceeding pending or, to its knowledge, threatened against the County before any court, arbitrator or administrative body or Governmental Authority and which, if decided adversely to the County's interest, would have an adverse effect upon the ability of the County to perform its obligations under this Agreement.

47. Florida State League Team. The Parties acknowledge and agree that ANLBC does not currently own a Florida State League team but instead provides minor league players and coaches of the Team to a third party owner of a Florida State League team per the terms of a standard player development contract. In the event that ANLBC acquires rights ("FSL Rights")

to own, operate or affiliate with a Florida State League team at the Facility and to play Florida State League games at the Facility, ANLBC shall provide written notice to the County with respect to the acquisition of such FSL Rights. ANLBC shall have the right to play such Florida State League games at the Facility to the extent of such FSL Rights acquired by ANLBC and such games shall be deemed "Home Games" per the terms of this Agreement subject to all applicable MiLB rules, regulations and approvals. The Parties will work in good faith to obtain all necessary MiLB and MLB Approvals in connection with the acquisition of such FSL Rights by ANLBC to allow ANLBC to play such Florida State League games at the Facility per the terms of this Agreement.

48. Third Party Beneficiaries.

(a) WVID is an express third party beneficiary of the terms, to the extent applicable, of Sections 5(e), 6(a), 20, 21 and 43 to this Agreement, is entitled to the rights and benefits thereunder and may enforce Sections 5(e), 6(a), 20, 21 and 43 hereof as if it were a party hereto; provided however that the foregoing shall not give rise to any obligations on the part of WVID nor any right of any party or non-party to bring or maintain an action against WVID based on the third party rights and benefits granted hereunder.

(b) Developer is an express third party beneficiary of the terms, to the extent applicable, of Sections 5(d), 9, 16(a), 16(b), 16(c), and 21(c) to this Agreement, is entitled to the rights and benefits thereunder and may enforce Sections 5(d), 9, 16(a), 16(b), 16(c), and 21(c) hereof as if it were a party hereto; provided however that the foregoing shall not give rise to any obligations on the part of Developer nor any right of any party or non-party to bring or maintain an action against Developer based on the third party rights and benefits granted hereunder.

(c) Nothing in this Agreement, express or implied, is intended to (a) confer upon any Person other than MLB, WVID or Developer and the Parties and their permitted successors and assigns any rights or remedies under or by reason of this Agreement as a third-party beneficiary or otherwise; or (b) authorize anyone not a party to this Agreement (other than MLB, WVID or Developer) to bring or maintain an action pursuant to or based upon this Agreement.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC and duly authorized officials of the County, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this \_\_ day of May, 2017.

ATLANTA NATIONAL LEAGUE  
BASEBALL CLUB, LLC, a Georgia limited  
liability company

WITNESSES:

[Signature]  
[Signature]

By: Terence F. McGuirk  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

STATE OF Georgia )  
 ) : SS.:  
COUNTY OF Cobb )

On the 22<sup>nd</sup> day of May in the year 2017, before me, the undersigned officer, personally appeared Terry McCracken, personally known to me or proved to me on the basis of satisfactory evidence to be the CEO of Atlanta National League Baseball Club, LLC, a Georgia limited liability company, and that s/he, as such officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I hereunto set my hand and official seal.

[Signature]  
Notary



[SIGNATURES CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement has been executed by duly authorized officers of ANLBC and duly authorized officials of the County, each of whom hereby represents and warrants that he has the full power and authority to execute this Agreement in such capacity, all as of this 23rd day of May, 2017.

SARASOTA COUNTY, a charter county and political subdivision of the State of Florida

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Blanca Rodriguez  
Deputy Clerk

Approved as to form and correctness

Steph S.M.  
County Attorney *yes*

## EXHIBIT A-1

### CAPITAL MAINTENANCE AND REPAIRS

- (a) **HVAC Capital:** Including but not limited to major repair or replacement of all HVAC systems and control components including but not limited to central chillers, cooling towers, heat exchangers, DDC automation, energy management systems, package units, air handlers, power induction units, electric or gas heating devices and related equipment.
- (b) **Plumbing Capital:** Including but not limited to major repair or replacement of all water, sewer and gas lines, pumps, pump motors, gearboxes, grease traps, hot water tanks, hot water heaters, boilers either gas or electric, internal coils, manifolds, etc.
- (c) **Electrical Capital:** Including but not limited to major repair or replacement of main power feeds, main switchgear, buss bars, automatic transfer switches, emergency generators, ups systems, field/sports lighting and its components, general power distribution, energy management devices, program and lighting hardware and software, etc.
- (d) **Fire Protection Capital:** Including but not limited to major repair or replacement of fire pumps and motors, wet and dry sprinkler distribution, piping, ansul systems and main annunciator and related alarm devices, etc.
- (e) **Concession Capital:** Including but not limited to major repair or replacement of structurally mounted concessions fixtures and equipment provided by the County (e.g., exhaust vents, grease traps, ansul systems, electrical hook-ups, counters, countertops, roll-down doors, plumbing and sinks, fixtures and lighting).
- (f) **Concrete Capital:** Repair and/or replace cracked and/or disintegrated concrete surfaces as needed including but not limited to concourses, pre-cast, cast in place, spalling, sidewalks, curbing, ADA ramps, traffic coatings, stair risers, stucco walls, eifs walls & ceilings etc.
- (g) **Seating Capital:** Replace in part or entire sections of seats and seat standards, filigrees, cup holders and all other integral components of permanently affixed fan seating.
- (h) **Painting Capital:** Includes all exterior protective paints and coatings including but not limited to paint, stains, waterproof and anti-slip coatings as specified. Full scale painting of all structural steel, fencing, hand rails, gates, metal fascia, etc. Seal coating and application of anti-slip coatings, traffic coatings and stains.
- (i) **Field/Sports Lighting Capital:** Field/ lighting repair or replacement and all related components including but not limited to lamps, fixtures, lenses, ballasts, relays, etc., all considered capital and replaced or repaired per manufacturer's recommendation or as necessary to meet MLB minimum standards.

- (j) **Fencing/Gates/Netting Capital:** Including but not limited to major repair or replacement of security fencing including steel, aluminum, chain link, wood, etc. within the park and parking lots. Included in this would be field wall and padding, home plate netting and support structures.
- (k) **Parking Lot Capital:** Including but not limited to major repair or complete resurface of all asphalt parking surfaces, walkways and structures, weather shelters, curbing, car stops, light poles, lamps and bases, general lighting and power, distribution lines, wiring, panels, transformer etc. Lot stripping, patching, crack-fill and sealcoating.
- (l) **LED Matrix Capital:** Including but not limited to major repair or replacement of all LED boards, including but not limited to main scoreboard, marquee, ribbon boards, speed of pitch, out of town scoreboard and strike out boards, in stadium TV monitors, etc. Includes LED board hardware, wiring, software and other components integral for system operation. Any software or component upgrades from the base package provided by the manufacturer are the sole responsibility of ANLBC.
- (m) **Public Announcement Systems Capital:** Including but not limited to major repairs or replacement of general sound systems including public announce system, main park speakers systems, amps and related components.
- (n) **Other Capital:** Major repairs or replacement due to electrical failures or short circuits in risers, panels, disconnect, transformers, circuit boards, main switches and overload protection and control hardware. Major repairs or replacement due to inclement weather including but not limited to damage from major & minor leaks, floods, tornados, hurricanes, lightning, earthquakes and other acts of God.
- (o) **Elevator/escalator Capital:** Major repairs or replacement of any component integral to elevator/escalators operation including but not limited to cabs, steps & step combs, controls (internal and external) motors, cables, or other as required by state or county regulation.
- (p) **Flooring Capital:** Including but not limited to replacement of any hard wood, ceramic, vinyl or other flooring material, except carpeting.
- (q) **Door/Lock Capital:** Major repair or replacement of any entrance security door and its components including but not limited to glass, metal, steel frame, motorized or manual roll-up doors, etc. Includes all hardware and software for digital locks and security access tracking systems.
- (r) **Roofing/Fascia Capital:** Major repair or replacement of any roof or roof type structure including but not limited to built-up, PVC, EDPM, metal canopies and/or awnings, etc. Seal coat exterior brick, stucco or precast property envelope no later than every seventh year or sooner as needed.

- (s) **Glass/Window Capital: Major repair or replacement of glass/window and components including but not limited to press or media fixed or retractable windows storefronts, main entrances, ticketing and restaurants, etc.**



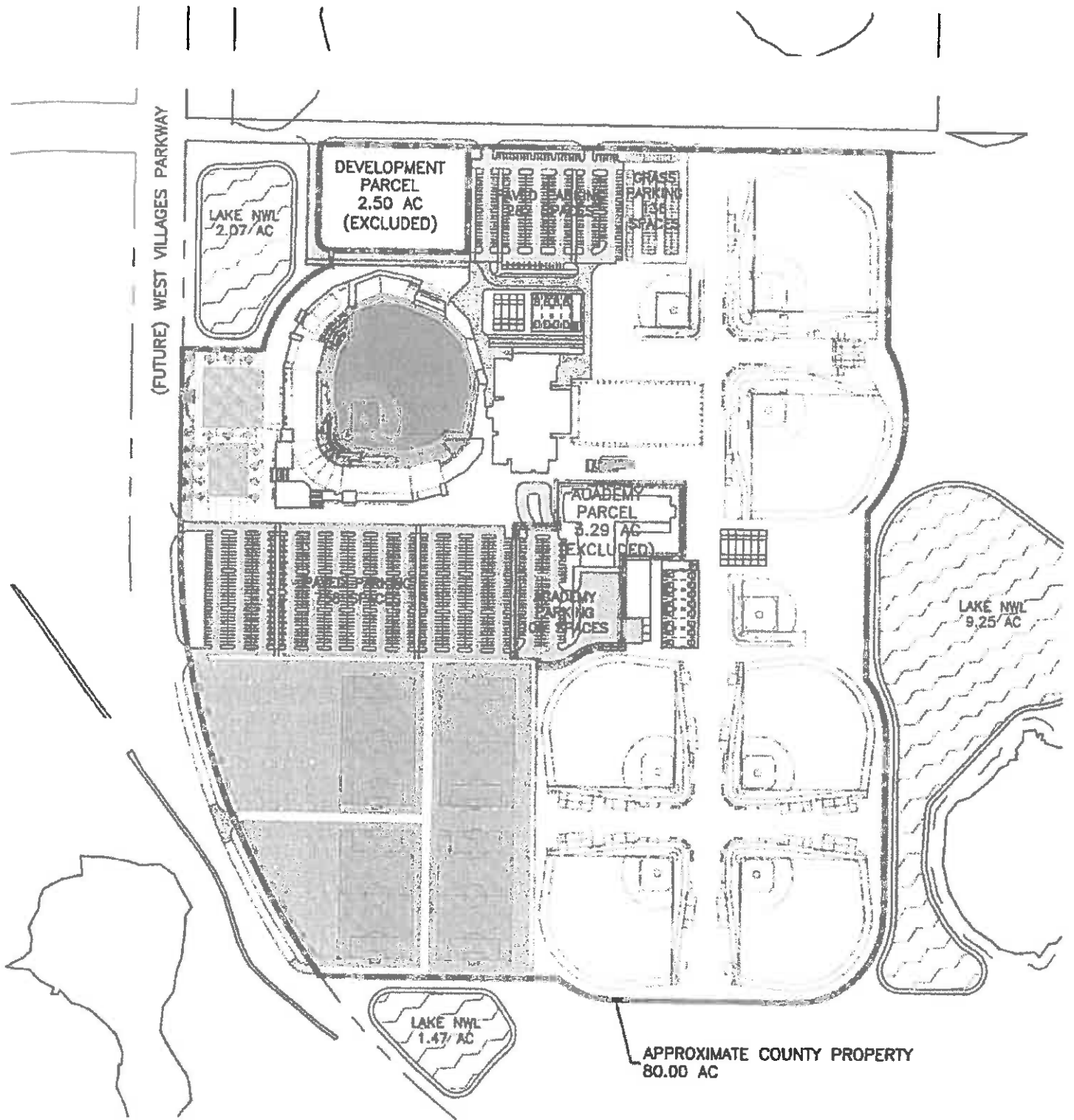
**EXHIBIT A-2  
ROUTINE MAINTENANCE**

1. Performing all preventive or routine maintenance which is stipulated in operating manuals for all components of the Facility as regular, periodic maintenance procedures.
2. Regular maintenance of the HVAC, plumbing, electrical, water, sewage and field drainage systems, and escalators and elevators, including periodic cleaning, lubricating, servicing and replacement of incidental parts.
3. Grounds keeping, including mowing, seeding, fertilizing and re-sodding of all grasses and maintenance and replacement of all shrubs and flowers and maintenance of all trees.
4. Changing of isolated light bulbs, fuses and circuit breakers as they burn out or require replacement.
5. Painting and reapplication of protective materials, including but not limited to caulk, sealant and strip-resistant materials.
6. Maintenance of the scoreboards, instant replay boards and/or advertising panels, including but not limited to the replacement of isolated bulbs in connection therewith.
7. Repair and maintenance of isolated seats and seat standards, the public address system, speakers, amplifiers and control panels, if any.
8. Repair or replacement of any item due to misuse by the Team.

**EXHIBIT B  
CMF FUNDING SCHEDULE**

<b>Years</b>	<b>Contribution</b>
1-5	\$125,000
6-10	\$175,000
11-20	\$250,000
21-25	\$225,000
26-30	\$100,000
<b>Total Cap Ex Contribution</b>	<b>\$11,250,000 over 30 years (\$5,625,000 each)</b>

**EXHIBIT C**  
**FACILITY SITE**

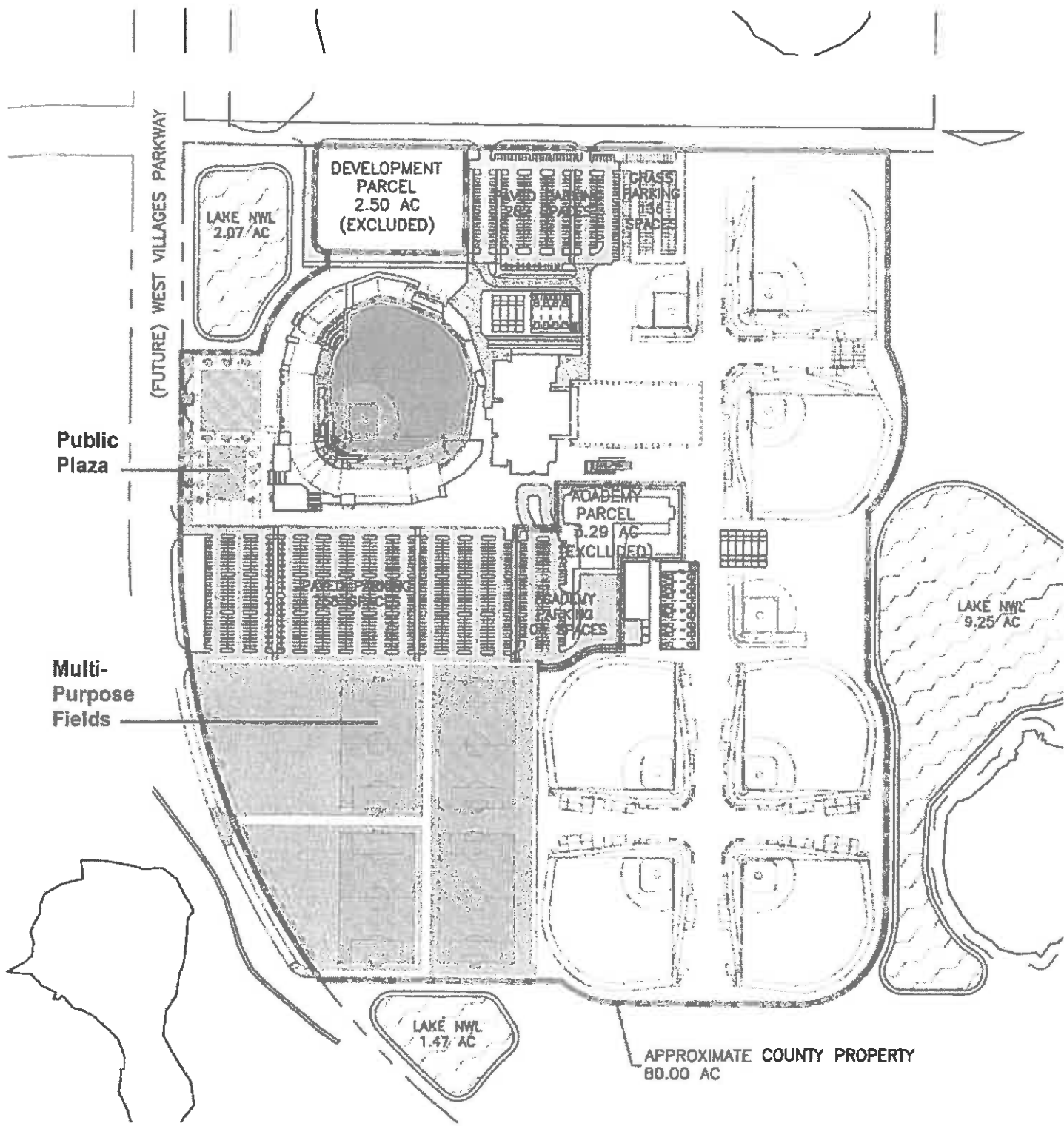


**Exhibit C**  
**Braves Spring Training Facility**



**EXHIBIT D**

**Depiction of Multipurpose Fields and Public Plaza**



**Exhibit D**  
**Multi-Purpose Fields and Public Plaza**



## EXHIBIT E – INSURANCE

1. ANLBC Insurance. Throughout the Term of the Agreement, including any Extension Terms, ANLBC shall provide and maintain, at its expense, the following insurance with respect to any Claims caused by, resulting from, arising out of or in connection with ANLBC and Team's operations, duties and obligations pursuant to this Agreement:

- (a) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations liability, personal and advertising injury liability, participant legal liability, premises liability, liquor liability (for sale of alcohol), third party property damage and bodily injury liability (including death).
- (b) Automobile Liability insurance covering liability arising out of ANLBC's use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
- (c) Workers' Compensation insurance with statutory limits as required by the State of Florida covering all ANLBC and Team employees. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
- (d) Garage keepers Legal Liability for liability arising out of damage to automobiles left in ANLBC's care, custody or control in the Facility parking areas, with limits of not less than \$1,000,000 combined single limit each loss. Coverage is contingent upon establishing liability on the part of ANLBC. Said requirement may be satisfied through insurance maintained by a parking management contractor.
- (e) Umbrella and/or Excess Liability insurance with limits not less than \$10,000,000 each occurrence and in the aggregate shall apply in excess of and on a following form basis to the underlying Commercial General Liability, Garage keepers Legal Liability, Automobile Liability and Employer's Liability policy limits.
- (f) Property insurance covering ANLBC's business personal property, including but not limited to FF&E and Trade Fixtures, located at the Facility. Covered property shall include any improvements to the Facility owned by ANLBC, including movable property which is not permanently affixed to the Facility and is capable of removal at the end of the Term. Said policy shall provide coverage on a replacement cost basis, and shall be written on a special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.

2. **County Insurance.** Throughout the Term of this Agreement, including any Extension Terms, the County shall provide and maintain, at its expense, the following insurance or equivalent self-insurance for which the liability of the County shall be subject to Section 768.28, Florida Statutes with respect to any Claims caused by, resulting from, arising out of or in connection with the operations, duties and obligations of County pursuant to this Agreement:
- (a) **Commercial General Liability** coverage with limits not less than \$1,000,000 each occurrence and in \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations liability, personal and advertising injury liability, participant legal liability, premises liability, liquor liability (if applicable), third party property damage and bodily injury liability (including death).
  - (b) **Automobile Liability** coverage for liability arising out of County's use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
  - (c) **Workers' Compensation.** The County is self-insured pursuant to Chapter 440, Florida Statutes covering all County employees. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.
  - (d) **Property** insurance covering the Facility (including all structural components, systems components or integral parts of the Facility, the Facility Site, parking areas and appurtenant improvements) on a replacement cost basis and sub-limits in amounts that are customary, as established using an appropriate industry standard probable maximum loss analysis (as long as such sub-limits are commercially and reasonably available). Said policy shall be written on a special causes of loss coverage form insuring against all risks of physical loss and/or damage, including, but not limited to, the perils of flood, earthquake, collapse, windstorm, fire, vandalism and malicious mischief, sprinkler leakage, theft and water damage coverage.



**2.i.i.i.**

**JOINDER OF BRAVES FLORIDA RENTCO, LLC  
(FACILITY OPERATING AGREEMENT)**

By executing this joinder (this "Joinder"), the undersigned, a Delaware limited liability company ("RentCo"), hereby agrees, effective as of December 21, 2017, to be bound by the obligations applicable to ANLBC (as defined below) contained in Section 6(a) of the Facility Operating Agreement, dated as of May 23, 2017 (the "Facility Operating Agreement"), by and among Sarasota County, Florida, a charter county and political subdivision of the State of Florida (the "County") and Atlanta National League Baseball Club, LLC, a Georgia limited liability company ("ANLBC"), with the same force and effect as if originally named therein as a co-obligor of ANLBC with respect to Section 6(a); provided that, the undersigned's obligation with respect to the payment of the Annual Fee pursuant thereto shall be limited to an amount equal to the lesser of (i) the cash received by the undersigned from Braves Stadium Company, LLC, a Delaware limited liability company ("StadCo"), pursuant to the Distribution Rights Contribution Agreement, dated as of the date hereof (the "Contribution Agreement"), by and among StadCo, RentCo and Braves Baseball Holdco, LLC, a Delaware limited liability company ("Baseball Holdco"), and (ii) any required and unpaid payments of the Annual Fee that will be due and owing by RentCo to WVID (as defined below) during the remainder of the then-current fiscal year. Without limiting the generality of the foregoing, the undersigned hereby agrees and acknowledges that it has all the rights, entitlements, duties and obligations of a co-obligor of ANLBC as set forth in the Facility Operating Agreement (solely as such rights, entitlements, duties and obligations relate to the payment of the Annual Fee to West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, Laws of Florida, Acts of 2004 ("WVID"), as amended, as contemplated therein), as the same may be amended, if at all, concurrently with the execution and delivery of this Joinder.

The undersigned acknowledges that it has received and has had the opportunity to review the Facility Operating Agreement. The undersigned represents and warrants that this Joinder has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

The provisions of Sections 36 (*Governing Law, Venue and Jurisdiction*), 37 (*Waiver of Jury Trial*), 38 (*Multiple Counterparts*), 39 (*Entire Agreement*) and 41 (*MLB and MiLB Subordination*) of the Facility Operating Agreement shall apply to this Joinder *mutatis mutandis*.

[Signature pages follow]

IN WITNESS WHEREOF, the undersigned has caused this Joinder to be executed and delivered as of the date first written above.

BRAVES FLORIDA RENTCO, LLC,  
a Delaware limited liability company

By: Terence F. McGuirk  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

ACKNOWLEDGED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,  
a Georgia limited liability company

By: Terence F. McGuirk  
Name: Terence F. McGuirk  
Title: Chief Executive Officer

SARASOTA COUNTY, FLORIDA  
a charter county and political subdivision of the State of Florida

By: \_\_\_\_\_  
Title: Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court  
and Ex-Officio Clerk of the Board of  
County Commissioners of Sarasota, County, Florida

By: \_\_\_\_\_  
Title: Deputy Clerk

Approved as to form and correctness

\_\_\_\_\_  
County Attorney



**2.i.v.**

10

This space reserved for use by the Clerk of  
the Circuit Court

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2017106403 10 PG(S)  
August 23, 2017 10:54:26 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

This instrument prepared by  
and return to:

Jonathan T. Johnson, Esq.  
HOPPING GREEN & SAMS, P.A. *l*  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301



**INTERLOCAL AGREEMENT REGARDING SPRING TRAINING  
STADIUM FINANCING OBLIGATIONS**

This Interlocal Agreement (the “**Interlocal Agreement**”) is made and entered into this *27* day of *JULY*, 2017 (the “**Effective Date**”), by and between the City of North Port, Florida, a Florida municipal corporation (the “**City**”) and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended (“**WVID**”). The City and WVID shall be referred to herein jointly as the “**Parties**” and each, individually, as a “**Party**.”

**WITNESSETH:**

**WHEREAS**, WVID is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements, including without limitation stadiums and ballfields, within and without its boundaries; and

**WHEREAS**, WVID, the City, Sarasota County, Florida (the “**County**”), Atlanta National League Baseball Club, LLC (“**ANLBC**”), Manasota Beach Ranchlands, LLLP (the “**Developer**”), and Calben (US) Corporation (the “**Developer Guarantor**”) (the Developer Guarantor, together with WVID, the City, the County, ANLBC, and the Developer, are collectively hereinafter referred to as the “**Stakeholders**”) have entered into that certain *Letter of Intent and Term Sheet*, dated March 9, 2017 (collectively, the “**Term Sheet**”); and

**WHEREAS**, pursuant to the Term Sheet, WVID shall provide for the design and construction, and the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC (collectively, the “**Facility**”); and

**WHEREAS**, pursuant to the Term Sheet, the County, WVID, and ANLBC entered into that certain *Non-Relocation Agreement*, dated May 23, 2017, providing for the Atlanta Braves to play its home spring training games at the Facility for an initial 30-year term (“**Non-Relocation Agreement**”); and

**WHEREAS**, the Term Sheet contemplates that the Facility be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the **"Spring Training Program Grant"**) awarded by the State of Florida (the **"State Contribution"**); (ii) a financial contribution from the City (the **"City Contribution"**); (iii) the net proceeds of bonds issued or other form of indebtedness incurred by the County (the **"County Contribution"**); (iv) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from the Developer (the **"Developer Contribution"**); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from ANLBC (the **"ANLBC Contribution"**) (the ANLBC Contribution, together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, are collectively hereinafter referred to as the **"Facility Funding Obligation"**); and

**WHEREAS**, Exhibit D to the Term Sheet contemplates that WVID shall issue bonds or other indebtedness secured by the Facility Funding Obligation (hereinafter, the **"WVID Bonds"**), the proceeds of which shall be received by WVID on or before December 31, 2017 (the **"Target Funding Date"**); and

**WHEREAS**, notwithstanding the foregoing, so long as the Spring Training Program Grant has been awarded by the State by the Target Funding Date, if the bonds or other indebtedness to be issued by WVID and secured by the Developer Contribution and the ANLBC Contribution (the **"WVID Debt"**) and/or the bonds or other indebtedness to be issued by WVID and secured by the State Contribution (the **"State Sales Tax Payments Bonds,"** and together with the WVID Debt, the **"WVID Bonds"**) is not yet issued and the net proceeds therefrom deposited into the respective subaccount of the WVID Construction Account by the Target Funding Date, WVID may instead acquire temporary funding (hereinafter, the **"Temporary Funding"**) in an amount necessary to preserve the Project Schedule between January 1, 2018 and February 28, 2018, the occurrence of which shall not constitute a default under the Development Agreement (hereinafter defined) or this Agreement, provided that the WVID Bonds shall be issued and the proceeds therefrom deposited to the applicable subaccount of the WVID Construction Account on or before February 28, 2018; and

**WHEREAS**, the Term Sheet contemplates that the City Contribution is to be comprised of a Three Hundred Thousand Dollar (\$300,000.00) annual contribution to WVID over a period of thirty (30) years, resulting in a total payment of Nine Million Dollars (\$9,000,000.00); and

**WHEREAS**, there are extensive benefits to the Stakeholders in the event that the City Contribution is paid to WVID as a lump sum payment instead of through the issuance of the WVID Bonds, which benefits include but are not limited to the following: (i) conserves significant staff and legal time, resources, and expenses that otherwise would have been expended relative to the issuance and remittance of the annual payments; (ii) avoids the need to utilize a portion of the City Contribution towards WVID's bond-related expenses such as issuance costs, underwriting fees and costs, and legal, financial advisory, and other consultant fees and expenses; and (iii) streamlines the process of obtaining the Facility Funding Obligation; and

WHEREAS, there are additional benefits specific to the City in the event that the City Contribution is paid as a lump sum payment, which benefits include but are not limited to the following: (i) eliminates the City's need to budget for the City Contribution payments over the next thirty (30) years during unknown market conditions (which allows for the City to better allocate financial resources within the current and/or upcoming fiscal year); (ii) increases the City's future borrowing capacity by eliminating the City's annual payment; (iii) prevents the potential effect of binding future City Commissions relative to the provision of the City Contribution over the next thirty (30) years; and (iv) reduces City staff resources needed to coordinate the payment of the City Contribution semi-annually over the next thirty (30) years; and

WHEREAS, due to financial economies and other efficiencies gained by WVID not issuing the portion of the WVID Bonds secured by the City Contribution provided over a term of thirty (30) years, the Parties now desire for the City Contribution to instead be made a lump sum contribution to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00); and

WHEREAS, the terms and conditions of the State Contribution, the County Contribution, the Developer Contribution, and the ANLBC Contribution are more particularly set forth in that certain *Development Agreement* by and between the County, the City, WVID, the Developer, the Developer Guarantor, and ANLBC that has been executed or is to be executed by such parties (hereinafter, the "**Development Agreement**"); and

WHEREAS, the terms and conditions of the County Contribution are more particularly set forth in the Development Agreement and that certain *Interlocal Agreement* by and between the County and WVID as contemplated by the Term Sheet ("**County Interlocal Agreement**") that has been executed or is to be executed by such parties; and

WHEREAS, the terms and conditions of the State Contribution are more particularly set forth in the Development Agreement and that certain *Spring Training Program Agreement* by and between the State and WVID that has been executed or is to be executed by such parties (hereinafter, the "**Spring Training Program Agreement**"); and

WHEREAS, in accordance with intent of the Term Sheet, WVID and the City desire to enter into this Interlocal Agreement to set forth the rights, duties and obligations of the Parties hereto relative to the provision of the City Contribution.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS; DEFINED TERMS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Interlocal Agreement.



## SECTION 2. PROVISION OF THE CITY CONTRIBUTION.

- A. Notwithstanding anything to the contrary in the Term Sheet, the City acknowledges and agrees that it shall partially provide for the funding of the design and construction of the Facility by contributing a lump sum payment to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00). Such amount shall be due and payable to WVID in one or more installments, but paid in full no later than the earlier of: (i) the Target Funding Date; or (ii) if the WVID Bonds have not yet been issued as of such date, upon WVID's receipt of the Temporary Funding. Beyond the City Contribution, other than as a result of a default of its obligations hereunder, the City shall have no additional financial or other liability relative to the Facility Funding Obligation.
- B. Upon receipt, WVID shall deposit the proceeds of the City Contribution in the applicable construction account held by a trustee on behalf of WVID pursuant to a custodian agreement, all in accordance with the Development Agreement for use in financing the costs relative to the design and construction of the Facility. WVID may utilize such funds in the manner set forth in the Development Agreement.
- C. If, as of the Target Funding Date, all Conditions Precedent (hereinafter defined) have been met pursuant to Section 3(A) below, and the City fails to make its payment of the City Contribution, WVID shall provide immediate notice of such default to all of the Parties to the Development Agreement, and WVID shall have the option to terminate this Interlocal Agreement as of the Target Funding Date (hereinafter, a "Default Termination").

## SECTION 3. CONDITIONS PRECEDENT.

- A. The City's obligation to pay the City Contribution as contemplated herein and to take any other action required by this this Interlocal Agreement is hereby expressly contingent upon the satisfaction and occurrence of each of the following conditions (collectively the "Conditions Precedent") prior to the Target Funding Date:
  - i. The Stakeholders' approval and execution of the Development Agreement;
  - ii. WVID and the County's approval and execution of the County Interlocal Agreement;
  - iii. The State's award of the Spring Training Program Grant to WVID;
  - iv. WVID's issuance of bonds or other indebtedness secured by the Developer Contribution and the ANLBC Contribution; and

- v. Receipt of the County Contribution by WVID.

Notwithstanding the foregoing, in the event that the Condition Precedent set forth in Section 3(A)(iv) above has not occurred on or before the Target Funding Date, such Condition Precedent shall be deemed to have been met so long as WVID secures the Temporary Funding by such date.

- B. Should any of the foregoing conditions have not been satisfied by the Target Funding Date, the City may terminate this Interlocal Agreement by written Notice to WVID and the parties to the Development Agreement, termination to be effective immediately upon issuance of said Notice.

#### **SECTION 4. REFUND.**

- A. WVID shall refund to the City the full amount of the City Contribution if any party terminates the Development Agreement, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- B. WVID shall refund to the City a prorated amount of the City Contribution if any party terminates the Non-Relocation Agreement prior to the initial 30-year term of same, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. Any refund shall be calculated and prorated to a monthly amount. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- C. Any such refund shall be paid to the City no later than ninety (90) days after receipt of the above-referenced funds by WVID from ANLBC.

**SECTION 5. EFFECTIVE DATE; TERM.** This Interlocal Agreement shall become effective as of the Effective Date, and shall continue until the termination of all Operative Agreements, which shall include, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City License Agreement, (v) the Developer License Agreement, (vi) the County and WVID Interlocal Agreement, (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

**SECTION 6. EFFECT OF TERMINATION; REMEDIES.** A default under this Interlocal Agreement shall entitle the Parties to all remedies set forth herein:

**A. Negotiations.** In the event of any claim or dispute among the Parties arising out of or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle such dispute in a reasonable manner through amicable negotiations. Upon written request from either Party to conduct such negotiations (the “**Negotiation Notice**”), both Parties shall use commercially reasonable efforts to resolve such dispute in good faith. For ninety (90) days following the issuance of a Negotiation Notice, neither Party shall file any claim or lawsuit to resolve such dispute.

**B. Other Remedies.** Subject to complying with Section 6(A) herein, the Parties shall have the ability to pursue any remedies available at law.

1. Litigation permitted by, arising under, or with respect to this Agreement shall only be instituted in the Twelfth Judicial Circuit Court of Florida in Sarasota County or the Tampa division of the United States District Court for the Middle District of Florida or, in the event of any changes to such circuit, district or division, in the circuit court in the judicial circuit and county or the federal district court and division within which the Facility is located at the time such litigation is filed. The Parties consent to the jurisdiction and venue of such courts for such permitted litigation.

2. Any failure of a Party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the default.

**SECTION 7. AMENDMENT.** Amendments to and waivers of the provisions contained in this Interlocal Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

**SECTION 8. ASSIGNMENT.** Neither of the Parties may assign their rights, duties or obligations under this Interlocal Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 9. NOTICES.** All notices, requests, consents, and other communications hereunder (“**Notices**”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

**To City:** City of North Port, Florida  
4970 City Hall Boulevard  
North Port, FL 34286  
Attn: City Manager

**With a copy to:** City of North Port, Florida  
4970 City Hall Boulevard

North Port, FL 34286  
Attn: City Attorney

**To WVID:**

c/o Special District Services  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: District Manager

**With a copy (which shall not constitute notice) to:**

O'Melveny & Myers LLP  
Times Square Tower  
7 Times Square  
New York, NY 10036  
Attention: Irwin Raij, Esq.  
E-mail: irajj@omm.com

**With a copy (which shall not constitute notice) to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attention: Jonathan Johnson, Esq.  
E-mail: jonathanj@hgslaw.com

Except as otherwise provided in this Interlocal Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Interlocal Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the respective Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 10. PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to WVID or the City in connection with this Interlocal Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

**SECTION 11. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Interlocal Agreement shall not affect the validity or enforceability of the remaining portions of this Interlocal Agreement, or any part of this Interlocal Agreement not held to be invalid or unenforceable.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Interlocal Agreement is solely for

the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Interlocal Agreement. Nothing in this Interlocal Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Interlocal Agreement or any of the provisions or conditions hereof. The Parties shall be solely responsible for enforcing their rights under this Interlocal Agreement against any interfering third party. Nothing contained in this Interlocal Agreement shall limit or impair the Parties' right to protect its rights from interference by a third party.

**SECTION 13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Interlocal Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Interlocal Agreement.

**SECTION 14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Interlocal Agreement.

**[Signatures on Next Page]**

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by duly authorized officers of WVID and the City, each of whom hereby represents and warrants that he or she has the full power and authority to execute this Interlocal Agreement in such capacity, all as of the day and year first above written.

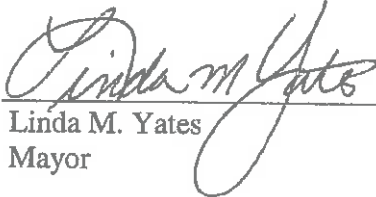
**WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes

By:   
Chairman

ATTEST:

By:   
Secretary

**CITY OF NORTH PORT, FLORIDA,**  
a Florida municipal corporation

By:   
Linda M. Yates  
Mayor

Attest:



Patsy C. Adkins, MMC  
City Clerk

Approved as to form and correctness:

  
Amber L. Slayton  
Interim City Attorney

**2.v.**



CONTRACT NO. 2017-285

BCC APPROVED 9-13-17

This space reserved for use by the Clerk  
of the Circuit Court

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2017136583 15 PG. 31  
November 03, 2017 05:10:22 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

Return to:

Stephen E. DeMarsh, Esq.  
Office of the County Attorney  
1660 Ringling Boulevard, 2<sup>nd</sup> Floor  
Sarasota, Florida 34236



**INTERLOCAL AGREEMENT  
BETWEEN SARASOTA COUNTY AND  
WEST VILLAGES IMPROVEMENT DISTRICT**

This **Interlocal Agreement** (the "Interlocal Agreement") is entered into this 12th day of September, 2017 by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida, and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes. All capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Development Agreement.

**WHEREAS**, as of even date herewith, Atlanta National League Baseball Club, LLC, a Georgia Limited Liability Company ("ANLBC"), Sarasota County, Florida, a charter county and political subdivision of the State of Florida ("County"), the City of North Port, Florida, a municipal corporation of the State of Florida ("City"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, Acts of 2004, as amended ("WVID"), Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership ("Developer"), and Calben (US) Corporation, a Delaware Corporation ("Developer Guarantor") have entered into that certain Development Agreement (the "Development Agreement"), and

**WHEREAS**, the Development Agreement describes the parties' understanding with respect to the design, financing, construction, operation and maintenance of a spring training facility to be used by ANLBC, and

**WHEREAS**, pursuant to the Development Agreement, WVID shall contract (or accept an assignment of contract(s)) for the design and construction, and a portion of the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC, and

**WHEREAS**, it is contemplated that the Facility (hereinafter defined) be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the "Spring Training Program Grant") awarded by the State of Florida (the "State Contribution"); (ii) a financial contribution from the City (the "City Contribution"); (iii) the proceeds of bonds issued or other form of indebtedness incurred by the County (the "County Bonds"); (iv) a financial contribution from the Developer (the "Developer Contribution"); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another

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entity, and secured by annual contributions from ANLBC (the "ANLBC Contribution"), and together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, the "Facility Funding Obligation"), and

**WHEREAS**, the Developer is obligated to transfer title of the land upon which the Facility is to be constructed to WVID at no cost, and

**WHEREAS**, WVID is obligated to transfer title to the land and improvements comprising the Facility to the County following Substantial Completion of the construction of same (as hereinafter defined), and

**WHEREAS**, the County is obligated to accept the transfer of title to the land and improvements relative to the Facility, and has entered into a Facility Operating Agreement with ANLBC for the use and occupancy of the Facility, and

**WHEREAS**, the County desires to assign all Annual Fee payments to be made by ANLBC for use of the Facility to WVID, which thereafter desires to assign its right to receive such payments to the hereinafter defined Trustee on its behalf for the purpose of making debt service payments relative to the ANLBC Contribution.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency, and adequacy of which are expressly acknowledged, the County and WVID, each intending to be legally bound, do hereby mutually agree as follows:

1. **Incorporation of Recitals.** The above recitals are hereby confirmed as correct and incorporated herein by reference.
2. **Legal Authority.** This Agreement is entered into under the authority of Chapters 125 163, and 189, Florida Statutes.
3. **Definitions.**
  - (a) *Annual Fee* shall mean the annual fee payable by ANLBC as defined in the Development Agreement.
  - (b) *Closing* shall mean closing on the conveyance of the Facility Site from WVID to the County.
  - (c) *Construction Manager* shall mean the Construction Manager retained by WVID to construct the Facility.
  - (d) *County Bonds* shall mean those certain bonds to be issued by the County to meet the obligations to WVID to provide a portion of the funding necessary for the design and construction of the Facility.
  - (e) *Drainage License Agreement* shall mean the agreement between the County, ANLBC, WVID and Developer setting forth the rights, duties and obligations of the parties with regard to the Stormwater Management Facilities and the Stormwater

Site (all as defined in the Drainage License Agreement), and providing all rights necessary for the required drainage of the Facility and the Facility Site.

- (f) *Facility* shall mean the Spring Training facility to be developed as more specifically defined in the Development Agreement.
- (g) *Facility Operating Agreement* shall mean that certain agreement between ANLBC and the County dated May 23, 2017, setting forth the terms and conditions under which ANLBC shall occupy, use, operate and manage the Facility.
- (h) *Facility Site* shall mean that certain tract of land situated in Sarasota County, Florida, as generally set forth in Exhibit A, and as defined in the Development Agreement. For the avoidance of doubt, the Facility Site shall not include the Stormwater Site (as defined in the Drainage License Agreement).
- (i) *Funding Date* shall mean the date on which the WVID Construction Account (as Defined in the Development Agreement), or any subaccounts thereof, holds all of the following amounts, which is anticipated to be December 2017: (a) the City Contribution, (b) the net proceeds of the County Bonds, (c) the net proceeds of the States Sales Tax Payments Bonds or the Temporary Funding, (d) the net proceeds of the WVID Debt, and (e) the Developer Contribution.
- (j) *Governmental Authority* or *Governmental Authorities* shall mean any federal, state, county, municipal or other governmental department, entity, authority, commission, board, bureau, court, agency, or any instrumentality of any of them having jurisdiction with respect to the Facility or Facility Site and any Persons in connection with the design, development, construction, equipping, commissioning, use, occupancy, possession, operation, maintenance and management of the Facility or Facility Site.
- (k) *Program* shall mean the design and construction requirements for the Facility and the Facility Site as more particularly set forth in the Development Agreement. The Program shall be subject to modification and adjustment as set forth in the Development Agreement.
- (l) *Project Budget* shall mean the budget of the costs to construct the Facility, as may change from time to time, as more particularly set forth in the Development Agreement.
- (m) *Spring Training Program Agreement* shall mean the Spring Training Program Agreement between the Florida Department of Economic Opportunity and WVID relative to the State Sales Tax Payment Bonds as the same may be amended or supplemented from time to time.
- (n) *State Sales Tax Payments Bonds* shall mean those certain bonds, notes or other form of indebtedness, in one or more series, to be issued by the WVID in an amount necessary to finance the portion of the design and construction of the Facility and secured by the State Contribution.
- (o) *Substantial Completion* shall be defined as more particularly set forth in the Construction Contract, but shall include, at a minimum, the occurrence of all of the following: (i) the Design Professional has delivered to the parties to the Development Agreement a certificate certifying that the Facility is sufficiently complete in accordance with the requirements of the Construction Contract subject to the completion of punch list items that do not materially affect the use or occupancy of the Facility or its operation for purposes as a Spring Training Facility, (ii) all required

governmental inspections and certifications have been made and posted, and (iii) a temporary or permanent certificate of occupancy has been issued in respect of the Facility; provided that the certificate of occupancy shall be delivered to ANLBC promptly following its issuance.

- (p) *Temporary Funding* shall mean funding from ANLBC to be utilized by WVID in the event that the State Sales Tax Payment Bonds are not issued by the Funding Date, as more particularly defined in the Development Agreement.
- (q) *Trustee* shall mean the Trustee of the WVID Debt and the State Sales Tax Payment Bonds.
- (r) *WVID Debt* shall mean those certain bonds, notes or other form of indebtedness, in one or more series, to be issued by the WVID in an amount necessary to finance a portion of the design and construction of the Facility and secured by the Annual Fee.

**4. Conditions Precedent.** The obligations of the County and WVID set forth herein are conditioned upon the following:

- (a) Spring Training Program Grant. WVID shall have secured the grant of award of the Spring Training Program Grant pursuant to the State Certification Letter from the State of Florida in the amount of \$1 million per year for a period of twenty (20) years no later than the Funding Date.
- (b) Development Agreement. Each of the relevant parties shall have entered into the Development Agreement no later than the Funding Date.
- (c) Developer Guarantor Agreement. Developer Guarantor shall have entered into a guaranty agreement as described in the Development Agreement no later than the Funding Date.

**5. Funding Obligations.** The County and WVID each have obligations to issue debt instruments in order to fund the Facility design and construction costs as more fully set forth in the Development Agreement and the plan of finance incorporated therein.

- (a) County Funding Obligations. The County has agreed to issue its County Bonds for the purpose of meeting its obligation to partially fund the cost of the design and construction of the Facility in accordance with the Program set forth in the Development Agreement. The County is obligated to make net bond proceeds of \$21,262,000.00 (or similar alternative financing) available on the Funding Date. The County shall use its best efforts to close on the County Bonds on or before the Funding Date, provided that full funding will be made available on the Funding Date. The County Bonds will be issued as tax-exempt obligations.
- (b) WVID Funding Obligations. WVID shall issue the State Sales Tax Payments Bonds and the WVID Debt for the purpose of meeting its obligation to partially fund the cost of the design and construction of the Facility in accordance with the Program set forth in the Development Agreement. The amount of the State Sales Tax Payment Bonds and the WVID Debt is set forth in more detail in the Plan of Finance included in the Development Agreement. WVID shall use its best efforts to close on the WVID Debt and the State Sales Tax Payments Bonds on or before the Funding Date.

- a. WVID shall make the net proceeds of the State Sales Tax Payments Bonds available on the Funding Date. Notwithstanding the foregoing, so long as the State Certification Letter has been awarded to WVID by the State as of the Funding Date, if the State Sales Tax Payments Bonds are not issued by the Funding Date, WVID may instead acquire Temporary Funding in the alternative.
- (c) The County shall have the right to review all WVID financing documents related to financing the Facility and to participate in meetings and other activities related to such financing as the parties may deem reasonably appropriate. Neither WVID nor the County shall structure its financing documents to permit a lien or encumbrance upon the Facility Site or Facility.
- (d) Each party will contribute its funds to the WVID Construction Account and/or WVID Debt Account to finance the design and construction of the Facility in accordance with the Trust Indenture and Custodian Agreement, as applicable, and will use its best efforts to contribute such funding to WVID through coordinated closings. The County will not be obligated to transfer its net bond proceeds of \$21,262,000.00 to the WVID until WVID has closed on the issuance the WVID Debt and the State Sales Tax Payments Bonds (or received the Temporary Funding as of the Target Date, as applicable) and WVID shall have deposited its net bond proceeds into the appropriate subaccount in the WVID Construction Account to be administered by a custodian with corporate trust powers.
- (e) WVID shall reasonably agree to the terms of the tax certificate prepared by the County's bond counsel. WVID shall provide the County with monthly reports concerning the expenditures of County funds for purposes of demonstrating compliance with the terms of the tax certificate.
- (f) If requested by the County, WVID shall engage the services of a firm qualified to prepare arbitrage reports, at WVID's expense. WVID shall deliver the arbitrage report to the County annually, no later than December 1 of each year for the preceding County fiscal year ending September 30. The arbitrage report shall be certified to WVID and the County.
- (g) WVID will take no action or omit to take an action that would reasonably be expected to jeopardize the tax-exempt status of the County Bonds. The County's bond counsel shall be consulted and shall have final decision making authority with respect to the interpretation of the terms of the tax certificate and the application of federal tax law to the County Bonds.
- (h) County and WVID each agree to assign their respective rights to collect ANLBC's Annual Fee under the Facility Operating Agreement and hereunder to the Trustee of the bonds issued or other indebtedness secured by the ANLBC Contribution; provided, however, that such assignment is contingent on the issuance of the WVID Debt. The Annual Fee shall be used to secure and pay debt service on the WVID Debt and for no other purpose.
- (i) Deposits into the Capital Maintenance Fund. Deposits into the Capital Maintenance Fund as described in the Facility Operating Agreement made by the County and ANLBC shall be held by the County and shall not be transferred to the WVID or the Trustee and shall not be subject to a lien in connection with the WVID Debt or the State Sales Tax Payments Bonds.

6. **Project Completion.** WVID has agreed to contract for (and or accept an assignment of contract(s) for) the design and construction of the Facility under the terms of the Development Agreement. WVID will require the posting of a Florida Statutes, Section 255.05 Payment and Performance Bond by the Construction Manager. WVID will ensure that no liens shall be placed on the Facility or Facility Site.
7. **Asset Identification.** WVID and the County shall confer to establish asset identification procedures that will allow for the transfer of the Facility Site and Facility in a manner that will permit the County to book the asset by category for inventory and asset life purposes and for purposes of determining eligibility for funding from the Capital Maintenance Fund established under the Facility Operating Agreement. The asset identification procedures shall be agreed to by WVID and the County in a written instrument no later than December 31, 2017.
8. **Boundary Survey.** Prior to Closing, WVID shall, at its expense (but payable from the Project Budget), have an updated boundary survey of the Facility Site prepared by a licensed Florida Land Surveyor that shows the external boundary of the Facility site as well as the boundary of any buildings or structures internal to the Facility Site. The survey shall be certified to WVID, the Developer, and the County. The Development Agreement shall govern any title or survey defects.
9. **Governmental Charges.** All permit fees, assessments, line extension fees, utility fees, capacity fees and impact fees of any kind or nature incurred in connection with the construction of the Facility on the Facility Site shall be paid as addressed in the Development Agreement and the Drainage License Agreement.
10. **Governmental Approvals.** Prior to Closing, WVID shall obtain all required approvals from Governmental Authorities having jurisdiction over the construction of the Facility as a condition to the Substantial Completion of the Facility.
11. **Product Manuals and Maintenance Procedures Manual.** WVID shall cause the Construction Manager to assemble all product manuals within its possession and shall prepare a maintenance procedure manual (the "Maintenance Procedures Manual") for all systems and components of the Facility. Prior to Closing, WVID shall use its commercially reasonable best efforts cause the Construction Manager to deliver all such product manuals and the Maintenance Procedures Manual to the County.
12. **Marketable Title.** WVID shall convey marketable title consistent with the terms of the Development Agreement.
13. **Title Transfer.** Upon Substantial Completion of the Facility, and once the requirements set forth in sections 6- 12 herein have been satisfied, WVID and the County shall schedule a real estate closing with respect to the transfer of the title to the Facility Site and Facility from WVID to the County. The Closing shall be held in the Office of the County Attorney, 1660 Ringling Boulevard, Second Floor, Sarasota, Florida 34236 or at

a place designated by the County. Alternatively, the Closing may be conducted by delivery of documents in escrow accompanied by escrow instructions with an escrow agent mutually agreeable to WVID and the County. The date of the Closing shall be between five (5) and fifteen (15) days following the satisfactory completion of the preconditions to Closing set forth herein. At the Closing, WVID shall deliver a Special Warranty Deed for the Facility Site to the County together with all easements, if necessary, that are required to provide access to the Facility Site and utility easements required to serve the Facility Site and Facility. At the Closing, WVID shall deliver the Drainage License Agreement. WVID shall also deliver an Owner's Affidavit of No Liens to the County, bill of sale, closing statement, corrective instruments if any, closing agreement and any other documents reasonably requested by the County, as necessary to close the transaction and convey title in the condition required by Section 12 above. It is anticipated that the recording of the Special Warranty Deed and title transfer will be exempt from the levy of Documentary Stamp Taxes. In the event that Documentary Stamp Tax is owed on the transfer, WVID will pay the required tax. WVID shall pay to record any easements, the Drainage License Agreement, corrective instruments if any or other documents other than the Special Warranty Deed. The County shall pay to record the Special Warranty Deed.

- 14. Project Documents.** At the Closing, WVID shall provide to County, at no cost to the County, all site and development plans and permits, construction plans and permits, environmental and stormwater plans, reports and permits, and surveys within its possession, and such other documents within its possession as the County may reasonably request. WVID shall additionally use its best efforts to obtain and provide to County, at no cost to County, all site and development plans and permits, construction plans and permits, environmental and stormwater plans, reports and permits, and surveys not within its possession, and such other documents as the County may reasonably request.
- 15. Consultant Contracts; Construction Contracts; Warranties.** WVID shall comply with the Development Agreement, as it relates to all Consultant Contracts and Construction Contracts, including any warranties arising from the same.
- 16. Evidence of Payment.** WVID shall comply with the provisions of the Development Agreement, as it relates to evidence of payment.
- 17. Facility Operating Agreement.** Following recording of the Special Warranty Deed and transfer of the Facility and the Facility Site to the County, the County shall keep the Facility Operating Agreement in full force and effect, and shall use its best efforts to ensure that ANLBC shall occupy and use the Facility Site and Facility in accordance with the terms of the Facility Operating Agreement. The County, in conjunction with WVID, will enforce the terms of the Non-Relocation Agreement, if required, in order to make certain that ANLBC continues to occupy and use the Facility Site and Facility in accordance with the terms of the Non-Relocation Agreement.

**18. Dispute Resolution.**

- (a) In the event of a dispute between WVID and the County regarding the performance of the obligation contained herein, the dispute resolution provisions of the Development Agreement shall govern. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.
- (b) This Agreement shall be construed and enforced in accordance with the laws of the State of Florida. The Parties hereby agree that venue and jurisdiction for all legal proceedings arising out of or relating to this Agreement shall be exclusively in the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the parties irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any such proceeding which is brought in such a court.
- (c) The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

- 19. Force Majeure.** Except for any payment obligation by either party, if either the County or WVID is unable to perform, or is delayed in its performance of any of its obligations under this Interlocal Agreement by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or WVID to correct the adverse effect of such event of Force Majeure.

An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or WVID from performing any of its obligations (other than payment obligations) under this Interlocal Agreement: acts of God, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to the County, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MiLB (as defined in the Facility Operating Agreement) or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party (or any Design Professional, Consultant, or Contractor, of any tier) hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

In order to be entitled to the benefit of this Section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this Interlocal Agreement.



- 20. Entire Agreement.** This Interlocal Agreement embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This Interlocal Agreement may be amended or modified only by an instrument of equal formality executed by authorized representatives of the County and WVID.
- 21. Severability.** If any provision of this Interlocal Agreement or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Interlocal Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Interlocal Agreement, and to this end the provisions of this Interlocal Agreement are declared to be severable.
- 22. Mutual Benefit.** This Interlocal Agreement is for the mutual benefit of the named parties only and nothing herein shall be construed as creating any right or cause of action to any party not specifically named herein nor shall any provision of this Interlocal Agreement be construed as constituting a waiver of sovereign immunity.
- 23. Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- 24. Effective Date.** This Interlocal Agreement shall become effective upon filing with the Clerk of the Circuit Court of Sarasota County.

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

ATTEST:

By: Kathleen M. Darling  
Printed Name: Kathleen M. Darling

West Villages Improvement District, an independent special district, created pursuant to Chapter 189, Florida Statutes

By: Martin Black  
Martin Black, Chairman

Date: September 13, 2017

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

Date: \_\_\_\_\_

Approved as to form and correctness:  
By: \_\_\_\_\_  
County Attorney

IN WITNESS WHEREOF, the Parties hereto have executed this Interlocal Agreement on the dates indicated below.

ATTEST:

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

West Villages Improvement District, an independent special district, created pursuant to Chapter 189, Florida Statutes

By: \_\_\_\_\_  
Martin Black, Chairman

Date: \_\_\_\_\_

ATTEST:

KAREN E. RUSHING, Clerk of Circuit Court and Ex-Officio Clerk of the Board of County Commissioners of Sarasota County, Florida

By: Blanca Kook  
Deputy Clerk

SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: [Signature]  
Chair

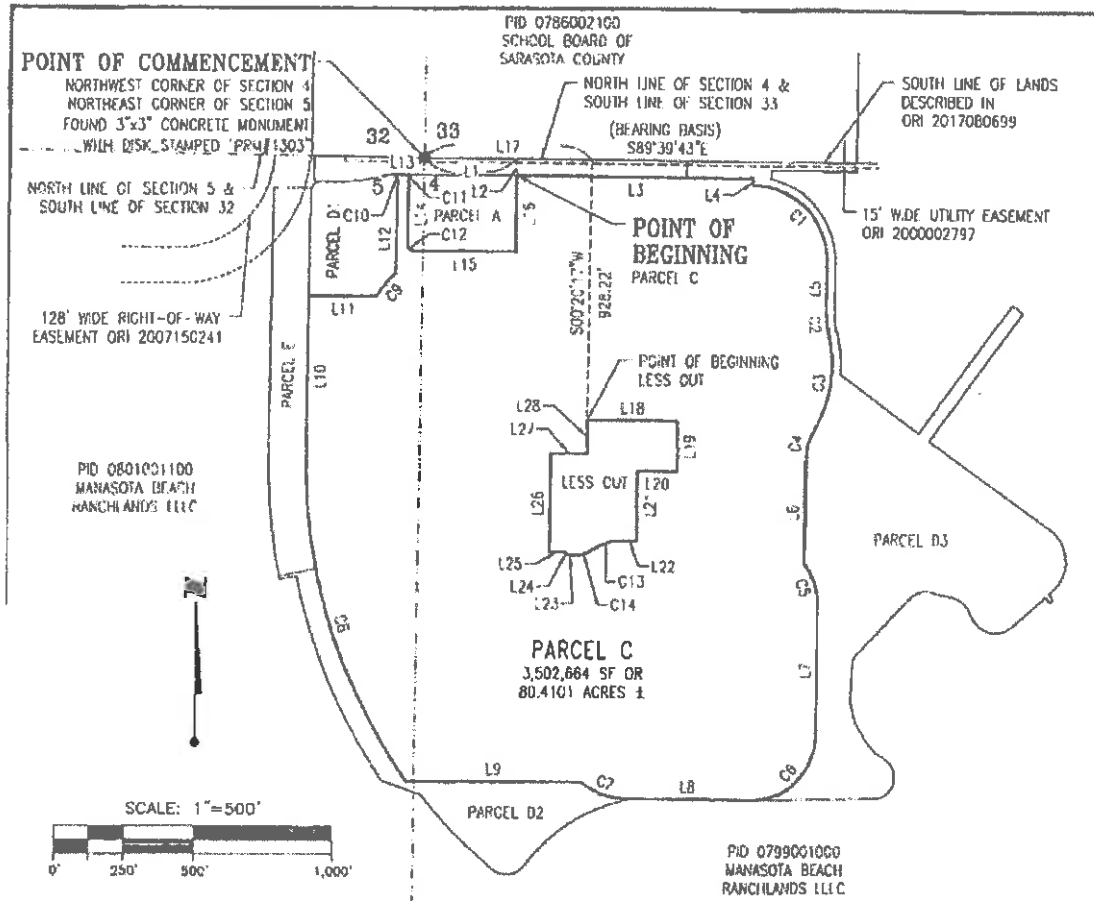
Date: 9-13-17

Approved as to form and correctness:

By: [Signature]  
County Attorney LMG

**Exhibit A**

Sketch and Legal Description of Facility Site  
(3 Sheets)



**ABBREVIATIONS:**

- ORI - OFFICIAL RECORD INSTRUMENT NUMBER
- PID - PROPERTY IDENTIFICATION NUMBER
- SF - SQUARE FEET

SEE SHEET 2 FOR TABLES  
SEE SHEET 3 FOR LEGAL DESCRIPTION

**PARCEL C**

REV. 'A'; REVISED 15' UTILITY EASEMENT AND REMOVED HATCH; 8/14/17; EDM  
FOR: MANASOTA BEACH RANCHLANDS, LLC

This is NOT a Survey and Not valid without all sheets.

Aug 14, 2017 - 14-01-15 EDM:JAK\215614091\survey\drawing\5 & D\215614091v\_spsk03.dwg

SKETCH & DESCRIPTION OF A  
TRACT OF LAND LYING IN  
SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E,  
SARASOTA COUNTY, FLORIDA



**Stantec**

6800 Professional Parkway East, Sarasota, FL 34240-8414  
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TASK CODE: 220	DRAWN BY: EDM	CHECKED BY: JAK	CAD FILE: 215614091v-spsk03	PROJECT NO: 215614091	SHEET: 1 OF 3	DRAWING INDEX FILE: 215614091v-spsk03	REV: A
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LINE TABLE		
LINE	BEARING	DISTANCE
11	S89°39'43"E	313.89'
12	S07°27'17"W	65.00'
13	S81°32'42"E	276.44'
14	S03°20'17"W	72.29'
15	S07°20'17"W	175.10'
16	S07°20'17"W	372.25'
17	S82°35'07"W	452.62'
18	N89°29'42"W	467.62'
19	N89°43'22"W	528.21'
20	N07°15'17"E	573.39'
21	S89°16'58"E	243.14'
22	N00°54'50"E	177.05'
23	S29°26'59"E	137.25'
24	S06°54'31"W	272.14'

LINE TABLE		
LINE	BEARING	DISTANCE
115	S82°39'43"E	362.43'
116	N07°20'17"E	217.89'
117	S07°35'41"E	602.52'
118	S89°45'22"E	753.80'
119	S07°16'34"W	175.45'
120	N89°19'43"W	112.53'
121	S02°16'38"W	267.54'
122	N89°19'43"W	21.11'
123	N89°43'22"W	20.68'
124	N07°16'34"E	10.00'
125	N69°41'22"W	60.60'
126	N07°16'38"E	54.05'
127	S89°41'22"E	117.37'
128	N07°16'38"E	192.39'

CURVE TABLE					
LINE	ANCHORS	DATA	ARC	CHORD	CHORD BEARING
21	275.70'	90°00'00"	437.27'	398.91'	S44°30'40"E
22	275.70'	142°26'30"	20.41'	20.21'	S07°07'59"W
23	462.50'	107°06'15"	271.20'	367.72'	S20°26'40"W
24	163.05'	317°00'15"	103.32'	102.05'	S12°05'37"W
25	275.70'	181°26'15"	162.58'	185.36'	S19°12'40"E
26	275.70'	90°00'00"	266.45'	312.12'	S45°20'17"W
27	235.20'	42°27'50"	316.70'	162.25'	N69°28'17"W
28	1,259.00'	36°55'24"	743.11'	1,221.71'	N1°57'09"W
29	575.50'	182°23'40"	107.82'	107.20'	N41°15'50"E
30	10.00'	60°11'54"	34.25'	32.84'	N52°18'26"W
31	20.20'	34°11'05"	38.87'	17.80'	S18°10'35"W
32	30.20'	89°24'13"	47.47'	47.64'	N49°21'36"E
33	150.00'	54°34'35"	114.68'	112.93'	S7°06'02"W
34	115.00'	34°32'36"	86.20'	65.27'	S7°00'11"W

DESCRIPTION (as prepared by the engineering Geographer and Mapper)

A tract of land lying in Sections 4 & 5, Township 40 S., Range 20 E., Sarasota County, Florida, being more particularly described as follows:

(COMMENCE) at the northwest corner of Section 4; thence S89°39'43"E along the north line of said Section 4 and the south line of lands described in Official Record Instrument Number 20170001893 of the Public Records of Sarasota County, Florida, a distance of 313.89 feet; thence S07°27'17"W, a distance of 65.00 feet to the POINT OF BEGINNING; thence S82°35'07"W, a distance of 452.62 feet; thence S07°20'17"W, a distance of 175.10 feet to the point of curvature of a non-tangent curve to the right, having a radius of 275.70 feet; and a central angle of 90°00'00"; thence southeasterly along the arc of said curve a distance of 437.27 feet; said curve having a chord bearing and distance of S44°30'40"E, 398.91 feet; to the point of tangency of said curve; thence S07°20'17"W, a distance of 179.10 feet to the point of curvature of a curve to the left having a radius of 275.70 feet and a central angle of 142°26'30"; thence southerly along the arc of said curve, a distance of 20.41 feet; to the point of reverse curvature of a curve to the right having a radius of 462.50 feet and a central angle of 107°06'15"; thence southerly along the arc of said curve, a distance of 271.20 feet to the point of reverse curvature of a curve to the left having a radius of 163.05 feet and a central angle of 317°00'15"; thence southerly along the arc of said curve, a distance of 103.32 feet to the point of tangency of said curve; thence S07°20'17"W, a distance of 372.25 feet; to the point of curvature of a non-tangent curve to the right, having a radius of 275.70 feet and a central angle of 181°26'15"; thence southerly along the arc of said curve, a distance of 162.58 feet; said curve having a chord bearing and distance of S19°12'40"E, 185.36 feet; to the point of tangency of said curve; thence S07°20'17"W, a distance of 462.62 feet to the point of curvature of a curve to the right having a radius of 235.20 feet and a central angle of 42°27'50"; thence southwesterly along the arc of said curve, a distance of 316.70 feet to the point of tangency of said curve; thence N89°19'43"W, a distance of 112.53 feet; to the point of curvature of a curve to the right having a radius of 267.54 feet and a central angle of 40°27'50"; thence westerly along the arc of said curve, a distance of 162.25 feet to the end of said curve; thence N69°28'17"W, along a line not tangent to said curve a distance of 21.11 feet to the point of curvature of a non-tangent curve to the right, having a radius of

--- CONTINUE ON SHEET 1

SEE SHEET 1 FOR SKETCH  
SEE SHEET 3 FOR LEGAL DESCRIPTION

PARCEL C

SPV 741 RIVOLI 'S' UTILITY CASEMENT AND REMOVAL MATCH 8/14/17, LHM  
FOR: MINNESOTA BEACH BAYLANDS, LLC

This is NOT a Survey and Not valid without all sheets.

SKETCH & DESCRIPTION OF A TRACT OF LAND LYING IN SECTIONS 4 & 5, TOWNSHIP 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA



Stantec

2000 Professional Building, Sarasota, FL 34236  
Phone: 941.554.4000 Fax: 941.554.4000  
Customer Service: 800.441.4000  
stantec.com

DATE PLOTTED: 2/28/2024	DRAWN BY: LHM	CHECKED BY: LHM	DATE: 2/28/2024	PROJECT NO: 21051429	SHEET: 2 OF 3	SPACING: 1/4" = 40'	BY: LHM
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- CONTINUED FROM SHEET 2 -

1095.00 feet and a central angle of 36°15'24". Hence westerly along the arc of said curve, a distance of 1,374.31 feet, said curve having a chord bearing and distance of N 13°07'24"W, 1,261.21 feet, to the point of tangency of said curve, thence N05°12'53"E, a distance of 543.25 feet, thence S80°38'58"W, a distance of 243.14 feet, to the point of curvature of a non-tangent curve to the right having a radius of 312.13 feet and a central angle of 132°34'45". Thence westerly along the arc of said curve, a distance of 107.85 feet, said curve having a chord bearing and distance of N 44°15'50"E, 107.31 feet, to the point of said curve, thence N40°54'31"W, along a line non-tangent to said curve, a distance of 377.05 feet to the point of curvature of a curve to the left having a radius of 790.05 feet and a central angle of 66°21'54". Hence westerly along the arc of said curve, a distance of 34.75 feet to the end of said curve, thence S89°05'29"E, along a line non-tangent to said curve, a distance of 63.25 feet to the point of curvature of a non-tangent curve to the left, having a radius of 2000 feet and a central angle of 34°11'06". Hence westerly along the arc of said curve, a distance of 18.67 feet, said curve having a chord bearing and distance of S 18°00'02"W, 17.80 feet, to the point of tangency of said curve, thence S50°34'21"W, a distance of 225.14 feet, to the point of curvature of a curve to the left having a radius of 3900 feet and a central angle of 15°14'17". Hence westerly along the arc of said curve, a distance of 47.42 feet to the point of tangency of said curve, thence S45°35'43"E, a distance of 360.93 feet, thence N00°20'17"E, a distance of 271.89 feet to the POINT OF BEGINNING.

Said tract contains 3,055,110 square feet or 69.2180 acres, more or less.

LESS ONE

COMMENT: of the northwest corner of Section 4, thence S03°25'45"E, along the north line of said Section 4 and the south line of land described in Official Instrument Number 2016280593 of the Public Records of Sarasota County, Florida, a distance of 602.52 feet, thence S05°20'17"W, a distance of 528.22 feet to the POINT OF BEGINNING; thence S03°43'22"E, a distance of 323.19 feet, thence S50°16'33"W, a distance of 175.45 feet, thence N68°39'43"W, a distance of 142.94 feet, thence S05°16'33"W, a distance of 257.24 feet, thence N83°39'43"W, a distance of 51.12 feet to the point of curvature of a curve to the left, having a radius of 190.00 feet and a central angle of 34°34'25". Hence westerly along the arc of said curve, a distance of 114.66 feet to the point of reverse curvature of a curve to the right having a radius of 116.00 feet and a central angle of 34°30'52". Hence westerly along the arc of said curve, a distance of 26.76 feet to the point of tangency of said curve, thence N28°43'22"W, a distance of 50.88 feet, thence N02°16'28"E, a distance of 10.00 feet, thence N45°43'25"W, a distance of 10.00 feet, thence N05°16'38"E, a distance of 394.00 feet, thence S89°45'29"E, a distance of 136.27 feet, thence N00°16'38"E, a distance of 20.94 feet to the POINT OF BEGINNING.

Said tract contains 1,52,247 square feet or 3.4979 acres, more or less.

NOTES:

1. Unless it bears the signature and the original raised seal of a Florida Surveyor and Mapper, this sketch, drawing, plat or map is for informational purposes only.
2. Bearings shown hereon are relative to the north line of Section 4 having a bearing of S 91°39'43".
3. This is a sketch only and does not represent a field survey.
4. Subject to easements of record.

*Joseph A. Kelly*  
Joseph A. Kelly, S.W. No. 7141  
8/15/2017  
Date & Signature

SEE SHEET 1 FOR SKETCH  
SEE SHEET 2 FOR TABLES

PARCEL C

REV. 04, RESUB. 15, UNIT 17, ENGAGEMENT AND RECORDS UNIT, 8/14/17, INV. FOR MANASOTA BEACH RANCHLANDS, LLC. This is NOT a Survey and Not valid without all sheets. 08/14/2017 14:21:13 (10000000) FLORIDA SURVEYING & MAPPING, INC. A 2016280593-145-000000

SKETCH & DESCRIPTION OF A TRACT OF LAND LYING IN SECTIONS 4 & 5, QUARTER 40 S., RANGE 20 E., SARASOTA COUNTY, FLORIDA



Stantec

1000 Professional Center Blvd., Suite 710, Sarasota, FL 34236-4000  
Phone: 941.551.2000, Fax: 941.551.4100  
Central & Eastern Time Zone  
E-mail: info@stantec.com

NO. 0011	PROJECT NO.	CLIENT NO.	CAD. NO.	PROJECT NO.	DATE	SCALE	DATE	BY
225	EDW	144	2156140314-122473	215614031	8/15/2017	C 3	2156140314-122473	A

10

This space reserved for use by the Clerk of  
the Circuit Court

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2017106403 10 PG(S)  
August 23, 2017 10:54:26 AM  
KAREN E RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

This instrument prepared by  
and return to:

Jonathan T. Johnson, Esq.  
HOPPING GREEN & SAMS, P.A. *e*  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301



**INTERLOCAL AGREEMENT REGARDING SPRING TRAINING  
STADIUM FINANCING OBLIGATIONS**

This Interlocal Agreement (the "Interlocal Agreement") is made and entered into this 27 day of JULY, 2017 (the "Effective Date"), by and between the City of North Port, Florida, a Florida municipal corporation (the "City") and West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes, and Chapter 2004-456, Laws of Florida, as amended ("WVID"). The City and WVID shall be referred to herein jointly as the "Parties" and each, individually, as a "Party."

**WITNESSETH:**

WHEREAS, WVID is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements, including without limitation stadiums and ballfields, within and without its boundaries; and

WHEREAS, WVID, the City, Sarasota County, Florida (the "County"), Atlanta National League Baseball Club, LLC ("ANLBC"), Manasota Beach Ranchlands, LLLP (the "Developer"), and Calben (US) Corporation (the "Developer Guarantor") (the Developer Guarantor, together with WVID, the City, the County, ANLBC, and the Developer, are collectively hereinafter referred to as the "Stakeholders") have entered into that certain *Letter of Intent and Term Sheet*, dated March 9, 2017 (collectively, the "Term Sheet"); and

WHEREAS, pursuant to the Term Sheet, WVID shall provide for the design and construction, and the financing thereof, of certain spring training facilities and associated improvements to be utilized by ANLBC (collectively, the "Facility"); and

WHEREAS, pursuant to the Term Sheet, the County, WVID, and ANLBC entered into that certain *Non-Relocation Agreement*, dated May 23, 2017, providing for the Atlanta Braves to play its home spring training games at the Facility for an initial 30-year term ("Non-Relocation Agreement"); and



WHEREAS, the Term Sheet contemplates that the Facility be financed with (i) the proceeds of bonds issued or other form of indebtedness incurred by WVID and secured by grant funding (the “**Spring Training Program Grant**”) awarded by the State of Florida (the “**State Contribution**”); (ii) a financial contribution from the City (the “**City Contribution**”); (iii) the net proceeds of bonds issued or other form of indebtedness incurred by the County (the “**County Contribution**”); (iv) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from the Developer (the “**Developer Contribution**”); and (v) the proceeds of bonds issued or other form of indebtedness incurred by WVID, or another entity, and secured by annual contributions from ANLBC (the “**ANLBC Contribution**”) (the ANLBC Contribution, together with the State Contribution, the City Contribution, the County Contribution, and the Developer Contribution, are collectively hereinafter referred to as the “**Facility Funding Obligation**”); and

WHEREAS, Exhibit D to the Term Sheet contemplates that WVID shall issue bonds or other indebtedness secured by the Facility Funding Obligation (hereinafter, the “**WVID Bonds**”), the proceeds of which shall be received by WVID on or before December 31, 2017 (the “**Target Funding Date**”); and

WHEREAS, notwithstanding the foregoing, so long as the Spring Training Program Grant has been awarded by the State by the Target Funding Date, if the bonds or other indebtedness to be issued by WVID and secured by the Developer Contribution and the ANLBC Contribution (the “**WVID Debt**”) and/or the bonds or other indebtedness to be issued by WVID and secured by the State Contribution (the “**State Sales Tax Payments Bonds**,” and together with the WVID Debt, the “**WVID Bonds**”) is not yet issued and the net proceeds therefrom deposited into the respective subaccount of the WVID Construction Account by the Target Funding Date, WVID may instead acquire temporary funding (hereinafter, the “**Temporary Funding**”) in an amount necessary to preserve the Project Schedule between January 1, 2018 and February 28, 2018, the occurrence of which shall not constitute a default under the Development Agreement (hereinafter defined) or this Agreement, provided that the WVID Bonds shall be issued and the proceeds therefrom deposited to the applicable subaccount of the WVID Construction Account on or before February 28, 2018; and

WHEREAS, the Term Sheet contemplates that the City Contribution is to be comprised of a Three Hundred Thousand Dollar (\$300,000.00) annual contribution to WVID over a period of thirty (30) years, resulting in a total payment of Nine Million Dollars (\$9,000,000.00); and

WHEREAS, there are extensive benefits to the Stakeholders in the event that the City Contribution is paid to WVID as a lump sum payment instead of through the issuance of the WVID Bonds, which benefits include but are not limited to the following: (i) conserves significant staff and legal time, resources, and expenses that otherwise would have been expended relative to the issuance and remittance of the annual payments; (ii) avoids the need to utilize a portion of the City Contribution towards WVID’s bond-related expenses such as issuance costs, underwriting fees and costs, and legal, financial advisory, and other consultant fees and expenses; and (iii) streamlines the process of obtaining the Facility Funding Obligation; and

**WHEREAS**, there are additional benefits specific to the City in the event that the City Contribution is paid as a lump sum payment, which benefits include but are not limited to the following: (i) eliminates the City's need to budget for the City Contribution payments over the next thirty (30) years during unknown market conditions (which allows for the City to better allocate financial resources within the current and/or upcoming fiscal year); (ii) increases the City's future borrowing capacity by eliminating the City's annual payment; (iii) prevents the potential effect of binding future City Commissions relative to the provision of the City Contribution over the next thirty (30) years; and (iv) reduces City staff resources needed to coordinate the payment of the City Contribution semi-annually over the next thirty (30) years; and

**WHEREAS**, due to financial economies and other efficiencies gained by WVID not issuing the portion of the WVID Bonds secured by the City Contribution provided over a term of thirty (30) years, the Parties now desire for the City Contribution to instead be made a lump sum contribution to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00); and

**WHEREAS**, the terms and conditions of the State Contribution, the County Contribution, the Developer Contribution, and the ANLBC Contribution are more particularly set forth in that certain *Development Agreement* by and between the County, the City, WVID, the Developer, the Developer Guarantor, and ANLBC that has been executed or is to be executed by such parties (hereinafter, the "**Development Agreement**"); and

**WHEREAS**, the terms and conditions of the County Contribution are more particularly set forth in the *Development Agreement* and that certain *Interlocal Agreement* by and between the County and WVID as contemplated by the Term Sheet ("**County Interlocal Agreement**") that has been executed or is to be executed by such parties; and

**WHEREAS**, the terms and conditions of the State Contribution are more particularly set forth in the *Development Agreement* and that certain *Spring Training Program Agreement* by and between the State and WVID that has been executed or is to be executed by such parties (hereinafter, the "**Spring Training Program Agreement**"); and

**WHEREAS**, in accordance with intent of the Term Sheet, WVID and the City desire to enter into this *Interlocal Agreement* to set forth the rights, duties and obligations of the Parties hereto relative to the provision of the City Contribution.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

**SECTION 1. RECITALS; DEFINED TERMS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this *Interlocal Agreement*.

**SECTION 2. PROVISION OF THE CITY CONTRIBUTION.**

- A. Notwithstanding anything to the contrary in the Term Sheet, the City acknowledges and agrees that it shall partially provide for the funding of the design and construction of the Facility by contributing a lump sum payment to WVID in the amount of Four Million Seven Hundred Thousand Dollars (\$4,700,000.00). Such amount shall be due and payable to WVID in one or more installments, but paid in full no later than the earlier of: (i) the Target Funding Date; or (ii) if the WVID Bonds have not yet been issued as of such date, upon WVID's receipt of the Temporary Funding. Beyond the City Contribution, other than as a result of a default of its obligations hereunder, the City shall have no additional financial or other liability relative to the Facility Funding Obligation.
- B. Upon receipt, WVID shall deposit the proceeds of the City Contribution in the applicable construction account held by a trustee on behalf of WVID pursuant to a custodian agreement, all in accordance with the Development Agreement for use in financing the costs relative to the design and construction of the Facility. WVID may utilize such funds in the manner set forth in the Development Agreement.
- C. If, as of the Target Funding Date, all Conditions Precedent (hereinafter defined) have been met pursuant to Section 3(A) below, and the City fails to make its payment of the City Contribution, WVID shall provide immediate notice of such default to all of the Parties to the Development Agreement, and WVID shall have the option to terminate this Interlocal Agreement as of the Target Funding Date (hereinafter, a "Default Termination").

**SECTION 3. CONDITIONS PRECEDENT.**

- A. The City's obligation to pay the City Contribution as contemplated herein and to take any other action required by this this Interlocal Agreement is hereby expressly contingent upon the satisfaction and occurrence of each of the following conditions (collectively the "Conditions Precedent") prior to the Target Funding Date:
  - i. The Stakeholders' approval and execution of the Development Agreement;
  - ii. WVID and the County's approval and execution of the County Interlocal Agreement;
  - iii. The State's award of the Spring Training Program Grant to WVID;
  - iv. WVID's issuance of bonds or other indebtedness secured by the Developer Contribution and the ANLBC Contribution; and

- v. Receipt of the County Contribution by WVID.

Notwithstanding the foregoing, in the event that the Condition Precedent set forth in Section 3(A)(iv) above has not occurred on or before the Target Funding Date, such Condition Precedent shall be deemed to have been met so long as WVID secures the Temporary Funding by such date.

- B. Should any of the foregoing conditions have not been satisfied by the Target Funding Date, the City may terminate this Interlocal Agreement by written Notice to WVID and the parties to the Development Agreement, termination to be effective immediately upon issuance of said Notice.

**SECTION 4. REFUND.**

- A. WVID shall refund to the City the full amount of the City Contribution if any party terminates the Development Agreement, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- B. WVID shall refund to the City a prorated amount of the City Contribution if any party terminates the Non-Relocation Agreement prior to the initial 30-year term of same, but only to the extent that WVID is able to recover liquidated damages from ANLBC pursuant to Section 5.2 of the Non-Relocation Agreement which are allocable to the City Contribution. Any refund shall be calculated and prorated to a monthly amount. In case of any such termination, WVID agrees to pursue all legal means for all remedies available at law to recover damages from ANLBC.
- C. Any such refund shall be paid to the City no later than ninety (90) days after receipt of the above-referenced funds by WVID from ANLBC.

**SECTION 5. EFFECTIVE DATE; TERM.** This Interlocal Agreement shall become effective as of the Effective Date, and shall continue until the termination of all Operative Agreements, which shall include, collectively, the following agreements: (i) this Agreement, (ii) the Development Agreement, (iii) the Non-Relocation Agreement, (iv) the City License Agreement, (v) the Developer License Agreement, (vi) the County and WVID Interlocal Agreement, (vii) the Deed Restriction, (viii) the Spring Training Program Agreement, and (ix) any other agreements deemed necessary by the Parties to memorialize the terms and conditions set forth in the Term Sheet.

**SECTION 6. EFFECT OF TERMINATION; REMEDIES.** A default under this Interlocal Agreement shall entitle the Parties to all remedies set forth herein:

**A. Negotiations.** In the event of any claim or dispute among the Parties arising out of or relating to this Agreement or the breach thereof, the Parties shall use their best efforts to settle such dispute in a reasonable manner through amicable negotiations. Upon written request from either Party to conduct such negotiations (the "Negotiation Notice"), both Parties shall use commercially reasonable efforts to resolve such dispute in good faith. For ninety (90) days following the issuance of a Negotiation Notice, neither Party shall file any claim or lawsuit to resolve such dispute.

**B. Other Remedies.** Subject to complying with Section 6(A) herein, the Parties shall have the ability to pursue any remedies available at law.

1. Litigation permitted by, arising under, or with respect to this Agreement shall only be instituted in the Twelfth Judicial Circuit Court of Florida in Sarasota County or the Tampa division of the United States District Court for the Middle District of Florida or, in the event of any changes to such circuit, district or division, in the circuit court in the judicial circuit and county or the federal district court and division within which the Facility is located at the time such litigation is filed. The Parties consent to the jurisdiction and venue of such courts for such permitted litigation.

2. Any failure of a Party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that Party of any claim for damages it may have by reason of the default.

**SECTION 7. AMENDMENT.** Amendments to and waivers of the provisions contained in this Interlocal Agreement may be made only by an instrument in writing which is executed by the Parties hereto.

**SECTION 8. ASSIGNMENT.** Neither of the Parties may assign their rights, duties or obligations under this Interlocal Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

**SECTION 9. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

**To City:** City of North Port, Florida  
4970 City Hall Boulevard  
North Port, FL 34286  
Attn: City Manager

**With a copy to:** City of North Port, Florida  
4970 City Hall Boulevard

North Port, FL 34286  
Attn: City Attorney

**To WVID:**

c/o Special District Services  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Attn: District Manager

**With a copy (which shall not constitute notice) to:**

O'Melveny & Myers LLP  
Times Square Tower  
7 Times Square  
New York, NY 10036  
Attention: Irwin Rajj, Esq.  
E-mail: irajj@omm.com

**With a copy (which shall not constitute notice) to:**

Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301  
Attention: Jonathan Johnson, Esq.  
E-mail: jonathanj@hgslaw.com

Except as otherwise provided in this Interlocal Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Interlocal Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the respective Parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 10. PUBLIC RECORDS.** The Parties understand and agree that all documents of any kind provided to WVID or the City in connection with this Interlocal Agreement may be public records, and, accordingly, the parties agree to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*.

**SECTION 11. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Interlocal Agreement shall not affect the validity or enforceability of the remaining portions of this Interlocal Agreement, or any part of this Interlocal Agreement not held to be invalid or unenforceable.

**SECTION 12. THIRD PARTY BENEFICIARIES.** This Interlocal Agreement is solely for  
INTERLOCAL AGREEMENT REGARDING SPRING TRAINING STADIUM FINANCING OBLIGATIONS

the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Interlocal Agreement. Nothing in this Interlocal Agreement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Interlocal Agreement or any of the provisions or conditions hereof. The Parties shall be solely responsible for enforcing their rights under this Interlocal Agreement against any interfering third party. Nothing contained in this Interlocal Agreement shall limit or impair the Parties' right to protect its rights from interference by a third party.

**SECTION 13. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Interlocal Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Interlocal Agreement.

**SECTION 14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Interlocal Agreement.


**[Signatures on Next Page]**

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by duly authorized officers of WVID and the City, each of whom hereby represents and warrants that he or she has the full power and authority to execute this Interlocal Agreement in such capacity, all as of the day and year first above written.

**WEST VILLAGES IMPROVEMENT DISTRICT**, an independent special district created pursuant to Chapter 189, Florida Statutes

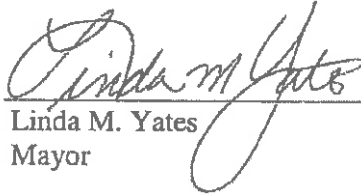
By:   
Chairman

ATTEST:

By:   
Secretary



**CITY OF NORTH PORT, FLORIDA,**  
a Florida municipal corporation


By:   
Linda M. Yates  
Mayor

Attest



Patsy C. Adkins, MMC  
City Clerk

Approved as to form and correctness:

  
Amber L. Slayton  
Interim City Attorney

**2.v.i.**

**ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

This Addendum is made and entered into this 19<sup>th</sup> day of September, 2017. This Addendum is intended to supplement but not supplant the rights or remedies as a third-party beneficiary or otherwise of the State of Florida ("State"), Department of Economic Opportunity ("DEO") and their permitted successors and assigns under or by reason of the following agreements (hereinafter collectively referred to in this Addendum as the "Agreements"):

- 1) Non-Relocation Agreement dated May 22, 2017 by and between Sarasota County, Florida, a charter county and political subdivision of the State of Florida (hereinafter "County"), West Villages Improvement District, an independent special district created pursuant to Chapter 189, Florida Statutes and Chapter 2004-456, laws of Florida, Acts of 2004, as amended (hereinafter "WVID"), and Atlanta National League baseball Club, LLC, a Georgia limited liability company (hereinafter "ANLBC"), owner and operator of the Major League Baseball franchise known as the Atlanta Braves (hereinafter "Team");
- 2) Facility Operating Agreement dated May 22, 2017 by and between the County and ANLBC;
- 3) Interlocal Agreement Regarding Spring Training Stadium Financing Obligations dated July 27, 2017 by and between the City of North Port, Florida, a Florida municipal corporation (hereinafter "City") and WVID;
- 4) Interlocal Agreement to be executed prior to the execution of this Addendum by and between the County and WVID; and
- 5) Any other Agreement with respect to the Spring Training Facility described in the Letter of Intent and Term Sheet dated as of March 7, 2017 by and between the County, the City, WVID, Manasota Beach Ranchlands, LLLP (hereinafter "Developer"), Calben (US) Corporation (hereinafter "Developer Guarantor"), and ANLBC, as approved and further described in Resolution No. 2017-074 of the Board of County Commissioners of Sarasota County, Florida dated May 23, 2017.

WHEREAS, the purpose of section 288.11631, Florida Statutes, is to provide a process for the retention of spring training baseball franchises within the State;

WHEREAS, the parties to the Agreements acknowledge that the amount of State incentive funding is based on the Team's continual use of the Facility for the duration of the State incentive funding;

WHEREAS, the parties to the Agreements acknowledge that the purpose of this Addendum is to ensure that the Agreements continuously meet the requirements of section 288.11631, Florida Statutes, and that DEO can properly and responsibly act as the steward of State funds; and

WHEREAS, the parties to the Agreements acknowledge that the Agreements contain provisions designed to establish business, operational and other obligations and rights not directly related to section 288.11631, Florida Statutes or this Addendum, which provisions are not intended to be modified or affected by this Addendum except to the extent that they limit any rights or remedies of the State or DEO as provided for in this Addendum.

NOW THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained, and in order to induce DEO to certify Applicant pursuant to section 288.11631, Florida Statutes, the parties to the Agreements agree to sign this Addendum as a condition precedent to State's certification and funding, and covenant as follows:

## **I. DEFINITIONS**

Except as otherwise set forth herein, the definitions set forth in the Agreements shall not apply to this Addendum and the definitions set forth in this Addendum shall not apply to the Agreements. The definitions that shall apply to this Addendum are included in Exhibit "A" attached hereto and incorporated herein.' All words used herein shall be defined as they are ordinarily used, unless otherwise defined in this Addendum.

## **II. TERMS AND CONDITIONS**

In accordance with the last sentence of paragraph 3.2 page 4 of the Non-Relocation Agreement dated May 22, 2017, ANLBC is obligated to exhibit, promote, schedule and play or conduct at least eighty percent (80%) or fifteen (15) Major League Spring Training Home Games per season (whichever is greater) in the main stadium of the Facility, between the Team and another Major League Club, with at least two (2) such Major League Spring Training Home Games scheduled to begin after 6:00 pm, subject to Major League Baseball Rules and Regulations. DEO may excuse ANLBC in writing from the obligation of this immediately preceding sentence (with or without a Compensatory Prorated Fee as further described below); but if not, then at DEO's sole and absolute discretion, DEO can unilaterally determine and notify ANLBC in writing that ANLBC breached its obligation and owes immediate payment to the State of the total amount of the State distributions due and payable through the final maturity of the Bonds.

Provided, however, that if Force Majeure or Major League Baseball causes ANLBC and Team to play less than fifty percent (50%) of the Major League Spring Training Home Games at the Facility during each Spring Training Season, then the Agreements shall be automatically extended beyond their Term for one additional full Spring Training Season.

The Compensatory Prorated Fee shall be determined as follows: State's yearly distribution applicable to Spring Training Season multiplied by the fraction obtained by dividing the number of missed Major League Spring Training Home Games (up to 15 games) by 15 yearly Major League Spring Training Home Games. For example: with 2 unexcused missed Major League Spring Training Home Games

in a Spring Training Season, and State paying \$1,000,000 per year, ANLBC would owe state \$1,000,000 x (2/15) = \$133,333.

### III. STATE OF FLORIDA AS THIRD PARTY BENEFICIARY

The State of Florida, by and through DEO and DEO's successors and assigns, is an intended third party beneficiary of this Addendum. The State and DEO shall have standing in any action at law or in equity relating to, and/or to seek and/or compel performance of, the obligations this Addendum imposes. DEO shall have the right to enforce any reimbursement obligations owed to the State as the same are set forth herein or in law. This Addendum shall in no way limit any additional legal rights or remedies that the State or DEO may have with the Agreements or otherwise.

### IV. ORDER OF PRIORITY

In the event of a conflict between the terms of this Addendum and the Agreements relating specifically to a right, obligation or remedy benefitting DEO which arises from section 288.11631, Florida Statutes or this Addendum, the terms of this Addendum shall take precedence and shall control over any other terms of the Agreements, including any terms added to, amended in, or removed from the Agreements after the effective date of this Addendum; provided that this provision shall not be interpreted so as to release or modify any obligation, right or remedy provided in the Agreement which is in addition to those provided to DEO or the State under section 288.11631, Florida Statutes or this Addendum. This Addendum may not be modified or amended, either directly or indirectly, without the prior written consent of the parties and DEO's Executive Director or DEO's Executive Director's successor in interest. If any modification or amendment is made to either the Agreement or this Addendum without DEO's prior written consent, and such modification or amendment has any adverse effect on DEO's rights under this Addendum, such portion of that modification or amendment that has such adverse effect shall be void ab initio and ineffective. The Addendum's recitals are incorporated herein and made a part hereof by this reference. Any duplication of this Addendum with the terms and provisions of the Agreements shall be construed as intentional.

IN WITNESS WHEREOF, this Addendum, has been executed by duly authorized officers of ANLBC, the County, the City, WVID, Developer, Developer Guarantor, and DEO, each of whom hereby represents and warrants that she or he has the full power and authority to execute this Addendum in such capacity, all as of the day and year first above written.

***- Remainder of Page Intentionally Left Blank -  
- Seven Signature Pages and Exhibit "A" are Attached -***

**SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY**

ACCEPTED AND AGREED:

ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC,  
A Georgia Limited Liability Company

By   
Terence F. McGuirk, Chief Executive Officer

WITNESSES:



Print Name of Witness: Grey Heller


Heather Metzger

Print Name of Witness: Heather Metzger

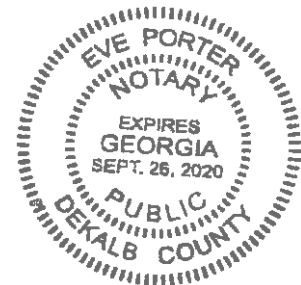
STATE OF GEORGIA  
COUNTY OF COBB

On the 1<sup>st</sup> day of September, 2017, before me, the undersigned officer, personally appeared Terence F. McGuirk, who is personally known to me or proved to me on the basis of satisfactory evidence to be the Chief Executive Officer of ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.



Print Name of Notary Public: Eve Porter



SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

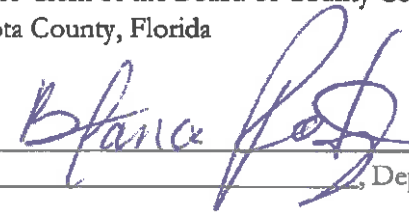
ACCEPTED AND AGREED:

SARASOTA COUNTY, a charter county and political subdivision  
of the State of Florida



By  \_\_\_\_\_  
Paul Caraguilo, Chairman

ATTEST:

KAREN E. RUSHING, Clerk of the Circuit Court and  
Ex-Officio Clerk of the Board of County Commissioners  
of Sarasota County, Florida

By:  \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF SARASOTA COUNTY:

By:  \_\_\_\_\_  
\_\_\_\_\_, County Attorney 

SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

NORTH PORT, FLORIDA, a charter city and political subdivision  
of the State of Florida


By   
Linda Yates, Mayor

ATTEST:

Patsy C. Adkins, MMC, City Clerk



APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF NORTH PORT, FLORIDA:

By:   
Amber L. Skayton, City Attorney




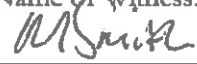
SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

WEST VILLAGES IMPROVEMENT DISTRICT, an Independent special district  
created pursuant to Chapter 189, Florida Statutes


By   
Martin Black, Chairman

WITNESSES:

  
Print Name of Witness: Kathleen Dailey  


Print Name of Witness: MIKE SMITH

APPROVED AS TO FORM AND CORRECTNESS  
ON BEHALF OF WEST VILLAGES IMPROVEMENT DISTRICT:

By:   
Lindsay Whelan WVID Attorney

SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY


ACCEPTED AND AGREED:

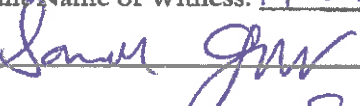
MANASOTA BEACH RANGLANDS, LLLP,  
a Florida limited liability limited partnership

By: Thomas Ranch Villages GP, LLC, a Delaware limited liability company, its general partner

By: Thomas Ranch Manager, LLC, a Delaware limited liability company, its manager

By   
Paul Erhardt, Vice President


WITNESSES:  
  
Print Name of Witness: Michele Lambdin

  
Print Name of Witness: Sandra Guffey

STATE OF Florida  
COUNTY OF Sarasota

On the 28<sup>th</sup> day of September, 2017, before me, the undersigned officer, personally appeared Paul Erhardt, who is personally known to me or proved to me on the basis of satisfactory evidence to be Paul Erhardt, Vice President of Thomas Ranch Manager, LLC, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.

  
Print Name of Notary Public: Debra Zimmerman



SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

CALBEN (US) CORPORATION,  
a Delaware Corporation

By [Signature]  
Jim Leiferman, President

WITNESSES:

[Signature]

Print Name of Witness: Jennifer Thomas

[Signature]

Print Name of Witness: Wianie JACQUES

STATE OF Florida  
COUNTY OF Orange

On the 6<sup>th</sup> day of October, 2017, before me, the undersigned officer, personally appeared Jim Leiferman, who is personally known to me or proved to me on the basis of satisfactory evidence to be Jim Leiferman, President of CALBEN (US) CORPORATION, and that he, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official notary public seal.

[Signature]

Print Name of Notary Public: Jennifer Thomas



JENNIFER H. THOMAS  
MY COMMISSION # FF 968207  
EXPIRES: July 4, 2020  
Bonded thru Budget Notary Services

SIGNATURE PAGE TO THE ADDENDUM TO AGREEMENTS  
CONCERNING ANLBC FACILITY IN SARASOTA COUNTY

ACCEPTED AND AGREED:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

  
Cissy Proctor, DEO Executive Director

Approved as to form and legal sufficiency,  
subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL  
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: \_\_\_\_\_

  
Peter Penrod, DEO General Counsel

Approved Date: \_\_\_\_\_

10-12-17

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**EXHIBIT "A"**  
**DEFINITIONS**

BONDS shall mean bonds or refunding bonds as described in section 288.11631(2)(a)(2), Florida Statutes.

FACILITY shall mean a professional sports franchise facility for spring training of a Major League Baseball team, including a stadium, training facilities, practice field, clubhouses, administrative and operational facilities, dedicated on-Facility Site parking areas, and other appurtenances and improvements, intended for use by the Team and for other tourism and community uses contemplated by the Operative Agreements (as defined in the Facility Operating Agreement), and shall also include, without limiting the foregoing, all improved and unimproved areas of the Facility Site (as defined in the Facility Operating Agreement) and any off-Facility Site improvements required for regulatory approval.

FORCE MAJEURE shall mean acts of Gods, natural disaster, accidents, fire or other casualty, earthquake, hurricane, tornadoes, named storms, flood, war, riot, intervention by civil or military authorities of government, insurrection, or other civil commotion, governmental action (except that, as to County, WVID, and City, governmental action shall exclude any governmental action or inaction with respect to the granting or withholding of any governmental approvals or permits needed for the development of the Facility within the control of the County, WVID, and City), material shortages, industry wide strikes, boycotts, lockouts or labor disputes (including, without limitation, labor disputes involving MLB or MLB players that result in missed games), or any other similar or like event or occurrence beyond the reasonable control of a Party hereto, that causes such Party to be delayed or hindered in, or prevented from, the performance of any covenant or obligation hereunder.

HOME GAME shall mean all baseball games played in the Facility involving the Team or its players as a participant during Spring Training, extended spring training games, Gulf Coast League games (if applicable), Florida State League games (if applicable) and instructional league games (if applicable).

MAJOR LEAGUE BASEBALL or MLB shall mean, depending on the context, any or all of (i) the Office of the Commissioner of Baseball, each other MLB entity and/or all boards and committees thereof, including, without limitation, Executive Council and the Ownership Committee, and/or (ii) the Major League Clubs acting collectively.

MAJOR LEAGUE BASEBALL CLUB or MAJOR LEAGUE CLUB shall mean any professional baseball club that is entitled to the benefits, and bound by the terms, of the Major League Constitution.

MAJOR LEAGUE CONSTITUTION shall mean the Major League Constitution adopted by the Major League Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may be in the future be entered into by the Major League Clubs.

MAJOR LEAGUE SPRING TRAINING HOME GAMES shall mean, with respect to any Spring Training Season, those Spring Training games, as determined by Major League Baseball, in its sole and absolute discretion, to be played by the Team's Major League Baseball Club as the home team at the Facility during such Spring Training Season.

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MINOR LEAGUE BASEBALL or MiLB shall mean the National Association of Professional Baseball Leagues which is the governing body of professional minor league baseball.

MLB AGENCY AGREEMENT shall mean the Amended and Restated Agency Agreement, effective as of January 1, 2013, by and among Major League Baseball Properties, Inc., the various Major League Baseball Clubs and the Office of the Commissioner of Baseball (and the operating guidelines related thereto), as may be amended, supplemented or otherwise modified from time to time.

MLB ENTITY shall mean each of the Office of the Commissioner of baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective past, present or future affiliates, assigns or successors.

MLB GOVERNING DOCUMENTS shall mean the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution, (b) the Basic Agreement between the Major League Baseball Clubs and the Major League Baseball Players Association, (c) the Professional Baseball Agreement between the Office of the Commissioner of Baseball, on behalf of itself and the Major League Baseball Clubs, and the National Association of Professional Baseball leagues, (d) the Major League Rules (and all attachments hereto), (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the Office of the Commissioner of Baseball, the various Major League Baseball Clubs, MLB Advanced Media, L.P. and various other MLB Entities, and (f) each agency agreement and operating guidelines among the Major League Baseball Clubs and any MLB Entity, including, without limitation, the MLB Agreement.

MLB RULES AND REGULATIONS shall mean: (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the Office of the Commissioner of Baseball, any other MLB Entity or the Major League Baseball Clubs acting collectively, including, without limitation, agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the Office of the Commissioner of baseball or any other MLB Entity as in effect from time to time.

SPRING TRAINING shall mean, as to each calendar year of the Term (as defined in the Facility Operating Agreement) of the Facility Operating Agreement, the regular annual spring training period during winter and early spring of any year during which the Team prepares for an upcoming MLB season, and shall be deemed to include time reasonably required for (i) preparation of the Facility, (ii) planning for the start of Spring Training, (iii) additional minor league player training prior to the commencement of the minor league season, and (iv) a period for the "winding down" of Spring Training activities by the Team. It is anticipated by the parties that the foregoing timeframe will be from approximately January 15 to approximately April 15 of each calendar year.

SPRING TRAINING SEASON shall mean the annual period during which Major League Baseball conducts Spring Training games in preparation for the Major League Baseball championship season generally running from February 1 through March 31 of each calendar year, but subject to change at the sole discretion of Major League Baseball.

### 3. Cost-Benefit Analysis

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Pursuant to Section 4(h)(3) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a cost-benefit analysis of the stadium facility’s impact on Sarasota County (the “County”). This cost-benefit analysis must be substantially similar in content and format to that certain *2009 Major League Baseball Florida Spring Training Economic Impact Study* except that its scope shall be limited to the impact on the County.

Note that the stadium facility is still under construction and accordingly spring training games, events, and activities have not yet been held at the facility. Thus, a cost-benefit analysis is unable to be calculated for the year ending August 31, 2018. Instead, please refer to the cost-benefit analysis estimated for the first full year of operation of the stadium facility, as provided in WVID’s application for certification.

## 4. List of Contracts Over \$250,000

Pursuant to Section 4(h)(4) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide a list of all material contracts related to the development of the project with an estimated cost greater than \$250,000.00. A current list of such contracts\* is included below:

<b>Contractor Name</b>	<b>Services/Materials</b>	<b>Current Contract Amount</b>
Argos Ready Mix LLC	Materials	\$1,751,420.21
Atlantic TNG LLC	Materials	\$395,288.00
Commercial Metals Company	Materials	\$548,855.81
Core & Main LP	Materials	\$253,058.20
Curry Steel, Inc.	Materials	\$2,560,853.44
DuraEdge Products, Inc.	Materials	\$330,620.50
Fawley Bryant Architects, Inc.	Architecture Services	\$4,548,893.00
Florida Best Block, LLC	Materials	\$316,316.37
Florida Irrigation Supply, Inc.	Materials	\$370,581.33
Forterra Pipe & Precast LLC	Materials	\$666,116.96
Gate Precast Company	Materials	\$1,194,142.00
Hobbs & Associates, Inc.	Materials	\$365,250.00
MUSCO Sports Lighting, LLC	Materials	\$597,009.43
P.J. Hayes, Inc. D/B/A Tandem Construction & Barton Malow Company	Construction Manager At-Risk	\$102,787,600.32
Pro-Turf, LLC	Materials	\$397,700.00
Vulcan Construction Materials, LLC	Materials	\$714,650.00

\*Amounts and contractors are accurate as of 8/27/2018.



## 5. Certification of Compliance with Section 288.11631, *Florida Statutes*

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Pursuant to Section 4(h)(5) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide written evidence that WVID continues to meet the certification criteria in effect when WVID was certified pursuant to section 288.11631, *Florida Statutes* (2017). For the reasons set forth below, WVID continues to meet the criteria for a “certified applicant.”

**1. The applicant is responsible for the construction or renovation of the facility for a spring training franchise or holds title to the property on which the facility for a spring training franchise is located.**

WVID is an independent special district established by the Florida Legislature pursuant to Chapter 189, *Florida Statutes*, and Chapter 2004-456, *Laws of Florida*, as amended. WVID received fee simple title to the property upon which the stadium facility is to be constructed on December 21, 2017 through a special warranty deed recorded as Instrument Number 2017156837 in the Official Records of Sarasota County, Florida (the “County”).

**2. The applicant has a certified copy of a signed agreement with a spring training franchise. The signed agreement with a spring training franchise for the use of a facility must, at a minimum, be equal to the length of the term of the bonds issued for the public purpose of constructing or renovating a facility for a spring training franchise**

WVID has entered into that certain *Non-Relocation Agreement* dated May 23, 2017 by and between the Atlanta National League Baseball Club, LLC (“ANLBC”), the County, and WVID (the “Non-Relocation Agreement”) and ANLBC and the County have entered into that certain *Facility Operating Agreement* dated May 23, 2017 (the “Facility Operating Agreement”) that together obligate ANLBC to utilize the stadium facility for thirty (30) years, expiring December 31, 2018, with an option for two (2) consecutive five (5) year options to extend the term.

Subsequent to the execution of the Facility Operating Agreement, ANLBC and the County acknowledged the joinder of Florida RentCo, LLC to the Facility Operating Agreement pursuant to that certain *Joinder of Braves Florida RentCo, LLC (Facility Operating Agreement)* dated December 21, 2017 (the “Joinder”) which was required by the terms of financing for the stadium facility.

Copies of each of the Non-Relocation Agreement, the Facility Operating Agreement, and the Joinder are included in Section 2 of this Annual Report.

**3. The applicant has made a financial commitment to provide 50 percent or more of the funds required by an agreement for the construction or renovation of the facility for a spring training franchise. The commitment may be contingent upon an award of funds under this section and other conditions precedent.**

All funding for the construction of the stadium facility has been provided as of December 20, 2017. The applicant has provided in excess of 50% of the funds necessary for financing and construction of the stadium facility. Please see the chart below for a summary of the state and matching funding sources for the construction and financing of the stadium facility.

<u>Funds</u>	<u>Source of Funds</u>	<u>Utilization</u>	<u>Contribution Amount</u>	<u>Percent of State Funding Source</u>	<u>Percent of Matching Funding Sources</u>
<u>State Funds</u>	State	Security for WVID's issuance of Florida State Sales Tax Payments Revenue Bonds, Series 2017A,* the proceeds of which were utilized for construction funding	\$20,000,000	11.91%	0%
<u>Matching Funds</u>	ANLBC	ANLBC Pre-Financing Payment to Design and Construction Contractors	\$5,381,903.88	0%	3.20%
	City	Cash Contribution to WVID for construction funding	\$4,700,000	0%	2.80%
	Developer	Cash Contribution to WVID for construction funding	\$4,700,000	0%	2.80%
	ANLBC	Cash Contribution to WVID for construction funding	\$23,482,216.05	0%	13.98%
	County	Security for County's issuance of Capital Improvement Revenue Bonds, Series 2017,* the proceeds of which were utilized for construction funding	\$68,247,870	0%	40.64%
	ANLBC	Security for WVID's issuance of its Senior Secured Notes, Series 2017B,* the proceeds of which were utilized for construction funding	\$41,417,536	0%	24.66%
<b>TOTAL FUNDS**</b>			<b>\$167,929,526</b>	<b>11.91%</b>	<b>88.09%</b>

\* includes total cost of funds provided, which are utilized to pay both principal and interest.

\*\*does not include land and infrastructure donations of the West Villages developer in the estimated amount of \$8,000,000 and \$7,000,000, respectively.

**4. The applicant demonstrates that the facility for a spring training franchise will attract a paid attendance of at least 50,000 persons annually to the spring training games.**

While the stadium facility is still under construction and accordingly no spring training games have yet been held, it is conservatively anticipated that total average attendance will exceed 73,500 in the first full year of play, which is anticipated to occur in the 2020 spring training season, and reaching more than 80,000 in the second full year of play. Attendance projections assume approximately 75% occupancy of fixed seats, and an estimate of 16 home games per season, with a 1% growth rate per year.

**5. The facility for a spring training franchise is located in a county that levies a tourist development tax under section 125.0104, *Florida Statutes*.**

The County has levied a Tourist Development Tax relative to the funding of the stadium facility pursuant to Ordinance No. 2017-025.

**6. The applicant is not currently certified to receive state funding for the facility as a spring training franchise under this section.**

Prior to its award of funding in 2017, WVID has not previously received state funding for a spring training stadium facility under section 288.11631, *Florida Statutes*.

## 6. Certification of Compliance with Section 288.1167, *Florida Statutes*

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Pursuant to Section 4(h)(6) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide written evidence, including numerical and/or statistical analysis as applicable, that the WVID is in compliance with section 288.1167, *Florida Statutes*. Section 288.1167, *Florida Statutes*, provides that any applicant who receives spring training stadium facility financing must demonstrate that:

- 1) Funds and facilities with respect to food and beverage and related concessions shall be awarded to minority business enterprises on the same terms and conditions as the general food and beverage concessionaire and in accordance with the minority business enterprise procurement goals set forth in section 287.09451, *Florida Statutes*;
- 2) At least 15 percent of a company contracted to manage a professional sports franchise facility or a spring training franchise facility is owned by minority business enterprises; or
- 3) At least 15 percent of all operational service contracts with a professional sports franchise facility or a spring training franchise facility are awarded to minority business enterprises.

Note that the stadium facility is still under construction and accordingly the stadium’s food and beverage concessions are not yet operational or subject to operational agreements with vendors, whether minority businesses or otherwise. Accordingly, WVID is in compliance with section 288.1167, *Florida Statutes*, as of the date of this Annual Report.

# 7. Advertising and Promotions for the Stadium Facility

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Pursuant to Section 4(h)(9) of the *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the “Agreement”) entered into by and between the Florida Department of Economic Opportunity and the West Villages Improvement District (“WVID”), WVID is required to provide evidence of efforts to promote and advertise the stadium facility that have taken place during the prior year.

Note that the stadium facility is still under construction and accordingly spring training games, events, and activities have not been held at the facility during the past year. However, the following advertising and promotions for construction of the stadium facility have occurred during the past year:

## Groundbreaking

October 2017; media and dignitaries were invited to announce the groundbreaking of construction of the new stadium facility.

## Preview Center Opening

April 2018; a Preview Center was opened for virtual previews of the stadium facility and a pre-sale was opened for deposits on season tickets.

## Season Ticket Launch Party

June 2018; a family friendly community event was hosted for the public to put deposits on season tickets.

## Steel Topping Ceremony

July 2018; media and dignitaries were invited to witness the milestone of completing the highest point in construction of the new stadium facility.

Additional marketing and promotions of the stadium facility has also occurred during events such as:

- North Port State of City Luncheon
- SunTrust Park FanFest
- West Villages Golf Tournament
- Suncoast BBQ Bash
- Gary Sinise Golf Tournament
- North Port Annual Business and Community Expo
- State College of Florida Night Under the Stars
- Brew Bash
- Site Safety Recognition Luncheon
- San Pedro Community Festival
- United Way of South Sarasota County Walk
- Herald Tribune Best of Preps

## 8. Certification of Accuracy of Annual Report by District Chairman

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August 28, 2018

Florida Department of Economic Opportunity  
Division of Strategic Business Development  
107 East Madison Street, MSC 80  
The Caldwell Building  
Tallahassee, Florida 32399-0001  
katherine.morrison@deo.myflorida.com

Dear Ms. Morrison,

I serve as Chairman of the Board of Supervisors of the West Villages Improvement District (the "District"), a local unit of special-purpose government created and existing pursuant to Chapter 2004-456, *Laws of Florida*. As you are aware, the District and the Florida Department of Economic Opportunity ("DEO") entered into that certain *Spring Training Program Agreement*, Number SB-18-006, dated December 11, 2017 (the "Agreement").

Pursuant to Section 4(h) of the Agreement, throughout the term of the Agreement, the District shall provide to DEO an annual report as to the status of the project (hereinafter, the "Annual Report"). In accordance with Section 4(h)(8) of the Agreement, the purpose of this letter is to certify that all information and documentation contained in the 2018 Annual Report for the Year Ending August 31, 2018 is true and correct to the best of my knowledge.

Should you have any questions, please do not hesitate to contact me at [mblack@westvillagesid.org](mailto:mblack@westvillagesid.org).

Sincerely,



Martin Black  
Chairman, Board of Supervisors  
West Villages Improvement District